



Rizzetta & Company

Connerton West Community Development District

Board of Supervisors' Regular Meeting November 7, 2022

**District Office:
5844 Old Pasco Road Suite 100
Wesley Chapel, Florida 33544
813.994.1001**

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	Daniel Novak	Chairman
	Chris Kawalec	Vice Chairman
	John Ngerem	Assistant Secretary
	Tyson Krutsinger	Assistant Secretary
	Vacant	Assistant Secretary
District Manager	Daryl Adams	Rizzetta & Company, Inc.
District Attorney	Meredith Hammock	KE Law, PLLC
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 813-994-1001. 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

November 4, 2022

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Connerton West Community Development District will be held on **Monday, November 7, 2022 at 4:00 p.m.**, at Club Connerton, located at 21100 Fountain Garden Way, Land O' Lakes, FL 34638. The following is the agenda for this meeting.

BOARD OF SUPERVISORS MEETING

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
 - A. October Irrigation Report..... Tab 1**
 1. Review of September Water Use Report..... Tab 2
 - B. Review of October Aquatics Report..... Tab 3**
 - C. Review of October Property Maintenance Report Tab 4**
 - D. Review of October Field Inspection Report.....Tab 5**
 1. Landscape Response to Field Inspection Report
(under separate cover)
 2. Consideration of Swiss Chard Cutback Proposals.....Tab 6
 3. Consideration of Shoreline Cutback Proposal.....Tab 7
 4. Consideration of Slash Pine Tree Removal Proposal.....Tab 8
 5. Consideration of Quarterly Annual Rotation.....Tab 9
 6. Consideration of Walking Path Edge Cleaning Proposals...Tab 10
 - E. District Engineer**
 1. Review of October District Engineer Report Tab 11
 2. Review of Lagerfield Sidewalk Report..... Tab 12
 3. Review of US41 Widening DOT Plans Tab 13
 4. Consideration of Playground Mulch Proposals..... Tab 14
 5. Consideration of Stone Wall Repair Proposal Tab 15
 - F. District Counsel**
 1. Update on Easement Agreements
 2. Update on Monument Signs
 3. Update on Towing Contract
 - G. District Manager**
 - 1. October District Manager Report.....Tab 16**
 2. Review of 3rd Quarter Website Audit Report.....Tab 17

4. BUSINESS ITEMS

- A. Ratification of First Amendment to Agreement for Landscaping Maintenance (adding 208 & 209) Tab 18
- B. Ratification of First Amendment to Agreement for Aquatic Management (adding 208 & 209) Tab 19
- C. Ratification of Irrigation Maintenance Agreement for 208 & 209.....Tab 20
- D. Ratification of Irrigation Pump Station Maintenance Agreement for 208 & 209 Tab 21
- E. Ratification of FY 2021-2022 Audit Engagement Letter..... Tab 22

5. BUSINESS ADMINISTRATION

- A. Consideration of Minutes of the Board of Supervisors' Regular Meeting held on October 3, 2022.....Tab 23
- B. Consideration of Operation and Maintenance Expenditures for August & September 2022 Tab 24

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,
Daryl Adams
Daryl Adams
District Manager

cc: Meredith Hammock, KE Law Group.

Tab 1



Ballenger Irrigation

IRRIGATION REPORT

DATE: October 31, 2022

PROJECT: Connerton West – Land O’Lakes

Routine maintenance was conducted throughout the month and any alarms were addressed as quickly as possible. One warranty decoder and one non-warranty solenoid were replaced between September 24th and October 30th.

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

- Installed updated communication modules in controllers A and B. D-controller never stopped working. Hunter’s solution for the remaining seven (7) controllers is to sell new communication modules at a discounted price of \$400 each, which is a significant savings. Since these devices are so important for monitoring and managing the site, Ballenger Irrigation will provide installation and setup of the new devices at no charge.
- Repaired 2” zone pipe leak on zone D47.
- Repaired mainline leak along north side of Connerton Blvd., west of Symphony, at valves A41 and 42.
- Repaired mainline leak along south side of Pleasant Plains Parkway, east of first round-about.
- Repaired mainline leak in center island of Pleasant Plains Parkway, east of first round-about.
- Repaired electrical issue on the controller in Story Brook Park that was taking down the entire controller. Replaced ADM and four non-warranty decoders.
- Repaired electrical issue on E-controller that was taking down the entire controller. Replaced one out of warranty decoder.
- Started troubleshooting multiple issues on the B-controller that is taking down the entire controller. As of October 31st, three of the four wire paths are up and running. So far six single station decoders and two 2-station decoders have been replaced.

The ET sensor located on the Hunter ACC controller at the EP2 pump station recorded 3.75” of ET and 0.82” of rain between September 23rd and October 30th. There was one significant rainfall event of 0.25” or more during this same period, and that occurred on October 12th, when 0.43” was recorded.

According to the Water Management District, the 12-month rolling water usage for the month of September was 105,406 gpd. This is well below the permitted quantity of 419,000 gpd.

Sincerely,

Gail Huff

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



Water Quality Tests

EP1

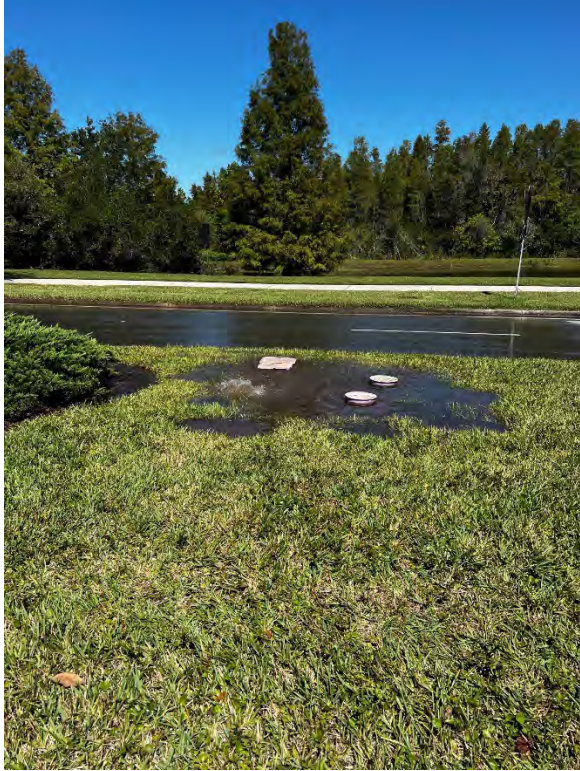
Date	pH	Salinity (ppm)	TDS (ppm)	Conductivity (uS)
2/18/2022	8.4	360	530	711
4/8/2022	8.85	340	490	710
5/2/2022	8.8	330	490	719
6/6/2022	8.59	290	440	635
7/6/2022	8.75	260	390	568
7/22/2022	8.92	270	400	577
8/30/2022	7.82	240	360	526
10/3/2022	8.3	230	340	492

Acceptable pH for St. Augustine turf is 6.5-8.4

Acceptable TDS for St. Augustine turf is less than 450 ppm.

EP2

Date	pH	Salinity (ppm)	TDS (ppm)	Conductivity (uS)
2/18/2022	7.69	90	140	204
4/8/2022	8.2	190	210	413
5/2/2022	8.14	100	160	228
6/6/2022	8.83	120	170	254
7/6/2022	8.54	110	170	258
7/22/2022	8.33	110	160	234
8/30/2022	7.59	110	170	251
10/3/2022	7.8	100	160	230



Mainline leak reported on October 8th in center island of Pleasant Plains, east of first round-about.



Zone pipe repair in Story Brook Park.



Cypress tree root growing up through valve box for zone A41.

Tab 2



Ballenger Irrigation

3840 68th Avenue North Pinellas Park, Florida 33781

Telephone 727-520-1082 Fax 727-528-0788

Project Name: Connerton Villages 1-4, Town Center & Employment Center

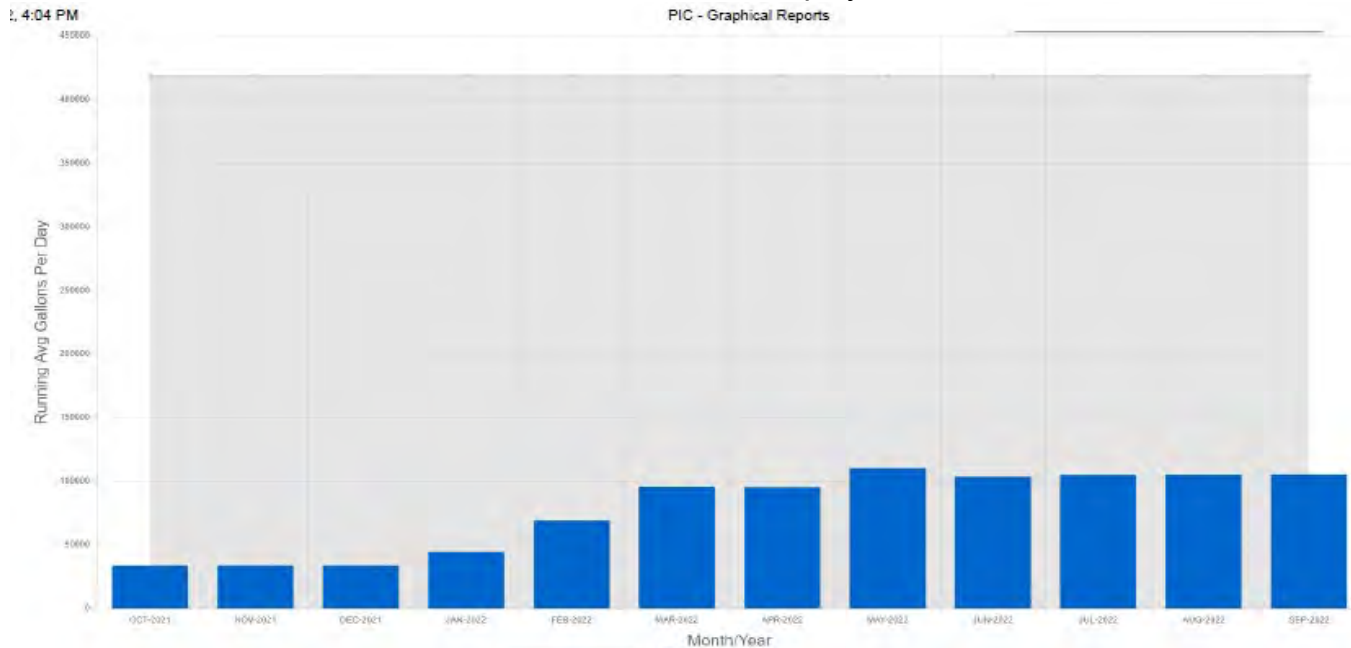
Permit: 347

Permittee: Pasco Investment Land, LLC/Attn: Ashley Becker

Pumpage Compared to Permitted Amounts

Month- Year	Pumped(GPD)	Permitted(GPD)	Percentage Over Pumpage
Oct-21	33,438	419,000	0%
Nov-21	33,438	419,000	0%
Dec-21	33,438	419,000	0%
Jan-22	44,341	419,000	0%
Feb-22	69,318	419,000	0%
Mar-22	95,364	419,000	0%
Apr-22	95,059	419,000	0%
May-22	110,073	419,000	0%
Jun-22	103,487	419,000	0%
Jul-22	105,129	419,000	0%
Aug-22	105,206	419,000	0%
Sep-22	105,406	419,000	0%

Months Displayed



Tab 3

☐ Soft Rush



AQUATIC WEED CONTROL, Inc.

Orlando - Ft. Myers - Tampa - Daytona Beach 800-543-6694

Lake & Wetland Customer Service Report

Job Name: _____

Customer Number: 1195 Customer: CONNERTON WEST CDD

Technician: Aleksey and Jason

Date: 10/27/2022 Time: 02:42 PM

Customer Signature: _____

Waterway Treatment	Algae	Submersed Weeds	Grasses and brush	Floating Weeds	Blue Dye	Inspection	Request for Service	Restriction	# of days
1-3			x						
4-6	x		x						
8-11			x						
12-15	x		x						
16-20			x						
23	x		x						
24			x						
31-33,35,37-			x						
41,42			x						
43-44	x	x	x						
45,46,47			x						
48,49,51	x		x						
50			x						

CLARITY	FLOW	METHOD	CARP PROGRAM	WATER LEVEL	WEATHER
<input type="checkbox"/> < 1'	<input checked="" type="checkbox"/> None	<input checked="" type="checkbox"/> ATV	<input type="checkbox"/> Boat	<input type="checkbox"/> High	<input type="checkbox"/> Clear
<input checked="" type="checkbox"/> 1-2'	<input type="checkbox"/> Slight	<input type="checkbox"/> Airboat	<input type="checkbox"/> Truck	<input checked="" type="checkbox"/> Normal	<input checked="" type="checkbox"/> Cloudy
<input type="checkbox"/> 2-4'	<input type="checkbox"/> Visible	<input type="checkbox"/> Backpack	<input type="checkbox"/> Carp observed	<input type="checkbox"/> Low	<input checked="" type="checkbox"/> Windy
<input type="checkbox"/> > 4'			<input type="checkbox"/> Barrier Inspected		<input type="checkbox"/> Rainy

FISH and WILDLIFE OBSERVATIONS

<input checked="" type="checkbox"/> Alligator	<input type="checkbox"/> Catfish	<input type="checkbox"/> Gallinules	<input type="checkbox"/> Osprey	<input type="checkbox"/> Woodstork
<input checked="" type="checkbox"/> Anhinga	<input checked="" type="checkbox"/> Coots	<input type="checkbox"/> Gambusia	<input type="checkbox"/> Otter	<input type="checkbox"/> _____
<input checked="" type="checkbox"/> Bass	<input type="checkbox"/> Cormorant	<input checked="" type="checkbox"/> Herons	<input type="checkbox"/> Snakes	<input type="checkbox"/> _____
<input type="checkbox"/> Bream	<input checked="" type="checkbox"/> Egrets	<input checked="" type="checkbox"/> Ibis	<input checked="" type="checkbox"/> Turtles	

NATIVE WETLAND HABITAT MAINTENANCE

<input checked="" type="checkbox"/> Arrowhead	<input checked="" type="checkbox"/> Bulrush	<input type="checkbox"/> Golden Canna
<input type="checkbox"/> Bacopa	<input type="checkbox"/> Chara	<input checked="" type="checkbox"/> Gulf Spikerush
<input type="checkbox"/> Blue Flag Iris	<input checked="" type="checkbox"/> Cordgrass	<input checked="" type="checkbox"/> Lily

Beneficial Vegetation Notes:

<input type="checkbox"/> Naiad	<input type="checkbox"/> _____
<input checked="" type="checkbox"/> Pickerelweed	
<input type="checkbox"/> Soft Rush	<input type="checkbox"/> _____

Tab 4

Maintenance Weekly Report

10/3/2022 –10/7/2022

Accomplishments

10/3/22 (CDD) Check site, removed 2 hit deer & crane from roadways, checked fountain & fill, checked playgrounds, empty trash, empty & fill dogipot stations, checked bike trail, empty trash, picked up roadway trash, re installed 2 street signs, install new swings @ Connerton Cove playground, went to Lowes for supplies, attend CDD meeting (7.5hrs)

10/3/22 (HOA) Checked CC cleaned up parking lot trash, checked RP, picked up trash, replaced gate hinge, repaired street sign in RP (2.5hrs),

10/4/22 (CDD) Checked site, checked fountain, checked bike trail & blow off, checked playgrounds, checked fire ants, checked lawn maintenance, picked up roadway trash, blow off GPP gazebo for fitness class, staining Jasmine Abbey pergola, cleaned dirt from 5' walk n. side Connerton Blvd, reported reclaim main leak to Pasco Utilities @ n. side PPP between Westerland & Lagerfeld, picked up fuel, ordered sign brackets & dog waste station (7.75hrs)

10/4/22 (HOA) checked common areas & pick up trash, Check CC & pick up trash (1.0hrs)

10/5/22 (CDD) Check site, checked fountain, checked bike trail & empty trash, checked playgrounds & trash, checked lawn maintenance, picked up roadway trash, staining of Jasmine Abbey pergola (6.0hrs)

10/5/22 (HOA) Checked Rose Point, picked up common area trash, picked up cc parking lot trash, reported tennis net post bent, repair soap dispenser & mount new one (2.0hrs)

10/6/22 (CDD) Checked site, checked fountain & fill, checked playgrounds, checked lawn maintenance, picked up roadway trash, pressure washed 2 smaller walls @ PPP, pressure washed both Willow Vista entry signs (7.0hrs)

10/6/22 (HOA) Checked Rose Point, picked up trash @ CC (1.0hrs)

10/7/22 (CDD) Checked site, checked fountain, checked bike trail, emptied trash, checked playgrounds, empty trash, empty & fill dogipot stations, checked lawn maintenance, picked up roadway trash (4.0hrs)

10/7/22 (HOA) Checked Rose Point, picked up trash, checked CC & parking lots (1.0hrs)

Ballenger Irrigation

10/3/22 - 2
10/4/22 - 2
10/5/22 - 0
10/6/22 - 3
10/7/22 - 1

Brightview Land.

10/3/22 - 6 mowing
10/4/22 - 6 mowing
10/5/22 - 6 mowing
10/6/22 - 6 mowing
10/7/22 - 6 mowing

Rizzetta & Company

Plans For Next Week



Rizzetta & Company

Cleaning of Portola Gardens entry wall, complete Jasmine Abbey pergola wood repair & staining

Current/Future Projects

Neighborhood entry monuments, Connerton Blvd privacy wall



Rizzetta & Company

Maintenance Weekly Report

10/8/2022 –10/14/2022

Accomplishments

10/8/22 (CDD) Shut down irrigation system main line leak PPP east of 1st round about in median (1.5 hrs.)

10/10/22 (CDD) Check site, checked fountain & fill, checked playgrounds, empty trash, empty & fill dogipot stations, checked bike trail, empty trash, picked up roadway trash, went to Lowes for supplies, finished Jasmine Abbey Pergola, Westbay storage trailer removed (5.50hrs)

10/10/22 (HOA) Checked CC cleaned up parking lot trash, checked RP, picked up trash, picked up hay & unload, replace sign post (3.0hrs)

10/11/22 (CDD) Checked site, checked fountain, checked bike trail & blow off, checked playgrounds, checked fire ants, checked lawn maintenance, picked up roadway trash, blow off GPP gazebo for fitness class, replace bracket on street sign (Passive Porch), straighten 2 leaning street signs, checked outlying areas, blow off dog park, paint over graffiti @ wildlife tunnel on Conn Blvd (6.5hrs)

10/11/22 (HOA) checked common areas & pick up trash, Check CC & pick up trash (1.0hrs)

10/12/22 (CDD) Check site, checked fountain, checked bike trail & empty trash, checked playgrounds & trash, checked lawn maintenance, picked up roadway trash, pressure washing Portola Gardens wall & cap (streetside) (7.75hrs)

10/12/22 (HOA) Checked Rose Point, picked up common area trash, picked up cc parking lot trash (1.0hrs)

10/13/22 (CDD) Checked site, checked fountain, checked playgrounds, checked bike trail, checked lawn maintenance, picked up roadway trash, pressure wash back side of Potola Gardens wall (5.50hrs)

10/13/22 (HOA) Checked Rose Point, picked up trash @ CC (1.0hrs)

10/14/22 (CDD) Checked site, checked fountain, checked bike trail, emptied trash & blow off, checked playgrounds, empty trash, empty & fill dogipot stations, checked lawn maintenance, picked up roadway trash (4.25hrs)

10/14/22 (HOA) Checked Rose Point, picked up trash, checked CC & parking lots (1.0hrs)

10/14/22 (ETO) (2.0hrs)

Ballenger Irrigation

10/10/22 - 3

10/11/22 - 1

10/12/22 - 0

10/13/22 - 0

10/14/22 - 3

Brightview Land.

10/10/22 - 6 mowing

10/11/22 - 6 mowing

10/12/22 - 6 mowing

10/13/22 - 6 mowing

10/14/22 - 0 mowing



Pizzetta & Company

Plans For Next Week



Rizzetta & Company

Neighborhood entry signs and monuments, Connerton Blvd privacy wall

Current/Future Projects



Rizzetta & Company

Maintenance Weekly Report

10/17/2022 –10/21/2022

Accomplishments

10/17/22 (CDD) Check site, checked fountain, checked playgrounds, empty trash, empty & fill dogipot stations, checked bike trail, empty trash, picked up roadway trash, went to Lowes for supplies, checked curb washing (6.25hrs)

10/17/22 (HOA) Checked CC cleaned up parking lot trash, checked RP, picked up trash, checked inside (2.0hrs)

10/18/22 (CDD) Checked site, checked fountain, checked bike trail & blow off, checked playgrounds, checked fire ants, checked lawn maintenance, picked up roadway trash, blow off GPP gazebo for fitness class, pressure wash Portola Gardens wall @ Connerton Blvd, cleaned Arbors entry monuments, cleaned GPP monument (6.5hrs)

10/18/22 (HOA) checked common areas & pick up trash, Check CC & pick up trash, put up garage sale banners(2.0hrs)

10/19/22 (CDD) Check site, checked fountain, checked bike trail & empty trash, checked playgrounds & trash, checked for wasps, empty & fill dogipot stations, checked lawn maintenance, picked up roadway trash, reported irrig. leak to Ballanger @ storybook park, cleaned off sidewalk, re called in reclaim main leak @ PPP between Westerland & Lagerfeld by walk (staked off hole in ground) (6.5 hrs)

10/19/22 (HOA) Checked Rose Point, picked up common area trash, picked up cc parking lot trash, misc. items in CC (1.5hrs)

10/20/22 (CDD) Checked site, checked fountain, checked playgrounds, checked bike trail & blow off, checked lawn maintenance, picked up roadway trash, checked county reclaim repair PPP, removed branches from Story brook park, went to Everglades for JD supplies (5.25hrs)

10/20/22 (HOA) Checked Rose Point, picked up trash @ CC, checked RP pedestrian gate (1.0hrs)

10/21/22 (CDD) Checked site, checked fountain, checked bike trail, emptied trash & blow off, checked playgrounds, empty trash, empty & fill dogipot stations, checked lawn maintenance, picked up roadway trash, sent pictures of median work @ Connerton Blvd entry (3.5hrs)

10/21/22 (HOA) Checked Rose Point, picked up trash, checked CC & parking lots, put out garage sale signs (1.5hrs)

10/21/22 (ETO) (4.0hrs)

Ballenger Irrigation

10/17/22 - 1

10/18/22 - 6

10/19/22 - 1

10/20/22 - 0

10/21/22 - 3

Brightview Land.

10/17/22 - 6 mowing

10/18/22 - 6 mowing



Portola & Company

10/19/22 - 6 mowing
10/20/22 - 6 mowing
10/21/22 - 0 mowing

Plans For Next Week



Rizzetta & Company

Clean Verona entry sign, clean back of 2 smaller walls on PPP @ Portola Gardens
Clean Magnolia Pk monument & baluster walls

Current/Future Projects

Clean playgrounds



Rizzetta & Company

Maintenance Weekly Report

10/24/2022 –10/28/2022

Accomplishments

10/24/22 (CDD) Check site, checked fountain, checked playgrounds, empty trash, empty & fill dogipot stations, checked bike trail, empty trash, picked up roadway trash, pressure wash Verona entry monument, pressure wash backs of 2 small privacy walls on PPP @ Portola Gardens, pressure washed Magnolia Pk baluster wall, dumped debris @ storage area 3x(6.75hrs)

10/24/22 (HOA) Checked CC cleaned up parking lot trash, checked RP, picked up trash, removed all garage sale signs (2.0hrs)

10/25/22 (CDD) Checked site, checked fountain, checked bike trail, checked playgrounds, checked fire ants, checked lawn maintenance, picked up roadway trash, took pics of gates @ 8926 Shadyside (4.0hrs)

10/25/22 (HOA) checked common areas & pick up trash, Check CC & pick up trash, pressure wash Rose Point entry walls(4.5hrs)

10/26/22 (CDD) Service John Deere, check site, checked fountain & fill, checked bike trail & empty trash, checked playgrounds & trash, checked for wasps, empty & fill dogipot stations, checked lawn maintenance, picked up roadway trash, checked 208 entry for trash, picked up common area trash & empty trash can @ mailbox in 209, concreted post for waste station (7.75hrs.)

10/27/22 (CDD) Checked site, checked fountain, checked playgrounds, checked bike trail & blow off, checked lawn maintenance, picked up roadway trash, mount dog waste station, remove hit sign (4.25hrs)

10/27/22 (HOA) Checked Rose Point, picked up trash @ CC, helped put out lounge chairs @ lap pool(2.0hrs)

10/28/22 (CDD) Checked site, checked fountain, checked bike trail, emptied trash, checked playgrounds, empty trash, empty & fill dogipot stations, checked lawn maintenance, picked up roadway trash, emptied trash & cleaned up 209 common areas (4.75hrs)

10/28/22 (ETO) (4.0hrs)

Ballenger Irrigation

10/24/22 - 2

10/25/22 - 1

10/26/22 - 2

10/27/22 - 3

10/28/22 - 2

Brightview Land.

10/24/22 - 6 mowing

10/25/22 - 6 mowing

10/26/22 - 6 mowing

10/27/22 - 0 mowing

10/28/22 - 0 mowing



Rizzetta & Company

Plans For Next Week



Rizzetta & Company

Clean up Arbors gazebos

Current/Future Projects

Clean playgrounds



Rizzetta & Company

Tab 5

CONNERTON WEST

LANDSCAPE INSPECTION REPORT



October 20, 2022
Rizzetta & Company
Jason Liggett– Landscape Specialist



Rizzetta & Company
Professionals in Community Management

Summary & Entrance Connerton Boulevard

Summary, General Updates, Recent & Upcoming Maintenance Events

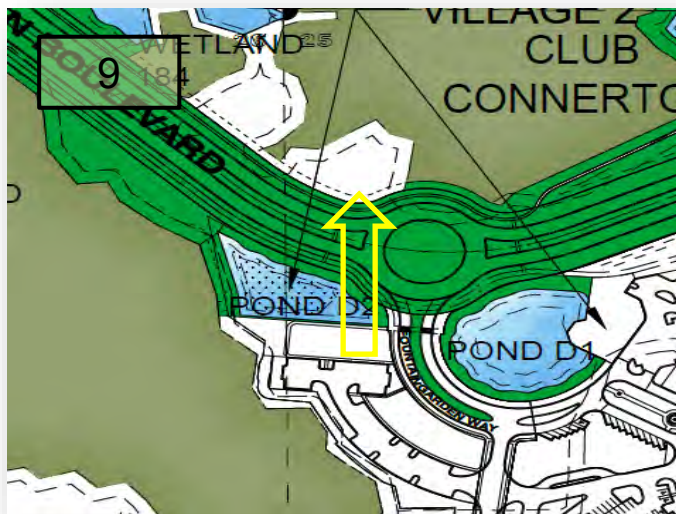
- ❖ .Saint Augustine to receive an application of fertilizer in the Month of October of 24-0-11 w Pre M 1LB N per 1,000 sq ft. 6740 LBS. is this completed?
- ❖ Ornamentals to receive an application of fertilizer in the month of October of 25-0-12 at 5LB per 1,000 Sq Ft totaling 4250 Lbs is this completed?
- ❖ **Complete red items on the report.**

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

1. **Eradicate the tall weeds in the Parsoni Juniper on the outbound side of the main entrance on Connerton Blvd.**
2. Remove the tall weeds from the base in the raised planter beds on the inbound side of the main entrance on Connerton Blvd
3. It seems every month throughout my inspections I am noticing no soft edging in the district this is something that is contracted every other week. This is the main entrance to the community in the center island on Connerton blvd. (Pic 3)
4. Remove the vines and diagnose the decline in the schilling hollies in front of the monument at the Connerton Blvd main entrance center island.
5. During my inspection it looks like the trimming in the shrubs on Connerton Blvd is behind. Keep in mind shrubs are to be kept in an acceptable appearance throughout the contract.
6. Eradicate the vines and weeds in the center island just pass the maintenance annex on Connerton Blvd.
7. **Eradicate the crackweeds on Connerton Blvd in the road gutters.**
8. During my inspection, the mowing on Connerton Blvd was very scalpy. Make sure mowers are set to the highest setting and mowers are taking their time on the bumpy areas.
9. **Provide the district a price to remove the 2 pine trees and sod over, that are dying from pine weevils on the outbound side of Connerton Blvd just pass the 1st traffic circle.(Pic 9,9a Next Page)**
10. Improve the vigor in the Saint Augustine and treat the turf weeds from the Arbor entrance on Connerton Blvd to the first traffic Circle.
11. Make sure the center island beds where the district was allowing the saint Augustine to take over the bare areas are not being-



Connerton Boulevard, Wonderment Way & Pleasant Plain Parkway



sprayed on Connerton Blvd. This was previously voiced to BrightView.

12. During my inspection, the Schilling Hollie past the first traffic circle on connerton blvd in the center island are still not improving where these treated?(Pic 12>)

13. Treat the Fakahatchee in the back entrance to Gardenia Glen on Connerton Blvd for spider mites once treated perform a cutback.

14. Eradicate the bed weeds throughout the Gardenia Glen fence line beds on Connerton Blvd and Blue Mist parkway.

15. Remove the tall weeds in the Gold Mound duranta in the 2nd traffic circle on Connerton Blvd.

16. Brightview to soft edge and improve the tree rings in the back entrance to the Willow Vista Community on Connerton blvd.

17. BrightView to look at the Pocket park on Pleasant Woods Drive and provide a price or plan to help with the drainage of these beds.(Pic 17)



18. Remove the dead plant material and provide a price for replacement in the bed space in the above park to the east next to the home.

19. Eradicate the weeds pressure throughout the main park on White Sage Way in Willow Vista.

20. Brightview to look at providing ideas for drainage at the mail kiosk beds at the main park on White Sage Way in Willow Vista.



Connerton Boulevard, Wonderment Way & Pleasant Plain Parkway

21. Straighten the leaning tree from the hurricane in the White Sage Way main park in Willow Vista.(Pic 21)



22. During my inspection we had vehicles parked on district owned property on Acadia Loop. Looks to be from lot 11 I believe.(Pic 22)



23. Lift the low hanging oak tree on the inbound side of the Willow Vista entrance off of Blue Mist Parkway.
24. Improve the soft edging throughout the Azalea beds in the center island on Blue Mist Parkway.
25. Remove the tall cogon grass in the plant beds along the gardenia glen fence line on Blue Mist parkway before Pleasant Plains.

26. Eradicate the bed weeds at the entrance to Verona. Remove the taller weeds by hand.
27. Has the Fakahatchee been treated for spider mites in the center island at the Verona entrance? If so, these will need to be cutback.
28. Improve the detail and bed weeds control throughout the Storybook park common areas.
- 29. Soft edged the viburnum suspensum bed on the south side of the soccer field. Eradicate the bed weeds.**
30. Throughout the Storybook park treat the Fakahatchee grass. Once treated perform a cutback on the material.
31. Improve the detail in the sitting area at the Storybook park sitting area to the east of the park. Remove vines and weeds.
32. Diagnose and treat the decline in the anise at the corner of Wonderment Way and Southern Charm Drive along the vinyl fence.
33. Remove the tall weeds in the plant material at the Pearl Crescent Circle center island.
34. Treat the Fakahatchee grass for spider mites to the east of the Gardenia Glen entrance on Pleasant Plains Parkway.
35. Remove the tall weeds in the Parsoni Juniper in the center island at the Jasmine Abbey entrance.
- 36. Treat the turf weeds throughout the Bermuda park inside of the Jasmine Abbey Community.**
- 37. Improve the detail and eradicate the bed weeds in the frontage along Pleasant plains Parkway to the east of the Jasmine Abbey entrance.**

Connerton Boulevard, Wonderment Way & Pleasant Plain Parkway

38. Improve the soft edging in the first traffic circle on Pleasant Plains Parkway.
39. Treat the Fakahtahcee grasses at the Savory Walk Drive entrance on Pleasant Plains Parkway. Perform a rejuvenation prune once treated.(Pic 39)



40. Diagnose and treat the decline in the Anise Hedge along the same fence as above.
41. Improve the vigor in the Saint Augustine throughout Pleasant Plains Parkway.
42. Remove the palm volunteers in the center island on Pleasant Plains Parkway across from the Lagerfeld Entrance.
43. Improve the consistency in the detail on Pleasant Plains parkway. It seems some areas are completed, and other areas are missed or skipped.
44. Remove the stick debris in the enter island at the main entrance to Connerton on Pleasant Plains parkway behind the monument sign.
45. Provide the district a price to replace the dead Azaleas on the inbound side of pleasant plains parkway about 100 yards from the entrance.

46. Eradicate the bed weeds in the open field to the west of the Arbors entrance on Pleasant Plains Parkway.
47. Remove the tall weeds in the Parsoni Juniper in the center island at the arbors entrance on Pleasant Plains parkway.
48. Where are we with the fungicide applications to the Awabuki in the butterscotch terrace park? Improve the vigor in this material.
49. Eradicate the bed weeds throughout the butterscotch terrace park to include the pavers around the sitting areas.
50. Eradicate the bed weeds in the Winsome Way center island.
51. Have we treated the Busy Daisy from last months report at the picket fence court park?(Pic 51)



Blank Tab

Turf Management Program

Every property is different with a unique set of maintenance needs. We took into consideration our community tour to create the maintenance plan below which is designed to keep your property looking its best year-round.

Mowing Service

We will deploy a specific mowing crew of 6 Team members every day to perform all the mowing, edging, string trimming, and blowing.

This mow crew will only mow, edge, trim and blow, they will not short your mowing services to prune or trim shrubs – that will be a different crew handling the pruning and detail.

Connerton West CDD will be mapped and the crews will follow that mapping progression through the property . This “mapping” will be provided to Your team and Board in advance of our initial service. We can adjust the weekly mow schedule if we encounter rain, an emergency or a schedule adjustment based around a special event. We utilize Friday if that week’s schedule backs up. Below is an example of a Map created for one of BrightView Current Clients.

We will maintain a weekly schedule for **all turf** areas. The schedule may change according to weather, turf conditions, and fertilization schedule:

- Hand mowers to be used in areas where large, heavy equipment may damage turf or other property. Patterns will be changed frequently to prevent ruts accumulating in turf.
- All mowers are equipped with mulching decks. Grass clippings will be dispersed at each mowing, to eliminate unsightly build-up of grass clippings that may appear after each mowing.
- All debris will be blown off sidewalks, driveways, streets and parking lots during that same service day.



Shrub and Plant Care Program

Pruning Schedule

Connerton West CDD will be maintained by specific pruning crew consisting of 6 Gardeners.

Their duties will include ornamental, shrub and tree care along with site policing, weed removal, and leaf removal.

Your Detail Crew will proceed through entire community until it is complete each month. All areas that require pruning will be done one time completely in every month. This will guarantee we maintain all shrub and ground cover beds a minimum of once per month and will minimize the variance of "long and short" shrub pruning every month. High frequented areas will be touched every week.

We will map and schedule the community. This schedule will be updated monthly and a copy will be provided to you for final approval every month.

Several preventative functions are scheduled seasonally. Please note below a general quarterly plan that will become site specific upon further evaluation. During our initial site review we will diagnose any shrubs that cause safety issues for pedestrians on sidewalks and shrubs blocking traffic signs or monument signs.



Winter Cut back shrubs needing severe thinning, limb up trees.

Spring Apply pre/post emergent weed prevention chemically to all areas, and fertilize. Hard cutbacks for selective plants.

Summer Regular inspections to address plant growth, weeds, and overall plant health, fertilize.

Fall Fertilize at proper rates, monitor irrigation cut backs, and apply pre-emergent weed control for winter weed.

Debris Cleanup

Your Pruning Team will remove all debris generated in the Shrub and Ground Cover functions from the site daily and police common areas for litter and fallen debris upon each service visit

Bed Weed Control

A team of two (2) Spray Technicians will progress through entire community every month.

Fertilizer, Weed and Pest Control Program

IPM Agronomic Program Turf, Shrubs and Ground Cover

What Are The GI-BMPs?

The GI-BMPs are a science-based educational program for Green Industry workers (lawn-care and landscape maintenance professionals), brought to you by UF-IFAS Florida-Friendly Landscaping™ program. The GI-BMPs teach environmentally safe landscaping practices that help conserve and protect Florida's ground and surface waters.

Who Gets Trained in the GI-BMPs?

Florida Statute 482.1562 states that all commercial fertilizer applicators must have a license from the Florida Department of Agriculture and Consumer Services (FDACS) by January 1, 2014. To get this license, each Green Industry worker must be trained in the GI-BMPs and receive a certificate of completion from UF/IFAS and FDEP. Additionally, many non-commercial Green Industry applicators or other workers are required to pass the training by local ordinances or voluntarily participate in the program to better serve their clients.

Integrated Pest Management (IPM) is an important part of any turf maintenance program. IPM uses an efficient, effective and environmentally conscious approach to pest management which draws on knowledge from several different sciences including entomology (study of insects), mycology (study of fungi), chemistry and horticulture. This interdisciplinary approach enables us to develop sustainable and less costly solutions to many common landscape problems.

Early preventative actions are the key to a successful BMP program. Once you have determined the economic threshold of a site, the evaluation process may begin. Determining the Best practices program, we use information on:

- Pest identification
- Pest lifecycles
- Soil tests and Fertilizer choice
- Control methods that cause the least damage to the environment

We have included our IPM Program as an example, the final plan will be determined after our start-up Procedure Contractor shall abide by all requirements in the RULES OF THE ENVIRONMENTAL PROTECTION COMMISSION "FERTILIZER USE AND LANDSCAPE MANAGEMENT" and other applicable law, regulations, rules,

Tab 6

Connerton Swiss Chard Cutbacks
Proposal Summary





Contractor	Contact	Proposal Amount	Notes
Clear Cut	Clear Cut	\$2,500	
Brightview	Roy Harris	\$12,450	

Swiss Chard 15' Cut Back

Write a description for your map.

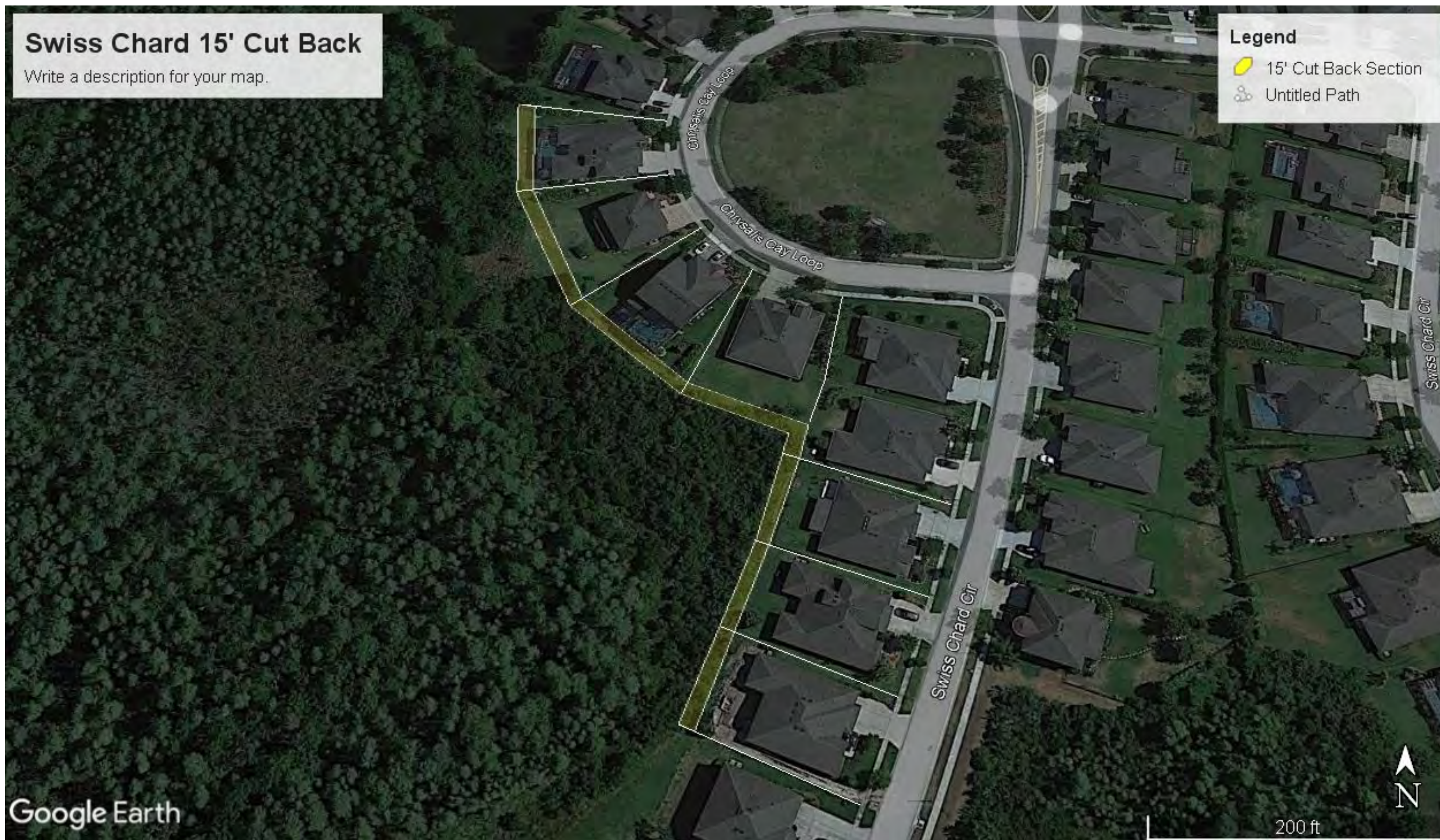
Legend

-  15' Cut Back Section
-  Untitled Path

Google Earth

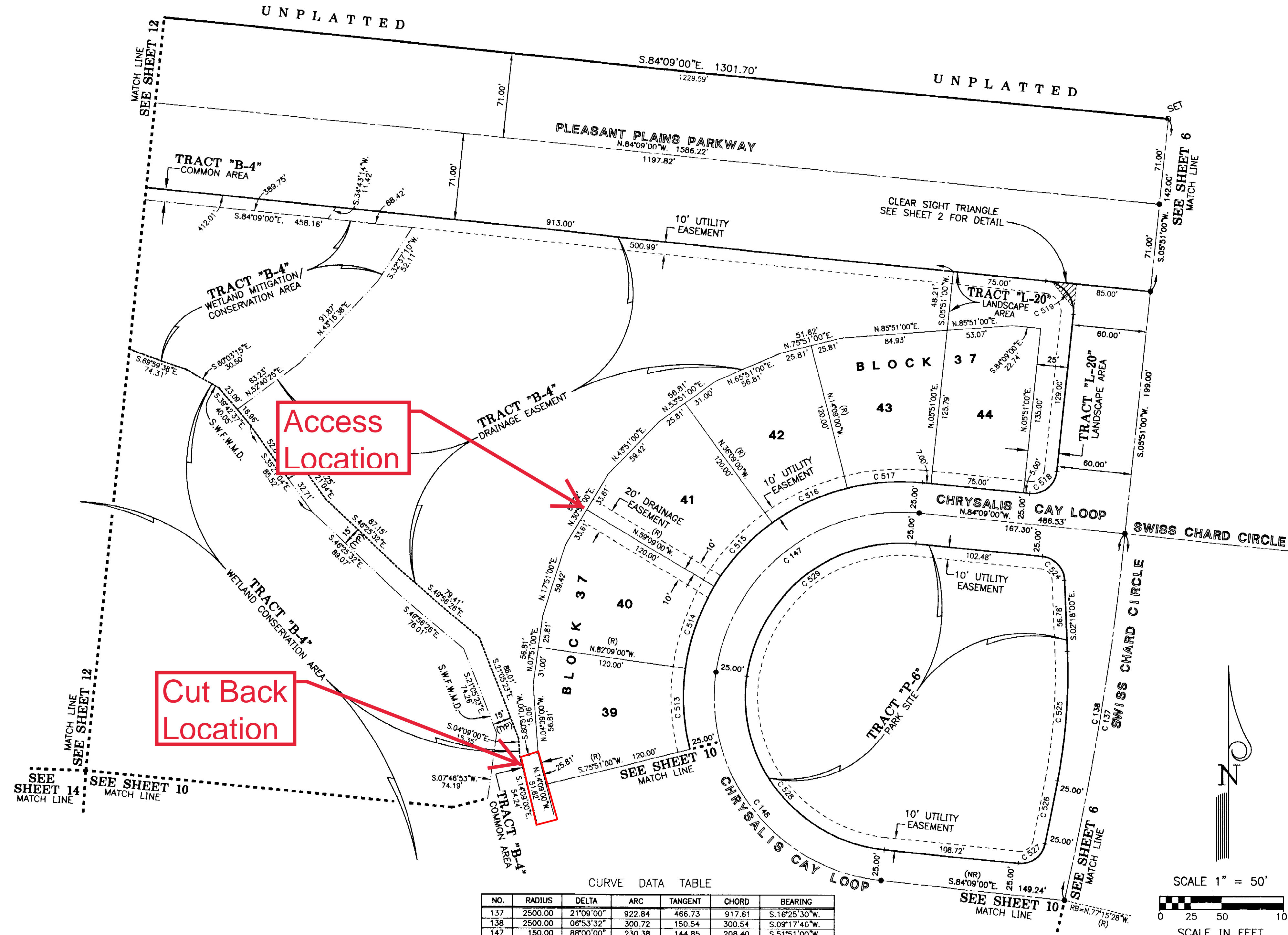
200 ft

N



CONNERTON VILLAGE TWO PARCEL 210
LYING IN SECTIONS 25 AND 26, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA

PLAT BOOK PAGE NO.
59 66



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
137	2500.00	21°09'00"	922.84	466.73	917.61	S.16°25'30"W
138	2500.00	06°53'32"	300.72	150.54	300.54	S.09°17'46"W
147	150.00	88°00'00"	230.38	144.85	208.40	S.51°51'00"W
148	150.00	92°00'00"	240.86	155.33	215.80	S.38°09'00"E
513	175.00	22°00'00"	67.20	34.02	66.78	N.03°09'00"W
514	175.00	23°00'00"	70.25	35.60	69.78	N.19°21'00"E
515	175.00	23°00'00"	70.25	35.60	69.78	N.42°21'00"E
516	175.00	22°00'00"	67.20	34.02	66.78	N.64°51'00"E
517	175.00	20°00'00"	61.09	30.86	60.78	N.85°51'00"E
518	20.00	90°00'00"	31.42	20.00	28.28	N.50°51'00"E
519	25.00	90°00'00"	39.27	25.00	35.36	N.39°09'00"W
524	20.00	81°51'00"	28.57	17.34	26.20	S.43°13'30"E
525	475.00	12°54'10"	106.97	53.71	106.74	S.04°09'05"W
526	2475.00	01°12'34"	52.24	26.12	52.24	S.11°12'26"W
527	20.00	84°02'17"	29.33	18.02	26.78	S.53°49'52"W
528	125.00	92°00'00"	200.71	129.44	179.83	N.38°09'00"W
529	125.00	88°00'00"	191.99	120.71	173.66	N.51°51'00"E

Wetland Conservation Area Note:

Wetland Conservation Areas as shown hereon may be subject to certain restrictions found in: Pasco County Land Development Code, Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit, and/or the United States Army Corps of Engineers (C.O.E.) Permit.

LEGEND:

- Symbol indicates (P.R.M.) Permanent Reference Monument - LB148, Unless otherwise noted.
- Symbol indicates (P.R.M.) Offset Permanent Reference Monument - LB148, Unless otherwise noted.
- Symbol indicates (P.C.P.) Permanent Control Point LB148 (See Sheet No. 2 for P.C.P. Reference Diagram)
- (R) indicates radial line
- (NR) indicates non-radial line
- (RB) indicates reference bearing
- S.W.F.W.M.D. - Southwest Florida Water Management District Wetland Line
- O.R. - Official Records
- (TYP) - Typical

SCALE 1" = 50'
0 25 50 100
SCALE IN FEET

SEE NOTE ON SHEET 3 OF 17
FOR BASIS OF BEARINGS

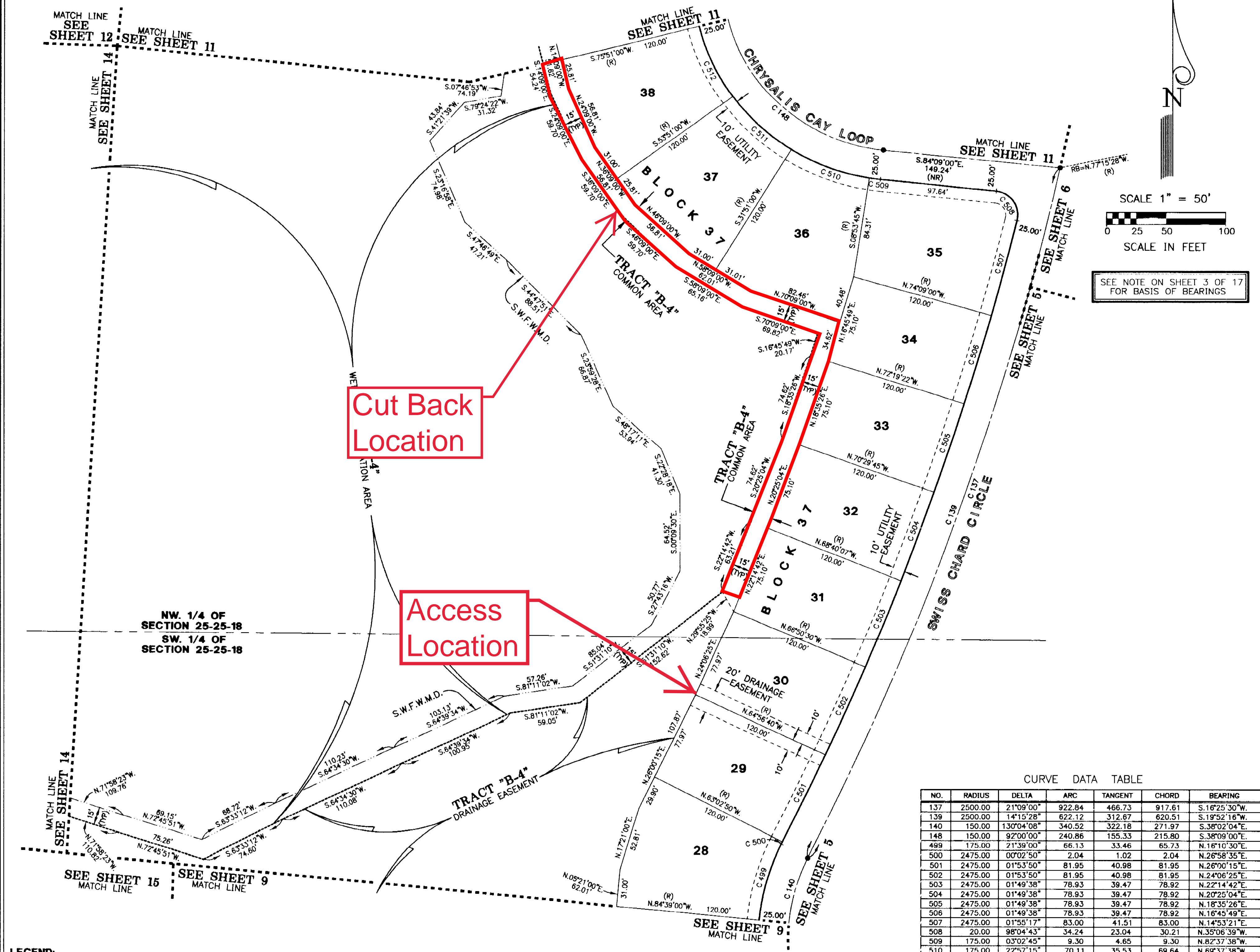


2212 SWANN AVENUE
TAMPA, FLORIDA 33606
PHONE (813) 253-5311
FAX (813) 253-2478
HEIDT & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER LB148
CIVIL ENGINEERING
LAND SURVEYING

CONNERTON VILLAGE TWO PARCEL 210
LYING IN SECTIONS 25 AND 26, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA

PLAT BOOK PAGE NO.

59 65



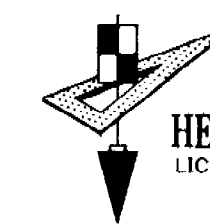
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CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
137	2500.00	21°09'00"	922.84	466.73	917.61	S.16°25'30"W.
139	2500.00	14°15'28"	622.12	312.67	620.51	S.19°52'16"W.
140	150.00	130°04'08"	340.52	322.18	271.97	S.38°02'04"E.
148	150.00	92°00'00"	240.86	155.33	215.80	S.38°09'00"E.
499	175.00	21°39'00"	66.13	33.46	65.73	N.16°10'30"E.
500	2475.00	00°02'50"	2.04	1.02	2.04	N.26°58'35"E.
501	2475.00	01°53'50"	81.95	40.98	81.95	N.26°00'15"E.
502	2475.00	01°53'50"	81.95	40.98	81.95	N.24°06'25"E.
503	2475.00	01°49'38"	78.93	39.47	78.92	N.22°14'42"E.
504	2475.00	01°49'38"	78.93	39.47	78.92	N.20°25'04"E.
505	2475.00	01°49'38"	78.93	39.47	78.92	N.18°35'26"E.
506	2475.00	01°49'38"	78.93	39.47	78.92	N.16°45'49"E.
507	2475.00	01°55'17"	83.00	41.51	83.00	N.14°53'21"E.
508	20.00	98°04'43"	34.24	23.04	30.21	N.35°06'39"W.
509	175.00	03°02'45"	9.30	4.65	9.30	N.82°37'38"W.
510	175.00	22°57'15"	70.11	35.53	69.64	N.69°37'38"W.
511	175.00	22°00'00"	67.20	34.02	66.78	N.47°09'00"W.
512	175.00	22°00'00"	67.20	34.02	66.78	N.25°09'00"W.



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CONNERTON VILLAGE TWO PARCEL 210

LYING IN SECTIONS 25 AND 26, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA

PLAT BOOK PAGE NO.

59 56

LEGAL DESCRIPTION:

DESCRIPTION: A parcel of land lying in Sections 25 and 26, Township 25 South, Range 18 East, Pasco County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Section 25, run thence along the North boundary of the Northwest 1/4 of said Section 25, S.89°35'27"E., 2663.53 feet to the Northeast corner of said Northwest 1/4 of Section 25; thence along the East boundary of said Northwest 1/4 of Section 25, S.00°10'59"E., 1610.36 feet to the POINT OF BEGINNING; thence S.84°09'00"E., 316.28 feet to a point on the Westerly boundary of CONNERTON VILLAGE TWO PARCEL 211, according to the plat thereof as recorded in Plat Book 58, Pages 56 through 80, inclusive, of the Public Records of Pasco County, Florida; thence along said Westerly boundary, the following nine (9) courses: 1) S.05°51'00"W., 142.00 feet to a point on a curve; 2) Southeastery, 54.88 feet along the arc of a curve to the right having a radius of 69.00 feet and a central angle of 45°34'23" (chord bearing S.61°21'49"E., 53.45 feet) to a point of reverse curvature; 3) Southeastery, 113.51 feet along the arc of a curve to the left having a radius of 131.00 feet and a central angle of 49°38'46" (chord bearing S.63°24'00"E., 109.99 feet) to a point of reverse curvature; 4) Southeastery, 54.88 feet along the arc of a curve to the right having a radius of 69.00 feet and a central angle of 45°34'23" (chord bearing S.65°26'11"E., 53.45 feet) to a point of tangency; 5) S.42°39'00"E., 587.17 feet to a point of curvature; 6) Southeastery, 170.66 feet along the arc of a curve to the left having a radius of 1171.00 feet and a central angle of 08°21'00" (chord bearing S.46°49'30"E., 170.50 feet); 7) S.39°00'00"W., 181.37 feet; 8) S.16°00'00"W., 760.11 feet; 9) S.68°22'55"W., 902.38 feet; thence N.74°00'00"W., 1005.21 feet to the Easterlymost corner of GROVES - PHASE IV, according to the plat thereof as recorded in Plat Book 55, Pages 49 through 61, inclusive, of the Public Records of Pasco County, Florida; thence along the Northerly boundary of said GROVES - PHASE IV, the following three (3) courses: 1) N.50°16'30"W., 1534.72 feet; 2) S.55°39'08"W., 811.16 feet; 3) S.65°13'49"W., 1055.74 feet to a point on the Easterly boundary of CONNERTON VILLAGE ONE PARCEL 103, according to the plat thereof as recorded in Plat Book 52, Pages 118 through 131, inclusive, of the Public Records of Pasco County, Florida; thence along said Easterly boundary, the following three (3) courses: 1) N.24°46'11"W., 145.00 feet; 2) N.65°13'49"E., 278.67 feet; 3) N.24°46'11"W., 11.00 feet; thence N.65°13'49"E., 606.69 feet to a point of curvature; thence Northeastery, 313.78 feet along the arc of a curve to the left having a radius of 1869.00 feet and a central angle of 09°37'09" (chord bearing N.60°25'14"E., 313.41 feet) to a point of tangency; thence N.55°36'40"E., 860.10 feet to a point of curvature; thence Northeastery, 542.44 feet along the arc of a curve to the left having a radius of 2929.00 feet and a central angle of 10°36'40" (chord bearing N.50°18'20"E., 541.67 feet) to a point of tangency; thence N.45°00'00"E., 292.95 feet to a point of curvature; thence Northeastery, 57.71 feet along the arc of a curve to the left having a radius of 139.00 feet and a central angle of 23°47'19" (chord bearing N.33°06'20"E., 57.30 feet) to a point of reverse curvature; thence Easterly, 230.03 feet along the arc of a curve to the right having a radius of 131.00 feet and a central angle of 100°36'31" (chord bearing N.71°30'56"E., 201.60 feet) to a point of reverse curvature; thence Easterly, 63.00 feet along the arc of a curve to the left having a radius of 139.00 feet and a central angle of 25°58'12" (chord bearing S.71°09'54"E., 62.47 feet) to a point of tangency; thence S.84°09'00"E., 1301.70 feet to the POINT OF BEGINNING.

Containing 117.458 acres, more or less.

DEDICATION:

- Connerton, L.L.C., a Delaware Limited Liability Company (the "Owner") states and declares that it is the fee simple owner of all lands referred to as CONNERTON VILLAGE TWO PARCEL 210, as described in the legal description which is a part of this plat.
- Legal title to TRACTS "B-4", "B-7", "L-20", "L-21", "L-22" and "P-6" as shown hereon and the perpetual maintenance and operation obligations associated therein, shall be granted, conveyed and dedicated to the Connerton West Community Development District, a unit of special purpose local government organized and existing pursuant to Chapter 190, Florida Statutes (the "District") by separate instrument.
- All streets as shown hereon are hereby dedicated by the Owner to the public in general and to Pasco County, Florida (the "County") for use as streets.
- Legal title to TRACT "Z-2", as shown hereon, is hereby granted, conveyed and dedicated to the County for use as a pump station.
- Owner does further:
 - dedicate to the perpetual use of the County all water and sewer lines or pipes, fire hydrants, wells, lift stations, pumping stations, and other sewer and water facilities lying within or upon the streets and within the utility easements depicted on this plat and further does hereby reserve unto the Owner, its successors and assigns, the right to construct, operate and maintain said sewer, water and fire protection facilities until such time as the operation and maintenance of said facilities is assumed by the County;
 - grant and dedicate a non-exclusive perpetual easement for telephone, electric, cable television, sewer, water, fire protection, and other public utility lines and facilities over, across and under those portions of the plat shown as utility easements, for the installation, maintenance and replacement of their respective facilities, the use and benefit of which shall extend and inure to the benefit of the County and all other local and state governments, including all agencies, departments and political subdivisions thereof, and shall also extend and inure to all duly licensed public and private utility companies;
 - reserve unto Owner, its successors and assigns, a perpetual non-exclusive easement over, across and under all utility easements shown hereon for the purpose of installing, constructing, maintaining, repairing and replacing underground utility conduits and related facilities to accommodate whatever cables and lines that the Owner elects to install or have installed within said conduits; and
 - grant and dedicate to the District: (i) a perpetual non-exclusive easement over, across and under all drainage easements as shown hereon for the purpose of installing, constructing, maintaining, repairing and replacing drainage lines, swales, retention and detention, and other drainage facilities; (ii) a perpetual non-exclusive easement over, across and under all access and drainage easements as shown hereon for the purpose of ingress and egress and for the purpose of installing, constructing, maintaining, repairing and replacing drainage lines, swales, retention and detention, and other drainage facilities.
- The District shall construct, operate, and maintain the drainage facilities within the drainage easements as shown hereon, and the District, by execution of this plat, accepts the dedication of the drainage easements and agrees to maintain the drainage facilities therein.
- Notwithstanding the foregoing, the County shall have the right at all times to enter upon all the streets depicted on this plat, including those owned by the District or the Association and to enter upon the drainage easements and all other easements to maintain the improvements thereon or otherwise use them for the use intended, provided, however, that the foregoing shall not be construed to impose any affirmative obligations or duties upon the County.
- The Connerton West Community Development District shall be fully responsible for the installation, repair, maintenance and replacement of the streetlights within all public rights-of-way as shown hereon.
- The Owner further does hereby grant, convey, warrant and dedicate to the County a Non-Exclusive Flow Through Easement and reasonable right of access to ensure the free flow of water for general public drainage purposes over, through and under all private drainage easements or commonly owned property on this plat. In the event the District fails to properly maintain any private drainage easements/facilities preventing the free flow of water, the County shall have the reasonable right, but not the obligation, to access and enter upon any private drainage easement for the purpose of performing maintenance to ensure the free flow of water.

OWNER: CONNERTON L.L.C., A Delaware Limited Liability Company
BY: Westerra Management, L.L.C., its authorized representative

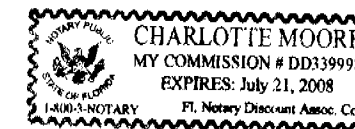
By: W. Stewart Gibbons
Name: W. Stewart Gibbons
Title: Vice President

Witness: Adam T. Lorry Witness: Gary Miller

ACKNOWLEDGMENT
STATE OF FLORIDA, COUNTY OF PASCO

The foregoing was acknowledged before me on this 14th day of March, 2006 by W. Stewart Gibbons as Vice President of Westerra Management, L.L.C., authorized representative of CONNERTON L.L.C., a Delaware Limited Liability Company, on behalf of the Company. He is Personally known to me.

Charlotte Moore
Notary Public, State of Florida at Large
Charlotte Moore



CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT

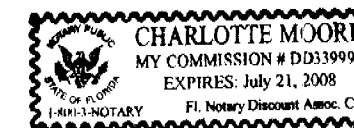
The Board of Supervisors, of Connerton West Community Development District, hereby accepts the dedication and associated maintenance obligations.

Chairman: Kathy L. Shelling Witness: Gary Miller Witness: Joyce A. Bell
Assistant Secretary: Dale S. Jones, Jr. Witness: Gary Miller Witness: Whitney Vargas

ACKNOWLEDGEMENT: State of Florida, County of Hillsborough

The foregoing instrument was acknowledged before me this 14th day of March, 2006, by Kathy L. Shelling, as Chairman and Dale S. Jones, Jr., Assistant Secretary of Connerton West Community Development District, for and on behalf of said district. They are personally known to me.

Charlotte Moore
Notary Public, State of Florida at Large
Charlotte Moore



MORTGAGEE: JOINDER AND CONSENT TO DEDICATION

RFC CONSTRUCTION FUNDING CORP., as Mortgagee under a certain mortgagee dated February 22, 2005 as recorded in Official Records Book 6240, Page 01 of the Public Records of Pasco County, Florida, hereby consents to and joins in the recording of this instrument and the dedications shown hereon.

MORTGAGEE: RFC CONSTRUCTION FUNDING CORP., a Delaware Corporation

By: Terence E. Stifter Witness: Max Ferentinos Witness: David Peterson
Name: Terence E. Stifter
Title: Assistant Vice President

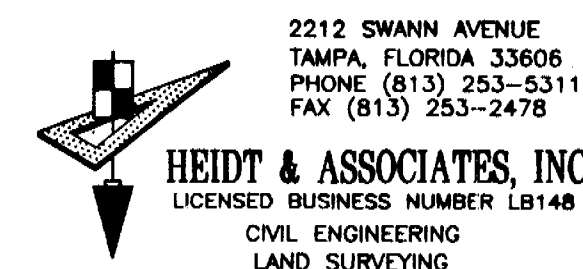
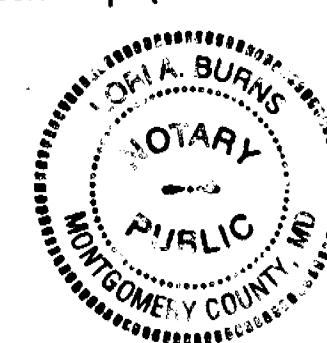
ACKNOWLEDGMENT
STATE OF MARYLAND, COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 15th day of March, 2006, by Terence E. Stifter as Assistant Vice President of RFC Construction Funding Corp., a Delaware Corporation. He is personally known to me.

Lori A. Burns
Notary Public, State of Florida at Large
Lori A. Burns

My Commission expires: 7/12/2009

Commission Number: N/A











Clear Cut Heavy Brush Mulching

2105 North Jamaica Street
Tampa, Florida 33607
8136832988
clearcutmulching@gmail.com | www.heavybrushmulching.com



RECIPIENT:

Frank Nolte

12750 Citrus Park Lake
Suite 115
Tampa, FL 33625

Phone: +17276087766

SERVICE ADDRESS:

Chrysalis Cay Loop
Land O' Lakes, Florida 34637

Estimate #327

Sent on Oct 02, 2022

Total **\$2,500.00**

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Forestry Mulching	- Mulch all vegetation 15' back from property line behind the following lots. Lots #36-38 along Chrysalis Clay Loop Lots #31-35 along Swiss Chard Circle Note: The 15' cutback begins 120' from the back of sidewalk at all lots.	1	\$2,500.00	\$2,500.00

Total

\$2,500.00

Thank you for your consideration and we look forward to completing this project beyond your expectations! Please note this quote is valid for the next 30 days.

Signature: _____ Date: _____

Proposal for Extra Work at Connerton West CDD

Property Name	Connerton West CDD	Contact	Jason Liggett
Property Address	21100 Fountain Garden Way Land O' Lakes, FL 34628	To	Connerton West CDD c/o Rizzetta & Co.Inc
		Billing Address	c/o Rizzetta & Co Inc 5844 Old Pasco Rd Ste 100 Wesley Chapel, FL 33544
Project Name	Connerton Vegetation Cutback		
Project Description	15' section of CDD owned property behind Chrysalis Cay Loop and Swiss Chard Circle.		

Scope of Work

QTY	UoM/Size	Material/Description
1.00	EACH	Labor to cut back 15' of overgrown areas. Includes flush cutting trees.
1.00	EACH	Debris Removal/Disposal

For internal use only

SO# 7957751
JOB# 342200227
Service Line 130

Total Price \$12,450.00

THIS IS NOT AN INVOICE

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

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
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13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
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Customer

Signature

Title

Property Manager

Jason Liggett
Printed Name

Date

October 20, 2022

BrightView Landscape Services, Inc. "Contractor"

Account Manager, Senior

Signature

Title

Roy Elliot Harris

October 20, 2022

Printed Name

Date

Job #: 342200227

SO #: 7957751

Proposed Price: \$12,450.00

Tab 7

Proposal for Extra Work at Connerton West CDD

Property Name	Connerton West CDD	Contact	Jason Liggett
Property Address	21100 Fountain Garden Way Land O' Lakes, FL 34628	To	Connerton West CDD c/o Rizzetta & Co.Inc
		Billing Address	c/o Rizzetta & Co Inc 5844 Old Pasco Rd Ste 100 Wesley Chapel, FL 33544

Project Name	Cut back on the shoreline
Project Description	Cut & remove debris growing into turf

Scope of Work

QTY	UoM/Size	Material/Description
14.00	LUMP SUM	Cut and Remove bushes/shrubs. Not to touch Cyrpres/Elms/Maples

For internal use only

SO#	7933154
JOB#	342200227
Service Line	130

Total Price	\$630.00
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26642 Wild Fern Circle, Lutz, FL 33559 ph. (813) 994-2309 fax (813) 973-3293

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6. **Liability:** Contractor shall indemnify the Customer and its agents and employees from and against any third-party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
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Customer

Property Manager

Signature _____ Title _____

Jason Liggett

September 23, 2022

Printed Name _____ Date _____

BrightView Landscape Services, Inc. "Contractor"

Account Manager, Senior

Signature _____ Title _____

Epifanio Carvajal Ulloa

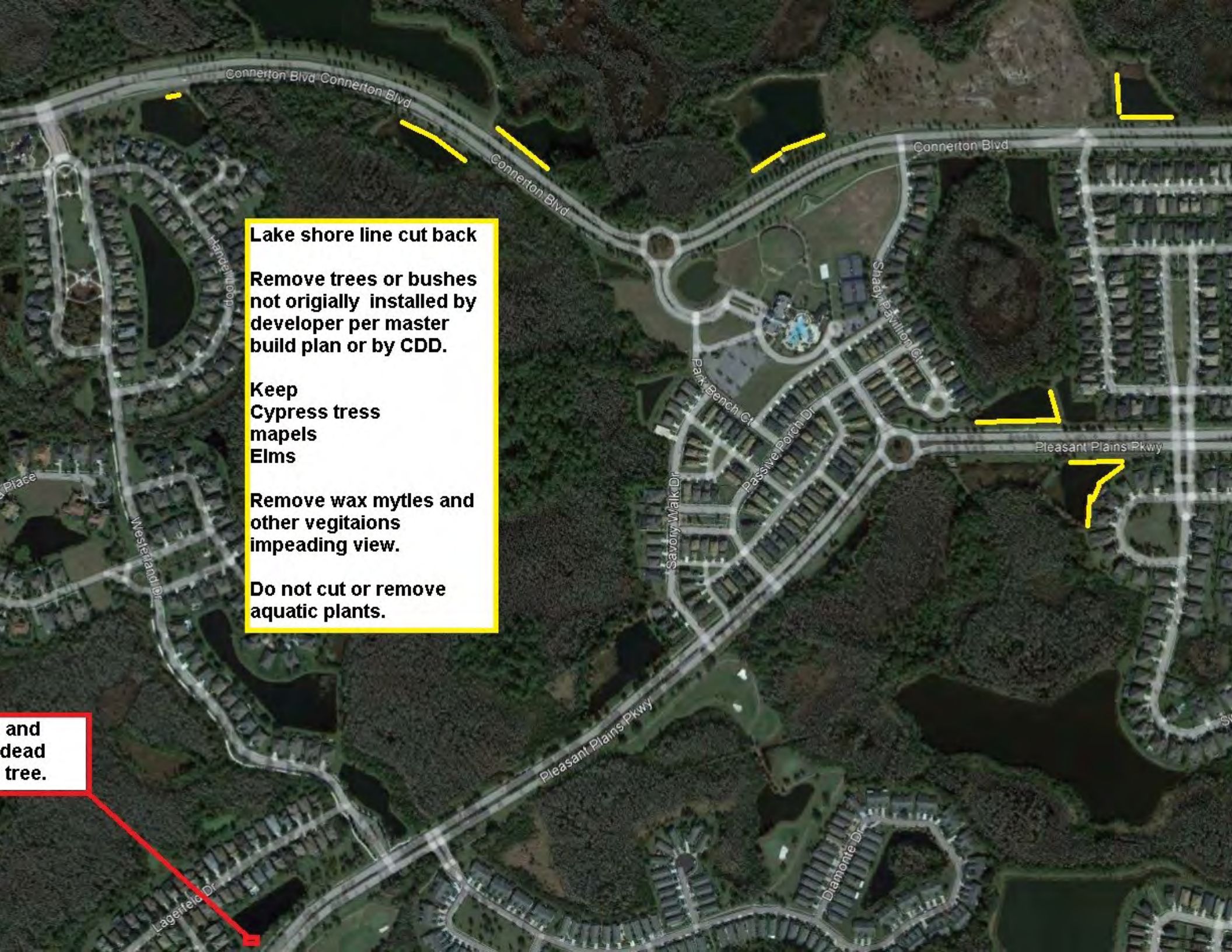
September 23, 2022

Printed Name _____ Date _____

Job #: 342200227

SO #: 7933154

Proposed Price: \$630.00



Lake shore line cut back

**Remove trees or bushes
not originally installed by
developer per master
build plan or by CDD.**

**Keep
Cypress trees
maples
Elms**

**Remove wax myrtles and
other vegetation
impeding view.**

**Do not cut or remove
aquatic plants.**

**and
dead
tree.**

Tab 8

Proposal for Extra Work at Connerton West CDD

Property Name	Connerton West CDD	Contact	Jason Liggett
Property Address	21100 Fountain Garden Way Land O' Lakes, FL 34628	To	Connerton West CDD c/o Rizzetta & Co. Inc
		Billing Address	c/o Rizzetta & Co Inc 5844 Old Pasco Rd Ste 100 Wesley Chapel, FL 33544
Project Name	Connerton CDD 10-26-22		
Project Description	Proposed tree care services		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Slash Pine (2) Remove Pine Trees infested with pine borer. Leave debris tucked away in the natural area.	\$3,600.00	\$3,600.00

For internal use only

SO# 7962866
JOB# 342200227
Service Line 300

Total Price \$3,600.00

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26642 Wild Fern Circle, Lutz, FL 33559 ph. (813) 994-2309 fax (813) 973-3293

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Customer

Signature

Title

Property Manager

Jason Liggett
Printed Name

Date

October 26, 2022

BrightView Landscape Services, Inc. "Contractor"

Signature

Title

Account Manager, Senior

Jason Allen Roberts
Printed Name

Date

October 26, 2022

Job #: 342200227

SO #: 7962866

Proposed Price: \$3,600.00

Tab 9

Proposal for Extra Work at Connerton West CDD

Property Name	Connerton West CDD	Contact	Darryl Adams
Property Address	21100 Fountain Garden Way Land O' Lakes, FL 34628	To	Connerton West CDD c/o Rizzetta & Co.Inc
		Billing Address	c/o Rizzetta & Co Inc 5844 Old Pasco Rd Ste 100 Wesley Chapel, FL 33544

Project Name Quarterly Annual Rotation

Project Description Remove & Install 5,000 annuals

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
5,000.00	EACH	Quarterly remove and Replace 5,000 annuals	\$1.82	\$9,100.00

For internal use only

SO# 7945977
JOB# 342200227
Service Line 130

Total Price \$9,100.00

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Customer

		District Manager	
Signature		Title	
Darryl Adams			October 07, 2022
Printed Name		Date	
BrightView Landscape Services, Inc. "Contractor"			
		Account Manager, Senior	
Signature		Title	
Roy Elliot Harris			October 07, 2022
Printed Name		Date	
Job #: 342200227			
SO #: 7945977			
		Proposed Price:	\$9,100.00

Tab 10



Proposal #253754

Date: 10/10/2022

From: Brandon Padilla

Proposal For

Connerton West CDD

c/o Rizzetta & Company, Inc.
3434 Colwell Ave
Suite 200
Tampa, FL 33614

main: 904-436-6270
mobile:
sloadholtz@rizzetta.com

Location

3434 Colwell Avenue

Suite 200
Tampa, FL 33614

Property Name: Connerton West CDD

Hiking Trail edge cleaning

Terms:

Clear and remove the turf/weeds from the edges of the hiking trail to regain all of the original area of asphalt. This will be done with a small Dingo loader, shovels, Utility golf cart with dump bed, also will be using round-up for eradication along the edges.

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
General Labor	1.00	\$3,975.00	\$3,975.00
Equipment - Dingo	1.00	\$750.00	\$750.00

Client Notes

Signature

X

SUBTOTAL \$4,725.00

SALES TAX \$0.00

TOTAL \$4,725.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Brandon Padilla

Office:
bpadilla@yellowstonelandscape.com

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Proposal

Proposal No.: 181618

Proposed Date: 10/07/22

PROPERTY:	FOR:
Connerton West CDD Jason Liggett 21100 Fountain Garden Road Land O' Lakes, FL 34637	Arbors Trail Asphalt Edging

Juniper Landscaping proposes to edge the Arbors Walking Trail. We will edge the trail using stick edgers on both sides up the the sidewalks at either end of the trail. All the grass removed from the trail edge will be disposed of in the native areas on either side of the trail. This will save money on disposal fees. Lastly the trail will be cleaned where edging occurred each day.

The labor on this proposal is for three guys to complete the job in eight days. This is due to the fact that some areas of the trail are not as overgrown as others and it will be quicker to edge the trail in these areas. If we are able to complete the job quicker then that time, we will change order the invoice for the actual time used on the job.

Asphalt does not always have a defined edge therefore some damage could occur from edging. Juniper will not be held responsible for any damage caused by edging or removing the grass. A waiver of liability will need to be executed by both parties prior to the job starting.



ITEM	QTY	UOM	TOTAL
Edging			\$9,900.00
Labor	180.00	HR	

Fuel Surcharge 3.0%			\$297.00
Fuel Surcharge	9900.00	EA	
			Total: \$10,197.00

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

_____	_____
Signature (Owner/Property Manager)	Date

Printed Name (Owner/Property Manager)	
_____	_____
Signature - Representative	Date

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The New Standard in Landscape Maintenance

1.888.RED.TREE

www.redtreelandscapesystems.com

5532 Auld Lane, Holiday FL 34690

WALKING PATH EDGE CLEAN-UP PROPOSAL
FOR
CONNORTON WEST CDD

Attention: Mr. Jason Liggett – Landscape Specialist

October 19, 2022

Target Area



Scope of Work

- Application of herbicide on bahia turf on both sides of asphalt trail to approximate edge of asphalt / beginning of turf edge.
- Once area is killed, use of a line trimmer to "burn" dead bahia turf off asphalt path to approximate edge of asphalt / beginning of turf edge.
- Blowing off of trail upon completion.

TOTAL COST: \$8,550.00

Authorized Signature to Proceed

Date of Authorization

Proposal submitted by Peter Lucadano – CEO / Owner
peteluke@redtreelandscapesystems.com / Cell Phone: (727) 919-3915

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Proposal for Extra Work at Connerton West CDD

Property Name	Connerton West CDD	Contact	Darryl Adams
Property Address	21100 Fountain Garden Way Land O' Lakes, FL 34628	To	Connerton West CDD c/o Rizzetta & Co.Inc
		Billing Address	c/o Rizzetta & Co Inc 5844 Old Pasco Rd Ste 100 Wesley Chapel, FL 33544

Project Name Edging/blowing walking path

Project Description edge 4 miles of walking path and equipment to remove existing turf growing over the path

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	DAY	Equipment-3 wheel construction sweeper	\$660.00	\$660.00
Labor				Subtotal
6.00	HOURL	Edge walking path and operate sweeper	\$54.00	\$324.00
				\$324.00

For internal use only

SO# 7944397
JOB# 342200227
Service Line 130

Total Price \$984.00

THIS IS NOT AN INVOICE

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

TERMS & CONDITIONS

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

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

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

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

Acceptance of this Contract

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

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

Customer

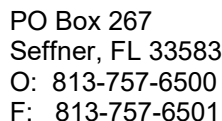
	District Manager
Signature	Title
Darryl Adams	October 05, 2022
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

	Account Manager, Senior
Signature	Title
Roy Elliot Harris	October 05, 2022
Printed Name	Date

Job #:	342200227		
SO #:	7944397	Proposed Price:	\$984.00

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Submitted To:

Connerton West CDD
c/o Rizzetta & Company, Inc.
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Date	10/7/2022
Estimate #	79681
LMP REPRESENTATIVE	
CH	
PO #	
Work Order #	

[illegible]

TERMS AND CONDITIONS:

TOTAL	\$3,550.00
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LMP reserves the right to withdraw this proposal if not accepted within 21 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and terms and conditions are hereby satisfactorily agreed upon. LMP, Inc. has been authorized to perform the work as outlined and payment will be made as outlined above. The above pricing does not include any unforeseen modifications to the said irrigation system that could not be reasonably accounted for prior to job start. All plant material carries a one (1) year warranty provided LMP, Inc. is performing landscape maintenance services to the area installed or enhanced at the time of installation. If not, then there is no warranty on the plant material. LMP cannot warranty against Acts of God, including cold weather events & natural disasters. Also, no warranty will be provided on any material that has been transplanted from another part of the property.

OWNER / AGENT

DATE _____

Tab 11

November 7, 2022

Connerton West Community Development District Engineer's Report:

Project Requiring Permit

Storybrook Park Improvements

- Paving is scheduled for October 4th
- Landscape and irrigation associated with the parking lot is scheduled for the Week of October 8th.

Trail Project

- On hold per Board until Developer requests us to move forward.
- Wetland impacts and ACOE permit obtained.

Acquisition Review

Parcel 209 Acquisition – Onsite punchlist review

- Landscape, Irrigation and Stormwater Acquisition inspections completed.
- Civil punch list still needs to be completed prior to acceptance of civil infrastructure

Parcel 208 Acquisition – Onsite punchlist review

- Landscape, Irrigation and Stormwater Acquisition inspections completed.
- Civil punch list still needs to be completed prior to acceptance of civil infrastructure

Miscellaneous Projects

Sealing of Entrance Signs

- Contractor is on vacation until November 1st. Will sign contract and schedule work upon return.

Shade Sail Project

- Contractor ordered new shade sails for all three parks. Sails have been manufactured and I am waiting on a delivery date. I will update Darryl with the schedule as soon as I receive it.

Dog Park Project

- Layout and cost estimate in agenda. We are working with Pasco County regarding the cost for the water meter and required permitting.

Westerland Drive Erosion Repairs

- Reviewed erosion and undermining of sidewalk along western side of Westerland Drive, per email from Chris Kawalec on June 19th. We will provide a report outlining proposed repairs at next meeting. Proposals were not approved for this repair.

November 7, 2022

Amenity Center Pond Wall Repair

- Cardno has reached out to multiple contractors and have not received a proposal to date. We will keep requesting proposals.

Lagerfield Sidewalk Review

- Reviewed sidewalk condition on Lagerfield and report is in the agenda for review. We have reached out to contractors to obtain proposals. Proposals will be presented at the November meeting.
- Sidewalk along Connerton Blvd. 200' west of the CDD Storage lot road and Connerton Blvd. Sidewalk is depressing and holding water. Cardno to send with Lagerfield to obtain proposals.

Connerton Ownership Map

- Cardno has prepared an ownership map for Connerton and it is located in the agenda for further review.

Preliminary Site Plan Dog Park

ENGINEER'S OPINION OF PROBABLE COST
Connerton West Community Development District
Westerland Drive Dog Park

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
DOG PARK COST SUMMARY
10/27/2022



ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL
1	Westerland Drive Dog Park				
1.1	6' Commercial Grade Black Vinyl Coated Chain Link Fence with Installation	LF	700	\$ 30.00	\$ 21,000.00
1.2	5' Access Gate	EA	3	\$ 1,000.00	\$ 3,000.00
1.3	10' Access Gate	EA	2	\$ 1,500.00	\$ 3,000.00
1.4	Pet Waste Stations with Installation	EA	2	\$ 600.00	\$ 1,200.00
1.5	Concrete Installation with Site Preparation	CY	10	\$ 1,200.00	\$ 12,000.00
1.6	Benches with Installation	EA	4	\$ 1,500.00	\$ 6,000.00
1.7	Water Service Line, Shutoff Valves, Back Flow Preventer and Drain Line (Including Site Restoration)	LS	1	\$ 7,000.00	\$ 7,000.00
1.8	Dog Water Fountains, with Installation	EA	2	\$ 4,000.00	\$ 8,000.00
1.9	Hose Bib Installation	EA	1	\$ 1,000.00	\$ 1,000.00
1.10	Dog Park Signage	LS	1	\$ 800.00	\$ 800.00
	Sub-Total Dog Park Improvement Costs				\$ 63,000.00
2	Miscellaneous				
2.1	Contingency (10%)	LS	1	\$ 6,300.00	\$ 6,300.00
2.2	County Permitting Fees	LS	1	\$ 3,000.00	\$ 3,000.00
2.3	Construction Oversight	LS	1	\$ 2,000.00	\$ 2,000.00
	Total Project Costs				\$ 74,300.00

* Parking not Included. Add \$60,000 for Parking Addition

Plot Stamp: 10/27/2022 2:20:07 PM - Frank Nole
File: \\cardno.corp\global\USFL\CLW01\CLW01\Projects\Dog Park\Survey\dwg, Tab: Layout2-Layout1



DOG PARK IMPROVEMENTS
CONNERTON WEST
COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

#	DATE	DESCRIPTION	BY

VASILI G. KOSTAKIS, P.E. LIC. NO.: 86613	
DATE	10/27/2022
DRAWN	RFN
DESIGNED	VK / RFN
CHECKED	GJW
PROJECT #	07947001.05
SHEET TITLE	
PRELIMINARY SITE PLAN	
SHEET NUMBER	

**Cardno**
CLEARWATER

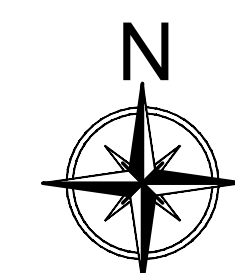
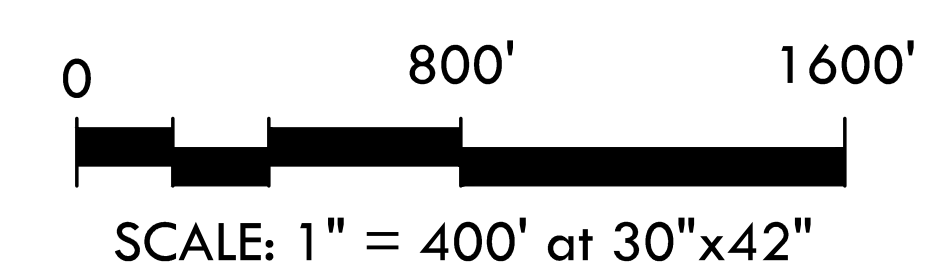
380 PARK PLACE BLVD, STE 300, CLEARWATER, FL 33769
TEL: (727) 531-3505 FAX: (727) 431-1777
www.cardno.com Certificate of Authorization No. 29915



Ownership Map



CONNERTON WEST CDD

OWNERSHIP MAP



 **Cardno** now  **Stantec**

Tab 12

FIELD OBSERVATION REPORT

Date: October 12, 2022

Field Observation Report Number: 1

Project Name: Connerton Lagerfeld

Project Number: 238200388

Cardno Representative (s): Greg Woodcock

Contractor: N/A

County / Consultant / Developer Representatives on Site: N/A

Weather Conditions: ☒ Clear ☐ Partly Cloudy ☐ Heavy Clouds ☐ Fog

Rain: ☐ None ☐ Light ☐ Heavy ☐ Showers

Soil Conditions: ☐ Dry ☐ Wet ☐ Extremely Wet

Effects of Weather on Major Work Items ☒ None ☐ <50% affected ☐ >50% affected ☐ No Work

Description of Work Activity:

Location: (Street Names/MH#s, etc.) Connerton Lagerfeld Sidewalk Report

General: Cardno now Stantec members went out review existing sidewalk at Lagerfeld. During our onsite review we observed sidewalks being up rooted by the oak trees planted in close proximity to the existing sidewalk. See pictures and location map below for additional information.

Action Items: Repair items outlined below with photos.

Report By: GJW

Key Map showing location of the sidewalk.



FIELD OBSERVATION REPORT

Location 1: Sidewalk needs to be removed and replaced. Elevation to match existing sidewalk on both sides. See picture below for additional information.



Location 2: Sidewalk needs to be grinded down to match existing sidewalk elevation. See picture below for additional information.



FIELD OBSERVATION REPORT

Location 3: Remove and replace existing sidewalk panel. Elevation to match lower panel. Remove roots within the 1' of the sidewalk panel. See picture below for additional information.



Location 4: Sidewalk needs to be grinded down. See picture below for additional information.



FIELD OBSERVATION REPORT

Location 5: Sidewalk needs to be grinded down. See picture below for additional information.



Location 6: Sidewalk needs to be grinded down to match existing panel elevation. See picture below for additional information.



FIELD OBSERVATION REPORT

Location 7: Sidewalk needs to be grinded down match existing sidewalk elevation. See picture below for additional information.



Location 8: Sidewalk needs to be grinded down match existing sidewalk elevation. See picture below for additional information.



FIELD OBSERVATION REPORT

Location 9: Remove and replace Sidewalk to match existing sidewalk elevation. Grind down existing sidewalk located further in the photo below. See picture below for additional information.



Location 10: Remove and replace Sidewalk to match sidewalk elevation on both sides. See picture below for additional information.



FIELD OBSERVATION REPORT

Location 11: Remove over poured concrete located in right of way next to tree. Sidewalk needs to be grinded down to match existing sidewalk elevations on both sides. See picture below for additional information.



Location 12: Sidewalk needs to be grinded down to match the existing sidewalk elevations on both sides. See picture below for additional information.



FIELD OBSERVATION REPORT

Location 13: Sidewalk needs to be grinded down to match existing sidewalk on two panels. See picture below for additional information.



Location 14: Sidewalk needs to be grinded down to match existing sidewalk elevation. See picture below for additional information.



FIELD OBSERVATION REPORT

Location 15: Sidewalk needs to be grinded down to match existing sidewalk elevation on both sides of panel. See picture below for additional information.



Location 16: Sidewalk needs to be grinded down to match existing sidewalk elevation on both sides of the panel. See picture below for additional information.



FIELD OBSERVATION REPORT

Location 17: Remove and replace Sidewalk, match existing sidewalk elevations on both sides of removed panel. See picture below for additional information.



Location 18: Sidewalk needs to be grinded down to match existing sidewalk elevation. See picture below for additional information.



FIELD OBSERVATION REPORT

Location 19: Sidewalk needs to be grinded down to match existing sidewalk elevation. See picture below for additional information.



Location 20: Sidewalk needs to be grinded down to match elevations on both sides of panels. See picture below for additional information.



FIELD OBSERVATION REPORT

Location 21: Sidewalk needs to be grinded down to match existing sidewalk elevations on both sides of panel. See picture below for additional information.



FIELD OBSERVATION REPORT

Location 22: Sidewalk needs to be grinded down match existing elevations of the sidewalk. See picture below for additional information.



Location 23: Sidewalk needs to be grinded down to match existing sidewalk elevations on both sides of sidewalk. See picture below for additional information.



FIELD OBSERVATION REPORT

Location 24: Remove and replace Sidewalk, match existing elevations on both sides of sidewalk. See picture below for additional information.



Location 25: Sidewalk needs to be grinded down to match existing sidewalk elevations on both sides of panel. See picture below for additional information.



FIELD OBSERVATION REPORT

Location 26: Sidewalk needs to be grinded down to match existing sidewalk elevation on both sides of panel. See picture below for additional information.



Location 27: Sidewalk needs to be grinded down to match existing sidewalk elevation on both sides of panel. See picture below for additional information.

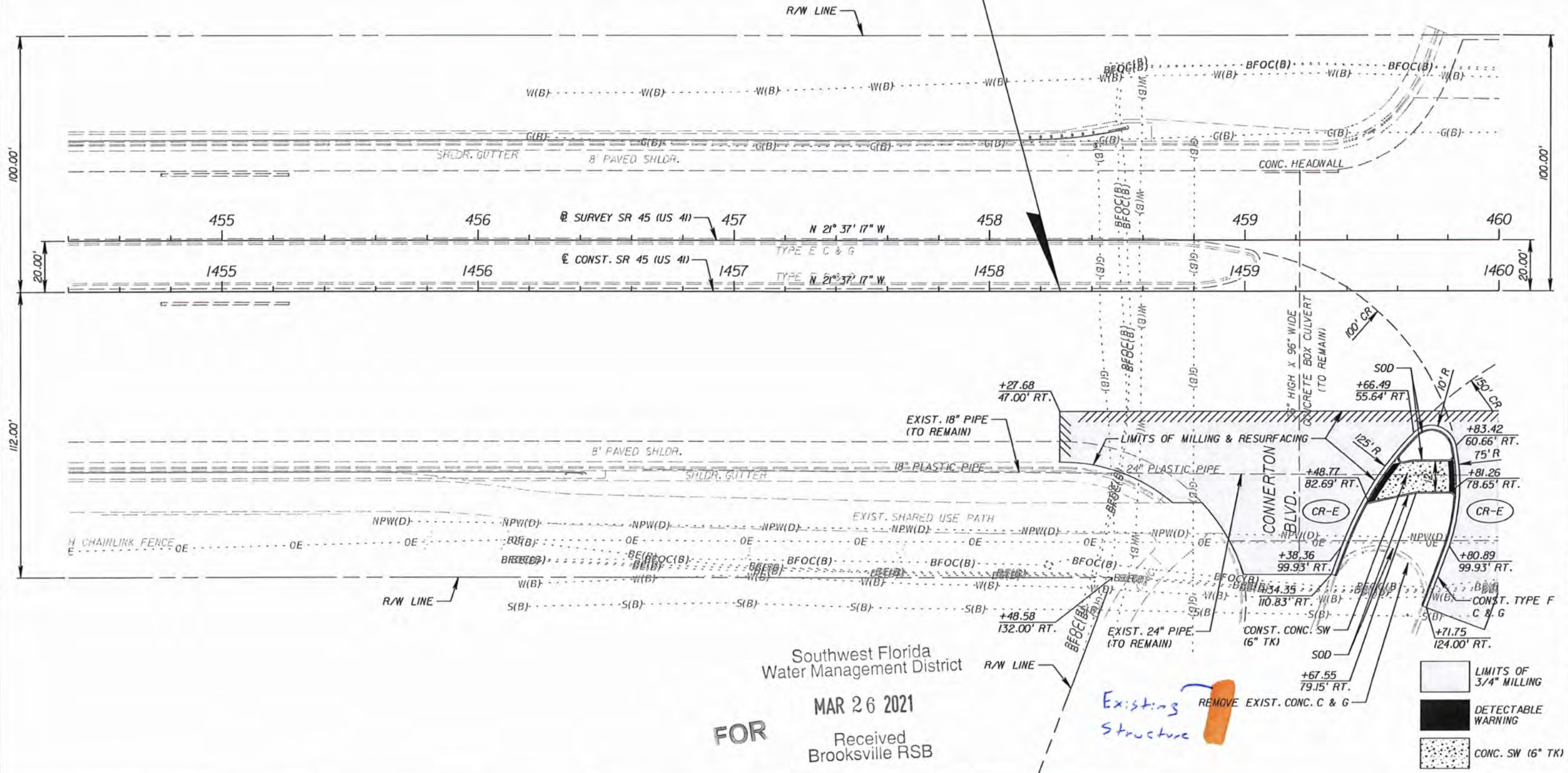


Tab 13

SR 45 (US 41)



BEGIN CONSTRUCTION
BEGIN MILLING & RESURFACING RT.
STA. 1458+27.68 @ CONST. SR 45 (US 41)
STA. 458+27.68 @ SURVEY SR 45 (US 41), 20.00' RT.



Southwest Florida
Water Management District

MAR 26 2021

Received
Brooksville RSB

FOR

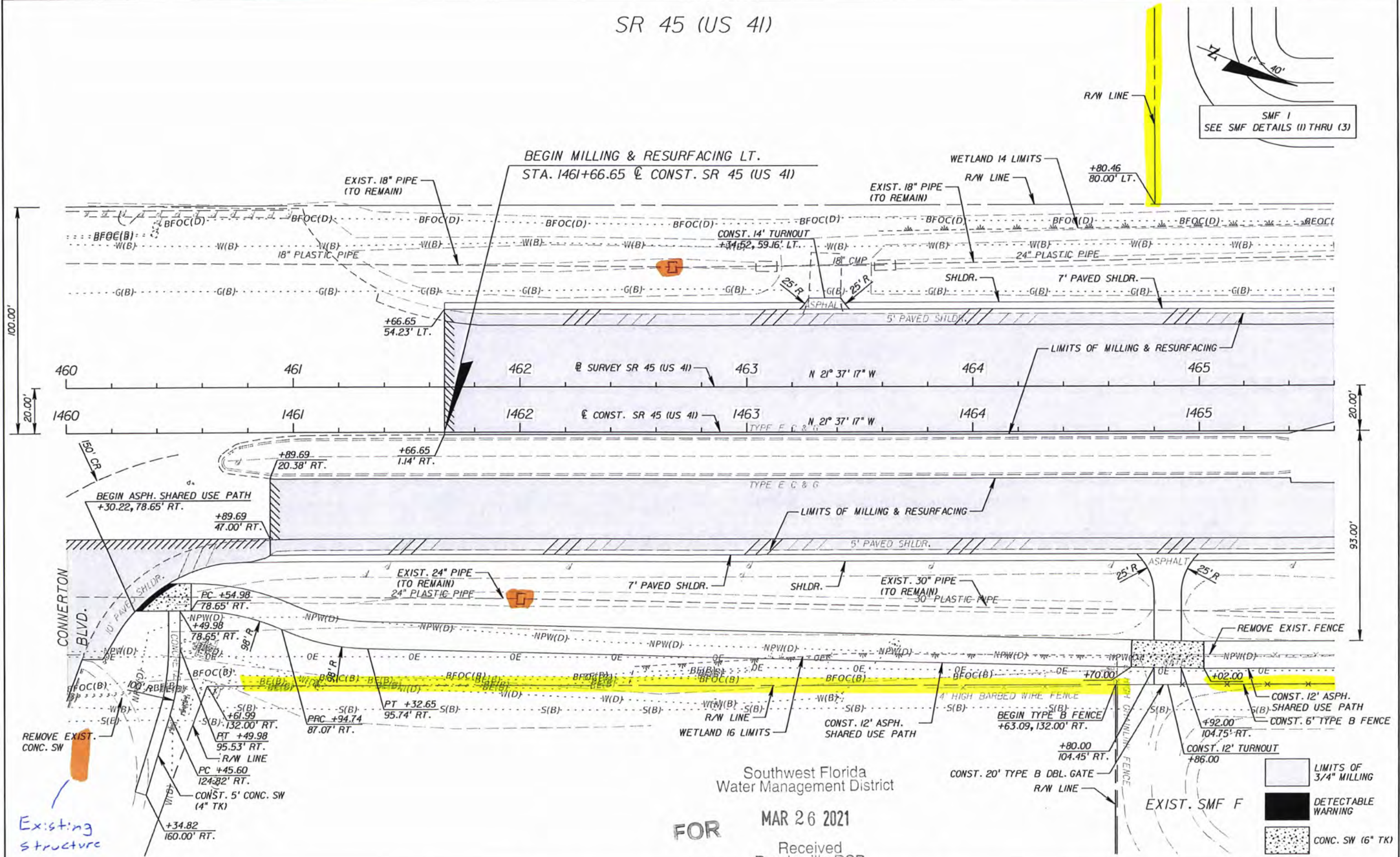
Existing
Structure

- LIMITS OF 3/4\"/>
- DETECTABLE WARNING
- CONC. SW (6\"/>

REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	ROADWAY PLAN (1) STA. 1454+20 - STA. 1460+00		SHEET NO. 58
DATE	DESCRIPTION	DATE	DESCRIPTION				
FALLER, DAVIS & ASSOCIATES, INC. 4200 W. CYPRESS ST., SUITE 500 TAMPA, FLORIDA 33607-4168 KENNETH R. MUZYK, JR., P.E. NO.: 44076				ROAD NO. SR 45	COUNTY PASCO	FINANCIAL PROJECT ID 256324-2-52-01	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SR 45 (US 41)



Southwest Florida
Water Management District

FOR
MAR 26 2021
Received
Brooksville RSB

REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	ROADWAY PLAN (2) STA. 1460+00 - STA. 1465+60	SHEET NO. 59
DATE	DESCRIPTION	DATE	DESCRIPTION			
				ROAD NO.	COUNTY	FINANCIAL PROJECT ID
				SR 45	PASCO	256324-2-52-01

FALLER, DAVIS & ASSOCIATES, INC.
4200 W. CYPRESS ST., SUITE 500
TAMPA, FLORIDA 33607-4168
KENNETH R. MUZYK, JR., P.E. NO.: 44076

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Tab 14

Connerton Playground Mulch
Proposal Summary



Contractor	Contact	Proposal Amount	Notes
Rep Services	Wendy Bowerman	\$15,768	Total of 212 CY of Mulch. If less is required we will only be invoiced for what we actually need.
Pro Playgrounds	Pro Playgrounds	\$19,789	



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@rep-services.com

CGC1508223

Page 1 of 2

Please mail POs, contracts and checks to:

Rep Services, Inc.

165 W. Jessup Ave.

Longwood, FL 32750-4146

Proposed To: Cardno, Inc. 10004 Park Meadows Dr Ste 300 Lone Tree, CO 80124-5444	Ship To: TBD at a later date	Bill To: Connerton West CDD 5844 Old Pasco Rd Ste 100 Wesley Chapel, FL 33544-4010
Attn: Frank Nolte	Attn:	Attn: David Metz

Project No: 15049	Project Name: Connerton West CDD	Project Contact: Greg Cox
Proposal No: 15049.05	Proposal Name: Connerton West CDD - Mulch	Project Location: 21100 Fountain Garden Rd Land O Lakes, FL 34637
Proposal Date: 9/22/2022	Proposal Expires: 10/20/2022	Project County: Pasco
For Questions Contact: Wendy Bowerman	Phone: 407-853-3557	Email: wendy@rep-services.com
Consultant: Scott Brushwood	Phone: 727-539-8457	Email: scott@rep-services.com
		Opt/Rev: B/3 Printed: 9/22/22 - WB

Vendor: Engineered Wood Fiber supplied by Rep Services	Proj Drawings: 584957
---	------------------------------

Class	Part No	Qty	Description	Unit Price	Net Price	Ext Price
Surfacing	EWf	1 CY	Engineered wood fiber mulch supplied and installed, 12" depth. 212 Yds of EWf Installation in 3 areas in development Storybrook Playground- 56 Yds Willow Vista Playground- 51 Yds Rose Cottage Playground- 105 Yds	15,767.50	15,767.50	15,767.50

Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge: Included

Engineered Wood Fiber supplied by Rep Services Total: \$15,767.50

General Terms of Sale and Proposal Summary

Net 30	Product:	\$15,767.50
	Proposal Total:	\$15,767.50

Notes

Basis of Proposal:

Our proposal is based upon email request 9/20/2022.

Surfacing for 3 different playgrounds in the Connerton West area

Storybrook, Willow Vista and Rose Cottage.

This proposal is for material, freight and applicable tax only. Any building permits, engineering, unloading, assembly, installation, site preparation and surfacing are by others. Drivers will not unload the shipment. Purchaser must make arrangements for unloading of playground or exercise equipment, shade, and shelter product lines. In most circumstances this will require a fork lift. For certain site furnishing orders, a lift gate and pallet jack may be available for an additional fee. Please alert your sales team of this need.

If, during the performance of this contract, the price of an input increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of an input is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of an input, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

Please note the vendor information itemized below.

Also, please be aware that we generate separate invoices for product at the time of delivery. If your project should include products from multiple manufacturers, each will be invoiced and taxed separately. If you require consolidated invoices, Please alert your sales team.

Estimated product delivery schedule-

The lead time for your project is 4 weeks after RSI receipt of your signed order, finish selections, Credit Agreement and Deposit.

Engineered Wood Fiber:

*** IPEMA CERTIFIED ASTM F1292-13 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment and ASTM F2075-10a Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

Drainage is extremely important to the long-term performance of your playground surfacing. A minimum of a 12" depth of surfacing material must be maintained at all times.

*** This is a natural product. Particle size, texture and color may vary from a tan to a dark brown due to the natural conditions of the environment.

This proposal is for Engineered Wood Fiber playground surfacing delivered to the site.

Freight prices are subject to an energy/fuel surcharge if implemented between the time of quote and placement of order.

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

The undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or principal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1 ½ % per month or the maximum interest rate permitted by applicable law, whichever is less. Should it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Seminole County, FL.

Accepted By:

Connerton West CDD

Company Name	Authorized By	Printed Name	Date
As Its: _____ (Title)			



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Project Name
Connerton West CDD Wood Mulch



Date	Estimate #
10/25/2022	17096

Customer / Bill To
Connerton West CDD Frank Nolte 12750 Citrus Park Lake Suite 115 Tampa, FL 336259

Ship To
Connerton 21100 Fountain Garden Rd Land O' Lakes, FL 34637

Item	Description	Qty	Cost	Total:
	Furnish labor and materials to: 1. Install 212 cubic yards into an existing bordered area.			
	SURFACING MATERIALS			
EWFM	Engineered Wood Fiber Playground Mulch	212	50.00085	10,600.18
Shipping	Combined Shipping and Freight Charges	1	2,649.78	2,649.78
	RENTALS, LABOR & INSTALLATION			
22-Rentals	Rentals for Installation	1	764.99	764.99
LBR	Labor and Installation	1	5,774.05	5,774.05

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal: \$19,789.00

Sales Tax: (7.5%) \$0.00

Total: \$19,789.00

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

Tab 15

Site Masters of Florida, LLC
5551 Bloomfield Blvd.
Lakeland, FL 33810
Phone: (813) 917-9567
Email: tim.sitemastersofflorida@yahoo.com

PROPOSAL

Connerton West CDD
Retaining Wall at Amenity Center

10/27/2022

**Restore missing parts of modular block retaining wall on pond
near Amenity Center**

- scope includes replacement of 12 wall blocks and 15 cap blocks
- restoration will use transfer of blocks from Westerland wall to maintain similar appearance
- blocks taken from Westerland wall will be replaced with new blocks

TOTAL \$3,600

Alternate Option:

Repair pond retaining wall with new blocks/caps \$2,400
(no work on Westerland wall)

Tab 16



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** December 5, 2022, at 4:00pm
- **Next Election (Seats):** Term 11/18 – 11/22 (Seat 3-Chris) Unopposed; Term 11/18-11/22 (Seat 4-John) Opposed; Term 11/18-11/22 (Seat 5-Daniel) Unopposed

District Manager's Report

November 3

2022

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FINANCIAL SUMMARY

7/31/2022

General Fund Cash &
Investment Balance:

\$466,114

Reserve Fund Cash &
Investment Balance:

\$708,462

Debt Service Fund
Investment Balance:

\$1,024,124

**Total Cash and Investment
Balances:**

\$2,190,009

**General Fund Expense
Variance: \$9,004**

**Under
Budget**



Supervisor Request Updates

Supervisor Requests –

- **Accounting Software-** Connerton West will receive training on how to use the new Intacct accounting system. Intacct will give the Board the ability to pull invoices remotely.
- **Amended Budget-** The Board will not need an Amended Budget for the Fiscal Year 2021-2022.
- **Resignation of Seats-** In December, the Board will complete a redesignation of seats. This will ensure that the District stays in compliance.
- **Mail Kiosk-** I reached out to multiple vendors, and I received one proposal from Costena. The proposal is for \$2,226.50 to light up the mail kiosk.
- **208 and 209 Takeover-** All agreements have been signed by the Chair and Lennar. Our vendors have been given permission to service 208 and 209.
- **Connerton West Annuals-** I reached out to Brightview regarding the new annual selection, and Daniel provided his input.
- **Campus Suites-** Campus Suites doesn't do social media on the behalf of CDD. They said it's too risky because of the legal requirements by law. They can post links to the CDD Website.
- **Towing Policy Agreement-** All documents have been sent to Crockett Towing. We're waiting on them to execute the agreement so we can schedule an onsite visit for the signs.
- **Security Consultant-** Chuck Bellissimo with HPI Security is still working on the security report for the District. I provide Chuck with a map that he can use to create the report.
- **Pressure Washing-** The Pressure Washing vendor will start the project in October, and I asked Craig for a schedule. I still haven't received the schedule and waiting on a response when he thinks he will be completed with the project.
- **Painting of the Entrance Signs-** The team will provide an update at the meeting.
- **Accident on Pleasant Plains-** I'm working with Counsel in getting the police report for the accident that happened on CDD property. Connerton West insurance has been informed of the incident.
- **Hog Trapping-** I spoke with Jerry regarding his increased invoice for his services. He mentions that the cost has gone up. I told him that we have a contract, and he isn't allowed to increase his cost without informing the Board. He apologized and said he doesn't want to lose Connerton West's business. He is willing to give the CDD credit of \$400. The Board will discuss this matter at the meeting.

Tab 17



Quarterly Compliance Audit Report

Connerton West

Date: September 2022 - 3rd Quarter

Prepared for: Scott Brizendine

Developer: Rizzetta

Insurance agency:



Preparer:

Jason Morgan - *Campus Suite Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

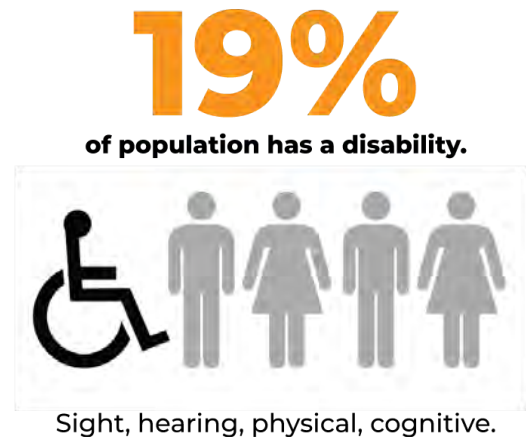
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

Tab 18

**FIRSTAMENDMENT TO THE AGREEMENT BETWEEN CONNERTON WEST
COMMUNITY DEVELOPMENT DISTRICT AND BRIGHTVIEW LANDSCAPE
SERVICES, INC.
FOR LANDSCAPE MAINTENANCE SERVICES**

THIS FIRST AMENDMENT (“**First Amendment**”) is made and entered into this __ day of October, 2022, by and between:

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government located in Pasco County, Florida, with a mailing address of c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33755 (“**District**”); and

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Florida corporation, whose mailing address is 26642 Wild Fern Circle, Lutz, Florida 33559 (hereinafter “**Contractor**”, together with District the “**Parties**”).

RECITALS

WHEREAS, the District and Contractor previously entered into that certain *Agreement for Landscape Maintenance Services between Connerton West Community Development District and Brightview Landscape Services, Inc.*, dated November 1, 2021, (“**Agreement**”), which is incorporated herein by this reference; and

WHEREAS, pursuant to Section 11 of the Agreement, the Agreement may be amended by an instrument in writing executed by both Parties; and

WHEREAS, the District recently acquired landscape improvements in certain areas, identified on the map attached as **Exhibit A** to this First Amendment, and desires that Contractor provide professional landscape maintenance services for those newly acquired improvements (“**Parcels 208 and 209 Landscape Improvements**”); and

WHEREAS, Parties desire to amend the Agreement to include the Parcels 208 and 209 Landscape Improvements to Contractor’s Services and Maintenance Area, as those terms are defined in the Agreement, and as set forth in more detail below and in the Contractor’s proposal, attached hereto as **Exhibit B**, which is incorporated herein by this reference; and

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

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

SECTION 2. AMENDMENTS. Pursuant to Section 11 of the Agreement, the District and Contractor agree to amend the Agreement as follows:

- A. Section 3, Compensation; Term, paragraph A.** of the Agreement is hereby amended as follows: “The term of this Agreement shall be from November 1, 2022, through September 30, 2023, and shall automatically renew for one (1) additional one-year period, unless terminated earlier in accordance with the terms of this Agreement.”
- B. Section 3, Compensation; Term, paragraph B.** of the Agreement is hereby amended as follows: “As compensation for the completion of the Services, the District agrees to pay a Contractor twelve (12) equal monthly payments of Thirty-Nine Thousand Six Hundred Dollars and Sixty-Six Cent (\$39,600.66), for a total annual amount of Four Hundred Seventy-Five Thousand Two Hundred Eight Dollars (**\$475,208.00**), which amount shall include all tools, labor, and materials necessary to complete the Services.”

Such payment shall be due and payable in accordance with the terms of the Agreement.

- C.** Contact information for District counsel in **Section 13. B., Notices** of the Agreement is amended as follows:

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

- D. Exhibit B** to the Agreement is hereby amended to include Contractor’s provision of Services for the Parcels 208 and 209 Landscape Improvements, as identified in Exhibit B to this First Amendment, and to amend the Maintenance Areas to include those parcels identified in Exhibit A to this First Amendment.

SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, fees, costs, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable. To the extent that the terms of the Agreement or this First Amendment conflict with any provisions of **Exhibit A** or **Exhibit B**, the Agreement and/or First Amendment shall control, as applicable.

SECTION 4. AUTHORIZATION. The execution of this First Amendment has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the

Contractor have full power and authority to comply with the terms and provisions of this First Amendment.

SECTION 5. EXECUTION IN COUNTERPARTS. This First Amendment 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.

[Signature page follows]

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

ATTEST:

**CONNERTON WEST COMMUNITY
DEVELOPMENT DISTRICT II**

Darryl Adams
Secretary/Assistant Secretary


Vice/Chairperson, Board of Supervisors

BRIGHTVIEW LANDSCAPE SERVICES, INC.

Stacey Gillis
Witness

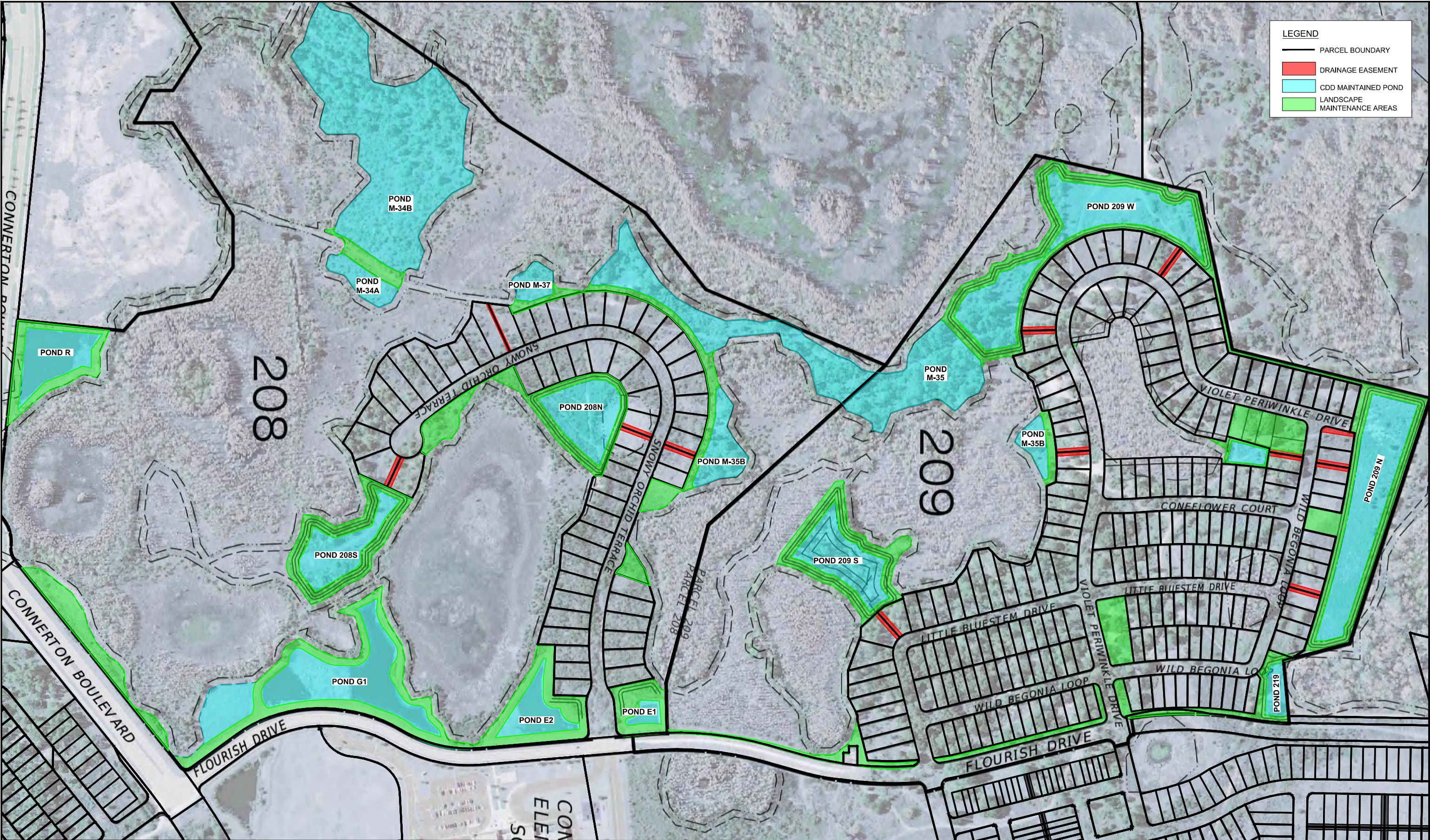
Stacey Gillis
Print Name of Witness

By: _____
Print Name: _____
Its: _____

- Exhibit A:** Parcels 208 and 209 Location Maps
Exhibit B: Contractor's Proposal

Exhibit A
Parcels 208 and 209 Location Maps

[See following page]



LEGEND

- PARCEL BOUNDARY
- DRAINAGE EASEMENT
- CDD MAINTAINED POND
- LANDSCAPE MAINTENANCE AREAS

CONNERTON WEST
PARCEL 208 & 209 MAINTENANCE EXHIBIT



\\vanderbilt.corp\global\US\FL\CLW01\CLW01 Projects\079427\079427001.05\Mainenance Exhibit Parcel 208 and 209 Maintenance Map.dwg

Exhibit B Contractor's Proposal

22642 Wild Fern Circle
Lutz, FL 33559
T. 813 994 2309
www.brightview.com



Competitive Pricing That Fits Your Budget

We are committed to fulfilling the specific landscape needs of Connerton CDD Parcels 208 & 209 while providing the service you expect at a price point that fits your budget. BrightView Landscape Maintenance will provide the following competitive pricing per specifications as noted in the specifications as provided.

<u>SERVICE DESCRIPTION</u>	<u>MONTHLY</u>	<u>YEARLY</u>
Base Management	\$5,433.75	\$65,205.00
• Mowing, Weeding, Edging		
• Blowing Debris		
• Bed Weed Control		
• Shrubs and Groundcover Pruning		
• Turf Fertilization		
• Turf Insect Control		
• Turf Weed Control		
• Shrub and Groundcover Fertilization		
• Shrub and Groundcover Insect Control		
• Palm Pruning		
• Pond Mowing		
(All services performed on the same frequency as the original contract)		
 TOTAL BASE SERVICE.....	 \$5,433.75	 \$65,205.00

Tab 19

**FIRSTAMENDMENT TO THE AGREEMENT BETWEEN CONNERTON WEST
COMMUNITY DEVELOPMENT DISTRICT AND AQUATIC WEED CONTROL, INC.
FOR AQUATIC MANAGEMENT SERVICES**

THIS FIRST AMENDMENT (“**First Amendment**”) is made effective as of the 1st day of October, 2022, by and between:

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government located in Pasco County, Florida, with a mailing address of c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33755 (“**District**”); and

AQUATIC WEED CONTROL, INC., a Florida corporation, whose address is 6536 Pinecastle Boulevard, Orlando, Florida 32859 (hereinafter “**Contractor**”, together with District the “**Parties**”).

RECITALS

WHEREAS, the District and Contractor previously entered into that certain *Agreement between the Connerton West Community Development District and Aquatic Weed Control for Aquatic Management Services*, dated April 6, 2021, (“**Agreement**”), which is incorporated herein by this reference; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both Parties; and

WHEREAS, the Parties desire to amend the Agreement to include certain stormwater ponds (“**Ponds**”) and mitigation areas (“**Mitigation Areas**”) recently acquired by the District as set forth in more detail below and in the Contractor’s proposal, attached hereto as **Exhibit A**; and

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

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

SECTION 2. AMENDMENTS. Pursuant to Section 18 of the Agreement, the District and Contractor agree to amend the Agreement as follows:

- A. **Section 3, Scope of Aquatics Management Services** and **Exhibit A** of the Agreement are hereby amended pursuant to Contractor’s proposal provide service to additional Ponds and Mitigation Areas, for a total of sixty-five

(65) Ponds and thirty-two (32) wetland Mitigation Areas located within the District's boundaries, as identified in the maps attached hereto as **Exhibit B**.

- B. Section 5.A., Compensation; Term** of the Agreement is hereby amended as follows: "As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Five Thousand One Hundred Fourteen Dollars and No Cents (\$5,114.00) per month for an annual amount of Sixty-One Thousand Three Hundred Sixty-Eight Dollars and No Cents (**\$61,368.00**) for the maintenance of the District's sixty-five (65) Ponds. District also agrees to pay the Contractor Four Thousand One Hundred Dollars (\$4,100.00) per quarter for an annual amount of Sixteen Thousand Four Hundred Dollars (**\$16,400.00**) for the maintenance of the District's thirty-two (32) Mitigation Areas. The term of this Agreement shall be from October 1, 2022, through September 30, 2023, unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement."

Such payment shall be due and payable in accordance with the terms of the Agreement.

- C.** Contact information for District counsel in **Section 20. A., Notices** of the Agreement is amended as follows:

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

- D.** As of the date of this Amendment, the District's "Public Records Custodian" is Rizzetta & Company. All references to the "Public Records Custodian" in the Agreement, including contact information for the same provided in Section 23, Public Records, shall be revised accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 994-1001, OR BY EMAIL AT DARRYL@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

E. Exhibit A to the Agreement is hereby amended to include those additional Pond and Mitigation Areas identified by Exhibit A to this First Amendment.

F. Exhibit B to this First Amendment is hereby added to the Agreement as Exhibit B thereto.

SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, fees, costs, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable. To the extent that the terms of the Agreement or this First Amendment conflict with any provisions of **Exhibit A** or **Exhibit B**, the Agreement and/or First Amendment shall control, as applicable.

SECTION 4. AUTHORIZATION. The execution of this First Amendment has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this First Amendment.

SECTION 5. EXECUTION IN COUNTERPARTS. This First Amendment 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.

SECTION 6. EFFECTIVE DATE. This First Amendment shall have an effective date as of the day and year first written above

[Signature page follows]

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

ATTEST:

**CONNERTON WEST COMMUNITY
DEVELOPMENT DISTRICT II**

Darryl Adams
Secretary/Assistant Secretary

[Signature]
Vice/Chairperson, Board of Supervisors

AQUATIC WEED CONTROL, INC.

Stacey Gillis
Witness

By: [Signature]
Print Name: TAD ROMAN
Its: _____

Stacey Gillis
Print Name of Witness

Exhibit A: Contractor's Proposal
Exhibit B: Maintenance Area Location Maps

Exhibit A
Contractor's Proposal



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

THIS AMENDMENT to the original contract made the date set forth below, by and between **FIRST CHOICE Aquatic Weed Management, LCC**. Hereinafter called "FC", and

Connerton West CDD

c/o Rizzetta

5844 Old Pasco Rd.

Suite 100

Wesley Chapel, Fl. 33544

Darryl Adams 813-994-1001 Darryla@rizzetta.com

05/01/2022 – 04/30/2023

Hereinafter called "CUSTOMER". The parties hereto agree as follows:

AWC agrees to maintain the following additional (14) waterway(s) for a total of (65) ponds and (32) wetlands in accordance with the terms and conditions of this agreement.

Customer agrees to pay AWC in the following amount and manor:

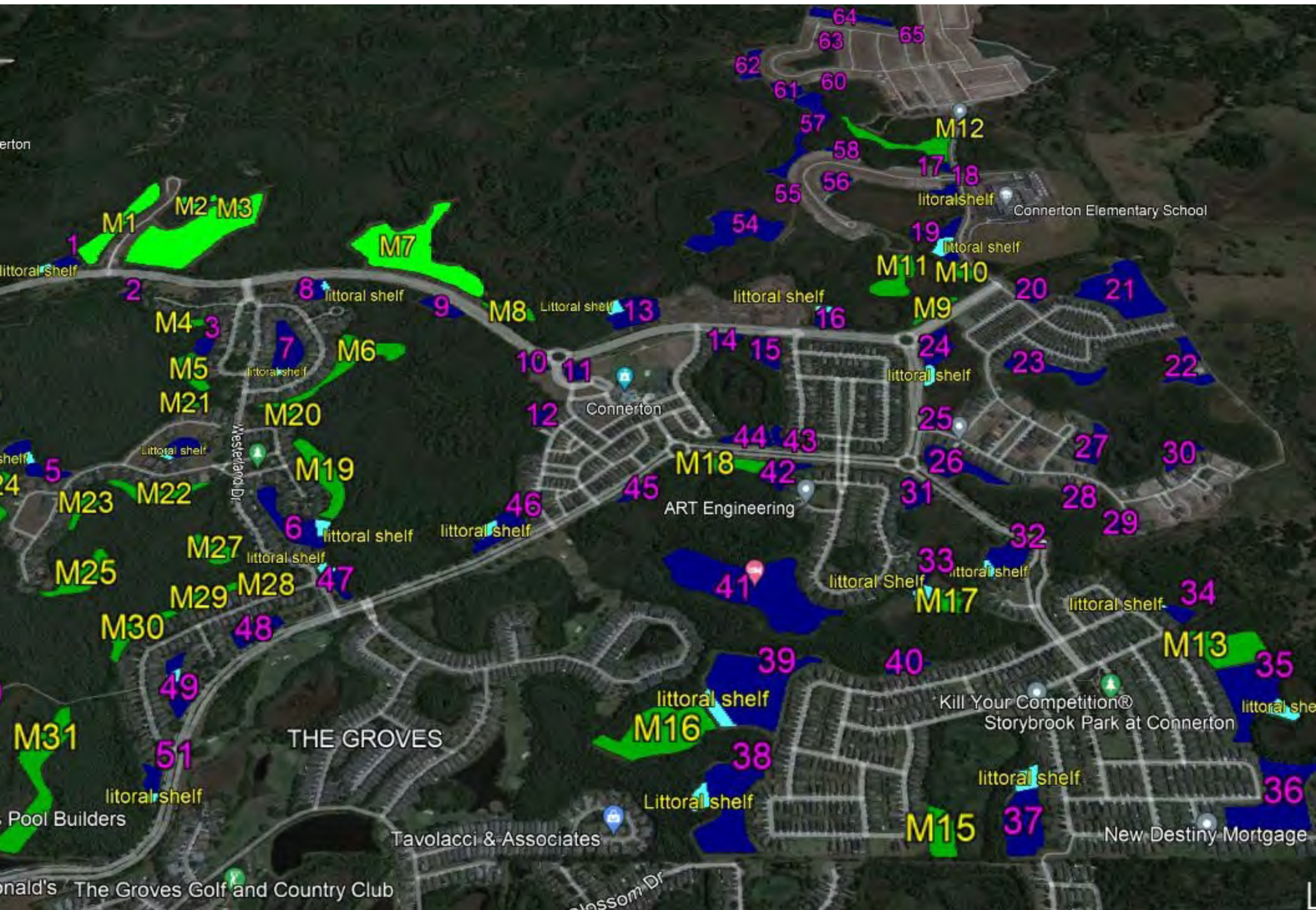
(14) Additional waterways associated with Connerton West CDD

- Initial startup charge	\$ n/a
- Shoreline grass and brush control	\$ 1,164.00 (monthly)
- Submersed and floating vegetation control	\$ Included
- Additional treatments as required by AWC	\$ Included
- A monthly report of all waterways treated	\$ Included

Additional monthly investment \$ 1,164.00

Exhibit B
Maintenance Area Location Maps

[See following page]



Tab 20

**IRRIGATION MAINTENANCE AGREEMENT BETWEEN
CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
AND BALLENGER IRRIGATION LLC**

THIS AGREEMENT (“**Agreement**”) is made and effective as of the 1st day of October, 2022, by and between:

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government located in Pasco County, Florida, with a mailing address of c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33755 (“**District**”); and

BALLENGER IRRIGATION LLC, a Florida limited liability company, with a mailing address of 3840 68th Avenue N, Pinellas Park, Florida 33781 (“**Contractor**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established by rule of the Florida Land and Water Adjudicatory Commission, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including irrigation and other infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide irrigation maintenance services for the areas within the District identified in **Composite Exhibit A** attached hereto and incorporated by reference herein (“**Maintenance Area**”); and

WHEREAS, Contractor represents that it is qualified to serve as an irrigation maintenance contractor and has agreed to provide those services identified in **Exhibit B** attached hereto and incorporated by reference herein (“**Scope of Services**”); and

WHEREAS, the District finds that entering into this Agreement with Contractor to provide irrigation maintenance services is in the best interest of the District.

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

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

2. **DESCRIPTION OF WORK AND SERVICES.**

A. The District desires that the Contractor provide professional irrigation maintenance services within presently accepted standards. The Contractor

agrees and shall provide the District with the specific services as identified in this Agreement.

- B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C. The Contractor shall provide the specific professional services set forth in Paragraph 3 of this Agreement.

3. SCOPE OF IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as Exhibit B to the Maintenance Area described in Composite Exhibit A. The terms of this Agreement shall control in the event of any conflict between the Agreement and Exhibit B. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards and best practices. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District Manager will act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. Contractor agrees to meet with the District Manager or her representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

- D. In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days but shall not be required to provide services on Sundays, except in the case of an emergency.
- E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours. Such repairs shall be at Contractor’s own expense unless the District agrees otherwise, in writing.
- F. Contractor shall be obligated to ensure that all trees, plants, or other vegetation that are located near any roadways and being maintained in accordance with this Agreement comply with all local, State and Federal line-of-sight requirements.
- G. Contractor further agrees to review and provide comments to the monthly field operation reports to be provided by the District to Contractor and, if requested by the District Manager, attend meetings of the Board of Supervisors (the “**Board**”) of the District. At such meetings, Contractor shall be prepared to provide the Board with an overview of work performed under this Agreement, including, but not limited to, items of concern and proposed remedies, necessary repairs or replacements, conditions, and schedules.

5. COMPENSATION; TERM.

- A. As compensation for services described in Exhibit B of this Agreement as “Irrigation Maintenance and Inspections – Monthly,” the District agrees to pay the Contractor twelve (12) monthly payments of Nine Thousand One Hundred Dollars and 00/100 (\$9,100.00), for an annual amount not to exceed One Hundred Nine Thousand Two Hundred Dollars and 00/100 (**\$109,200.00**). This Agreement shall commence on October 1, 2022, and shall automatically renew for two (2) additional one (1) year terms, unless terminated earlier in accordance with Section 14 below.
- B. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

- C. Additional services not included in the Scope of Services can be provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the written direction of the District. Fees for such additional services shall be as provided for in the attached Scope of Services, or, if not identified, as negotiated between the District and the Contractor. The Contractor agrees that the District shall not be liable for the payment of any additional services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such additional services. If the District authorizes such additional services, the services will be compensated on a time and material basis, unless a lump sum price is agreed to in writing between the Parties prior to the commencement of the requested additional services.
- D. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- E. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

- A. The Contractor, or any subcontractor performing the work described in this Agreement, shall maintain throughout the term of this Agreement the following insurance:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000

combined single limit bodily injury and property damage liability, and covering at least the following hazards:

1. Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - iii. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
 - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - v. Excess Liability Umbrella Coverage in the amount of \$5,000,000.
- B. The District, its staff, consultants, agents and supervisors shall be named as an additional insured and certificate holders. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor 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.

7. INDEMNIFICATION.

- A. In consideration for the work provided for hereunder and the compensation paid, Contractor and Contractor's employees, agents, and subcontractors shall defend, hold harmless, and indemnify the District and the District's officers, directors, agents, and employees against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed thereunder.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in

bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

8. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor 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 any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor 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 or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

9. **LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

10. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

11. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

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

14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement; and that the Contractor may terminate this Agreement for any reason by providing ninety (90) days written notice of termination to the District. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this Agreement without cause upon thirty (30) days written notice of termination. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement or pursuant to applicable law or regulation shall be obtained and paid for by the Contractor.

16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.

17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. It is understood and agreed that at all times the relationship of the Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and the Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor. The Parties acknowledge that the Contractor is not an employee for state or federal tax purposes. The Contractor shall hire and pay all of the Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor, all of whom shall be employees of the Contractor and not employees of the District and at all times entirely under the Contractor's supervision, direction and control. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

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

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

20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement and shall supersede any prior agreements between the Parties regarding the Scope of Services. The terms of this Agreement shall control in the event of any conflict between the Agreement and Exhibit B.

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

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

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

A. If to the District: Connerton West Community Development District
c/o Rizzetta & Company, Inc.
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33755
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to the Contractor: Ballenger Irrigation LLC
3840 68th Avenue N
Pinellas Park, Florida 33781
Attn: Mark A. Ballenger

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

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

25. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Pasco County, Florida.

26. EFFECTIVE DATE. This Agreement shall be effective October 1, 2022, and shall remain in effect in accordance with Section 5 of this Agreement, unless terminated by either of the District or the Contractor in accordance with the provisions of this Agreement.

27. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Rizzetta & Company, Incorporated** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor 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 Contractor 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 Contractor’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 Contractor, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 994-1001, OR 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FLORIDA 33755.

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

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

30. E-VERIFY. Contractor shall comply with and perform all provisions of section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with section 448.095, *Florida Statutes*, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by the District as a result of the termination. In the event that the District has a good faith belief that a subcontractor has violated section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District.

31. FOREIGN INFLUENCE. Contractor understands that under section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

32. SCRUTINIZED COMPANIES STATEMENT. The Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

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

[Signatures on following page]

IN WITNESS WHEREOF, the Parties execute this Irrigation Maintenance Agreement the day and year first written above.

ATTEST:

CONNERTON WEST COMMUNITY DEVELOPMENT
DISTRICT

Darryl Adams
Secretary/Assistant Secretary

[Signature]
Chairperson, Board of Supervisors

BCI ENTITIES, LLC D/B/A BALLENGER & IRRIGATION
~~COMPANY~~, a Florida limited liability company

David "Chappy" Chapdelaine
By: DAVID "CHAPPY" CHAPDELAINE
Its: GENERAL MANAGER

Composite Exhibit A: Maintenance Map
Exhibit B: Scope of Services

Composite Exhibit A-Maintenance Map

[See following pages]

Exhibit B
Scope of Services



June 06, 2022

Contract No. - 169

Connerton West CDD

VILLAGE I & II,

SCOPE OF SERVICES 2022-2023

1. Contractor shall assume all responsibility and costs for any and all maintenance expenses, to include parts and labor, associated with the irrigation system zone piping of 2 inches or less, to include sprinkler heads, drip, and delivery lines. Said repairs shall be performed immediately.
2. Routine irrigation maintenance is to be completed monthly. Each of the five hundred forty (540) zones are to be turned on and operated for approximately three (3) minutes. Each drip line, sprinkler head, seal, nozzle and strainer are to be inspected for operation and shall be aligned, cleaned and repaired as necessary. All below ground repairs, excluding controllers, decoders, wires, valves, main line, conduit and zone/main PVC pipes/fittings greater than 2" lines, are to be repaired at no additional cost. Controllers, control parts, valves, pumps and decoders will require an estimate. In the event of an emergency, contractor shall make a diligent effort to contact, with the estimated price for repairs, management or their assignee prior to making such repair.
3. Each of the twenty (27) irrigation controllers shall be operated/viewed monthly for performance and adjusted to meet watering requirements need for the season. The contractor shall operate remotely the ten (10) Hunter ACC/IMMS controllers via ET software and pay for the annual communications fees to Hunter for the GPRS devices. IMMS irrigation operation/alarm/communications reports shall be provided to the Management or their assignee as requested.
4. The Contractor shall keep the irrigation system in good working condition and shall make minor repairs and replacements of damaged heads and other adjustments as necessary at no additional cost to the District. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The contractor will keep detailed irrigations reports consisting of run times and monthly gallons being used. A copy of this report will be maintained by the contractor and a copy delivered to the District Manager or his designee, along with the monthly report.
5. Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of local governmental agencies. It is the responsibility of the contractor to ensure the turf and plant material remains healthy. If the contractor finds that the irrigation system cannot adequately irrigate the property in the allotted time, it will be the Districts responsibility to apply for and receive a variance. Violations fines imposed by any local or state agency will be deducted from the contractor's monthly payment.
6. Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assignee.

[Continues on next page]

PRICE

The undersigned Bidder agrees to do all the Work and furnish all materials called for by the Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Engineer for the amount stated herein below.

Annual Irrigation Maintenance: One Hundred Nine Thousand Two Hundred & No/100 Dollars \$ 109,200.00
(\$9,100.00-monthly)

Irrigation Maintenance and Inspections - Monthly

CONTRACT SUMMARY

SERVICES	OCCURS	PRICE EACH	EXT PRICE	SALES TAX	TOTAL PRICE
Irrigation Maintenance and Inspections - Monthly	12	\$9,100.00	\$109,200.00	\$0.00	\$109,200.00
			\$109,200.00	\$0.00	\$109,200.00

Contract No. - 169

Connerton West CDD

June 06, 2022

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
July	\$9,100.00	\$0.00	\$9,100.00
August	\$9,100.00	\$0.00	\$9,100.00
September	\$9,100.00	\$0.00	\$9,100.00
October	\$9,100.00	\$0.00	\$9,100.00
November	\$9,100.00	\$0.00	\$9,100.00
December	\$9,100.00	\$0.00	\$9,100.00
January	\$9,100.00	\$0.00	\$9,100.00
February	\$9,100.00	\$0.00	\$9,100.00
March	\$9,100.00	\$0.00	\$9,100.00
April	\$9,100.00	\$0.00	\$9,100.00
May	\$9,100.00	\$0.00	\$9,100.00
June	\$9,100.00	\$0.00	\$9,100.00
		\$109,200.00	\$109,200.00

Tab 21

**IRRIGATION PUMP STATION MAINTENANCE AGREEMENT BETWEEN
CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
AND BALLENGER IRRIGATION LLC**

THIS AGREEMENT (“**Agreement**”) is made and effective as of the 1st day of October, 2022, by and between:

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government located in Pasco County, Florida, with a mailing address of c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33755 (“**District**”); and

BALLENGER IRRIGATION LLC, a Florida limited liability company, with a mailing address of 3840 68th Avenue N, Pinellas Park, Florida 33781 (“**Contractor**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established by rule of the Florida Land and Water Adjudicatory Commission, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including irrigation and other infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide irrigation pump station maintenance services for the areas within the District identified in **Composite Exhibit A** attached hereto and incorporated by reference herein (“**Maintenance Area**”); and

WHEREAS, Contractor currently provides irrigation system maintenance for the District and represents that it is qualified to serve as the irrigation pump station maintenance contractor and has agreed to provide those services identified in **Exhibit B** attached hereto and incorporated by reference herein (“**Scope of Services**”); and

WHEREAS, the District finds that entering into this Agreement with Contractor to provide irrigation pump station maintenance services is in the best interest of the District.

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

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

- A. The District desires that the Contractor provide professional irrigation pump station maintenance services within presently accepted standards. The Contractor agrees and shall provide the District with the specific services as identified in this Agreement.
- B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C. The Contractor shall provide the specific professional services set forth in Paragraph 3 of this Agreement.

3. SCOPE OF IRRIGATION PUMP STATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as Exhibit B to the Maintenance Area described in Composite Exhibit A. The terms of this Agreement shall control in the event of any conflict between the Agreement and Exhibit B. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards and best practices. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District Manager will act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. Contractor agrees to meet with the District Manager or

her representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

- D. In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days but shall not be required to provide services on Sundays, except in the case of an emergency.
- E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours. Such repairs shall be at Contractor’s own expense unless the District agrees otherwise, in writing.
- F. Contractor shall be obligated to ensure that all trees, plants, or other vegetation that are located near any roadways and being maintained in accordance with this Agreement comply with all local, State and Federal line-of-sight requirements.
- G. Contractor further agrees to review and provide comments to the monthly field operation reports to be provided by the District to Contractor and, if requested by the District Manager, attend meetings of the Board of Supervisors (the “**Board**”) of the District. At such meetings, Contractor shall be prepared to provide the Board with an overview of work performed under this Agreement, including, but not limited to, items of concern and proposed remedies, necessary repairs or replacements, conditions, and schedules.

5. COMPENSATION; TERM.

- A. As compensation for services described in Exhibit B of this Agreement as “Irrigation Pump Station Maintenance – Monthly,” the District agrees to pay the Contractor twelve (12) monthly payments of One Thousand Four Hundred Sixty-Five Dollars and 00/100 (\$1,465.00), for an annual amount not to exceed Seventeen Thousand Five Hundred Eighty Dollars and 00/100 (**\$17,580.00**). This Agreement shall commence on October 1, 2022, and shall automatically renew for two (2) additional one (1) year terms, unless terminated earlier in accordance with Section 14 below.
- B. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed

additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

- C. Additional services not included in the Scope of Services can be provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the written direction of the District. Fees for such additional services shall be as provided for in the attached Scope of Services, or, if not identified, as negotiated between the District and the Contractor. The Contractor agrees that the District shall not be liable for the payment of any additional services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such additional services. If the District authorizes such additional services, the services will be compensated on a time and material basis, unless a lump sum price is agreed to in writing between the Parties prior to the commencement of the requested additional services.
- D. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- E. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

- A. The Contractor, or any subcontractor performing the work described in this Agreement, shall maintain throughout the term of this Agreement the following insurance:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.

- ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - 1. Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - iii. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
 - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - v. Excess Liability Umbrella Coverage in the amount of \$5,000,000.
- B. The District, its staff, consultants, agents and supervisors shall be named as an additional insured and certificate holders. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor 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.

7. INDEMNIFICATION.

- A. In consideration for the work provided for hereunder and the compensation paid, Contractor and Contractor's employees, agents, and subcontractors shall defend, hold harmless, and indemnify the District and the District's officers, directors, agents, and employees against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed thereunder.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses,

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

8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor 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 any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor 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 or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its

rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

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

14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement; and that the Contractor may terminate this Agreement for any reason by providing ninety (90) days written notice of termination to the District. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this Agreement without cause upon thirty (30) days written notice of termination. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement or pursuant to applicable law or regulation shall be obtained and paid for by the Contractor.

16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.

17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. It is understood and agreed that at all times the relationship of the Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and the Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor. The Parties acknowledge that the Contractor is not an employee for state or federal tax purposes. The Contractor shall hire and pay all of the Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor, all of whom shall be employees of the Contractor and not employees of the District and at all times entirely under the Contractor's supervision, direction and control. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

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

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

20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement and shall supersede any prior agreements between the Parties regarding the Scope of Services. The terms of this Agreement shall control in the event of any conflict between the Agreement and Exhibit B.

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

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

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

A. If to the District: Connerton West Community Development District
c/o Rizzetta & Company, Inc.
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33755
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to the Contractor: Ballenger Irrigation LLC
3840 68th Avenue N
Pinellas Park, Florida 33781
Attn: Mark A. Ballenger

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

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

25. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Pasco County, Florida.

26. EFFECTIVE DATE. This Agreement shall be effective October 1, 2022, and shall remain in effect in accordance with Section 5 of this Agreement, unless terminated by either of the District or the Contractor in accordance with the provisions of this Agreement.

27. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Rizzetta & Company, Incorporated** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor 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 Contractor 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 Contractor’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 Contractor, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 994-1001, OR 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FLORIDA 33755.

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

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

30. E-VERIFY. Contractor shall comply with and perform all provisions of section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with section 448.095, *Florida Statutes*, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by the District as a result of the termination. In the event that the District has a good faith belief that a subcontractor has violated section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District.

31. FOREIGN INFLUENCE. Contractor understands that under section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

32. SCRUTINIZED COMPANIES STATEMENT. The Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

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

[Signatures on following page]

IN WITNESS WHEREOF, the Parties execute this Irrigation Pump Station Maintenance Agreement the day and year first written above.

ATTEST:

CONNERTON WEST COMMUNITY DEVELOPMENT
DISTRICT

Darryl Adams
Secretary/Assistant Secretary

[Signature]
Chairperson, Board of Supervisors

BCI ENTITIES, LLC D/B/A BALLENGER & IRRIGATION
~~COMPANY~~, a Florida limited liability company

David "Chappy" Chapdelaine
By: DAVID "CHAPPY" CHAPDELAINE
Its: GENERAL MANAGER

Composite Exhibit A: Maintenance Map
Exhibit B: Scope of Services

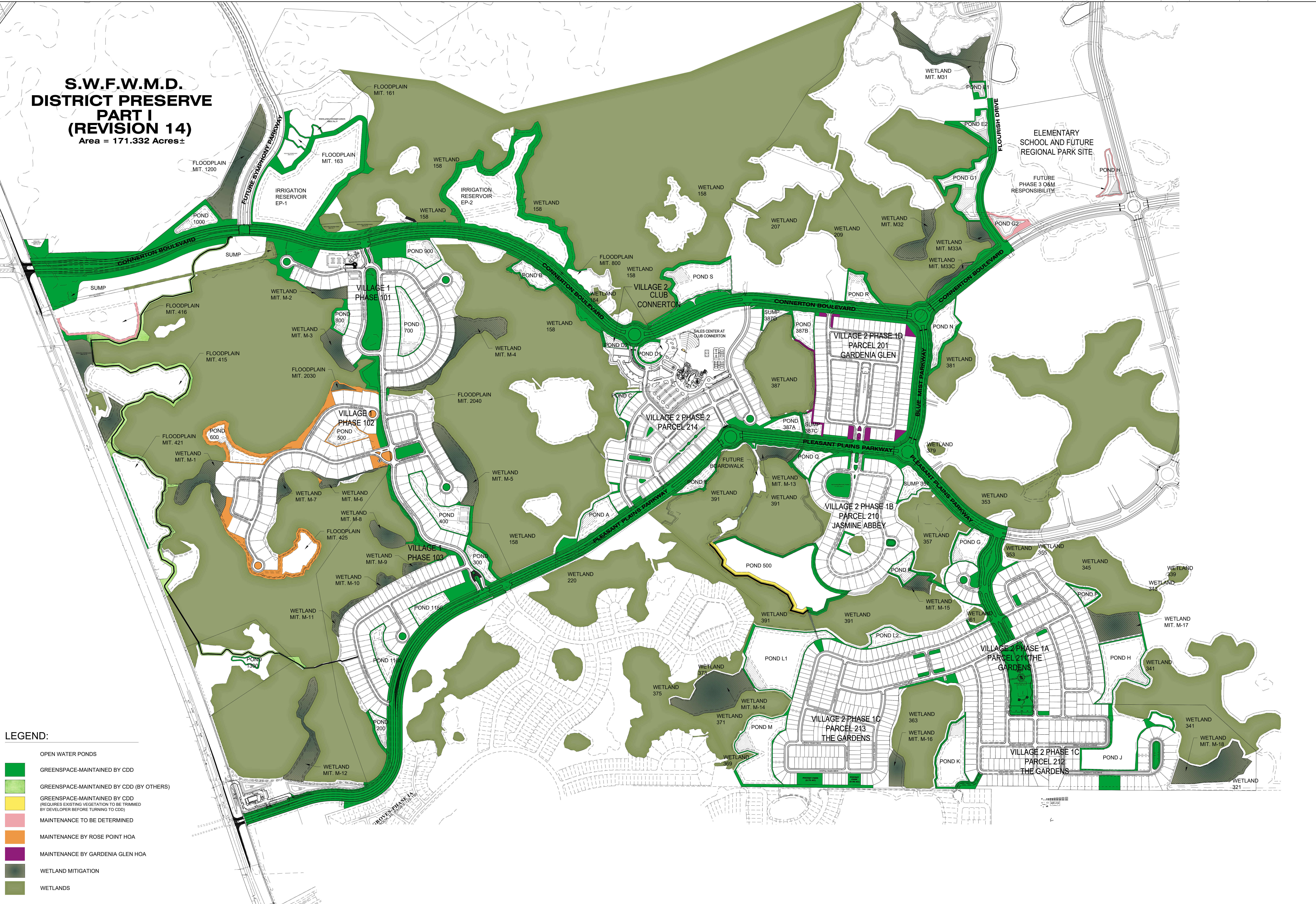
Composite Exhibit A-Maintenance Map

[See following pages]

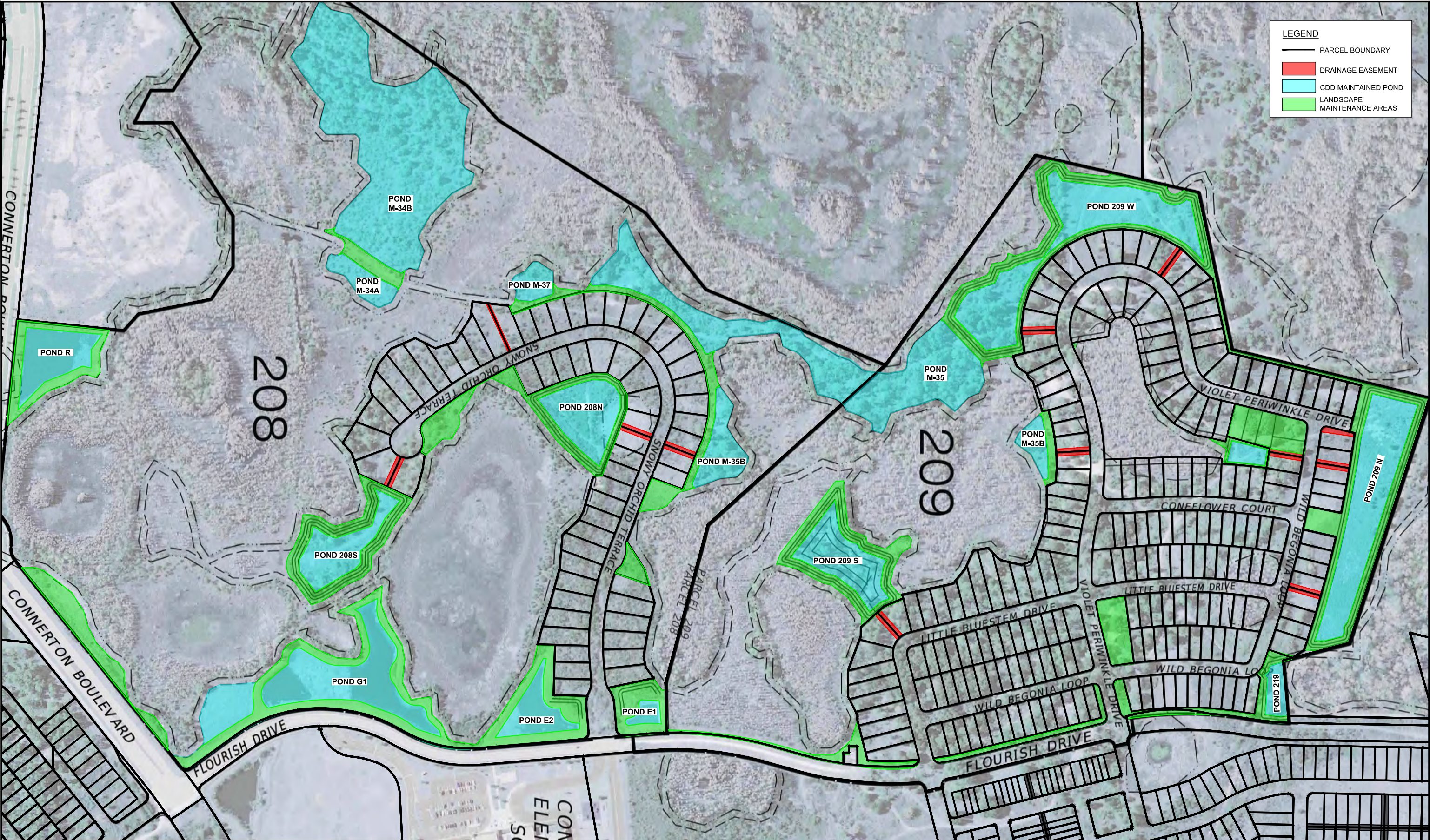
**S.W.F.W.M.D.
DISTRICT PRESERVE
PART I
(REVISION 14)**
Area = 171.332 Acres±

08-08-18	UPDATE PER COMMENTS
05-03-18	UPDATE PER COMMENTS
03-06-17	UPDATE PER COMMENTS
03-01-17	CLEARVIEW UPDATES
01-25-17	UPDATE PER COMMENTS
01-11-17	UPDATE POND
08-21-18	UPDATE PER COMMENTS
Date	Revision
Date	Revision

This is a conceptual site plan and is subject to recording, final design, survey, environmental analysis, engineering, permitting and governmental approval. Site lines, pocket type and density are subject to change.



- LEGEND:**
- OPEN WATER PONDS
 - GREENSPACE-MAINTAINED BY CDD
 - GREENSPACE-MAINTAINED BY CDD (BY OTHERS)
 - GREENSPACE-MAINTAINED BY CDD (REQUIRES EXISTING VEGETATION TO BE TRIMMED BY DEVELOPER BEFORE TURNING TO CDD)
 - MAINTENANCE TO BE DETERMINED
 - MAINTENANCE BY ROSE POINT HOA
 - MAINTENANCE BY GARDENIA GLEN HOA
 - WETLAND MITIGATION
 - WETLANDS



LEGEND

- PARCEL BOUNDARY
- DRAINAGE EASEMENT
- CDD MAINTAINED POND
- LANDSCAPE MAINTENANCE AREAS

CONNERTON WEST
PARCEL 208 & 209 MAINTENANCE EXHIBIT



\\vanderbilt.corp\global\US\FL\CLW01\CLW01 Projects\079427\079427001.05\Mainenance Exhibit Parcel 208 and 209 Maintenance Map.dwg

Exhibit B
Scope of Services



June 06, 2022

Contract No. - 168

Connerton West CDD

Ballenger & Company, Inc. agrees to inspect and test the two irrigation pump station components at the above captioned site monthly for the one (2) Watertronics Pump Systems model VT/60/605ST SN 2005047 & 2005048. One (1) 25HP deep well vertical turbine pond refill pump @ EP-1 & one (1) 5HP recharge/tank fill pump @ EP-2. This inspection shall include:

MOTORS

1. Test amperage and voltage @ duty performance
2. Check for proper sequencing operation
3. Ohm motor leads and check all electrical connections
4. Lubricate and adjust mechanical components

PUMPS

1. Visual inspection pump discharge head to main
2. Adjust head pressure & check for vibration
3. Test pump performance at design capacities and pressure

CONTROL DEVICES

1. Operate and manage Watertronics water vision software (includes annual fee for communication module).
2. Flush and exercise air relief valve
3. Exercise isolation valves and test for leaks
4. Flush and clean control tubing, clean & check strainers
5. Test performance and operation of fixed speed control components
6. Calculate voltage imbalance and variance (annually)
7. Provide quarterly written report of system component condition and operating performance

[Continues on next page]

REPORT Water Use Permit (WUP) 347

1. Record and report to SWFWMD irrigation and recharge meter readings monthly
2. Provide annual crop (aesthetic) water use report
3. Coordinate other special conditions as required on the WUP

Items listed provide for routine maintenance and adjustment of the existing irrigation pump system components. Component repairs or replacement are considered an additional charge.

Additional Charge Breakdown

After hours (5PM-8AM and Weekends) emergency Service Labor \$ 250.00

Materials at list price less 10%

No additional work above \$ _____ shall be performed without prior approval from _____,

@ ph# _____

Contact person's name (PLEASE PRINT)

Contract Period is for one year from date of contract (_____) and shall continue renewable in one-year increments with a cost of living increase each additional year. Either party shall be able to cancel this contract upon a sixty (60) day written notice of cancellation.

Irrigation Pump Station Maintenance: Seventeen Thousand Five Hundred Eighty & No/100 Dollars \$ 17,580 (annually)

Irrigation Pump Station Maintenance - Monthly**CONTRACT SUMMARY**

SERVICES	OCCURS	PRICE EACH	EXT PRICE	SALES TAX	TOTAL PRICE
Irrigation Pump Station Maintenance - Monthly	12	\$1,465.00	\$17,580.00	\$0.00	\$17,580.00
			\$17,580.00	\$0.00	\$17,580.00

[Continues on next page]

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
July	\$1,465.00	\$0.00	\$1,465.00
August	\$1,465.00	\$0.00	\$1,465.00
September	\$1,465.00	\$0.00	\$1,465.00
October	\$1,465.00	\$0.00	\$1,465.00
November	\$1,465.00	\$0.00	\$1,465.00
December	\$1,465.00	\$0.00	\$1,465.00
January	\$1,465.00	\$0.00	\$1,465.00
February	\$1,465.00	\$0.00	\$1,465.00
March	\$1,465.00	\$0.00	\$1,465.00
April	\$1,465.00	\$0.00	\$1,465.00
May	\$1,465.00	\$0.00	\$1,465.00
June	\$1,465.00	\$0.00	\$1,465.00
<hr/>		\$17,580.00	\$0.00
			\$17,580.00

Tab 22



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

September 25, 2022

Connerton West Community Development District
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Connerton West Community Development District, (the "District"), which comprise governmental activities and each major fund as of and for the year ended September 30, 2022, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2022 and thereafter if mutually agreed upon by Connerton West Community Development District and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms
Private Companies practice Section

Member FICPA



Connerton West Community Development District
September 25, 2022
Page 2

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.



Connerton West Community Development District
September 25, 2022
Page 3

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



Connerton West Community Development District
September 25, 2022
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

- 1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
- 2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of Connerton West Community Development District's financial statements. Our report will be addressed to the Board of Connerton West Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the of Connerton West Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Kaitlyn Gallant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.



Connerton West Community Development District
September 25, 2022
Page 5

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2022 will not exceed \$4,525, unless the scope of the engagement is changed, the assistance which of Connerton West Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by of Connerton West Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for of Connerton West Community Development District, of Connerton West Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Connerton West Community Development District
September 25, 2022
Page 6

Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Connerton West Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. of Connerton West Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Connerton West Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Connerton West Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Connerton West Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Connerton West Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and of Connerton West Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this engagement letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this engagement letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Connerton West Community Development District
September 25, 2022
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:



Judson B. Baggett
MBA, CPA, CVA, Partner
Marci Reutimann
CPA, Partner

6815 Dairy Road
Zephyrhills, FL 33542
(813) 788-2155
(813) 782-8606

Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs, PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Baggett, Reutimann & Associates, CPAs, PA. U.S. 18161 email: jbaggett@brap.com

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

RIZZETTA & COMPANY
3434 COLWELL AVE, SUITE 200
TAMPA, FL 33614
PHONE: 813.933.5571


Auditor: —



Title: Director

District: Connerton West Community
Development District

By: —



Title: —

Chair

Date: September 25, 2022

Date: —

Oct 25, 2022

Tab 23

MINUTES OF MEETING

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

**CONNERTON WEST
COMMUNITY DEVELOPMENT DISTRICT**

The regular Meeting of the Board of Supervisors of Connerton West Community Development District was held on **Monday, October 3, 2022 at 4:00 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, Chairman
Chris Kawalec	Board Supervisor, Vice-Chairman
John Ngerem	Board Supervisor, Assistant Secretary
Tyson Krutsinger	Board Supervisor, Assistant Secretary

Also present were:

Daryl Adams	District Manager, Rizzetta & Company
Meredith Hammock	District Counsel, KE Law Group
Greg Woodcock	District Engineer, Cardno
Gail Huff	Ballenger Irrigation
Stan Zuercher	Maintenance Manager
Matthew Minnitte	Brightview

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

FIRST ORDER OF BUSINESS

Call to Order

Mr. Daryl Adams opened the regular CDD Meeting in person at 4:00 p.m.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience members present.

THIRD ORDER OF BUSINESS

STAFF REPORTS

A. Property Maintenance Report

Mr. Zuercher presented his report to the Board.

The Board asked Mr. Zuercher to get a doggy pot station for 209 and asked that it be put in concrete.

Mr. Adams will follow up with Brandon Electric regarding the mailbox lighting.

B. Irrigation Report

Ms. Huff presented the irrigation report to the Board.

There was a brief discussion regarding the EP1 budget. Ms. Huff suggested budgeting for \$350,000 – 370,000. The Board would like a price by pump.

C. Aquatics Report

No Report.

D. District Engineer Report

The Board reviewed the District Engineer report from Mr. Woodcock.

Mr. Woodcock presented the Visual Enhancements for Monuments Sign Painting. After a brief discussion the Board agreed to move forward with the Visual Enhancements for \$13,325.00. Ms. Hammock will draft a formal agreement.

On a motion from Mr. Kawalec, seconded by Mr. Novak, with all in favor, the Board of Supervisors will move forward with the Visual Enhancement Sign Painting in the amount of \$13,325.00 for the Connerton West Community Development District.

Ms. Hammock will send a cease-and-desist letter to the resident at 8736 Winsome Way for dumping on Symphony Parkway.

The Board would like Mr. Woodcock to get cutback proposals for Lots 36-38 along Chrysalis Clay Loop and Lots 31-35 along Swiss Chard Way.

Mr. Woodcock mentioned that there are fish in the storm drains, he will go back on site to investigate the drains and the water levels.

The Board requested that the manholes be cleared out before Westbay leaves.

E. District Counsel

Mrs. Hammock gave her update on easement agreements and the 208 & 209 turnover.

Ms. Hammock will be revising the agreement and will have it finished by the end of the week. The Board would like verbiage in the agreement stating that Lennar will have all marketing signs removed once the turnover is complete.

F. Landscape Inspection Report

Mr. Liggett presented his report to the Board.

There are two dead trees on Pleasant Plains, the Board would like a proposal to get these removed immediately.

The Board would like to see pictures of the flower selections and pricing for the November Annuals.

The Board would like a big landscaping map that includes address' for each of the easements.

G. District Manager Report

The Board received and reviewed the District Manager report.

Mr. Adams reminded the Board that the next meeting will be held on November 7, 2022, at 4:00 p.m. at the Club Connerton, 21100 Fountain Garden Way, Land O Lakes, FL 34638.

Mr. Adams presented the parking and towing agreement from Crockett's Towing to the Board. The Board agreed to ratify the Crockett's Towing agreement and would like to have the parking and towing policies posted on the website.

On a motion from Mr. Novak, seconded by Mr. Ngerem, with all in favor, the Board of Supervisors ratified the Crockett's Towing Parking and Towing Agreement for the Connerton West Community Development District.
--

FOURTH ORDER OF BUSINESS

Discussion of HOA Using Tunnel for Halloween

The Board held a brief discussion about the HOA using the tunnel during Halloween for a Haunted House. They authorized the HOA to use the tunnel during Halloween. Ms. Hammock will draft a license agreement between the CDD and HOA allowing the HOA to use the tunnel during Halloween.

On a motion from Mr. Novak, seconded by Mr. Krutsinger, with all in favor, the Board of Supervisors authorize the HOA to use the tunnel during Halloween for a haunted house in the Connerton West Community Development District.
--

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
October 3, 2022 - Minutes of Meeting
Page 4

FIFTH ORDER OF BUSINESS

**Discussion of Ways to Improve
Communication throughout the
District**

The Board would like Ms. Hammock and Mr. Adams to work with Campus Suites to set up a Facebook account on the website.

SIXTH ORDER OF BUSINESS

**Discussion of Nebula Lighting on
Sagewood Sign**

The Board would like to table this discussion to February 2023.

SEVENTH ORDER OF BUSINESS

**Consideration of Minutes of the Board
of Supervisors' Meeting held on
September 12, 2022**

Mr. Adams presented the minutes of the Board of Supervisors' meeting held on September 12, 2022.

On a motion from Mr. Krutsinger, seconded by Mr. Ngerem, with all in favor, the Board approved the Minutes of the Boards' Supervisor meeting held on September 12, 2022, as amended, for the Connerton West Community Development District.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

During Supervisor Requests, the Board discussed Christmas decorations, the park signs at Willow Vista and Storybrook and making sure Westbay Homes leaves the CDD property in good standing when they leave.

NINTH ORDER OF BUSINESS

Adjournment

On a motion from Mr. Krutsinger, seconded by Mr. Kawalec, the Board approved to adjourn the meeting at 6:27 p.m. for the Connerton West Community Development District.

Assistant Secretary

Chairman / Vice-Chairman

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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 August 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2022 through August 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$97,820.55**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Connerton West Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aquatic Weed Control, Inc.	100017	73559	Pond/Lake Maintenance 08/22	\$ 3,950.00
Aquatic Weed Control, Inc.	100017	74178	Quarterly Pond/Lake Maintenance 07/22	\$ 4,100.00
BCI Entities, LLC	100018	222098	Irrigation Maintenance 07/22	\$ 10,565.00
BCI Entities, LLC	100018	222116	Irrigation Repair and Maintenance 08/22	\$ 11,065.00
BrightView Landscape Services, Inc.	100016	8022987	Turf Fertilize 07/22	\$ 465.00
BrightView Landscape Services, Inc.	100016	8024257	Annuals Rotation 07/22	\$ 9,100.00
Christopher Kawalec	100000	CK080122	Board of Supervisors Meeting 08/01/22	\$ 200.00
Creative Mailbox Designs	100021	22004078	Balance Connerton West CDD Sign Replacement 04/22	\$ 527.96
Connerton West CDD	DC082522	DC082522	Debit Card Replenishment	\$ 531.79
Daniel Novak	100001	DN080122	Board of Supervisors Meeting 08/01/22	\$ 200.00
HPI Security	100022	63531	Consulting Services 08/22	\$ 518.75
Jeremy R. Cohen	100002	JC071222	Off Duty Patrols / Scheduler's Fee 07/12/2022	\$ 350.00

Connerton West Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Jerry Richardson	100019	1660	Monthly Hog Removal Service 08/22	\$ 1,000.00
John Ngerem	100003	JN080122	Board of Supervisors Meeting 08/01/22	\$ 200.00
KE Law Group, LLC	100025	3615	General/Monthly Legal Services 07/22	\$ 2,965.00
Kevin Eric Hamilton	100004	KH071422	Off Duty Patrols 07/14/22	\$ 200.00
LLS Tax Solutions, Inc.	100026	2760	Arbitrage Rebate Calculation S2018A-1 S2018A-2P April 2, 2022	\$ 500.00
Messer Caparello, P.A.	100012	491546	Legal Services-Easement Enforcement 05/22	\$ 222.00
Messer Caparello, P.A.	100027	492238	Legal Services-Easement Enforcement 07/22	\$ 333.00
Mobile Mini, Inc.	100005	9014682457	Mobile Storage Rental Acct #10023746 08/22	\$ 244.47
Pasco County Tax Collector	7003711	23-25-18-0040-0P100- 0000 20/21	Non-Ad Valorem Stormwater Assessments 20/21	\$ 323.17
Pasco County Tax Collector	7003711	24-25-18-0170-L5600- 0000 2020	Non-Ad Valorem Stormwater Assessments 2020	\$ 51.16
Pasco County Tax Collector	7003711	24-25-18-0190-B16A0- 0000 2020	Non-Ad Valorem Stormwater Assessments 2020	\$ 48.41
Pasco County Tax Collector	7003711	25-25-18-0170-P1000- 0000 2020	Non-Ad Valorem Stormwater Assessments 2020	\$ 758.37

Connerton West Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pasco County Tax Collector	7003711	25-25-18-0170-P1100-0000 2020	Ad Valorem Taxes & Non- Ad Valroem Assessments 2020	\$ 767.32
Pasco County Tax Collector	7003711	25-25-18-0190-B1400-0000 2020	Non-Ad Valorem Stormwater Assessments 2020	\$ 182.22
Pasco County Tax Collector	7003711	25-25-18-0190-L5900-0000 2020	Non-Ad Valorem Stormwater Assessments 2020	\$ 47.10
Pasco County Tax Collector	7003711	25-25-18-0190-L6000-0000 2020	Ad Valorem Taxes & Non- Ad Valroem Assessments 2020	\$ 47.43
Pasco County Tax Collector	7003711	30-25-19-0190-B1400-0000 2020	Non-Ad Valorem Stormwater Assessments 2020	\$ 190.42
Pasco County Tax Collector	7003711	30-25-19-0190-L6100-0000 2020	Non-Ad Valorem Stormwater Assessments 2020	\$ 47.43
Pasco County Utilities	100013	Pasco Water Summary 07/22 415	Water Summary 07/22	\$ 243.41
Patrick J. Elmore	100006	PE073122	Off Duty Patrols 07/31/2022	\$ 200.00
Rizzetta & Company, Inc.	100007	INV0000070155	District Management Services 08/22	\$ 6,720.00
Rizzetta & Company, Inc.	100010	INV0000070324	Out of Pocket Expense 07/22	\$ 83.12
Rizzetta & Company, Inc.	100011	INV0000070302	Amenity Management & Oversight/ Personnel Reimbursement 08/05/22	\$ 3,981.37
Rizzetta & Company, Inc.	100024	INV0000070753	Personnel Reimbursement 08/19/22	\$ 3,181.37

Connerton West Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Steven Daly	100008	SD080122	Board of Supervisors Meeting 08/01/22	\$ 200.00
Suncoast Pool Service, Inc.	100020	8496	Fountain Service 08/22	\$ 250.00
Tyson Krutsinger	100009	TK080122	Board of Supervisors Meeting 08/01/22	\$ 200.00
U.S. Bank	100014	6603951	Trustee Fees CDD 2015 07/01/22-06/30/23	\$ 4,310.00
Withlacoochee River Electric Cooperative, Inc.	100015	Electric Summary Bill 07/22	Electric Summary Bill 07/22	<u>\$ 28,750.28</u>
Report Total				<u>\$ 97,820.55</u>

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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 September 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2022 through September 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$111,283.79**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Connerton West Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aquatic Weed Control, Inc.	100042	74615	Pond/Lake Maintenance 09/22	\$ 3,950.00
Ballenger & Company, Inc.	100031	222146	Irrigation Repair 08/22	\$ 260.00
BrightView Landscape Services, Inc.	100030	8072020	Fertilization St Aug - Bermuda 08/22	\$ 13,436.00
BrightView Landscape Services, Inc.	100038	8014260	Landscape Maintenance 08/22	\$ 25,342.50
Connerton West CDD	DC09232022	DC09232022	Debit Card Replenishment	\$ 1,014.81
Connerton West CDD	DC09152022	DC09152022	Debit Card Replenishment	\$ 172.06
Christopher Kawalec	100043	CK091222 415	Board of Supervisors 09/12/2022	\$ 200.00
Daniel Novak	100044	DN091222 415	Board of Supervisors 09/12/2022	\$ 200.00
Egis Insurance Advisors, LLC	100045	17200	Policy #100122738 10/01/2022- 10/01/2023 Florida Insurance Alliance	\$ 15,588.00
Jeremy R. Cohen	100032	JC083022 415	Off Duty Patrols / Scheduler Fees 08/30/22	\$ 350.00
Jerry Richardson	100046	1671	Monthly Hog Removal Service 09/22	\$ 1,000.00
John Ngerem	100047	JN091222 415	Board of Supervisors 09/12/2022	\$ 200.00

Connerton West Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
K Johnson's Lawn & Landscaping, Inc.	100039	18648	Mow Bike Trail 08/22	\$ 700.00
K Johnson's Lawn & Landscaping, Inc.	100048	18691	Mowing Services 09/22	\$ 700.00
Kevin Eric Hamilton	100033	KH081122 415	Off Duty Patrols 08/11/22	\$ 200.00
Mobile Mini, Inc.	100029	9014977120	Mobile Storage Rental Acct #10023746 09/22	\$ 244.47
Mobile Mini, Inc.	100049	9015274722	Mobile Storage Rental Acct #10023746 10/22	\$ 244.47
Pasco County Utilities	100034	Pasco Water Summary 08/22 415	Water Summary 08/22	\$ 332.83
Patrick J. Elmore	100035	PE083122 415	Off Duty Patrols 08/31/22	\$ 200.00
Rizzetta & Company, Inc.	100028	INV0000071144	District Management Fees 09/22	\$ 6,720.00
Rizzetta & Company, Inc.	100036	INV0000071206	Personnel Reimbursement 09/02/2022	\$ 3,981.37
Rizzetta & Company, Inc.	100040	INV0000071229	Out Of Pocket Expenses 08/22	\$ 60.62
Rizzetta & Company, Inc.	100041	INV0000071525	Personnel Reimbursement 09/16/2022	\$ 3,181.37
Stahl & Associates	100050	091922-Utility Bond	Utility Bond For WREC Acc#31070 Renewal Effective 10/30/2022	\$ 3,716.00

Connerton West Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Tyson Krutsinger	100051	TK091222 415	Board of Supervisors 09/12/2022	\$ 200.00
Withlacoochee River Electric Cooperative, Inc.	100037	Electric Summary Bill 08/22	Electric Summary Bill 08/22	<u>\$ 29,089.29</u>
Report Total				<u>\$ 111,283.79</u>