



Rizzetta & Company

Connerton East Community Development District

**Board of Supervisors' Meeting
November 9, 2021**

**District Office:
5844 Old Pasco Road Suite 100
Wesley Chapel, FL 33544
813.533.2950**

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

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

District Board of Supervisors

Kelly Evans	Chairman
Laura Coffey	Vice-Chairman
Lori Campagna	Assistant Secretary
Chris Smith	Assistant Secretary
Alec Morris	Assistant Secretary

District Manager Debby Wallace Rizzetta & Company, Inc.

District Counsel John Vericker Straley, Robin & Vericker

Interim District Engineer Brian Surak Clearview Land Design

All Cellular phones and pagers must be turned off while in the meeting room.

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

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

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

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

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

November 1, 2021

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

AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Connerton East Community Development District will be held on November 9, 2021 at 9:30 a.m., at the offices of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. The following is the agenda for the meeting:

BOS MEETING:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Organizational Meeting Minutes for August 27, 2021 Tab 1
 - B. Consideration of Regular Meeting Minutes for September 14, 2021 Tab 2
- 4. BUSINESS ITEMS**
 - A. Consideration of Resolution 2022-01; Canvassing Landowners Election Tab 3
 - B. Consideration of Resolution 2021-02; Designating Officers Tab 4
 - C. Ratification of Insurance Proposal Tab 5
 - D. Consideration of Technology Services Proposal Tab 6
 - E. Consideration of ADA Compliant Website Proposals Tab 7
 - F. Consideration of District Engineer Proposals Tab 8
 - G. Consideration of Supervisor Pay for Board Members
 - H. Consideration of Preliminary Supplemental Report (under separate cover)
 - I. Public Hearing on Debt Assessments
 1. Consideration of Resolution 2022-03; Debt Assessments Tab 9
 - J. Public Hearing on Rules of Procedure
 1. Consideration of Resolution 2022-04; Rules of Procedure Tab 10

- K. Public Hearing in Uniform Method
 - 1. Consideration of Resolution 2022-05; Uniform Method Tab 11
- L. Public Hearing on FY 2020-2021 & FY 2021-2022 Final Budget
 - 1. Consideration of Resolution 2022-06; Approving FY 2020-2021 & FY 2021-2022 Final Budget Tab 12
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. Interim Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 7. ADJOURNMENT**

We 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,

Debby Wallace

Debby Wallace
District Manager

Tab 1

MINUTES OF MEETING

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

**CONNERTON EAST
COMMUNITY DEVELOPMENT DISTRICT**

The organizational Meeting of the Board of Supervisors of Connerton East Community Development District was held on **Friday, August 27, 2021, at 10:00 a.m.** at the offices of Rizzetta & Company, located at 5844 Old Pasco Road, Suite 100, Wesley Chapel FL 33544.

Present and constituting a quorum:

Kelly Evans	Board Supervisor, Chairman
Laura Coffey	Board Supervisor, Vice-Chairman
Lori Campagna	Board Supervisor, Assistant Secretary
Christopher Smith	Board Supervisor, Assistant Secretary
Alec Morris	Board Supervisor, Assistant Secretary

Also present were:

Debby Wallace	District Manager, Rizzetta & Company
Matthew Huber	Regional District Manager, Rizzetta & Company
John Vericker	District Counsel, Straley Robin Vericker <i>(via conference call)</i>
Stephen Sanford	Bond Counsel, Greenberg Traurig <i>(via conference call)</i>

Audience	None
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Huber opened the Meeting in person at 10:00 a.m. and noted that there were no audience members in attendance.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

No audience members present.

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THIRD ORDER OF BUSINESS

Administer Oath of Office for New Supervisors

Mr. Huber advised Ms. Evans, Ms. Coffey, Ms. Campagna, Mr. Smith and Mr. Morris had been administer the Oath of Office. Mr. Huber advised that each Supervisor is entitled to receive Supervisor compensation per Florida Status. Each Supervisor individually declined compensation.

FOURTH ORDER OF BUSINESS

Review of Florida Statues Chapter 190

Mr. Vericker reviewed Chapter 190 of the Florida Status with the Board.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2021-01; Appointing Designated Officers

Mr. Huber presented Resolution 2021-01, Appointing Designated Officers.

On a Motion by Ms. Campagna, seconded by Ms. Coffey, with all in favor, the Board of Supervisors adopted Resolution 2021-01; Designating Officers, for Connerton East Community Development District.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2021-02; Appointing a District Manager

Mr. Huber presented Resolution 2021-02 to the board, which will appoint the District Manager of the District.

On a Motion by Ms. Coffey, seconded by Ms. Evans, with all in favor, the Board of Supervisors adopted Resolution 2021-02, Appointing Rizzetta and Company, Inc as District Manager for the Connerton East Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2021-03; Appointing a District Counsel

Mr. Huber presented Resolution 2021-03 to the Board, which will appoint Straley Robin Vericker as District Counsel.

On a Motion by Ms. Coffey, seconded by Ms. Evans, with all in favor, the Board of Supervisors adopted Resolution 2021-03, Appointing Straley Robin as District Counsel for the Connerton East Community Development District.

88 **EIGHTH ORDER OF BUSINESS** **Consideration of Resolution 2021-04;**
89 **Designating a Registered Agent and**
90 **Registered Office**
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92 Mr. Huber presented Resolution of 2021-04, Designating Registered Agent and
93 Registered office.
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On a Motion by Ms. Coffey, seconded by Mr. Smith, with all in favor, the Board of Supervisors adopted Resolution 2021-04, designating Bill Rizzetta as Registered Agent and designating Rizzetta & Company 3434 Colwell Ave. Tampa, FL 33614 as Registered office for Connerton East Community Development District.

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96 **NINTH ORDER OF BUSINESS** **Consideration of Resolution 2021-05;**
97 **Designating Local Records Office**
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99 Mr. Huber presented Resolution of 2021-05 Designating Local Records Office.
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On a Motion by Ms. Coffey, seconded by Ms. Evans, with all in favor, the Board of Supervisors adopted Resolution 2021-05; Designating Local Records Office for Connerton East Community Development District.

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102 **TENTH ORDER OF BUSINESS** **Consideration of Resolution 2021-06;**
103 **Designating Primary Administrative**
104 **Office and Public Headquarters**
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On a Motion by Ms. Campagna, seconded by Ms. Coffey, with all in favor, the Board of Supervisors adopted Resolution 2021-06; Designating Primary Administrative Office and Public Headquarters, for Connerton East Community Development District.

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107 **ELEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2021-07;**
108 **Designating Public Comment Period**
109

110 Mr. Huber presented Resolution 2021-07, which will designate public comment
111 periods during Board of Supervisors Meetings.
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On a Motion by Ms. Coffey, seconded by Ms. Evans, with all in favor, the Board of Supervisors adopted Resolution 2021-07, Designating Public Comment Period for Connerton East Community Development District.

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114 **TWELFTH ORDER OF BUSINESS** **Consideration of Resolution 2021-08;**
115 **Adopting Investment Guidelines**
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117 Mr. Huber presented Resolution 2021-08 to the Board which will adopt investment
118 guidelines for the district.
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On a Motion by Ms. Coffey, seconded by Ms. Evans, with all in favor, the Board of Supervisors adopted Resolution 2021-08, Investment Guidelines, for Connerton East Community Development District.

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THIRTEENTH ORDER OF BUSINESS **Consideration of Resolution 2021-09;
Adopting Prompt Payment Policies**

Mr. Huber presented Resolution 2021-09 to the Board which will adopt prompt payment policies for the district.

On a Motion by Ms. Coffey, seconded by Ms. Evans, with all in favor, the Board of Supervisors adopted Resolution 2021-09, Adopting Prompt Payment Policies for Connerton East Community Development District.

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FOURTEENTH ORDER OF BUSINESS **Consideration of Resolution 2021-10;
Adopting Interim District Engineer**

Mr. Huber presented an interim engineer agreement as provided and discussed the request for qualification processes related to engaging the District Engineer.

On a Motion by Ms. Coffey, seconded by Ms. Campagna, with all in favor, the Board of Supervisors approved Resolution 2021-10; Adopting Interim Engineer as LevelUp Consulting LLC, for Connerton East Community Development District.

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FIFTEENTH ORDER OF BUSINESS **Authorize RFQ for District Engineer**

Mr. Huber presented RFQ for District Engineer and explained the advertising process to the Board.

On a Motion by Ms. Coffey, seconded by Ms. Evans, with all in favor, the Board of Supervisors approved to schedule a meeting for review and ranking of District Engineer qualifications for selection of the most qualified candidate, for the Connerton East Community Development District

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SIXTEETH ORDER OF BUSINESS **Consideration of Establishment of
Audit Committee**

Mr. Huber provided an overview of the auditor selection process and asked the Board to appoint an Audit Committee and set the first meeting of the Committee.

On a Motion by Ms. Coffey, seconded by Ms. Evans with all in favor, the Board appointed itself as Audit Committee for the Connerton East Community Development District.

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152 **SEVENTEENTH ORDER OF BUSINESS** **Consideration of District Websites**

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154 Mr. Huber discussed the requirement for a District website per Florida Statutes, along
155 with the new ADA compliance requirements. He advised the Board that he will present
156 proposals for consideration by the Board.

157
158 **EIGHTEENTH ORDER OF BUSINESS** **Discussion of ADA Services Relative**
159 **to District Website**

160

On a Motion by Ms. Coffey, seconded by Mr. Morris, with all in favor, the Board of Supervisors authorized District Manager to collect ADA websites proposals for Connerton East Community Development District.

161
162 **NINETEENTH ORDER OF BUSINESS** **Consideration of Resolution 2021-11;**
163 **Travel Reimbursement Policy**

164
165 Mr. Huber presented Resolution 2021-11 to the Board, which will adopt a policy for
166 Reimbursement of District travel expenses.

167

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor the Board of Supervisors adopted Resolution 2021-11, Travel Reimbursement Policy for Connerton East Community Development District.

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169 **TWENTIETH ORDER OF BUSINESS** **Consideration of Resolution 2021-12;**
170 **Setting Forth District Policy for Legal**
171 **Defense of Board Members and**
172 **Officers**

173
174 Mr. Huber presented Resolution 2021-12, which will outline the policy for legal
175 Defense of Board Members and Officers.

176

On a Motion by Ms. Coffey, seconded by Mr. Morris with all in favor the Board of Supervisors adopted Resolution 2021-12, Setting Forth District Policy for Legal Defense of Board Members and Officers Policy, for Connerton East Community Development District.

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178 **TWENTY-FIRST ORDER OF BUSINESS** **Public Officers Liability and General**
179 **Insurance**

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181 The Board directed staff to get a proposal and present at the next meeting.

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183 **TWENTY-SECOND ORDER OF BUSINESS** **Consideration of Resolution 2021-13:**
184 **Authorizing the Recording of Notice of**
185 **Establishment**

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189 Mr. Huber presented Resolution 2021-13, which provides authority to District Counsel
190 to record the Notice of Establishment.
191

On a Motion by Ms. Coffey, seconded by Ms. Evans with all in favor the Board of Supervisors adopted Resolution 2021-13, Authorizing the Recording of the Notice of Establishment for, Connerton East Community Development District.

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193 **TWENTY-THIRD ORDER OF BUSINESS** **Consideration of Resolution 2021-14;**
194 **Adopting Records Retention**
195 **Schedule**
196

197 Mr. Huber presented Resolution 2021-14, to the Board, which will adopt a records
198 retention schedule.
199

On a Motion by Ms. Coffey, seconded by Ms. Evans, with all in favor the Board of Supervisors adopted Resolution 2021-14, Records Retention Schedule for Connerton East Community Development District.

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201 **TWENTY- FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2021-15;**
202 **Authorizing Chair and Vice Chair to**
203 **Execute Plats, Permits and Deeds**
204

205 Mr. Huber presented Resolution 2021-15, to the Board, which provides authority to
206 the Chair and Vice Chair to execute plats, permits, and deeds.
207

On a Motion by Ms. Coffey, seconded by Ms. Evans, with all in favor the Board of Supervisors adopted Resolution 2021-15, Authorizing the Chairman and Vice Chairman to Execute Plats, Permits and Deeds for, Connerton East Community Development District.

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209 **TWENTY-FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2021-16;**
210 **Designating Date, Time, and Location**
211 **of Regular Meetings**
212

213 Mr. Huber presented Resolution 2021-16, to the Board, which will designate the
214 regular meeting dates, time, and location. The Broad changed the time from 9:00 a.m. to
215 9:30 a.m.
216

On a Motion by Ms. Coffey, seconded by Mr. Smith with all in favor the Board of Supervisors adopted Resolution 2021-16, Designating Dates, Time, and Location for Regular Meetings, as amended for, Connerton East Community Development District.

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223 **TWENTY-SIXTH ORDER OF BUSINESS** **Consideration of Resolution 2021-17;**
224 **Approving a Proposed Budget for**
225 **Fiscal Year 2019/2020 and 2021/2022**
226 **for Submission to the County and**
227 **Setting the Date, Time, and Location**
228 **for a Public Hearing**
229

230 Mr. Huber presented the proposed budget for Fiscal Year 2019/2020 and 2021/2022.
231 He further presented Resolution 2021-17, to the Board, which will set the public hearing on
232 the final budget.
233

On a Motion by Ms. Coffey, seconded by Ms. Evans with all in favor the Board of Supervisors adopted Resolution 2021-17, Setting the Public Hearing on the Final Budget for Fiscal Year 2019/2020 and 2021/2022 for November 9, 2021, at 9:30 a.m. to be held at Rizzetta & Company, located at 5844 Old Pasco Road, suite 100, Wesley Chapel, FL 33544, for Connerton East Community Development District.

234 **TWENTY-SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2021-18:**
235 **Setting the Date, Time and Location**
236 **and Authorizing Publication of Notice**
237 **of a Public Hearing on the Rules of**
238 **Procedure**
239

240 Mr. Huber presented Resolution 2021-18, to the Board, which will set the public
241 hearing on the Rules of Procedure.
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On a Motion by Ms. Coffey, seconded by Ms. Evans with all in favor the Board of Supervisors adopted Resolution 2021-18. Setting the Public Hearing on the Rules of Procedure for November 9, 2021, at 9:30 a.m. to be held at Rizzetta & Company, located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 for Connerton East Community Development District.

244 **TWENTY-EIGHTH ORDER OF BUSINESS** **Consideration of Resolution 2021-19;**
245 **Setting the Date, Time and Location**
246 **and Authorize Publication of Notice of**
247 **Public Hearing on Uniform Method of**
248 **Collection**
249

250 Mr. Huber presented Resolution 2021-19, to the Board, designating a Date, Time and
251 Location of Public Hearing on Uniform Method of Collection.
252
253

On a Motion by Ms. Coffey, seconded by Ms. Evans with all in favor the Board of Supervisors adopted Resolution 2021-19. Setting the Public Hearing on Uniform Method of Collection for November 9, 2021, at 9:30 a.m. to be held at Rizzetta & Company, located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544, for Connerton East Community Development District.

255 **TWENTY-NINETH ORDER OF BUSINESS** **Consideration of Resolution 2021-20;**
256 **Setting the Date, Time, and Location**
257 **for Landowners Meeting**
258

259 Mr. Huber presented Resolution 2021-20, to the Board, which will set the Landowner's
260 meeting.
261

On a Motion by Ms. Coffey, seconded by Ms. Evans with all in favor the Board of Supervisors adopted Resolution 2021-20 Setting the Landowner's Meeting for September 14, 2021, at 9:30 a.m. to be held at Rizzetta & Company, located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544, for Connerton East Community Development District.

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263 **THIRTIETH ORDER OF BUSINESS** **Consideration of Resolution 2021-21;**
264 **Selecting District Depository**
265

266 Mr. Huber presented Resolution 2021-21, to the Board, which will authorize the
267 District to open the operating account to be used for the payment for normal operating
268 Expenses.
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On a Motion by Ms. Evans, seconded by Ms. Coffey, with all in favor the Board of Supervisors adopted Resolution 2021-21. Selecting District Depository for Connerton East Community Development District.

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271 **THIRTY-FIRST ORDER OF BUSINESS** **Consideration of Resolution 2021-22;**
272 **Authorizing Bank Account Signatures**
273

274 Mr. Huber presented Resolution 2021-22, to the Board, which will authorize the bank
275 account signatures.
276

On a Motion by Ms. Coffey, seconded by Ms. Evans, with all in favor the Board of Supervisors adopted Resolution 2021-22. Authorizing Bank Account Signatories for Connerton East Community Development District.

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278 **THIRTY-SECOND ORDER OF BUSINESS** **Consideration of Resolution 2021-23;**
279 **Approving Disbursement of Funds**
280

281 Mr. Huber presented Resolution 2021-23, to the Board.
282

On a Motion by Ms. Coffey, seconded by Ms. Evans, with all in favor the Board of Supervisors adopted Resolution 2021-23 Approving Disbursement of Funds for Connerton East Community Development District.

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323 **THIRTY -EIGHTH ORDER OF BUSINESS** **Staff Reports**

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A. District Counsel

Mr. Vericker stated Resolutions 2021-27 and 2021-28 will be added to the September 14, 2021 agenda.

On a Motion by Ms. Coffey, seconded by Ms. Evans, with all in favor The Board of Supervisors approved the Interlocal Agreement in substantial form for CDD West & CDD East for Connerton East Community Development District.

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B. Interim District Engineer

Not Present.

C. District Manager Report

Mr. Huber reminded the Board of Supervisors of the next meeting scheduled for September 14, 2021 at 9:30 a.m.

337 **THIRTY- NINTH ORDER OF BUSINESS** **Supervisor Requests**

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Ms. Coffey discussed the timing of the closing and the assessments.

340 **FORTIETH ORDER OF BUSINESS** **Adjournment**

On a motion from Mr. Morris, seconded by Mr. Smith, the Board of Supervisors approved to adjourn the meeting at 10:37 a.m. for the Connerton East Community Development District.

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Assistant Secretary

Chairman / Vice-Chairman

Tab 2

MINUTES OF MEETING

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

**CONNERTON EAST
COMMUNITY DEVELOPMENT DISTRICT**

The regular Meeting of the Board of Supervisors of Connerton East Community Development District was held on **Tuesday, September 14, 2021 at 10:05 a.m.** at the offices of Rizzetta & Company, located at 5844 Old Pasco Road, Suite 100, Wesley Chapel FL 33544.

Present and constituting a quorum:

Laura Coffey	Board Supervisor, Vice-Chairman
Lori Campagna	Board Supervisor, Assistant Secretary
Christopher Smith	Board Supervisor, Assistant Secretary

Also present were:

Debby Wallace	District Manager, Rizzetta & Company
Scott Brizendine	VP Operations, Rizzetta & Company
Jayna Cooper	District Manager, Rizzetta & Company
John Vericker	District Counsel, Straley Robin Vericker <i>(via conference call)</i>
Brian Surak	District Engineer, Clearview Land Design

Audience	None
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FIRST ORDER OF BUSINESS

Call to Order

Ms. Debby Wallace opened the regular CDD Meeting in person at 10:05 a.m. and noted that there were audience members in attendance.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments on agenda items.

THIRD ORDER OF BUSINESS

Consideration of Engineer's Report

On a Motion by Mr. Smith, seconded by Ms. Coffey, with all in favor, the Board of Supervisors accepted the Engineer's Report for the Connerton East Community Development District.

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FOURTH ORDER OF BUSINESS **Consideration of Methodology Report**

Scott Brizendine reviewed the methodology report.

On a Motion by Ms. Coffey, seconded by Ms. Campagna, with all in favor, the Board of Supervisors accepted the Methodology Report for the Connerton East Community Development District.

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FIFTH ORDER OF BUSINESS **Consideration of Resolution 2021-27;
Declaring Special Assessments**

On a Motion by Ms. Coffey, seconded by Mr. Smith, with all in favor, the Board of Supervisors adopted Resolution 2021-27; Declaring Special Assessments for the Connerton East Community Development District

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SIXTH ORDER OF BUSINESS **Consideration of Resolution 2021-28;
Setting Public Hearing for Special
Assessments**

On a Motion by Ms. Campagna, seconded by Ms. Coffey, with all in favor, the Board of Supervisors adopted Resolution 2021-28; Setting Public Hearing for Special Assessments for the Connerton East Community Development District

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SEVENTH ORDER OF BUSINESS **Consideration of Resolution 2021-29;
Designating Authorized Signatories**

On a Motion by Mr. Smith, seconded by Ms. Coffey, with all in favor, the Board of Supervisors adopted Resolution 2021-29; Designating Authorized Signatories for the Connerton East Community Development District.

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EIGHTH ORDER OF BUSINESS **STAFF REPORTS**

A. District Counsel

Mr. Vericker stated the Bond Validation Hearing is set for Monday, November 15, 2021 at 10:00 a.m. via Zoom.

On a Motion by Ms. Coffey, seconded by Ms. Campagna, with all in favor, the Board of Supervisors approved the Interlocal Agreement with Connerton West subject to District Counsel approval of agreement for the Connerton East Community Development District.

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B. District Engineer – Brian Surak

No report.

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C. District Manager Report

Ms. Wallace reminded the Board of Supervisors of the next meeting scheduled for October 12, 2021 at 5:00 p.m.

Ms. Wallace stated the public hearings will be November 9, 2021 at 9:30 p.m.

NINTH ORDER OF BUSINESS

Supervisor Requests

No supervisor requests.

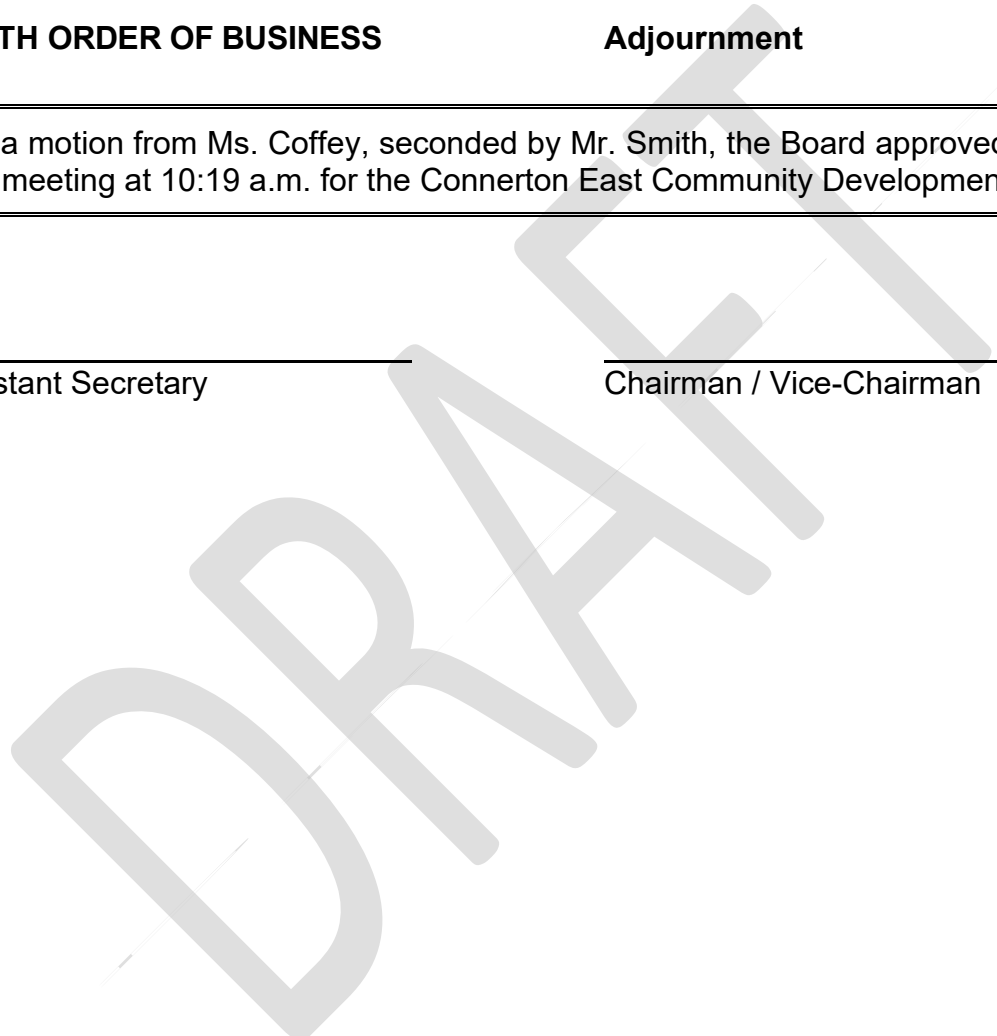
TENTH ORDER OF BUSINESS

Adjournment

On a motion from Ms. Coffey, seconded by Mr. Smith, the Board approved to adjourn the meeting at 10:19 a.m. for the Connerton East Community Development District.
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Assistant Secretary

Chairman / Vice-Chairman



Tab 3

RESOLUTION 2022-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT
CANVASSING AND CERTIFYING THE RESULTS OF THE
LANDOWNERS ELECTION OF SUPERVISORS HELD
PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES,
ADDRESSING SEAT NUMBER DESIGNATIONS ON THE BOARD
OF SUPERVISORS, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Connerton East Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held following the creation of a community development district for the purpose of electing supervisors of the District; and

WHEREAS, following proper publication and notice thereof, on November 9, 2021, the owners of land within the District held a meeting for the purpose of electing supervisors to the District’s Board of Supervisors (“Board”); and

WHEREAS, at the November 9, 2021 meeting, the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board, by means of this Resolution, desires to canvas the votes, declare and certify the results of the landowner’s election, and announce the Board Members, seat number designations on the Board.

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

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown, to wit:

Seat 1	_____	Votes: _____
Seat 2	_____	Votes: _____
Seat 3	_____	Votes: _____
Seat 4	_____	Votes: _____
Seat 5	_____	Votes: _____

SECTION 3. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the respective Supervisors, they are declared to have been elected for the following terms of office:

Seat 1	_____	Years: _____
Seat 2	_____	Years: _____
Seat 3	_____	Years: _____
Seat 4	_____	Years: _____
Seat 5	_____	Years: _____

SECTION 4. Said terms of office commenced on November 9, 2021.

SECTION 5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. To the extent the provisions of this Resolution conflict with the provisions of any other resolution of the District, the provisions of this Resolution shall prevail.

PASSED AND ADOPTED THIS 9TH DAY OF NOVEMBER, 2021.

ATTEST:

**CONNERTON EAST COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair of the Board of Supervisors

Tab 4

RESOLUTION 2022-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF CONNERTON EAST
COMMUNITY DEVELOPMENT DISTRICT, AND
PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting was held for the purpose of electing supervisors of the District; and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to designate the Officers of the District per F.S. 190.006(6).

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

1. The following persons are elected to the offices shown, to wit:

_____	Chairman
_____	Vice-Chairman
_____	Secretary
_____	Treasurer
_____	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
<u>Debby Wallace</u>	Assistant Secretary
<u>Matthew Huber</u>	Assistant Secretary

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

PASSED AND ADOPTED THIS 9TH DAY OF NOVEMBER, 2021.

ATTEST:

**CONNERTON EAST COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair of the Board of Supervisors

Tab 5



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Connerton East CDD

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 800 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members’ property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

**Connerton East CDD
c/o Rizzetta & Co.
3434 Colwell Ave Suite 200
Tampa, FL 33614**

Term: August 27, 2021 to October 1, 2021

Quote Number: 100120839

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	Not Included
Loss of Business Income	Not Included
Additional Expense	Not Included
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:		
	Not Applicable	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	Not Applicable	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of Not Applicable per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	Not Applicable	Not Included
Flood	Not Applicable	Not Included
Boiler & Machinery		Not Included
TRIA		Not Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

Not Included

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
	A	Accounts Receivable	\$500,000 in any one occurrence
	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
	F	Duty to Defend	\$100,000 any one occurrence
	G	Errors and Omissions	\$250,000 in any one occurrence
	H	Expediting Expenses	\$250,000 in any one occurrence
	I	Fire Department Charges	\$50,000 in any one occurrence
	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
	L	Leasehold Interest	Included
	M	Air Conditioning Systems	Included
	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
	O	Personal property of Employees	\$500,000 in any one occurrence
	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
	Q	Professional Fees	\$50,000 in any one occurrence
	R	Recertification of Equipment	Included
	S	Service Interruption Coverage	\$500,000 in any one occurrence
	T	Transit	\$1,000,000 in any one occurrence
	U	Vehicles as Scheduled Property	Included
	V	Preservation of Property	\$250,000 in any one occurrence
	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
	Z	Ingress / Egress	45 Consecutive Days
	AA	Lock and Key Replacement	\$2,500 any one occurrence
	BB	Awnings, Gutters and Downspouts	Included
	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
 Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
 Network Security Liability
 Privacy Liability
 First Party Extortion Threat
 First Party Crisis Management
 First Party Business Interruption
 Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

**Connerton East CDD
c/o Rizzetta & Co.
3434 Colwell Ave Suite 200
Tampa, FL 33614**

Term: August 27, 2021 to October 1, 2021

Quote Number: 100120839

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	Not Included
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$264
Public Officials and Employment Practices Liability	\$216
Deadly Weapon Protection Coverage	Not Included
TOTAL PREMIUM DUE	\$480

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

This quote is subject to a currently signed and dated no known loss letter.



Egis Insurance & Risk Advisors

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Proposal of Insurance Coverage for:

Connerton East Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

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Quotation being provided for:

Connerton East Community Development District
c/o Rizzetta & Co.
3434 Colwell Ave Suite 200
Tampa, FL 33614

Term: October 1, 2021 to October 1, 2022

Quote Number: 100121839

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	Not Included
Loss of Business Income	Not Included
Additional Expense	Not Included
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:		
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TOTAL PROPERTY PREMIUM

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	I	Fire Department Charges	\$50,000 in any one occurrence
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	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
	L	Leasehold Interest	Included
	M	Air Conditioning Systems	Included
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	R	Recertification of Equipment	Included
	S	Service Interruption Coverage	\$500,000 in any one occurrence
	T	Transit	\$1,000,000 in any one occurrence
	U	Vehicles as Scheduled Property	Included
	V	Preservation of Property	\$250,000 in any one occurrence
	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

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	Z	Ingress / Egress	45 Consecutive Days
	AA	Lock and Key Replacement	\$2,500 any one occurrence
	BB	Awnings, Gutters and Downspouts	Included
	CC	Civil or Military Authority	45 Consecutive days and one mile

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<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
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Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
 Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
 Network Security Liability
 Privacy Liability
 First Party Extortion Threat
 First Party Crisis Management
 First Party Business Interruption
 Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

**Connerton East Community Development District
c/o Rizzetta & Co.
3434 Colwell Ave Suite 200
Tampa, FL 33614**

Term: October 1, 2021 to October 1, 2022

Quote Number: 100121839

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	Not Included
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$2,750
Public Officials and Employment Practices Liability	\$2,250
Deadly Weapon Protection Coverage	Not Included
TOTAL PREMIUM DUE	\$5,000

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)

Tab 6

CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES

DATE: November 9, 2021

BETWEEN: **RIZZETTA & COMPANY**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

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

AND: **CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

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

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for technology services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional technology services to the District pursuant to Chapter 189.069, Florida Statutes. A brief description of these services is provided below, and a detailed description is provided in **Exhibit A** to this Contract.
 - A. **ONE-TIME SERVICES.** The Consultant shall provide the following One-Time Services to the District pursuant to this Contract:
 - i. **Website Development** - Consultant shall provide all required content to a third party responsible for design and implementation of a website for the District to comply with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet website. Details of the required content are shown in **Exhibit A**. Consultant shall secure and register a domain name in the District's name, which the domain shall be owned by the District, for purposes of establishing the website.



Rizzetta & Company

Rev. 2021-02-05 – RPS

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

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

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

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

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



services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.

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

A. FEES AND EXPENSES.

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



change in scope and the revised fees are adopted.

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

B. PAYMENT TERMS.

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

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

- VI. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** The Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be



Rizzetta & Company

Rev. 2021-02-05 – RPS

construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.

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

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

IX. RESPONSIBILITIES.

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

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

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

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

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



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

XI. GENERAL TERMS AND CONDITIONS.

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



XII. INDEMNIFICATION.

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

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

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



XIII. INSURANCE.

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

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



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Rev. 2021-02-05 – RPS

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

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

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

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

If to the District:	Connerton East Community Development District 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 Attn: District Manager
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Rizzetta & Company

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

If to the Consultant: Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

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

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



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



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

ACCEPTED BY:

RIZZETTA & COMPANY

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTEST:

Secretary/Assistant Secretary
Board of Supervisors

Print Name

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees



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EXHIBIT A
Scope of Services

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

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

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

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

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

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

1. The full legal name of the special district.
2. The public purpose of the special district.



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

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



EXHIBIT B
 Schedule of Fees

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

Website Development:	Yes ___	No ___	\$ 750.00
Email Set-up:	Yes ___	No ___	\$ 500.00
Total One-Time Services:			\$ _____

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

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



Tab 7

Legal. Compliance. Experts.

Prepared for:

Connerton East CDD

DIGITAL ACCESSIBILITY CUSTOMIZED SOLUTIONS



WEBSITES



APPS



PDFS



VIDEOS



MEET THE EXPERTS



Scott Trachtenberg

Chief Executive Officer

A serial technology entrepreneur with a passion for doing what is right in our digital world. His personal experience with disability inspires his advocacy for accessibility and compliance. Scott is a devoted father of three girls and is married to his college sweetheart.



Scott Rubenstein

Chief Technology Officer

Scott (Rube) Rubenstein has been a professional application designer, developer, programmer and digital accessibility expert for more than 20 years. Rube is a 9/11 survivor of the World Trade Center terrorist attacks and later returned to NYC where he helped restore critical systems within the city.



Jeremy Horelick

VP of Business Development

Jeremy finds practical and cost-effective strategies for companies to stay ahead of the changing landscape of digital accessibility. He is an expert partner for legal counsel and a frequent speaker at accessibility seminars and conferences. He is also a guitarist and devotee of anagrams and palindromes.



Gemma Petrón

Director of Marketing

Gemma is an emphatic ambassador for digital inclusion and equal rights for the disabled community. She is known to recite all the United States in alphabetical order and volunteers her spare time with local charities and food banks.



Josh LaBadie

Sales Manager

Josh is a passionate team player and an accessibility problem-solver for clients. Driven by the mission for the digital landscape to be accessible to all, he is the proud innovator of the Audit Plus+ Solution. He is newly married and an accomplished competitive athlete.



ADA WEBSITE COMPLIANCE

Be one of the good guys. Besides, it's the law.

In 1990, President George H.W. Bush signed into law the **Americans with Disabilities Act (ADA)**, which requires public places to be accessible to people with disabilities.

Thirty years later, the definition of a **“place of public accommodation”** includes privately owned websites, mobile sites, mobile apps, documents, PDFs, and videos. All of these media must be accessible and compliant under the ADA.



WHY BE ACCESSIBLE?

Under federal law, websites, mobile apps, PDFs, and videos **must be accessible** to people with disabilities.



BLIND & LOW VISION



MOTOR & MOBILITY



PHYSICAL IMPAIRMENT



COGNITIVE IMPAIRMENT



DEAF & HARD OF HEARING



NEURODIVERGENT



AGE-RELATED



COLOR BLINDNESS

SOURCE: National Center on Disability and Journalism, Disability Language Style Guide; Walter Cronkite School of Journalism and Mass Communication/ASU.



ACCESSIBILITY IS EQUALITY

Over
1.3 Billion
people
are living with *disabilities*...



...that's over
\$8 Trillion of annual
spending opportunity

Opportunity, loyal customers, and qualified leads could be knocking at your digital door.

Source: CDC Newsroom / <https://www.cdc.gov/media/releases/2018/p0816-disability.html>



THE RISK OF NON-COMPLIANCE

Litigation costs **and** legal fees can exceed **six figures**.

MAJOR WEB ACCESSIBILITY LAWSUITS:



target

\$6.0 million

established settlement fund

National Federation of the Blind (NFB),
et al. v. Target Corporation (2006)

\$3.7 million

awarded in plaintiff's attorneys' fees

National Federation of the Blind (NFB),
et al. v. Target Corporation (2006)

The Netflix logo, featuring the word "NETFLIX" in white, bold, sans-serif capital letters on a red rectangular background.

NETFLIX

\$775 thousand

**awarded in plaintiff's attorneys' fees &
millions of dollars dedicated to captioning**

National Association of the Deaf (NAD), et al. v. Netflix (2012)



ACCESSIBILITY TRUTHS



The number of ADA website demand letters far exceeds ADA website lawsuits.



25% of lawsuits filed are against defendants who have been previously sued.



Claims are not limited to one statute, and courts usually favor plaintiffs, as well as award legal fees and costs.



Not only is it lawful, but it's the right thing to do.



Number of ADA Title III Demand Letters Compared to Lawsuits Filed in Federal Court Jan. 1, 2013 to June 30, 2019

ADA Demand Letters
ADA Lawsuits



ACCESSIBILITY SOLUTIONS

ADA Site Compliance has championed accessibility and compliance for hundreds of thousands of private and public entities. We are proud to say that our solutions deliver **true accessibility and usability** to governments, global brand leaders, and enterprises in every industry.



We help our clients make - *and keep* - their digital assets **accessible and compliant** to avoid costly litigation.



COMPLIANT SOLUTIONS

Compliance Shield™

Our branded trust badge shows **your commitment to accessibility** and promotes your culture of **inclusion**, as well as **diversity**.



Accessibility Policy

Your customized policy provides a lifeline to end users to report any usability issues in real-time.



Your **Compliance Shield™** and **Accessibility Policy™** are prominently displayed in your website's footer section.



AUTOMATED SOLUTIONS



Accessibility ADAPTER™

- Keyboard Navigation
- Animation Blocker
- Font Adjustments
- Color Contrast
- Cursor/Zoom Control
- Display Adjustments

Artificial intelligence, automated technology scans, overlays, and widgets meet some of the WCAG criteria.



ACCESSIBILITY SOLUTIONS SUITE



Human Expert Auditing

Human auditing and remediation is the only path for achieving accessibility and compliance. Without human auditing, your digital assets will remain legally compromised.



Audit Premium

Audit Premium integrates human and technological auditing, focusing specifically on accessibility errors and issues that most often attract litigation, lawsuits, and demand letters.



Technological Auditing

Technology-based testing is the first step on the path of accessibility and compliance. Technological auditing includes detailed audit reports and solutions to remedy accessibility errors.



Accessibility ADAPTER™

Our proprietary website accessibility technology improves the user experience.



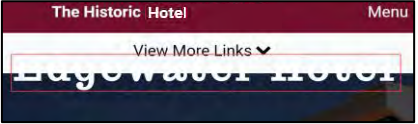
Digital Accessibility and ADA-Compliant Solutions

ADA-COMPLIANT SOLUTIONS	Accessibility ADApter™ <i>100% Instant Improvements</i>	Mitigation Suite <i>Instant Risk Mitigation</i>	Mitigation Plus+ <i>Technological-Based Testing</i>	Audit Plus+ <i>Targeted Human Auditing of Errors</i>	Audit Premium <i>Enhanced Audit Plus+</i>	Human Expert Auditing <i>Required for Optimal ADA Compliance</i>	New ADA-Compliant Website <i>Required for Optimal ADA Compliance</i>
Keyboard Navigation	✓	✓	✓	✓	✓	✓	✓
Animation Blocker	✓	✓	✓	✓	✓	✓	✓
Font Adjustments	✓	✓	✓	✓	✓	✓	✓
Color Contrast	✓	✓	✓	✓	✓	✓	✓
Cursor/Zoom Control	✓	✓	✓	✓	✓	✓	✓
Display Adjustments	✓	✓	✓	✓	✓	✓	✓
Accessibility ADApter™	✓	✓	✓	✓	✓	✓	✓
Compliance Shield™		✓	✓	✓	✓	✓	✓
Customized Accessibility Policy		✓	✓	✓	✓	✓	✓
Quarterly Technological Auditing			✓	✓	✓	✓	✓
Human Audit of Targeted Errors				✓	✓	✓	✓
Human Audit with Keyboard Shortcuts					✓	✓	✓
Human Audit with Screen Readers					✓	✓	✓
Human Expert Audit of Homepage					✓	✓	✓
Human Expert Audit of All Pages						✓	✓
All WCAG Criteria Auditing						✓	✓
Multiple Rounds of Auditing						✓	✓
Consulting Hours						✓	✓
New Data Compliance						✓	✓
Optional Hosting							✓
Optional Security Certificate							✓
						Offers 90-99% Compliance	Offers 90-99% Compliance

HUMAN ACCESSIBILITY AUDITING

An ADASC compliance analyst and a native assistive technology user team up to conduct an expert review of your website's user experience. They identify all accessibility and compliance failures under WCAG guidelines. A detailed review is performed by a supervisor for QA prior to submitting the findings.

Below is an example of the test results, including recommendations from users of assistive technology and our human expert analysts. The report includes a visual example, combined with the corrective measure and conformance level for each issue.

Page Name	Issue No.	Issue Name	Issue Description	Screenshot	Rationale	Recommendation	Severity	WCAG 2.1 Conformance Level	WCAG 2.1 Success Criteria
The Historic Hotel	34	Content overlaps with browser's Zoom	When low vision users view the page after zooming in using the browser's zoom to 200% option, some content in main content area gets overlapped on other content. This made it difficult for low vision users to access the page content and functionality. For example, the heading text the Historic Hotel gets overlapped with the View More Links text.		Flexible layouts should be used to display the page content. Dimensions for container elements used to display the page content should be defined using relative units, such as "%", "em", "rem" etc. to ensure that the content fits on the page when zoomed in. If content gets overlapped when users zoom in, it becomes very difficult for low vision users to access the content.	Ensure that the page content is displayed using relative units for text and container so that users can access the page with zoom settings turned on. At the minimum, the page layouts should support up to 200% zoom.	Medium	AA	1.4.4



PROPOSAL

New ADA-Compliant Website | \$2,900 (Year 1)

- Brand new website that meets WCAG 2.1 AA-level criteria
- Development and design based on manual, end-user testing criteria
- Quarterly (4) software-based audit reports
- Semi-annual (2) human expert auditing of top errors named in lawsuits
- Customized accessibility policy
- Compliance Shield™
- Accessibility **ADAPTER**™
- Two (2) hours of technical support
- Quarterly updates to content
- Includes document (PDF) posting as needed*
- Annual maintenance of website** | \$1,500 (Year 2+)

* Excludes the cost of PDF remediation

** Web hosting, back-up, and security are available for an additional charge



SELECT SERVICES & PRICING

Mitigation Suite | \$1,599 annually

- Customized accessibility policy
- Compliance Shield™
- Accessibility **ADAPTER**™

Mitigation Plus+ | \$2,499 annually

- Customized accessibility policy
- Compliance Shield™
- Accessibility **ADAPTER**™
- Quarterly (4) software-based audit reports

Audit Plus+ | \$3,900 annually

- Quarterly (4) software-based audit reports
- Semi-annual (2) human expert auditing of top errors named in lawsuits
- Customized accessibility policy
- Compliance Shield™
- Accessibility **ADAPTER**™

Audit Premium | \$4,900 annually

- Human expert auditing of all homepage elements for corrections sitewide
- Quarterly (4) software-based audit reports
- Semi-annual (2) human expert auditing of top errors named in lawsuits
- Customized accessibility policy
- Compliance Shield™
- Two (2) hours of consulting & expert-level guidance
- Accessibility **ADAPTER**™



SELECT SERVICES & PRICING

Human Expert Auditing (HEA) | reporting every error per audited page

- \$1,200 per unique page | three (3) auditing rounds & three (3) detailed audit reports
- \$1,075 per unique page | two (2) auditing rounds & two (2) detailed audit reports
- Number of pages varies by client

PDF & Document Remediation, Consulting & Training | pricing varies

- \$4.95 per PDF & document page (minimum \$100) | Human expert auditing & remediation
- \$79 per fillable form page | Human expert auditing & remediation **If applicable*
- Template for accessible document creation | Pricing TBD upon review of client's requirements **If applicable*
- \$250 per hour expert level guidance & consulting | Billed in 15-minute increments **If applicable*

Accessible PDF Training | \$3,500 per day

- General understanding of PDF accessibility and remediation principles
- Each training accommodates up to 25 people
- Suggested timeframe is two days of four-hour sessions
- For on-site training, travel costs are reimbursed by client
- Virtual training is available

Mobile Apps & Applications | iOS &/or Android | Native & Responsive | pricing varies

- Detailed human expert review of select screens
- Report of findings and suggested universal fixes
- Consulting with compliance analysts
- Team strategy sessions for maintaining accessibility and compliance

Video Captioning | \$3.00 per minute (minimum \$100)

- Human audio captioning for 99% performance accuracy



SELECT SERVICES & PRICING

Hourly ADA Web Consulting | ensuring accessibility & compliance of your digital assets

- VIP consulting with ADASC's compliance analysts (CTO as needed)
- Training and advice on understanding and adhering to WCAG standards
- Customized needs-analysis by a dedicated accessibility expert
- Video conferencing for real-time support
- Direct support for third-party development teams
- Wireframe and other pre-development analysis and support
- Internal processes strategies to encourage content-creation best practices
- Guidance on evolving regulations and legal environments
- Assistance with ensuring that new digital content remains accessible

Consulting Rate Schedule

- \$250 per hour | billed in 15-minute increments
- \$6,000 per 30 hours | 2.5 hours per month | 30-59 hours billed at \$200 per hour
- \$10,500 per 60 hours | 5 hours per month | 60-119 hours billed at \$175 per hour
- \$18,000 per 120 hours | 10 hours per month | 120-239 hours billed \$150 per hour
- \$30,000 per 240 hours | 20 hours per month | 240+ hours billed at \$125 per hour

Expert-level consulting options renew annually and may be cancelled with 30 days' notice prior to renewal.



SELECT CLIENT LIST



Audi

FIVE GUYS[®]
BURGERS and FRIES



BAM!
BOOKS·A·MILLION



W A F F L E
H O U S E




WESTERN UNION **WU**






Jeremy Horelick

VP of Business Development

 (561) 258-9518

 (561) 258-9300

 jeremy@adasitecompliance.com

Jeremy finds practical and cost-effective strategies for companies to stay ahead of the changing landscape of digital accessibility. He is an expert partner for legal counsel and a frequent speaker at accessibility seminars and conferences. Jeremy is a guitarist and devotee of anagrams and palindromes.
devotee of anagrams and palindromes.

DIGITAL ACCESSIBILITY SOLUTIONS



WEBSITES

APPS

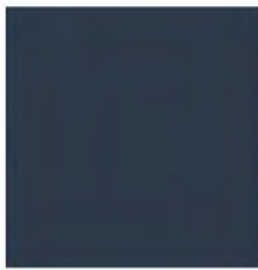
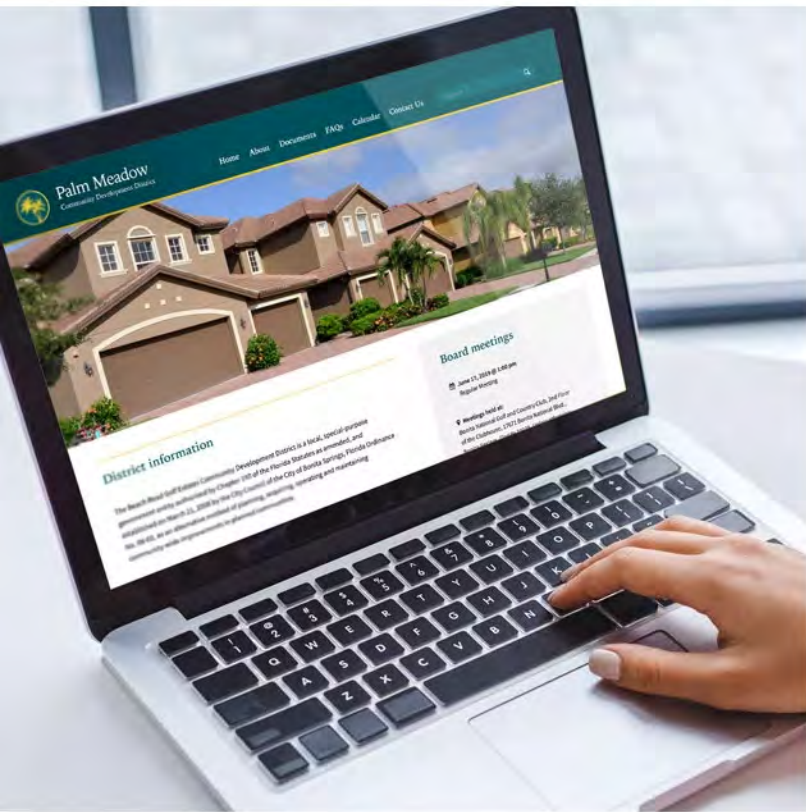
PDFs

VIDEOS





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Keeping your community informed. And you compliant.

Connerton East Community Development District

Proposal date: September 23, 2021

Proposal ID: 89PHS-6X27J-PNQVN-HLDZK

Pricing.....	2
Services.....	3-5
FAQs.....	6
Statement of work.....	7-8
Terms and conditions.....	9-12



Ted Saul

Director - Digital Communication

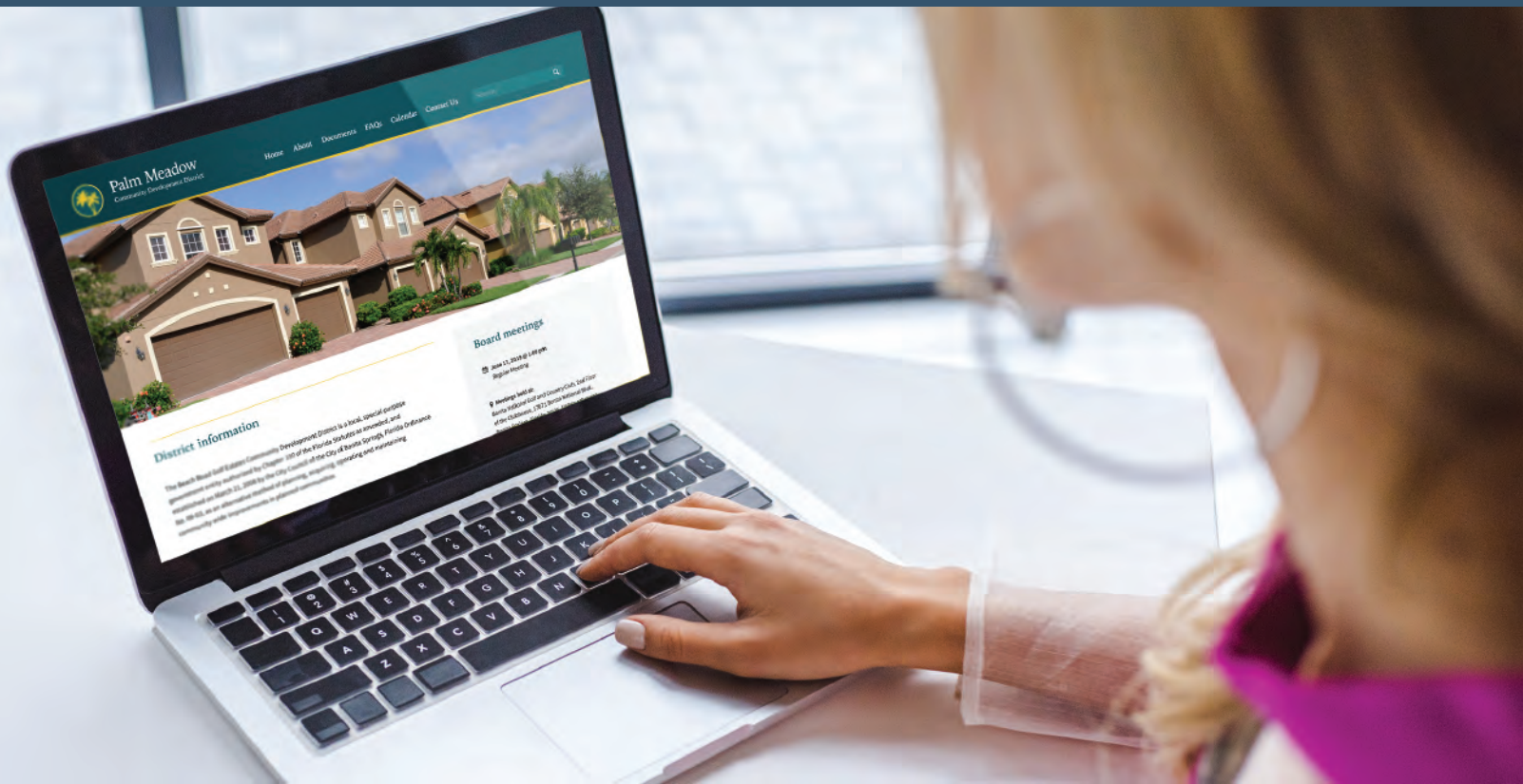
 *Certified Specialist*



Pricing

Effective date: October 1, 2021

Implementation	Quantity	Subtotal
On-boarding of ADA Compliant Website and Remediation of Historical Documents <ul style="list-style-type: none">• Migration website pages and present on a staged website for approval• Initial PDF Accessibility Compliance Service for 1500 pages of remediation	1	\$1,162.50
<hr/>		
Annual ongoing services	Quantity	Subtotal
Website services <ul style="list-style-type: none">• Hosting, support and training for users• Website management tools to make updates• Secure certification (https)• Monthly accessibility site reporting, monitoring and error corrections	1	\$600.00
<hr/>		
Ongoing PDF Accessibility Compliance Service <ul style="list-style-type: none">• Remediation of all PDFs stored on your website• Remediation of up to 750 PDF pages• Dashboard for reporting and managing all PDFs• 48-hour turnaround for fixes for board agendas• PDF manager dashboard	750*	\$937.50
<hr/>		
Social Media Manager		Included
<hr/>		
Total:		\$2,700.00



Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

Designed for districts



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws

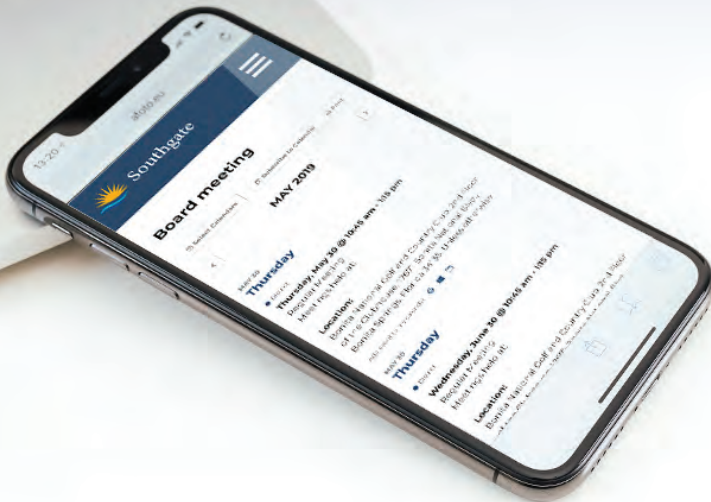


Save CDD board time and money

Keeping your community informed and compliant.



Accessibility Compliance
with Campus Suite



We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes



A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



**Campus Suite Academy
Website Accessibility Center**

www.campussuite.com/accessibility-center

Frequently asked questions

For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

Are there any hidden fees?

No.

How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 3. Display an ADA compliance shield, seal, or certification;
 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
 6. Be free of any commercial advertising;
 7. Be free of any known spyware, virus, or malware;
 8. Secure certification (https)
 9. Secure cloud hosting with fail-overs
 10. Allow for data backups, and record retention as required by law;
 11. Allow for the display a calendar, reservation request form, and newsletter;
 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
2. **Maintenance and Management of the Website.**
 1. Contractor will manage and maintain the website;
 2. Remediate in an ADA compliant format new documents (a not to exceed 750 pages per year) uploaded by the District Manager to the document portal;*
 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;
 4. Contractor will store all District data, including files, text and parameters; data will be backed-up

on a separate storage system at regular intervals; and

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

3. Monthly Auditing and Remediation Services.

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
 2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
 3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.
4. **Support Services.** Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Website Creation and Management Agreement

This Website Creation and Management Agreement (this “Agreement”) is entered into as of October 1, 2021, between the Connerton East Community Development District, whose mailing address is 2806 North Fifth Street, Suite 403, St. Augustine, FL 32084 (the “District”) and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the “Contractor”).

Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the “ADA”). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

Operative Provisions:

1. Incorporation of Background Information. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

2. Scope of Services. The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the “Statement of Work” attached hereto.

3. Term and Renewal. The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

4. Termination.

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and the opportunity to cure the breach.

c. Upon termination of this Agreement:

- i. The Contractor will 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. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
- ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
- iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
- iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

5. Compensation and Prompt Payment.

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$1,162.50 for the On-boarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on September 1, 2019 the District agrees to compensate the Contractor an annual payment of \$1,537.50 for Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on an annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

6. Additional Work. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

7. Ownership of Website, Domain Name, and Content. The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

8. No Infringement of Intellectual Property. Contractor warrants and represents that neither the Statement

of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

9. Promotion. The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

10. Warranty. The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

12. Compliance with Governmental Regulations. The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

13. Insurance. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

14. Limitation of Liability. Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

15. Indemnification. Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

16. Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

18. Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

19. Enforcement of Agreement. Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount

of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

20. Public Records. Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida's public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and 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 the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

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 813-933-5571, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FLORIDA 33625.

21. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.

22. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

23. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties.

24. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

25. Arm’s Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. 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.

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

27. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studio, LLC.	Connerton East
_____	_____
Steve Williams VP of Marketing	Print name
Date	Date

Tab 8

**Connerton East Community Development District
Response to RFQ for Engineering Services**

October 8th, 2021

Prepared By:





October 8th, 2021

Debby Bayne-Wallace
District Manager
Connerton East Community Development District
c/o Rizetta & Company, Inc.
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

**Re: Proposal for Engineering Services
Response to RFQ Published
Connerton East Community Development District**

Dear Board of Supervisors:

Clearview Land Design is pleased to present qualifications and credentials to provide professional engineering services for the Connerton East Community Development District.

Attached please find eight (8) copies of Standard Form 330 for your consideration.

We're confident our proposal will reveal the experience of Clearview Land Design's project team. Our team offers extensive experience in large scale master planned communities as well as working with over 20 Community Development Districts. We offer a combined 100+ years of planning, designing, inspecting and managing large scale master planned communities.

We will provide the ideal combination of technical capabilities, enthusiasm, and dedication necessary to meet the needs of the Community Development District. In addition to having extensive technical background and experience on the Connerton Project, we are dedicated to the Connerton East Community Development District.

Should you have any questions or need any additional information, please do not hesitate to contact me at (813) 223-3919.

Sincerely,

CLEARVIEW LAND DESIGN P.L.

A handwritten signature in black ink, appearing to read "B Surak", is positioned above the printed name.

Brian Surak, P.E.
District Engineer

cc: File w/attachments

a b o u t o u r c o m p a n y

Clearview Land Design is a multi-disciplinary consulting firm focusing on land planning, civil engineering, landscape architecture and environmental services. The leadership group has vast experience in design, permitting, project management, and construction phase services for master-planned communities, roadways, and infrastructure associated with residential, commercial and mixed-use projects.

Beyond our unmatched expertise, Clearview offers personal attention to the unique synergies that are only achieved by decades-long relationships within the company and with agency staff. Clearview helps clients avoid time-consuming problems and can provide quick solutions when they are confronted with unavoidable challenges.

Clearview's proven team is dedicated to delivering solutions that are designed to be both functional and cost effective. By combining engineers, designers and planners under one roof, Clearview is able to streamline the design and development process and keep projects on schedule with a proactive approach with permitting agencies to expeditiously obtain required engineering permits for stormwater, utilities, and roadway design packages.

Our approach to projects couples our multi-discipline knowledge with years of permitting and development experience, to provide realistic and achievable time lines and budgets, ensuring that our Client's goals and expectations are met.

Our staff is committed to allocate necessary resources and personnel to deliver services in a timely manner. Clearview project managers meet regularly to evaluate production resources, milestone target dates, design and submittal schedules, and project status.

We offer:

- Understanding District goals, expectations, and project budgets.
- Years of practice and understanding the needs and challenges associated with master-planned communities.
- Comprehensive coordination with the District Board and Team Members.
- Manage schedule and milestones.
- Local knowledge and understanding of site.
- Creative and flexible solutions.

Our key team members have worked closely with developers and Community Development Districts to provide multi-discipline consulting services. With our experience as engineers working both directly and indirectly with multiple CDDs, we are familiar with the process and committed to working with the Connerton East CDD.

A more detailed account of our project and staff experience is outlined in the following pages of this document.



Toxey Hall, P.E.
President

Before forming Clearview Land Design in 2009, Mr. Hall was with Heidt & Associates for 28 years, most recently as President and Owner. He has over 40 years of experience as a Civil Engineer. As president and Owner of Clearview, Toxey manages the day-to-day operations of Clearview. He has design and administrative experience in all aspects of commercial and residential land development engineering. He has administrative management experience with many multi-thousand acre mixed use projects in the Tampa region. Toxey is the former Chairman of the Urban Land Institute Tampa Bay District Council and serves on the National ULI Community Development Council.

Mr. Schrader is a founder and owner of Clearview Land Design, P.L. An Honors graduate of the University of Florida, Jordan is a Registered Professional Engineer, with over 13 years of engineering and surveying experience. Mr. Schrader is responsible for project management and design, including due diligence evaluations, community master planning, residential / commercial infrastructure design, construction services and management of multi-disciplinary consulting teams. He has successfully led project teams in Pasco County, Hillsborough County and the City of Tampa.



Jordan Schrader, P.E.
Vice President



Michael Smirch, P.E.
Senior Vice President

Mr. Smirch is an Honors graduate of the University of Florida and is a Registered Professional Engineer. With over 24 years of engineering and surveying experience, Mr. Smirch is a founder and Owner of Clearview Land Design. He is involved in all aspects of the engineering design process from master planning, design, and permitting through project certification of completion. Mike has successfully led project teams in Pasco, Hillsborough, Manatee, Pinellas, and Hernando counties and the City of Tampa.

Mr. Surak has over 33 years of civil engineering consulting in private/ public land development including residential subdivisions, multi-family, commercial/office centers, roadway, stormwater and multi-site projects. Services provided range from engineering design, project and personnel management, business development and marketing. Through experience and self-initiative, strong, successful relationships were created with clients, state and local agency personnel and technical staff.



Brian Surak, P.E.
Project Manager



Larry Worden
Construction Inspector

Mr. Worden has over 38 years of experience at Clearview Land Design and Heidt & Associates. He is responsible for site work inspection of underground utilities, sanitary pump stations, drainage ponds, storm water piping systems, roadways, parking, facilities, wetland creation areas, underground storm water vaults and Conspan Bridge Systems for single-family developments, apartments, utility extensions, road extensions, road widening, commercial developments, parks, schools and churches.

ARCHITECT - ENGINEER QUALIFICATIONS

PART 1 - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION <i>(City and State)</i> Connerton East Community Development District	
2. PUBLIC NOTICE DATE October 8th, 2021	3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE Brian Surak, P.E.		
5. NAME OF FIRM Clearview Land Design, P.L.		
6. TELEPHONE NUMBER (813)223-3919	7. FAX NUMBER (813)223-3975	8. E-MAIL ADDRESS Brian.Surak@Clearviewland.com

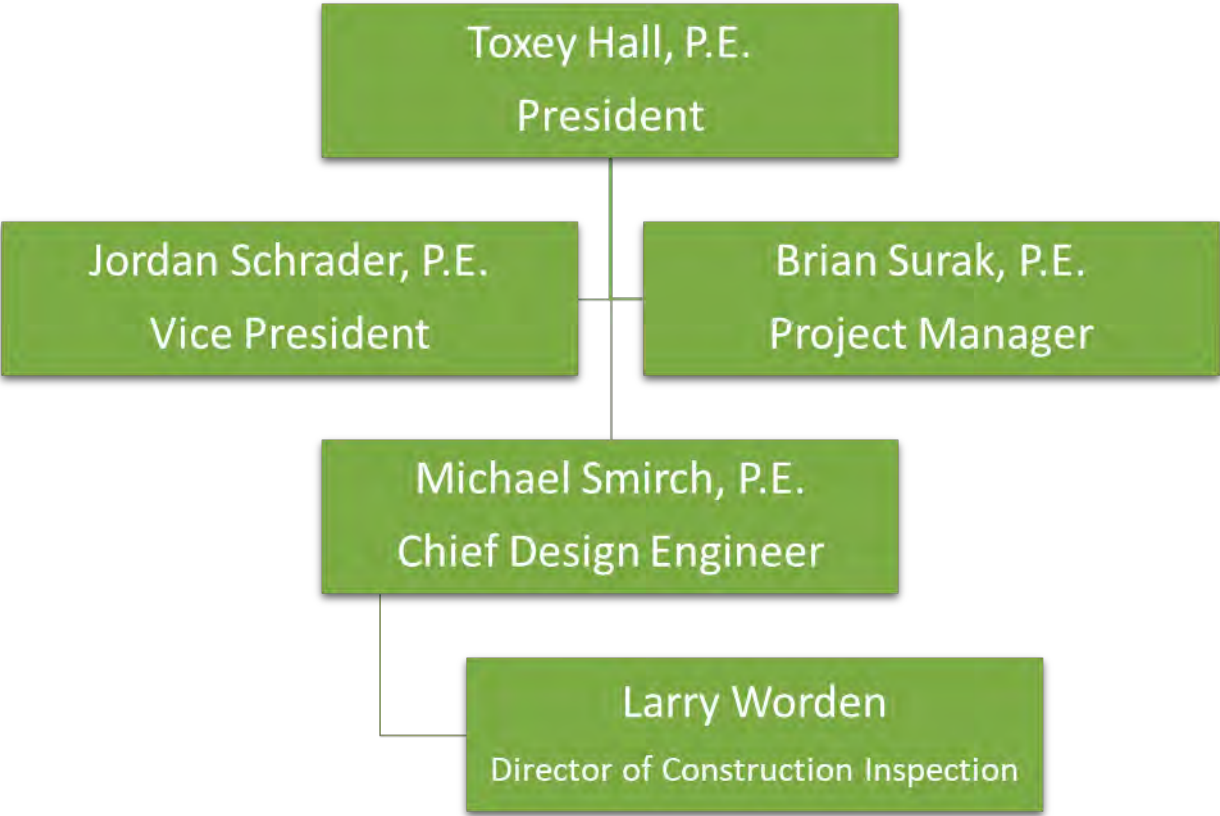
C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Clearview Land Design, P.L. <input type="checkbox"/> CHECK IF BRANCH OFFICE	3010 W. Azele Street Suite 150 Tampa, FL, 33609	Civil Engineering Firm offering land planning, GIS, landscape architecture, environmental sciences, and construction services
b.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	 <input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Toxey Hall, P.E.	13. ROLE IN THIS CONTRACT President Clearview Land Design Senior Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 40	b. WITH CURRENT FIRM 12
15. FIRM NAME AND LOCATION <i>(City and State)</i> Clearview Land Design, P.L.			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science, Civil Engineering University of Florida		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Urban Land Institute; Association of Florida Community Developers; Tampa Bay Builders Association, Life Director-NAHB; American Society of Civil Engineers; Florida Engineering Society; National Society of Professional Engineers	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Registered Professional Engineer, State of Florida			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
New Tampa Corridor, Hillsborough County, Florida	2000-Ongoing	2006-Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm a. In the City of Tampa, the 25-thousand acre "New Tampa Corridor" consisted of large-scale community development that created a "city within a city". Of the fourteen major projects that coordinated planning and infrastructure in this area, Toxey was project manager for eight of them including Tampa Palms, Hunter's Green, and Highwoods Preserve.		
Museum of Science and Industry Expansion, City of Tampa, Florida	2002-2008	2010
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm b. Civil Engineering Project Manager for the expansion of the Tampa Museum of Science and Industry from 67,000 to 244,000 square feet with the addition of 500 parking spaces. While the usual challenges associated with commercial construction were present, the MOSI project involved several interesting and innovative site concepts.		
Harbour Island, City of Tampa, Florida	2002	2004-Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm c. Project Manager for 178-ac. 15-phase urban mixed-use project. This dense environment ranged from single family detached to mid-rise condominium projects. Challenges included "surcharging" and other design methods to deal with construction on a spoil island under which was several feet of original bay bottom muck. The entire island was constructed with vertical sea walls and "dockominium" boat slips. A master stormwater pond system (with several pumped stormwater vaults) minimized the stormwater footprint, and a linear "greenway" trail system runs the length of the island.		
Beacon Apartments- Downtown St. Petersburg, Florida	2014-2015	2015-2016
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm d. A significant urban infill redevelopment effort covering a two-city-block footprint in Downtown St. Petersburg. The project consisted of seven and nine story buildings with parking garages that accommodated a total of 692 units. Plan included a stormwater vault, multiple courtyards and motorcourts.		
Highwoods Preserve – City of Tampa, Florida	2004-2010	2004-2014
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm e. Project manager for this 93 acre, one million square foot high tech office campus. Construction of seven integrated "campus" style mid-rise office buildings, with surface parking and parking garages totaling 3,700 spaces, enabled us to gain significant open space as opposed to maximizing floor area ratio.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Brian Surak, P.E.	13. ROLE IN THIS CONTRACT Civil Engineer Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 33	b. WITH CURRENT FIRM 7
15. FIRM NAME AND LOCATION <i>(City and State)</i> Clearview Land Design, P.L.			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science, Civil Engineering Florida State University		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Registered Professional Engineer Number 59064 State of Florida	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Urban Land Institute Tampa Bay Builders Association			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Connerton Village 2, Pasco County, Florida	PROFESSIONAL SERVICES 2004 - 2008	CONSTRUCTION <i>(If applicable)</i> 2006 -2008
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm a. Project Manager & District Engineer for Connerton Villages 2, which included multiple sub-phases and the central community amenity center. Services coordinated included drainage modeling and surface water management design, roadway, storm, and utility infrastructure design, environmental and local agency permitting, engineering services during construction, construction contract management, and district engineering services.		
Dupree Lakes, Pasco County, Florida	PROFESSIONAL SERVICES 2009 - 2016	CONSTRUCTION <i>(If applicable)</i> 2009 - 2016
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm b. Project Manager & District Engineer for Dupree Lakes, a 670-lot single family residential community. Services coordinated included drainage modeling and surface water management design, roadway, storm, and utility infrastructure design, environmental and local agency permitting, engineering services during construction, construction contract management, and district engineering services.		
Florida Hospital at Bexley, Pasco County, Florida	PROFESSIONAL SERVICES 2016 - On-Going	CONSTRUCTION <i>(If applicable)</i> 2016 - On-Going
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm c. Provided project management and design engineering for 46,000+ SF proposed medical office and emergency room facility with phased buildings and parking. Coordinated approval of alternative standards for parking and buffers.		
Avalon Park West, Pasco County, Florida	PROFESSIONAL SERVICES 2014 - Present	CONSTRUCTION <i>(If applicable)</i> 2016 - Present
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm d. Project Manager and Design Engineer for master planned community, consisting of various neighborhoods, parks, and a town center. The 1,800 acre project includes 4,800 residential units and 680,000 square feet of commercial/office. Design services provided include stormwater modeling, roadway and utility design, and neighborhood design for both permitting and construction phases.		
Bexley, Pasco County, Florida	PROFESSIONAL SERVICES 2002 – On-Going	CONSTRUCTION <i>(If applicable)</i> On-Going
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm e. Project Manager for Bexley Ranch DRI / MPUD. Project management, design and permitting for the early phases of the Bexley DRI, a +/-6,900-acre development located in Pasco County, Florida. Services provided include DRI engineering and analysis, master stormwater permitting, management/design of the first +/-1,000 residential lots. Design/Permitting services provided include stormwater modeling, roadway and utility design, and neighborhood design.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Jordan A. Schrader, P.E.	13. ROLE IN THIS CONTRACT Assistant District Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 13	b. WITH CURRENT FIRM 12
15. FIRM NAME AND LOCATION (City and State) Clearview Land Design, P.L. (Tampa, FL)			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science, Civil Engineering University of Florida		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Registered Professional Engineer Number 74798 State of Florida	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Urban Land Institute, Vice Chair – Channel District Redevelopment Agency

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a. (1) TITLE AND LOCATION (City and State) The Woods (Pasco County, FL)	On-Going	On-Going
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design Engineer and Project Manager for this 400-acre residential development consisting of 250 single-family units, 25,000 square feet of commercial and a Pasco County Elementary School Site within the Cypress Creek watershed.		
<input type="checkbox"/> Check if project performed with current firm		
b. (1) TITLE AND LOCATION (City and State) Magnolia Park (Hillsborough County, FL)	On-Going	On-Going
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design, Project Management and District Management for this 580-acre mixed-use development consisting of 1,200 residential units, 125,000 square feet of commercial development, 60,000 square feet of office/professional and 770,000 square feet of industrial use.		
<input type="checkbox"/> Check if project performed with current firm		
c. (1) TITLE AND LOCATION (City and State) Meadow Pointe (Pasco County, FL)	On-Going	On-Going
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design Engineer and Project Management for this master-planned community in Pasco County. Responsibilities include master planning efforts, rezoning and entitlement assistance, master drainage, water and sewer planning, subdivision design, permitting and platting efforts.		
<input type="checkbox"/> Check if project performed with current firm		
d. (1) TITLE AND LOCATION (City and State) Gandy Wal-Mart (Tampa, FL)	2009	2009
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design Engineer for the redevelopment of multiple parcels and the construction of 125,000 square foot free standing Wal-Mart. In addition to the standard redevelopment challenges, services included the assemblage of multiple parcels and off-site roadway improvements.		
<input type="checkbox"/> Check if project performed with current firm		
e. (1) TITLE AND LOCATION (City and State)		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		
<input type="checkbox"/> Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Michael F. Smirch, P.E.	13. ROLE IN THIS CONTRACT Chief Design Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 24	b. WITH CURRENT FIRM 12
15. FIRM NAME AND LOCATION <i>(City and State)</i> Clearview Land Design, P.L. (Tampa, FL)			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science in Civil Engineering With Honors University of Florida, 1998		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Registered Professional Engineer Number 59503 State of Florida	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Member of Florida Engineering Society			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Oakstead, Pasco County, Florida	1998	2007
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm a. Senior Utilities & Drainage Design Engineer for an 852-acre development with 1,184 single-family units. Project activities included master planning, engineering design, ERP permitting and construction phasing within the Anclote River watershed. The project consisted of several phases of residential lots, roadways and associated stormwater management systems involving 40 interconnected wetlands & detention ponds.		
FishHawk Towncenter/Osprey Ridge Drive Hillsborough County, FL	2003	2009
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm b. Senior Drainage Design Engineer for 500 ac. master-planned community included drainage design, construction phasing of 21 wet detention ponds and wetlands treatment facilities. Required the design and construction of more than 700 drainage structures and 10-miles of storm sewer serving over 1,000 residential units.		
WaterGrass, Pasco County, FL	2006	Present
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm c. Senior Drainage Design Engineer for the easterly region of Watergrass consisting of 508-acres with 869 single-family lots. Project activities included master drainage planning & design of 50 interconnected pond and wetland systems, 500 drainage structures, street & lot grading, engineering design, ERP permitting, and construction phasing within the New River watershed.		
Bexley, Pasco County, FL	2012 - Present	2013 - Present
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm d. Chief drainage and utilities design engineer for the 1,800 acre master planned community.		
Westpark Village Towncenter, Hillsborough County, FL	1999	2004
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm e. Senior Drainage Design Engineer and Senior Utilities Design Engineer for a 160-acre mixed-use development consisting of 368 single-family units, 693 multi-family units, 50 townhomes, 40,000 square feet of commercial development, passive parks, and a 5,000 square-foot community pool. This project was Hillsborough County's first Neo-Traditional Neighborhood.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Larry H. Worden, Jr.	13. ROLE IN THIS CONTRACT Construction Management / Field Management	14. YEARS EXPERIENCE	
		a. TOTAL 38	b. WITH CURRENT FIRM 12
15. FIRM NAME AND LOCATION <i>(City and State)</i> Clearview Land Design, P.L. (Tampa, FL)			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
 Qualifications include Stormwater Erosion, Sedimentation Control Inspector Training, OSHA Trench Safety Training, Survey Mathematics Course Certificate, FDOT Certifications in Asphalt Level 1 & 2, Earthwork Inspection Level 1 & 2 and Maintenance of Traffic Intermediate Course.

19. RELEVANT PROJECTS

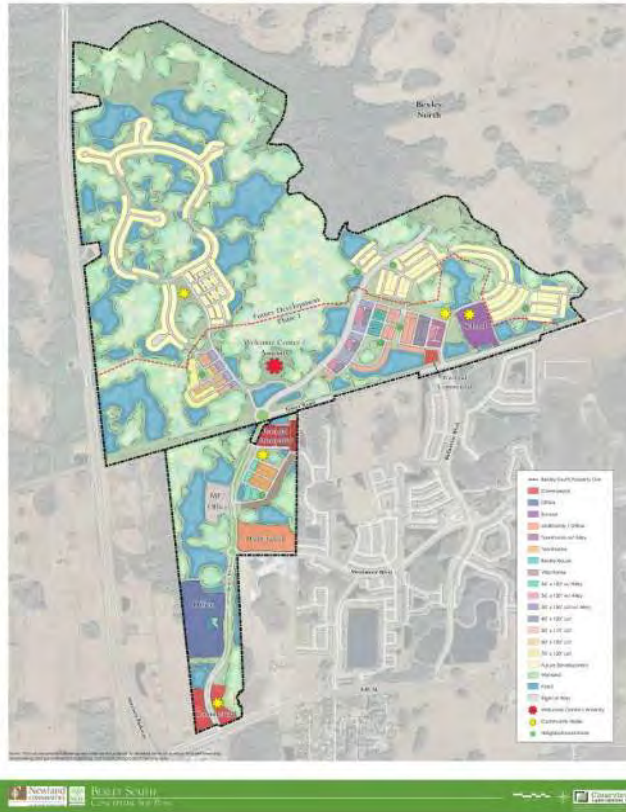
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Connerton (Land O' Lakes, FL)	PROFESSIONAL SERVICES 2008 - Ongoing	CONSTRUCTION <i>(If applicable)</i> 2008 - Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm a. Connerton is made up of 8,000 acres of former Ranch Land. A 3000-acre tract of land was set aside for a nature preserve. Duties included getting final approval and release of performance and maintenance bonds for a half dozen communities that had been in limbo for years. Since 2017 I have been the Construction Inspector for Village 218 area that has 259 home sites. An additional 2 Villages are scheduled to begin construction soon.		
Seven Oaks (Wesley Chapel, FL)	PROFESSIONAL SERVICES 2000 - 2008	CONSTRUCTION <i>(If applicable)</i> 2000 - 2008
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm b. Seven Oaks encompassed about 2.75 square miles of land and is home to over 3,500 people. There are several large businesses, apartment complexes, office parks and a 4.5 million dollars recreation center in the center of the community. I was the Construction Inspector for all infrastructure from the start of construction until 2008.		
Bexley (Land O' Lakes, FL)	PROFESSIONAL SERVICES 2014 - Ongoing	CONSTRUCTION <i>(If applicable)</i> 2014 - Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm c. Bexley is a 1,700 acre Master Planned Community in Land O' Lakes. I have been the Construction Inspector for all Construction to date. Bexley has received numerous awards. One of the most rewarding parts of my job was helping find a path for several long boardwalks through wooded wetlands. It has also been rewarding to see the wildlife utilizing the retention ponds and wetland creation areas throughout the community.		
Meadow Pointe (Wesley Chapel, FL)	PROFESSIONAL SERVICES 1990 - Ongoing	CONSTRUCTION <i>(If applicable)</i> 1990 - Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm d. The last village in Meadow Pointe is under construction. There are 8,378 residential homes in Meadow Pointe. I have been the Construction Inspector for the infrastructure from the beginning of the project until the present time. The project included the construction of 6.5 miles of County Line Road and 4 miles of Meadow Pointe Boulevard. 47 separate villages make up the Meadow Pointe Community.		
Magnolia Park (Riverview, FL)	PROFESSIONAL SERVICES 2008 - 2016	CONSTRUCTION <i>(If applicable)</i> 2018 - 2017
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm e. Clearview at first provided free phone consults and some leg work to help the Developer through some difficult challenges. After the merger of two Developers things were getting very complicated and there were numerous commitment deadlines looming. Before long we were finishing up approved projects by the previous Engineer and Designing the remainder of the project. There are only a few home sites left in this community.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION <i>(City and State)</i> Bexley (Pasco County, FL)		22. YEAR COMPLETED PROFESSIONAL SERVICES: 2010 - On-Going CONSTRUCTION <i>(If applicable)</i> : On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Newland Communities	b. POINT OF CONTACT Aaron Baker	c. POINT OF CONTACT TELEPHONE NUMBER 813-620-3555
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



Bexley, the award-winning master planned community is located along State Road 54 near the Suncoast Parkway in Pasco County. Bexley South comprises over 1,700 acres for which Clearview has provided engineering, permitting and inspection services as well as CDD Engineering Services. It is planned for 1,200 single family homes and 520 multi-family units, and over 650,000 square feet of office and retail. Multiple parks and interconnected trails systems link residential and non-residential uses. Additionally, the Clearview team has been involved in community planning, entitlements, mass grading plans, all infrastructure design, and neighborhood grading. The project includes a master planned stormwater system, water distribution system, reclaimed water distribution system and wastewater collections system. The stormwater system with over 50 ponds was a particularly critical component due to the project's location adjacent to the Sandy Branch and Anclote River.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Clearview Land Design, P.L.	Tampa, FL	Civil Engineering, Land Planning, GIS, Construction Inspection
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
 (Present as many projects as requested by the agency, or 10 projects, if not specified.
 Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
 2

21. TITLE AND LOCATION (City and State)

Avalon Park West (Pasco County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
 2010 - On-Going

CONSTRUCTION (If applicable)
 On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Sitex Development Group

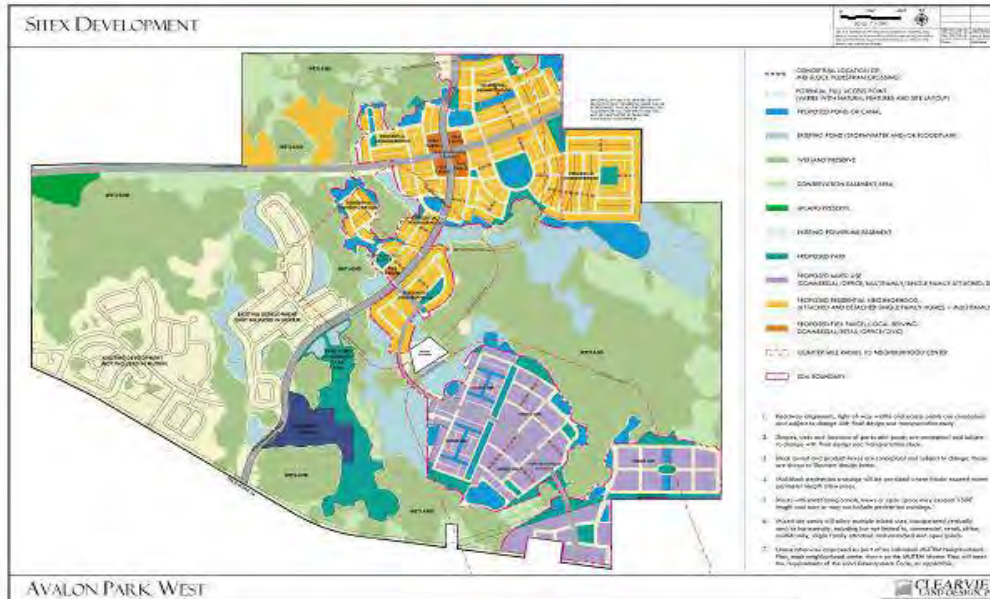
b. POINT OF CONTACT

Ross Halle

c. POINT OF CONTACT TELEPHONE NUMBER

407-658-6565

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



Located in Wesley Chapel, Avalon Park West is a master planned community with village type mixed-use neighborhoods, schools, a town center, abundant community parks and vast preserved upland and wetland habitat. Clearview Land Design has been involved in land planning, rezoning, stormwater modeling and master planning, landscape architecture, permitting, and construction phase services for the project. The near 1,800 acre project includes over 800 acres of preservation area and 40 acres of parks. The community will be home to 4,800 residential units, including single family attached, single family detached, and multi-family and 680,000 square feet of mixed-use, commercial and office space.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

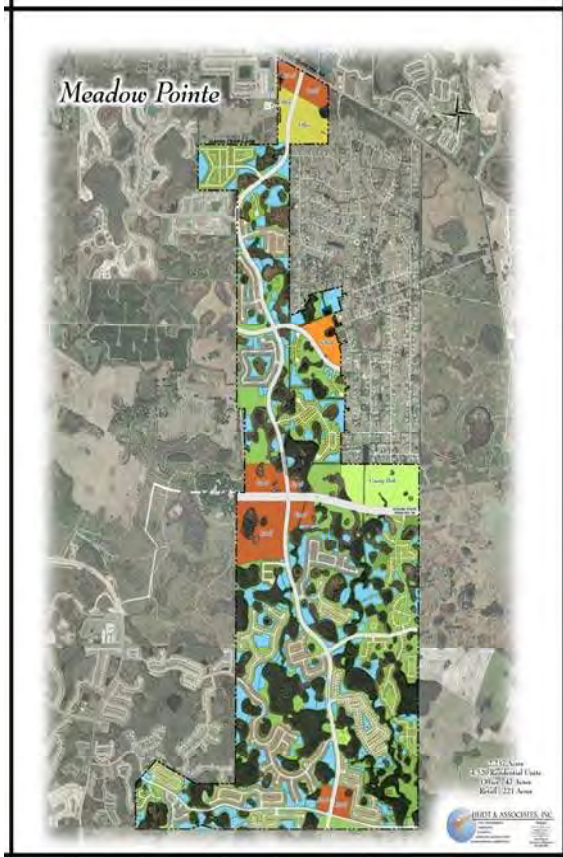
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Clearview Land Design, P.L.	Tampa, FL	Civil Engineering, GIS, Land Planning, Landscape Architecture, Construction Inspection
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION <i>(City and State)</i> Meadow Pointe (Pasco County, FL)		22. YEAR COMPLETED PROFESSIONAL SERVICES: 2009 - Current CONSTRUCTION <i>(If applicable)</i> : 2009 - Current

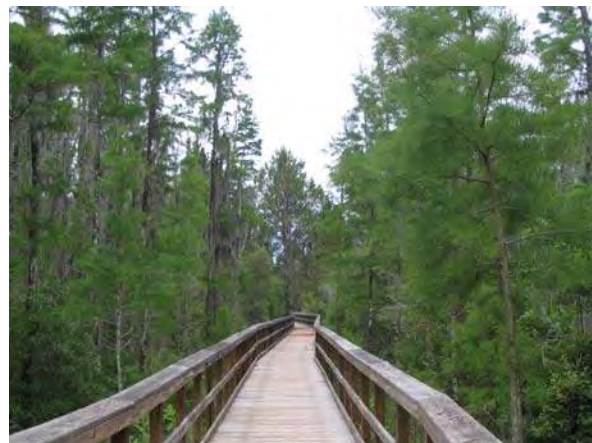
23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER CalAtlantic Homes	b. POINT OF CONTACT Thomas Spence	c. POINT OF CONTACT TELEPHONE NUMBER 813-288-7687
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



Meadow Pointe is an award-winning master planned community in southern Pasco County. For the past 20 years, Meadow Pointe has been one of the fastest selling communities in the State of Florida. Covering over 4,000 acres and consisting of over 7,000 residential units along with retail/office, schools, parks and numerous amenity centers, Meadow Pointe has become a favorite community to live, work and play. The Clearview Team's role in this project has included master planning efforts, rezoning actions and entitlement assistance; master infrastructure design and permitting, including drainage and water and sewer utility systems; and neighborhood design, permitting and platting efforts, and construction phase services.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Clearview Land Design, P.L.	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE Civil Engineering, GIS, Land Planning, Construction Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4
21. TITLE AND LOCATION <i>(City and State)</i> Connerton, Pasco County, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES: 2015 CONSTRUCTION <i>(If applicable)</i> : On-going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Connerton Development Holdings, LLC	b. POINT OF CONTACT Ashley Becker	c. POINT OF CONTACT TELEPHONE NUMBER (214) 302-0060
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Clearview Land Design is currently the Connerton West CDD Engineer and is also providing civil engineering, land planning, landscape architecture, construction inspection, and GIS services for the 4,800 acre master planned community.

Ultimately, the project may accommodate 8,000 residences, 2 million square feet of a mix of commercial, office, civic, medical, and industrial space. over 500 acres of Habitat Management Area, 168 acres of District and Neighborhood Parks, a large preserve dedicated to the Water Management District, and Critical Wildlife Corridors. Two school sites, a town center, and a government complex will serve residents day to day needs.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Clearview Land Design	Tampa, Florida	CDD Engineer, Civil Engineering, Planning, Landscape Architecture, Inspection, GIS
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <p style="text-align: center;">5</p>
21. TITLE AND LOCATION <i>(City and State)</i> Magnolia Park (Hillsborough County, FL)		22. YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i> 2009 - On-Going On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Pulte Homes	b. POINT OF CONTACT Sean Strickler	c. POINT OF CONTACT TELEPHONE NUMBER 813-964-5169
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Clearview Land Design offers planning, design, and inspection services for the 580 acre master planned community to both the developer and Magnolia Park CDD. The project has been under construction for approximately ten years and close to build out by Pulte Homes. It consists of 1,200 residential units, 125,000 square feet of commercial, 60,000 square feet of office/professional and 770,000 square feet of industrial use. The project serves numerous areas of Tampa and surrounding regions due to its convenient central location and access to major transportation corridors. It is a first time to second level buyer neighborhood with strategically located passive parks and amenity centers to meet the social and recreational needs of the residents.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Clearview Land Design, P.L.	Tampa, FL	Civil Engineering, GIS, Land Planning, Landscape Architecture, Construction Inspection
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 6
21. TITLE AND LOCATION <i>(City and State)</i> Mira Bay (Hillsborough County, FL)		22. YEAR COMPLETED PROFESSIONAL SERVICES: 2009 - On-Going CONSTRUCTION <i>(If applicable)</i> : On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Newland Communities	b. POINT OF CONTACT Rick Stevens	c. POINT OF CONTACT TELEPHONE NUMBER 813-620-3555
--	--	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



Mirabay is a 720-acre premier master planned community located in Hillsborough County on Tampa Bay. Upon completion, it will accommodate approximately 1,750 homes and 300,000 square feet of office and retail use. This project included master planning, engineering design and permitting and construction phasing. The project consisted of several phases of waterfront residential lots, roadways and associated stormwater management systems. The project included a 3.5 miles canal system and a 135 acre lagoon which conveyed several thousand acres of offsite runoff through a boatlift weir structure to Tampa Bay.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Clearview Land Design, P.L.	Tampa, FL	Civil Engineering, Land Planning, Landscape Architecture, GIS, Construction Inspection
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 7
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21. TITLE AND LOCATION (City and State) Vista Palms (fka Sunshine Village) (Hillsborough County, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2010 - On-Going	CONSTRUCTION (If applicable) On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Lennar	b. POINT OF CONTACT Parker Hiron	c. POINT OF CONTACT TELEPHONE NUMBER 813-574-5658
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



Sunshine Village is a community located in south Hillsborough County. Clearview Land Design is involved with planning, civil engineering, landscape architecture, permitting, and construction inspection and is CDD Engineer for the +/- 800 acre project that includes over 2,500 residential units, over 150,000 square feet of commercial development, two large amenity centers, and many pocket parks.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Clearview Land Design, P.L.	(2) FIRM LOCATION (City and State) Tampa, FL	(3) ROLE Civil Engineering, GIS, Land Planning, Landscape Architecture, Construction Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 8
21. TITLE AND LOCATION <i>(City and State)</i> Trillium (Pasco County, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES On-Going	CONSTRUCTION <i>(If applicable)</i> On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Pulte Homes	b. POINT OF CONTACT Sean Strickler	c. POINT OF CONTACT TELEPHONE NUMBER 813-964-5169
--	--	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



Northwest of Tampa, Trillium is located in Brooksville, on the outskirts of Land O'Lakes. The single family community has a private resort style community swimming pool with cabana's, a shaded playground and miles of miles of pedestrian oriented sidewalks for leisure and recreation.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Clearview Land Design, P.L.	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE Civil Engineering, GIS, Land Planning, Landscape Architecture, Construction Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 9
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21. TITLE AND LOCATION <i>(City and State)</i> Tampa Palms (Tampa, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES On-Going	CONSTRUCTION <i>(If applicable)</i> On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Tampa Palms	b. POINT OF CONTACT Jim Apthorp	c. POINT OF CONTACT TELEPHONE NUMBER (850) 251-5508
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Toxey Hall was responsible for designing and managing this large scale mixed-use development project. Tampa Palms is a 6,200-acre project that first began to define the "New Tampa" area. The City sized project included a master planned water distribution system and a master planned sanitary sewer system including approximately 20 pumping stations, including a highly complex dual triplex station with two 12-foot diameter wetwells. The stormwater system included approximately 120 ponds and was a particularly critical component due to the project's location adjacent to Trout Creek and the Hillsborough River. The amenities designed by Toxey and Bill included a golf course, golf course club house, several community "country clubs", multiple internal parks and related buildings, courts, playfields, etc. Of particular interest was the "Canoe Outpost" park on the Hillsborough River. This environmentally sensitive park included a canoe launch, hiking trails, picnic areas, boardwalks and a wildlife viewing area.



Tampa Palms continues to be a standard for Master Planned communities with its many neighborhood parks, interconnected trail system and use of native landscaping. Environmental services included wetland delineations and wetland impact permitting through the Corps of Engineers, DEP, SWFWMD and the Hillsborough County EPC. Mitigation design was performed, permitted and implemented.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
	*Heidt & Associates, Inc.	Tampa, FL	Civil Engineering, Landscape Architecture, Surveying
b.	(1) FIRM NAME *NOTE: The Principals of Clearview Land Design were the previous Owners of Heidt & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

No additional information required.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

33. NAME AND TITLE

Jordan Schrader, P.E. Vice President

Tab 9

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE CONSTRUCTION AND ACQUISITION OF CERTAIN CAPITAL PUBLIC IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING NON-AD VALOREM SPECIAL ASSESSMENTS ON THE PROPERTY SPECIALLY BENEFITED BY SUCH PUBLIC IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING A METHOD FOR ALLOCATING THE TOTAL ASSESSMENTS AMONG THE BENEFITED PARCELS WITHIN THE DISTRICT; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE ITS SPECIAL ASSESSMENT BONDS; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190, and 197, Florida Statutes.

SECTION 2. FINDINGS. The Board of Supervisors (the "**Board**") of the Connerton East Community Development District (the "**District**") hereby finds and determines as follows:

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

(b) The District is authorized under Chapter 190, Florida Statutes, to construct and acquire certain capital public improvements as described in the Master Engineer's Report dated August 27, 2021 (the "**Project**"), attached hereto as **Exhibit "A."**

(c) The District is authorized by Chapters 170 and 190, Florida Statutes, to levy special assessments to pay all or any part of the cost of community development improvements such as the Project and to issue bonds payable from non-ad valorem special assessments as provided in Chapters 170 and 190, Florida Statutes.

(d) It is desirable for the public safety and welfare that the District construct and acquire the Project on certain lands within the District, the nature and location of which are described in Resolution 2021-27 and more specifically described in the plans and specifications on file at the registered office of the District; that the cost of such Project be assessed against the lands specially benefited thereby, and that the District issue its special assessment bonds, in one or more series (herein, the "**Bonds**"), to provide funds for such purpose pending the receipt of such special assessments.

(e) The implementation of the Project, the levying of such special assessments and the sale and issuance of the Bonds serves a proper, essential, and valid public purpose.

(f) In order to provide funds with which to pay the cost of constructing and acquiring a portion of the Project which are to be assessed against the benefited properties pending the collection of such special assessments, it is necessary for the District to issue and sell the Bonds.

(g) By Resolution 2021-27, the Board determined to implement the Project and to defray the cost thereof by levying special assessments on benefited property and expressed an intention to issue the Bonds to provide the funds needed therefor prior to the collection of such special assessments. Resolution 2021-27 was adopted in compliance with the requirements of Section 190.016, Florida Statutes and with the requirements of Section 170.03, Florida Statutes, and prior to the time the same was adopted, the requirements of Section 170.04, Florida Statutes had been complied with.

(h) Resolution 2021-27 was published as required by Section 170.05, Florida Statutes, and a copy of the publisher's affidavit of publication is on file with the Chairman of the Board.

(i) A preliminary assessment roll has been prepared and filed with the Board as required by Section 170.06, Florida Statutes.

(j) As required by Section 170.07, Florida Statutes, upon completion of the preliminary assessment roll, the Board adopted Resolution 2021-28 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (i) the propriety and advisability of implementing the Project, (ii) the cost thereof, (iii) the manner of payment therefor, and (iv) the amount thereof to be assessed against each specially benefited property.

(k) The Board met as an equalization board, conducted such public hearing and heard and considered all comments and complaints as to the matters described in paragraph (j) above, and based thereon, has made such modifications in the preliminary assessment roll as it deems desirable in the making of the final assessment roll.

(l) Having considered revised estimates of the construction costs of the Project, revised estimates of financing costs, and all complaints and evidence presented at such public hearing, the Board finds and determines:

(i) that the estimated costs of the Project, plus financing related costs, capitalized interest, a debt service reserve, and contingency is as specified in the Master Special Assessment Allocation Report dated September 14, 2021 (the "**Assessment Report**") attached hereto as **Exhibit "B,"** and the amount of such costs is reasonable and proper;

(ii) it is reasonable, proper, just and right to assess the cost of such Project against the properties specially benefited thereby using the methods determined by the Board, which results in the special assessments set forth on the final assessment roll;

(iii) it is hereby declared that the Project will constitute a special benefit to all parcels of real property listed on the final assessment roll set forth in the Assessment Report and that the benefit, in the case of each such parcel, will be equal to or in excess of the special assessments thereon; and

(iv) it is desirable that the Assessments be paid and collected as herein provided.

SECTION 3. DEFINITIONS. Capitalized words and phrases used herein but not defined herein shall have the meaning given to them in the Assessment Report. In addition, the following words and phrases shall have the following meanings:

“**Assessable Unit**” means a building lot in the product type or lot size as set forth in the Assessment Report.

"**Debt Assessment**" or "**Debt Assessments**" means the non-ad valorem special assessments imposed to repay the Bonds which are being issued to finance the construction and acquisition of the Project as described in the Assessment Report.

"**Developer**" means **Lennar Homes, LLC**, a Florida limited liability company, and its successors and assigns.

SECTION 4. AUTHORIZATION OF PROJECT. The Project described in Resolution 2021-27, as more specifically described by the plans and specifications therefor on file in the registered office of the District, is hereby authorized and approved and the proper officers, employees and agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be constructed or acquired following the issuance of Bonds referred to herein.

SECTION 5. ESTIMATED COST OF PROJECT. The total estimated costs of the Project, and the costs to be paid by the Debt Assessments on all specially benefited property is set forth in the Assessment Report.

SECTION 6. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF ASSESSMENTS. The Debt Assessments on the benefited parcels all as specified in the final assessment roll are hereby equalized, approved, confirmed and levied. Promptly following the adoption of this Resolution, those Assessments shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "**Improvement Lien Book.**" The Debt Assessment or Debt Assessments against the benefited parcels shown on such final assessment roll and interest and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such benefited parcels until paid; such lien shall be coequal with the lien

of all state, county, district and municipal taxes and special assessments, and superior in dignity to all other liens, titles, and claims (except for federal liens, titles, and claims).

SECTION 7. FINALIZATION OF DEBT ASSESSMENTS. When the Project has been constructed to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs to the District thereof, as required by Sections 170.08 and 170.09, Florida Statutes. In the event that the actual costs to the District for the Project is less than the amount assessed therefor, the District shall credit to each Debt Assessment for the Project the proportionate difference between the Debt Assessment as hereby made, approved and confirmed and the actual costs of the Project, as finally determined upon completion thereof. In no event, however, shall the final amount of any such Debt Assessment exceed the amount originally assessed hereunder. In making such credits, no discount shall be granted or credit given for any part of the payee's proportionate share of any actual bond financing costs, such as cost of issuance, capitalized interest, if any, funded reserves or bond discount included in the estimated cost of the Project. Such credits shall be entered in the Improvement Lien Book. Once the final amount of the Debt Assessments for all of the Project has been determined, the term "**Debt Assessment**" shall mean the sum of the actual costs of the Project benefiting the benefited parcels plus financing costs.

SECTION 8. ALLOCATION OF DEBT ASSESSMENTS WITHIN THE BENEFITED PARCELS. Because it is contemplated that the land will be subdivided into lots to be used for the construction of residential units, and that such individual lots will be sold to numerous purchasers, the Board deems it desirable to establish a method for allocating the total Debt Assessment among the various lots that will exist so that the amount so allocated to each lot will constitute an assessment against, and a lien upon, each such lot without further action by the Board.

The Board has been informed by the Developer that each lot of a particular product type as identified in the Assessment Report will be of approximately the same size as each other lot of the same product type. While it would be possible to allocate the Debt Assessments among each lot of a particular product type on the basis of the square footage of each such lot, the Board does not believe that the special benefits afforded by the Project to each lot vary to any material degree due to comparatively minor variations in the square footage of each lot. Instead, the Board believes, and hereby finds, that based upon the Developer's present development plans, each lot of the same product type will be benefited equally by the Project, regardless of minor variations in the square footage of the lots.

If the Developer's plans change and the size of the Assessable Units vary to a degree such that it would be inequitable to levy Debt Assessments in equal amounts against each Assessable Unit of the same product type, then the Board may, by a supplemental resolution, reallocate the Debt Assessments against the Assessable Units on a more equitable basis and in doing so the Board may ignore minor variations among lots of substantially equal square footage; provided, however, that before adoption of any resolution the Board shall have obtained and filed with the trustee for the Bonds (herein, the "**Trustee**"): (i) an opinion of counsel acceptable to the District to the effect that the Debt Assessments as reallocated were duly levied in accordance with applicable law, that

the Debt Assessments as reallocated, together with the interest and penalties, if any, thereon, will constitute a legal, valid and binding first lien on the Assessable Units as to which such Debt Assessments were reallocated until paid in full, and that such lien is coequal with the lien of all state, county, district and municipal taxes and special assessments, and superior in dignity to all other liens, titles, and claims (except for federal liens, titles, and claims), whether then existing or thereafter created; and (ii) a certificate from the District's methodology consultant together with supporting schedule confirming that the aggregate cash flow from the reallocated Debt Assessments is not less than the aggregate cash flow from the original Assessments.

If the Board reallocates Debt Assessments as provided in the preceding paragraph, a certified copy of the supplemental resolution approving such reallocation shall be filed with the Trustee within 30 days after its adoption and a revised Debt Assessment roll shall be prepared and shall be recorded in the Improvement Lien Book created pursuant hereto.

SECTION 9. PAYMENT OF DEBT ASSESSMENTS. At the end of the capitalized interest period referenced in the Assessment Report (if any), the Debt Assessments for the Bonds shall be payable in substantially equal annual installments of principal and interest over a period of 30 years, in the principal amounts set forth in the documents relating to the Bonds, together with interest at the applicable coupon rate of the Bonds, such interest to be calculated on the basis of a 360 day year consisting of 12 months of thirty days each, plus the District's costs of collection and assumed discounts for Debt Assessments paid in November; provided, however, that any owner of land (unless waived in writing by the owner or any prior owner and the same is recorded in the public records of the county) against which an Debt Assessment has been levied may pay the entire principal balance of such Debt Assessment without interest at any time within thirty days after the Project have been completed and the Board has adopted a resolution accepting the Project as provided by section 170.09, Florida Statutes. Further, after the completion and acceptance of the Project or prior to completion and acceptance to the extent the right to prepay without interest has been previously waived, any owner of land against which an Debt Assessment has been levied may pay the principal balance of such Debt Assessment, in whole or in part at any time, if there is also paid an amount equal to the interest that would otherwise be due on such balance to the earlier of the next succeeding Bond payment date, which is at least 45 days after the date of payment.

SECTION 10. PAYMENT OF BONDS; REFUNDS FOR OVERPAYMENT. Upon payment of all of the principal and interest on the Bonds secured by the Debt Assessments, the Debt Assessments theretofore securing the Bonds shall no longer be levied by the District. If, for any reason, Debt Assessments are overpaid or excess Debt Assessments are collected, or if, after repayment of the Bonds the Trustee makes payment to the District of excess amounts held by it for payment of the Bonds, such overpayment or excess amount or amounts shall be refunded to the person or entity who paid the Debt Assessment.

SECTION 11. PENALTIES, CHARGES, DISCOUNTS, AND COLLECTION PROCEDURES. The Debt Assessments shall be subject to a penalty at a rate of one percent (1%) per month if not paid when due under the provisions of Florida Statutes, Chapter 170 or the corresponding provisions of subsequent law. However, for platted and developed lots, the District anticipates using the "uniform method for the levy, collection and enforcement of non-ad valorem

assessment" as provided by Florida Statutes, Chapter 197 for the collection of the Debt Assessments for the Bonds. Accordingly, the Debt Assessments for the Bonds, shall be subject to all collection provisions to which non-ad valorem assessments must be subject in order to qualify for collection pursuant to Florida Statutes, Chapter 197, as such provisions now exist and as they may exist from time to time hereafter in Chapter 197 or in the corresponding provision of subsequent laws. Without limiting the foregoing, at the present time such collection provisions include provisions relating to discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment. With respect to the Debt Assessments not being collected pursuant to the uniform method and which are levied against any unplatted parcels owned by the Developer, or its successors or assigns, the District shall invoice and collect such Debt Assessments directly from the Developer, or its successors or assigns, and not pursuant to Chapter 197. Any Debt Assessments that are directly collected by the District shall be due and payable to the District at least 30 days prior to the next Bond payment date of each year.

SECTION 12. CONFIRMATION OF INTENTION TO ISSUE CAPITAL IMPROVEMENT REVENUE BONDS. The Board hereby confirms its intention to issue the Bonds, to provide funds, pending receipt of the Debt Assessments, to pay all or a portion of the cost of the Project assessed against the specially benefited property.

SECTION 13. DEBT ASSESSMENT CHALLENGES. The adoption of this Resolution shall be the final determination of all issues related to the Debt Assessments as it relates to property owners whose benefitted property is subject to the Debt Assessments (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the Debt Assessments, and the levy, collection, and lien of the Debt Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

SECTION 14. PROCEDURAL IRREGULARITIES. Any informality or irregularity in the proceedings in connection with the levy of the Debt Assessments shall not affect the validity of the same after the adoption of this Resolution, and any Debt Assessment as finally approved shall be competent and sufficient evidence that such Debt Assessment was duly levied, that the Debt Assessment was duly made and adopted, and that all other proceedings adequate to such Debt Assessment were duly had, taken, and performed as required.

SECTION 15. SEVERABILITY. If any Section or part of a Section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other Section or part of a Section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other Section or part of a Section of this Resolution is wholly or necessarily dependent upon the Section or part of a Section so held to be invalid or unconstitutional.

SECTION 16. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 17. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 9th day of November, 2021.

Attest:

**Connerton East Community
Development District**

Name: _____
Secretary / Assistant Secretary

Name: _____
Chair / Vice Chair of the Board of Supervisors

Exhibit "A" – Master Engineer's Report dated August 27, 2021

Exhibit "B" – Master Special Assessment Allocation Report dated September 14, 2021



Rizzetta & Company

Connerton East Community Development District

Master Special Assessment Allocation Report

12750 Citrus Park Lane
Suite 115
Tampa, FL 33625
www.rizzetta.com

September 14, 2021

TABLE OF CONTENTS

		<u>Page</u>
I.	INTRODUCTION	1
II.	DEFINED TERMS.....	1
III.	DISTRICT INFORMATION.....	2
IV.	CAPITAL IMPROVEMENT PROGRAM.....	2
V.	MASTER ASSESSMENT ALLOCATION – MAXIMUM ASSESSMENTS.....	2
VI.	ADDITIONAL STIPULATIONS.....	5
EXB "A"	MASTER ALLOCATION METHODOLOGY.....	6

INDEX OF TABLES

<u>Table</u>	<u>Description</u>	<u>Page</u>
1	PRELIMINARY DEVELOPMENT PLAN.....	A-1
2	TOTAL CIP COST DETAIL.....	A-2
3	TOTAL CIP COST/BENEFIT ALLOCATION.....	A-3
4	FINANCING INFORMATION – MAXIMUM BONDS.....	A-4
5	FINANCING INFORMATION – MAXIMUM ASSESSMENTS.....	A-4
6	ASSESSMENT ALLOCATION – MAXIMUM ASSESSMENTS.....	A-5
7	DEVELOPER CONTRIBUTION CALCULATION.....	A-6
	MAXIMUM ASSESSMENT LIEN ROLL.....	A-7



I. INTRODUCTION

This Master Special Assessment Allocation Report is being presented in anticipation of financing a capital infrastructure project by the Connerton East Community Development District (“District”), a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. Rizzetta & Company, Inc. has been retained to prepare a methodology for allocating the special assessments related to the District’s infrastructure project.

The District plans to issue bonds in one or more series to fund a portion of the capital infrastructure project, also known as the Capital Improvement Program. This report will detail the maximum parameters for the future financing program the District will undertake, as well as determine the manner in which the special assessments will be allocated among all the landowners that will benefit from the capital infrastructure project.

II. DEFINED TERMS

“Capital Improvement Program” – (or **“CIP”**) Construction and/or acquisition of public infrastructure planned for the District, as specified in the Master Engineer’s Report dated August 27, 2021.

“District” – Connerton East Community Development District.

“District Engineer” – Clearview Land Design, P.L.

“Engineer’s Report” - That certain *Master Engineer’s Report* dated August 27, 2021

“Equivalent Assessment Unit” – (EAU) Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District’s CIP on a particular land use, relative to other land uses.

“Landowner” – Lennar Homes, LLC

“Maximum Assessments” – The maximum amount of special assessments to be levied against a parcel in relation to the CIP.

“Platted Units” – Lands configured into their intended end-use and subject to a recorded plat.

“Unplatted Parcels” – Undeveloped lands or parcels not yet subject to a recorded plat in their final end-use configuration.



III. DISTRICT INFORMATION

Connerton East Community Development District was established by the Board of County Commissioners of Pasco County on August 24, 2021, pursuant to the City Ordinance No. 21-18.

The District encompasses approximately 1,274.61 +/- acres and is located entirely within unincorporated Pasco County. The current development plan for the District includes approximately 2,191 residential units. The CIP is intended to be developed in multiple phases over a ten year period from 2021 through 2031, more or less. Table 1 illustrates the District's preliminary development plan.

IV. CAPITAL IMPROVEMENT PROGRAM

The District's Capital Improvement Program includes, but is not limited to, roadways, stormwater management system, utilities, hardscape/landscape/irrigation, amenities and trails, off-site utility improvements, wetland mitigation, professional services and contingencies. The total CIP is estimated to cost \$104,720,000 as shown in Table 2. It is expected that the District will issue bonds in the immediate future to fund portions of each project, with the balance funded by the Landowner, future bonds issued by the District, or other sources.

V. MASTER ASSESSMENT ALLOCATION – MAXIMUM ASSESSMENTS

Unlike property taxes, which are ad valorem in nature, a community development district may levy special assessments under Florida Statutes Chapters 170, 190 and 197 only if the parcels to be assessed receive special benefit from the infrastructure improvements acquired and/or constructed by the district. Special benefits act as a logical connection to property from the improvement system or services and facilities being constructed. These special benefits are peculiar to lands within the district and differ in nature to those general or incidental benefits that landowners outside the district or the general public may enjoy. A district must also apportion or allocate its special assessments so that the assessments are fairly and reasonably distributed relative to the special benefit conferred. Generally speaking, this means the amount of special assessment levied on a parcel should not exceed the amount of special benefit received by that parcel. A district typically may develop and adopt an assessment methodology based on front footage, square footage, or any other reasonable allocation method, so long as the assessment meets the benefit requirement, and so long as the assessments are fairly and reasonably allocated.

A. Benefit Analysis

Improvements undertaken by the District, as more clearly described in the Engineer's Report, create both special benefits and general benefits. The general benefits also inure to the general public at large and are incidental and distinguishable from the special benefits which accrue to the specific property within the boundaries of the District, or more precisely defined as the land uses which specifically receive benefit



from the CIP as described in the report.

It is anticipated that the projects included in the CIP will provide special benefit to the development areas within the District. These infrastructure projects are a District-wide system of improvements and were designed specifically to facilitate the development of District properties into a viable community, from both a legal and socio-economic standpoint. Therefore, special benefits will accrue to the land uses within the District.

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two requirements are met, Florida law provides the District's board of supervisors with the ability to use discretion in determining the allocation of the assessments as long as the manner in which the board allocates the assessments is fairly and reasonably determined.

Florida Statute 170.201 states that the governing body of a municipality may apportion costs of such special assessments based on:

- (a) The front or square footage of each parcel of land; or
- (b) An alternative methodology, so long as the amount of the assessment for each parcel of land is not in excess of the proportional benefits as compared to other assessments on other parcels of land.

Based on discussions with the District Engineer, evaluation of the Engineer's Report, as well as discussions with other District staff and the Landowner regarding the project, it has been determined that the manner to allocate the assessments for this bond issuance is to be based on the front footage of each Platted Unit.

Table 3 demonstrates the allocation of the estimated costs allocated to the various planned unit types for each project. The costs are allocated using EAU factors, which have the effect of stratifying the costs based on land use. These EAU factors, which utilize a 50' lot frontage as the standard lot size, are provided on Table 3. This method of EAU allocation based on lot front footage meets statutory requirements and is commonly accepted in the industry.

B. Anticipated Bond Issuance

As described above, it is expected that the District will issue bonds in one or more series to fund a portion of the CIP. Notwithstanding the description of the Maximum Assessments below, landowners will not have a payment obligation until the issuance of bonds, at which time the fixed assessment amounts securing those bonds, as well as a collection protocol, will be determined. Please note that the preceding statement only applies to capital assessments, and shall have no effect on the ability of the District to levy assessments and collect payments related to the operations and maintenance of the District.



Maximum bond sizing have been provided on Table 4. These maximum bond amounts have been calculated using conservative financing assumptions provided by the District underwriter and represent scenarios in which the entirety of each project within the CIP is funded with bond proceeds. Please note that Table 4 represents the District's maximum total issuances for the total CIP, as defined by the District Engineer. However, the District is not obligated to issue bonds at this time, and similarly may choose to issue bonds in amounts lower than the maximum amounts, which is expected. Furthermore, the District may issue bonds in various par amounts, maturities and structures up to the maximum principal amounts. Table 6 represents the Maximum Assessments necessary to support repayment of the maximum bonds.

C. Maximum Assessment Methodology

Initially, the District will be imposing master Maximum Assessment liens based on the maximum benefit conferred on the parcels in each development area based on the scope of work identified within the CIP. Accordingly, Table 6 reflects the Maximum Assessments per Platted Unit. Because the District may issue bonds in various par amounts, maturities and structures, the special assessments necessary to secure repayment of those bonds will not exceed the amounts on Table 6. It is expected that the standard long-term special assessments borne by property owners will be lower than the amounts in Table 6 and will reflect assessment levels which conform with the current market.

All of the lands subject to the Maximum Assessments are Unplatted Parcels. Assessments will be initially levied on these Unplatted Parcels on an equal assessment per acre basis. At the time parcels are platted or otherwise subdivided into Platted Units, individual Maximum Assessments will be assigned to those Platted Units at the per-unit amounts described in Table 6, thereby reducing the Maximum Assessments encumbering the Unplatted Parcels by a corresponding amount. Any unassigned amount of Maximum Assessments encumbering the remaining Unplatted Parcels will continue to be calculated and levied on an equal assessment per acre basis.

In the event an Unplatted Parcel is sold to a third party not affiliated with the Landowner, Maximum Assessments will be assigned to that Unplatted Parcel based on the maximum total number of Platted Units assigned by the Landowner to that Unplatted Parcel. The owner of that Unplatted Parcel will be responsible for the total assessments applicable to the Unplatted Parcel, regardless of the total number of Platted Units ultimately platted. These total assessments are fixed to the Unplatted Parcel at the time of sale. If the Unplatted Parcel is subsequently sub-divided into small parcels, the total assessments initially allocated to the Unplatted Parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e. equal assessment per acre until platting).

In the event that developable lands that derive benefit from the CIP are added to the District boundaries, whether by boundary amendment or increase in density, Maximum Assessments will be allocated to such lands, pursuant to the methodology described herein.



VI. ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff, including the District Engineer, District underwriter and the Landowner. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Inc. makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

Rizzetta & Company, Inc., does not represent the District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the District with financial advisory services or offer investment advice in any form.



Rizzetta & Company

EXHIBIT A:

MASTER ALLOCATION METHODOLOGY



Rizzetta & Company

**CONNERTON EAST
COMMUNITY DEVELOPMENT DISTRICT
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

TABLE 1: PRELIMINARY DEVELOPMENT PLAN

PRODUCT	Village 2	Village 3	Village 4	TOTAL	
Townhomes 22'	104	96	0	200	Units
Villas 26'	0	216	0	216	Units
Villas 42.5'	104	0	108	212	Units
Single Family 32'	0	41	0	41	Units
Single Family 40'	85	37	304	426	Units
Single Family 50'	68	291	362	721	Units
Single Family 60'	0	146	229	375	Units
TOTAL:	361	827	1,003	2,191	

**CONNERTON EAST
COMMUNITY DEVELOPMENT DISTRICT
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

TABLE 2: TOTAL CIP COST DETAIL ⁽¹⁾

IMPROVEMENTS	TOTAL COSTS
Roadway (Public)	\$38,700,000.00
Stormwater Management	\$8,400,000.00
Water, Sewer and Reclaim	\$9,700,000.00
Hardscape/Landscape/Irrigation	\$7,300,000.00
Amenities & Trails	\$19,400,000.00
Off-Site Utility Improvements	\$2,000,000.00
Professional Services	\$5,200,000.00
Wetland Mitigation	\$4,500,000.00
Contingency	<u>\$9,520,000.00</u>
Infrastructure Cost Grand Total	<u><u>\$104,720,000.00</u></u>

NOTE: Infrastructure cost estimates provided by District Engineer.

**CONNERTON EAST
COMMUNITY DEVELOPMENT DISTRICT
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

TABLE 3: TOTAL CIP COST/BENEFIT

DESCRIPTION	EAU FACTOR	UNITS	TOTAL COSTS	PER UNIT COSTS
Townhomes 22'	0.44	200	\$4,803,269.12	\$24,016.35
Villas 26'	0.52	216	\$6,130,718.04	\$28,382.95
Villas 42.5'	0.85	212	\$9,835,785.17	\$46,395.21
Single Family 32'	0.64	41	\$1,432,247.52	\$34,932.87
Single Family 40'	0.80	426	\$18,601,751.31	\$43,666.08
Single Family 50'	1.00	721	\$39,354,057.21	\$54,582.60
Single Family 60'	1.20	375	\$24,562,171.63	\$65,499.12
		2,191	\$104,720,000.00	

**CONNERTON EAST
COMMUNITY DEVELOPMENT DISTRICT
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

TABLE 4: FINANCING INFORMATION - MAXIMUM BONDS

Maximum Coupon Rate	5.000%
Term	30
Maximum Annual Debt Service ("MADS")	\$8,376,240
 SOURCES:	
MAXIMUM PRINCIPAL AMOUNT	\$128,765,000 (1) (1)
Total Net Proceeds	\$128,765,000
 USES:	
Construction Account	(\$104,720,000)
Debt Service Reserve Fund	(\$8,376,240)
Capitalized Interest	(\$12,876,500)
Costs of Issuance	(\$216,960)
Underwriter's Discount	(\$2,575,300)
Total Uses	(\$128,765,000)

(1) The District is not obligated to issue this amount of bonds.

TABLE 5: FINANCING INFORMATION - MAXIMUM ASSESSMENTS

Maximum Interest Rate	5.000%
Aggregate Initial Principal Amount	\$128,765,000
Aggregate Annual Installment	\$8,376,240 (1) (1)
Estimated County Collection Costs 2.00%	\$178,218 (2) (2)
Maximum Early Payment Discounts 4.00%	\$356,436 (2) (2)
Estimated Total Annual Installment	\$8,910,894

(1) Based on MADS for the Maximum Bonds.

(2) May vary as provided by law.

**CONNERTON EAST
COMMUNITY DEVELOPMENT DISTRICT
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

TABLE 6: ASSESSMENT ALLOCATION - MAXIMUM ASSESSMENTS (1)

PRODUCT	UNITS	EAU	PRODUCT TOTAL PRINCIPAL (2)	PER UNIT PRINCIPAL	PRODUCT ANNUAL INSTLMT. (2)(3)	PER UNIT INSTLMT. (3)
Townhomes 22'	200	0.44	\$5,906,159	\$29,531	\$408,722	\$2,044
Villas 26'	216	0.52	\$7,538,406	\$34,900	\$521,679	\$2,415
Villas 42.5'	212	0.85	\$12,094,202	\$57,048	\$836,952	\$3,948
Single Family 32'	41	0.64	\$1,761,109	\$42,954	\$121,874	\$2,973
Single Family 40'	426	0.80	\$22,872,942	\$53,692	\$1,582,871	\$3,716
Single Family 50'	721	1.00	\$48,390,233	\$67,115	\$3,348,738	\$4,645
Single Family 60'	375	1.20	\$30,201,948	\$80,539	\$2,090,058	\$5,573
TOTAL	2,191		\$128,765,000		\$8,910,894	

(1) Represents maximum assessments based on allocation of the CIP costs. Actual imposed amounts expected to be lower.

(2) Product total shown for illustrative purposes only and are not fixed per product type.

(3) Includes estimated Pasco County collection costs/payment discounts, which may fluctuate.



**CONNERTON EAST
COMMUNITY DEVELOPMENT DISTRICT
MAXIMUM ASSESSMENT LIEN ROLL**

Parcel	Dev. Acreage	Max Principal/Acre	Max Annual/Acre (1)
*See attached legal description	1	\$101,023	\$6,991
TOTALS	1274.61	\$128,765,000	\$8,910,894

(1) Includes estimated county collection costs/early payment discounts, which may fluctuate.

MASTER ENGINEER'S REPORT

PREPARED FOR:

BOARD OF SUPERVISORS
CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:

CLEARVIEW LAND DESIGN, P.L.
3010 W. AZEELE STREET, SUITE 150
TAMPA, FL 33609

August 27, 2021

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

MASTER ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the Capital Improvement Plan (“CIP”) and estimated costs of the CIP, for the Connerton East Community Development District (“East District”).

2. GENERAL SITE DESCRIPTION

The East District is located entirely within unincorporated Pasco County, Florida (“County”) and covers approximately 1,274.61 acres of land, more or less. **Exhibit A** depicts the boundaries of the East District. The East District is generally located east of US 41, west of Ehren Cutoff and south of State Road 52. The East District is located between the existing Connerton West Community Development District (“West District”) and Ehren Cutoff.

The East District will have public access via Connerton Boulevard, Pleasant Plains Parkway, Flourish Drive, and Ehren Cutoff. Utilities will be provided via Connerton Boulevard, Pleasant Plains Parkway and Flourish Drive.

3. CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the lands within the East District, which are planned for 2,191 residential units, more or less. The CIP is intended to be developed in multiple phases over a ten year period from 2021 through 2031, more or less.

The following table shows the planned product types and land uses for the District:

PRODUCT TABLE

	40' FL	50' FL	60' FL	32' RL	22/26 TH's	42.5' Villas	26' AA Villas	Total
Village 2 Total	85	68	0	0	104	104	0	361
Village 3 Total	37	291	146	41	96	0	216	827
Village 4 Totals	304	362	229	0	0	108	0	1,003
Combined Totals	426	721	375	41	200	212	216	2,191

Note: The Proposed Site Plan is preliminary and subject to change during final site planning, engineering design & permitting,

The CIP infrastructure includes:

Roadway Improvements:

- **Connerton Boulevard (from Flourish Drive to Ehren Cutoff):**

The CIP includes Connerton Boulevard from its existing terminus at Flourish Drive to Ehren Cutoff. The East District will fund, construct and/or acquire this improvement. The County will own & maintain this segment of Connerton Boulevard.

The East District and/or the Developer may enter a mobility fee reimbursement agreement with the County for this segment of Connerton Boulevard. The entity funding the improvement, East District or Developer, shall be entitled to mobility fee credits in accordance with a mobility fee reimbursement agreement with Pasco County.

- **Pleasant Plains Parkway (from Wonderment Way to Connerton Boulevard):**

The CIP includes Pleasant Plains Parkway from its existing terminus at Wonderment Way to Connerton Boulevard. The East District will fund, construct and/or acquire this improvement. The County will own & maintain this segment of Pleasant Plains Parkway.

- **Collier Parkway (from Connerton Boulevard to First North Driveway)**

The CIP includes Collier Parkway from Connerton Boulevard to the first driveway north of Connerton Boulevard for site access. The East District will fund, construct and/or acquire this improvement. The East District will fund, construct and/or acquire this improvement. The County will own & maintain this segment of Collier Parkway.

- **Local Subdivision Roads:**

The CIP includes local subdivision roads within the East District. Generally, all local roads will be non-gated 2 lane undivided roads. Such local roads shall include the roadway asphalt, base, subgrade, underdrain, roadway curb and gutter, striping and signage, and sidewalks within the right-of-way abutting non-lot lands. All local roads will be designed in accordance with County standards. The East District will fund, construct and/or acquire these improvements. After construction/acquisition, the East District will maintain all non-gated local roads. Any gated local roads will be owned & maintained by the HOA or entity other than the East District.

Stormwater Management System:

The stormwater management system is a combination of roadway curbs, curb inlets, stormwater pipe, stormwater ponds, control structures and floodplain mitigation ponds designed to treat and attenuate stormwater runoff from East District lands. The stormwater system within the project discharges to the Pithlachascotee River, Anclote River and Cypress Creek stormwater basins. The stormwater system will be designed consistent with the criteria established by the Southwest Florida Water Management District, and the County, for stormwater/floodplain management

systems. The East District will finance, own, operate and maintain the stormwater system. The Developer may elect to construct these stormwater improvements with reimbursement from the East District.

NOTE: No private earthwork is included in the CIP. Accordingly, the East District will not fund any costs of mass grading of lots.

Utilities:

As part of the CIP, the East District intends to construct and/or acquire water, wastewater and reclaimed infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection. Water main connections will be made at Connerton Boulevard and Pleasant Plains Parkway.

Wastewater improvements for the project will include an onsite gravity sewer collection system, offsite and onsite force mains and onsite lift stations. The on site force mains will connect to existing force mains at Connerton Boulevard, Pleasant Plains Parkway and Flourish Drive. In addition, the CIP includes off-site parallel force mains required in Pleasant Plains Parkway and Flourish Drive necessary to serve the East District.

Similarly, the reclaimed water distribution system will be constructed to provide service for irrigation throughout the community. Reclaimed connections will be made at Connerton Boulevard, Pleasant Plains Parkway and Flourish Drive.

The water, wastewater and reclaimed water distribution and wastewater collection systems for all phases will be completed by the District and then dedicated to Pasco County for operation and maintenance.

Hardscape, Landscape, and Irrigation:

The East District will construct, install and/or acquire landscaping, irrigation and hardscaping elements within the East District common areas and rights-of-way. The irrigation system will consist of underground piping, valves, controllers, spray heads, rotors and various irrigation elements. Moreover, hardscaping elements will consist of entry features, community signage, mail kiosks, project signage, walls, fences, docks, pavers and various hardscape elements throughout the East District.

The County has distinct design criteria requirements for landscape and irrigation design. Therefore, this project will at a minimum meet those requirements but, in most cases, exceed the minimum requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned and maintained by the District. Such infrastructure, to the extent that it is located in rights-of-way owned by the County will be maintained pursuant to a right-of-way license and maintenance agreement to be entered into with the County.

Active Amenities, Passive Amenities & Trail Network:

The East District will include a combination of active recreational amenities, passive recreational amenities and extensive trail network.

Active Recreational Amenities: Active recreational amenities include pools, clubhouses, fitness centers, etc. In general, active recreational amenities will be owned & maintained by a Private Club/East CDD. The Developer may elect for the East District to construct and/or acquire active amenities as necessary to serve the project and benefit the residents.

Passive Recreational Amenities: Passive recreational amenities include nature parks, open play areas, scattered neighborhood parks, etc. In general, the East District will fund, construct and/or acquire passive recreation areas within the East District.

Trail Network: The East District will include an extensive trail network. The East District will fund, construct and/or acquire the trail system. In general, the trail system will be owned & maintained by the East District. In addition, The East District shares a boundary with the SWFWMD Conner Preserve. The East District may elect to enter a cost sharing agreement with SWFWMD to maintain trail systems and passive recreation amenities within Conner Preserve.

Environmental Conservation/Mitigation:

There are 38.0 acres, more or less, of forested and herbaceous wetland impacts associated with the proper construction of the District's infrastructure which will require 22.3 acres, more or less, of wetland mitigation. The East District will be responsible for the design, permitting, construction, maintenance, and government reporting of the environmental mitigation. These costs are included within the CIP.

Street Lights and Undergrounding of Electrical Utility Lines:

The District intends to lease street lights through an agreement with Withlacoochee River Electric Cooperative, Inc. ("WREC") in which case the East District would fund the street lights through an annual operations and maintenance assessment. As such, street lights are not included as part of the CIP.

The CIP does however include the undergrounding of electrical utility lines within rights-of-way and utility easements throughout the community. Any lines and transformers located in such areas would be owned by WREC and not paid for by the District as part of the CIP.

Professional Services:

The CIP also includes various professional services. These include: (i) engineering, surveying and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

Off-Site Improvements:

The CIP includes off-site utility up-sizing necessary to serve the East District. These up-sizing improvements include parallel force mains in Pleasant Plains Parkway.

As noted, the District’s CIP functions as a system of improvements benefitting all lands within the District. All of the foregoing improvements are required by applicable development approvals.

Ownership & Maintenance:

The following table shows who will finance, own and operate the various improvements of the CIP:

O&M TABLE

Facility Description	Ownership	O&M Entity
Roadways		
Connerton Boulevard	Pasco ⁽¹⁾	Pasco ⁽¹⁾
Pleasant Plains Parkway	Pasco ⁽¹⁾	Pasco ⁽¹⁾
Collier Parkway	Pasco ⁽¹⁾	Pasco ⁽¹⁾
Local Subdivision Roads (Non-Gated)	East CDD	East CDD
Local Subdivision Roads (Gated)	HOA	HOA
Stormwater Management System	CDD	CDD
Utilities (Water, Sewer, Reclaimed)	Pasco	Pasco
Hardscape/Landscape/Irrigation	East CDD	East CDD
Street Lighting	WREC/East CDD	WREC/East CDD
Undergrounding of Conduit	WREC/East CDD	WREC
Active Recreational Amenities	Private Club/East CDD	Private Club/East CDD
Passive Recreational Amenities	East CDD	East CDD
Trail Network	East CDD	East CDD
Environmental Conservation/Mitigation	Mitigation Bank	Mitigation Bank
Off-Site Master Improvements	Pasco	Pasco

(1) The East CDD will own & maintain the trail system, underdrain system, landscaping & irrigation within Pasco County Collector Road Rights-of Way. Pasco County will not maintain sidewalks, oversized trails, landscaping and/or irrigation with Pasco County Right-of-Way.

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained, are currently under review, or will be obtained by the respective governmental authorities, and include the following:

PERMIT TABLE

Permit	Status
Pasco County	
Master Planned Unit Development (MPUD)	Under Review By Pasco County
Master Utility Plan	Under Review by Pasco County
Utility Service Agreement	Under Review by Pasco County
Preliminary Development Plan (PDP) Approval	Submit w/ Each Phase of Development
Construction Plan (PDP) Approval	Submit w/ Each Phase of Development
Final Plat Approval	Submitted During Construction
SWFWMD	
Wetland JD Approval	Approved
Environmental Resource Permit (ERP)	Submit w/ Each Phase of Development
FDEP Utilities	
Permit to Construct Water Distribution Systems	Submit w/ Each Phase of Development
Permit to Construct Wastewater Collection Systems	Submit w/ Each Phase of Development
Permit to Construct Reclaimed Water Distribution Systems	Submit w/ Each Phase of Development
ACOE/DEP	
Individual 404 Permit	Under Review by ACOE
Florida Fish & Wildlife	
Gopher Tortoise Permit	Submit w/ Each Phase of Development

5. OPINION OF PROBABLE CONSTRUCTION COSTS

The table below represents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth in the table below are reasonable and consistent with market pricing, both for the CIP.

CIP COST TABLE

Facility Description	CIP Cost
Roadways	
Connerton Boulevard	\$7,100,000
Pleasant Plains Parkway	\$4,600,000
Collier Parkway	\$1,900,000
Local Subdivision Roads (Non-Gated)	\$25,100,000
Stormwater Management System	\$8,400,000
Utilities (Water, Sewer, Reclaimed)	\$9,700,000
Hardscape/Landscape/Irrigation	\$7,300,000
Amenities & Trails	\$19,400,000
Off-Site Utility Improvements	\$2,000,000
Professional Services (7%)	\$5,200,000
Wetland Mitigation	\$4,500,000
	SUBTOTAL: \$95,200,000
	CONTINGENCY (10%) \$9,520,000
	TOTAL: \$104,720,000

* The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

The cost estimates provided are reasonable to complete the required improvements and it is our professional opinion that the infrastructure improvements comprising the CIP will serve as a system of improvements that benefit and add value to all lands within the District. The cost estimates are based on prices currently being experienced in west Florida. Actual costs may vary depending on final engineering and approvals from regulatory agencies. It is further our opinion that the improvement plan is feasible, that there are no technical reasons existing at this time that would prevent the implementation of the CIP, and that it is reasonable to assume that all necessary regulatory approvals will be obtained in due course.

In sum, it is our opinion that: (1) the estimated cost to the public infrastructure set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure; (2) that the CIP is feasible; and (3) that the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned 570 residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.



08/30/2021

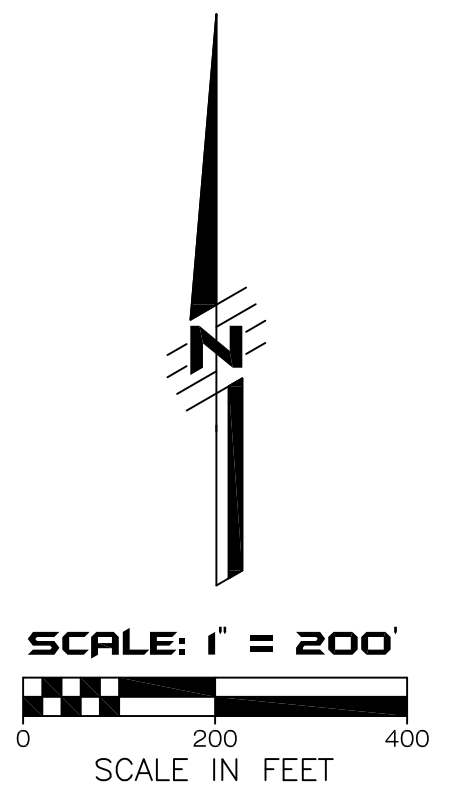
Brian G. Surak, P.E.

Date

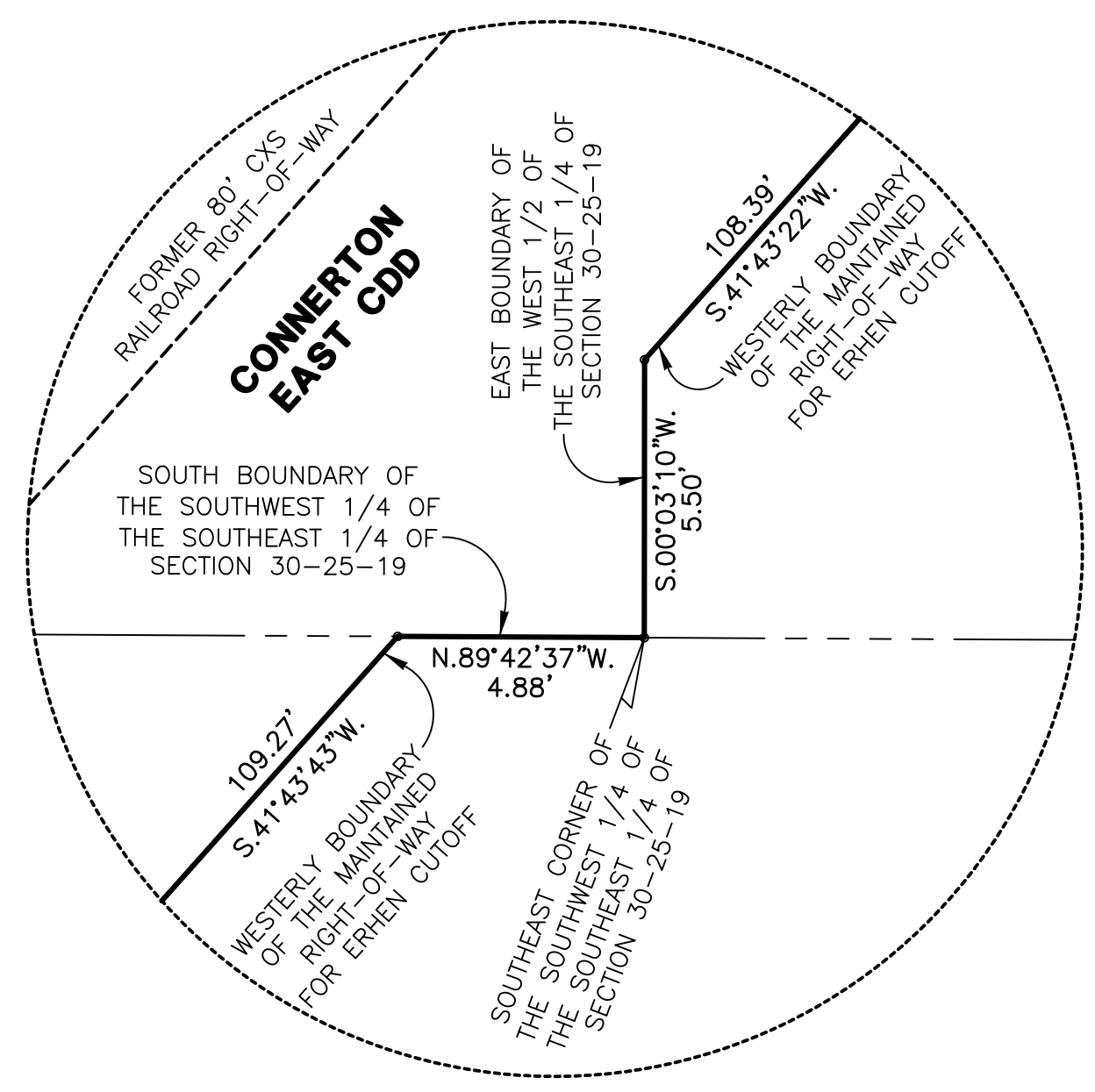
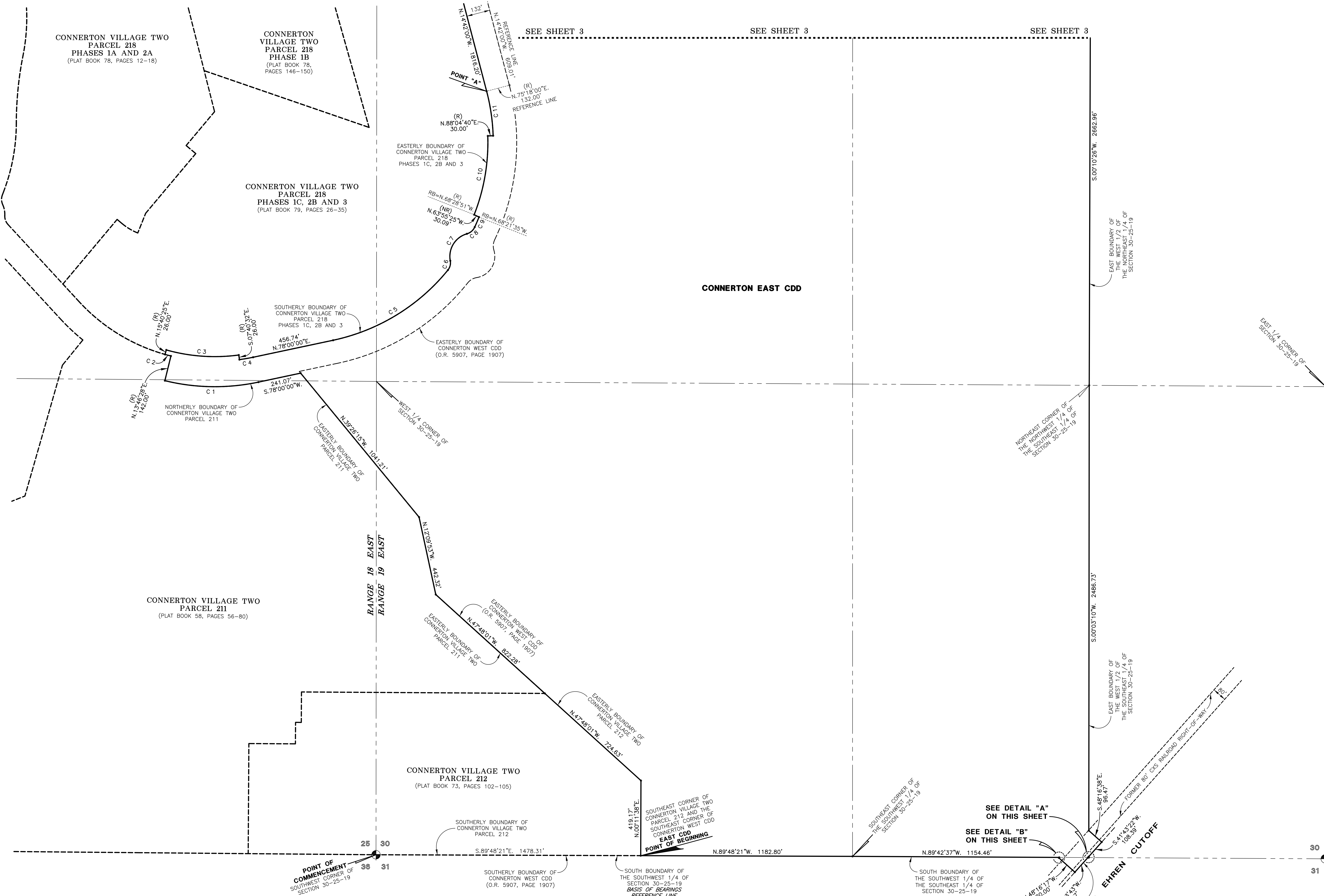
FL License No. 59064

EXHIBIT A

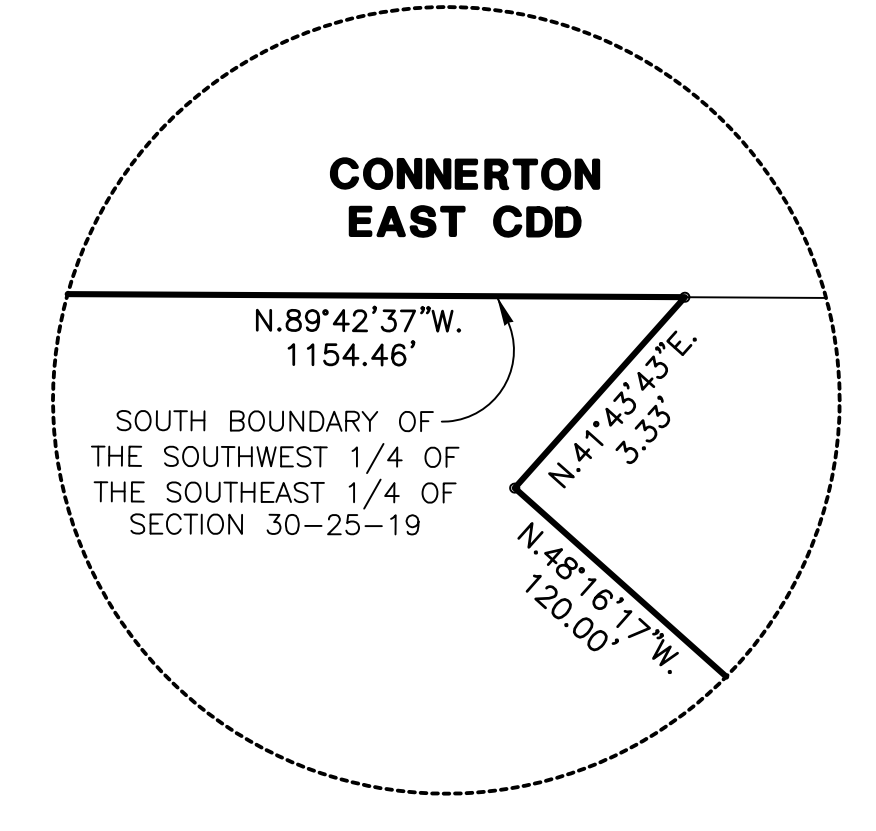
**CONNERTON EAST CDD
METES & BOUNDS DESCRIPTION & MAP**



NOTE:
 SEE SHEET 1 OF 4 SHEETS FOR:
 1) LEGAL DESCRIPTION
 2) BASIS OF BEARINGS NOTE
 3) CURVE DATA TABLE



DETAIL "A"
 NOT TO SCALE
 (SEE THIS SHEET)



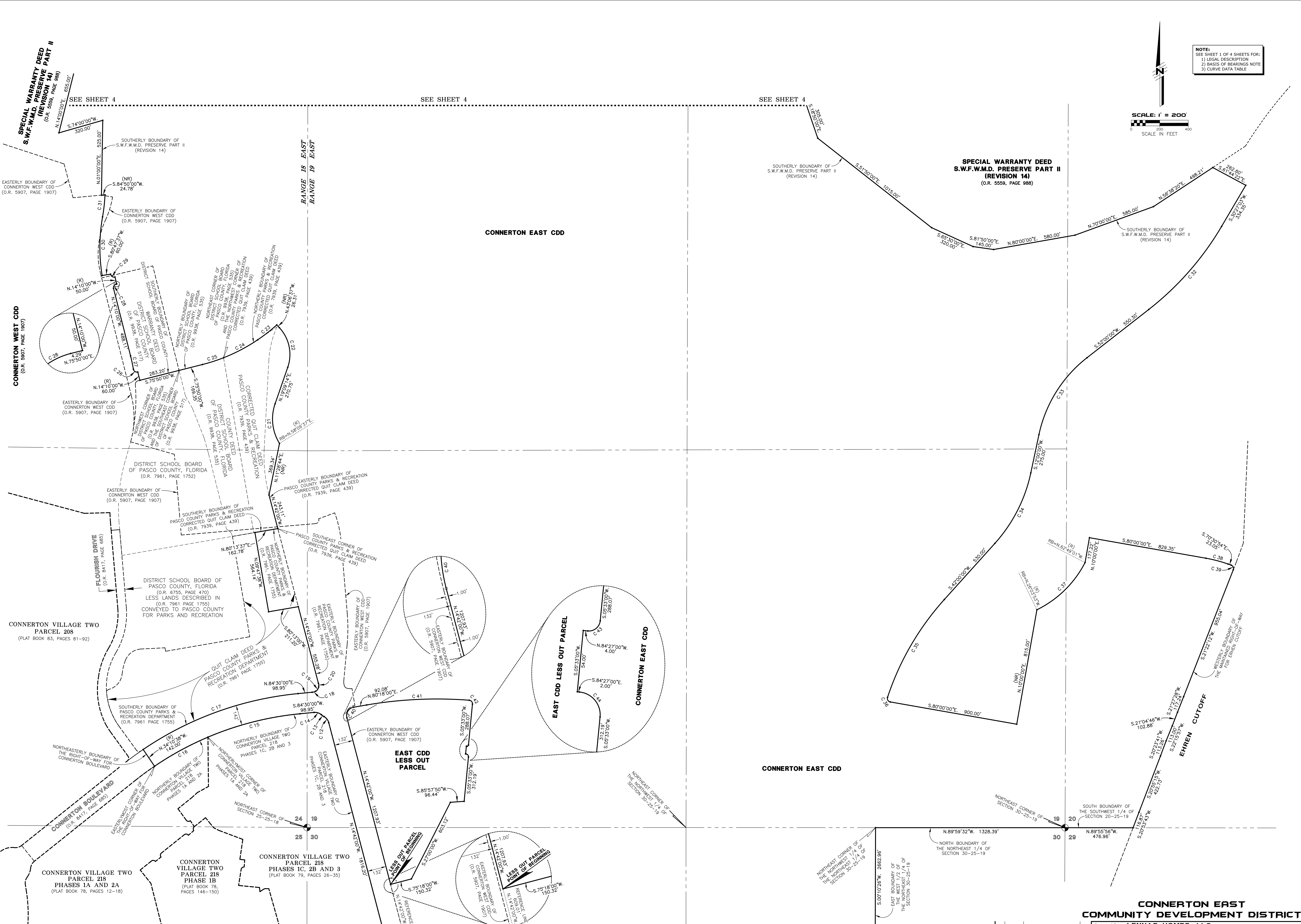
DETAIL "B"
 NOT TO SCALE
 (SEE THIS SHEET)

**CONNERTON EAST
 COMMUNITY DEVELOPMENT DISTRICT**

Prepared For: LENNAR HOMES, LLC	
DESCRIPTION SKETCH (Not a Survey)	AMERRITT, INC. LAND SURVEYING AND MAPPING <small>LICENSED BUSINESS NUMBER LB0778 3030 W. Avonle Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200</small>
SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL	
1 02/12/21 Revise Less Out Parcel	Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	

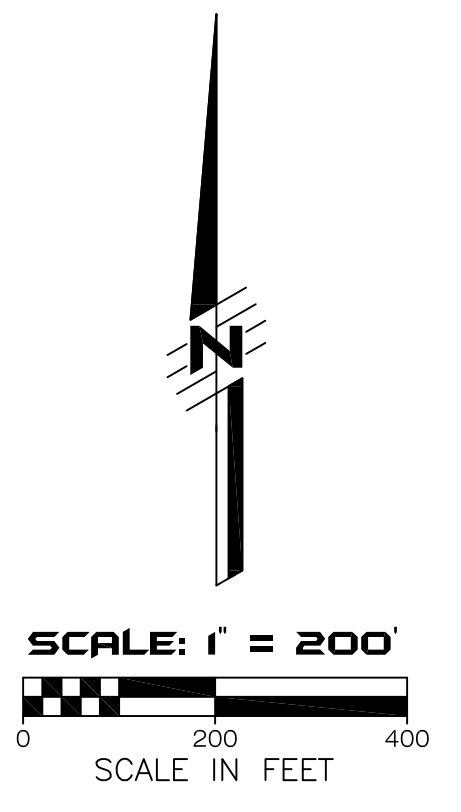
NOTE:
SEE SHEET 1 OF 4 SHEETS FOR:
1) LEGAL DESCRIPTION
2) BASIS OF BEARINGS NOTE
3) CURVE DATA TABLE

SCALE: 1" = 200'
SCALE IN FEET

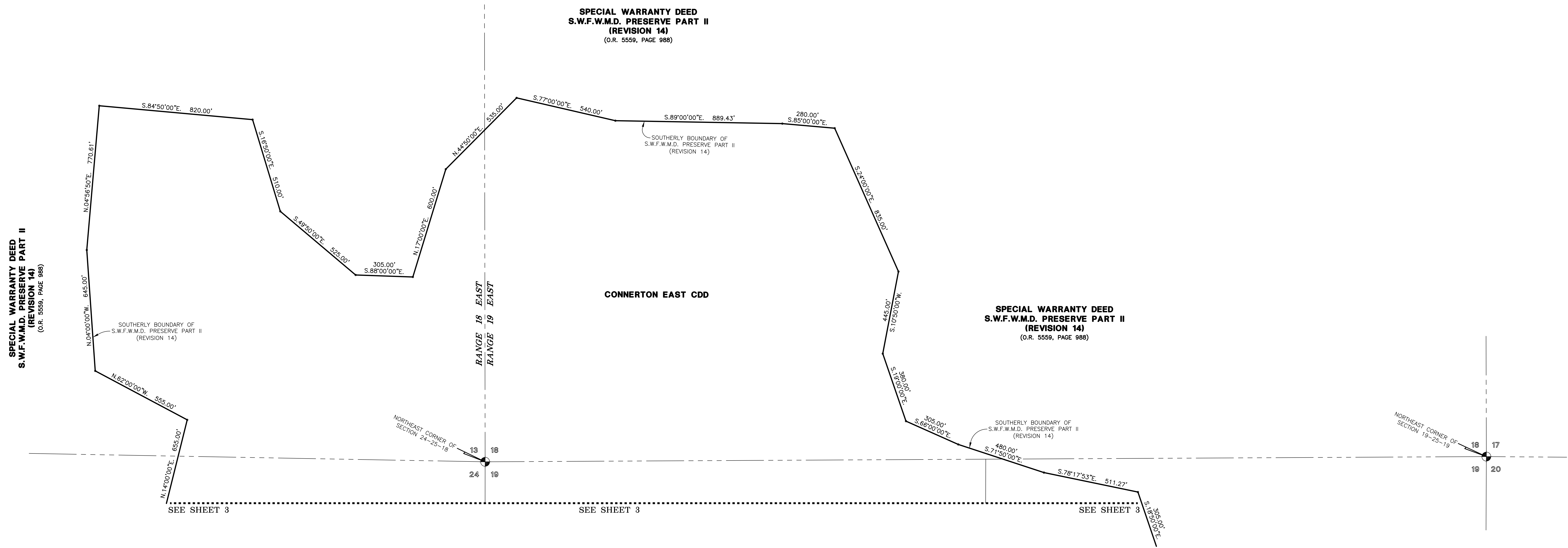


**CONNERTON EAST
COMMUNITY DEVELOPMENT DISTRICT**

Prepared For: LENNAR HOMES, LLC	
DESCRIPTION SKETCH (Not a Survey)	AMERRITT, INC. LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB0778 3010 W. Avonle Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-3300
SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.	
1 02/12/21 Revise Less Out Parcel	Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498 DATE: 1-12-21 DRAWN: CONNERTON CDD EAST-55.DWG
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RASSED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	



NOTE:
 SEE SHEET 1 OF 4 SHEETS FOR:
 1) LEGAL DESCRIPTION
 2) BASIS OF BEARINGS NOTE
 3) CURVE DATA TABLE



**SPECIAL WARRANTY DEED
 S.W.F.W.M.D. PRESERVE PART II
 (REVISION 14)
 (O.R. 5559, PAGE 988)**

**SPECIAL WARRANTY DEED
 S.W.F.W.M.D. PRESERVE PART II
 (REVISION 14)
 (O.R. 5559, PAGE 988)**

**SPECIAL WARRANTY DEED
 S.W.F.W.M.D. PRESERVE PART II
 (REVISION 14)
 (O.R. 5559, PAGE 988)**

CONNERTON EAST CDD

**RANGE 18 EAST
 RANGE 19 EAST**

**CONNERTON EAST
 COMMUNITY DEVELOPMENT DISTRICT**

Prepared For: LENNAR HOMES, LLC		Drawn: WFS Checked: AM Order No.: AM-LCP-C1-010	
DESCRIPTION SKETCH (Not a Survey)		AMERRITT, INC. LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB7778 3010 W. Alameda Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5209	
SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.		Date: 1-12-21 Dwg: CONNERTON CDD EAST-SS.DWG	
No.	Date	Revised	Description
1	02/12/21	Revise Less Out Parcel	WBR
SHEET NO. 4 OF 4 SHEETS		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPING	

CONNERTON EAST
COMMUNITY DEVELOPMENT DISTRICT

DESCRIPTION: A parcel of land lying in Sections 13, 24 and 25, Township 25 South, Range 18 East and in Sections 18, 19, 20, 30 and 31, Township 25 South, Range 19 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 30, also being a point on the Southerly boundary of CONNERTON VILLAGE TWO PARCEL 212, according to the plat thereof, as recorded in Plat Book 73, Pages 102 through 105 inclusive, of the Public Records of Pasco County, Florida and also being a point on the Southerly boundary of Connerton West Community Development District, as recorded in Official Records Book 5907, Page 1907, of the Public Records of Pasco County, Florida, run thence along the South boundary of the Southwest 1/4 of said Section 30, said Southerly boundary of CONNERTON VILLAGE TWO PARCEL 212 and said Southerly boundary of Connerton West Community Development District, S.89°48'21"E., 1478.31 feet to the Southeast corner of said CONNERTON VILLAGE TWO PARCEL 212 and the Southeast corner of said Connerton West Community Development District for a POINT OF BEGINNING; thence along the Easterly boundary of said CONNERTON VILLAGE TWO PARCEL 212 and the Easterly boundary of said Connerton West Community Development District, the following two (2) courses: 1) N.00°11'38"E., 419.17 feet; 2) N.47°48'01"W., 724.63 feet to a point on the Easterly 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 Easterly boundary of CONNERTON VILLAGE TWO PARCEL 211 and the aforesaid Easterly boundary of Connerton West Community Development District, the following three (3) courses: 1) continue N.47°48'01"W., 822.28 feet; 2) N.12°09'53"W., 442.32 feet; 3) N.39°26'15"W., 1041.21 feet; thence along the Northerly boundary of said CONNERTON VILLAGE TWO PARCEL 211, the following four (4) courses: 1) S.78°00'00"W., 241.07 feet to a point of curvature; 2) Westerly, 526.78 feet along the arc of a curve to the right having a radius of 1171.00 feet and a central angle of 25°46'28" (chord bearing N.89°06'46"W., 522.34 feet); 3) N.13°46'28"E., 142.00 feet to a point on a curve; 4) Westerly, 34.11 feet along the arc of said curve to the right having a radius of 1029.00 feet and a central angle of 01°53'56" (chord bearing N.75°16'33"W., 34.10 feet) to a point on the Southerly boundary of CONNERTON VILLAGE TWO PARCEL 218 PHASES 1C, 2B AND 3, according to the plat thereof, as recorded in Plat Book 79, Pages 26 through 35 inclusive, of the Public Records of Pasco County, Florida; thence along said Southerly boundary of CONNERTON VILLAGE TWO PARCEL 218 PHASES 1C, 2B AND 3, the following six (6) courses: 1) N.15°40'25"E., 26.00 feet to

a point on a curve; 2) Easterly, 408.74 feet along the arc of said curve to the left having a radius of 1003.00 feet and a central angle of $23^{\circ}20'57''$ (chord bearing $S.86^{\circ}00'04''E.$, 405.92 feet); 3) $S.07^{\circ}40'32''E.$, 26.00 feet to a point on a curve; 4) Easterly, 77.66 feet along the arc of said curve to the left having a radius of 1029.00 feet and a central angle of $04^{\circ}19'28''$ (chord bearing $N.80^{\circ}09'44''E.$, 77.64 feet) to a point of tangency; 5) $N.78^{\circ}00'00''E.$, 456.74 feet to a point of curvature; 6) Northeasterly, 765.80 feet along the arc of a curve to the left having a radius of 1129.00 feet and a central angle of $38^{\circ}51'49''$ (chord bearing $N.58^{\circ}34'05''E.$, 751.20 feet) to a point of compound curvature; thence along the Easterly boundary of said CONNERTON VILLAGE TWO PARCEL 218 PHASES 1C, 2B AND 3, the following ten (10) courses: 1) Northerly, 55.70 feet along the arc of a curve to the left having a radius of 64.00 feet and a central angle of $49^{\circ}51'42''$ (chord bearing $N.14^{\circ}12'20''E.$, 53.95 feet) to a point of reverse curvature; 2) Northeasterly, 193.84 feet along the arc of a curve to the right having a radius of 131.00 feet and a central angle of $84^{\circ}46'50''$ (chord bearing $N.31^{\circ}39'54''E.$, 176.63 feet) to a point of reverse curvature; 3) Northeasterly, 59.39 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of $49^{\circ}18'58''$ (chord bearing $N.49^{\circ}23'50''E.$, 57.57 feet) to a point of compound curvature; 4) Northeasterly, 61.06 feet along the arc of a curve to the left having a radius of 1129.00 feet and a central angle of $03^{\circ}05'56''$ (chord bearing $N.23^{\circ}11'23''E.$, 61.05 feet); 5) $N.63^{\circ}55'25''W.$, 30.09 feet to a point on a curve; 6) Northerly, 449.63 feet along the arc of said curve to the left having a radius of 1099.00 feet and a central angle of $23^{\circ}26'28''$ (chord bearing $N.09^{\circ}47'54''E.$, 446.50 feet); 7) $N.88^{\circ}04'40''E.$, 30.00 feet to a point on a curve; 8) Northerly, 251.78 feet along the arc of said curve to the left having a radius of 1129.00 feet and a central angle of $12^{\circ}46'40''$ (chord bearing $N.08^{\circ}18'40''W.$, 251.26 feet) to a point of tangency, said point hereinafter being referred to as POINT "A"; 9) $N.14^{\circ}42'00''W.$, 1816.20 feet to a point of curvature; 10) Northwesterly, 54.88 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of $45^{\circ}34'23''$ (chord bearing $N.37^{\circ}29'11''W.$, 53.45 feet) to a point of reverse curvature; thence along the Northerly boundary of said CONNERTON VILLAGE TWO PARCEL 218 PHASES 1C, 2B AND 3, the following four (4) courses: 1) Northwesterly, 23.65 feet along the arc of a curve to the right having a radius of 131.00 feet and a central angle of $10^{\circ}20'46''$ (chord bearing $N.55^{\circ}06'00''W.$, 23.62 feet) to a point of reverse curvature; 2) Westerly, 54.88 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of $45^{\circ}34'23''$ (chord bearing $N.72^{\circ}42'49''W.$, 53.45 feet) to a point of tangency; 3) $S.84^{\circ}30'00''W.$, 98.95 feet to a point of curvature; 4) Westerly, 668.59 feet along the arc of a curve to the left having a radius of 2189.00 feet and a central angle of $17^{\circ}30'00''$ (chord bearing $S.75^{\circ}45'00''W.$, 666.00 feet) to the Northerlymost corner of CONNERTON VILLAGE TWO PARCEL 218 PHASES 1A AND 2A,

according to the plat thereof, as recorded in Plat Book 78, Pages 12 through 18 inclusive, of the Public Records of Pasco County, Florida; thence along the Northerly boundary of said CONNERTON VILLAGE TWO PARCEL 218 PHASES 1A AND 2A, continue Southwesterly, 427.03 feet along the arc of said curve to the left having the same radius of 2189.00 feet and a central angle of $11^{\circ}10'38''$ (chord bearing $S.61^{\circ}24'41''W.$, 426.35 feet) to the Easterlymost corner of the right-of-way for CONNERTON BOULEVARD, as described in Special Warranty Deed, recorded in Official Records Book 8417, Page 685, of the Public Records of Pasco County, Florida; thence along the Northeasterly boundary of said right-of-way for CONNERTON BOULEVARD, $N.34^{\circ}10'38''W.$, 142.00 feet to a point on a curve on the Southerly boundary of Pasco County Parks and Recreation Department, according to Quit Claim Deed, as recorded in Official Records Book 7961, Page 1755, of the Public Records of Pasco County, Florida; thence along said Southerly boundary of Pasco County Parks and Recreation Department, according to Quit Claim Deed, as recorded in Official Records Book 7961, Page 1755, the following three (3) courses: 1) Easterly, 1166.69 feet along the arc of said curve to the right having a radius of 2331.00 feet and a central angle of $28^{\circ}40'38''$ (chord bearing $N.70^{\circ}09'41''E.$, 1154.55 feet) to a point of tangency; 2) $N.84^{\circ}30'00''E.$, 98.95 feet to a point of curvature; 3) Easterly, 26.11 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of $21^{\circ}41'02''$ (chord bearing $N.73^{\circ}39'29''E.$, 25.96 feet) to a point of compound curvature; thence along the Easterly boundary of said Pasco County Parks and Recreation Department, according to Quit Claim Deed, as recorded in Official Records Book 7961, Page 1755, the following three (3) courses: 1) Northeasterly, 38.00 feet along the arc of a curve to the left having a radius of 39.00 feet and a central angle of $55^{\circ}49'56''$ (chord bearing $N.34^{\circ}54'00''E.$, 36.52 feet) to a point of compound curvature; 2) Northerly, 26.11 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of $21^{\circ}41'02''$ (chord bearing $N.03^{\circ}51'29''W.$, 25.96 feet) to a point of tangency; 3) $N.14^{\circ}42'00''W.$, 555.28 feet; thence $S.80^{\circ}13'00''W.$, 211.20 feet; thence $N.09^{\circ}47'38''W.$, 564.14 feet to a point on the Northerly boundary of said Pasco County Parks and Recreation Department, according to Quit Claim Deed, as recorded in Official Records Book 7961, Page 1755, also being on the Southerly boundary of Pasco County Parks and Recreation Department, according to the Corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439, of the Public Records of Pasco County, Florida; thence along said Northerly boundary of Pasco County Parks and Recreation Department, according to Quit Claim Deed, as recorded in Official Records Book 7961, Page 1755 and said Southerly boundary of Pasco County Parks and Recreation Department, according to the Corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439, $N.80^{\circ}13'37''E.$, 162.78 feet to the Southeast corner of said Pasco County Parks and Recreation Department, according to the

Corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439; thence along the Easterly boundary of said Pasco County Parks and Recreation Department, according to the corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439, N.14°42'00"W., 243.11 feet; thence N.11°28'44"E., 369.34 feet to a point on a curve; thence Northerly, 289.25 feet along the arc of a curve to the right having a radius of 325.00 feet and a central angle of 50°59'38" (chord bearing N.06°20'34"W., 279.80 feet) to a point of tangency; thence N.19°09'14"E., 270.75 feet to a point of curvature; thence Northerly, 298.85 feet along the arc of a curve to the left having a radius of 275.00 feet and a central angle of 62°15'51" (chord bearing N.11°58'41"W., 284.36 feet) to a point of tangency; thence N.43°06'37"W., 26.31 feet to a point on a curve; thence Southwesterly, 170.57 feet along the arc of a curve to the right having a radius of 1230.00 feet and a central angle of 07°56'44" (chord bearing S.52°01'38"W., 170.43 feet) to a point on the Northerly boundary of the aforesaid Pasco County Parks and Recreation Department, according to the corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439; thence along said Northerly boundary of Pasco County Parks and Recreation Department, according to the corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439, continue Southwesterly, 270.24 feet along the arc of said curve to the right having the same radius of 1230.00 feet and a central angle of 12°35'17" (chord bearing S.62°17'39"W., 269.69 feet) to the Northwest corner of said Pasco County Parks and Recreation Department, according to the corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439, also being the Northeast corner of District School Board of Pasco County, Florida, according to County Deed, as recorded in Official Records Book 9938, Page 535, of the Public Records of Pasco County, Florida; thence along the Northerly boundary of said District School Board of Pasco County, Florida, according to County Deed, as recorded in Official Records Book 9938, Page 535, the following two (2) courses: 1) continue Westerly, 155.54 feet along the arc of said curve to the right having the same radius of 1230.00 feet and a central angle of 07°14'44" (chord bearing S.72°12'37"W., 155.44 feet) to a point of tangency; 2) S.75°50'00"W., 169.35 feet to the Northwest corner of said District School Board of Pasco County, Florida, according to County Deed, as recorded in Official Records Book 9938, Page 535, also being the Southeast corner of District School Board of Pasco County, according to Warranty Deed, as recorded in Official Records Book 9938, Page 517, of the Public Records of Pasco County, Florida; thence along the Southerly boundary of said District School Board of Pasco County, according to Warranty Deed, as recorded in Official Records Book 9938, Page 517, continue S.75°50'00"W., 283.20 feet; thence N.14°10'00"W., 60.00 feet to a point on a curve; thence Northwesterly, 41.20 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 94°25'40" (chord bearing

N.56°57'10"W., 36.69 feet) to a point of reverse curvature; thence Northerly, 95.05 feet along the arc of a curve to the left having a radius of 1230.00 feet and a central angle of 04°25'40" (chord bearing N.11°57'10"W., 95.03 feet) to a point of tangency; thence N.14°10'00"W., 488.11 feet to a point of curvature; thence Northeasterly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.30°50'00"E., 35.36 feet) to a point of tangency; thence N.75°50'00"E., 4.29 feet; thence N.14°10'00"W., 50.00 feet to a point on a curve; thence Northwesterly, 41.43 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 94°57'37" (chord bearing N.56°41'12"W., 36.85 feet); thence S.80°47'37"W., 60.00 feet to a point on a curve; thence Northerly, 413.32 feet along the arc of a curve to the right having a radius of 1230.00 feet and a central angle of 19°15'11" (chord bearing N.00°25'12"E., 411.38 feet) to a point of reverse curvature; thence Northerly, 155.58 feet along the arc of a curve to the left having a radius of 1170.00 feet and a central angle of 07°37'07" (chord bearing N.06°14'14"E., 155.46 feet); thence S.84°50'00"W., 24.78 feet to a point on the Southerly boundary of Southwest Florida Water Management District Preserve Part II (Revision 14), according to Special Warranty Deed, as recorded in Official Records Book 5559, Page 988, of the Public Records of Pasco County, Florida; thence along said Southerly boundary of Southwest Florida Water Management District Preserve Part II (Revision 14), the following twenty-eight (28) courses: 1) N.01°00'00"E., 525.00 feet; 2) S.74°00'00"W., 320.00 feet; 3) N.14°00'00"E., 655.00 feet; 4) N.62°00'00"W., 555.00 feet; 5) N.04°00'00"W., 645.00 feet; 6) N.04°56'50"E., 770.61 feet; 7) S.84°50'00"E., 820.00 feet; 8) S.16°50'00"E., 510.00 feet; 9) S.49°50'00"E., 525.00 feet; 10) S.88°00'00"E., 305.00 feet; 11) N.17°00'00"E., 600.00 feet; 12) N.44°50'00"E., 535.00 feet; 13) S.77°00'00"E., 540.00 feet; 14) S.89°00'00"E., 889.43 feet; 15) S.85°00'00"E., 280.00 feet; 16) S.24°00'00"E., 835.00 feet; 17) S.10°50'00"W., 445.00 feet; 18) S.19°00'00"E., 380.00 feet; 19) S.66°00'00"E., 305.00 feet; 20) S.71°50'00"E., 480.00 feet; 21) S.78°17'53"E., 511.27 feet; 22) S.18°50'00"E., 305.00 feet; 23) S.51°50'00"E., 1015.00 feet; 24) S.65°30'00"E., 320.00 feet; 25) S.81°50'00"E., 145.00 feet; 26) N.80°00'00"E., 580.00 feet; 27) N.70°00'00"E., 585.00 feet; 28) N.56°38'20"E., 498.21 feet; thence S.61°44'22"E., 262.60 feet; thence S.30°27'03"W., 334.35 feet to a point of curvature; thence Southwesterly, 778.92 feet along the arc of a curve to the right having a radius of 2071.00 feet and a central angle of 21°32'57" (chord bearing S.41°13'31"W., 774.33 feet) to a point of tangency; thence S.52°00'00"W., 550.30 feet to a point of curvature; thence Southwesterly, 648.56 feet along the arc of a curve to the left having a radius of 929.00 feet and a central angle of 40°00'00" (chord bearing S.32°00'00"W., 635.47

feet) to a point of tangency; thence S.12°00'00"W., 275.00 feet to a point of curvature; thence Southwesterly, 560.77 feet along the arc of a curve to the right having a radius of 1071.00 feet and a central angle of 30°00'00" (chord bearing S.27°00'00"W., 554.39 feet) to a point of tangency; thence S.42°00'00"W., 530.00 feet to a point of curvature; thence Southwesterly, 798.70 feet along the arc of a curve to the left having a radius of 1929.00 feet and a central angle of 23°43'24" (chord bearing S.30°08'18"W., 793.01 feet) to a point of compound curvature; thence Southeasterly, 42.88 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 98°16'36" (chord bearing S.30°51'42"E., 37.81 feet) to a point of tangency; thence S.80°00'00"E., 900.00 feet; thence N.10°00'00"E., 815.00 feet to a point on a curve; thence Northeasterly, 481.09 feet along the arc of a curve to the left having a radius of 750.00 feet and a central angle of 36°45'08" (chord bearing N.45°33'33"E., 472.88 feet); thence N.10°00'00"E., 177.22 feet; thence S.80°00'00"E., 829.35 feet to a point of curvature; thence Easterly, 160.58 feet along the arc of a curve to the right having a radius of 970.00 feet and a central angle of 09°29'06" (chord bearing S.75°15'27"E., 160.39 feet) to a point of tangency; thence S.70°30'54"E., 23.05 feet to a point of curvature; thence Southeasterly, 40.09 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 91°53'06" (chord bearing S.24°34'21"E., 35.93 feet) to a point of tangency on the Westerly maintained right-of-way for ERHEN CUTOFF; thence along said Westerly maintained right-of-way for ERHEN CUTOFF, the following seven (7) courses: 1) S.21°22'12"W., 955.04 feet; 2) S.21°27'28"W., 117.24 feet; 3) S.21°04'46"W., 102.88 feet; 4) S.22°15'57"W., 113.00 feet; 5) S.20°23'41"W., 113.26 feet; 6) S.20°55'15"W., 422.73 feet; 7) S.20°53'43"W., 116.87 feet to a point on the South boundary of the Southwest 1/4 of the aforesaid Section 20; thence along said South boundary of the Southwest 1/4 of Section 20, N.89°55'56"W., 476.96 feet to the Northeast corner of the aforesaid Section 30; thence along the North boundary of the Northeast 1/4 of said Section 30, N.89°59'32"W., 1328.39 feet to the Northeast corner of the Northwest 1/4 of said Northeast 1/4 of Section 30; thence along the East boundary of the West 1/2 of said Northeast 1/4 of Section 30, S.00°10'26"W., 2662.96 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 30; thence along the East boundary of the West 1/2 of said Southeast 1/4 of Section 30, S.00°03'10"W., 2486.73 feet; thence S.48°16'38"E., 96.47 feet to a point on the aforesaid Westerly maintained right-of-way for ERHEN CUTOFF; thence along said Westerly maintained right-of-way for ERHEN CUTOFF, S.41°43'22"W., 108.39 feet to a point on the aforesaid East boundary of the West 1/2 of the Southeast 1/4 of Section 30; thence along said East boundary of the West 1/2 of the Southeast 1/4 of Section 30, S.00°03'10"W., 5.50 feet to the Southeast corner of the Southwest 1/4 of said Southeast 1/4 of Section 30; thence along the South

boundary of said Southwest 1/4 of the Southeast 1/4 of Section 30, N.89°42'37"W., 4.88 feet to a point on the aforesaid Westerly maintained right-of-way for ERHEN CUTOFF; thence along said Westerly maintained right-of-way for ERHEN CUTOFF, S.41°43'43"W., 109.27 feet; thence N.48°16'17"W., 120.00 feet; thence N.41°43'43"E., 3.33 feet to a point on the aforesaid South boundary of the Southwest 1/4 of the Southeast 1/4 of Section 30; thence along said South boundary of the Southwest 1/4 of the Southeast 1/4 of Section 30, N.89°42'37"W., 1154.46 feet to the Southeast corner of the aforesaid Southwest 1/4 of Section 30; thence along the aforesaid South boundary of the Southwest 1/4 of Section 30, N.89°48'21"W., 1182.80 feet to the POINT OF BEGINNING.

Containing 1291.878 acres, more or less.

LESS THE FOLLOWING DESCRIBED PARCEL:

From a point previously referred to as POINT "A", run thence N.75°18'00"E., 132.00 feet; thence along a line lying 132.00 feet East of and parallel with the aforesaid Easterly boundary of CONNERTON VILLAGE TWO PARCEL 218 PHASES 1C, 2B AND 3, the following two (2) courses: 1) N.14°42'00"W., 609.01 feet to the POINT OF BEGINNING of the herein described LESS OUT PARCEL; 2) continue N.14°42'00"W., 1207.93 feet to a point of curvature; thence Northeasterly, 99.48 feet along the arc of a curve to the right having a radius of 60.00 feet and a central angle of 95°00'00" (chord bearing N.32°48'00"E., 88.47 feet) to a point of tangency; thence N.80°18'00"E., 92.08 feet to a point of curvature; thence Easterly, 721.09 feet along the arc of a curve to the right having a radius of 2929.00 feet and a central angle of 14°06'20" (chord bearing N.87°21'10"E., 719.27 feet) to a point of compound curvature; thence Southeasterly, 39.77 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 91°08'40" (chord bearing S.40°01'20"E., 35.71 feet) to a point of tangency; thence S.05°33'00"W., 288.07 feet to a point of curvature; thence Southwesterly, 15.71 feet along the arc of a curve to the right having a radius of 10.00 feet and a central angle of 90°00'00" (chord bearing S.50°33'00"W., 14.14 feet) to a point of tangency; thence N.84°27'00"W., 4.00 feet; thence S.05°33'00"W., 54.00 feet; thence S.84°27'00"E., 2.00 feet to a point of curvature; thence Southeasterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.39°27'00"E., 28.28 feet) to a point of tangency; thence S.05°33'00"W., 312.19 feet; thence S.85°57'50"W., 96.44 feet; thence S.27°00'00"W., 603.12 feet; thence S.75°18'00"W., 202.32 feet to the POINT OF BEGINNING.

Containing 17.273 acres, more or less.

ALTOGETHER containing 1274.605 acres, more or less.

AMI-LCF-CV-010

P:\Connerton\Master Plan\Description\CDD EAST\CONNERTON-CDD-EAST-
DS.doc

WFS

January 13, 2021

VBR

(Revised) February 12, 2021

Tab 10

RESOLUTION 2022-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT
ADOPTING UNIFORM RULES OF PROCEDURE, IN KEEPING WITH
CHAPTER 120.54(5), FLORIDA STATUTES.**

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

WHEREAS, the Board of Supervisors of the District (hereinafter the “**Board**”) is authorized by Section 190.011(5), Florida Statutes, to adopt rules and orders pursuant to Chapter 120, Florida Statutes; and

WHEREAS, in accordance with Section 120.54(5), Florida Statutes, the District must comply with the adoption of Uniform Rules of Procedure as established by the Florida Administration Commission; and

WHEREAS, the District set November 9, 2021, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 120.54, Florida Statutes; and

WHEREAS, the District has complied with the rule making process as outlined in Section 120.54, Florida Statutes.

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

Section 1: The Board hereby adopts the Rules of Procedure as attached hereto as **Exhibit “A”**.

Section 2: This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 9TH DAY OF NOVEMBER, 2021.

ATTEST:

**CONNERTON EAST COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair of the Board of Supervisors

RULES OF PROCEDURE

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

TABLE OF CONTENTS

1.0	Organization.....	1
1.1	Board of Supervisors: Officers and Voting	1
1.2	Public Information and Inspection of Records	4
1.3	Public Meetings, Hearings, and Workshops	4
2.0	Rulemaking Proceedings	7
3.0	Decisions Determining Substantial Interests	10
4.0	Purchasing, Contracts, Construction and Maintenance	11
4.1	Purchase of Goods, Supplies, and Materials.....	14
4.2	Contracts for Construction of Authorized Project	15
4.3	Contracts for Maintenance Service.....	17
4.4	Purchase of Insurance	20
4.5	Procedure for Purchasing Contractual Services.....	21
4.6	Procedure Under the Consultant’s Competitive Negotiations Act	23
5.0	Bid Protests	26
5.1	Under Consultant’s Competitive Negotiations Act	26
5.2	Contracts Awarded or Bid Documents	27
5.3	Relating to Any Other Award	28
6.0	Design-Build Contract Competitive Proposal Selection Process	29
7.0	District Auditor Selection Procedures	32
8.0	Effective Date	32

**RULES OF PROCEDURE
CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT**

1.0 General.

- (1) Connerton East Community Development District (“**District**”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction.
- (2) The purpose of these Rules of Procedure (“**Rules**”) is to describe the general operations of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190, Florida Statutes.
- (2) Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) A Rule of the District shall be effective upon adoption by affirmative vote of the Board of Supervisors of the District (the “**Board**”). After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: s.s. 190.011(5), 120.53, Fla. Stat.

Law Implemented: s.s. 190.011(5), 120.53, Fla. Stat.

1.1 Board of Supervisors: Officers and Voting.

- (1) Board of Supervisors. The Board shall consist of five (5) members. Members of the Board must be residents of the State of Florida and citizens of the United States of America. Board members elected or appointed by the Board to qualified elector seats must also be residents of the District, and registered to vote with the Supervisor of Elections of the county in which the District is located. The Board shall exercise the powers granted to the District.
 - (a) Board members shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board Member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s).

- (b) Three (3) members of the Board physically present at the meeting location shall constitute a quorum for the purposes of conducting business and exercising its powers and for all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited or abstains from participating in discussion or voting on a particular item. A Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present, so long as a physical quorum is met. If three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law.
- (2) Officers. At the first Board meeting held after each election or appointment where the newly elected members take office, the Board shall select a Chair, Vice-Chair, Secretary, Assistant Secretary, and Treasurer.
- (a) The Chair must be a member of the Board. If the Chair resigns from that office or ceases to be a member of the Board, the Board shall select a Chair, after filling the vacancy. The Chair serves at the pleasure of the Board. The Chair or Vice-Chair shall be authorized to sign checks and warrants for the District, countersigned by the Treasurer. The Chair or Vice-Chair shall be authorized to execute agreements, resolutions, and other documents approved by the Board at a Board meeting. The Chair shall convene and conduct all meetings of the Board. In the event the Chair is unable to attend a meeting, the Vice-Chair shall convene and conduct the meeting. The Chair or Vice-Chair may request the District Manager or other district staff to convene and conduct any meeting of the Board.
 - (b) The Vice-Chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice-Chair resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chair, after filling the Board vacancy. The Vice-Chair serves at the pleasure of the Board.
 - (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as Secretary.
 - (d) The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.

- (e) In the event that both the Chair and Vice-Chair are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chair and Vice-Chair are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings of the Connerton East Community Development District”, in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates and corporate acts. The Records of Proceedings shall be located at the District Office and shall be available for inspection by the public.
- (5) Meetings. The Board shall establish each fiscal year, an annual schedule of regular meetings, which shall be submitted to the local governing authority. All meetings of the Board and all committee meetings shall be open to the public in accordance with the provisions of Chapter 286, Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “voting conflict of interest” shall be governed by the Florida Constitution and Chapters 112 and 190, Florida Statutes, as amended from time to time.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to the Board’s discussion on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes. The Board’s Secretary shall prepare a memorandum of voting conflict (Form 8B) which shall then be signed by the Board member, filed with the Board’s Secretary, and attached to the minutes of the meeting within fifteen (15) days of the meeting.
 - (b) If a Board member inadvertently votes on a matter and later learns they have a conflict on the matter, the member shall immediately notify the Board’s Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate memorandum of voting conflict, which will be attached to the minutes of the Board meeting during which the vote

on the matter occurred. The memorandum shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum.

Specific Authority: s.s. 190.001, 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.006, 190.007, 112.3143, Fla. Stat.

1.2 Public Information and Inspection of Records.

- (1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the “Records of Proceedings”, may be copied or inspected at the District Office during regular business hours. All written public records requests shall be directed to the District’s records custodian. The District’s records custodian shall be responsible for retaining the District’s records in accordance with applicable Florida law. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.
- (2) Copies. Copies of public records shall be made available to the requesting person at the current rate authorized under Section 119.07(4), Florida Statutes. The requesting person may be required to pay for any charges in advance.
- (3) Coordination of Necessary Financial Disclosures. Unless specifically designated by Board resolution or otherwise, the District’s records custodian shall serve as the Financial Disclosure Coordinator (“Coordinator”) for the District as required by the Florida Commission on Ethics (the “COE”).

Specific Authority: s.s. 190.011(5), 120.53, Fla. Stat.

Law Implemented: s.s. 112.31446(3), 112.3145(8)(a)1., 190.006, 119.07, 119.0701, 120.53, Fla. Stat.

1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by Statute or these Rules, at least seven (7) days public notice shall be given of any public meeting, hearing, or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District as required by Florida Law and will include, as applicable:

- (a) The date, time and place of the meeting, hearing, or workshop;
 - (b) A brief description of the nature, subjects and purposes of the meeting, hearing, or workshop;
 - (c) The District Office address for the submission of requests for copies of the agenda;
 - (d) Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting, hearing, or workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting, hearing, or workshop by contacting the District Manager. If you are hearing or speech impaired, please contact Florida Relay Service at 711 who can aid you in contacting the District Office.
 - (e) A person who decides to appeal any decision made at the meeting, hearing, or workshop with respect to any matter considered at the meeting, hearing, or 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.
 - (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Agenda. The District Manager, under the guidance of the Chair or Vice-Chair if the Chair is unavailable, shall prepare an agenda of the meeting, hearing, or workshop. The agenda shall be available to the public at least seven (7) days before the meeting, hearing, or workshop except in an emergency. The agenda shall be posted on the District’s official website and shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. The agenda may be changed before or at the meeting, hearing, or workshop by a vote of the Board.
- (a) The District may, but is not required, to use the following format in preparing its agenda for its regular meetings:
 - Call to order
 - Roll call
 - Audience Questions and Comments on Agenda Items
 - Review of minutes
 - Specific items of old business
 - Specific items of new business

Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager

Supervisor's requests and comments

Audience Questions and Comments

Adjournment

- (3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.
- (4) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (5) Emergency Meetings. The Chair, or Vice-Chair if the Chair is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2), (4), and (6) to act on emergency matters that may affect the public health, safety or welfare. Whenever possible, the Chair shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one major newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (6) Public Comment. The public shall be provided the opportunity to be heard on any proposition that will come before the Board at a meeting. The Board shall set aside a reasonable amount of time for public comment on agenda items, and the time for public comment shall be identified in the agenda. Persons wishing to address the Board should notify the Secretary of the Board prior to the "Audience Comment" section of the agenda. Each person wishing to address the Board will be given a reasonable amount of time for their comments, in the interest of time and fairness to other speakers.
- (7) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida Statutes. Once adopted in accord with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (8) Continuances. Any meeting of the Board or any item or matter included on the agenda for a meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter was included on the agenda.
- (9) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chair, can make or second a motion.

Specific Authority: s.s. 189.015, 190.005, 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.007, 190.008, 120.53, 286.0105, 286.0114, 120.54, Fla. Stat.

2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of the proposed rule, cite specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available. The notice of rule development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed rule.
 - (b) All rules shall be drafted in accordance with Chapter 120, Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the

Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2), Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice; and a statement as to whether, based on the statement of the estimated regulatory costs or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3). The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled or required under Florida Statutes. Except when the intended action is the repeal of a rule, the notice must include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.

- (b) The notice shall be published in a newspaper of general circulation in the county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Board must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
 - (5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition in accordance with

Section 120.54(7), Florida Statutes, except that copies of the petition shall not be sent to the Administrative Procedure Committee, and notice may be given in a newspaper of general circulation in the county in which the District is located.

- (6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
 - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541, Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.

- (10) Variances and Waivers. Variances and waivers from these Rules may be granted to the provisions and limitations contained in Section 120.542, Florida Statutes.
- (11) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be adopted pursuant to Section 190.035, Florida Statutes. For the adoption of rates, fees, rentals or other charges, the Board must hold a public hearing and publish a notice of public hearing one time, at least ten (10) days prior to the public hearing date, in a newspaper of general circulation in the District.

Specific Authority: s.s. 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat.

Law Implemented: s.s. 120.54, 190.035(2), Fla. Stat.

3.0 Decisions Determining Substantial Interests.

- (1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the Chair shall designate any member of the Board (including the Chair), District Manager, District Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

- 1. Administer oaths and affirmations;
 - 2. Rule upon offers of proof and receive relevant evidence;
 - 3. Regulate the course of the hearing, including any prehearing matters;
 - 4. Enter orders;
 - 5. Make or receive offers of settlement, stipulation, and adjustment.
- (a) The person conducting the hearing shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action.
 - (b) The District shall issue a final order within forty-five (45) days:
 - 1. After the hearing is concluded, if conducted by the Board;

2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
 3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.
- (2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.011(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida Statutes. Prior to exercising the power of eminent domain, the District shall:
- (a) Adopt a resolution identifying the property to be taken;
 - (b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if the taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

Specific Authority: s.s. 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: s.s. 190.011(11), Fla. Stat.

4.0 Purchasing, Contracts, Construction and Maintenance.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures, definitions and rules are outlined for the purchase of professional, construction, maintenance, and contract services, and goods, supplies, materials, and insurance.
- (2) No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (3) Definitions.
 - (a) “Continuing contract” is a contract for professional services (of a type described above), entered into in accordance with this Rule, between the District and a firm whereby the firm provides professional services for the District or for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.
 - (b) “Contractual services” means rendering time and effort rather than furnishing specific goods or commodities. This term applies only to those individuals and firms rendering services as independent contractors. Contractual services do not include legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic,

auditing, health, or academic program services, or professional services (as defined in Section 287.055(2)(a), Florida Statutes and these Rules) and shall generally be considered the services referenced by Section 287.012(8), Florida Statutes. Contractual services do not include the extension of an existing contract for services if such extension is provided for in the contract terms. Contractual services also do not include any contract for the furnishing of labor or materials for the construction, repair, renovation, demolition, or modification of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property, as those services shall be governed by Rule 4.2.

- (c) “Emergency purchases” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive solicitation would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.
- (d) “Goods, supplies and materials” do not include printing, insurance, advertising, or legal notices.
- (e) “Invitation to Bid” is a written solicitation for sealed bids with the title, date and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, evaluation criteria, and provides for a manual signature of an authorized representative.
- (f) “Lowest Responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
- (g) “Most Advantageous bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the most advantageous bid or proposal to the District. Minor variations in the bid may be waived by the Board.

Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

- (h) “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of Florida, or those performed by an architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (i) “Project” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, or for a planning study activity when the fee for professional services is estimated by the District to exceed the threshold amount provided in Section 287.017, for CATEGORY TWO, as such categories may be amended from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.
- (j) “Purchase” means acquisition by sale, rent, lease, purchase, or installment sale. It does not include transfer, sale or exchange of goods, supplies or materials between the District and any federal, state, regional or local government entity or political subdivision of the state.
- (k) “Request for Proposal” is a written solicitation for sealed proposals with the title, date and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis and evaluation criteria as necessary.
- (l) “Responsive bid/proposal” means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these Rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.1 Purchase of Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising or legal notices.
- (2) Procedure. When a purchase of goods, supplies or materials is within the scope of this Rule, the following is appropriate:
 - (a) The Board shall cause to prepare an Invitation to Bid or Request for Proposal, as appropriate.
 - (b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
 - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
 - (e) The Most Advantageous Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high, or because the Board determines that it is in the best interests of the District. In the event the bids exceed the amount of funds available to be allocated by the District for this purchase, the bids may be rejected. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.
 - (f) Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office and on the official website for seven (7) days.
 - (g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement of goods, supplies or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials.

- (h) If the District does not receive a response to its competitive solicitation, the District may proceed to purchase such goods, supplies, materials, or construction services in the manner it deems in the best interests of the District.
- (i) The District may make an emergency purchase without complying with these rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.2 Contracts for Construction of Authorized Project.

- (1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida Statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure.
 - (a) Notice of Invitation to Bid, Request for Proposal, or request for qualifications shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date of submittal for bids.
 - (b) The District may maintain lists of persons interested in receiving notices of Invitation to Bid, Requests for Proposals, or request for qualifications. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (c) To be eligible to submit a bid, statement of qualifications, or proposal, a firm or individual must, at the time of receipt of its bid proposal:
 - 1. Hold all required applicable state professional licenses in good standing.

2. Hold all required applicable federal licenses in good standing, if applicable.
3. If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
4. Meet any special pre-qualification requirement set forth in the bid/proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

- (d) Bids, statements of qualifications, or proposals shall be opened at the time, date and place noted on the Invitation to Bid, Request for Proposals, or request for qualifications. Bids or proposals shall be evaluated in accordance with the Invitation to Bid or Request for Proposal and these Rules.
- (e) To assist in the determination of the most advantageous bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the most advantageous bidder, the District Representative may consider, in addition to the factors described in the invitation or request, the following:
 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
 2. The past performance of each bidder or proposer for the District and in other professional employment settings.
 3. The willingness of each bidder or proposer to meet time and budget requirements.
 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
 5. The recent, current, and project workloads of the bidder or proposer.
 6. The volume of work previously awarded to each bidder or proposer.
 7. Whether the cost components of each bid or proposal are appropriately balanced.

8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid/Proposal/statement of qualifications shall be accepted; however, the Board shall have the right to reject all submissions, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders or proposers to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover costs of bid or proposal preparation or submittal from the District.
- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders or proposers by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office and on the website for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.3 Contracts for Maintenance Service.

- (1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contract services and /or goods, supplies or materials as defined herein. Where a contract for maintenance of such facility or project includes goods, supplies or materials and/or contract services, the District may in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies and materials, and contract services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure.
- (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice

shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

- (b) The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
- (c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
 - 1. Hold the required applicable state and professional licenses in good standing.
 - 2. Hold all required applicable federal licenses in good standing, if any.
 - 3. Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
 - 4. Meet any special pre-qualification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (d) Bids or Proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and Proposals shall be evaluated in accordance with the Invitation or Request and these Rules.
- (e) To assist in the determination of the Most Advantageous Bid or Proposal, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the Most Advantageous Bid or Proposal, the District Representative may consider, in addition to the factors described in the Invitation or request, the following:
 - 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
 - 2. The past performance of each bidder or proposer for the District and in other professional employment settings.
 - 3. The willingness of each bidder or proposer to meet time and budget requirements.

4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
 5. The recent, current, and project workloads of the bidder or proposer.
 6. The volume of work previously awarded to each bidder or proposer.
 7. Whether the cost components of each bid or proposal are appropriately balanced.
 8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid or Proposal may be accepted; however, the Board shall have the right to reject all bids or proposals, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected.
- (h) Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office and on the website for seven (7) days.
- (i) Emergency Purchases. In the event that an emergency purchase is necessary, the Board shall not be obligated to use the above procedure and may make an emergency purchase of maintenance services without complying with these Rules.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.4 Purchase of Insurance.

- (1) Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by these Rules. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of Invitation to Bid may be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation to Bid is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, if any, to the District Officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall need of the District, its officers, employees and/or dependents.

- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by email or United States Mail, or by hand delivery service, or by overnight delivery service, and by posting the same in the District Office and on the website for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 112.08, Fla. Stat.

4.5 Procedure for Purchasing Contractual Services.

- (1) Scope. All purchases for contractual services (except for maintenance services) may, but are not required to, be made by competitive Invitation to Bid. If state or federal law prescribes with whom the District must contract, or established the rate of payment, then these Rules shall not apply. A contract involving both goods, supplies, and materials plus contractual services may, at the discretion of the Board, be treated as a contract for goods, supplies, and materials.
- (2) Procedure. When a purchase of contractual services is within the scope of this Rule (and the District has elected to follow this procedure), the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposal, as appropriate.
 - (b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. The District shall make a good faith effort to provide written notice, by United States Mail, to persons who provide their names and addresses to the District Office for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with these Rules and shall not be the basis for a protest of any contract award.
 - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid and Request for Proposal. Bids and proposals shall be evaluated in accordance with Invitation to Bid or Request for Proposal and these Rules.
 - (e) If only one (1) response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for contractual services from such bidder or proposer. If no response to an Invitation to

Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of the needed contractual services.

- (f) The Board has the right to reject any and all bids or proposals. The reservation regarding the right to reject shall be included in all solicitations and advertisements. If the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders and proposers not receiving a contract award shall not be entitled to recover any costs of bid or proposal preparation or submittal from the District.
 - (g) The Most Advantageous Bid or Proposal may be accepted by the District. The Board may require bidders to furnish bid, performance and/or other bonds with a reasonable surety to be approved by the Board.
- (3) Notice. Notice of contract award, including the rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery, and by posting same in the District Office and on the website for seven (7) days.
 - (4) Contract Renewal. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Renewal shall be contingent upon satisfactory performance evaluations by the District.
 - (5) Contract Manager and Contract Administrator. The Board may designate a representative to function as contract manager, who shall be responsible for enforcing performance of the contract terms and conditions and serve as the liaison with the contractor. The Board may also designate a representative to function as contract administrator, who shall be responsible for maintaining all contract files and financial information. One person may serve as both contract manager and administrator.
 - (6) Emergency Purchase. The District may make an emergency purchase of contractual services without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.
 - (7) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033(3), Fla. Stat.

4.6 Procedure Under Consultant's Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

- (1) Qualifying Procedures. In order to be eligible to submit a bid or proposal, a firm must, at the time of receipt of the bid or proposal:
 - (a) Hold all required applicable state professional licenses in good standing.
 - (b) Hold all required applicable federal licenses in good standing, if any.
 - (c) If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
 - (d) Meet any pre-qualification requirements set forth in the project or bid specifications. Qualification standards may include, but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

- (2) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when professional services are required for a project by publishing a notice providing a general description of the project and method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such persons who provide their name and address to the District Manager for inclusion on the list, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

(3) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualification on file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications, and/or public presentation, select and list the firms, in order of preference, deemed to be the most highly capable and qualified to perform the required professional services, after considering these and other appropriate criteria:

1. The ability and adequacy of the professional personnel employed by each firm.
2. Each firm's past performance for the District in other professional employment settings.
3. The willingness of each firm to meet time and budget requirements.
4. The geographic location of each firm's headquarters or office in relation to the project.
5. The recent, current, and projected workloads of each firm.
6. The volume of work previously awarded to each firm.
7. Whether a firm is a certified minority business enterprise.

Nothing in these Rules shall prevent the District from evaluating and eventually selecting a firm if less than three (3) responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

(b) If the selection process is administered by a person other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(4) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as the most qualified to perform the required professional services.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be

required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”

- (c) Should the District within twenty-one (21) days be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable then unless modified by the Board, negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached within twenty-one (21) days (unless modified by the Board to the contrary) those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
 - (d) Should the District be unable to negotiate a satisfactory agreement with any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office and on the website for seven (7) days.
- (5) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
- (6) Emergency Purchase. The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.011(3), 287.055, 190.033, Fla. Stat.

5.0 Bid Protests.

Purpose and Scope. In order to comply with Sections 190.033(1) through (3), Florida Statutes, the following procedures and rules are outlined for the protest of any bids or contracts awarded.

Specific Authority: s.s. 120.57, 190 011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

5.1 Bid Protests Under the Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal shall be in accordance with this section.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day), and by posting same in the District Office and on the District website for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Section 5.3 of the Rules of Connerton East Community Development District shall constitute a waiver of proceedings under those Rules."
- (2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within ten (10) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within ten (10) days after the date when notice of protest is filed. Failure to file a notice of protest, or failure to file a formal written protest, shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon a receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets

forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the award process may continue.

- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays and legal holidays, upon receipt of a formal written request.
- (5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 120.57(3), 190.011(5) Fla. Stat.

Law Implemented: s.s. 120.57(3), 190.033, Fla. Stat.

5.2 Protests With Respect To Contracts Awarded Or Bid Documents.

The resolution of any protests regarding Bid Documents or the decision to award a contract for a bid or proposal shall be in accordance with section 5.2.

- (1) Notice. The District shall give all bidders or proposers written notice of a decision to award or to reject all bids by posting the notice in the District Office for seven (7) days, with a copy being provided to all submitting firms by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day). The notice shall include the following statement: "Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District's decision to award a contract shall constitute a waiver of any objection to the award of such contract."
- (2) Filing.
 - (a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District's decision, and shall file a formal written protest with the District within ten (10) calendar days after timely filing the initial notice of protest. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt of the District. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the District's decision or contract award. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- (b) With respect to a protest regarding the Bid Documents, including specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within ten (10) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest with respect to the aforesaid plans, specifications or contract documents.
- (3) Award Process. Upon receipt of a timely filed notice of protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.
- (4) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copies being mailed to the protestant and any substantially affected person or parties. Within fifteen (15) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (5) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided above, the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 120.57, 190 011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

5.3 Bid Protests Relating to Any Other Award.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid proposal under Sections 4.1, 4.2, or 4.5 shall be in accordance with Section 5.3.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered on the next business day), and by posting same in the District Office and on the District website for seven (7) calendar days.
- (2) Filing. Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within ten (10) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within five (5) days, excluding Saturdays, Sundays and legal holidays, of receipt of a formal written protest.
- (5) Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

6.0 Design-Build Contract Competitive Proposal Selection Process.

- (1) Scope. The District may utilize design-build contracts for any public construction project for which the Board determines that use of such contracts in the best interest of the District. When letting a design-build contract, the District shall use the following procedure:
 - (a) The District shall utilize a design criteria professional meeting the requirements of Section 287.055, Florida Statutes when developing a design criteria package, evaluating the responses or bids submitted by

design-build firms, and determining compliance of the project construction with the design criteria package. The design criteria professional may be an employee of the District or may be retained using Section 4.6, Procedure Under Consultant's Competitive Negotiations Act.

- (b) A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. If the project utilizes existing plans, the design criteria professional shall create a design criteria package by supplementing the plans with project specific requirements, if any. All design criteria packages shall require firms to submit information regarding the qualifications, availability and past work of the firms, including the partners and members thereof.
- (c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals which may include, but not be limited to, based on price, technical, and design aspects of the project, weighted for the project.
- (d) After the design criteria package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited, pursuant to the design criteria by the following procedure:
 - 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. For sealed proposals, the notice shall allow for at least twenty-one (21) days, unless the Board, for good cause, determines a shorter period of time is appropriate. Any design-build project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
 - 2. The District may maintain qualifications information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small Business and Minority Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.
 - 3. In order to be eligible to submit a proposal a firm must, at the time of receipt of the proposals:

- (a) Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(h), Florida Statutes;
- (b) Hold all required applicable federal licenses in good standing, if any;
- (c) Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation;
- (d) Meet any special prequalification requirements set forth in the design criteria package.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

- (e) The Board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal. If less than three (3) proposals which meet the design criteria are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals meeting the design criteria are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
- (f) The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards, and shall establish a price which the Board determines to be fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached.

- (g) After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 - (h) The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.
- (2) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified design-build firm available at the time. The fact that an emergency purchase has occurred shall be noted in the minutes of the next Board meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, 255.20, Fla. Stat.

7.0 District Auditor Selection Procedures.

- (1) Prior to selecting an auditor to conduct the annual financial audit as required in section 218.39, Florida Statutes, the District shall use the auditor selection procedures as required under Section 218.391, Florida Statutes.

Specific Authority: s. 190.011(5), Fla. Stat.

Law Implemented: s. 218.391, Fla. Stat.

8.0 Effective Date.

These Rules shall be effective _____, 2021.

Tab 11

RESOLUTION 2022-05

**RESOLUTION OF THE BOARD OF SUPERVISORS OF
CONNERTON EAST COMMUNITY DEVELOPMENT
DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE
UNIFORM METHOD OF LEVYING, COLLECTING, AND
ENFORCING NON-AD VALOREM ASSESSMENTS
WHICH MAY BE LEVIED BY THE CONNERTON EAST
COMMUNITY DEVELOPMENT DISTRICT IN
ACCORDANCE WITH SECTIONS 197.3631 AND 197.3632,
FLORIDA STATUTES; PROVIDING A SEVERABILITY
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Connerton East Community Development District (“District”) was established pursuant to the provisions of Chapter 190, Florida Statutes, which authorizes the District to levy certain assessments which include operation and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, Florida Statutes; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Sections 197.3631 and 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Pasco County for four (4) consecutive weeks prior to such hearing.

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

SECTION 1. Connerton East Community Development District upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District’s use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District’s Secretary is authorized to provide the Property Appraiser and Tax Collector of Pasco County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 9TH DAY OF NOVEMBER, 2021.

ATTEST:

**CONNERTON EAST COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair of the Board of Supervisors

Exhibit A: Legal Description

Exhibit A

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

DESCRIPTION: A parcel of land lying in Sections 13, 24 and 25, Township 25 South, Range 18 East and in Sections 18, 19, 20, 30 and 31, Township 25 South, Range 19 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 30, also being a point on the Southerly boundary of CONNERTON VILLAGE TWO PARCEL 212, according to the plat thereof, as recorded in Plat Book 73, Pages 102 through 105 inclusive, of the Public Records of Pasco County, Florida and also being a point on the Southerly boundary of Connerton West Community Development District, as recorded in Official Records Book 5907, Page 1907, of the Public Records of Pasco County, Florida, run thence along the South boundary of the Southwest 1/4 of said Section 30, said Southerly boundary of CONNERTON VILLAGE TWO PARCEL 212 and said Southerly boundary of Connerton West Community Development District, S.89°48'21"E., 1478.31 feet to the Southeast corner of said CONNERTON VILLAGE TWO PARCEL 212 and the Southeast corner of said Connerton West Community Development District for a **POINT OF BEGINNING**; thence along the Easterly boundary of said CONNERTON VILLAGE TWO PARCEL 212 and the Easterly boundary of said Connerton West Community Development District, the following two (2) courses: 1) N.00°11'38"E., 419.17 feet; 2) N.47°48'01"W., 724.63 feet to a point on the Easterly 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 Easterly boundary of CONNERTON VILLAGE TWO PARCEL 211 and the aforesaid Easterly boundary of Connerton West Community Development District, the following three (3) courses: 1) continue N.47°48'01"W., 822.28 feet; 2) N.12°09'53"W., 442.32 feet; 3) N.39°26'15"W., 1041.21 feet; thence along the Northerly boundary of said CONNERTON VILLAGE TWO PARCEL 211, the following four (4) courses: 1) S.78°00'00"W., 241.07 feet to a point of curvature; 2) Westerly, 526.78 feet along the arc of a curve to the right having a radius of 1171.00 feet and a central angle of 25°46'28" (chord bearing N.89°06'46"W., 522.34 feet); 3) N.13°46'28"E., 142.00 feet to a point on a curve; 4) Westerly, 34.11 feet along the arc of said curve to the right having a radius of 1029.00 feet and a central angle of 01°53'56" (chord bearing N.75°16'33"W., 34.10 feet) to a point on the Southerly boundary of CONNERTON VILLAGE TWO PARCEL 218 PHASES 1C, 2B AND 3, according to the plat thereof, as recorded in Plat Book 79, Pages 26 through 35 inclusive, of the Public Records of Pasco County, Florida; thence along said Southerly boundary of CONNERTON VILLAGE TWO PARCEL 218 PHASES

1C, 2B AND 3, the following six (6) courses: 1) N.15°40'25"E., 26.00 feet to a point on a curve; 2) Easterly, 408.74 feet along the arc of said curve to the left having a radius of 1003.00 feet and a central angle of 23°20'57" (chord bearing S.86°00'04"E., 405.92 feet); 3) S.07°40'32"E., 26.00 feet to a point on a curve; 4) Easterly, 77.66 feet along the arc of said curve to the left having a radius of 1029.00 feet and a central angle of 04°19'28" (chord bearing N.80°09'44"E., 77.64 feet) to a point of tangency; 5) N.78°00'00"E., 456.74 feet to a point of curvature; 6) Northeasterly, 765.80 feet along the arc of a curve to the left having a radius of 1129.00 feet and a central angle of 38°51'49" (chord bearing N.58°34'05"E., 751.20 feet) to a point of compound curvature; thence along the Easterly boundary of said CONNERTON VILLAGE TWO PARCEL 218 PHASES 1C, 2B AND 3, the following ten (10) courses: 1) Northerly, 55.70 feet along the arc of a curve to the left having a radius of 64.00 feet and a central angle of 49°51'42" (chord bearing N.14°12'20"E., 53.95 feet) to a point of reverse curvature; 2) Northeasterly, 193.84 feet along the arc of a curve to the right having a radius of 131.00 feet and a central angle of 84°46'50" (chord bearing N.31°39'54"E., 176.63 feet) to a point of reverse curvature; 3) Northeasterly, 59.39 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of 49°18'58" (chord bearing N.49°23'50"E., 57.57 feet) to a point of compound curvature; 4) Northeasterly, 61.06 feet along the arc of a curve to the left having a radius of 1129.00 feet and a central angle of 03°05'56" (chord bearing N.23°11'23"E., 61.05 feet); 5) N.63°55'25"W., 30.09 feet to a point on a curve; 6) Northerly, 449.63 feet along the arc of said curve to the left having a radius of 1099.00 feet and a central angle of 23°26'28" (chord bearing N.09°47'54"E., 446.50 feet); 7) N.88°04'40"E., 30.00 feet to a point on a curve; 8) Northerly, 251.78 feet along the arc of said curve to the left having a radius of 1129.00 feet and a central angle of 12°46'40" (chord bearing N.08°18'40"W., 251.26 feet) to a point of tangency, said point hereinafter being referred to as **POINT "A"**; 9) N.14°42'00"W., 1816.20 feet to a point of curvature; 10) Northwesterly, 54.88 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of 45°34'23" (chord bearing N.37°29'11"W., 53.45 feet) to a point of reverse curvature; thence along the Northerly boundary of said CONNERTON VILLAGE TWO PARCEL 218 PHASES 1C, 2B AND 3, the following four (4) courses: 1) Northwesterly, 23.65 feet along the arc of a curve to the right having a radius of 131.00 feet and a central angle of 10°20'46" (chord bearing N.55°06'00"W., 23.62 feet) to a point of reverse curvature; 2) Westerly, 54.88 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of 45°34'23" (chord bearing N.72°42'49"W., 53.45 feet) to a point of tangency; 3) S.84°30'00"W., 98.95 feet to a point of curvature; 4) Westerly, 668.59 feet along the arc of a curve to the left having a radius of 2189.00 feet and a central angle of 17°30'00" (chord bearing S.75°45'00"W., 666.00 feet) to the Northerlymost corner of CONNERTON VILLAGE TWO PARCEL 218 PHASES 1A AND 2A,

according to the plat thereof, as recorded in Plat Book 78, Pages 12 through 18 inclusive, of the Public Records of Pasco County, Florida; thence along the Northerly boundary of said CONNERTON VILLAGE TWO PARCEL 218 PHASES 1A AND 2A, continue Southwesterly, 427.03 feet along the arc of said curve to the left having the same radius of 2189.00 feet and a central angle of $11^{\circ}10'38''$ (chord bearing $S.61^{\circ}24'41''W.$, 426.35 feet) to the Easterlymost corner of the right-of-way for CONNERTON BOULEVARD, as described in Special Warranty Deed, recorded in Official Records Book 8417, Page 685, of the Public Records of Pasco County, Florida; thence along the Northeasterly boundary of said right-of-way for CONNERTON BOULEVARD, $N.34^{\circ}10'38''W.$, 142.00 feet to a point on a curve on the Southerly boundary of Pasco County Parks and Recreation Department, according to Quit Claim Deed, as recorded in Official Records Book 7961, Page 1755, of the Public Records of Pasco County, Florida; thence along said Southerly boundary of Pasco County Parks and Recreation Department, according to Quit Claim Deed, as recorded in Official Records Book 7961, Page 1755, the following three (3) courses: 1) Easterly, 1166.69 feet along the arc of said curve to the right having a radius of 2331.00 feet and a central angle of $28^{\circ}40'38''$ (chord bearing $N.70^{\circ}09'41''E.$, 1154.55 feet) to a point of tangency; 2) $N.84^{\circ}30'00''E.$, 98.95 feet to a point of curvature; 3) Easterly, 26.11 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of $21^{\circ}41'02''$ (chord bearing $N.73^{\circ}39'29''E.$, 25.96 feet) to a point of compound curvature; thence along the Easterly boundary of said Pasco County Parks and Recreation Department, according to Quit Claim Deed, as recorded in Official Records Book 7961, Page 1755, the following three (3) courses: 1) Northeasterly, 38.00 feet along the arc of a curve to the left having a radius of 39.00 feet and a central angle of $55^{\circ}49'56''$ (chord bearing $N.34^{\circ}54'00''E.$, 36.52 feet) to a point of compound curvature; 2) Northerly, 26.11 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of $21^{\circ}41'02''$ (chord bearing $N.03^{\circ}51'29''W.$, 25.96 feet) to a point of tangency; 3) $N.14^{\circ}42'00''W.$, 555.28 feet; thence $S.80^{\circ}13'00''W.$, 211.20 feet; thence $N.09^{\circ}47'38''W.$, 564.14 feet to a point on the Northerly boundary of said Pasco County Parks and Recreation Department, according to Quit Claim Deed, as recorded in Official Records Book 7961, Page 1755, also being on the Southerly boundary of Pasco County Parks and Recreation Department, according to the Corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439, of the Public Records of Pasco County, Florida; thence along said Northerly boundary of Pasco County Parks and Recreation Department, according to Quit Claim Deed, as recorded in Official Records Book 7961, Page 1755 and said Southerly boundary of Pasco County Parks and Recreation Department, according to the Corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439, $N.80^{\circ}13'37''E.$, 162.78 feet to the Southeast corner of said Pasco County Parks and Recreation Department, according to the Corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page

439; thence along the Easterly boundary of said Pasco County Parks and Recreation Department, according to the corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439, N.14°42'00"W., 243.11 feet; thence N.11°28'44"E., 369.34 feet to a point on a curve; thence Northerly, 289.25 feet along the arc of a curve to the right having a radius of 325.00 feet and a central angle of 50°59'38" (chord bearing N.06°20'34"W., 279.80 feet) to a point of tangency; thence N.19°09'14"E., 270.75 feet to a point of curvature; thence Northerly, 298.85 feet along the arc of a curve to the left having a radius of 275.00 feet and a central angle of 62°15'51" (chord bearing N.11°58'41"W., 284.36 feet) to a point of tangency; thence N.43°06'37"W., 26.31 feet to a point on a curve; thence Southwesterly, 170.57 feet along the arc of a curve to the right having a radius of 1230.00 feet and a central angle of 07°56'44" (chord bearing S.52°01'38"W., 170.43 feet) to a point on the Northerly boundary of the aforesaid Pasco County Parks and Recreation Department, according to the corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439; thence along said Northerly boundary of Pasco County Parks and Recreation Department, according to the corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439, continue Southwesterly, 270.24 feet along the arc of said curve to the right having the same radius of 1230.00 feet and a central angle of 12°35'17" (chord bearing S.62°17'39"W., 269.69 feet) to the Northwest corner of said Pasco County Parks and Recreation Department, according to the corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439, also being the Northeast corner of District School Board of Pasco County, Florida, according to County Deed, as recorded in Official Records Book 9938, Page 535, of the Public Records of Pasco County, Florida; thence along the Northerly boundary of said District School Board of Pasco County, Florida, according to County Deed, as recorded in Official Records Book 9938, Page 535, the following two (2) courses: 1) continue Westerly, 155.54 feet along the arc of said curve to the right having the same radius of 1230.00 feet and a central angle of 07°14'44" (chord bearing S.72°12'37"W., 155.44 feet) to a point of tangency; 2) S.75°50'00"W., 169.35 feet to the Northwest corner of said District School Board of Pasco County, Florida, according to County Deed, as recorded in Official Records Book 9938, Page 535, also being the Southeast corner of District School Board of Pasco County, according to Warranty Deed, as recorded in Official Records Book 9938, Page 517, of the Public Records of Pasco County, Florida; thence along the Southerly boundary of said District School Board of Pasco County, according to Warranty Deed, as recorded in Official Records Book 9938, Page 517, continue S.75°50'00"W., 283.20 feet; thence N.14°10'00"W., 60.00 feet to a point on a curve; thence Northwesterly, 41.20 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 94°25'40" (chord bearing N.56°57'10"W., 36.69 feet) to a point of reverse curvature; thence Northerly, 95.05 feet along the arc of a curve to the left having a radius of

1230.00 feet and a central angle of 04°25'40" (chord bearing N.11°57'10"W., 95.03 feet) to a point of tangency; thence N.14°10'00"W., 488.11 feet to a point of curvature; thence Northeasterly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.30°50'00"E., 35.36 feet) to a point of tangency; thence N.75°50'00"E., 4.29 feet; thence N.14°10'00"W., 50.00 feet to a point on a curve; thence Northwesterly, 41.43 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 94°57'37" (chord bearing N.56°41'12"W., 36.85 feet); thence S.80°47'37"W., 60.00 feet to a point on a curve; thence Northerly, 413.32 feet along the arc of a curve to the right having a radius of 1230.00 feet and a central angle of 19°15'11" (chord bearing N.00°25'12"E., 411.38 feet) to a point of reverse curvature; thence Northerly, 155.58 feet along the arc of a curve to the left having a radius of 1170.00 feet and a central angle of 07°37'07" (chord bearing N.06°14'14"E., 155.46 feet); thence S.84°50'00"W., 24.78 feet to a point on the Southerly boundary of Southwest Florida Water Management District Preserve Part II (Revision 14), according to Special Warranty Deed, as recorded in Official Records Book 5559, Page 988, of the Public Records of Pasco County, Florida; thence along said Southerly boundary of Southwest Florida Water Management District Preserve Part II (Revision 14), the following twenty-eight (28) courses: 1) N.01°00'00"E., 525.00 feet; 2) S.74°00'00"W., 320.00 feet; 3) N.14°00'00"E., 655.00 feet; 4) N.62°00'00"W., 555.00 feet; 5) N.04°00'00"W., 645.00 feet; 6) N.04°56'50"E., 770.61 feet; 7) S.84°50'00"E., 820.00 feet; 8) S.16°50'00"E., 510.00 feet; 9) S.49°50'00"E., 525.00 feet; 10) S.88°00'00"E., 305.00 feet; 11) N.17°00'00"E., 600.00 feet; 12) N.44°50'00"E., 535.00 feet; 13) S.77°00'00"E., 540.00 feet; 14) S.89°00'00"E., 889.43 feet; 15) S.85°00'00"E., 280.00 feet; 16) S.24°00'00"E., 835.00 feet; 17) S.10°50'00"W., 445.00 feet; 18) S.19°00'00"E., 380.00 feet; 19) S.66°00'00"E., 305.00 feet; 20) S.71°50'00"E., 480.00 feet; 21) S.78°17'53"E., 511.27 feet; 22) S.18°50'00"E., 305.00 feet; 23) S.51°50'00"E., 1015.00 feet; 24) S.65°30'00"E., 320.00 feet; 25) S.81°50'00"E., 145.00 feet; 26) N.80°00'00"E., 580.00 feet; 27) N.70°00'00"E., 585.00 feet; 28) N.56°38'20"E., 498.21 feet; thence S.61°44'22"E., 262.60 feet; thence S.30°27'03"W., 334.35 feet to a point of curvature; thence Southwesterly, 778.92 feet along the arc of a curve to the right having a radius of 2071.00 feet and a central angle of 21°32'57" (chord bearing S.41°13'31"W., 774.33 feet) to a point of tangency; thence S.52°00'00"W., 550.30 feet to a point of curvature; thence Southwesterly, 648.56 feet along the arc of a curve to the left having a radius of 929.00 feet and a central angle of 40°00'00" (chord bearing S.32°00'00"W., 635.47 feet) to a point of tangency; thence S.12°00'00"W., 275.00 feet to a point of curvature; thence Southwesterly, 560.77 feet along the arc of a curve to the right having a radius of 1071.00 feet and a central angle of 30°00'00" (chord

bearing S.27°00'00"W., 554.39 feet) to a point of tangency; thence S.42°00'00"W., 530.00 feet to a point of curvature; thence Southwesterly, 798.70 feet along the arc of a curve to the left having a radius of 1929.00 feet and a central angle of 23°43'24" (chord bearing S.30°08'18"W., 793.01 feet) to a point of compound curvature; thence Southeasterly, 42.88 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 98°16'36" (chord bearing S.30°51'42"E., 37.81 feet) to a point of tangency; thence S.80°00'00"E., 900.00 feet; thence N.10°00'00"E., 815.00 feet to a point on a curve; thence Northeasterly, 481.09 feet along the arc of a curve to the left having a radius of 750.00 feet and a central angle of 36°45'08" (chord bearing N.45°33'33"E., 472.88 feet); thence N.10°00'00"E., 177.22 feet; thence S.80°00'00"E., 829.35 feet to a point of curvature; thence Easterly, 160.58 feet along the arc of a curve to the right having a radius of 970.00 feet and a central angle of 09°29'06" (chord bearing S.75°15'27"E., 160.39 feet) to a point of tangency; thence S.70°30'54"E., 23.05 feet to a point of curvature; thence Southeasterly, 40.09 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 91°53'06" (chord bearing S.24°34'21"E., 35.93 feet) to a point of tangency on the Westerly maintained right-of-way for ERHEN CUTOFF; thence along said Westerly maintained right-of-way for ERHEN CUTOFF, the following seven (7) courses: 1) S.21°22'12"W., 955.04 feet; 2) S.21°27'28"W., 117.24 feet; 3) S.21°04'46"W., 102.88 feet; 4) S.22°15'57"W., 113.00 feet; 5) S.20°23'41"W., 113.26 feet; 6) S.20°55'15"W., 422.73 feet; 7) S.20°53'43"W., 116.87 feet to a point on the South boundary of the Southwest 1/4 of the aforesaid Section 20; thence along said South boundary of the Southwest 1/4 of Section 20, N.89°55'56"W., 476.96 feet to the Northeast corner of the aforesaid Section 30; thence along the North boundary of the Northeast 1/4 of said Section 30, N.89°59'32"W., 1328.39 feet to the Northeast corner of the Northwest 1/4 of said Northeast 1/4 of Section 30; thence along the East boundary of the West 1/2 of said Northeast 1/4 of Section 30, S.00°10'26"W., 2662.96 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 30; thence along the East boundary of the West 1/2 of said Southeast 1/4 of Section 30, S.00°03'10"W., 2486.73 feet; thence S.48°16'38"E., 96.47 feet to a point on the aforesaid Westerly maintained right-of-way for ERHEN CUTOFF; thence along said Westerly maintained right-of-way for ERHEN CUTOFF, S.41°43'22"W., 108.39 feet to a point on the aforesaid East boundary of the West 1/2 of the Southeast 1/4 of Section 30; thence along said East boundary of the West 1/2 of the Southeast 1/4 of Section 30, S.00°03'10"W., 5.50 feet to the Southeast corner of the Southwest 1/4 of said Southeast 1/4 of Section 30; thence along the South boundary of said Southwest 1/4 of the Southeast 1/4 of Section 30, N.89°42'37"W., 4.88 feet to a point on the aforesaid Westerly maintained right-of-way for ERHEN CUTOFF; thence along said Westerly maintained right-of-way for ERHEN CUTOFF, S.41°43'43"W., 109.27 feet; thence

N.48°16'17"W., 120.00 feet; thence N.41°43'43"E., 3.33 feet to a point on the aforesaid South boundary of the Southwest 1/4 of the Southeast 1/4 of Section 30; thence along said South boundary of the Southwest 1/4 of the Southeast 1/4 of Section 30, N.89°42'37"W., 1154.46 feet to the Southeast corner of the aforesaid Southwest 1/4 of Section 30; thence along the aforesaid South boundary of the Southwest 1/4 of Section 30, N.89°48'21"W., 1182.80 feet to the **POINT OF BEGINNING**.

Containing 1291.878 acres, more or less.

LESS THE FOLLOWING DESCRIBED PARCEL:

From a point previously referred to as **POINT "A"**, run thence N.75°18'00"E., 132.00 feet; thence along a line lying 132.00 feet East of and parallel with the aforesaid Easterly boundary of CONNERTON VILLAGE TWO PARCEL 218 PHASES 1C, 2B AND 3, the following two (2) courses: 1) N.14°42'00"W., 609.01 feet to the **POINT OF BEGINNING** of the herein described **LESS OUT PARCEL**; 2) continue N.14°42'00"W., 1207.93 feet to a point of curvature; thence Northeasterly, 99.48 feet along the arc of a curve to the right having a radius of 60.00 feet and a central angle of 95°00'00" (chord bearing N.32°48'00"E., 88.47 feet) to a point of tangency; thence N.80°18'00"E., 92.08 feet to a point of curvature; thence Easterly, 721.09 feet along the arc of a curve to the right having a radius of 2929.00 feet and a central angle of 14°06'20" (chord bearing N.87°21'10"E., 719.27 feet) to a point of compound curvature; thence Southeasterly, 39.77 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 91°08'40" (chord bearing S.40°01'20"E., 35.71 feet) to a point of tangency; thence S.05°33'00"W., 288.07 feet to a point of curvature; thence Southwesterly, 15.71 feet along the arc of a curve to the right having a radius of 10.00 feet and a central angle of 90°00'00" (chord bearing S.50°33'00"W., 14.14 feet) to a point of tangency; thence N.84°27'00"W., 4.00 feet; thence S.05°33'00"W., 54.00 feet; thence S.84°27'00"E., 2.00 feet to a point of curvature; thence Southeasterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.39°27'00"E., 28.28 feet) to a point of tangency; thence S.05°33'00"W., 312.19 feet; thence S.85°57'50"W., 96.44 feet; thence S.27°00'00"W., 603.12 feet; thence S.75°18'00"W., 202.32 feet to the **POINT OF BEGINNING**.

Containing 17.273 acres, more or less.

ALTOGETHER containing 1274.605 acres, more or less.

Exhibit "A"

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

DESCRIPTION: A parcel of land lying in Sections 13, 24 and 25, Township 25 South, Range 18 East and in Sections 18, 19, 20, 30 and 31, Township 25 South, Range 19 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 30, also being a point on the Southerly boundary of CONNERTON VILLAGE TWO PARCEL 212, according to the plat thereof, as recorded in Plat Book 73, Pages 102 through 105 inclusive, of the Public Records of Pasco County, Florida and also being a point on the Southerly boundary of Connerton West Community Development District, as recorded in Official Records Book 5907, Page 1907, of the Public Records of Pasco County, Florida, run thence along the South boundary of the Southwest 1/4 of said Section 30, said Southerly boundary of CONNERTON VILLAGE TWO PARCEL 212 and said Southerly boundary of Connerton West Community Development District, S.89°48'21"E., 1478.31 feet to the Southeast corner of said CONNERTON VILLAGE TWO PARCEL 212 and the Southeast corner of said Connerton West Community Development District for a **POINT OF BEGINNING**; thence along the Easterly boundary of said CONNERTON VILLAGE TWO PARCEL 212 and the Easterly boundary of said Connerton West Community Development District, the following two (2) courses: 1) N.00°11'38"E., 419.17 feet; 2) N.47°48'01"W., 724.63 feet to a point on the Easterly 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 Easterly boundary of CONNERTON VILLAGE TWO PARCEL 211 and the aforesaid Easterly boundary of Connerton West Community Development District, the following three (3) courses: 1) continue N.47°48'01"W., 822.28 feet; 2) N.12°09'53"W., 442.32 feet; 3) N.39°26'15"W., 1041.21 feet; thence along the Northerly boundary of said CONNERTON VILLAGE TWO PARCEL 211, the following four (4) courses: 1) S.78°00'00"W., 241.07 feet to a point of curvature; 2) Westerly, 526.78 feet along the arc of a curve to the right having a radius of 1171.00 feet and a central angle of 25°46'28" (chord bearing N.89°06'46"W., 522.34 feet); 3) N.13°46'28"E., 142.00 feet to a point on a curve; 4) Westerly, 34.11 feet along the arc of said curve to the right having a radius of 1029.00 feet and a central angle of 01°53'56" (chord bearing N.75°16'33"W., 34.10 feet) to a point on the Southerly boundary of CONNERTON VILLAGE TWO PARCEL 218 PHASES 1C, 2B AND 3, according to the plat thereof, as recorded in Plat Book 79, Pages 26 through 35 inclusive, of the Public Records of Pasco County, Florida; thence along said Southerly boundary of CONNERTON VILLAGE TWO PARCEL 218 PHASES 1C, 2B AND 3, the following six (6) courses: 1) N.15°40'25"E., 26.00 feet to

a point on a curve; 2) Easterly, 408.74 feet along the arc of said curve to the left having a radius of 1003.00 feet and a central angle of $23^{\circ}20'57''$ (chord bearing $S.86^{\circ}00'04''E.$, 405.92 feet); 3) $S.07^{\circ}40'32''E.$, 26.00 feet to a point on a curve; 4) Easterly, 77.66 feet along the arc of said curve to the left having a radius of 1029.00 feet and a central angle of $04^{\circ}19'28''$ (chord bearing $N.80^{\circ}09'44''E.$, 77.64 feet) to a point of tangency; 5) $N.78^{\circ}00'00''E.$, 456.74 feet to a point of curvature; 6) Northeasterly, 765.80 feet along the arc of a curve to the left having a radius of 1129.00 feet and a central angle of $38^{\circ}51'49''$ (chord bearing $N.58^{\circ}34'05''E.$, 751.20 feet) to a point of compound curvature; thence along the Easterly boundary of said CONNERTON VILLAGE TWO PARCEL 218 PHASES 1C, 2B AND 3, the following ten (10) courses: 1) Northerly, 55.70 feet along the arc of a curve to the left having a radius of 64.00 feet and a central angle of $49^{\circ}51'42''$ (chord bearing $N.14^{\circ}12'20''E.$, 53.95 feet) to a point of reverse curvature; 2) Northeasterly, 193.84 feet along the arc of a curve to the right having a radius of 131.00 feet and a central angle of $84^{\circ}46'50''$ (chord bearing $N.31^{\circ}39'54''E.$, 176.63 feet) to a point of reverse curvature; 3) Northeasterly, 59.39 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of $49^{\circ}18'58''$ (chord bearing $N.49^{\circ}23'50''E.$, 57.57 feet) to a point of compound curvature; 4) Northeasterly, 61.06 feet along the arc of a curve to the left having a radius of 1129.00 feet and a central angle of $03^{\circ}05'56''$ (chord bearing $N.23^{\circ}11'23''E.$, 61.05 feet); 5) $N.63^{\circ}55'25''W.$, 30.09 feet to a point on a curve; 6) Northerly, 449.63 feet along the arc of said curve to the left having a radius of 1099.00 feet and a central angle of $23^{\circ}26'28''$ (chord bearing $N.09^{\circ}47'54''E.$, 446.50 feet); 7) $N.88^{\circ}04'40''E.$, 30.00 feet to a point on a curve; 8) Northerly, 251.78 feet along the arc of said curve to the left having a radius of 1129.00 feet and a central angle of $12^{\circ}46'40''$ (chord bearing $N.08^{\circ}18'40''W.$, 251.26 feet) to a point of tangency, said point hereinafter being referred to as **POINT "A"**; 9) $N.14^{\circ}42'00''W.$, 1816.20 feet to a point of curvature; 10) Northwesterly, 54.88 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of $45^{\circ}34'23''$ (chord bearing $N.37^{\circ}29'11''W.$, 53.45 feet) to a point of reverse curvature; thence along the Northerly boundary of said CONNERTON VILLAGE TWO PARCEL 218 PHASES 1C, 2B AND 3, the following four (4) courses: 1) Northwesterly, 23.65 feet along the arc of a curve to the right having a radius of 131.00 feet and a central angle of $10^{\circ}20'46''$ (chord bearing $N.55^{\circ}06'00''W.$, 23.62 feet) to a point of reverse curvature; 2) Westerly, 54.88 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of $45^{\circ}34'23''$ (chord bearing $N.72^{\circ}42'49''W.$, 53.45 feet) to a point of tangency; 3) $S.84^{\circ}30'00''W.$, 98.95 feet to a point of curvature; 4) Westerly, 668.59 feet along the arc of a curve to the left having a radius of 2189.00 feet and a central angle of $17^{\circ}30'00''$ (chord bearing $S.75^{\circ}45'00''W.$, 666.00 feet) to the Northerlymost corner of CONNERTON VILLAGE TWO PARCEL 218 PHASES 1A AND 2A,

according to the plat thereof, as recorded in Plat Book 78, Pages 12 through 18 inclusive, of the Public Records of Pasco County, Florida; thence along the Northerly boundary of said CONNERTON VILLAGE TWO PARCEL 218 PHASES 1A AND 2A, continue Southwesterly, 427.03 feet along the arc of said curve to the left having the same radius of 2189.00 feet and a central angle of $11^{\circ}10'38''$ (chord bearing $S.61^{\circ}24'41''W.$, 426.35 feet) to the Easterlymost corner of the right-of-way for CONNERTON BOULEVARD, as described in Special Warranty Deed, recorded in Official Records Book 8417, Page 685, of the Public Records of Pasco County, Florida; thence along the Northeasterly boundary of said right-of-way for CONNERTON BOULEVARD, $N.34^{\circ}10'38''W.$, 142.00 feet to a point on a curve on the Southerly boundary of Pasco County Parks and Recreation Department, according to Quit Claim Deed, as recorded in Official Records Book 7961, Page 1755, of the Public Records of Pasco County, Florida; thence along said Southerly boundary of Pasco County Parks and Recreation Department, according to Quit Claim Deed, as recorded in Official Records Book 7961, Page 1755, the following three (3) courses: 1) Easterly, 1166.69 feet along the arc of said curve to the right having a radius of 2331.00 feet and a central angle of $28^{\circ}40'38''$ (chord bearing $N.70^{\circ}09'41''E.$, 1154.55 feet) to a point of tangency; 2) $N.84^{\circ}30'00''E.$, 98.95 feet to a point of curvature; 3) Easterly, 26.11 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of $21^{\circ}41'02''$ (chord bearing $N.73^{\circ}39'29''E.$, 25.96 feet) to a point of compound curvature; thence along the Easterly boundary of said Pasco County Parks and Recreation Department, according to Quit Claim Deed, as recorded in Official Records Book 7961, Page 1755, the following three (3) courses: 1) Northeasterly, 38.00 feet along the arc of a curve to the left having a radius of 39.00 feet and a central angle of $55^{\circ}49'56''$ (chord bearing $N.34^{\circ}54'00''E.$, 36.52 feet) to a point of compound curvature; 2) Northerly, 26.11 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of $21^{\circ}41'02''$ (chord bearing $N.03^{\circ}51'29''W.$, 25.96 feet) to a point of tangency; 3) $N.14^{\circ}42'00''W.$, 555.28 feet; thence $S.80^{\circ}13'00''W.$, 211.20 feet; thence $N.09^{\circ}47'38''W.$, 564.14 feet to a point on the Northerly boundary of said Pasco County Parks and Recreation Department, according to Quit Claim Deed, as recorded in Official Records Book 7961, Page 1755, also being on the Southerly boundary of Pasco County Parks and Recreation Department, according to the Corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439, of the Public Records of Pasco County, Florida; thence along said Northerly boundary of Pasco County Parks and Recreation Department, according to Quit Claim Deed, as recorded in Official Records Book 7961, Page 1755 and said Southerly boundary of Pasco County Parks and Recreation Department, according to the Corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439, $N.80^{\circ}13'37''E.$, 162.78 feet to the Southeast corner of said Pasco County Parks and Recreation Department, according to the

Corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439; thence along the Easterly boundary of said Pasco County Parks and Recreation Department, according to the corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439, N.14°42'00"W., 243.11 feet; thence N.11°28'44"E., 369.34 feet to a point on a curve; thence Northerly, 289.25 feet along the arc of a curve to the right having a radius of 325.00 feet and a central angle of 50°59'38" (chord bearing N.06°20'34"W., 279.80 feet) to a point of tangency; thence N.19°09'14"E., 270.75 feet to a point of curvature; thence Northerly, 298.85 feet along the arc of a curve to the left having a radius of 275.00 feet and a central angle of 62°15'51" (chord bearing N.11°58'41"W., 284.36 feet) to a point of tangency; thence N.43°06'37"W., 26.31 feet to a point on a curve; thence Southwesterly, 170.57 feet along the arc of a curve to the right having a radius of 1230.00 feet and a central angle of 07°56'44" (chord bearing S.52°01'38"W., 170.43 feet) to a point on the Northerly boundary of the aforesaid Pasco County Parks and Recreation Department, according to the corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439; thence along said Northerly boundary of Pasco County Parks and Recreation Department, according to the corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439, continue Southwesterly, 270.24 feet along the arc of said curve to the right having the same radius of 1230.00 feet and a central angle of 12°35'17" (chord bearing S.62°17'39"W., 269.69 feet) to the Northwest corner of said Pasco County Parks and Recreation Department, according to the corrected Quit Claim Deed, as recorded in Official Records Book 7939, Page 439, also being the Northeast corner of District School Board of Pasco County, Florida, according to County Deed, as recorded in Official Records Book 9938, Page 535, of the Public Records of Pasco County, Florida; thence along the Northerly boundary of said District School Board of Pasco County, Florida, according to County Deed, as recorded in Official Records Book 9938, Page 535, the following two (2) courses: 1) continue Westerly, 155.54 feet along the arc of said curve to the right having the same radius of 1230.00 feet and a central angle of 07°14'44" (chord bearing S.72°12'37"W., 155.44 feet) to a point of tangency; 2) S.75°50'00"W., 169.35 feet to the Northwest corner of said District School Board of Pasco County, Florida, according to County Deed, as recorded in Official Records Book 9938, Page 535, also being the Southeast corner of District School Board of Pasco County, according to Warranty Deed, as recorded in Official Records Book 9938, Page 517, of the Public Records of Pasco County, Florida; thence along the Southerly boundary of said District School Board of Pasco County, according to Warranty Deed, as recorded in Official Records Book 9938, Page 517, continue S.75°50'00"W., 283.20 feet; thence N.14°10'00"W., 60.00 feet to a point on a curve; thence Northwesterly, 41.20 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 94°25'40" (chord bearing

N.56°57'10"W., 36.69 feet) to a point of reverse curvature; thence Northerly, 95.05 feet along the arc of a curve to the left having a radius of 1230.00 feet and a central angle of 04°25'40" (chord bearing N.11°57'10"W., 95.03 feet) to a point of tangency; thence N.14°10'00"W., 488.11 feet to a point of curvature; thence Northeasterly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.30°50'00"E., 35.36 feet) to a point of tangency; thence N.75°50'00"E., 4.29 feet; thence N.14°10'00"W., 50.00 feet to a point on a curve; thence Northwesterly, 41.43 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 94°57'37" (chord bearing N.56°41'12"W., 36.85 feet); thence S.80°47'37"W., 60.00 feet to a point on a curve; thence Northerly, 413.32 feet along the arc of a curve to the right having a radius of 1230.00 feet and a central angle of 19°15'11" (chord bearing N.00°25'12"E., 411.38 feet) to a point of reverse curvature; thence Northerly, 155.58 feet along the arc of a curve to the left having a radius of 1170.00 feet and a central angle of 07°37'07" (chord bearing N.06°14'14"E., 155.46 feet); thence S.84°50'00"W., 24.78 feet to a point on the Southerly boundary of Southwest Florida Water Management District Preserve Part II (Revision 14), according to Special Warranty Deed, as recorded in Official Records Book 5559, Page 988, of the Public Records of Pasco County, Florida; thence along said Southerly boundary of Southwest Florida Water Management District Preserve Part II (Revision 14), the following twenty-eight (28) courses: 1) N.01°00'00"E., 525.00 feet; 2) S.74°00'00"W., 320.00 feet; 3) N.14°00'00"E., 655.00 feet; 4) N.62°00'00"W., 555.00 feet; 5) N.04°00'00"W., 645.00 feet; 6) N.04°56'50"E., 770.61 feet; 7) S.84°50'00"E., 820.00 feet; 8) S.16°50'00"E., 510.00 feet; 9) S.49°50'00"E., 525.00 feet; 10) S.88°00'00"E., 305.00 feet; 11) N.17°00'00"E., 600.00 feet; 12) N.44°50'00"E., 535.00 feet; 13) S.77°00'00"E., 540.00 feet; 14) S.89°00'00"E., 889.43 feet; 15) S.85°00'00"E., 280.00 feet; 16) S.24°00'00"E., 835.00 feet; 17) S.10°50'00"W., 445.00 feet; 18) S.19°00'00"E., 380.00 feet; 19) S.66°00'00"E., 305.00 feet; 20) S.71°50'00"E., 480.00 feet; 21) S.78°17'53"E., 511.27 feet; 22) S.18°50'00"E., 305.00 feet; 23) S.51°50'00"E., 1015.00 feet; 24) S.65°30'00"E., 320.00 feet; 25) S.81°50'00"E., 145.00 feet; 26) N.80°00'00"E., 580.00 feet; 27) N.70°00'00"E., 585.00 feet; 28) N.56°38'20"E., 498.21 feet; thence S.61°44'22"E., 262.60 feet; thence S.30°27'03"W., 334.35 feet to a point of curvature; thence Southwesterly, 778.92 feet along the arc of a curve to the right having a radius of 2071.00 feet and a central angle of 21°32'57" (chord bearing S.41°13'31"W., 774.33 feet) to a point of tangency; thence S.52°00'00"W., 550.30 feet to a point of curvature; thence Southwesterly, 648.56 feet along the arc of a curve to the left having a radius of 929.00 feet and a central angle of 40°00'00" (chord bearing S.32°00'00"W., 635.47

feet) to a point of tangency; thence S.12°00'00"W., 275.00 feet to a point of curvature; thence Southwesterly, 560.77 feet along the arc of a curve to the right having a radius of 1071.00 feet and a central angle of 30°00'00" (chord bearing S.27°00'00"W., 554.39 feet) to a point of tangency; thence S.42°00'00"W., 530.00 feet to a point of curvature; thence Southwesterly, 798.70 feet along the arc of a curve to the left having a radius of 1929.00 feet and a central angle of 23°43'24" (chord bearing S.30°08'18"W., 793.01 feet) to a point of compound curvature; thence Southeasterly, 42.88 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 98°16'36" (chord bearing S.30°51'42"E., 37.81 feet) to a point of tangency; thence S.80°00'00"E., 900.00 feet; thence N.10°00'00"E., 815.00 feet to a point on a curve; thence Northeasterly, 481.09 feet along the arc of a curve to the left having a radius of 750.00 feet and a central angle of 36°45'08" (chord bearing N.45°33'33"E., 472.88 feet); thence N.10°00'00"E., 177.22 feet; thence S.80°00'00"E., 829.35 feet to a point of curvature; thence Easterly, 160.58 feet along the arc of a curve to the right having a radius of 970.00 feet and a central angle of 09°29'06" (chord bearing S.75°15'27"E., 160.39 feet) to a point of tangency; thence S.70°30'54"E., 23.05 feet to a point of curvature; thence Southeasterly, 40.09 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 91°53'06" (chord bearing S.24°34'21"E., 35.93 feet) to a point of tangency on the Westerly maintained right-of-way for ERHEN CUTOFF; thence along said Westerly maintained right-of-way for ERHEN CUTOFF, the following seven (7) courses: 1) S.21°22'12"W., 955.04 feet; 2) S.21°27'28"W., 117.24 feet; 3) S.21°04'46"W., 102.88 feet; 4) S.22°15'57"W., 113.00 feet; 5) S.20°23'41"W., 113.26 feet; 6) S.20°55'15"W., 422.73 feet; 7) S.20°53'43"W., 116.87 feet to a point on the South boundary of the Southwest 1/4 of the aforesaid Section 20; thence along said South boundary of the Southwest 1/4 of Section 20, N.89°55'56"W., 476.96 feet to the Northeast corner of the aforesaid Section 30; thence along the North boundary of the Northeast 1/4 of said Section 30, N.89°59'32"W., 1328.39 feet to the Northeast corner of the Northwest 1/4 of said Northeast 1/4 of Section 30; thence along the East boundary of the West 1/2 of said Northeast 1/4 of Section 30, S.00°10'26"W., 2662.96 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 30; thence along the East boundary of the West 1/2 of said Southeast 1/4 of Section 30, S.00°03'10"W., 2486.73 feet; thence S.48°16'38"E., 96.47 feet to a point on the aforesaid Westerly maintained right-of-way for ERHEN CUTOFF; thence along said Westerly maintained right-of-way for ERHEN CUTOFF, S.41°43'22"W., 108.39 feet to a point on the aforesaid East boundary of the West 1/2 of the Southeast 1/4 of Section 30; thence along said East boundary of the West 1/2 of the Southeast 1/4 of Section 30, S.00°03'10"W., 5.50 feet to the Southeast corner of the Southwest 1/4 of said Southeast 1/4 of Section 30; thence along the South

boundary of said Southwest 1/4 of the Southeast 1/4 of Section 30, N.89°42'37"W., 4.88 feet to a point on the aforesaid Westerly maintained right-of-way for ERHEN CUTOFF; thence along said Westerly maintained right-of-way for ERHEN CUTOFF, S.41°43'43"W., 109.27 feet; thence N.48°16'17"W., 120.00 feet; thence N.41°43'43"E., 3.33 feet to a point on the aforesaid South boundary of the Southwest 1/4 of the Southeast 1/4 of Section 30; thence along said South boundary of the Southwest 1/4 of the Southeast 1/4 of Section 30, N.89°42'37"W., 1154.46 feet to the Southeast corner of the aforesaid Southwest 1/4 of Section 30; thence along the aforesaid South boundary of the Southwest 1/4 of Section 30, N.89°48'21"W., 1182.80 feet to the **POINT OF BEGINNING**.

Containing 1291.878 acres, more or less.

LESS THE FOLLOWING DESCRIBED PARCEL:

From a point previously referred to as **POINT "A"**, run thence N.75°18'00"E., 132.00 feet; thence along a line lying 132.00 feet East of and parallel with the aforesaid Easterly boundary of CONNERTON VILLAGE TWO PARCEL 218 PHASES 1C, 2B AND 3, the following two (2) courses: 1) N.14°42'00"W., 609.01 feet to the **POINT OF BEGINNING** of the herein described **LESS OUT PARCEL**; 2) continue N.14°42'00"W., 1207.93 feet to a point of curvature; thence Northeasterly, 99.48 feet along the arc of a curve to the right having a radius of 60.00 feet and a central angle of 95°00'00" (chord bearing N.32°48'00"E., 88.47 feet) to a point of tangency; thence N.80°18'00"E., 92.08 feet to a point of curvature; thence Easterly, 721.09 feet along the arc of a curve to the right having a radius of 2929.00 feet and a central angle of 14°06'20" (chord bearing N.87°21'10"E., 719.27 feet) to a point of compound curvature; thence Southeasterly, 39.77 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 91°08'40" (chord bearing S.40°01'20"E., 35.71 feet) to a point of tangency; thence S.05°33'00"W., 288.07 feet to a point of curvature; thence Southwesterly, 15.71 feet along the arc of a curve to the right having a radius of 10.00 feet and a central angle of 90°00'00" (chord bearing S.50°33'00"W., 14.14 feet) to a point of tangency; thence N.84°27'00"W., 4.00 feet; thence S.05°33'00"W., 54.00 feet; thence S.84°27'00"E., 2.00 feet to a point of curvature; thence Southeasterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.39°27'00"E., 28.28 feet) to a point of tangency; thence S.05°33'00"W., 312.19 feet; thence S.85°57'50"W., 96.44 feet; thence S.27°00'00"W., 603.12 feet; thence S.75°18'00"W., 202.32 feet to the **POINT OF BEGINNING**.

Containing 17.273 acres, more or less.

ALTOGETHER containing 1274.605 acres, more or less.

AMI-LCF-CV-010

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WFS

January 13, 2021

VBR

(Revised) February 12, 2021

Tab 12

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING ON THE DISTRICT'S ESTABLISHMENT AND ENDING SEPTEMBER 30, 2021 AND THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted to the Board of Supervisors (“**Board**”) of the Connerton East Community Development District (“**District**”) a proposed budget for the fiscal year beginning upon the District’s establishment and ending September 30, 2021 (“**Fiscal Year 2021**”) and a proposed budget for the fiscal year beginning on October 1, 2021 and ending on September 30, 2022 (“**Fiscal Year 2022**”, collectively with the Fiscal Year 2021, the “**Proposed Budgets**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

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

WHEREAS, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the District Manager posted the Proposed Budgets on the District’s website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

WHEREAS, the Board is required to adopt a resolution approving a budget for the Fiscal Year 2021, and for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the current fiscal year and the ensuing fiscal year pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the Proposed Budgets projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year; and

WHEREAS, **Lennar Homes, LLC** (“**Developer**”), as the developer of certain lands within the District, has agreed to fund the FY 2021 and FY 2022 Budgets as shown in the revenues line item of the FY 2021 and FY 2022 Budgets pursuant to a budget funding agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Budget

- a. That the Board has reviewed the Proposed Budgets, copies of which are on file with the office of the District Manager and at the District's records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budgets as amended by the Board attached hereto as **Composite Exhibit A**, are hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2021 and/or revised projections for fiscal year 2022.
- c. That the adopted budgets, as amended, shall be maintained in the office of the District Manager and at the District's records office and identified as "The Budget for the Connerton East Community Development District beginning upon the District's establishment and ending September 30, 2021" and "The Budget for the Connerton East Community Development District for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022".
- d. The final adopted budgets shall be posted by the District Manager on the District's website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District the following:

- a. For the fiscal year beginning upon the District's establishment and ending September 30, 2021, the sum of \$17,350.00, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year; and
- b. For the fiscal year beginning October 1, 2021, and ending September 30, 2022, the sum of \$285,000.00 which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year.

Section 3. Budget Amendments. Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt

of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District's website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

Section 4. Approving the Form of a Budget Funding Agreement with Developer. The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.

Section 5. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED THIS 9TH DAY OF NOVEMBER, 2021.

ATTEST:

**CONNERTON EAST COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair of the Board of Supervisors

Exhibit A: FY 2021-2022 Adopted Budget

Exhibit B: Form of Budget Funding Agreement with Developer

**Proposed Budget
Connerton East Community Development District
General Fund
Fiscal Year 2020/2021**

Chart of Accounts Classification	Budget for 2020/2021
REVENUES	
Contributions & Donations from Private Sources	
Developer Contributions	\$ 17,350
TOTAL REVENUES	\$ 17,350
EXPENDITURES - ADMINISTRATIVE	
Financial & Administrative	
Administrative Services	\$ 350
District Management	\$ 1,600
District Engineer	\$ 2,500
Accounting Services	\$ 1,250
Miscellaneous Mailings	\$ 2,500
Public Officials Liability Insurance	\$ 750
Legal Advertising	\$ 150
Legal Counsel	
District Counsel	\$ 2,500
Administrative Subtotal	\$ 11,600
EXPENDITURES - FIELD OPERATIONS	
Other Physical Environment	
General Liability Insurance	\$ 750
Contingency	
Miscellaneous Contingency	\$ 5,000
Field Operations Subtotal	\$ 5,750
TOTAL EXPENDITURES	\$ 17,350
EXCESS OF REVENUES OVER EXPENDITURES	\$ -

**Proposed Budget
Connerton East Community Development District
General Fund
Fiscal Year 2021/2022**

Chart of Accounts Classification	Budget for 2021/2022
REVENUES	
Contributions & Donations from Private Sources	
Developer Contributions	\$ 285,000
TOTAL REVENUES	\$ 285,000
EXPENDITURES - ADMINISTRATIVE	
Financial & Administrative	
Administrative Services	\$ 4,200
District Management	\$ 21,000
District Engineer	\$ 15,000
Disclosure Report	\$ 5,000
Trustee Fees	\$ 5,000
Assessment Roll	\$ 5,000
Financial & Revenue Collections	\$ 3,600
Accounting Services	\$ 19,200
Auditing Services	\$ 5,000
Arbitrage Rebate Calculation	\$ 500
Miscellaneous Mailings	\$ 2,500
Public Officials Liability Insurance	\$ 5,000
Legal Advertising	\$ 2,500
Dues, Licenses and Fees	\$ 175
Miscellaneous Fees	\$ 1,325
Website Hosting & Maintenance	\$ 5,000
Legal Counsel	
District Counsel	\$ 15,000
Administrative Subtotal	\$ 115,000
EXPENDITURES - FIELD OPERATIONS	
Electric Utility Services	
Utility Services	\$ 5,000
Street Lights	\$ 20,000
Utility-Irrigation	\$ 5,000
Water-Sewer Combination Services	
Utility - Reclaimed	\$ 5,000
Stormwater Control	
Aquatic Maintenance	\$ 10,000
Other Physical Environment	
General Liability Insurance	\$ 5,000
Property Insurance	\$ 5,000
Landscape Maintenance	\$ 50,000
Irrigation Maintenance	\$ 10,000
Miscellaneous Expense	\$ 5,000
Contingency	
Miscellaneous Contingency	\$ 50,000
Field Operations Subtotal	\$ 170,000
TOTAL EXPENDITURES	\$ 285,000
EXCESS OF REVENUES OVER EXPENDITURES	\$ -

FY 2021 and FY 2022 Budget Funding Agreement
(Connerton East Community Development District)

This FY 2021 and FY 2022 Budget Funding Agreement (this “**Agreement**”) is made and entered into as of November 9, 2021, between the **Connerton East Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the “**District**”), whose mailing address is **Lennar Homes, LLC**, a Florida limited liability company and (the “**Developer**”), whose mailing address is 4600 W. Cypress Street, Suite 200, Tampa, Florida 33602.

Recitals

WHEREAS, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is adopting its budget for fiscal year beginning August 25, 2021 (the effective date of establishment of the District) and ending September 30, 2021 (the “**FY 2021 Budget**”) and its budget for the fiscal year beginning October 1, 2021 and ending on September 30, 2022, (the “**FY 2022 Budget**”, together with the FY 2021 Budget, the “**FY 2021 & 2022 Budgets**”) as attached hereto as **Exhibit A and Exhibit B, respectively**;

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2021 & 2022 Budgets, and/or utilizing such other revenue sources as may be available to it;

WHEREAS, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its activities as described the FY 2021 & 2022 Budgets so long as payment is timely provided;

WHEREAS, the Developer presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the “**Property**”);

WHEREAS, the Developer agrees that the activities of the District described in the FY 2021 & 2022 Budgets provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2021 & 2022 Budgets; and

WHEREAS, the Developer has agreed to enter into this Agreement in addition to the non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2021 & 2022 Budgets.

Operative Provisions

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

- 1. Funding Obligations.** From time to time during the 2021 and 2022 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to **\$17,350.00** in accordance with the FY 2021 Budget and **\$285,000.00** in accordance with the FY 2022 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.
- 2. FY 2021 & 2022 Budget Revisions.** The District and Developer agree that the FY 2021 & 2022 Budgets shall be revised at the end of each fiscal year to reflect the actual expenditures of the District

for the period beginning on August 25 2021 (the effective date of the establishment of the District) and ending on September 30, 2021 for the FY 2021 Budget and October 1, 2021 and ending on September 30, 2022 for the FY 2022 Budget. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2021 & 2022 Budgets. However, if the actual expenditures of the District are less than the amount shown in the FY 2021 & 2022 Budgets, the Developer's funding obligations under this Agreement shall be reduced by those amounts, respectively.

3. Right to Lien Property.

- a. The District shall have the right to file a continuing lien (“**Lien**”) upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys’ fees, paralegals’ fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer’s rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.
- b. The Lien shall be effective as of the date and time of the recording of a “Notice of Lien for the FY 2021 Budget” and/or “Notice of Lien for the FY 2022 Budget” in the public records of Pasco County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
- c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager’s direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.

4. Default. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of the Developer’s payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.

5. Enforcement and Attorney Fees. In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney’s fees and costs, from the non-prevailing party.

6. Governing Law and Venue. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in Pasco County, Florida.

7. Interpretation. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement 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 the doubtful language will not be interpreted or construed against any party.

8. Termination of Agreement. The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2022 fiscal year on September 30, 2022. The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

- 9. **Third Parties.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
- 10. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
- 11. **Assignment.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
- 12. **Authority.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- 13. **Entire Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Connerton East Community
Development District**

Name: _____
Chair/Vice-Chair of the Board of Supervisors

Lennar Homes, LLC,
a Florida limited liability company

Name: _____
Title: _____

Exhibit A: FY 2021 Budget
Exhibit B: FY 2022 Budget