



Rizzetta & Company

# Connerton East Community Development District

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**Board of Supervisors' Meeting**

**February 13, 2024**

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

**[Connertoneastcdd.org](http://Connertoneastcdd.org)**

# CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

Residence Inn by Marriott Tampa located at 2101 Northpointe Parkway, Lutz, FL 33588  
[www.connertoneastcdd.org](http://www.connertoneastcdd.org)

## District Board of Supervisors

Kelly Evans	Chair
Lori Campagna	Vice Chair
Paulo Beckert	Assistant Secretary
Chris Smith	Assistant Secretary
Charlie Peterson	Assistant Secretary

**District Manager** Debby Wallace Rizzetta & Company, Inc.

**District Counsel** John Vericker Straley, Robin & Vericker

**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

February 8, 2024

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

## REVISED AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Connerton East Community Development District will be held on February 13, 2024 at 9:00 a.m., at the Residence Inn by Marriott Tampa located at 2101 Northpointe Parkway, Lutz, Florida 33588. The following is the revised agenda for the meeting:

### **BOS MEETING:**

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of Regular Board of Supervisors Meeting Minutes for January 9, 2024..... Tab 1
  - B. Ratification of Operation & Maintenance Expenditures for December 2023..... Tab 2
- 4. BUSINESS ITEMS**
  - A. Consideration of Street Light Agreements..... Tab 3
  - B. Consideration of WREC Street Light Deposit Agreement..... Tab 4**
  - C. Consideration of Streetleaf SNDA Agreements..... Tab 5
  - D. Acceptance of Charter School Easement (under separate cover)
  - E. Consideration of Towing Proposal ..... Tab 6
  - F. Ratification of Landscape Proposal for Dog Park ..... Tab 7
  - G. Consideration of Resolution 2024-01; Golf Cart Policy..... Tab 8
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Aquatic Report ..... Tab 9
  - D. District Manager ..... Tab 10
    - i. Presentation of Website Compliance Report ..... Tab 11
- 6. SUPERVISOR REQUESTS**
- 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  
Regional 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 regular Meeting of the Board of Supervisors of Connerton East Community Development District was held on **Tuesday, January 9, 2024, 9:00 a.m.** at the Residence Inn by Marriott Tampa at 2101 Northpointe Parkway, Lutz, Florida 33588.

Present and constituting a quorum:

Kelly Evans	<b>Board of Supervisor, Chairman</b>
Lori Campagna	<b>Board Supervisor, Vice-Chair</b>
Paulo Beckert	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Debby Wallace	<b>District Manager, Rizzetta &amp; Company</b>
Wesley Elias	<b>District Manager, Rizzetta &amp; Company</b>

Audience	<b>None</b>
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**FIRST ORDER OF BUSINESS** **Call to Order**

Mr. Elias called the meeting to order at 9:00 a.m. confirming a quorum for the meeting.

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

Audience members were present with no comments.

**THIRD ORDER OF BUSINESS** **Consideration of Regular Board of Supervisors Meeting Minutes for November 14, 2023**

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors approved the Regular Meeting Minutes for November 14, 2023, as presented, for the Connerton East Community Development District.
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**FOURTH ORDER OF BUSINESS** **Ratification of Operation and**

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**Maintenance Expenditures for October  
& November 2023**

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors ratified the Operation & Maintenance Expenditures October 2023 (\$22,735.15) and November 2023 (\$24,787.70), for the Connerton East Community Development District

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**FIFTH ORDER OF BUSINESS**

**Ratification of Fiscal Year 2022 Audit**

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, The Board of Supervisors ratified the Fiscal Year 2022 Audit, for the Connerton East Community Development District.

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**SIXTH ORDER OF BUSINESS**

**Consideration of Addendum Adding  
Doggie Stations**

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors approved the Addendum for adding Doggie Stations, for the Connerton East Community Development District.

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**SEVENTH ORDER OF BUSINESS**

**Ratification of Solar Lease Addendums**

On a Motion by Ms. Campagna, seconded by Ms. Evans, with all in favor, the Board of Supervisors ratified the Solar Lease Addendums, for the Connerton Community Development District.

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**EIGHTH ORDER OF BUSINESS**

**Acceptance of Charter School  
Easement (under separate cover)**

This item was tabled.

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**NINTH ORDER OF BUSINESS**

**STAFF REPORTS**

**A. District Counsel**

Due to storm, conference call was not working and Counsel was unable to call in.

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**B. District Engineer**

Not present.

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**C. Aquatic Report**

The Board reviewed the Aquatic Report.

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81 **D. District Manager Report**

82 Ms. Wallace reminded the Board of Supervisors that the next meeting is scheduled  
83 for February 13, 2024, at 5:00 p.m., at Residence Inn by Marriott Tampa at 2101  
84 Northpointe Parkway, Lutz, Florida 33588.

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86 **TENTH ORDER OF BUSINESS**

**Supervisor Requests**

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88 Ms. Evans stated the 4.1 walk through is schedule for next week.

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90 District Counsel to draft an encroachment agreement/policy for residents who  
91 want to access CDD property to build a pool.

92 **ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On a motion from Ms. Campagna, seconded by Ms. Evans, the Board approved to adjourn the meeting at 9.17 a.m. for the Connerton East Community Development District.

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

\_\_\_\_\_  
Chairman / Vice-Chairman



## **Tab 2**

# CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

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District Office · Wesley Chapel, Florida · (904) 436-6270

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

## Operation and Maintenance Expenditures December 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2023 through December 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:       **\$41,370.70**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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

## Connerton East Community Development District

### Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Alec Morris	100186	AM020123 563	Board of Supervisors Meeting 02/01/23	\$ 200.00
Berger, Toombs, Elam, Gaines & Frank CPA	100184	364641	Audit Services FYE 09/30/22	\$ 4,275.00
Christopher Smith	100187	CS050923-563	Board of Supervisors Meeting 05/09/23	\$ 200.00
Egis Insurance Advisors, LLC	100194	20806	Insurance Policy Renewal Acct#100123839 10/01/2023-10/01/2024	\$ 6,573.00
Egis Insurance Advisors, LLC	100195	20807	Insurance Policy Renewal Acct#100123839 10/01/2023-10/01/2024	\$ 3,899.00
Gig Fiber, LLC	100193	2124	Solar Light Lease 12/23	\$ 2,450.00
Gig Fiber, LLC	100196	2125	Solar Light Lease 12/23	\$ 2,650.00
Jayman Enterprises, LLC	100185	2816	Electrical Troubleshooting 11/23	\$ 125.00
Jayman Enterprises, LLC	100190	2824	Dog Park Maintenance 11/23	\$ 260.00
Jayman Enterprises, LLC	100197	2853	Electrical Troubleshooting 12/23	\$ 125.00
Kelly Evans	100188	KE050923-563	Board of Supervisors Meeting 05/09/23	\$ 200.00
Lori Campagna	100189	LC050923-563	Board of Supervisors Meeting 05/09/23	\$ 200.00
Lutz Hotel Management, LLC	100198	121223 Lutz	Board Meeting Room Rental 01/09/23	\$ 81.33
Rizzetta & Company, Inc.	100183	INV0000085761	District Management Fees 12/23	\$ 4,100.00
Sitex Aquatics, LLC	100191	7766-B	Monthly Lake Management 11/23	\$ 2,219.00

## Connerton East Community Development District

### Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Steadfast Contractors Alliance, LLC	100192	SM-10482	Irrigation Repairs 11/23	\$ 445.00
Steadfast Contractors Alliance, LLC	100192	SM-10609	Landscape Maintenance 12/23	\$ 4,899.00
Steadfast Contractors Alliance, LLC	100192	SM-8940	Landscape Maintenance 05/23	\$ 4,899.00
Straley Robin Vericker	100199	23991	Legal Services 11/23	\$ 3,440.00
Withlacoochee River Electric Cooperative, Inc.	100200	2221915 11/23	10129 Campanula CT 11/23	\$ 41.46
Withlacoochee River Electric Cooperative, Inc.	100200	2243217 11/23	9639 Flourish Dr - Reclaim Water 11/23	\$ 45.05
Withlacoochee River Electric Cooperative, Inc.	100200	2259463 11/23	21567 Violet Periwinkle Drive 11/23	<u>\$ 43.86</u>
<b>Report Total</b>				<b><u>\$ 41,370.70</u></b>

## **Tab 3**

**STREET/OUTDOOR LIGHTING AGREEMENT**  
**(New Lighting)**

THIS STREET/OUTDOOR LIGHTING AGREEMENT (together with any and all appendices, addenda, exhibits and schedules attached hereto, this “Agreement”), effective as of the 5 day of February 2024, by and between **Withlacoochee River Electric Cooperative, Inc.**, a non-profit Florida corporation, with a principal place of business at PO Box 278, Dade City, Florida 33526-0278 (“WREC”), and Connerton East CDD, whose address is 12750 Citrus Park Ln. Tampa, Florida 33625 (“Customer”).

**WITNESSETH:**

**WHEREAS**, Customer is in possession of the real property located at Connerton Village 4 Phase1, Connerton Blvd., Connerton V3AA, Pleasant Plains Blvd, Connerton 209 (North Flourish), Connerton V2 (Little Blue Stem), Connerton Village 2 Phase 2, Connerton Village 4 Phase 2A-C Connerton Blvd 2<sup>nd</sup> Extension and Connerton Townhomes and more particularly described in Exhibit A attached hereto (the “Property”); and

**WHEREAS** Customer desires WREC to construct, maintain and operate a street lighting system as more particularly described in Exhibit B attached hereto (the “System”) on the Property.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES

(a) Pursuant to the terms of this Agreement and WREC’s current rules and regulations, WREC shall construct, maintain, and operate the System as shown on the maps, drawings and specifications attached hereto in Exhibit B and furnish all of the electric power and energy necessary for the operation of the System on the Property.

(b) WREC, whenever it shall find it necessary for the purpose of making repairs upon or improvements in any part of its electric transmission or distribution lines or equipment, shall have the right to suspend temporarily service to the System, but in all such cases reasonable notice thereof shall be given to the Customer, if circumstances permit, and the making of repairs and improvements shall be prosecuted as rapidly as may be practicable.

(c) The Customer shall grant to WREC all permits, franchises, or authority including a free and continuous right-of-way, necessary to construct, operate, and maintain the System in the streets of or upon the Property.

(d) The Customer shall become a member of WREC, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and By-laws of WREC and by

such rules and regulations as may from time to time be adopted by WREC. In the event there is a conflict between the terms and conditions of this Agreement and WREC's By-laws or any rule or regulation adopted by WREC, the term and conditions of this Agreement shall prevail.

## 2. TERM; TERMINATION

(a) This Agreement shall become effective on the date first written above and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other twelve (12) months' notice in writing. In addition, WREC shall have the right to terminate this Agreement pursuant to WREC's Service Rules and Regulations and WREC's Articles of Organization and By-laws.

(b) Upon termination of this Agreement in any manner, WREC shall have the right to remove from the Property any equipment which WREC may have installed to provide service hereunder.

## 3. SYSTEM MALFUNCTIONS

(a) It shall be the Customer's responsibility to notify WREC in the event of failure of a lighting unit within the System. WREC assumes no responsibility to inspect any lighting units within the System to determine whether they were properly functioning until after such time that WREC has been notified that a unit has malfunctioned. Moreover, if an alleged outage notification is not logged into WREC's reporting registry, it is presumed that no call was ever placed by the Customer and that no outage report was received by WREC.

(b) WREC will normally repair a malfunctioning or inoperative streetlight or lighting unit within 60 days of receiving notification that the light has malfunctioned. However, the repair may take up to 180 days, and may take longer than 180 days if the customer causes a delay. Further, WREC may require 365 days or longer to repair or to replace the light in the event of a declared state of emergency or natural disaster.

## 4. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

(a) WREC shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of WREC, WREC shall not be liable for damages caused thereby.

(b) The Customer is responsible for all aspects of the design of the System's lighting plan. WREC has not conducted any study regarding the application of a particular lighting unit for the Customer's lighting needs and WREC assumes no responsibility for the adequacy or appropriateness of the System's lighting unit. Furthermore, WREC makes no warranties as to the adequacy, sufficiency or appropriateness of the System's lighting for purposes of safety, security or other illumination. It is the Customer's responsibility to select the size, style and location of the lighting units and to monitor whether the lighting units that they have requested from WREC are adequate for the Customer's particular needs. It also is the Customer's responsibility to request that WREC change any aspect of the lighting unit within the System if

the unit is not adequate for the Customer's needs. The Customer must pay for any appropriate charges and fees for any requested changes.

(c) WREC does not guarantee continuous lighting within the System and will not be liable to any person or entity for damages related to any interruption, deficiency or failure of a light. WREC will use normal industry practices to attempt to furnish reliable electrical energy to the System and will repair the System after notification, but WREC does not and cannot guarantee 100% reliability. WREC reserves the right to interrupt service to the System or a lighting unit within the System at any time for necessary repairs to lines or equipment.

(d) Customer herewith indemnifies and holds harmless WREC from any and all liability or damage that WREC or any other person or entity may suffer as a result of, or in any way relating to or arising out of, the design or operation of the System, including, but not limited to, the appropriateness of the System or the illumination of any lighting unit within the System to provide safety or security to third parties.

## 5. TERMS OF PAYMENT

(a) The initial billing period shall start when the Customer begins using electric power and energy, or ten (10) days after WREC notifies the Customer in writing that the System is available hereunder, whichever shall occur first.

(b) The Customer shall pay WREC pursuant to WREC's current rules and regulations adopted by WREC for the System and all electricity furnished hereunder. If the Customer shall fail to make any such payment within the time period provided in WREC's current rules and regulations, WREC may discontinue service to the Customer upon giving ten (10) days' written notice to the Customer of its intention so to do, provided, however, that nothing herein contained shall relieve the Customer of its obligation to receive electrical service in accordance with the provisions of this Agreement.

(c) The Customer agrees that the rates charged for street lighting shall be those rates specified in the WREC's Rate Schedule "AL" attached hereto as Exhibit C, which may be adjusted from time to time in WREC's sole and absolute discretion. Such adjusted rate schedules shall be on file with the Florida Public Service Commission. Customer shall provide WREC with cash, a bond or letter of credit to secure the payment of the total amount of fixture and pole charges that remain owed to WREC in the event this Agreement is terminated within five (5) years of the start of Customer's initial billing period.

(d) Transfer of fixtures from one location to another on the Property at the request of the Customer shall be at the expense of the Customer. All charges hereunder are subject to Florida State Sales Tax unless Customer is exempt therefrom. Replacement of lamps, glassware and accessory equipment willfully or maliciously broken by persons unknown shall be paid for by the Customer at WREC's replacement cost.

## 6. ASSIGNMENT

No party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party; any such attempted assignment shall be null and void.



7. SUCCESSORS

This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties.

8. SURVIVAL

The provisions of this Agreement which by their nature are intended to survive, shall survive completion, expiration, recession or termination of this Agreement.

9. GOVERNING LAW

The validity of this Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

10. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

11. HEADINGS

The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

12. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

13. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

(a) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

(b) A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

14. ENTIRETY OF AGREEMENT

This Agreement together with all appendices, exhibits, schedules, attachments and addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth above.

**CUSTOMER**

**WITHLACOOCHEE RIVER  
ELECTRIC COOPERATIVE, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Customer

Jeff Ratliff Engineering Technician  
Printed Name and Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT A**

[Insert legal description of the Property]

CONNERTON VILLAGE 4 PHASE 1 PB 90 PG 073 TRACT 499

CONNERTON VILLAGE 4 PHASE 1 PB 90 PG 073 TRACT A1

CONNERTON CHARTER SCHOOL AND ROADWAYS PB 90 PG 105 RIGHT  
OF WAY FOR CONNERTON BLVD

CONNERTON VILLAGE 3 TOWNHOMES PB 91 PG 019 TRACT 499

CONNERTON VILLAGE 3 PHASE 1 PB 91 PG 89 TRACT 499

CONNERTON VILLAGE TWO PARCEL 219 PB 85 PG 105 RIGHT OF WAY

Assessed in Section 19, Township 25 South, Range 19 East  
of Pasco County, Florida

**EXHIBIT B**

<b><u>Type</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>
215	LED Grandville	23
964	12' Washington Poles	23
260	LED Shoe Box – Galleon	125
920	40' Black Concrete Slip- Fit Poles	125

**EXHIBIT C**

<b><u>Type</u></b>	<b><u>Description</u></b>	<b><u>Rate</u></b>
215	LED Grandville	\$18.50
964	12' Washington	\$11.50
260	LED Shoebox – Galleon	\$18.50
920	40' Black Concrete Slip – Fit Pole	\$ 6.00

Your Touchstone Energy® Partner



## Invoice

**Customer**

Name Connerton East CDD  
 Att: \_\_\_\_\_  
 Address 12750 Citrus Park Ln.  
 City Tampa State FL ZIP 33625

Date 2/5/2024 WREC W.O. # \_\_\_\_\_  
 RE: Connerton East - Lighting Deposit  
 Acct. No. N/A

Qty	Description	Unit Price	TOTAL
1	Five year lighting deposit for 125 # LED Shoebox Black Galleon Fixtures and 125 # 40' Black Concrete poles slip fit poles. 23 # LED Grandville Fixtures & 23 # 12' Washington poles.	\$151,726.80	\$151,726.80
1	Two months up front billing	\$8,786.14	\$8,786.14
SubTotal			\$160,512.94
<b>TOTAL</b>			<b>\$160,512.94</b>

**Please remit to:**      **W.R.E.C.**  
**ATTN: RICHARD LOVETT**  
**12013 Hays Rd.**  
**Shady Hills , Fl. 34610**

For questions regarding this Invoice, please contact:  
**Jeff Ratliff**                      Ext: **2133**  
**Engineering Technician**

# Tab 4

**Connerton East Community Development District**  
**WREC Street Light Deposit Payment Agreement**

This Connerton East Community Development District WREC Street Light Deposit Payment Agreement (the “**Agreement**”) is made effective as of February 13, 2024, by and between **Connerton East Community Development District** (the “**District**”) and **Lennar Homes, LLC**, a Florida limited liability company (“**Lennar**”).

**RECITALS:**

A. The District is authorized under Chapter 190, Florida Statutes, to lease and operate street lights serving the public roads with the District (the “**Street Lights**”).

B. The Withlacoochee River Electric Cooperative, Inc. (“**WREC**”) will require a refundable deposit in the amount of \$151,726.80 (the “**WREC Deposit**”) in order to install the Street Lights within the District. The District desires to install the Street Lights, but it does not have sufficient funds in order to pay the deposit required for the installation of the Street Lights.

C. Lennar is the developer of the lands within the District and Lennar desires to have the Street Lights installed in the community to provide lighting for the public streets serving the property within the District.

D. The District and Lennar desires to enter into an agreement in which Lennar will advance \$151,726.80 to the District for the refundable WREC Deposit. When and if WREC refunds the WREC Deposit to the District, the District shall pay any amounts refunded to the District back to Lennar.

**NOW THEREFORE**, in consideration of the above-stated recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, the District and Lennar agree as follows:

1. Recitals Confirmed. The parties confirm that the above stated recitals are true and correct.

2. Street Lighting Installation and WREC Deposit. The parties agree and acknowledge that it is in the best interest of the District and the property owners in the community to install the Street Lights for the community. Lennar will advance \$151,726.80 to the District for the refundable Street Light Deposit. Upon receipt of the funds from Lennar, the District will enter into an agreement for the installation and operation of the Street Lights with WREC. If and when WREC refunds the WREC Deposit to the District, the District will pay the refunded funds back to Lennar.

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

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



5. Notices. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the parties, as follows:

If to the District: Connerton East  
Community Development District  
3434 Colwell Ave., Suite 200  
Tampa, Florida 33614  
Attn: District Manager

If to Lennar: Lennar Homes, LLC  
4301 W. Boy Scout Blvd.  
Suite 600  
Tampa, Florida 33607

6. Applicable Law. 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 the county where the District is located.

7. Term. This Agreement shall become effective as of the date referenced above.

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

9. Attorneys' Fees. In the event either party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution, and including fees incurred in appellate proceedings.

10. Assignment. This Agreement may not be assigned, in whole or in part, by any party without the prior written consent of the other parties.

11. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. Binding Effect; No Third Party Beneficiaries. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the District. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a 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.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the parties to this Agreement, or their respective successors or assigns.

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

15. Public Records.

a) As required under Section 119.0701, Florida Statutes, the parties shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Lennar does not transfer the records to the District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of Lennar upon termination of the contract 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.

**b) IF LENNAR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LENNAR'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 3434 COLWELL AVE, SUITE 200, TAMPA, FLORIDA 33614.**

IN WITNESS WHEREOF, the District or Lennar have each caused their duly authorized officers to execute this Agreement as of the date and year first above-written.

**Connerton East  
Community Development District**

**Lennar Homes, LLC**

By: \_\_\_\_\_  
Kelly Evans  
Chair of the Board of Supervisors

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

# Tab 5

**CONNERTON EAST 4.1 SUBORDINATION, NON-DISTURBANCE AND  
ATTORNMEN T AGREEMENT**

This **SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT** (this “Agreement”) is made and entered into as of this 16th day of January, 2024, by and among **CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “Customer”), whose address is: 3434 Colwell Ave, Tampa, FL 33614, **VALLEY NATIONAL BANK**, its successors or assigns (the “Lender”) whose address is: 180 Fountain Parkway N, Suite 200, St Petersburg, FL 33716, and **GIG FIBER, LLC**, a Delaware limited liability company (the “Borrower”), whose address is: 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607.

**RECITALS:**

A. Lender has agreed to make a loan (“Loan”) to Borrower secured by, *inter alia*, (i) a security interest pursuant to a Commercial Security Agreement, as the same may be amended (collectively, the “Security Agreement”) on certain equipment owned by Borrower (the “Equipment”) described in **Exhibit “A”** attached hereto, and (ii) a collateral assignment of the Equipment Service Agreement (as hereinafter defined);

B. Customer is the customer under that Outdoor Solar Lighting Equipment Service Agreement dated October 24<sup>th</sup>, 2023, as the same may be amended (collectively, the “Equipment Service Agreement”), pursuant to which Borrower owns and services the Equipment to the Customer in accordance with the terms thereof; and

C. Pursuant to the Equipment Service Agreement, the Equipment has been or will be installed on certain real property owned by the Customer (the “Installation Site”) described in **Exhibit “B”** attached hereto

D. Lender requires that Customer subordinate the Equipment Service Agreement and its interest in the Equipment in all respects to the security interest and lien of the Security Agreement and that Customer consent to the collateral assignment of the Equipment Service Agreement to Lender, attorn to Lender and acknowledge that the Equipment Service Agreement is in full force and effect as of the date hereof; and

E. In return, Lender is agreeable to not disturbing Customer’s possession and use of the Equipment pursuant to the Equipment Service Agreement so long as Customer is not in default under the Equipment Service Agreement or this Agreement beyond any applicable notice and cure periods.

**NOW, THEREFORE**, the parties hereby agree as follows:

1. Subordination. So long as Customer’s use and possession is not disturbed as provided in Paragraph 2 below, the rights of Customer in, to, and under the Equipment Service Agreement, and the Equipment are hereby subjected and subordinated, and shall remain in all respects and for all purposes subject and subordinate, to the lien of the Security Agreement, and to any and all renewals, modifications, and extensions thereof, and any and all other instruments held by Lender as security for the Loan.

2. Customer Not to be Disturbed. So long as Customer is not in default (beyond any period given Customer by the terms of the Equipment Service Agreement to cure such default) in the payment of minimum rent or additional rent (“Rent”) or in the performance of any of the terms, covenants, or conditions of the Equipment Service Agreement or this Agreement on Customer’s part to be performed: (a) Customer’s use and possession of the Equipment, or any extension or renewal rights therefor in the Equipment Service Agreement, shall not be diminished or interfered with by Lender, and Customer’s use and possession of the Equipment shall not be disturbed by Lender during the Term of the Equipment Service Agreement or any such extensions or renewals thereof, and (b) Lender will not join Customer as a party defendant in any action or proceeding foreclosing the Security Agreement unless such joinder is necessary to foreclose the Security Agreement and then only for such purpose and not for the purpose of terminating the Equipment Service Agreement.

3. Consent to Collateral Assignment. Customer consents to the collateral assignment of the Equipment Service Agreement to Lender, and, in the event of a default under the Loan Documents, to Lender becoming a party to the Equipment Service Agreement by operation of law or otherwise and to Lender assigning Borrower’s interests under the Equipment Service Agreement to a third party.

4. Customer to Attorn to Lender. If Lender shall become the owner of the Equipment, or the Equipment shall be sold by reason of foreclosure or other proceedings brought to enforce the Security Agreement, or the Equipment shall be transferred in lieu of foreclosure, the Equipment Service Agreement shall continue in full force and effect as a direct service agreement between the then owner of the Equipment and Customer, and Customer hereby attorns to Lender or any other such owner as its lessor, said attornment to be effective and self-operative without the execution of any further instruments; provided, however, that Lender or such other owner shall not be: (a) liable for any default of any owner/lessor under the Equipment Service Agreement (including Borrower) occurring prior to the date of foreclosure; (b) subject to any offsets or defenses which have accrued prior to the date of foreclosure; (c) bound by any Rent that Customer may have paid under the Equipment Service Agreement more than one month in advance; and (d) responsible for the return of any security deposit delivered to Borrower under the Equipment Service Agreement and not subsequently received by Lender. Customer shall be under no obligation to pay Rent to Lender or any such other owner until Customer receives written notice from Lender or any such other owner that it has succeeded to Borrower’s interest under the Equipment Service Agreement. Such notice shall be binding upon Borrower, as well, and Borrower hereby agrees that Borrower shall release Customer from any obligation to make payments to Borrower during such period that Customer is making payments to Lender as a result of such notice.

5. Purchase Option. Any option or rights contained in the Equipment Service Agreement, or otherwise, to acquire any or all of the Equipment are hereby made subject and subordinate to the rights of Lender under the Security Agreement and any acquisition of any or all of the Equipment made by Customer during the term of the Loan shall be made subordinate and subject to the Security Agreement.

6. Lender’s Option to Cure Borrower’s Default. Customer agrees that Borrower shall not be in default under the Equipment Service Agreement unless written notice specifying such default is given to Lender. Customer agrees that Lender shall have the right, but not the obligation, to cure such default on behalf of Borrower within thirty (30) days after the receipt of such notice.

Customer further agrees not to invoke any of its remedies under the Equipment Service Agreement until said thirty (30) days have elapsed, or during any period that Lender is proceeding to cure such default with due diligence to completion. Notwithstanding the foregoing, nothing herein shall preclude Customer from maintaining or repairing the Equipment.

7. Rental Payment. Until such time as Customer is otherwise notified in writing by Lender (a simultaneous copy of which notice Lender shall also provide to Borrower), it shall make all rental payments under the Equipment Service Agreement to Borrower as provided therein. However, upon receipt of such notice from Lender, Customer shall pay over and deliver all of such rental payments and other sums due pursuant to the Equipment Service Agreement to Lender.

8. No Amendment of Equipment Service Agreement. Customer and Borrower covenant and agree that they shall not modify, amend or supplement the Equipment Service Agreement, without the prior, written consent of Lender, which may be granted or withheld in Lender's sole discretion, and any of the foregoing done without Lender's consent shall not be binding upon Lender.

9. Successors and Assigns. This Agreement and each and every covenant, agreement, and other provision hereof shall be binding upon and shall inure to the benefit of the parties hereto, and their heirs, administrators, representatives, successors, and assigns.

10. No Waiver. Lender acknowledges that Customer is a unit of special purpose government in the state of Florida, established pursuant to Chapter 190, Florida Statutes. Notwithstanding anything in this Agreement to the contrary, nothing herein shall constitute a waiver or release of limitations on Customer's sovereign immunity, pursuant to Section 768.28, Florida Statutes.

11. Effectiveness of Agreement. This Agreement shall become effective upon the execution and delivery by and to each party hereto.

*[Remainder of page intentionally left blank]*

[SIGNATURES COMMENCE ON FOLLOWING PAGE]



**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed as of the date first above.

WITNESSES:

CUSTOMER:

**CONNERTON EAST COMMUNITY  
DEVELOPMENT DISTRICT,**  
a local unit of special purpose government

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Print or type name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type name of Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of  
\_\_\_\_\_, on behalf of the community development district,  
who is  personally known to me OR  produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
(Type, Stamp or Print Name)

NOTARY PUBLIC  
In and for the State of Florida  
My Commission Expires:

[CONTINUED ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed as of the date first above.

WITNESSES:

BORROWER:

**GIG FIBER, LLC**,  
a Delaware limited liability company

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
John M. Ryan, as Manager

\_\_\_\_\_  
Print or type name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type name of Witness

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by John M. Ryan, as Manager of Gig Fiber, LLC, a Delaware limited liability company, on behalf of the company, who is  personally known to me OR  produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
(Type, Stamp or Print Name)

NOTARY PUBLIC  
In and for the State of Florida  
My Commission Expires:

[SIGNATURE PAGE TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT]

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed as of the date first above.

WITNESSES:

LENDER:

**VALLEY NATIONAL BANK**

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
Name: Lewis R. Thomas, II  
Title: First Vice President

\_\_\_\_\_  
Print or type name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type name of Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by Lewis R. Thomas, II, as First Vice President, of Valley National Bank, on behalf of the bank, who is  personally known to me OR  produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
(Type, Stamp or Print Name)

NOTARY PUBLIC  
In and for the State of Florida  
My Commission Expires:

## **EXHIBIT "A"**

### **Description of Equipment**

**Fifty-Three (53)** Solar Streetlights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, software, and related equipment fixtures.

**EXHIBIT "B"**

**Description of Installation Site**

**CONNERTON VILLAGE 4 PHASE 1**

Tract "A-10" of CONNERTON VILLAGE 4 PHASE 1 according to the plat thereof, as recorded in Plat Book 90, Pages 73 through 87 of the public records of Pasco County, Florida.

**CONNERTON EAST 219 SUBORDINATION, NON-DISTURBANCE AND  
ATTORNMEN T AGREEMENT**

This **SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT** (this “Agreement”) is made and entered into as of this 16<sup>th</sup> day of January, 2024, by and among **CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “Customer”), whose address is 4343 Colwell Ave, Tampa, FL 33614, **VALLEY NATIONAL BANK**, its successors or assigns (the “Lender”) whose address is: 180 Fountain Parkway N, Suite 200, St Petersburg, FL 33716, and **GIG FIBER, LLC**, a Delaware limited liability company (the “Borrower”), whose address is: 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607.

**RECITALS:**

A. Lender has agreed to make a loan (“Loan”) to Borrower secured by, *inter alia*, (i) a security interest pursuant to a Commercial Security Agreement, as the same may be amended (collectively, the “Security Agreement”) on certain equipment owned by Borrower (the “Equipment”) described in **Exhibit “A”** attached hereto, and (ii) a collateral assignment of the Equipment Lease (as hereinafter defined);

B. Customer is the customer under that Outdoor Solar Lighting Equipment Lease dated November 16<sup>th</sup>, 2021, as the same may be amended (collectively, the “Equipment Lease”), pursuant to which Borrower leases the Equipment to the Customer in accordance with the terms thereof; and

C. Pursuant to the Equipment Lease, the Equipment has been or will be installed on certain real property owned by the Customer (the “Installation Site”) described in **Exhibit “B”** attached hereto

D. Lender requires that Customer subordinate the Equipment Lease and its interest in the Equipment in all respects to the security interest and lien of the Security Agreement and that Customer consent to the collateral assignment of the Equipment Lease to Lender, attorn to Lender and acknowledge that the Equipment Lease is in full force and effect as of the date hereof; and

E. In return, Lender is agreeable to not disturbing Customer’s possession and use of the Equipment pursuant to the Equipment Lease so long as Customer is not in default under the Equipment Lease or this Agreement beyond any applicable notice and cure periods.

**NOW, THEREFORE**, the parties hereby agree as follows:

1. Subordination. So long as Customer’s use and possession is not disturbed as provided in Paragraph 2 below, the rights of Customer in, to, and under the Equipment Lease, and the Equipment are hereby subjected and subordinated, and shall remain in all respects and for all purposes subject and subordinate, to the lien of the Security Agreement, and to any and all renewals, modifications, and extensions thereof, and any and all other instruments held by Lender as security for the Loan.

2. Customer Not to be Disturbed. So long as Customer is not in default (beyond any period given Customer by the terms of the Equipment Lease to cure such default) in the payment

of minimum rent or additional rent ("Rent") or in the performance of any of the terms, covenants, or conditions of the Equipment Lease or this Agreement on Customer's part to be performed: (a) Customer's use and possession of the Equipment, or any extension or renewal rights therefor in the Equipment Lease, shall not be diminished or interfered with by Lender, and Customer's use and possession of the Equipment shall not be disturbed by Lender during the Term of the Equipment Lease or any such extensions or renewals thereof, and (b) Lender will not join Customer as a party defendant in any action or proceeding foreclosing the Security Agreement unless such joinder is necessary to foreclose the Security Agreement and then only for such purpose and not for the purpose of terminating the Equipment Lease.

3. Consent to Collateral Assignment. Customer consents to the collateral assignment of the Equipment Lease to Lender, and, in the event of a default under the Loan Documents, to Lender becoming a party to the Equipment Lease by operation of law or otherwise and to Lender assigning Borrower's interests under the Equipment Lease to a third party.

4. Customer to Attorn to Lender. If Lender shall become the owner of the Equipment, or the Equipment shall be sold by reason of foreclosure or other proceedings brought to enforce the Security Agreement, or the Equipment shall be transferred in lieu of foreclosure, the Equipment Lease shall continue in full force and effect as a direct lease between the then owner of the Equipment and Customer, and Customer hereby attorns to Lender or any other such owner as its lessor, said attornment to be effective and self-operative without the execution of any further instruments; provided, however, that Lender or such other owner shall not be: (a) liable for any default of any owner/lessor under the Equipment Lease (including Borrower) occurring prior to the date of foreclosure; (b) subject to any offsets or defenses which have accrued prior to the date of foreclosure; (c) bound by any Rent that Customer may have paid under the Equipment Lease more than one month in advance; and (d) responsible for the return of any security deposit delivered to Borrower under the Equipment Lease and not subsequently received by Lender. Customer shall be under no obligation to pay Rent to Lender or any such other owner until Customer receives written notice from Lender or any such other owner that it has succeeded to Borrower's interest under the Equipment Lease. Such notice shall be binding upon Borrower, as well, and Borrower hereby agrees that Borrower shall release Customer from any obligation to make payments to Borrower during such period that Customer is making payments to Lender as a result of such notice.

5. Purchase Option. Any option or rights contained in the Equipment Lease, or otherwise, to acquire any or all of the Equipment are hereby made subject and subordinate to the rights of Lender under the Security Agreement and any acquisition of any or all of the Equipment made by Customer during the term of the Loan shall be made subordinate and subject to the Security Agreement.

6. Lender's Option to Cure Borrower's Default. Customer agrees that Borrower shall not be in default under the Equipment Lease unless written notice specifying such default is given to Lender. Customer agrees that Lender shall have the right, but not the obligation, to cure such default on behalf of Borrower within thirty (30) days after the receipt of such notice. Customer further agrees not to invoke any of its remedies under the Equipment Lease until said thirty (30) days have elapsed, or during any period that Lender is proceeding to cure such default with due diligence to completion. Notwithstanding the foregoing, nothing herein shall preclude Customer from maintaining or repairing the Equipment.

7. Rental Payment. Until such time as Customer is otherwise notified in writing by Lender (a simultaneous copy of which notice Lender shall also provide to Borrower), it shall make all rental payments under the Equipment Lease to Borrower as provided therein. However, upon receipt of such notice from Lender, Customer shall pay over and deliver all of such rental payments and other sums due pursuant to the Equipment Lease to Lender.

8. No Amendment of Equipment Lease. Customer and Borrower covenant and agree that they shall not modify, amend or supplement the Equipment Lease, without the prior, written consent of Lender, which may be granted or withheld in Lender's sole discretion, and any of the foregoing done without Lender's consent shall not be binding upon Lender.

9. Successors and Assigns. This Agreement and each and every covenant, agreement, and other provision hereof shall be binding upon and shall inure to the benefit of the parties hereto, and their heirs, administrators, representatives, successors, and assigns.

10. No Waiver. Lender acknowledges that Customer is a unit of special purpose government in the state of Florida, established pursuant to Chapter 190, Florida Statutes. Notwithstanding anything in this Agreement to the contrary, nothing herein shall constitute a waiver or release of limitations on Customer's sovereign immunity, pursuant to Section 768.28, Florida Statutes.

11. Effectiveness of Agreement. This Agreement shall become effective upon the execution and delivery by and to each party hereto.

*[Remainder of page intentionally left blank]*

[SIGNATURES COMMENCE ON FOLLOWING PAGE]





**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed as of the date first above.

WITNESSES:

CUSTOMER:

**CONNERTON EAST COMMUNITY  
DEVELOPMENT DISTRICT,**  
a local unit of special purpose government

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Print or type name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type name of Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
20\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of  
\_\_\_\_\_, on behalf of the community development district,  
who is  personally known to me OR  produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
(Type, Stamp or Print Name)

NOTARY PUBLIC  
In and for the State of Florida  
My Commission Expires:

[CONTINUED ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed as of the date first above.

WITNESSES:

BORROWER:

**GIG FIBER, LLC,**  
a Delaware limited liability company

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
John M. Ryan, as Manager

\_\_\_\_\_  
Print or type name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type name of Witness

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by John M. Ryan, as Manager of Gig Fiber, LLC, a Delaware limited liability company, on behalf of the company, who is  personally known to me OR  produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
(Type, Stamp or Print Name)

NOTARY PUBLIC  
In and for the State of Florida  
My Commission Expires:

[SIGNATURE PAGE TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT]

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed as of the date first above.

WITNESSES:

LENDER:

**VALLEY NATIONAL BANK**

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
Name: Lewis R. Thomas, II  
Title: First Vice President

\_\_\_\_\_  
Print or type name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type name of Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Lewis R. Thomas, II, as First Vice President, of Valley National Bank, on behalf of the bank, who is  personally known to me OR  produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
(Type, Stamp or Print Name)

NOTARY PUBLIC  
In and for the State of Florida  
My Commission Expires:

## **EXHIBIT "A"**

### **Description of Equipment**

**Forty-Nine (49)** Solar Streetlights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment fixtures.

**EXHIBIT "B"**

**Description of Installation Site**

**Connerton Village Two Parcel 219**

Tract "A-9" of Connerton Village Two Parcel 219 according to the plat thereof, as recorded in Plat Book 85, Pages 105 through 121, of the public records of Pasco County, Florida.

## **Tab 6**

**813 TOWING SERVICE, LLC**  
**1112 East 127<sup>th</sup> Avenue**  
**Tampa, FL 33612**

**AGREEMENT FOR PRIVATE PROPERTY IMPOUNDS**  
**PURSUANT TO FLORIDA STATUTES §§715.07 & 713.78**

Whereas the parties listed below wish to enter into an agreement for towing services for the purposes of maintaining a clean, safe, and desirable environment in and around the parking lot of the property listed below; and

Whereas, the landowner and/or agent of the landowner wants 813 Towing Service, LLC to be the exclusive operator of towing on its premises; and

Whereas 813 Towing Service, LLC wants to be the exclusive operator of towing on the landowner's premises; the parties agree as follows:

This agreement is entered on this \_\_\_ day of \_\_\_\_\_, 202\_\_, between 813 Towing Service, LLC (hereinafter "813"), located at \_\_\_\_\_, and \_\_\_\_\_, (name of condominium or apartment association, hereinafter "CLIENT") the address of the property to which this agreement refers to being located at \_\_\_\_\_.

This agreement gives 813 the authority to enter upon the property referenced above to remove vehicles that are unauthorized, abandoned, illegally parked or inoperable pursuant to the CLIENT'S, property owner's, Board of Director's, or property management's instructions and requests.

CLIENT acknowledges that CLIENT has provided all tenants, guests, and business invitees with copies of any rules and regulations regarding parking rules to include tenant parking, guest parking, illegal parking, improper parking, parking restrictions, or after-hours parking, and understands that Florida Statutes §§ 715.07 and 713.78, as well as other local/county ordinances, may govern these towing services.

The exclusive use of 813 as the towing service for this property named above shall commence on the \_\_\_ day of \_\_\_\_\_, 202\_\_, and this agreement shall remain in full force and effect until such time as the parties agree to terminate this agreement.

Any changes in parking enforcement procedures not included in this agreement and/or addendum must be faxed or emailed to 813. Improper notice of any such changes will not result in any liability to 813.

Authorized Names:

Main Contact: \_\_\_\_\_ Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_



**PLEASE PLACE C, P or T NEXT TO THE SERVICE TYPE  
FOR WHICH VEHICLES MAY BE TOWED.**

- C:** The property Calls in to tow company for vehicle removal when needed.  
**P:** The towing company Patrols and removes violations.  
**T:** The towing company Tags the vehicles for 24,48 or 72 hours before towing.

For Patrol, direct violations: Start Enforcement Time \_\_\_\_\_ Stop Enforcement Time \_\_\_\_\_

1.  No valid permit, No valid resident, tenant, or expired visitors permit.
2.  Tow away zone, sign posted and/or pavement markings.
3.  Abandoned/inoperable vehicle: Flat tire(s), vehicle on jacks, blocks, broken or missing windows, wheels, minor or major parts.
4.  No vehicle registration stickers on the vehicle.
5.  Expired Registration Sticker. License plate does not match the vehicle.
6.  Vehicle parked in a designated fire lane.
7.  Management request and abandoned vehicle removal.
8.  Vehicle wrecked or inoperable.
9.  No tractor, trailer, or large vehicle (over 1 ton).
10.  No commercial vehicles with writing or advertising signage displayed in or on the vehicle unless authorized by the office.
11.  Vehicles parked on grass, off pavement, or landscaping.
12.  Vehicles parked in handicap space, ramp or unloading zone with no handicap permit.
13.  Vehicle blocking or parked in isle or roadway.
14.  Guest parking on the community longer than \_\_\_\_\_ days.
15.  Hindering access. Blocking dumpster, building entrances, loading docks or zones, etc.
16.  Vehicle taking up more than one parking space or parked over the line. Tire must be completely over the line.
17.  Vehicle is displaying a "for sale" sign.
18.  Vehicle parked in a reserved or assigned parking space.
19.  Vehicle is parked in a non-parking space that is primarily used for pedestrian access.
20.  Vehicle is parked on property where posted "NO PARKING".
21.  Vehicle is parked on the sidewalk.
22.  Double parked behind another vehicle.
23.  No backing into parking space.
24.  No parking over the sidewalk.
25.  Residents parked in visitor parking.
26.  Vehicles parked in maintenance parking.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Towing Agent

\_\_\_\_\_  
Date

# Tab 7



# Steadfast Alliance Maintenance Division

# Proposal

Date 1/26/2024 Proposal # SM-E-2336

Customer Information		Project Information	
Connerton East CDD C/O Rizzetta & Company 3434 Colwell Avenue Suite 200 Tampa, FL 33614		SM1074 Connerton 219 Flourish Drive Land O Lakes, FL 34637	
<b>Contact</b>		<b>Proposal Prepared By:</b>	Pat Powell
<b>Phone</b>	813-514-0400	<b>Type Of Work</b>	
<b>E-mail</b>	cddinvoice@rizzetta.com		
<b>Account #</b>			

Steadfast proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Qty	Unit Price	Amount
This is the requested proposal to replenish the mulch and pine straw at the dog park of 219.		0.00	0.00
Pine Straw Bales	36	12.50	450.00
Pine Bark Mulch	20	55.00	1,100.00
<p>Approved: 1/26/2024</p> <p><i>Debby Wallace</i> District Manager, Connerton East CDD            Approved by Chair and District Manager</p>			

30435 Commerce Drive Unit 102 | San Antonio, FL 33576  
Phone: 844-347-0702 | Fax: 813-501-1432  
office@SteadfastAlliance.com | SteadfastAlliance.com

**Total** \$1,550.00

# Tab 8

**RESOLUTION NO. 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY RELATING TO GOLF CARTS ON DISTRICT PROPERTY; DESIGNATING CERTAIN DISTRICT ROADS AND AREAS FOR GOLF CART USE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 316.212, *Florida Statutes*, a golf cart may be operated upon a public road which has been designated for golf cart use by the responsible local government entity;

**WHEREAS**, the Board of Supervisors (the "**Board**") of the Connerton East Community Development District (the "**District**") is authorized pursuant to Section 190.011(5), *Florida Statutes* to adopt policies and resolutions for the conduct of District business, and to revise the same from time to time;

**WHEREAS**, the District owns the right-of-ways in the District;

**WHEREAS**, the Board determined that the operation of golf carts within the right-of-way of certain roads located within the District will not impede the safe and efficient flow of motor vehicular traffic;

**WHEREAS**, the Board determined that the speed, volume, and character of motor vehicular traffic using certain roads and designated areas located within the District will allow golf carts that may travel along or cross these roads and areas with reasonable safety;

**WHEREAS**, the Board determined that it is in the interests of the District, its residents and the public to designate certain roads and additional areas for golf cart usage;

**WHEREAS**, the operation and use of golf carts on District roadways is a privilege and not a right;  
And,

**WHEREAS**, the Board has determined that it is necessary to implement a policy for the efficient operation and use of golf carts within the community.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:**

**Section 1. Incorporation of Recitals.** The recitals set forth above are incorporated herein in their entirety.

**Section 2. Open Meetings.** It is hereby found and determined that all official acts of this Board concerning and relating to the adoption of this Resolution were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to the requirements of Section 286.011, *Florida Statutes*.

**Section 3. Designation of Certain Areas and Roadway.**

- a. Golf carts may only be operated on District roadways or on sidewalks within District road right-of-ways.
- b. Golf carts may not be driven in playgrounds, amenity areas (other than parking lots), dog parks, conservation areas, ditches, tree preserves, grassy areas, and any other non-roadway or sidewalk area.

**Section 4. Signage and Right of Way.** Appropriate signage shall be placed to warn motorists that the operation of golf carts is allowed on roadway and sidewalk areas specifically designated for golf cart use. Pedestrians will have the right of way and golf cart operators will yield to such individuals.

**Section 5. Golf Cart Hours of Operation.**

- a. Golf carts with headlights, brake lights, turn signals, and a windshield may be operated on the designated areas referenced herein at all hours of the day.
- b. Golf carts lacking the aforementioned equipment may be operated only during the hours between sunrise and sunset.

**Section 6. Requirements for Golf Carts Operating on Designated Areas.** All golf carts operating on designated areas referenced herein must:

- a. be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear;
- b. be in sound and safe working condition and maintained and repaired in accordance with manufacturer's requirements and recommendations;
- c. be operated in accordance with all manufacturer's requirements;
- d. not be used to carry more persons at one time than can be safely seated in designated seating areas, and seat belts are recommended when transporting children and where required by Florida law; and,
- e. not exceed 20 miles per hour at any time.

**Section 7. Requirements for Golf Cart Operators.** Operators of golf carts on the designated areas referenced herein must:

- a. comply with all requirements of Section 316.212, *Florida Statutes* and other applicable Florida law as they may be changed from time to time;
- b. have proper insurance, including liability insurance, and carry proof of insurance and provide a copy to the District upon request;
- c. obey all applicable traffic laws and posted signs, including speed limits;
- d. be parked in designated golf cart vehicle parking areas or motor vehicle parking areas;
- e. no golf carts shall be parked in a roadway, on a sidewalk, or in any manner blocking a sidewalk; and,
- f. be stored in an enclosed garage and otherwise comply with the policies, rules, and regulations of the Toscana Isles Master Association, as may be applicable.

**Section 8. Use of Vehicles by District Supervisors and Staff.** Notwithstanding anything contained herein to the contrary, District supervisors, staff, employees, and/or contracted vendors may use golf carts and utility vehicles owned and operated by District supervisors, staff, employees, and/or contracted vendors anywhere on District property in order to conduct District business and operations, including the inspection, operation, management, maintenance, and repair of District property.

**Section 9. Assumption of Risk and Indemnification of the District.**

- a. The owner of a golf cart and/or any person using or riding in a golf cart in the community assumes the risk of property damage, personal injury or death.
- b. The District shall not be liable for golf carts operated in the community or any liability arising from or related to the use of a golf cart in the community, whether or not in compliance with this policy and/or applicable law.
- c. By operating or riding in a golf cart on any District street or road, each person operating or riding in such golf cart agrees to indemnify, defend, and hold harmless the District, including its residents, supervisors, directors, officers, agents, managers, management company, attorneys, representatives, employees, agents, successors and assigns, from any *and all* causes

of action, costs, damages, liabilities, suits, *claims*, losses, and/or harm (collectively, "**claims**"), of any *and* every kind or nature, including but *not* limited equitable and legal claims and claims for personal injury or property damage, arising from or related to operating, using, or riding in a golf cart in the community.

**Section 10. Enforcement.**

- a. Any violation of this Resolution, as determined by the Board, may result in suspension or revocation of privileges to operate the golf cart in the community and/or suspension of use of District recreation facilities.
- b. Any threat to safety may result in immediate contact to law enforcement and/or legal action. Safety violations and any violation of Florida motor vehicle and traffic laws, as well as other applicable federal, state, and/or local law, shall be reported to and enforced by the City of Venice Police Department or other applicable agency.

**Section 11. Conflict with Jurisdiction or Authority of State, County, or City.** To the extent that any provision of this Resolution is preempted by or conflicts with the jurisdiction or authority of the State of Florida, Sarasota County, or the City of Venice over the areas designated herein under any law, regulation, or ordinance, the conflicting provision(s) of this Resolution shall have no effect.

**Section 12. Severability.** The provisions of this Resolution are hereby declared to be severable. If any provision of this Resolution is invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof.

**Section 13. Effective Date.** This Resolution shall take effect immediately upon adoption.

**Passed and adopted on [DATE].**

**Attest:**

**Connerton East  
Community Development District**

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

\_\_\_\_\_  
Name: Kelly Evans  
Title: Chair of the Board of  
Supervisors

**RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
CONNERTON EAST COMMUNITY DEVELOPMENT  
DISTRICT (THE “DISTRICT”) ADOPTING A POLICY WITH  
REGARDS TO THE OPERATION OF GOLF CARTS ON  
DISTRICT ROADS.**

**WHEREAS**, the District is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of the major infrastructure within and without the boundaries of the lands to be governed by the District; and

**WHEREAS**, the District owns and maintains the public roads located within the District, and the District desires to allow District residents and guests to operate golf carts on District roads to the extent permitted by Florida law.

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

**SECTION 1. GOLF CART POLICY.** To the extent permitted under Florida law, residents and guests of the District may operate golf carts on District roads. Any resident or guest using a golf cart on a District road must abide by all applicable traffic laws while operating golf carts on a District road.

**SECTION 2. EFFECTIVE DATE OF RESOLUTION.** This Resolution shall become effective immediately upon its adoption.

**ADOPTED** this \_\_ day of February, 2024.

**Attest:**

**Connerton East  
Community Development District**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Name: Kelly Evans  
Title: Chairman of the Board of  
Supervisors



# Tab 9



# MONTHLY REPORT

JANUARY, 2024



**CONNERTON EAST CDD**

CAMPANULA CT  
LAND O LAKES, FL  
10 PONDS



Prepared for: Debby Bayne Wallace

Prepared By: Devon Craig

## SUMMARY:

We have gotten a little bit of rain this past month. A little extra sure wouldn't hurt. Ponds are in are responding well to the cooler air temperatures. Algae blooms are noticeably reduceing. Like last month preventative maintenance has and will continue as always as needed. Happy New Year.

December 14, 2023 at 8:54:41 AM



December 14, 2023 at 9:05:39 AM



December 14, 2023 at 9:01:23 AM



Pond #195 Treated for Algae and Shoreline Vegetation.

Pond #219N Treated for Algae and Shoreline Vegetation.

Pond #219S Treated for Algae and Shoreline Vegetation.

December 14, 2023 at 9:28:17 AM



December 14, 2023 at 11:25:21 AM



December 14, 2023 at 9:48:05 AM



Pond # Treated for Shoreline Vegetation.

Pond # Treated for Shoreline Vegetation.

Pond # Treated for Algae and Shoreline Vegetation.

December 14, 2023 at 9:59:07 AM



December 14, 2023 at 11:29:31 AM



December 14, 2023 at 10:19:52 AM



Pond # Treated for Algae and Shoreline Vegetation.

Pond # Treated for Algae and Shoreline Vegetation.

Pond # Treated for Algae and Shoreline Vegetation.

December 14, 2023 at 10:43:36 AM



Pond # Treated for Shoreline Vegetation.





# MONTHLY REPORT

FEBRUARY, 2024



**CONNERTON EAST CDD**

CAMPANULA CT  
LAND O LAKES, FL  
10 PONDS



Prepared for: Debby Bayne Wallace

Prepared By: Devon Craig

## SUMMARY:

The cool air is definitely here and cooling the water temperature as well. This typically reduces algae blooms and submerged growth. During these cool weeks when a warm day or two happen we will see minor algae blooms as a result. Ponds are in great shape and ready to transition to spring.

January 8, 2024 at 8:41:22 AM



January 8, 2024 at 9:36:02 AM



January 8, 2024 at 8:54:18 AM



Pond #195 Treated for Algae and Shoreline Vegetation.

Pond #219N Treated for Algae and Shoreline Vegetation.

Pond #219S Treated for Algae and Shoreline Vegetation.

January 8, 2024 at 10:56:27 AM



January 8, 2024 at 10:46:50 AM



January 8, 2024 at 10:40:37 AM



Pond # Treated for Shoreline Vegetation.

Pond # Treated for Shoreline Vegetation.

Pond # Treated for Shoreline Vegetation.

January 8, 2024 at 11:21:13 AM



January 8, 2024 at 11:14:34 AM



January 8, 2024 at 11:01:10 AM



Pond # Treated for Shoreline Vegetation.

Pond # Treated for Shoreline Vegetation.

Pond # Treated for Shoreline Vegetation.

January 8, 2024 at 11:31:29 AM



Pond # Treated for Shoreline Vegetation.

# Tab 10





Rizzetta & Company

### UPCOMING DATES TO REMEMBER

- **Next Meeting:** March 12, 2024 @ 9:00am

# District Manager's Report

February 13

# 2024

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<u>FINANCIAL SUMMARY</u>	<u>12/31/2023</u>
General Fund Cash & Investment Balance:	\$979,564
Reserve Fund Cash & Investment Balance:	\$0
Debt Service Fund Investment Balance:	\$1,288,846
<b>Total Cash and Investment Balances:</b>	<b>\$2,268,410</b>
<b>General Fund Expense Variance:</b>	<b>\$135,778 Under Budget</b>



Rizzetta & Company

**DM Report:**

- Chairman and District Manager approved mulch replenishment at the dog park and the path behind the dog park.

**01/18/2024 DM Site Visit Report attached.**

**From:** Debby Bayne-Wallace <dbwallace@rizzetta.com>  
**Sent:** Monday, January 22, 2024 6:46 AM  
**To:** Kelly Evans <kelly.evans@lennar.com>; Chris Wallen <cwallen@steadfastalliance.com>  
**Subject:** Connerton East CDD - 1/18/2024 Site Visit

Hi Kelly/Chris,  
Below are pictures and notes from my recent site visit. Items in **red** need to be addressed.  
Please let me know if you have any questions.  
Thank you.  
Debby

**Debby Wallace**  
Regional Manager

813.933.5571 Ext: 8814  
[dbwallace@rizzetta.com](mailto:dbwallace@rizzetta.com)

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

**Board Of Supervisors: In an effort to maintain compliance with the Florida Sunshine Law, please do not reply globally to this notification. Any questions should be directed to the sending party only or to the Management Office at (813) 933-5571.**

This electronic message transmission and any attachments contain information from Rizzetta & Company, Inc. which may be confidential or privileged. The information is solely intended for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please immediately notify us by return email or telephone at (888) 208-5008 and delete the original message. Under Florida law, certain written communications with the sender of this message may be subject to public records disclosure requirements. Please be aware of this possibility when including personal information in your communications. Unless specifically indicated, the contents of this electronic message and its related attachments (including forwarded messages) do not constitute a legal opinion on behalf of the sender and/or Rizzetta & Company, Inc. Recipients of this message, whether directly addressed or not, should not rely upon or otherwise construe this message as legal advice. The sender is not a licensed financial advisor or securities broker; any financial topics addressed herein are for informational purposes and do not constitute investing advice. Thank you.



**Rizzetta & Company**  
Professionals in Community Management

Mail kiosk area in 4.1



Along Little Bluestem Rd – areas in 4.1 need attention before turning over for maintenance.















Along Flourish Dr. well maintained.



Ponds and pond banks well maintained.







Mail kiosks along Violet Periwinkle Dr.



Dog Park - roundabout





Entry to dog park well maintained.



Sod in small and large dog park areas will need attention or a different level of service for these high traffic areas.



Please check irrigation here – as you walk into the large dog park area to the right. Repair sod.





Irrigation lines showing – could use some mulch.







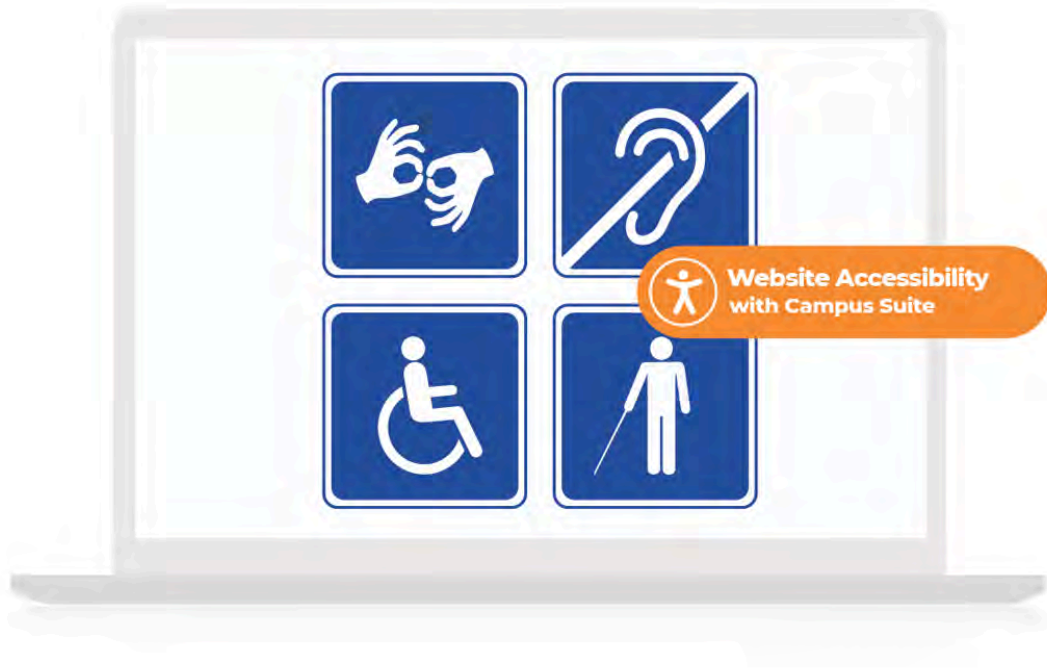
Path behind the dog park needs attention - replenish pine straw mulch.







# Tab 11



# Quarterly Compliance Audit Report

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## Connerton East

**Date:** December 2023 - 4th Quarter

**Prepared for:** Scott Brizendine

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Jason Morgan - *Campus Suite Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

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# Compliance Audit Overview

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

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

## Compliance Criteria

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



### ADA Website Accessibility

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



## Florida Statute Compliance

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

## Audit Process

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

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

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



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

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

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

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



# Florida F.S. 189.069 Requirements

Result: **PASSED**

## Compliance Criteria

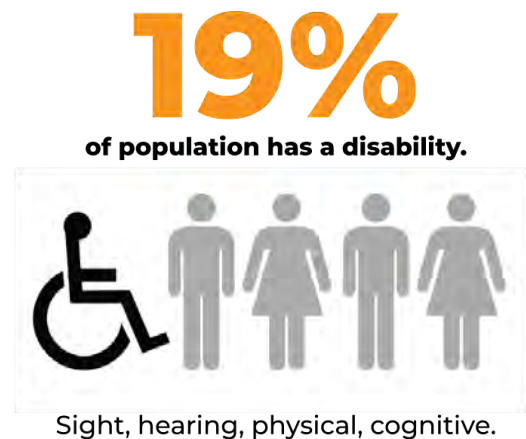
Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees,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



# Accessibility overview

## Everyone deserves equal access.

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



## The legal and right thing to do

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



# ADA Compliance Categories

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



## Contrast and colors

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

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



## Using semantics to format your HTML pages

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



## Text alternatives for non-text content

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

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



## Ability to navigate with the keyboard

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

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

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



## Easy to navigate and find information

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

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



## Properly formatting tables

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

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



## **Making PDFs accessible**

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

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



## **Making videos accessible**

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

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



## **Making forms accessible**

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

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



## **Alternate versions**

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



## Feedback for users

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



## Other related requirements

### *No flashing*

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

### *Timers*

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

### *Fly-out menus*

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

### *No pop-ups*

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

# Web Accessibility Glossary

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