



Rizzetta & Company

# Connerton East Community Development District

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**Board of Supervisors' Meeting**

**April 9, 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

April 1, 2024

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

## AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Connerton East Community Development District will be held on April 9, 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 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 March 12, 2024..... Tab 1
  - B. Ratification of Operation & Maintenance Expenditures for February 2024..... Tab 2
- 4. BUSINESS ITEMS**
  - A. Consideration of Arbitrage Agreement ..... Tab 3
  - B. Consideration of Resolution 2024-01; Golf Cart Policy..... Tab 4
  - C. Consideration of Proposal for Landscape Inspection Services ..... Tab 5
  - D. Consideration of Mulch Proposal ..... Tab 6
  - E. Ratification of DTS Agreement ..... Tab 7
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Aquatic Report ..... Tab 8
  - D. District Manager ..... Tab 9
    - i. Presentation of Website Compliance Report ..... Tab 10
- 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, March 12, 2024, 9:02 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>
John Vericker	<b>District Counsel, Straley Robin Vericker</b>
Brain Surak	<b>District Engineer, Clearview Land Design (via phone)</b>
Wesley Elias	<b>District Manager, Rizzetta &amp; Company</b>

Audience	<b>Present</b>
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**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Wallace called the meeting to order at 9:02 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  
February 13, 2024**

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors approved the Regular Meeting Minutes for February 13, 2024, as presented, for the Connerton East Community Development District.
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**FOURTH ORDER OF BUSINESS**                      **Ratification of Operation and Maintenance Expenditures for January 2024**

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors ratified the Operation & Maintenance Expenditures January 2024 (\$24,051.09), for the Connerton East Community Development District

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**FIFTH ORDER OF BUSINESS**                      **Consideration of Pool Construction License Agreement**

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, The Board of Supervisors approved the Draft Pool Construction License Agreement upon Board approval of each request, for the Connerton East Community Development District.

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**SIXTH ORDER OF BUSINESS**                      **Consideration of Pool Construction Access Request**

The area in question is not CDD property.

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**SEVENTH ORDER OF BUSINESS**                      **Consideration of Resolution 2024-01; Golf Cart Policy**

This was tabled.

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**EIGHTH ORDER OF BUSINESS**                      **Consideration of Utility Construction & Access Easement**

On a Motion by Ms. Campagna, seconded by Ms. Evans, with all in favor, the Board of Supervisors approved the Utility Construction & Access Easement, for the Connerton Community Development District.

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**NINTH ORDER OF BUSINESS**                      **Consideration of Third Amendment of Connerton School Sale**

On a Motion by Ms. Campagna, seconded by Mr. Beckert, with all in favor, the Board of Supervisors approved the Third Amendment of Connerton School Sale, for the Connerton Community Development District.

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## **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 February 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2024 through February 29, 2024. This does not include expenditures previously approved by the Board.

The total items being presented:       **\$23,583.80**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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

## Connerton East Community Development District

### Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Gig Fiber, LLC	100220	2314	Solar Light Lease 02/24	\$ 2,450.00
Gig Fiber, LLC	100220	2315	Solar Light Lease 02/24	\$ 2,650.00
Jayman Enterprises, LLC	100216	2934	Dog Park Maintenance 01/24	\$ 550.00
Jayman Enterprises, LLC	100223	2979	Fence Repair 02/24	\$ 300.00
Kelly Evans	100224	KE021324-563	Board of Supervisors Meeting 02/13/24	\$ 200.00
Lori Campagna	100225	LC021324-563	Board of Supervisors Meeting 02/13/24	\$ 200.00
Lutz Hotel Management, LLC	100227	022324 Lutz	Board Meeting Room Rental 03/12/24	\$ 81.33
Paulo Beckert	100226	PB021324-563	Board of Supervisors Meeting 02/13/24	\$ 200.00
Rizzetta & Company, Inc.	100215	INV0000087099	District Management Fees 02/24	\$ 4,100.00
Sitex Aquatics, LLC	100221	8014-B	Monthly Lake Management 02/24	\$ 2,219.00
Steadfast Contractors Alliance, LLC	100222	SM-11013	Yearly Subscription for Centralus 2024-2025	\$ 109.00
Steadfast Contractors Alliance, LLC	100222	SM-11031	Irrigation Repairs 01/23	\$ 140.00
Steadfast Contractors Alliance, LLC	100222	SM-11120	Landscape Maintenance 02/24	\$ 4,899.00
Straley Robin Vericker	100217	24093	Legal Services 12/23 - 01/24	\$ 4,910.00
Times Publishing Company	100218	Ad #0000326767 01/31/24	Legal Advertising 01/31/24	\$ 116.80

# Connerton East Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Withlacoochee River Electric Cooperative, Inc.	100219	Electric Summary 01/24	Electric Summary 01/24	\$ 458.67
<b>Report Total</b>				<b><u>\$ 23,583.80</u></b>

## **Tab 3**



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

August 31, 2023

Connerton East Community Development District  
c/o Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614

Thank you for choosing LLS Tax Solutions Inc. (“LLS Tax”) to provide arbitrage services to Connerton East Community Development District (“Client”) for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- \$12,915,000 Connerton East Community Development District Special Assessment Bonds, Series 2023 (Assessment Area One)

## **SCOPE OF SERVICES**

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service (“IRS”) forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

## **TAX POSITIONS AND REPORTABLE TRANSACTIONS**

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment

of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

## **PROFESSIONAL FEES AND EXPENSES**

Our professional fees for services listed above for the three annual bond years ending February 26, 2024, February 26, 2025, and February 26, 2026, is \$1,500, which is \$500 each for year. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

**ACCEPTANCE**

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,  
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:  
Connerton East Community Development District

By: Linda L. Scott

Linda L. Scott, CPA

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_



# Tab 4

**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 areas designated by signs within District roads or rights-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. Requirements of Golf Carts Operating on Designated Areas.** All golf carts operating on designated areas referenced herein must:

- a. be street legal as per Florida law and County requirements;
- b. be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear;
- c. be in sound and safe working condition and maintained and repaired in accordance with manufacturer's requirements and recommendations;
- d. be operated in accordance with all manufacturer's requirements;
- e. 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,
- f. not exceed 20 miles per hour at any time.

**Section 6. 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;
- f. be stored in an enclosed garage and otherwise comply with the policies, rules, and regulations of the Connerton East Master Association, as may be applicable; and,
- g. any golf cart cover needs to be tan as per the Master Association requirements.

**Section 7. 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 8. 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 9. 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 or Master 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 Police Department or other applicable agency.

**Section 10. 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, Pasco County, or the City of Lake O' Lakes over the areas designated herein under any law, regulation, or ordinance, the conflicting provision(s) of this Resolution shall have no effect.

**Section 11. 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 12. Effective Date.** This Resolution shall take effect immediately upon adoption.

**Passed and adopted on April 9, 2024.**

**Attest:**

**Connerton East  
Community Development District**

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

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

# Tab 5



Rizzetta & Company

# Connerton East Community Development District

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## Proposal for Professional Landscape Inspection Services

April 2, 2024

Presented by: Rizzetta & Company, Inc.

3434 Colwell Avenue, Suite 200  
Tampa, FL 33614  
813.933.5571

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

# ***Rizzetta & Co.*** ***Landscape Inspection Services***

## ***“COMMITTED TO PRESERVING AND ENHANCING THE COMMUNITY LANDSCAPE”***

One of the largest expenses in any planned community is landscape maintenance. Why not have a professional, experienced landscape manager ensuring it is thriving and beautifully framing the community as it was intended to be?

Our Landscape Inspection Services team includes a Landscape Designer, a former commercial landscape maintenance company account manager, and two prior owners of multi-dimensional landscape service firms. Rizzetta & Co.'s Landscape Inspection Services team has a combined total of more than 100 years serving Florida community landscapes!

Each of our Landscape Specialists is Best Management Practices (BMP) certified in the state of Florida. Our team is committed to elevating the landscape maintenance in your community with detailed inspections, formal reporting, landscape planning, and effective vendor management strategies.

The first thing noticed in any community is its landscaping. It can convey a “Wow” factor to visitors, set a welcoming tone for residents, and help to increase home values within the community. Rizzetta & Co.'s Landscape Inspection Services team provides the expertise needed for a well-planned, well-maintained community landscape now and for the future.



Rizzetta & Company

# How we do it

**Community Asset Management Plan:** Upon request and following fee agreement, perform a complete inventory of the community landscape assets and provide an inventory report to the board.

**Landscape Design:** Landscape designer on staff available for landscape consultation, enhancements, and design upon request and following fee agreement .

**Landscape and Irrigation Specification Development:** Upon request and following fee agreement, develop a request for proposal (RFP) document to include a customized set of standards and specifications based on the community needs and budget. We will conduct the bidding process, review, and prepare bid tabulation documents for the board and assist the board with reviewing the bid tabulation and other pertinent information.

**Landscape Maintenance Inspections:** Perform grounds inspections, provide the board with an inspection report (see sample below), notify maintenance contractor of deficiencies in service, and obtain proposals for landscape projects.

**Landscape Turnover Inspections:** Attend landscape turnover meeting and participate in the inspection on behalf of the board. Follow up report provided.

**Master Task Project Plan for Mature Communities:** Upon request and following fee agreement, develop a project plan specific to landscape replacement and enhancement for the common areas. Emphasis is on maturing landscape in the community and budgeting accordingly.



Sample Report



Rizzetta & Company



# Scope of Services

Rizzetta & Co. is pleased to provide this proposal for professional Landscape Inspection Services. These services will be provided on a recurring basis, with a detailed description provided below.

## **Landscape Inspection Services:**

- Perform one (1) monthly landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape and irrigation maintenance contracts.
- Provide the District with one (1) monthly landscape inspection report, which shall be included in the District's agenda package and may contain, among other things, recommended action items and request for proposals for landscape enhancements.
- Upon request of the District, attend up to six (6) District meetings in person, per fiscal year, either in person or via phone, to review landscape maintenance inspection report or discuss other landscape-related issues.
- Notify landscape maintenance contractors of deficiencies in service or the need for additional care. Contractor shall have a designated timeframe to provide a detailed response to the report.
- Monitor the progress of landscape maintenance contractors in accordance with scope of work provided in maintenance contracts with the District.
- Upon request, provide input, for preparation of the District's annual budget.
- Upon request and following fee agreement, prepare and develop a scope of services for landscape & irrigation maintenance proposals and oversee entire bidding process.
- Obtain additional competitive landscape maintenance proposals for incidental work as requested by the District and provide them to the District Manager.



Rizzetta & Company

# Our Professional Landscape Inspection Services Fee

Based on the Scope of Services, Rizzetta & Co. proposes the following Landscape Inspection Services fee:

**Option 1. – Scope of Services as presented (service fee will be billed monthly):**

- \$750/mt. - \$9000.00/yr.

**Option 2. – Scope of Services as amended (service fee will be billed bi-monthly):**

- Perform one (1) bi-monthly (every other month) landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape maintenance and irrigation contracts.
- Provide the District with one (1) bi-monthly (every other month) landscape maintenance inspection report which shall be provided in the District's agenda package and include, among other things, recommended action items.
- Attend three (3) District meetings in person or via phone, per fiscal year, to review Landscape Inspection Report and/or to discuss other landscape-related items.

\$850.00 bi-monthly - \$5100.00/yr.

**Submitted**

By: \_\_\_\_\_

Lucianno Mastrianni - Vice President, Business Strategy & Development

Rizzetta & Co., Inc.

Date: \_\_\_\_\_

**Accepted**

By: \_\_\_\_\_

Print: \_\_\_\_\_

For: Connerton East Community Development District

Date: \_\_\_\_\_



Rizzetta & Company

# Tab 6



# Steadfast Alliance Maintenance Division

# Proposal

Date 12/12/2023 Proposal # SM-E-2276

Customer Information		Project Information	
Connerton East CDD C/O Rizzetta & Company 3434 Colwell Avenue Suite 200 Tampa, FL 33614		SM1074 Connerton 219  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 a proposal to freshen up the mulch beds in the common areas of 219. (minus the dog park)		0.00	0.00
Mini/Nugget Mulch - Bulk	300	55.00	16,500.00

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

**Total** \$16,500.00











# Tab 7

**EMMA® Filing Assistance Software as a Service License Agreement**

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **Connerton East Development District** (the "**District**") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of last day executed below ("**Effective Date**").

**NOW, THEREFORE**, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at , both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "**Services**").

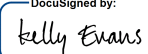
As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

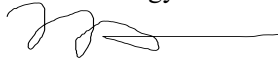
This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Connerton East Community Development District

Disclosure Technology Services, LLC

DocuSigned by:  
By:   
Print: Kelly Evans  
Title: Chairman  
Date: 2/22/2024

By:   
Print: Michael Klurman  
Title: Vice President  
Date: 01-02-2024

**Exhibit A – Fee Schedule**

**Annual License Fee:**

1. \$1,500 per annum per bond series, not to exceed \$5,000 per annum.

**Exhibit B – CDD Addendum**

**The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):**

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

**IF THE DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Scott Brizendine, Rizzetta & Co., Inc. 3434 Colwell Avenue, Ste. 200, Tampa, FL 33614**

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

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

**E-VERIFY.** DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the DTS represents that no public employer has terminated a contract with the DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

# Tab 8



# MONTHLY REPORT

APRIL, 2024



**CONNERTON EAST CDD**

CAMPANULA CT  
LAND O LAKES, FL  
10 PONDS



219N

195

219S

Bellflower Townhomes

le Dr

Little Bluestem Dr

Rivemile Creek

Google Earth

Image © 2023 Maxar Technologies

Connerton Elementary School



1000 ft



Prepared for: Debby Bayne Wallace

Prepared By: Devon Craig

## SUMMARY:

Spring time is here. Air temperatures are warming up and as a result water temperatures are following especially on the smaller bodies of water. Prevent maintenance is being applied to slow down blooms as a result of the warmer water. Our maintenance teams goal is to stay ahead of these unsightly blooms as best as possible. Ponds are are a maintenance level and ready for summer.



Pond #195 Treated for Algae and Shoreline Vegetation.



Pond #219N Treated for Algae and Shoreline Vegetation.



Pond #219S Treated for Algae and Shoreline Vegetation.

Mar 20, 2024 at 10:10  
Storybook Cab  
Land O Lakes FL  
United



Mar 20, 2024 at 10:26  
8820 Little Blues  
Land O Lakes FL  
United



Mar 20, 2024 at 10:44  
Flou  
Land O Lakes FL  
United



Pond # Treated for Algae and  
Shoreline Vegetation.

Pond # Treated for Algae and  
Shoreline Vegetation.

Pond # Treated for Algae and  
Shoreline Vegetation.



Pond # Treated for Algae and Shoreline Vegetation.



Pond # Treated for Algae and Shoreline Vegetation.



Pond # Treated for Algae and Shoreline Vegetation.



Mar 20, 2024 at 1:24  
Nebu  
Land O Lakes FL  
United

Pond # Treated for Algae and  
Shoreline Vegetation.



Mar 20, 2024 at 12:43  
Pleasant Morr  
Land O Lakes FL  
United

Pond # Treated for Shoreline  
Vegetation.



Mar 20, 2024 at 11:09  
22501-22599 Storybook Cab  
Land O Lakes FL  
United

Pond # Treated for Algae and  
Shoreline Vegetation.

# Tab 9



Rizzetta & Company

### UPCOMING DATES TO REMEMBER

- **Next Meeting:** May 14, 2024 @ 9:00am

# District Manager's Report

April 9

# 2024

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<u>FINANCIAL SUMMARY</u>	<u>2/29/2024</u>
General Fund Cash & Investment Balance:	\$940,772
Reserve Fund Cash & Investment Balance:	\$0
Debt Service Fund Investment Balance:	\$1,310,301
<b>Total Cash and Investment Balances:</b>	<b>\$2,251.073</b>
<b>General Fund Expense Variance:</b>	<b>\$226,740 Under Budget</b>



Rizzetta & Company

**DM Report:**

- HOA sent email blast to residents reminding them to not block garbage truck while parking on roads (Adriatic Ln complaint).
- WREC Deposit – will be added to the balance sheet as due to developer.
- Recently added to property insurance the following:
  - 5 mail kiosks in 219, 4.1, 4.3 and 3b
  - 4.1 entry signs (2 Greenbriar)
  - Boardwalk between dog park and Little Bluestem Rd.

**DM Site Visit Report – separate cover**



# Tab 10



# Quarterly Compliance Audit Report

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## Connerton East

**Date:** March 2024 - 1st 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**

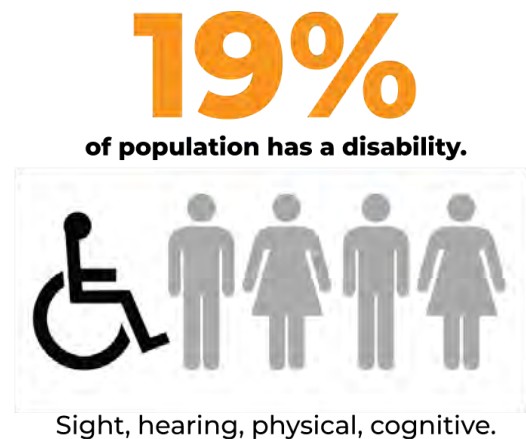
## Compliance Criteria

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