



Rizzetta & Company

Connerton East Community Development District

Board of Supervisors' Meeting

August 12, 2025

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

Connertoneastcdd.org

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

Residence Inn by Marriott Tampa located at 2101 Northpointe Parkway, Lutz, FL 33588

www.connertoneastcdd.org

District Board of Supervisors

Kelly Evans	Chair
Lori Campagna	Vice Chair
Sean Finotti	Assistant Secretary
Jacob Walsh	Assistant Secretary
Bradley Gilley	Assistant Secretary

District Manager	Scott Brizendine	Rizzetta & Company, Inc.
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District Counsel	John Vericker	Straley, Robin & Vericker
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District Engineer	Brian Surak	Clearview Land Design
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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
Connertoneastcdd.org

August 4, 2025

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 Tuesday, August 12, 2025 at 9:00 a.m., or immediately after the New Port Corners CDD meeting at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, FL 33558. 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 July 8, 2025Tab 1
 - B. Ratification of Operation & Maintenance
Expenditures for July 2025.....Tab 2
- 4. BUSINESS ITEMS**
 - A. Ratification of Fountain Maintenance Contract.....Tab 3
 - B. Consideration of SDNA AgreementsTab 4
 - C. Consideration of District Engineering AgreementTab 5
 - D. Public Hearing for Fiscal Year 2025-2026 Final Budget
 - i. Consideration of Resolution 2025-10 Adopting
Fiscal Year 2025-2025 Final BudgetTab 6
 - E. Public Hearing for Fiscal Year 2025-2026 Levying
O&M Assessments
 - i. Consideration of Resolution 2025-11; Levying
2025-2026 O&M AssessmentsTab 7
 - F. Consideration of Resolution 2025-12; Setting
Fiscal Year 2025-2026 Meeting ScheduleTab 8
 - G. Consideration of 2024-2025 Goals & Objectives ReportTab 9

- 5. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Aquatic ReportTab 10
 - D. Fountain Report.....Tab 11
 - E. Field Inspection Services ReportTab 12
 - i. Contractor Response to Field Inspection Report
 - F. District ManagerTab 13
 - i. Presentation of Website Compliance Report.....Tab 14
- 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,

Scott Brizendine
Scott Brizendine
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, July 8, 2025, 9:21 a.m.** at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Lutz, FL 33588.

Present and constituting a quorum:

Kelly Evans	Board of Supervisor, Chairman
Lori Campagna	Board Supervisor, Vice-Chair
Bradley Gilley	Board Supervisor, Assistant Secretary
Jake Walsh	Board Supervisor, Assistant Secretary
Sean Finotti	Board Supervisor, Assistant Secretary

Also present were:

Scott Brizendine	District Manager, Rizzetta & Company, Inc.
Angela Savinon	District Manager, Rizzetta & Company, Inc.
Kathryn Hopkinson	District Counsel, Straley, Robin Vericker
John Vericker	District Counsel, Straley, Robin Vericker
Brian Surak	District Engineer, Clearview Land Design
	<i>(via phone)</i>
John Toborg	FIS, Rizzetta & Company, Inc.

Audience	Present
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Brizendine called the meeting to order at 9:21 a.m. confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

Ms. Martha Rivera at 8912 Gallantree Place addressed the Board regarding an issue with her property. The CDD has an easement next to her house and sidewalk. She would like to have privacy barriers and would like the utility box relocated. Ms. Hopkinson informed the board that Ms. Rivera has hired an attorney regarding this matter and they have spoken. Ms. Evans stated that the developer or the CDD will look into the matter.

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July 8, 2025 - Minutes of Meeting
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THIRD ORDER OF BUSINESS

Consideration of Regular Board of Supervisors Meeting Minutes for June 10, 2025

On a Motion by Mr. Gilley, seconded by Ms. Evans, with all in favor, the Board of Supervisors approved minutes of the regular Board of Supervisors meeting on June 10, 2025, as presented, for the Connerton East Community Development District.

FOURTH ORDER OF BUSINESS

Ratification of Operation & Maintenance Expenditures for May 2025

On a Motion by Ms. Evans, seconded by Mr. Walsh, with all in favor, the Board of Supervisors ratified the operation and maintenance expenditures for May 2025 (\$145,250.83), for the Connerton East Community Development District.

FIFTH ORDER OF BUSINESS

Acceptance of Resignation of Paulo Beckert

On a Motion by Ms. Evans, seconded by Mr. Gilley, with all in favor, the Board of Supervisors accepted the resignation of Paulo Beckert for Seat 5 (Term 2021-2026), for the Connerton East Community Development District.

SIXTH ORDER OF BUSINESS

Appointment of Board Supervisor

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors appointed Sean Finotti to Seat 5 (Term 2021-2026), for Connerton East Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-08; Designating Officers

On a Motion by Ms. Evans, seconded by Mr. Gilley, with all in favor, the Board of Supervisors adopted Resolution 2025-08, Designating Kelly Evans as Chairman, Lori Campagna as Vice Chairman, Jacob Walsh. Bradley Gilley, Sean Finotti, and Angela Savinon as Assistant Secretaries, Scott Brizendine as Secretary and Treasurer, and Shawn Wildermuth as Asst. Treasurer, for the Connerton East Community Development District.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2025-09; Adopting Final Terms of 2025 Bonds

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On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors adopted Resolution 2025-09, Final Terms of 2025 Bonds, for the Connerton East Community Development District.

NINTH ORDER OF BSUINESS

STAFF REPORTS

A. District Counsel

No report. Mr. Vericker said they are looking to start the expansion area next month.

B. District Engineer

No report.

C. Aquatic Report

The Board reviewed the report. There were no comments on the report.

D. Field Inspection Services

Mr. Toborg reviewed his report with the Board. The main issue is the dryness of the sod. Ms. Evans is not happy and will follow up with Steadfast.

E. District Manager

Mr. Brizendine noted the next meeting will be on August 12, 2025, at 9:00 a.m. at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, Florida 33558.

TENTH ORDER OF BUSINESS

Supervisor Requests

Ms. Evans stated that Mr. Finotti is going to look into the request from the homeowner earlier in the meeting.

ELEVENTH ORDER OF BUSINESS

Adjournment

On a motion from Ms. Evans, seconded by Ms. Campagna, the Board approved to adjourn the meeting at 9:52 a.m. for the Connerton East Community Development District.

Assistant Secretary/Secretary

Chairman / Vice-Chairman

Tab 2

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

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

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

Operation and Maintenance Expenditures June 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2025 through June 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$86,232.34**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Connerton East Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2025 Through June 30, 2025

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bradley Gilley	100482	BG061025	Board of Supervisors Meeting 06/10/25	\$200.00
Gig Fiber, LLC	100490	4544	Solar Equipment Lease 06/25	\$6,231.50
Gig Fiber, LLC	100490	4545	Solar Light Lease 06/25	\$3,605.00
Gig Fiber, LLC	100490	4546	Solar Light Lease 06/25	\$3,450.50
Gig Fiber, LLC	100490	4547	Solar Light Lease 06/25	\$2,729.50
Gig Fiber, LLC	100490	4548	Solar Light Lease 06/25	\$2,523.50
Jacob Walsh	100483	JW06102	Board of Supervisors Meeting 06/10/25	\$200.00
Jayman Enterprises, LLC	100491	4006	Dog Park Maintenance 06/25	\$1,200.00
Kelly Evans	100484	KE061025	Board of Supervisors Meeting 06/10/25	\$200.00
Lori Campagna	100485	LC061025	Board of Supervisors Meeting 06/10/25	\$200.00
Pasco County Tax Collector	100488	2024 Postage Assessment 563	2024 Postage Assessment	\$304.70
Pasco County Utilities	20250625-1	Utility Summary 05/25	Utility Summary 05/25	\$863.46
Pinnacle Holdings - XIV, LLC	100486	061325 Pinnacle	7/08/2025 BOS Meeting 06/13/25	\$203.33
Rizzetta & Company, Inc.	100481	INV0000099691	District Management Services 06/25	\$5,470.00
Sitex Aquatics, LLC	100492	10127-B	Monthly Lake Management 06/25	\$2,219.00

Connerton East Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2025 Through June 30, 2025

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Steadfast Contractors Alliance, LLC	100493	SA-12587	Landscape Maintenance 06/25	\$45,379.10
Steadfast Contractors Alliance, LLC	100493	SA-12895	Plant Installation 06/25	\$2,050.00
Straley Robin Vericker	100489	26641	Legal Services 05/25	\$4,353.50
Straley Robin Vericker	100489	26642	Legal Services 05/25	\$370.50
Times Publishing Company	100487	39908-060425	Legal Advertising 06/25	\$730.00
Withlacoochee River Electric Cooperative, Inc.	20250620-1	Electric Summary 05/25 ACH	Electric Summary 05/25	<u>\$3,748.75</u>
Report Total				\$ <u>86,232.34</u>

Tab 3

Fountain Maintenance Service Agreement

This Fountain Maintenance Service Agreement (this “**Agreement**”) is entered into as of July 9, 2025, between the **Connerton East Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”), and **Cooper Pools, Inc.**, a Florida for profit corporation (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain fountains within and around the District, and desires to retain an independent contractor to provide fountain maintenance services for same within and around the District. Contractor represents that it is qualified to serve as a fountain maintenance contractor and provide services to the District.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.
2. **Description of Work.** The Contractor shall furnish all services, labor, materials, and equipment necessary for the complete performance of the work as described in the proposal attached hereto as **Exhibit “A”** (the “Scope of Work”).
3. **Responsibilities of the Contractor.**
 - a. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards and best management practices.
 - b. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
 - c. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
 - d. Upon discovery of any information, concealed conditions, or defect that may affect the work, the Contractor shall immediately provide the District written notice of such information or defect. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
 - e. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
4. **Care of the Property.** Contractor agrees to keep the property clean and orderly during the course of the work and to remove all materials, debris, equipment, and machinery at the completion of each work day. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or

replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within 24 hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages or the District may elect to deduct the costs of the repair from the payment to Contractor for the work under this Agreement. At the conclusion of the work, the Contractor has a duty to dispose of any waste material at an off-site waste disposal facility.

5. **Labor, Materials, and Equipment Claims.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it, to perform under this Agreement. In the event that the Contractor does not pay or satisfy any claim or attempted lien within 3 business days after the filing of a notice thereof, the District, in addition to any or all remedies available under this Agreement, may terminate this Agreement effective upon the giving of notice.
6. **District Representatives.** The District Engineer is authorized to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
7. **Time of Commencement and Completion Date.** District staff shall notify the Contractor when the work may begin, and Contractor shall confirm with the District that the site conditions are suitable for the work to be conducted. The Contractor is aware that time is of the essence.
8. **Compensation.** Contractor shall perform the work (fountain maintenance) as described above and on the attached **Exhibit "A"** for the total amount of Two Hundred Fifty Dollars and Zero Cents (**\$250.00**) per month (this includes one (1) service visit per week). The Contractor shall submit an invoice for the work performed and the District shall pay the Contractor within 30 days of receipt of the invoice.
9. **Compliance with Governmental Regulations.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination. Any fees or fines incurred or imposed due to non-compliance shall be borne solely by the Contractor.

10. Permits. All permits necessary for the work to be performed under this Agreement shall be obtained and paid for by the Contractor.

11. Additional Services. When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment, addendum, change order, or work order authorization.

12. Warranty.

- a. If within 1 year after the date of final payment by the District any portion of the work (excluding sod, which is only guaranteed to be viable and living at the time of installation) is found not to comply with the requirements of this Agreement, then Contractor shall correct such noncompliant portion of the work at its expense promptly after receiving written notice from District requesting such correction. This 1-year period shall be extended with respect to portions of the work completed after the payment by the District by a period equal to the time between the date of completion and the actual completion of such portion of the work.
- b. Contractor's warranty in this section is in addition to and does not limit in any way District's claims for latent/patent defects or claims for warranties set forth by law, or any implied warranties recognized by applicable statutory or common law.
- c. Contractor shall assign and transfer to the District all warranties and guaranties received by Contractor in connection with any work, materials, equipment and components furnished by Contractor. If such warranties and guaranties are not by their terms assignable, Contractor agrees to initiate claims and enforce such warranties in accordance with their terms for the benefit of District upon demand.
- d. Refusal of a subcontractor responsible for the defective work to correct such work shall not excuse the Contractor from performing under this warranty.
- e. At time of final payment, Contractor will supply a copy of all warranties supplied by manufacturers along with all manufacturer's instructions. Contractor will assist the District with any warranty claims.
- f. Contractor warranties that the labor will meet all requirements of any manufacturer to honor the manufacturer's warranty for materials and labor.
- g. The provisions of this section shall survive approval of the work under this Agreement.

13. Insurance. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

- a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

- c. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
- d. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within 30 days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- 14. Indemnification.** Contractor agrees to indemnify and hold the District and its officers, agents and employees harmless from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.
- 15. 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.
- 16. Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
- 17. Third-Party Beneficiaries.** 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.

18. **Termination.** Either party shall have the right to terminate this Agreement upon 30 days written notice. Upon receipt of a termination notice Contractor will cease performance of the work and make every reasonable effort to procure cancellation of all existing orders for materials. Contractor will be entitled to receive as its exclusive remedy payment for the actual cost of materials purchased by Contractor and delivered to the job site and the work performed up to the time of receipt of the notice (as the percentage of completion is reasonably determined by the District) with the compensation amount being prorated accordingly, if the deposit exceeds these costs, Contractor will refund the appropriate amount to the District.
19. **Governing Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county in which the District is located.
20. **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 both of the parties hereto.
21. **Assignment.** Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignment entered into without the written approval of the District shall be invalid and unenforceable.
22. **Enforcement of Agreement.** 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. In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then 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.
23. **No Waiver.** The failure of the District to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
24. **Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply

on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

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

26. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.
- c. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

27. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost 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, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of

the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 533-2950, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

- 28. Arm's Length Transaction.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
- 29. Authority to Execute.** 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.
- 30. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- 31. Anti-Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.
- 32. Notice.** Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To the District:

c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Ste. 200
Tampa, FL 33614
sbrizendine@rizzetta.com

To the Contractor:

Cooper Pools, Inc.
Attn.: Robert Bowling
4850 Allen Road, PMB 13
Zephyrhills, FL 33541

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

34. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit. The provisions in the Plan shall control over provisions in the Proposal.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

Cooper Pools, Inc.

**Connerton East
Community Development District**



Name: Krista Wentworth
Title: Office assistant



Kelly Evans (Jul 11, 2025 08:20 EDT)

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

Affidavit for Anti-Human Trafficking

Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared Krista Wentworth, who being duly sworn, deposes and says (the "Affiant"):

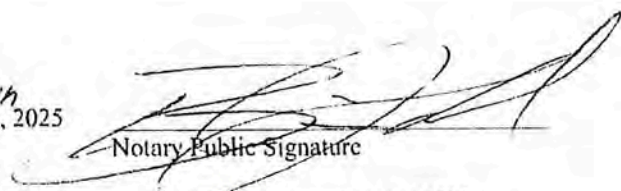
1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the Assistant (Title) of Cooper Pools Inc (the "Company") and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the Prosperity Lakes Community Development District.
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.


Signature of Affiant

Sworn before me on July 10th, 2025


Notary Public Signature



BRIAN K. HAMMOND
Notary Public
State of Florida
Comm# HH336265
Expires 11/29/2026

Notary Stamp

EXHIBIT "A"



FL Contractors License CPC1459240

COMMERCIAL POOL SERVICE AGREEMENT

Connerton Pleasant Morning Fountain

Date 7/8/2025

For and in consideration of the charges stated below, Cooper Pools Inc. agrees to furnish the below described pool service at the above address. The customer, by subscribing to this proposal, agrees to the terms, and to the amount and time payment for this service.

SERVICE TO BE PROVIDED: COMMERCIAL POOL SERVICE and Fountains

On each day of service at the pool, the following will be performed by a pool cleaning technician as necessary:

1. Tile will be cleaned as needed.
2. Surface will be skimmed, and floating debris will be removed.
3. Walls and floor will be brushed as necessary to remove algae.
4. Water chemistry will be checked and brought into proper balance.
 - a) including water level monitoring each visit to maintain proper chemical balance.
5. Strainer baskets will be emptied, as necessary.
6. Filters will be cleaned as necessary to ensure proper filtration of pool.
7. Pool floor will be netted to remove debris and vacuumed as needed.
8. Equipment will be inspected, and any necessary repairs will be reported to the management company and referred to the repair department for repair by a licensed service repair technician.

CONTRACTOR will provide chlorine, muriatic acid or soda ash to maintain pH, sodium bicarbonate to maintain Total Alkalinity, Cyanuric Acid to stabilize and calcium chloride to maintain Calcium level. Special chemical additives such as Algaecides or Sequestering Agents may be added as necessary at additional **cost to the customer**.

CUSTOMER is required to test water on non-service days per Florida Department of Health. Cooper Pools will also offer to test water on non service days for \$40 per visit.

We strive to maintain all of our clients pools with 100% quality year round, Cooper pools reserves the right to change service days during certain times of the year such as leaf and pollen season, rainy season or after named storms.

RATE for Commercial Service will be;

Pleasant Morning Fountain Fountain, 1x week

\$_250__ per month for _1_ visits-per-week service for fountains

Total of 1 entry fountains

Non Service Days observed by Cooper Pools Inc;

Thanksgiving day, Christmas Day, New Years Day, 2 days for state training typically Feb or Mar.

Mechanical repairs and work that is not considered routine maintenance will be billed at a labor rate of \$180 per hour.







2025-07-09 Connerton East CDD Cooper Pools Fountain Maint exec by vendor

Final Audit Report

2025-07-11

Created:	2025-07-11
By:	Diana Kronick (dkronick@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ5QoAy3EJy5DOXPJ4obVaNzdAyobYScu

"2025-07-09 Connerton East CDD Cooper Pools Fountain Maint exec by vendor" History

-  Document created by Diana Kronick (dkronick@rizzetta.com)
2025-07-11 - 12:09:08 PM GMT
-  Document emailed to Kelly Evans (kelly.evans@lennar.com) for signature
2025-07-11 - 12:09:19 PM GMT
-  Email viewed by Kelly Evans (kelly.evans@lennar.com)
2025-07-11 - 12:11:17 PM GMT
-  Document e-signed by Kelly Evans (kelly.evans@lennar.com)
Signature Date: 2025-07-11 - 12:20:46 PM GMT - Time Source: server
-  Agreement completed.
2025-07-11 - 12:20:46 PM GMT

Tab 4

**CONNERTON 3.2 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
AGREEMENT**

This **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (this “Agreement”) is made and entered into as of the 7th day of July, 2025, by and among **CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT** (the “Customer”), whose address is: 3434 Colwell Ave, Suite 200, 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 May 7th, 2024, 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 _____, 2025,
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 _____, 2025,
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:

[CONTINUED ON FOLLOWING PAGE]

[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 _____, 2025, 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

SEVENTY-THREE (73) 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 3 PHASE 2A

Tract "A-11" of CONNERTON VILLAGE 3 PHASE 2A according to the plat thereof, as recorded in Plat Book 94, Pages 58 through 65 of the Public Records of Pasco County, Florida.

**CONNERTON 4.2 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
AGREEMENT**

This **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (this “Agreement”) is made and entered into as of this July 7th, 2025, by and among **CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT** (the “Customer”), whose address is: 3434 Colwell Ave, Suite 200, 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 May 7th, 2024, 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 _____, 2025,
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 _____, 2025,
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:

[CONTINUED ON FOLLOWING PAGE]

[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 _____, 2025, 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

NINE (9) 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 4 PHASE 2A

Tract "A-10" of CONNERTON VILLAGE 4 PHASE 2A according to the plat thereof, as recorded in Plat Book 95, Pages 103 through 111 of the Public Records of Pasco County, Florida

Tab 5

Agreement for Professional Engineering Services

This Agreement for Professional Engineering Services (this "**Agreement**") is entered into as of July 29, 2025, between the **Connerton East Community Development District** (the "**District**") and **Clearview Land Design, P.L.**, a Florida Limited Liability Company (the "**Engineer**"), in accordance with the scope of services and for the fees set forth below.

SCOPE OF SERVICES

The Engineer shall be the District's engineer, and in that capacity, shall perform the following:

1. General Consultation, Meetings, and District Representation:
 - a) Consult with the Board of Supervisors of the District ("**Board**") and its designated representative and participate in such meetings, discussions, project site visits, workshops and hearings as may be necessary for the administration, accomplishment and fulfillment of the professional services set forth herein with regard to those projects authorized by the Board;
 - b) Consultation and representation before the Southwest Florida River Florida Water Management District and such other public agencies and private individuals as may be necessary in connection with the interests of the District and when so directed to do so by the Board or its designated representative;
 - c) Engineer's contract administration services, including: establishing and maintaining project records, files and permitting documents; planning, scheduling, production and quality control; coordinating and invoicing management; coordinating and administering of various professional service elements; and
 - d) Such other professional and technical services as may be requested by the Board, in accordance with generally accepted engineering practices and procedures.
2. Meetings of the Board. At the District's direction, the Engineer shall attend regular and special meetings of the Board.
3. Operating and Maintenance of District Facilities and Infrastructure. The Engineer shall consult with and advise the Board, or its designated representative, on the operation and maintenance of all District facilities and infrastructure.
4. Inspection of District Facilities and Infrastructure. The Engineer shall make periodic inspections of the District's facilities and infrastructure, at the direction of the Board, and shall provide reports to the Board of these observations.
5. Maintenance Work. The Engineer shall recommend to the Board, such maintenance as is necessary for the District's facilities and infrastructure and shall prepare a project task report for such purposes.
6. Annual Maintenance Budget. The Engineer shall assist in the preparation of the District's annual maintenance budget.
7. Permitting. The Engineer shall assist the District in preparing and submitting to the appropriate regulatory agency those permit application materials needed for environmental, design and

construction elements of the District's facilities and infrastructure and shall assist the District with the processing of such applications.

8. Construction Project Plans and Specifications. The Engineer shall prepare plans and specifications, contract documents, cost estimates, bid evaluations and other allied engineering work for these construction projects undertaken by the District.
9. Surveying Services. The Engineer, or a subconsultant to the Engineer, shall provide boundary, land, topographic construction master control, construction staking and excavation quantity surveys in support of the projects and services described herein, as requested by the Board.
10. Construction Project Oversight. The Engineer shall provide project oversight services for the District on all District construction projects for which the Engineer prepared or assisted in the preparation of construction drawings and specifications, District construction projects for which a work certification or permit is required by a regulatory agency, and all other construction projects for which the Board has requested the Engineer to provide oversight services in the interest of the District ("**Construction Project(s)**"). Project oversight services shall be performed by the Engineer or by persons in the employ of and working under the direction and control of the Engineer. The performance of project oversight services may require one or more full or part-time project representative, depending upon the requirements of the Construction Project. The Engineer, or its representative, shall endeavor to consult the District against all defects and deficiencies in all Construction Projects. However, the Engineer's furnishing of project oversight services does not guarantee the work of any contractor, nor represent the assumption by the Engineer of any obligation for job safety. The Engineer shall not be responsible for the enforcement of safety regulations involving any contract to the District. The Engineer shall file oversight reports with the District, as necessary, based on the length and complexity of the Construction Project, except that the Engineer shall file oversight reports at least monthly.
11. Litigation and Legal Proceedings. The Engineer shall assist the District in all litigation or legal action, and upon the District's request, may act as an expert witness on behalf of the District, as needed.
12. Engineering Records. The Engineer shall maintain copies of all such designs, plans, specifications, construction documents, reports, permits, correspondence, records and other data produced by the Engineer in the performance of services under this agreement. Upon the request of the District, the Engineer shall transfer duplicates of appropriate engineering records to the District's office, and the Engineer shall be reimbursed for the cost of reproduction.
13. Additional Services. The Engineer shall provide such other additional services as may be required by the District and mutually agreed to.

ENGINEERING SERVICES WORK AUTHORIZATION

Performance by the Engineer of the work described in paragraphs 1 through 6, of the Scope of Services shall be approved and authorized upon execution of this Agreement.

Performance by the Engineer of the work described in paragraphs 7 through 13 of the Scope of Services shall be mutually agreed upon and subject to the reasonable approval and direction of the Board, and the issuance of an approved work authorization ("WA"). Each WA issued shall delineate the scope of work to be performed, including that work described in the Scope of Services, that is to be performed; all work set forth in the WA shall have been established at the time the work was requested and shall not be exceeded,

except with the prior written approval of the Board. The Board may increase the maximum fee set forth in a WA when the scope of work, as delineated in the WA, is changed, or when additional work must be performed which could not have been reasonably foreseen or anticipated at the time the WA was authorized and issued.

INSURANCE

The Engineer shall provide the District with evidence of insurance with limits of liability not less than the amounts described below and such insurance policy may not be canceled without a 30-day written notice to the District.

1. Workmen's Compensation: As required by law.
2. General Liability
 - a. Bodily Injury (including contractual): \$2,000,000.00
 - b. Property Damage (including contractual): \$1,000,000.00 Umbrella
3. Automobile Liability
 - a. Bodily Injury/Property Damage: \$2,000,000.00 Combined Single Limit
4. Professional Liability for Errors & Omissions: \$1,000,000.00

CODE AND REGULATORY COMPLIANCE

The Engineer shall prepare all documents in accordance with current, existing and applicable codes and ordinances, resolutions, and laws. The District relies on the Engineer's expertise to evaluate the applicability of these codes, resolutions and laws to the designs, products, studies and decisions that are part of the Scope of Services performed by the Engineer on behalf of the District.

The Engineer shall maintain in the Engineer's office a complete, current updated library of all of the materials, technical manuals, books, memoranda, including but not limited to codes, laws and ordinances, in Engineer's possession, necessary for Engineer to provide complete, competent services to the District.

The interpretation of codes and regulations may vary within local jurisdictions and may require input from these authorities having jurisdiction over the project. During the permit processing phase, specific interpretations of these codes and resolutions may be made by local authorities that can impact the cost and/or scheduling of the Construction Project and which are largely outside the control of the Engineer, including but not limited to:

1. The application to the construction project of codes and/or after regulatory criteria not published or enacted at the time the WA between the Engineer and the District was entered into,
2. Changes in agency staff, conflict or changes in official interpretations of existing codes and regulations, or the application of a particular code or regulation to the Construction Project, made after the WA was entered into, or
3. Conflicting interpretations of agency inspectors or representatives during or after construction of the Construction Project.

In the event of the occurrence of any of the above-described interpretations, the District may not rely upon any existing contract documents as a basis for it to proceed, with any activity that will cause the District to incur costs or liability above those set forth in the Engineer's cost estimates, prior to receipt of permits or agency approvals.

DISTRICT RESPONSIBILITIES

The District shall:

1. Furnish all permit and governmental inspection fees.
2. The District Manager is authorized to act as the District's representative, for the services to be performed under this Agreement, who shall have the authority to transmit instructions, receive information, interpret and define the policies and decisions of the District with respect to those materials, equipment, elements and systems pertinent to the Engineer's services, except as limited by those special conditions for invoicing items necessary to perform the services, that are ordered or purchased by the Engineer and are furnished by the District under the section entitled "Fees to be Paid".

TIME OF PERFORMANCE

The Engineer shall provide those professional services described in the above Scope of Services, until this Agreement is terminated in accordance with the terms of this Agreement described below.

FEES TO BE PAID

1. Professional Services:

In consideration of the performance of the services set forth in items 1 through 13 of the Scope of Services, or for such additional services as may be agreed to in writing by both parties, the Engineer shall be compensated on the actual hours worked, in accordance with the rate table set forth on **Exhibit A**.

In addition, the Engineer shall be reimbursed for direct non-salary expenses at cost, including, but not limited to, testing of materials, and subsurface explorations, equipment rental, automobile travel, per State of Florida mileage rates, printing and reproduction, plus Florida sales taxes, if applicable.

2. Litigation Support Services:

When requested by the District to assist in any litigation as an expert witness or in any other professional manner, the fee paid the Engineer for such service shall be the fee set forth in **Exhibit A**, which is a reasonable fee, which need not be limited by the finding of any Court concerning the adequacy or inadequacy of the fee.

Invoices for services rendered shall be prepared monthly and submitted to the District for review and payment. The District will pay invoices in accordance with the Florida Prompt Payment Act.

All bills and invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

All bills and invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

In no event shall the Engineer be permitted to discontinue or slow down service for any project under this Agreement for any reason whatsoever, without the written approval of the District.

If items are to be sublet, confirmed, certified, or updated, the Engineer shall order the work after receiving the approval of the District. No change in the list of subcontractors submitted as part of Engineer's proposal shall be made without the prior review and approval of the District.

When the Engineer is assisting the District in the applications for permits, or other approvals, the Engineer's fee for such services will not be contingent upon final approval or denial.

PROJECT REVIEW SERVICES

When the Engineer is required to perform services on a Construction Project site that include evaluating the conditions of items such as paving, structural, architectural, building envelope, roofing, mechanical and/or electrical systems, the Engineer's services are limited to the identification of observable conditions only. Systems not visible from within the building envelope or from accessible exterior elements of the project are not part of the Engineer's observations. Review of these systems by the Engineer will occur only when specific and detailed descriptions of the system to be evaluated and the manner in which access is to be provided are detailed in the WA.

SHOP DRAWING AND SAMPLING REVIEW

When required by the District to provide shop drawing and sample review services as part of the construction administration phase of a project, the Engineer's responsibilities shall be to review the quality and quantity of materials, drawings, methods and means of construction for conformance with the design criteria required in the contract documents.

ESTIMATES

Because the Engineer has no control over the cost of labor and materials, or competitive bidding and market conditions, all estimates of construction cost provided for herein are to be made on the basis of experience and qualifications. Accordingly, the Engineer does not guarantee the accuracy of such estimates when compared with a contractors' bid or the project construction cost.

TERMINATION

This Agreement may be terminated by the District's giving of 30 days advance written notice. Unless there is an active project that the Engineer is involved in or overseeing, this Agreement may be terminated by the Engineer's giving of 30 days advance written notice. If there is an active project that the Engineer is involved in or overseeing, then the Engineer may terminate this Agreement for all other services except for the active project by giving 30 days advance written notice. The Engineer will complete the active project or may negotiate with the District a mutually acceptable separation to account for any detriment or delays for the active project. The Engineer shall be paid the mutually agreed upon value of such services or portion of service completed prior to the date of termination and for any unpaid reimbursable expenses.

The District shall further have the right to unilaterally cancel this Agreement for refusal by the Engineer to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Engineer in conjunction with this Agreement. The Engineer may terminate this Agreement upon seven (7) days' notice in writing in the event the District has committed material breach of this Agreement. Non-payment of the Engineer's invoices in the manner required by this Agreement will be considered a material breach of this Agreement unless payment is being withheld due to Engineer's failure to perform.

PUBLIC RECORDS AND USE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, electronic data files, correspondence and contracts, as instruments of service are public records and shall be treated as such in accordance with Florida law. As required under Section 119.0701, Florida Statutes, the Engineer shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost 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, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Engineer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. The drawings and specifications may be used by the District on other construction projects, additions to the construction project, or for completion of the construction project by others, provided that the Engineer will owe no duty to or have any liability to the District as to such other projects, or for use of the Engineer's designs for purposes other than as specifically designed in the project. The District agrees, to the fullest extent permitted by law, to release, indemnify and hold the Engineer harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of the District's reuse or modification of the documents. Nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, Florida Statutes.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'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 AVENUE, SUITE 200, TAMPA, FL 33614.

PROHIBITION AGAINST CONTINGENCY FEES

The Engineer warrants that the Engineer has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that the Engineer has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

TRUTH IN NEGOTIATION

In conformance with Section 287.055(5), Florida Statutes, a truth in negotiation certificate shall be executed by Engineer, and any contract price and any additions thereto approved by the District shall be adjusted to exclude any significant sums by which the District determines that the contract price was increased due to inaccurate, incomplete, or on-current wage rates and other factual unit costs. All such adjustments shall be made within 1 year following the end of the completion of the project for which such services were rendered.

AUDIT

The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of 3 years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Engineer involving transactions related to this Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or 3 years after completion of all services under this Agreement.

NONDISCRIMINATION

The Engineer covenants and agrees that they shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin, or ancestry.

VERIFICATION OF EMPLOYMENT STATUS

The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Pursuant to Section 448.095(2), Florida Statutes, Engineer represents that Engineer is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

If the District has a good faith belief that the Engineer has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Engineer otherwise complied with its obligations thereunder, the District shall promptly notify the Engineer and the Engineer will immediately terminate its contract with the subcontractor.

ANTI-HUMAN TRAFFICKING

Pursuant to Section 787.06, Florida Statutes, Engineer represents that in entering into this Agreement, the Engineer does not use coercion for labor or services as defined in the statute. The Engineer is required to provide an affidavit, signed by an officer or a representative of the Engineer with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the

construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Engineer represents that in entering into this Agreement, the Engineer has not been placed on the convicted vendor list within the last 36 months and, in the event that the Engineer is placed on the convicted vendor list, the Engineer shall immediately notify the District whereupon this Agreement may be terminated by the District.

SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, Engineer represents that in entering into this Agreement, the Engineer has not been designated as a “scrutinized company” under the statute and, in the event that the Engineer is designated as a “scrutinized company”, the Engineer shall immediately notify the District whereupon this Agreement may be terminated by the District.

INDEMNIFICATION

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the District harmless of and from any and all liabilities, claims, causes of action, demands, suits, losses or damages arising from the negligent acts, errors, or omissions of the Engineer, the Engineer’s agents, or its employees, in the performance of professional services under this Agreement; provided, however, that the liability of the Engineer hereunder shall not exceed the minimum coverage limits as set out in the insurance requirements within this Agreement.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, NO INDIVIDUAL EMPLOYEE OF CONSULTANT OR ENGINEER OR DESIGN PROFESSIONAL PERFORMING PROFESSIONAL SERVICES IN CONNECTION WITH THIS AGREEMENT MAY BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. The venue for any actions arising out of this Agreement shall be in the county the District located.

CLAIMS AND ATTORNEYS FEES

In the event of any claim or cause of action asserted by the District against the Engineer, the District agrees that such claims or causes of action shall be directed or asserted solely against the Engineer and not against any of Engineer’s employees, officers or directors. In any claim or dispute arising from the performance of this Agreement, the prevailing party shall be entitled to recover its attorneys’ fees and all related costs and expenses, including, without limitation, attorneys’ fees and costs for all appeals and in bankruptcy proceedings.

STANDARD OF CARE

Because of the Engineer's many years of background and experience in design and construction, the Engineer is qualified to make recommendations and master designs which, in the Engineer's opinion, will meet the needs of the situation. These services will be performed to the best of the Engineer's reasonable skill and ability and commensurate with the economics of the situation.

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

ARM'S LENGTH TRANSACTION.

This Agreement has been negotiated fully between the parties as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

MODIFICATION TO THE TERMS OF THIS AGREEMENT

There is no modification or waiver of any of the terms and conditions herein unless agreed to in writing and signed by both parties.

NOTICE

Where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by U.S. Mail or email to the other party at the addresses listed below and shall be deemed received upon actual receipt:

To the District:

c/o Rizzetta
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: Scott Brizendine
sbrizendine@rizzetta.com

To Engineer:

Clearview Land Design, P.L.
3010 W. Azeele St., Ste. 150
Tampa, Florida 33609
Attn: Brian Surak
brian.surak@clearviewland.com

ENTIRE AGREEMENT

This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date above.

Clearview Land Design, P.L.



Name: Brian G. Surak, P.E.

Title: Senior Project Manager

Connerton East

Community Development District

Kelly Evans

Chair of the Board of Supervisors

Affidavit for Anti-Human Trafficking

Section 787.06(13), Florida Statutes


THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared Brian G. Surak, who being duly sworn, deposes and says (the "Affiant"):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the Senior Project Manager (Title) of Clearview Land Design, P.L. (the "Company") and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the Connerton East Community Development District.
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

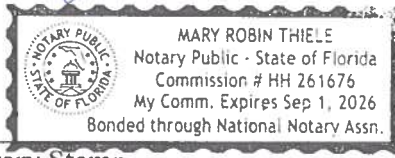
Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.


Signature of Affiant

Sworn before me on July 30th, 2025

x personally appeared
x physical presence


Notary Public Signature


Notary Stamp



Clearview
LAND DESIGN, P.L.

PROPOSAL / AUTHORIZATION FOR WORK

Date: July 24, 2025

To: Diana Kronick
Senior Administrative Assistant
Connerton East CDD c/o
Rizzetta & Company
5844 Old Pasco Rd, Suite 100
Wesley Chapel, FL 33544
DKronick@rizzetta.com

Project Name: Connerton East
CDD Services

We hereby propose to do the following work:

- CDD Engineering Services

FEE SUMMARY:

Description	Job No.	Billing Type	Amount
CDD Engineering Services	CDD-CN-001	Hourly	\$10,000
Reimbursable Expenses	CDD-CN-000R	Not to Exceed	\$1,000

All work herein is subject to the conditions described in Attachment "A" attached herewith and made a part of this "Authorization for Work".

CLEARVIEW LAND DESIGN, P.L.

ACCEPTANCE:

CONNERTON EAST CDD c/o RIZZETTA & COMPANY

Brian G. Surak, P.E.
Senior Project Manager

By: _____

Date: _____

Please return one signed copy to: miriam.hernandez@clearviewland.com

P:\Connerton\CDD East\Contracts\2025.07.24_CDD-CN-000R-001_East CDD Engineering Services_WO.docx

EXHIBIT "A"



2025 CDD Fee Schedule	
1/1/2025	
Employee Type	2025 Hourly CDD Rate
Principal	\$ 295.00
Senior Professional Engineer	\$ 240.00
Professional Engineer	\$ 215.00
Design Engineer	\$ 195.00
Senior Field Engineer	\$ 180.00
Field Engineer	\$ 150.00
Senior Landscape Architect	\$ 215.00
Landscape Architect	\$ 190.00
Landscape Designer	\$ 170.00
Senior Environmental Scientist	\$ 215.00
Environmental Scientist	\$ 155.00
Senior Entitlement Planner	\$ 215.00
Entitlement Planner	\$ 160.00
Senior Professional Surveyor & Mapper	\$ 205.00
GIS Specialist	\$ 195.00
Senior CADD Designer	\$ 180.00
CADD Designer	\$ 155.00
Senior Project Coordinator	\$ 170.00
Project Coordinator	\$ 145.00
Graphic Designer	\$ 150.00
Project CPA	\$ 220.00
Administrative Assistant	\$ 110.00

Tab 6

RESOLUTION 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted, prior to June 15th, to the Board of Supervisors (“**Board**”) of the Connerton East Community Development District (“**District**”) a proposed budget for the next ensuing budget year (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Budget

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2024-2025 and/or revised projections for fiscal year 2025-2026.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District’s records office and identified as “The Budget for the

Connerton East Community Development District for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026.”

- d. The final adopted budget shall be posted by the District Manager on the District’s website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2025, and ending September 30, 2026, the sum of \$_____, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

Total General Fund	\$_____
<i>Total Reserve Fund [if Applicable]</i>	\$_____
Total Debt Service Funds	\$_____
Total All Funds*	\$_____

*Not inclusive of any collection costs or early payment discounts.

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

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

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

Section 4. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 12, 2025.

Attested By:

Connerton East
Community Development District

Print Name: _____
Secretary/Assistant Secretary

Kelly Evans
Chair of the Board of Supervisors

Exhibit A: FY 2025-2026 Adopted Budget



Rizzetta & Company

Connerton East Community Development District

ConnertonEastcdd.org

**Approved Proposed
Budget for Fiscal Year
2025/2026**

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Rizzetta & Company

Proposed Budget
Connerton East Community Development District
 General Fund
 Fiscal Year 2025/2026

Chart of Accounts Classification		Actual YTD through 06/30/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
1							
2	ASSESSMENT REVENUES						
3							
4	Special Assessments						
5	Tax Roll*	\$ 1,119,610	\$ 1,117,147	\$ 1,112,061	\$ 5,086	\$ 1,580,787	\$ 468,726
6	Off Roll*	\$ 67,938	\$ 67,938	\$ 67,938	\$ -	\$ 44,756	\$ (23,182)
7							
8	Assessment Revenue Subtotal	\$ 1,187,548	\$ 1,185,085	\$ 1,179,999	\$ 5,086	\$ 1,625,543	\$ 445,544
9							
10	OTHER REVENUES						
11							
12	Interest Earnings						
13	Interest Earnings	\$ 22,194	\$ 29,592	\$ -	\$ 29,592	\$ -	\$ -
14	Contributions & Donations from Private Sources						
15	Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16							
17	Other Revenue Subtotal	\$ 22,194	\$ 29,592	\$ -	\$ 29,592	\$ -	\$ -
18							
19	TOTAL REVENUES	\$ 1,209,742	\$ 1,214,677	\$ 1,179,999	\$ 34,678	\$ 1,625,543	\$ 445,544
20	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.						
21							
22	EXPENDITURES - ADMINISTRATIVE						
23							
24	Legislative						
25	Supervisor Fees	\$ 11,000	\$ 12,000	\$ 12,000	\$ -	\$ 12,000	\$ -
26	Financial & Administrative						
27	Accounting Services	\$ 14,832	\$ 19,776	\$ 19,776	\$ -	\$ 20,369	\$ 593
28	Administrative Services	\$ 3,245	\$ 4,326	\$ 4,326	\$ -	\$ 4,456	\$ 130
29	Arbitrage Rebate Calculation	\$ 500	\$ 500	\$ 450	\$ (50)	\$ 500	\$ 50
30	Assessment Roll	\$ 5,150	\$ 5,150	\$ 5,150	\$ -	\$ 5,305	\$ 155
31	Auditing Services	\$ 4,275	\$ 4,275	\$ 4,275	\$ -	\$ 6,000	\$ 1,725
32	Disclosure Report	\$ 3,916	\$ 6,500	\$ 6,500	\$ -	\$ 7,500	\$ 1,000
33	District Engineer	\$ -	\$ 5,000	\$ 15,000	\$ 10,000	\$ 15,000	\$ -
34	District Management	\$ 16,223	\$ 21,630	\$ 21,630	\$ -	\$ 22,279	\$ 649
35	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -
36	Financial & Revenue Collections	\$ 2,781	\$ 3,708	\$ 3,708	\$ -	\$ 3,819	\$ 111
37	Legal Advertising	\$ 1,487	\$ 4,500	\$ 5,000	\$ 500	\$ 5,000	\$ -
38	Miscellaneous Fees	\$ 250	\$ 250	\$ -	\$ (250)	\$ -	\$ -
39	Miscellaneous Mailings	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ -
40	Public Officials Liability Insurance	\$ 2,679	\$ 2,679	\$ 2,754	\$ 75	\$ 3,000	\$ 246
41	Trustees Fees	\$ 4,256	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -
42	Website Hosting, Maintenance, Backup (and Email)	\$ 2,415	\$ 4,000	\$ 4,000	\$ -	\$ 4,000	\$ -
43	Legal Counsel						
44	District Counsel	\$ 42,049	\$ 56,065	\$ 24,000	\$ (32,065)	\$ 30,000	\$ 6,000
45	Administrative Subtotal	\$ 115,233	\$ 158,034	\$ 136,244	\$ (21,790)	\$ 146,903	\$ 10,659
46							
47	EXPENDITURES - FIELD OPERATIONS						
48							
49	Electric Utility Services						
50	Utility - Irrigation	\$ 30,220	\$ 40,293	\$ 5,000	\$ (35,293)	\$ 50,000	\$ 45,000
51	Utility - Street Lights	\$ 116,394	\$ 155,192	\$ 283,400	\$ 128,208	\$ 313,717	\$ 30,317
52	Utility Services	\$ 2,865	\$ 3,820	\$ 5,000	\$ 1,180	\$ 7,000	\$ 2,000
53	Water-Sewer Combination Services						
54	Utility - Reclaimed	\$ 7,651	\$ 10,201	\$ 5,000	\$ (5,201)	\$ 20,000	\$ 15,000
55	Stormwater Control						
56	Aquatic Maintenance	\$ 20,271	\$ 27,028	\$ 60,000	\$ 32,972	\$ 63,000	\$ 3,000
57	Mitigation Area Monitoring & Maintenance	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
58	Other Physical Environment						
59	Dog Waste Station Supply and Maintenance	\$ 9,400	\$ 12,533	\$ 6,000	\$ (6,533)	\$ 18,000	\$ 12,000
60	Entry & Walls Maintenance	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
61	Fence Maintenance	\$ -	\$ 2,500	\$ 5,000	\$ 2,500	\$ 5,000	\$ -
62	Fountain Maintenance	\$ -	\$ 3,000	\$ -	\$ (3,000)	\$ 5,000	\$ 5,000

Comments

[illegible]

Proposed Budget
Connerton East Community Development District
 General Fund
 Fiscal Year 2025/2026

Chart of Accounts Classification			Actual YTD through 06/30/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
63	General Liability Insurance	\$	3,273	\$ 3,273	\$ 3,365	\$ 92	\$ 3,666	\$ 301
64	Irrigation Repairs	\$	6,892	\$ 9,189	\$ 10,000	\$ 811	\$ 25,000	\$ 15,000
65	Landscape & Irrigation Maintenance	\$	378,134	\$ 504,179	\$ 459,000	\$ (45,179)	\$ 754,357	\$ 295,357
66	Landscape - Mulch	\$	-	\$ -	\$ 30,000	\$ 30,000	\$ 72,000	\$ 42,000
67	Landscape Inspection Services	\$	6,750	\$ 9,000	\$ 9,000	\$ -	\$ 10,200	\$ 1,200
68	Landscape Replacement Plants, Shrubs, Trees	\$	7,860	\$ 10,480	\$ 10,000	\$ (480)	\$ 50,000	\$ 40,000
69	Maintenance & Repairs	\$	1,670	\$ 2,227	\$ 500	\$ (1,727)	\$ 500	\$ -
70	Pedestrian Boardwalk and Bridge Maintenance	\$	-	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ -
71	Property Insurance	\$	27,055	\$ 27,055	\$ 40,000	\$ 12,945	\$ 40,000	\$ -
72	Sidewalk/Road Repairs	\$	-	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ -
73	Street Sign Repairs/Replacement	\$	1,675	\$ 2,233	\$ 500	\$ (1,733)	\$ 2,500	\$ 2,000
74	Trail/Bike Path Maintenance	\$	-	\$ -	\$ 1,000	\$ 1,000	\$ 5,000	\$ 4,000
75	Contingency							
76	Miscellaneous Contingency	\$	5,097	\$ 6,796	\$ 96,990	\$ 90,194	\$ 19,700	\$ (77,290)
77								
78	Field Operations Subtotal	\$	625,207	\$ 829,000	\$ 1,043,755	\$ 214,755	\$ 1,478,640	\$ 434,885
79								
80	TOTAL EXPENDITURES	\$	740,440	\$ 987,034	\$ 1,179,999	\$ 192,965	\$ 1,625,543	\$ 445,544
81								
82	EXCESS OF REVENUES OVER EXPENDITURES	\$	469,302	\$ 227,643	\$ -	\$ 227,643	\$ -	\$ -
83								

Comments

[illegible]

Connerton East Community Development District			
Debt Service			
Fiscal Year 2025/2026			
Chart of Accounts Classification	Series 2023 AA1	Series 2025	Budget for 2025/2026
REVENUES			
Special Assessments			
Net Special Assessments ⁽¹⁾	\$861,431.84	\$681,284.48	\$1,542,716.32
TOTAL REVENUES	\$861,431.84	\$681,284.48	\$1,542,716.32
EXPENDITURES			
Administrative			
Debt Service Obligation	\$861,431.84	\$681,284.48	\$1,542,716.32
Administrative Subtotal	\$861,431.84	\$681,284.48	\$1,542,716.32
TOTAL EXPENDITURES	\$861,431.84	\$681,284.48	\$1,542,716.32
EXCESS OF REVENUES OVER EXPENDITURES			\$0.00

Pasco County Collection Costs (2%) and Early Payment Discounts (4%):

6.0%

GROSS ASSESSMENTS	\$1,641,187.57
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Notes:

Tax Roll County Collection Costs (2%) and Early Payment Discounts (4%) are a total 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

(1) Maximum Annual Debt Service

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT
2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2025/2026 O&M Budget:		\$1,625,543.00	2024/2025 O&M Budget:	\$1,179,999.00
Collection Costs:	2%	\$34,586.02	2025/2026 O&M Budget:	\$1,625,543.00
Early Payment Discounts:	4%	\$69,172.04		
2025/2026 Total:		\$1,729,301.06	Total Difference:	\$445,544.00

Lot Size		Assessment Breakdown		Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
				2024/2025	2025/2026	\$	%
PLATTED							
Assessment Area 1							
Village 3B Townhomes 22'	Series 2023 Debt Service	\$737.21	\$737.21	\$0.00	0.00%		
	Operations & Maintenance	\$531.84	\$528.03	-\$3.81	-0.72%		
	Total	\$1,269.05	\$1,265.24	-\$3.81	-0.30%		
Parcel 219 Townhomes 22'	Series 2023 Debt Service	\$737.21	\$737.21	\$0.00	0.00%		
	Operations & Maintenance	\$531.84	\$528.03	-\$3.81	-0.72%		
	Total	\$1,269.05	\$1,265.24	-\$3.81	-0.30%		
Parcel 219 Villa 42.5'	Series 2023 Debt Service	\$1,424.15	\$1,424.15	\$0.00	0.00%		
	Operations & Maintenance	\$1,027.41	\$1,020.06	-\$7.35	-0.72%		
	Total	\$2,451.56	\$2,444.21	-\$7.35	-0.30%		
Parcel 4.1 Single Family 40'	Series 2023 Debt Service	\$1,340.38	\$1,340.38	\$0.00	0.00%		
	Operations & Maintenance	\$966.98	\$960.06	-\$6.92	-0.72%		
	Total	\$2,307.36	\$2,300.44	-\$6.92	-0.30%		
Parcel 4.1 Single Family 50'	Series 2023 Debt Service	\$1,675.47	\$1,675.47	\$0.00	0.00%		
	Operations & Maintenance	\$1,208.72	\$1,200.08	-\$8.64	-0.71%		
	Total	\$2,884.19	\$2,875.55	-\$8.64	-0.30%		
Parcel 4.1 Single Family 60'	Series 2023 Debt Service	\$2,010.57	\$2,010.57	\$0.00	0.00%		
	Operations & Maintenance	\$1,450.47	\$1,440.09	-\$10.38	-0.72%		
	Total	\$3,461.04	\$3,450.66	-\$10.38	-0.30%		
Parcel 3A-1 Single Family 40'	Series 2023 Debt Service	\$1,340.38	\$1,340.38	\$0.00	0.00%		
	Operations & Maintenance	\$966.98	\$960.06	-\$6.92	-0.72%		
	Total	\$2,307.36	\$2,300.44	-\$6.92	-0.30%		
Parcel 3A-1 Single Family 50'	Series 2023 Debt Service	\$1,675.47	\$1,675.47	\$0.00	0.00%		
	Operations & Maintenance	\$1,208.72	\$1,200.08	-\$8.64	-0.71%		
	Total	\$2,884.19	\$2,875.55	-\$8.64	-0.30%		
Parcel 3A-1 Single Family 60'	Series 2023 Debt Service	\$2,010.57	\$2,010.57	\$0.00	0.00%		
	Operations & Maintenance	\$1,450.47	\$1,440.09	-\$10.38	-0.72%		
	Total	\$3,461.04	\$3,450.66	-\$10.38	-0.30%		
Assessment Area 2							
Parcel 4.2 - Single Family 40'	Series 2025 Debt Service ⁽¹⁾	\$0.00	\$1,340.31	\$1,340.31	N/A		
	Operations & Maintenance	\$966.98	\$960.06	-\$6.92	-0.72%		
	Total	\$966.98	\$960.06	-\$6.92	-0.72%		
Parcel 4.2 - Single Family 50'	Series 2025 Debt Service ⁽¹⁾	\$0.00	\$1,675.38	\$1,675.38	N/A		
	Operations & Maintenance	\$1,208.72	\$1,200.08	-\$8.64	-0.71%		
	Total	\$1,208.72	\$1,200.08	-\$8.64	-0.71%		

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT
2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2025/2026 O&M Budget:		\$1,625,543.00	2024/2025 O&M Budget:	\$1,179,999.00
Collection Costs:	2%	\$34,586.02	2025/2026 O&M Budget:	\$1,625,543.00
Early Payment Discounts:	4%	\$69,172.04		
2025/2026 Total:		\$1,729,301.06	Total Difference:	\$445,544.00

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2024/2025	2025/2026	\$	%
Parcel 4.2 - Single Family 60'	Series 2025 Debt Service ⁽¹⁾	\$0.00	\$2,010.46	\$2,010.46	N/A
	Operations & Maintenance	\$1,450.47	\$1,440.09	-\$10.38	-0.72%
	Total	\$1,450.47	\$1,440.09	-\$10.38	-0.72%
Parcel 3A-2 - Single Family 40'	Series 2025 Debt Service ⁽¹⁾	\$0.00	\$1,340.31	\$1,340.31	N/A
	Operations & Maintenance	\$966.98	\$960.06	-\$6.92	-0.72%
	Total	\$966.98	\$960.06	-\$6.92	-0.72%
Parcel 3A-2 - Single Family 50'	Series 2025 Debt Service ⁽¹⁾	\$0.00	\$1,675.38	\$1,675.38	N/A
	Operations & Maintenance	\$1,208.72	\$1,200.08	-\$8.64	-0.71%
	Total	\$1,208.72	\$1,200.08	-\$8.64	-0.71%
Parcel 3A-2 - Single Family 60'	Series 2025 Debt Service ⁽¹⁾	\$0.00	\$2,010.46	\$2,010.46	N/A
	Operations & Maintenance	\$1,450.47	\$1,440.09	-\$10.38	-0.72%
	Total	\$1,450.47	\$1,440.09	-\$10.38	-0.72%
Villages 4, 3-2B, & 3-2C					
Parcel 3B-2 & 3C - Single Family 40'	Operations & Maintenance	\$59.40	\$960.06	\$900.66	1516.26%
	Total	\$59.40	\$960.06	\$900.66	1516.26%
Parcel 3B-2 & 3C - Single Family 50'	Operations & Maintenance	\$74.25	\$1,200.08	\$1,125.83	1516.27%
	Total	\$74.25	\$1,200.08	\$1,125.83	1516.27%
Parcel 3B-2 & 3C - Single Family 60'	Operations & Maintenance	\$89.10	\$1,440.09	\$1,350.99	1516.26%
	Total	\$89.10	\$1,440.09	\$1,350.99	1516.26%
Parcel 3C - Townhomes	Operations & Maintenance	\$32.67	\$528.03	\$495.36	1516.25%
	Total	\$32.67	\$528.03	\$495.36	1516.25%
Parcel 4 - Villas 42.5'	Operations & Maintenance	\$63.11	\$1,020.06	\$956.95	1516.32%
	Total	\$63.11	\$1,020.06	\$956.95	1516.32%
UNPLATTED					
Parcel 4 - Single Family 40'	Operations & Maintenance	\$59.40	\$62.04	\$2.64	4.44%
	Total	\$59.40	\$62.04	\$2.64	4.44%
Parcel 4 - Single Family 50'	Operations & Maintenance	\$74.25	\$77.55	\$3.30	4.44%
	Total	\$74.25	\$77.55	\$3.30	4.44%
Parcel 4 - Single Family 60'	Operations & Maintenance	\$89.10	\$93.06	\$3.96	4.44%
	Total	\$89.10	\$93.06	\$3.96	4.44%

⁽¹⁾ The Series 2025 Bonds will be issued April 16, 2025 and interest will be capitalized through June 15, 2025. Therefore, Series 2025 debt service assessments will be levied beginning FY 2025-2026.

(1) Reflects the number of total lots with Series 2023 and Series 2025 Debt Outstanding.

(2) Annual debt service assessment per lot adopted in connection with the Series 2023 and Series 2025 bond issuance. Annual assessment includes principal, interest, Pasco County collection costs and early payment discounts.

(3) Annual assessment that will appear on November 2025 Pasco County property tax bill for Platted Lots only. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early). Unplatted lots will be direct billed and will exclude the county collection costs and early payment discounts.

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Funding/Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance/Dry Pond Mowing: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Wall and Fence Maintenance: The District will incur expenditures to maintain the wall and the fencing.

Entry Maintenance: The District will incur expenditures to maintain the entry monuments.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Landscape Mulch: Expenditures related to mulch replacement.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

DEBT SERVICE FUND BUDGET

ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

Tab 7

RESOLUTION 2025-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT IMPOSING ANNUALLY RECURRING OPERATIONS AND MAINTENANCE NON-AD VALOREM SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF ALL DISTRICT SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Connerton East Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is located in Pasco County, Florida (“**County**”);

WHEREAS, the Board of Supervisors of the District (“**Board**”) hereby determines to undertake various activities described in the District’s adopted budget for fiscal year 2025-2026 attached hereto as **Exhibit A** (“**FY 2025-2026 Budget**”) and incorporated as a material part of this Resolution by this reference;

WHEREAS, the District must obtain sufficient funds to provide for the activities described in the FY 2025-2026 Budget;

WHEREAS, the provision of the activities described in the FY 2025-2026 Budget is a benefit to lands within the District;

WHEREAS, the District may impose non-ad valorem special assessments on benefited lands within the District pursuant to Chapter 190, Florida Statutes;

WHEREAS, such special assessments may be placed on the County tax roll and collected by the local Tax Collector (“**Uniform Method**”) pursuant to Chapters 190 and 197, Florida Statutes;

WHEREAS, the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method;

WHEREAS, the District has approved an agreement with the County Property Appraiser (“**Property Appraiser**”) and County Tax Collector (“**Tax Collector**”) to provide for the collection of special assessments under the Uniform Method;

WHEREAS, it is in the best interests of the District to proceed with the imposition, levy, and collection of the annually recurring operations and maintenance non-ad valorem special assessments on all assessable lands in the amount contained for each parcel’s portion of the FY 2025-2026 Budget (“**O&M Assessments**”);

WHEREAS, the Board desires to collect the annual installment for the previously levied debt service non-ad valorem special assessments (“**Debt Assessments**”) in the amounts shown in the FY 2025-2026 Budget;

WHEREAS, the District adopted an assessment roll as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference (“**Assessment Roll**”);

WHEREAS, it is in the best interests of the District to certify a portion of the Assessment Roll on the parcels designated in the Assessment Roll to the Tax Collector pursuant to the Uniform Method and to directly collect a portion of the Assessment Roll on the parcels designated in the Assessment Roll through the direct collection method pursuant to Chapter 190, Florida Statutes; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, including the property certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll, for such time as authorized by Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Benefit from Activities and O&M Assessments. The provision of the activities described in the FY 2025-2026 Budget confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the O&M Assessments allocated to such lands. The allocation of the expenses of the activities to the specially benefited lands is shown in the FY 2025-2026 Budget and in the Assessment Roll.

Section 2. O&M Assessments Imposition. Pursuant to Chapter 190, Florida Statutes and procedures authorized by Florida law for the levy and collection of special assessments, the O&M Assessments are hereby imposed and levied on benefited lands within the District in accordance with the FY 2025-2026 Budget and Assessment Roll. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

Section 3. Collection and Enforcement of District Assessments.

- a. **Uniform Method for certain Debt Assessments and certain O&M Assessments.** The collection of the Debt Assessments and O&M Assessments on certain lands designated for collection using the Uniform Method as described in the Assessment Roll, shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method. All assessments collected by the Tax Collector shall be due, payable, and enforced pursuant to Chapter 197, Florida Statutes.
- b. **Direct Bill for Certain Debt Assessments.**
 - i. The Debt Assessments on undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
 - ii. Debt Assessments directly collected by the District are due in full on December 1, 2025; provided, however, that, to the extent permitted by law, the Debt

Assessments due may be paid in several partial, deferred payments and according to the following schedule:

1. 50% due no later than December 1, 2025
 2. 25% due no later than February 1, 2026
 3. 25% due no later than May 1, 2026
- iii. In the event that a Debt Assessment payment is not made in accordance with the schedule stated above, the whole Debt Assessment – including any remaining partial or deferred payments for Fiscal Year 2025-2026 as well as any future installments of the Debt Assessment – shall immediately become due and payable. Such Debt Assessment shall accrue interest (at the applicable rate of any bonds or other debt instruments secured by the Debt Assessment), statutory penalties in the amount of 1% per month, and all costs of collection and enforcement. Such Debt Assessment shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement.
- iv. In the event a Debt Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein.

c. Direct Bill for Certain O&M Assessments.

- i. The O&M Assessments on certain lands (as designated for direct collection in the Assessment Roll) will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
- ii. O&M Assessments directly collected by the District are due in full on December 1, 2025; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule:
 1. 50% due no later than December 1, 2025
 2. 25% due no later than February 1, 2026
 3. 25% due no later than April 1, 2026
- iii. In the event that an O&M Assessment payment is not made in accordance with the schedule stated above, the whole O&M Assessment may immediately become due and payable. Such O&M Assessment shall accrue statutory penalties in the amount of 1% per month and all costs of collection and enforcement. Such O&M Assessment shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties and costs of collection and enforcement.

- d. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

Section 4. Certification of Assessment Roll. The Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.

Section 5. Assessment Roll Amendment. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

Section 6. Assessment Challenges. The adoption of this Resolution shall be the final determination of all issues related to the O&M Assessments as it relates to property owners whose benefited property is subject to the O&M Assessments (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the O&M Assessments, and the levy, collection, and lien of the O&M Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

Section 7. Procedural Irregularities. Any informality or irregularity in the proceedings in connection with the levy of the O&M Assessments shall not affect the validity of the same after the adoption of this Resolution, and any O&M Assessments as finally approved shall be competent and sufficient evidence that such O&M Assessment was duly levied, that the O&M Assessment was duly made and adopted, and that all other proceedings adequate to such O&M Assessment were duly had, taken, and performed as required.

Section 8. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

Section 9. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 12, 2025.

Attested By:

Connerton East
Community Development District

Print Name: _____
Secretary/Assistant Secretary

Kelly Evans
Chair of the Board of Supervisors

Exhibit A: FY 2025-2026 Budget

Tab 8

RESOLUTION 2025-12

A RESOLUTION OF THE CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES, AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (the “**Board**”) desires to designate the schedule (including the date, time, and location) of its regular meetings for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026 (“**FY 2025-2026 Meeting Schedule**”); and

WHEREAS, the Board is required by Section 189.015, Florida Statutes to file a schedule of its regular meetings with the local governing authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. **Adoption of Meeting Schedule** The FY 2025-2026 Meeting Schedule attached hereto as **Exhibit A** and incorporated by reference herein is hereby approved and adopted.
2. **Publication and Filing of Meeting Schedule**. The District Manager is hereby directed to publish and file the FY 2025-2026 Meeting Schedule in accordance with the requirements of Florida law.
3. **Effective Date**. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED THIS 12th DAY OF AUGUST, 2025.

ATTEST:

**CONNERTON EAST COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

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

EXHIBIT A
Notice of FY 2025/2026 Meeting Schedule
Connerton East Community Development District

October 14, 2025 *
November 11, 2025
December 9, 2025*
January 13, 2026
February 10, 2026 *
March 10, 2026
April 25, 2026
May 12, 2026
June 9, 2026
July 14, 2026
August 11, 2026
September 8, 2026 *

All meetings will convene at 9:00 a.m. * except October, December, February, and September will convene at 5:00 p.m. at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, FL 33558.

Tab 9

**Connerton East Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025**

1. Financial Goals and Objectives – Financial Transparency

Goal 1.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 1.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit and current fiscal year budget with any amendments.

Measurement: Annual audit and previous years' budgets are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package.

Achieved: Yes ☐ No ☐

Goal 1.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

2. Board Meeting Goals and Objectives - Productive Meetings

Goal 2.1: Public Meetings Compliance

Objective: Hold regular Board of Supervisor meetings to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two board meetings were held during the Fiscal Year or more as may be necessary or required by local ordinance and establishment requirements.

Achieved: Yes ☐ No ☐

Goal 2.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website and publishing in local newspaper.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper and CDD website).

Achieved: Yes ☐ No ☐

3. Administrative Goals and Objectives – Website Maintenance

Goal 3.1 Website Maintenance & Monitoring

Objective: Ensure that public records are readily available and easily accessible to the public by posting agendas to website seven (7) days in advance of the CDD meeting.

Measurement: Quarterly website reviews will be completed to ensure public records are up to date.

Standard: 100% of quarterly website checks were completed by District Management and ADA Website Provider.

Achieved: Yes ☐ No ☐

4. Operational Goals and Objectives – Communication

Goal 4.1 Effective Communication

Objective: Ensuring timely resolution of maintenance concerns.

Measurement: Board and residents contact District Manager outside of the meeting to report maintenance issues, not taking up time during a meeting.

Standard: All emails and calls are addressed by District Staff within (24) hours of notification.

Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____

Date:_____

Print Name:_____

Connerton East Community Development District

District Manager:_____

Date:_____

Print Name:_____

Connerton East Community Development District

Tab 10



MONTHLY REPORT

AUGUST, 2025





Prepared for: Debby Bayne Wallace
Prepared By: Devon Craig

SUMMARY:

The air temperatures and periodic rain falls are definitely taking its toll through out Florida right now. Sweltering heats and high water temps are causing blooms. This is temporary and are expected. Storm water retention ponds are catching all the runoff from the rainfall by design and prevent maintenance is tough to maintain during this time. Between dilution and overflow it is tough to keep in the ponds. Technicians are on-site a lot more this time of year and are reactive to these blooms.



Pond #195 Treated for Algae and Shoreline Vegetation.



Pond #219N Treated for Algae and Shoreline Vegetation.



Pond #219S Treated for Algae and Shoreline Vegetation.



Pond # Treated for Shoreline Vegetation.



Pond # Treated for Shoreline Vegetation.



Pond # Treated for Shoreline Vegetation.

Jul 23, 2025 at 2:47:05 PM



Jul 23, 2025 at 3:12:12 PM



Jul 23, 2025 at 3:25:04 PM



Pond # Treated for Shoreline Vegetation.

Pond # Treated for Shoreline Vegetation.

Pond # Treated for Shoreline Vegetation.



Pond # Treated for Algae and Shoreline Vegetation.



Pond # Treated for Algae and Shoreline Vegetation.



Pond # Treated for Shoreline Vegetation.

Tab 11

Thank you for choosing Cooper Pools, your service is now complete.



Hi ,

The technician completed today's scheduled service. All tasks were performed according to the maintenance plan with great attention to detail. For any further assistance or inquiries, please do not hesitate to contact us at 844-766-5256.

Cooper Pools Inc



PENTAIR

CLEAN & CLEAR® CARTRIDGE FILTER

MODEL	CC68	CC75	CC100	CC150	CC200	
EFFECTIVE FILTRATION AREA (sq. ft.)	50	75	100	150	200	
DESIGN FLOW RATE	RESIDENTIAL (gpm)	50	75	100	150	200
DESIGN FLOW RATE	COMMERCIAL (gpm)	19	28	38	56	75
REPLACEMENT ELEMENT PART NO.	R173213	R173214	R173215	R173216	R173217	
MAXIMUM WORKING PRESSURE (psi)	50	50	50	50	50	
PRESSURE DROP AT DESIGN FLOW RATE	RESIDENTIAL (psi)	3.5	5	6.5	8	8
PRESSURE DROP AT DESIGN FLOW RATE	COMMERCIAL (psi)	0.5	0.7	0.9	1.1	1.1
CLEARANCE TO REMOVE TOP (in.)	30	38	50	58	88	

MODEL NO. PURCHASED OUT ABOVE

CERTIFIED TO
NSF/ANSI 55

APPROVED FOR USE
FRESHWATER SWIMMING
SPAS AND HOT TUBS
APPROVED FOR RESIDENTIAL
PUBLIC USE.

© 2014 Pentair, All rights reserved. WWW.PENTAIR.COM
P/N 17855 REV. J. 1/14/14

Pump On

DATE OF SERVICE

July 31, 2025 at 9:43 AM

LOCATION

21100 Fountain Garden Way
Land O Lakes, FL 34637

SERVICED BY

Bob Bowling

WATER FEATURE SERVICE INFO

READINGS

1 ppm free chlorine

7.4 pH

50.0 ppm total alkalini uy. vty

0 ppm stabalizer

CHEMICALS ADDED

½ jug liquid chlorine

½ gal pH ↓

1 lbs cyanuric acid

2 lbs alkalinity ↑

SERVICES PERFORMED

Pump On

Tab 12

CONNERTON EAST

LANDSCAPE INSPECTION REPORT



July 31, 2025

Rizzetta & Company

John R Toborg – Division Manager

Landscape Inspection Services



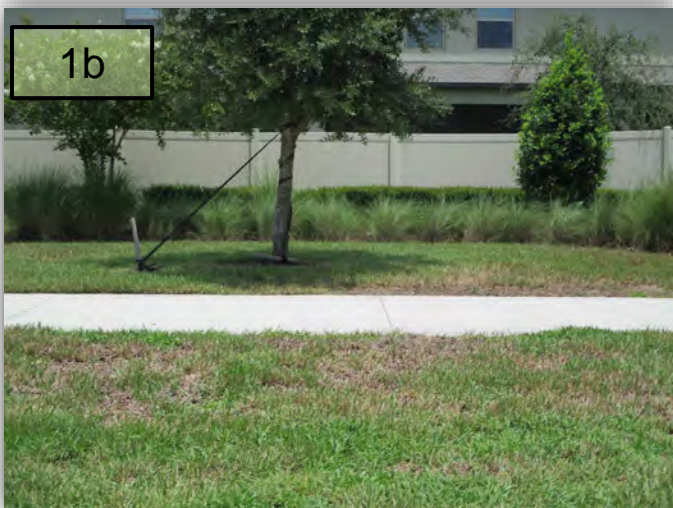
Rizzetta & Company
Professionals in Community Management

Summary, General Comments, Flourish, Ashworth Park

Summary, General Updates, Recent & Upcoming Maintenance Events

The following are action items for Steadfast Contractor's Alliance (SCA) to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Orange** is for staff and **Bold Black Underlined** is information or questions for the District BOS.

1. There remain browning and thinning patches of turf on the east side of Flourish (including along the sidewalks – chinch bug?) between Little Bluestem and Violet Periwinkle. Are these being monitored and treated by Steadfast? (Pics 1a – c>)



3. Bare turf areas are also expanding in Campanula/Adriatic Park. Are these also being monitored and treated by Steadfast? Treat turf weeds. When was the last time this park turf was fertilized? (Pics 3a & b>)



2. **The dead end of Flourish is getting a bit difficult to get into now that roadway construction is commencing.**

4. Turf is also declining on the north ROW of Violet Periwinkle between Flourish and Campanula. (Pic 4>)

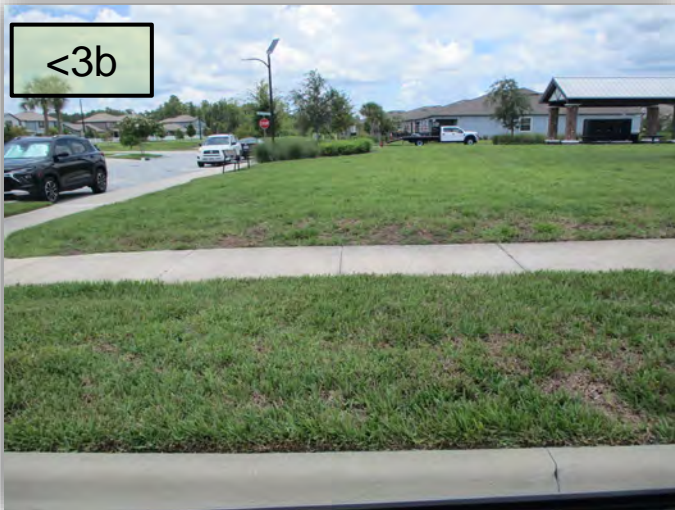


Dog Park, Little Bluestem

5. I believe the dog park is much too wet to attempt to mow. Water is standing to the north like it was last fall. (Pic 5)



6. Turf has been replaced outside the dog park. However, where new turf stops, there remains some very thin turf. (Pics 6a & b)



7. We continue to lose this turf on the north side of Little Bluestem past Ashworth. Is this being monitored and treated? (Pic 7)



Little Bluestem

8. New turf has also been installed in a few areas along the north side of Little Bluestem between Ashworth and Nyssa.

Was the irrigation frequency and duration altered? If so, what is the current frequency and duration? (Pics 8a – d>)



9. Please “terrace” the two different plant types in front of the fence along the north side of Little Bluestem. You can’t see the one on the back side. Maintain a 12” -18” difference in height. (Pic 9>)

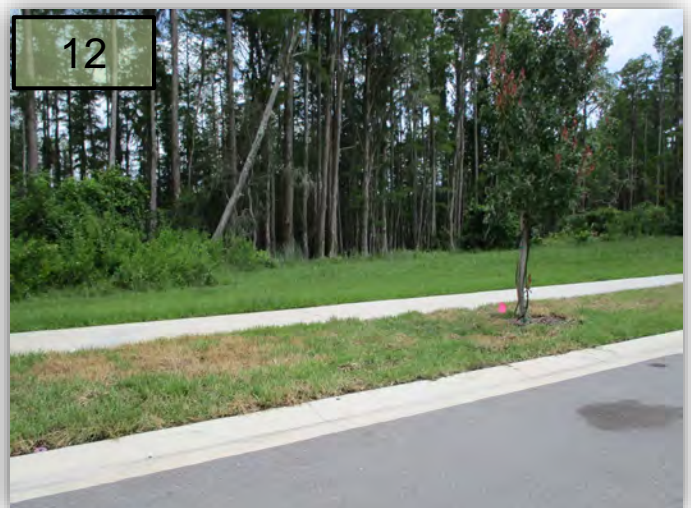
10. Turf was also replaced on both the north and south sides of Little Bluestem from Nyssa eastward to Storybook Cabin. Please report back how the irrigation duration and frequency has been altered to support this new turf. Some appears to be very water-stressed. (Pics 10a – e>)



Little Bluestem



12. It didn't appear crews had mowed the south side of Storybook Cabin Way in the area where the very large tree was removed. But there is also stressed turf in the ROW. (Pic 12)



11. Has everyone looked at the turf on the south leg of Storybook Cabin Way leading to the mail kiosk? Specifically on the west ROW. Very patchy and brown.



Flourish, Little Bluestem

13. The “hill” on the south side of Flourish east of Storybook Cabin was also re-sodded. (Pic 13a) as well as the north ROW. It looks so much better. (Pics 13a & b)



14. Much of our Oleander are being feasted upon by the Oleander Caterpillar, specifically, but not limited to, the eastern side of the “hill”. (Pic 14>)

15. There are also new plantings at the intersection of Little Bluestem and Storybook Cabin Way. (Pics 15a & b>)



Little Bluestem, Storybook Cabin, Flourish

16. Are we overwatering the area surrounding the lift station between Storybook Cabin Way and Little Bluestem? Water is running over the sidewalk and down the driveway. (Pic 16)



21. There is still a street sign down on the south side of Connerton Blvd. east of Flourish. STAFF will need to report this to the company who was replacing the traffic signs following H. Milton. (Pic 21)



17. Also, along the fence behind the lift station, there are oleander caterpillar. (Pic 17)



18. By what date will the Sabal Palms at the Flourish/Little Bluestem roundabout be replaced? (Pic 18>)

19. Trucks continue to drive on the same roundabout as above. SCA to continue to inspect the irrigation here as they are driving all through the drip lines. (Pic 19>)



20. Treat Chamberbitter in the turf on the SW side of the Flourish roundabout.



Connerton Blvd. West

22. Mostly grassy weeds are popping up in the turf along the south ROW of Connerton Blvd. eastward from Flourish. (Pic 22)



27. I feel this turf on the south ROW Of Connerton Blvd. north of the school should be much greener. (Pic 27)



23. I know it will be a challenge, but can we have the dead stalks removed from the Society Garlic along Connerton Blvd.?

24. Check some of the Juniper along Connerton Blvd. It is turning yellow. Is this plant getting too much water?

25. When was the last time the turf on the Connerton Blvd. south side and median fertilized? I feel it is off-color. (Pic 25)



28. And this section of turf on the Connerton Blvd. south ROW north of the school parking lot is full of weeds. (Pic 28)



26. Some sections closer to Pleasant Plains Parkway (PPP) are dying. Diagnose and treat accordingly. Underneath this streetlight might indicate mole crickets. (Pic 26>)



Connerton Blvd. East

29. Continuing to the east on Connerton Blvd., in the newest area, in the first cluster of palms on the north side, the 2nd palm from the left and the 3rd palm from the right are dead or dying. Perhaps the one on the far right is as well as there is not a great spear leaf present. (Pic 29)



30. Continuing farther to the east, turf on the north side is not as green as it should be. During the turnover, much of this turf was being affected by fungus and was under treatment. When was the last treatment for this turf – fertilizer or fungicide? (Pic 30)



31. There is a snapped Oak on the north side of Connerton Blvd. in the newest area near a catch basin. This needs to be replaced under warranty. (Pic 31>)

32. The sand has continued to blow across the south sidewalk along Connerton Blvd. and is still in place within the Salvia. The plants that are in the deepest sand are suffering. (Pic 32)



33. Utilities still has work to complete at the streetlights. (Pic 33)



Connerton Blvd. East

34. If the north side of the trail on the north side of Connerton Blvd. is the CDD's to maintain, I noticed the growth was quite tall.

35. Is the tree on the north side of Connerton Blvd. that blew over getting adequate water? (Pic 35)



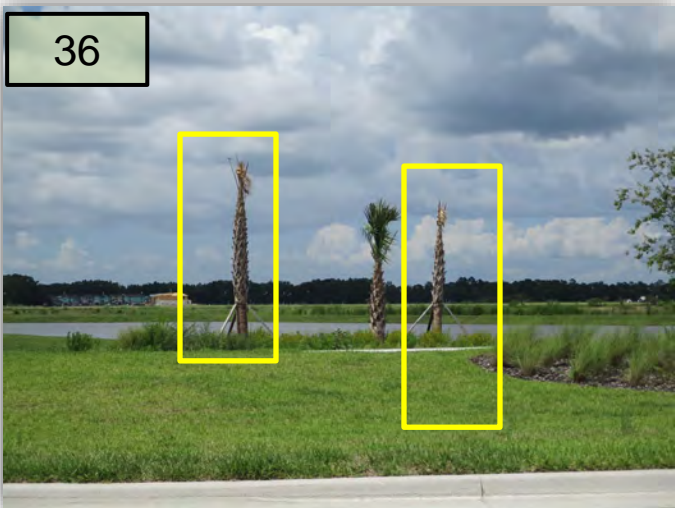
39. We are starting to get washouts on the south side of Connerton Blvd. where soil is left exposed. (Pic 39)



40. Is this street sign on Connerton Blvd. at Bedrock Way accurate? (Pic 40>

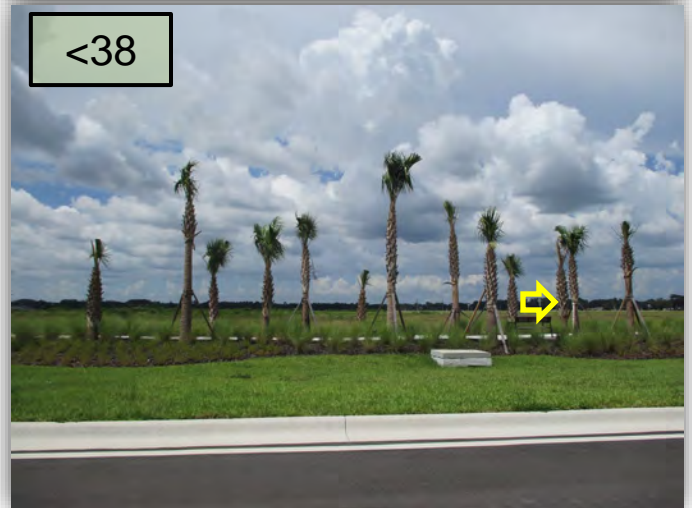


36. Past "Honeysuckle", two of the three palms are dead and need replaced under warranty. (Pic 36)



37. There is now also a dead Crape Myrtle on the south side of Connerton Blvd. past Collier Parkway that needs to be replaced under warranty. (Pic 37>)

38. In another large cluster of palms on the north side of Connerton Blvd. the 2nd palm from the right in the front row needs replaced under warranty. (Pic 38>)



Pleasant Plains Parkway North

41. I still feel the turf on the west side of PPP is not flourishing. It is extremely thin, has a lot of weeds and is not a good color. It was much like this during the initial turnover, which was several months ago. Has SCA implemented a turf improvement program for this area? (Pics 41a & b)

42. Although a small cluster of Sandhill Cranes seem to be taking refuge from the brutal sun, these broken Sycamore branches on the east ROW of PPP need to be properly cut from the trunks. (Pic 42>)



43. This section of turf on the east ROW of PPP north of Gallantree is still in pretty rough shape. (Pic 43)



44. Remove any dead plants from the Gallantree mail kiosk.

45. Although this was not included in the turnover last year for PPP and Connerton Blvd., the turf around this lift station area on Gallantree is also in rough shape. Has this officially been turned over to the CDD? (Pics 45a – c>)



Pleasant Plains Parkway, Fountain Park

46. Many of the Oleander on the PPP roundabout are still being affected by the Oleander Caterpillar. Is treatment continuing?



47. Turf weeds need to be treated in Fountain Park. (Pic 47)



48. We may want to re-think the crushed gravel at the edges of the pavers in Fountain Park. There is also at least one damaged pathway light in Fountain Park. (Pic 48)



49. There remains a dead Shumard Oak along the back side of Fountain Park along the PVC fence. This needs to be replaced under warranty. (Pic 49>)

50. The fountain is working much better. (Pic 50>)

51. Treat the brown Fakahatchee Grasses in Fountain Park.



Flying Fish Ct., Pleasant Plains Parkway

52. There remains standing water in several areas within Fountain Park.

53. Can SCA inspect the Eagleston (?) Hollies on Flying Fish Ct.? Some appear to be turning yellow. (Pic 53)

53



<49



<50



54. The turf in both PPP ROWs toward the southern end are very weedy.

55. This bent over Pine Tree near the southern end of PPP south of Pleasant Morning needs to be re-straightened and re-staked. (Pic 55)

55



56. There remains a large patch of failed turf on the east ROW of PPP north of the emergency exit. (Pic 56)

56



57. Most Schilling's Hollies on the east ROW of PPP in the same area as No. 56 remain dead. (Pic 57>)



Pleasant Plains Parkway



Tab 13



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** September 9th @ 9am

District Manager's Report

August 12,

2024

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FINANCIAL SUMMARY

6/30/2025

General Fund Cash & Investment
Balance:

\$1,065,547

Debt Service Fund Cash &
Investment Balance:

\$1,174,924

Capital Projects Fund Cash &
Investment Balance:

\$ 247,200

**Total Cash and Investment
Balances:**

\$1,587,671

General Fund Expense Variance:

\$159,851

Under Budget



Rizzetta & Company

- There remains a balance of \$5,022 in the Series 2023 Construction Fund for Assessment Area One (Parcel 219, Village 3B, Village 3A-1 and Village 4-1). The last requisition paid out of this fund was on 2/28/23. Should we look to have this project deemed complete, or are there any costs that can be paid out of these funds? If deemed complete, the remaining funds are to be transferred to the Bond Redemption Account.

Tab 14



Quarterly Compliance Audit Report

Connerton East

Date: July 2025 - 2nd Quarter

Prepared for: Matthew Huber

Developer: Rizzetta

Insurance agency:



Preparer:

Susan Morgan - *SchoolStatus Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit Overview

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

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

Compliance Criteria

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



ADA Website Accessibility

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



Florida Statute Compliance

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

Audit Process

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

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

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



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

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

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

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



Florida F.S. 189.069 Requirements

Result: **PASSED**

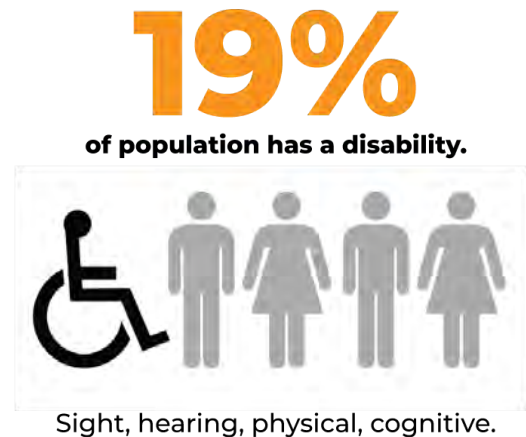
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
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

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