

Del Webb Bexley Community Development District

Board of Supervisors' Meeting September 18, 2024

District Office: 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544 813-994-1001

www.delwebbbexleycdd.org

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT

Del Webb Bexley Clubhouse 19265 Del Webb Bexley Boulevard, Land O' Lakes, FL 34638

Board of Supervisors George McDermott Chairman

Dennis Bauld Vice Chairman
Thomas Eurell Assistant Secretary
Mario Delgado Assistant Secretary
Gerry Fezzuoglio Assistant Secretary

District Manager Lynn Hayes Rizzetta & Company, Inc.

District Counsel Alyssa Willson Kutak Rock

District Engineer Stephen Brletic BDI Engineering

All cellular phones must be placed on mute while in the meeting room.

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at forty-eight (48) hours before least 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.

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT DISTRICT OFFICE – Wesley Chapel FL – 813-994-1001

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

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September 11, 2024

Board of Supervisors
Del Webb Bexley
Community Development District

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Del Webb Bexley Community Development District will be held on **Wednesday**, **September 18**, **2024**, **at 1:00 p.m.**, at the Del Webb Bexley Clubhouse located at 19265 Del Webb Blvd., Land O' Lakes, FL 34638. The following is the agenda for this meeting.

1. 2. 3.	AUD	L TO ORDER/ROLL CALL IENCE COMMENTS FF REPORTS			
0.	Α.	Aquatics UpdateTab 1			
	B.	District Counsel			
		i. Ratification of Work Authorization No. 2Tab 2			
	C.	District Engineer			
	D.	District ManagerTab 3			
4.	BUSINESS ITEMS				
	Α.	Discussion of Money Market Account			
	B.	Discussion of Drainage Structure Policy			
	C.	Discussion of Pasco Property Appraiser Inputs on			
		CDD and HOA OwnershipTab 4			
	D.	Discussion of Fountain LocationTab 5			
	E.	Discussion of Community Communication Letter			
	F.	Discussion of Landowner Election ProcessTab 6			
	G.	Consideration of FY 2024-2025 EGIS			
		Insurance ProposalTab 7			
	H.	Consideration of Resolution 2024-11; Appointing			
		Assistant SecretaryTab 8			
	I.	Discussion Regarding Alligator/Snake			
		Signage and LocationsTab 9			
	J.	Update on Construction Road Restoration (Tower Road)Tab 10			
5.	BUS	INESS ADMINISTRATION			
	Α.	Consideration of the Minutes of the Board of			
		Supervisors' Meeting held on July 17, 2024Tab 11			
	B.	Ratification of Operation & Maintenance			
		Expenditures for June through August 2024Tab 12			
6.	SUP	ERVISOR REQUESTS			
7 .		OURNMENT			

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) 933-5571.

Sincerely,

Lynn Hayes Lynn Hayes District Manager

Tab 1





Del Webb Bexley Community Development District Waterway Inspection Report

Reason for Inspection:

Quality Assurance

Inspection Date:

9/5/2024

Prepared for:

Del Webb Bexley Community Development District

Prepared by:

Jason Jasczak- Environmental Consultant Doug Agnew, Senior Environmental Consultant

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292 S. Military Trail, Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa 1-800-491-9621



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Site Assessments

Pond 1

Comments:

Normal Growth Observed

Minor band of perimeter grasses was noted during todays inspection.

Water level is high and clarity is 2-3 feet.

Fountain is operational as well.

There are a few fragrant water lilies in the NE corner and we recommend keeping this small portion of floating native aquatic plants.





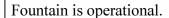
Pond 2

Comments:

Treatment In Progress

A 2-3 foot band of decaying Slender Spike Rush was observed during todays inspection. Positive results from our previous treatments.

Water clarity is 2-3 feet and water levels are elevated from the recent rainfall.







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Site Assessments

Pond 3

Comments:

Normal Growth Observed

Minor Slender Spike Rush was observed around the perimeter. This will be treated during our upcoming visits.

No algae or perimeter grasses are currently present.

Water levels are elevated and clarity is 2-3 feet.





Pond 4

Comments:

Site Looks Good

Pond is in good condition. No algae, submersed weeds or perimeter grasses are currently present. One item to note is the baby alligator in picture 2.

Water clarity is 3-4 feet and the water is flowing unrestricted through the drainage system.





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Site Assessments

Pond 5

Comments:

Site Looks Good

Pond 5 is in great condition!

No issues were observed during todays inspection.





Pond 6

Comments:

Treatment In Progress

A 2-3 foot band of decaying Slender Spike Rush was observed during todays inspection. Positive results from our recent treatments and this aquatic weed will decay in 10-14 days.

Water clarity is 2-3 feet and water is elevated.





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Site Assessments

Pond 7

Comments:

Site Looks Good

Pond looks great!

Positive results from our recent submersed weed treatments and boat treatment to target the growth along the pond shoreline bordering the wetland conservation area.

Water clarity is 3-4 feet and water levels are slightly elevated.





Pond 8

Comments:

Site Looks Good

No issues were observed during todays inspection.

The terrestrial growth along the seawall was targeted last visit with a boat and positive results were observed today.

Water clarity is 2-3 feet and no obstructions were noted in the weir.





Fountain is operational.

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Site Assessments

Pond 9

Comments:

Normal Growth Observed

A minor band (2-3') of Slender Spike Rush with some sporadic algae mixed in was noted during todays inspection.

Water clarity is 2-3 feet.





Pond 10

Comments:

Site Looks Good

No issues were observed during todays inspection.

Water level is normal and clarity is 2-3 feet.





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Site Assessments

Pond 11

Comments:

Normal Growth Observed

Very minor perimeter grasses were observed during todays inspection.

A boat will be utilized to target the growth along the pond shoreline bordering the wetland conservation area.

Water clarity is 2-3 feet and levels are elevated.





Pond 12

Comments:

Site Looks Good

No issues were observed during the inspection.

Pond has been treated with blue pond dye still to help block out the sunlight to reduce the algal growth.

There is also a healthy patch of native Bulrush growing.





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Site Assessments

Pond 13

Comments:

Normal Growth Observed No issues within the pond were observed today.

A homeowner (20373 Sea Glass) is discharging their pool water onto the turf directly behind their pool. This is damaging the turf all the way down to the pond shoreline. If continued, this will also create a washout and contribute to erosion on the pond bank near the shoreline.





Pond 14

Comments:

Normal Growth Observed

Overall pond 14 is in great condition. There is some minor Slender Spike Rush within the center of the pond that will be treated during our upcoming visits.

Water clarity is 2-3 feet and water level is slightly above the high water line.





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Site Assessments

Pond 15

Comments:

Site Looks Good

Pond is in stellar condition.

No issues were observed during todays inspection.

Water level is normal and no obstructions were noted at the weir.





Pond 16

Comments:

Site Looks Good

Pond is in great condition. No issues during todays inspection.

Water clarity is 3-4 feet and water levels were normal.

No obstructions were noticed at the weir.





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Site Assessments

Pond 17

Comments:

Site Looks Good

Pond looks good.

Water levels are slightly elevated and clarity is 2-3 feet.

There are shallow portions of this pond that are ideal for native aquatic plant introduction.





Pond 18

Comments:

Treatment In Progress

Overall the pond is in decent condition. That being expressed, there is algal growth collecting within the shallow cove areas that need additional treatment. This will occur on 9/10/24. Our recent treatments targeting the Slender Spike Rush were effective and positive results were observed during todays inspection. The treated vegetation will decompose over the next 10-14 days.





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Site Assessments

Pond 19

Comments:

Site Looks Good

Pond looks good.

No issues were observed during todays inspection.

Water clarity is 2-3 feet and water levels are normal.

Fountain is operational.





Pond 20

Comments:

Normal Growth Observed

No issues with pond 20 today.

Water level is very high and clarity is 2-3 feet.

A treatment via boat will occur in mid September to target the pond shoreline growth bordering the wetland conservation area.





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Site Assessments

Pond 21

Comments:

Site Looks Good

Pond is in good condition. No issues were noted during todays inspection.

Water levels are slightly elevated and clarity is 2-3 feet.





Pond 22

Comments:

Normal Growth Observed

The open water of pond 22 looks fantastic! No issues observed today.

A treatment via boat will occur in mid September to target the pond shoreline growth bordering the wetland conservation area.

Water levels are normal and clarity is 2-3 feet.





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Site Assessments

Pond 23

Comments:

Normal Growth Observed

Minor perimeter grasses were noted along the pond shoreline during todays inspection.

A treatment via boat will occur in mid September to target the pond shoreline growth bordering the wetland conservation area.

Water levels is high and clarity is 2-3 feet.





Pond 24

Comments:

Site Looks Good

Pond is in great condition! No issues were noted during todays inspection.

Water level is normal and clarity is 2-3 feet.





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Site Assessments

Pond 25

Comments:

Site Looks Good

Pond looks good.

Open water is free and clear.

Water level is slightly elevated and clarity is 2-3 feet.





Pond 26

Comments:

Site Looks Good

Pond is in great condition!

No issues were noted in todays inspection.

Water level is normal and clarity is 2-3 feet.





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Site Assessments

Pond 27

Comments:

Treatment In Progress

The open water of pond 27 is in good shape. No issues observed during todays inspection.

Positive results from our recent treatments via boat to focus on the pond shoreline growth bordering the wetland conservation area.





Pond 28

Comments:

Normal Growth Observed

Pond 28 looks very good.

Just a small patch of algae and Slender Spike Rush noted and will be scheduled for treatment.

Fountain is operational.





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Management Summary

Overall ponds 1-28 are in excellent condition from our routine inspections and treatments.

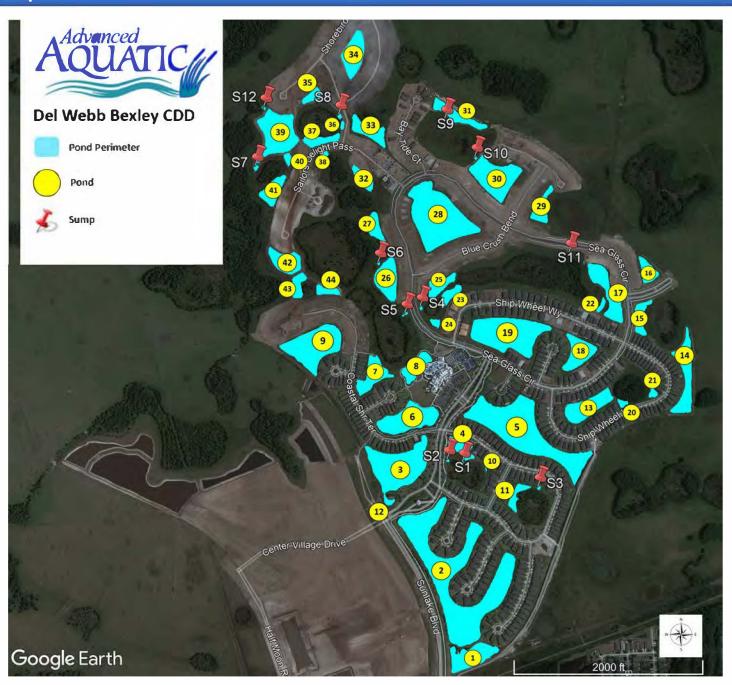
Water levels are still elevated as a result of the recent rain we have received, but the system is handling all the water nicely. No obstructions were noted in any of the inflow pipes or weirs.

Thank you for choosing Advanced Aquatics to service the ponds within the Del Webb Bexley CDD community.

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Map



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Del Webb Bexley Community Development District Waterway Inspection Report

Reason for Inspection:

Quality Assurance

Inspection Date:

9/5/2024

Prepared for:

Del Webb Bexley Community Development District

Prepared by:

Jason Jasczak- Environmental Consultant Doug Agnew, Senior Environmental Consultant

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Site Assessments

Pond 29

Comments:

Normal Growth Observed

No issues to report on pond today. The perimeter and open water are in excellent condition.

Please note the slight erosion around portions of the perimeter. Planting native aquatic vegetation along these perimeter areas will be helpful to assist with soil stability.





Pond 30

Comments:

Site Looks Good

The open water and perimeter are in great shape.

Two large washouts on the east and south east portion of the pond. It looks to be from sheet flow coming from in-between the houses.





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Site Assessments

Pond 31

Comments:

Normal Growth Observed

Minor perimeter grasses were noted during todays inspection.

There is an algae bloom starting where the grass clipping are decomposing in the water. Upcoming treatment will address this algal growth.

A treatment via boat will occur in mid September to target the pond shoreline growth bordering the wetland conservation area.





Pond 32

Comments:

Normal Growth Observed

Open water and perimeter of pond 32 look good.

A treatment via boat will occur in mid September to target the pond shoreline growth bordering the wetland conservation area.

Water level is normal and clarity is 2-3 feet.





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Site Assessments

Pond 33

Comments:

Site Looks Good

No issues were observed during todays inspection.

Water level is normal and clarity is 2-3 feet.

Planting native aquatic vegetation along selected pond shoreline perimeter areas will be helpful to assist with soil stability as well as provide numerous ecological benefits.





Pond 34

Comments:

Site Looks Good

Pond is in good condition.

Please take note to how choppy the pond shoreline appears due to the initial stage of erosion starting. Recommend consideration of planting native vegetation around portions of the pond shoreline perimeter.





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Site Assessments

Pond 35

Comments:

Site Looks Good

Pond looks good. No issues to report.

Water level is normal and clarity is 2-3 feet.





Pond 36

Comments:

Treatment In Progress

Pond looks good.

Water level is elevated from all the rain, but is flowing with out any obstructions.

Positive results from our recent treatment of the growth along the pond shoreline bordering the wetland conservation area.





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Site Assessments

Pond 37

Comments:

Site Looks Good

The open water of pond 37 is in great condition.

Portions of the homeowner side of the pond bank are of concern.

Recommending the CDD B.O.S. have the district engineer inspect this area for remediation recommendations.





Pond 38

Comments:

Site Looks Good

No concerns with pond 38.

Water level is elevated due to the high flow of water entering the system.

Water clarity is 1-2 feet.





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Site Assessments

Pond 39

Comments:

Site Looks Good

The perimeter and open water is free and clear of growth.

There is a washout on the north east corner of the pond from sheet flow. It looks like an old repair has failed.





Pond 40

Comments:

Site Looks Good

Pond looks good.

Water level is high and water is exiting the system swiftly.

Water clarity is 1-2 feet.





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Site Assessments

Pond 41

Comments:

Normal Growth Observed

Minor perimeter grasses were noted during todays inspection.

A treatment via boat will occur in mid September to target the pond shoreline growth bordering the wetland conservation area.

Water level is slightly elevated and clarity is 2-3 feet.





Pond 42

Comments:

Site Looks Good

No issues with pond 42 today.

Water level is normal and no obstructions were noted in or around the weir.

Water clarity is 2-3 feet.





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Site Assessments

Pond 43

Comments:

Site Looks Good

Minor perimeter grasses were noted during todays inspection.

A treatment via boat will occur in mid September to target the pond shoreline growth bordering the wetland conservation area.

Water level is slightly elevated and clarity is 2-3 feet.





Pond 44

Comments:

Site Looks Good

Pond looks good. No algal or aquatic weed growth around the perimeter or open water.

Minor erosion noted in the east corner.

A treatment via boat will occur in mid September to target the pond shoreline growth bordering the wetland conservation area.





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Site Assessments

Sump 1

Comments:

Site Looks Good

Site looks good and water is flowing with out any obstructions.



Sump 2

Comments:

Site Looks Good

Positive results from our previous treatments.

Water level is normal and weir is clear of growth.



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Site Assessments

Sump 3

Comments:

Site Looks Good

Looks good!

Water level is very high and the system appears to be functioning properly.



Sump 4

Comments:

Site Looks Good

Looks good!

Water level is very high and the system appears to be functioning properly.



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Site Assessments

<u>Sump 5</u>

Comments:

Site Looks Good

Looks good!

Water level is very high and the system appears to be functioning properly.



Sump 6

Comments:

Normal Growth Observed

Open water looks good.

Vegetative growth above the shoreline should be trimmed by landscapers.



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Site Assessments

Sump 7

Comments:

Site Looks Good

No issues were noted during todays inspection.

Water level is very high and system is functioning properly.



Sump 8

Comments:

Site Looks Good

Site looks good.

Open water is free and clear or growth.



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Site Assessments

Sump 9

Comments:

Treatment In Progress

Positive results from our last treatment targeting the perimeter grasses.

Open water is free and clear.



<u>Sump 10</u>

Comments:

Normal Growth Observed

Perimeter grasses were observed during todays inspection.

This will be treated during our upcoming visit.

Open water is free and clear.



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Site Assessments

Sump 11

Comments:

Site Looks Good

No issues observed today.

Water level is elevated and flowing without obstructions into the wetland.



<u>Sump 12</u>

Comments:

Normal Growth Observed

Open water is free and clear.

Minor grasses around the wetland conservation side that will be targeted during out upcoming visit.

Elevated water level and discharging into the wetland without any obstructions.



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Management Summary

All the sites during September inspection are in very good condition. The ponds water levels are elevated, but the community is draining properly and no obstructions were observed around the inflows and weirs.

There are several pond shorelines throughout the community that will benefit from native aquatic plant introduction. Native aquatic vegetation is an inexpensive way to help stabilize the pond shoreline areas and control the sediment movement as water levels fluctuate.

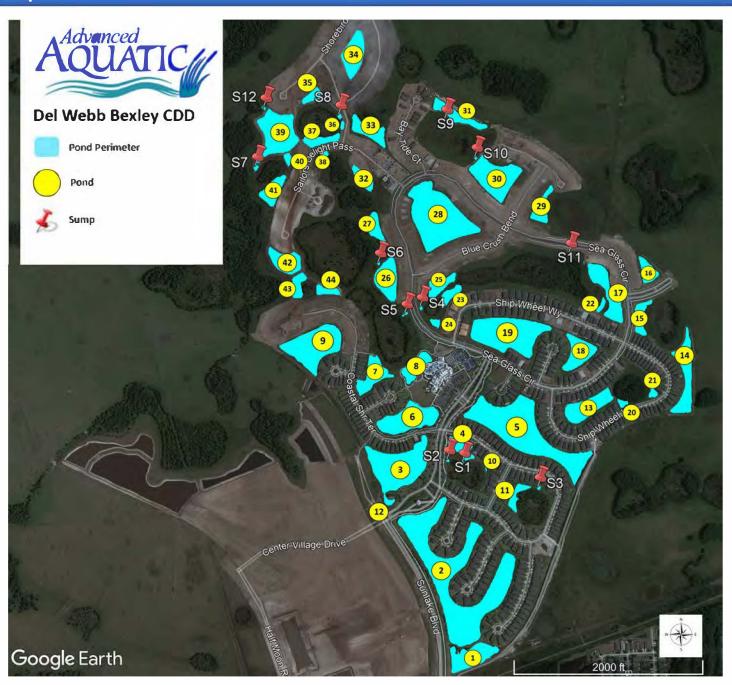
Properly installed native aquatic vegetation also slows down wind and wave action to the shoreline areas, which help to mitigate pond shoreline erosion as well. Lastly, numerous ecological benefits are derived from the presence of native aquatic plants, including the intake of excessive Phosphorus and Nitrogen entering the DWB CDD stormwater retention ponds.

We will continue to be attentive with our treatment strategies and recommendations to maintain a healthy stormwater pond ecosystem.

Thank you for the opportunity to be of service to the Del Webb Bexley CDD community.



Map



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F	Del Webb Bexley CDD Monthly Lakes Report For															
	MAY															
	Week 1 Week 2 Week 3 Week 4															
	A.T.		S.A.	F.A.	A.T.	B.G.	S.A.	F.A.	A.T.			F.A.	A.T.	B.G.		F.A.
Pond 1					Х	Х										
Pond 2					Х	Х			Х							
Pond 3									Х		2	1	Х		5.	15
Pond 4					Х	Х			Х	Х						
Pond 5									Х							
Pond 6	х	Х							Х	Х				х		
Pond 7	Х	Х							Х	Х				х		
Pond 8	Х	Х			Х	Х			Х	Х				Х		
Pond 9									Х						-	ĺ
Pond 10									Х							į
Pond 11									Х					Х		
Pond 12	Х				Х	Х			Х	Х			Х	Х		
Pond 13					Х	Х								х		
Pond 14						Х								х		
Pond 15	х	Х				Х			Х					х		
Pond 16		Х			Х	Х								х	5	
Pond 17	Х	х				Х			Х	х			х	х		
Pond 18					Х	Х			Х				х	х		
Pond 19					Х	Х	х		Х				Х	х		
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Pond 33		Х											Х	х		
Pond 34	Х	Х											Х	Х		
Pond 35		Х											Х	х		
Pond 36	х	х											Х			
Pond 37	Х	Х			Х	Х							х			
Pond 38																
Pond 39														х		
Pond 40													х			
Pond 41														х		
Pond 42					Х	Х			Х	Х				х		
Pond 43						Х			Х	Х				х		
Pond 44									Х	х				х		
Sump 1									Х							
Sump 2									X					х		
Sump 3									X							
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Sump 5									Х							
Sump 6									Х					х		
Sump 7									X					X		
Sump 8									X					X		
Sump 9									X					X		
Sump 10									X					X		
Sump 11									X					X		ì
Sump 12									X					X		
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KEY
Algae Treatment = A.T.
Border Grasses = B.G.
Submersed Aquatics = S.A.
Floating Aquatics = F.A.

Tab 2

Work Authorization

July 26, 2024

Del Webb Bexley Community Development District Pasco County, Florida

Subject: Work Authorization Number 2

Del Webb Bexley Community Development District

Dear Chairperson, Board of Supervisors:

Brletic Dvorak, Inc. ("Engineer"), is pleased to submit this work authorization to provide pond bank and associated infrastructure assessment services for the Del Webb Bexley Community Development District (the "District"). We will provide these services pursuant to our current agreement dated November 27, 2023 ("Engineering Agreement") as follows:

I. Scope of Work

The District will engage Engineer to perform pond bank and associated infrastructure assessment services as further described in Exhibit A attached hereto (the "Services"). The Services shall be completed during the District's Fiscal Year 2024/2025 during the dry season when the pond levels are best suited for assessment.

II. Fees

The District will compensate Engineer pursuant as described in Exhibit A in accordance with the terms of the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Brletic Dvorak, Inc. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED	Sincerely,
By:Authorized Representative of	By: Stephen Brletic, PE
Del Webb Bexley Community Development District	Brletic Dvorak, Inc. Date: July 29, 2024

Exhibit A: Scope of Services

Exhibit A

Scope of Services



June 24th, 2024

Del Webb Bexley CDD
Jillian Minichino, District Manager
JMinichino@rizzetta.com
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

RE: Proposal - Engineering Services

Del Webb Bexley - Pond Bank and Associated Infrastructure Assessment

Project Description

The Del Webb Bexley CDD owns, operates, and maintains stormwater ponds and associated stormwater infrastructure within the Del Webb Bexley community. The board has requested a proposal for an assessment for the current state of the ponds and associated infrastructure. The following scope of services details the civil engineering efforts for this effort.

SCOPE OF SERVICES





TASK 1A (Alternative) Assessment & Report

Under this phase of the project Briefic Dvorak, Inc., will complete the following tasks:

Perform site visits to visually inspect the Del Webb Bexley stormwater ponds/sumps and associated infrastructure {approximately 44 ponds and 10 sumps). Any historical documents and design plans will be provided by the Client. During the site visits BDi will inspect, evaluate, and document the existing conditions of the ponds including pond banks, control structures, littoral shelves, mitered end sections, wingwall weirs, water quality, and aquatic vegetation. BDi will provide a comprehensive report categorizing and prioritizing the existing pond conditions. The report will feature pond data, detailed photo documentation and captions, a priority list of maintenance, and detailed cost estimates. BDi will also provide a 10-year pond program using the prioritization detailed in the report and the current budget (to be provided by the Client). Note, this task does not include providing construction plans or scopes of work related to recommended maintenance found during the inspections.

Exclusions

- Construction plans or maintenance scope of work related to maintenance items found
- Obtaining historical permits or plans required for the evaluation
- Detailed inspection of stormwater piping (require s separate inspection service)
- Coordination or scheduling of construction work
- Geotechnical Services
- Attendance of any Site Visits other than stated above
- Applying for or securing permits
- Services provided in conjunction with easements, waivers, variances or denials, O&E reports
- Establishing field locations of tree barricades, limits of clearing, limits of construction and locations of erosion control devices or the installation of these items
- Inspecting, monitoring, or accepting the contractor's daily traffic control plan or activities including
 placement of warning signs and barricades, temporary striping, use of flagmen or other items related to
 the safety of the traveling public
- Construction Stakeout
- Permit Fees
- Any services not specifically listed in the scope (i.e. geotec mical, architectural, etc.)
- This proposal assumes work will be completed in one phase
- Additional or revised fees not addressed in the scope (i.e. additional fees for permits addressed in the scope and or new fees associated with additional permits or review fees)
- Reproduction of materials for distribution

To Be Provided by the Owner

- Site Access
- Any Historical Plans and Surveys for the Site



COMPENSATION

Compensation for these services is shown below (typical direct expenses included),

TASKS	SERVICES FEE	
TASK 1A (Alternative) – Ass essment & Report	\$28,860	

Again, thank you for this opportunity.

Sincerely,

Stephen Brietic, P.E. Project Manager



Tab 3



UPCOMING DATES TO REMEMBER

- Next Meeting: October 16, 2024 @ 1:00 PM
- Next General Election: (Seat 3 Mario Delgado, Seat 4 George McDermott):
 November 5, 2024 (Seat 3 & 4 will be 4 Yr. Terms), Seat 1 Thomas Eurell, Seat 2 Dennis Bauld, Terms 11/2022 -11/2026
- LO Election Meeting: November 20, 2024 @ 1:00 PM Del Webb Bexley Clubhouse (Seat 5 Gerry Fezzuoglio), (Seat 5 will be a 4 Yr. Term)
- 2024 Voter Registration: 1,424

District Manager's Report September 18

2024

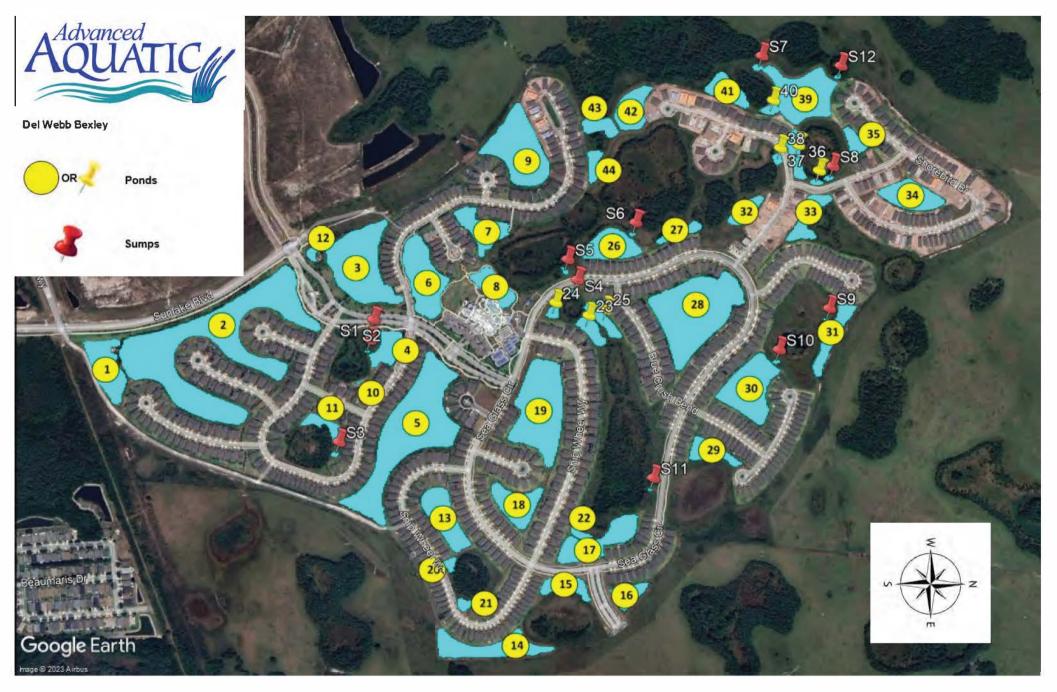
FINANCIAL SUMMARY	7/31/2024
General Fund Cash & Investment Balance:	\$108,554
Reserve Fund Cash & Investment Balance:	\$0
Debt Service Fund Investment Balance:	\$690,746
Total Cash and Investment Balances:	\$799,300
General Fund Expense Variance: \$35,617	Under Budget

W

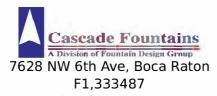
B

X

Tab 4



Tab 5



Repair Quote

(561)994-3939 jeannie@cascadefountains.com

DEL WEBB BEXLEY CDD

Date: 08/19/2024 Quote#: 430 DEL WEB BEXLEY CDD 5844 OLD PASCO ROAD, STE. 100 WESLEY CHAPEL, FL. 33544 WESLEY CHAPEL, , USA

Property Details:

DEL WEBB BEXLEY CDD 5844 Old Pasco Road ste 100, FL 33544, USA Wesley Chapel , Florida , United States

Scope of

Work:

Property has requested that Technician move fountain to HOA location.

QuantityDescriptionUnit PriceTotal1LABOR
LABOR TO MOVE FOUNTAIN\$ 185.00\$ 185.00

Sub Total: \$ 185.00

Discount: \$0

Quote Total \$ 185.00

Remarks:

Respectfully Submitted by, Fountain Design Group

Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. Fountain Design Group, Inc. is authorized to complete the work as specified.

Signature:	Date of Acceptance

Conditions: All work is to be completed in a workmanlike manner. Any alteration from specifications involving extra costs will be executed only upon written approval from the client, and will become an additional charge from the approved amount.

Tab 6

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Del Webb Bexley Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Pasco, Florida; and

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("Board") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT:

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

Seat Number	Supervisor	Term Expiration Date
1	Thomas Eurell	2026
2	Dennis Bauld	2026
3	Mario Delgado	2024
4	George McDermott	2024
5	Gerry Fezzuoglio	2024

This year, Seat 5, currently held by Gerry Fezzuoglio, is subject to a landowner election. The term of office for the successful landowner candidate shall commence upon election and shall be for a four year period. Seat 3, currently held by Mario Delgado, and Seat 4, currently held by George McDermott, are subject to a General Election process to be conducted by the Pasco County Supervisor of Elections, which General Election process shall be addressed by a separate resolution.

- 2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on November 20, at 100 ρ .m., and located at Del Webb Bexley Clubhouse, 19265 Del Webb Boulevard, Land O' Lakes, Florida 34638.
- 3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

- 4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its March 20, 2024 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, Rizzetta & Company, located at 5844 Old Pasco Road, Suite 100, **Wesley** Chapel Florida 33544.
- 5. **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.
 - 6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 20TH DAY OF MARCH, 2024.

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Del Webb Bexley Community Development District ("District") the location of which is generally described as comprising a parcel or parcels of land containing approximately 428.934 acres, generally located north of Tower Road, east of the Suncoast Parkway (State Road 589), south of State Road 52 and west of US 41, in Pasco County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District's Board of Supervisors ("Board", and individually, "Supervisor"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November ____ 2024
TIME: a_a:______.m.

PLACE: Del Webb Bexley Clubhouse

19265 Del Webb Boulevard Land O' Lakes, Florida 34638

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 5844 Old Pasco Road, Suite 100, Wesley Chapel Florida 33544, Ph: (813) 933-5571 ("District Manager's Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. 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), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

Jillian Minichino		
District Manager		
Run Date(s):	&	, 2024

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT FOR THE ELECTION OF SUPERVISORS

DATE OF LAN	DOWNERS' MEETING:	, November, 2024
ГІМЕ:;_	M.	
LOCATION:	Del Webb Bexley Clubhouse	
	19265 Del Webb Boulevard	
	Land O' Lakes, Florida 34638	

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("Board") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, one (1) seat on the Board will be up for election in a landowner seat for a four year period. The term of office for the successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by <u>one</u> of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT PASCO COUNTY, FLORIDA LANDOWNERS' MEETING – NOVEMBERe_, 2024

KNOW ALL MEN BY THESE PRESENTS, that the unde herein, hereby constitutes and appoints	rsigned, the fee simpl	e owner of the lands described ("Proxy Holder") for and on
behalf of the undersigned, to vote as proxy at the meeting of Development District to be held at Del Webb Bexley Clubhous 34638, on November, 2024, at:, m., and at a acres of unplatted land and/or platted lots owned by the une entitled to vote if then personally present, upon any questic thing that may be considered at said meeting including, but no Supervisors. Said Proxy Holder may vote in accordance with determined at the time of solicitation of this proxy, which may	f the landowners of the se, 19265 Del Webb Bong adjournments there dersigned landowner on, proposition, or resot limited to, the elect holds or her discretion.	ne Del Webb Bexley Community oulevard, Land O' Lakes, Florida eof, according to the number of that the undersigned would be solution or any other matter or ion of members of the Board of n on all matters not known or
Any proxy heretofore given by the undersigned for continue in full force and effect from the date hereof until adjournment or adjournments thereof, but may be revoked presented at the landowners' meeting prior to the Proxy Hold	the conclusion of the dat any time by wri	landowners' meeting and any tten notice of such revocation
Printed Name of Legal Owner		
Signature of Legal Owner	Date	
Parcel Description	Acreage	Authorized Votes
		=
[insert above the street address of each parcel, the legal number of each parcel. If more space is needed, identificatio to an attachment hereto.]		
Total Number of Authorized Votes:		

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes (2017), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

PASCO COUNTY, FLORIDA

LANDOWNERS' MEETING - NOVEMBER ___, 2024

	sor): The candidate receiving the highest r n of office for the successful candidate com	
	es that he/she/it is the fee simple owner o located within the Del Webb Bexley C	[18] [18] [18] [18] [18] [18] [18] [18]
<u>Description</u>		Acreage
identification number o	et address of each parcel, the legal de f each parcel.] [If more space is needed, i nce to an attachment hereto.]	
Attach Proxy.		
1,		, or as the proxy holder of
votes as follows:	(Landowner) pursuant to the Landown	er's Proxy attached hereto, do cast my
SEAT#	NAME OF CANDIDATE	NUMBER OF VOTES
5		
Date: a		a_aa

Tab 7





Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Del Webb Bexley Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

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

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

About FIA

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

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage

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

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

How are FIA Members Protected?

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

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?

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

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

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

Quotation being provided for:

Del Webb Bexley Community Development District c/o Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614

Term: October 1, 2024 to October 1, 2025

Quote Number: 100124333

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

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

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

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

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

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

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

TOTAL PROPERTY PREMIUM

Not Included

Extensions of Coverage

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

(X)	Code	Extension of Coverage	Limit of Liability
	А	Accounts Receivable	\$500,000 in any one occurrence
	В	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
	C Buildings Under Construction sites other than a covered location which is limite		As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
r.	E Demolition Cost, Operation of Building Laws and Increased Cost of Construction Demolition Cost, \$500,000 in any one occurrence		\$500,000 in any one occurrence
	F	Duty to Defend	\$100,000 any one occurrence
	G	Errors and Omissions	\$250,000 in any one occurrence
	Н	Expediting Expenses	\$250,000 in any one occurrence
	-	Fire Department Charges	\$50,000 in any one occurrence
J Fungus Cleanup Expense \$50,000 in the annual aggregate in any one occurrence		\$50,000 in the annual aggregate in any one occurrence	
	К	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
6 8	L	Leasehold Interest	Included
	М	Air Conditioning Systems	Included
	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
	0	Personal property of Employees	\$500,000 in any one occurrence
	Р	Pollution Cleanup Expense	\$50,000 in any one occurrence
	Q	Professional Fees	\$50,000 in any one occurrence
	R	Recertification of Equipment	Included
	S	Service Interruption Coverage	\$500,000 in any one occurrence
	Т	Transit	\$1,000,000 in any one occurrence
	U	Vehicles as Scheduled Property	Included
	V	Preservation of Property	\$250,000 in any one occurrence
	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
	Х	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

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

CRIME COVERAGE

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

AUTOMOBILE COVERAGE

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

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit \$1,000,000

Personal Injury and Advertising Injury Included

Products & Completed Operations Aggregate Limit Included

Employee Benefits Liability Limit, per person \$1,000,000

Herbicide & Pesticide Aggregate Limit \$1,000,000

Medical Payments Limit \$5,000

Fire Damage Limit Included

No fault Sewer Backup Limit \$25,000/\$250,000

General Liability Deductible \$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit Per Claim \$1,000,000

Aggregate \$2,000,000

Public Officials and Employment Practices Liability Deductible \$0

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

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption

Limit: \$100,000 each claim/annual aggregate

Fraudulent Instruction: \$25,000



PREMIUM SUMMARY

Del Webb Bexley Community Development District c/o Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614

Term: October 1, 2024 to October 1, 2025

Quote Number: 100124333

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	Not Included
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,614
Public Officials and Employment Practices Liability	\$2,956
Deadly Weapon Protection Coverage	Not Included
TOTAL PREMIUM DUE	\$6,570

IMPORTANT NOTE

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

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

Additional Notes:

(None)



PARTICIPATION AGREEMENT Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2024, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Del Webb Bexley Community Development District

(Name of Local Governmental Entity)	
By: Signature	Wesley EliAs Print Name
Witness By: Lyan Hayes	Lynn Hayes
Signeture	Print Name
S HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND CO	OVERAGE IS EFFECTIVE October 1, 2024
Ву	
	Administrator

Tab 8

RESOLUTION 2024-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT APPOINTING AN ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Del Webb Bexley Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Pasco County, Florida; and

WHEREAS, the Board of Supervisors of the District now desires to appoint an Assistant Secretary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Lynn Hayes are appointed as Assistant Secretary.

Section 2. This Resolution shall not supersede any appointments made by the Board other than specified in Section 1.

<u>Section 3.</u> This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 18TH DAY OF SEPTEMBER, 2024.

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT

	CHAIRMAN/VICE CHAIRMAN
ATTEST:	

Tab 9

AGREEMENT BETWEEN THE DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT AND FIELDS CONSULTING GROUP, LLC FOR THE PURCHASE AND INSTALLATION OF ALLIGATOR SIGNAGE

THIS AGREEMENT (the "Agreement") is made and entered into as of this 8th day of August, 2024, by and between:

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Pasco County, Florida, whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the "District"), and

FIELDS CONSULTING GROUP, LLC, a Florida limited liability company, whose mailing address is 11749 Crestridge Loop, Trinity, Florida 34655 (the "Contractor," and together with the District, the "Parties").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, Florida Statutes, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide the materials and services for the installation of alligator signage on certain District property as set forth in **Exhibit A**, attached hereto and incorporated herein by reference (the "Services"); and

WHEREAS, Contractor represents that it is qualified, willing, and able to provide the Services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the Parties warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

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

- **SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.
- SECTION 2. DUTIES. The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in Exhibit A.
 - A. Contractor shall provide the Services, as described in Exhibit A. The Services shall include any effort specifically required by this Agreement and Exhibit A

reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

- B. Services shall commence upon execution of this Agreement and be completed within thirty (30) calendar days of execution of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 12 herein.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D. Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F. Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery, and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

A. The District shall pay Contractor a total of One Thousand Two Hundred Fifty Dollars and No Cents (\$1,250.00) for the Services as identified in Exhibit A which will be due upon completion of the Services and final acceptance by the District. Contractor shall invoice the District for the Services pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days

of receipt of invoices. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.

- **B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. INSURANCE.

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) 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:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) 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.

- B. The District, its staff, consultants and supervisors shall be named as 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 thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 5. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands 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, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.
- C. In no event, however, shall Contractor be liable for incidental, special, punitive or exemplary damages in connection with this Agreement, even if notice was given of the possibility of such damages and even if such damages were reasonably foreseeable.

SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes, or other 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 such limitations of liability or by operation of law.

SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 8. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

- Section 12. Termination. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.
- SECTION 13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.
- SECTION 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.
- Section 15. Independent Contractor Status. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.
- SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- SECTION 17. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney, paralegal and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- SECTION 18. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.
- **SECTION 19. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 20. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 21. NOTICES. All notices, requests, consents, and other communications hereunder ("Notice" or "Notices") shall be in writing and shall be hand-delivered, mailed by Federal Express or First-Class Mail, postage prepaid, or delivered via e-mail with confirmation by the recipient, to the Parties, as follows:

If to Contractor: Fields Consulting Group, LLC

11749 Crestridge Loop Trinity, Florida 34655

Attn:

If to District: Del Webb Bexley Community

Development District

3434 Colwell Avenue, Suite 200

Tampa, Florida 33614 Attn: District Manager

With a copy to: Kutak Rock LLP

107 West College Avenue Tallahassee, Florida 32302 Attn: District Counsel

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

SECTION 22. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall

be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 23. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Pasco County, Florida.

SECTION 24. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Wesley Elias ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 933-5571, WELIAS@RIZZETTA.COM, 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

SECTION 25. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 26. 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 with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted

or construed against any party.

SECTION 27. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 28. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

SECTION 29. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

SECTION 30. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, Florida Statutes, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to

the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

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

ATTEST:	DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT
Witness	Chairperson, Board of Supervisors
WITNESS:	FIELDS CONSULTING GROUP, LLC
Witness	By: Its:

Exhibit A:

Scope of Services

Exhibit A

Scope of Services





Estimate

Date	Estimate #	
6/17/2024	1507	

Name / Address	
Inframark Del Webb Bexley CDD Attı: Jillian Minichine 2005 Pan Am Circle #300 Tampa, Ft. 33607	

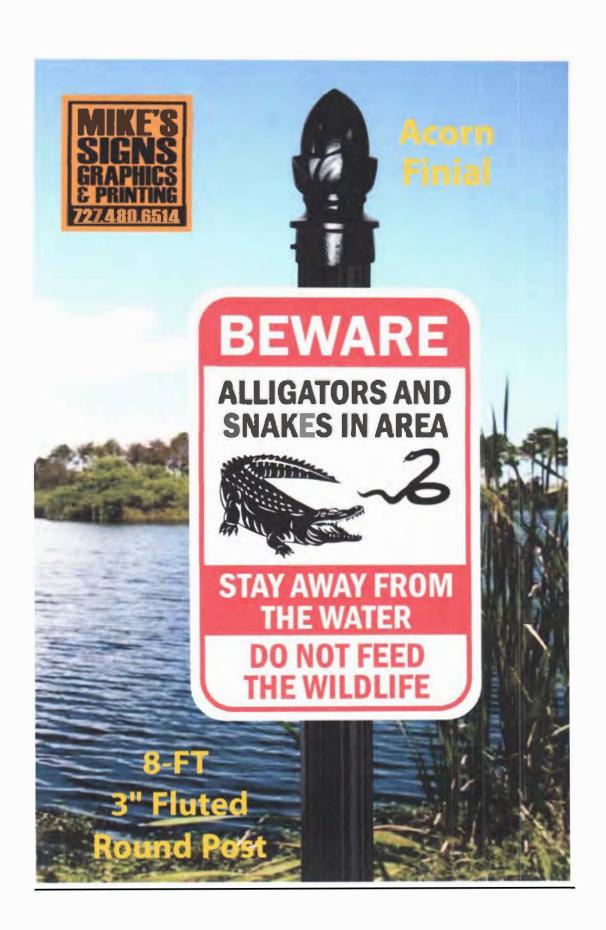
Project

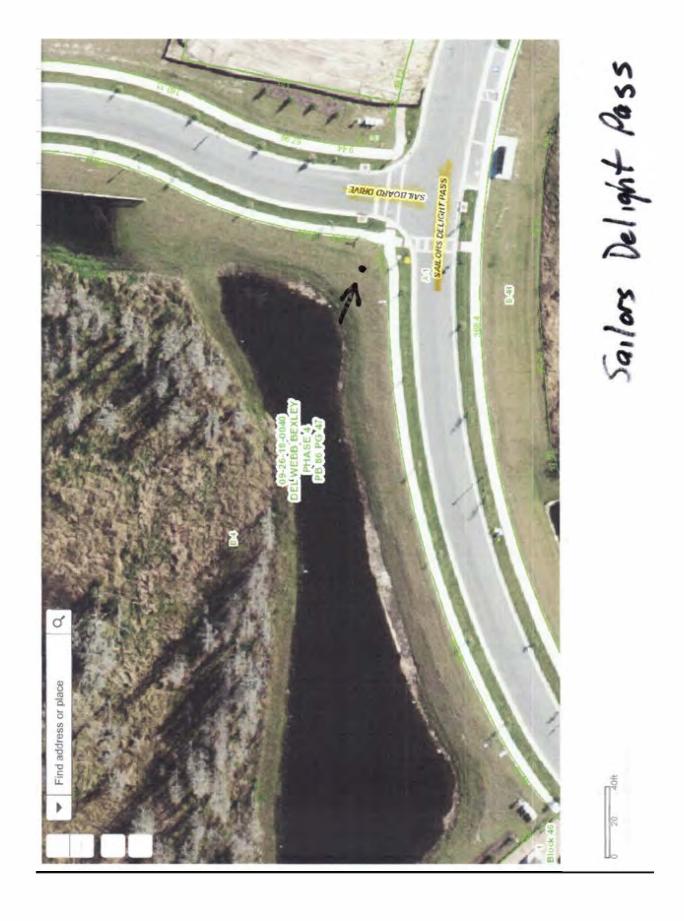
\$1,250.00

Description	Qty	Rate	Total
Beware Alligators and Snakes" (12x18) reflective metal (080) igns; Installed with 7.5-ft decorative 3" round black fluted post and icom finial top; Installed with cement.	5	250.00	1,250.00
	S	ubtotal	\$1,250.00

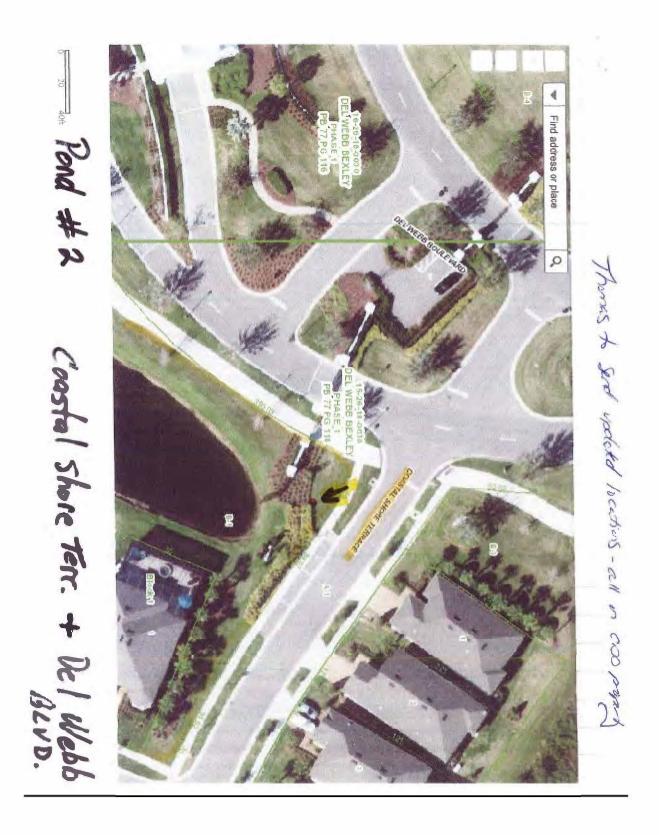
Phone # (727) 480-6514 E-mail fieldsconsultinggroup@yahoo.com

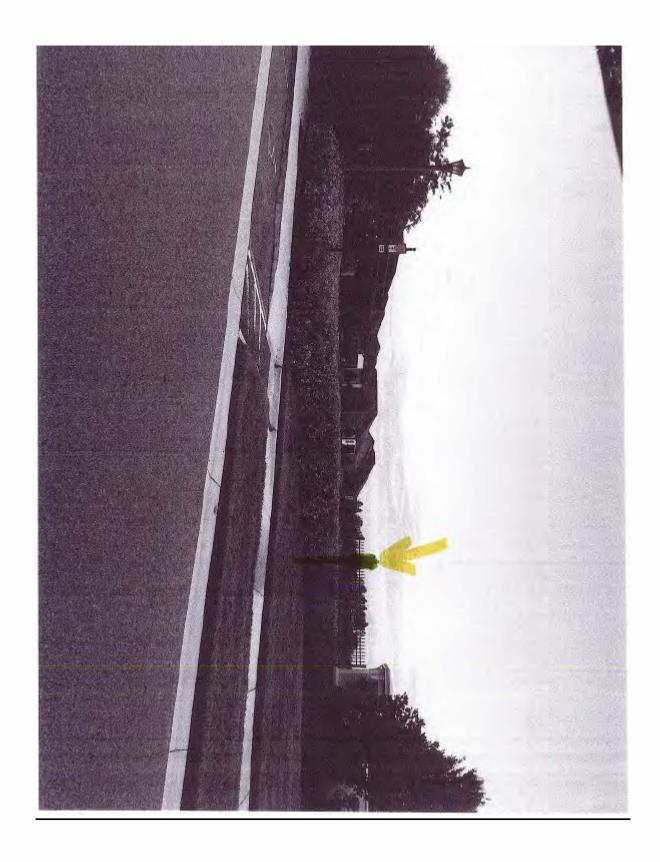
Total













5 40m

Pond #6

Coastal Shore Terr.











Tab 10

O 813.229.7600 F 813.229.1660 SHUMAKER.COM

JONATHAN J. ELLIS 813.227.2335 JELLIS@SHUMAKER.COM

August 30, 2024

<u>Via Certified Mail, Return Receipt</u> Requested, and via email to:

michael.piendel@pulte.com
Pulte Home Company, LLC
c/o Todd Sheldon, President
3350 Peachtree Road Northeast, Suite 1500
Atlanta, GA 30326

Via Certified Mail, Return Receipt

<u>Requested</u>

Pulte Home Company, LLC c/o Corporation Service Company, Registered Agent 1201 Hays Street Tallahassee, FL 32301

Re: SECOND SUPPLEMENTAL NOTICE OF CLAIM PURSUANT TO FLA. STAT. §558.004 ("Second Supplemental Notice of Claim")

Del Webb Bexley Community Association, Inc. ("Del Webb") adv. Pulte Home

Company, LLC ("Pulte") File No.: 323443.291595

Property Addresses: 19265 & 18951 Del Webb Boulevard, Land O' Lakes, FL

34638 (collectively "Property")

Dear Sir or Madam:

As you know, this firm represents Del Webb with regard to the above-referenced Property. On May 10, 2024, we sent Pulte a Notice of Claim Pursuant to Fla. Stat. § 558.004 ("Notice"), which detailed a number of defects and deficiencies in the work performed by Pulte at the Property. On July 26, 2024, we sent Pulte a Supplemental Notice of Claim Pursuant to Fla. Stat. § 558.004 ("First Supplement"). Please let this correspondence serve as Del Webb's Second Supplemental Notice of Claim pursuant to Chapter 558, Florida Statutes.

This letter is being provided to Pulte pursuant to Florida Statute §558.004. Based upon a preliminary investigation, Del Webb has discovered the existence of additional defects and deficiencies in the work performed by Pulte at the Property, including the following:

- Landscaping and irrigation is deficient, incomplete, and/or not constructed according to plan in the Del Webb Community at Bexley Landscape Plans ("Landscape Plans"), which are enclosed for your review as Exhibit "A". Specifically, landscaping and irrigation is deficient in the following locations corresponding to the Landscape Plans:
 - o LC 1.00
 - o LC 1.01
 - o L1.03
 - o L1.04
 - o L1.06
 - o L2.00
 - o L2.08

- L2.**9**9
- IR1.00
- IR1.**0**1
- IR1.02
- IR1.**0**4
- IR1.**0**6
- IR1.11
- IR1.15
- All defects and/or deficiencies notated in the Report of Findings dated August 16,
 2024, prepared by Rimkus, which is enclosed for your review as Exhibit "B", including specifically the defects and/or deficiencies notated in Exhibit XI of the Report of Findings.
- RTU #5 ductwork contains an electrical hazard, as described in the report and video from Conserve Building Services, LLC, which is enclosed for your review as **Exhibit "C"**. A copy of the video will be provided separately via download link.
- The asphalt pavement contains holes and cracking located at the northern end of Shorebird Branch, at the large asphalt patch previously installed by Pulte at or around the former construction yard.
- Pendant lights inside the Meridian Clubhouse entranceway are missing hardware at the ceiling.
- Plumbing inside the Meridian Clubhouse, including adjacent to the hot water tanks, lacks aquastat and balancing valves, as contemplated by the original plans. As a result, the PVC pipe is overstressed and discolored.
- Future Tower Road remains undeveloped and contains deficiencies, including but not limited to incomplete rejuvenation from its original construction use and deficient or incomplete landscaping according to the Sheets L2.08 and L2.09 of the Landscape Plans.

In accordance with Florida Statute §558. ••4(3), you are entitled to contact the undersigned to schedule a mutually convenient time for inspections which are to occur within thirty (3•) days after receipt of this Second Supplemental Notice of Claim. Additionally, you are further required, within ten (1•) days after receipt of this Second Supplemental Notice of Claim, to forward a copy of this Second Supplemental Notice of Claim to each downstream party whom you reasonably believe is responsible for the aforementioned defects, noting the specific defect for which you believe the particular downstream party is responsible. All persons that have received this Second Supplemental Notice of Claim, whether directly from us or from you, are required to reasonably coordinate the timing and manner of any and all inspections with the undersigned to minimize the number of inspections.

Further, you are required, within forty-five (45) days after receipt of this Second Supplemental Notice of Claim, to serve a written response to the undersigned, providing:

(a) A written offer to remedy the alleged defects at no cost to Del Webb, a detailed description of the proposed repairs necessary to remedy the defects, and a timetable for the completion of such repairs;

- (b) A written offer to compromise and settle the claim by monetary payment, that will not obligate the person's insurer, and a timetable for making payment;
- (c) A written offer to compromise and settle the claim by combination of repairs and monetary payment, that will not obligate the person's insurer, that includes a detailed description of the proposed repairs and timetable for completion of such repairs and making payment;
- (d) A written statement that Pulte disputes the claim and will not remedy the defects or compromise and settle the claim; or
- (e) A written statement that monetary payment, including insurance proceeds if any, will be determined by the person's insurer within thirty (30) days after notification to the insurer by means of forwarding the claim, which notification shall occur at the same time Del Webb is notified of this settlement option, which they can accept or reject. A written statement under this paragraph may also include an offer under paragraph (c) above, but such offer shall be contingent upon Del Webb also accepting the determination of the insurer whether to make any monetary payment, in addition thereto. If the insurer of the person receiving the claim makes no response within the 30 days following notification, then Del Webb shall be deemed to have met all conditions precedent to commencing an action.

In accordance with Florida Statute 558.004(15), Del Webb demands that Pulte provide to Del Webb within thirty (30) days of receipt of this Second Supplemental Notice of Claim, the following materials relating to the defects set forth above:

- Any design plans;
- Specifications;
- As-built plans;
- Any documents detailing the design drawings or specifications;
- Photographs;
- Videos;
- Any expert reports that describe the defects set forth in this Notice of Claim;
- Subcontracts.

Del Webb will pay the reasonable costs of reproduction. If the cost of reproduction will exceed \$50.00, please contact me before making any copies. If Pulte fails to comply with this request, Del Webb will seek sanctions as authorized by statute if suit is filed.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Jonathan J. Ellis

JJE/spb Attachments as referenced cc: Del Webb Bexley Community Association, Inc. Michael Piendel James Terpening, Esq.

Tab 11

1 2

MINUTES OF MEETING

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

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Del Webb Bexley Community Development District was held on Wednesday, July 17, 2024, at 1:12 p.m., at the Del Webb Bexley Clubhouse, located at 19265 Del Webb Bexley Blvd., Land O' Lakes, FL 34638.

Present and constituting a quorum were:

George McDermott	Board Supervisor, Chairman
Dennis Bauld	Board Supervisor, Vice Chairman
Mario Delgado	Board Supervisor, Asst. Secretary
Thomas Eurell	Board Supervisor, Asst. Secretary
Gerry Fezzuoglio	Board Supervisor, Asst. Secretary

Also present were:

Debby Wallace	District Manager, Rizzetta & Co., Inc.
Wesley Elias	District Manager, Rizzetta & Co., Inc.
Stephen Brletic	District Engineer, BDI
Alyssa Willson	District Counsel, Kutak Rock (via Phone)
Doug Agnew	Representative, Advanced Aquatics

Audience

Present

FIRST ORDER OF BUSINESS Call to Order

 The meeting was called to order and roll call performed confirming that a quorum was present.

SECOND ORDER OF BUSINESS Audience Comments

Audience comments were entertained regarding invasive plants in the ponds, an exposed pipe in a stormwater pond, sprinklers not working properly, fountains in common areas, and resident access to a map of the CDD maintenance areas.

THIRD ORDER OF BUSINESS Staff Reports

A. Aquatics Report

Mr. Agnew reviewed his report with the Board, noting that ponds 3,6, & 28 have been treated and have been approved for testing.

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52	

B. District Counsel

No report.

C. District Engineer

1. Consideration of Engineering Services for Stormwater System Analysis Proposal

Mr. Brletic spoke regarding the proposal.

On a motion from Mr. Eurell, seconded by Mr. Delgado, with all in favor, the Board approved the proposal from BDI for Task 1A analysis in the amount of \$28,800, for the Del Webb Bexley CDD.

D. District Manager

 Ms. Wallace reminded the Board that the next meeting is scheduled for September 18, 2024, at 1:00 p.m. at the Del Webb Bexley Clubhouse.

Ms. Wallace presented Resolution 2024-10, appointing herself and Wesley Elias as Assistant Secretaries for the district.

On a motion from Mr. McDermott, seconded by Mr. Bauld, with all in favor, the Board adopted Resolution 2024-10, naming Debby Wallace and Wesley Elias as Assistant Secretaries, for the Del Webb Bexley CDD.

FOURTH ORDER OF BUSINESS

Public Hearing on FY 2024/2025 Final Budget

On a motion from Mr. Eurell, seconded by Mr. McDermot, with all in favor, the Board opened the public hearing on the fiscal year 2024/2025 final budget, for the Del Webb Bexley CDD.

Ms. Wallace presented the adopted proposed budget totaling \$464,877. Discussion was held regarding moving funds from the miscellaneous contingency account into a Money Market account. Ms. Wallace stated finance can provide options at the next meeting. The Board and management responded to questions regarding the miscellaneous contingency and reserve accounts.

A motion was made and failed due to the lack of a second to obtain bids for other management companies.

The Board indicated that it was in favor of adopting the budget as presented.

On a motion from Mr. Eurell, seconded by Mr. McDermot, with all in favor, the Board closed the public hearing on the fiscal year 2024/2025 final budget, for the Del Webb Bexley CDD.

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT July 17, 2024 - Minutes of Meeting Page 3

1. Consideration of Resolution 2024-07, Adopting FY 2024/2025 Final Budget

On a motion from Mr. McDermott, seconded by Mr. Eurell, the Board unanimously adopted Resolution 2024-07, adopting Fiscal Year 2024-2025 Final Budget totaling \$464,877, for the Del Webb Bexley CDD.

FIFTH ORDER OF BUSINESS

Public Hearing for FY 2024/2025 Assessments

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On a motion from Mr. Eurell, seconded by Mr. McDermot, with all in favor, the Board opened the public hearing on the fiscal year 2024/2025 assessments, for the Del Webb Bexley CDD.

94 95

There were no questions or comments put forward regarding the fiscal year 2024/2025 assessments.

96 97

On a motion from Mr. Eurell, seconded by Mr. McDermot, with all in favor, the Board closed the public hearing on the fiscal year 2024/2025 assessments, for the Del Webb Bexley CDD.

98 99

1. Consideration of Resolution 2024-08, Adopting FY 2024/2025 Assessments

100

On a motion from Mr. McDermott, seconded by Mr. Bauld, the Board unanimously adopted Resolution 2024-08, adopting Fiscal Year 2024-2025 assessments, for the Del Webb Bexley CDD.

101 102

103

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-09; Setting Fiscal Year 2024/2025 Meeting Schedule

104105106

107

Ms. Wallace presented Resolution 2024-09, outlining the dates, times and locations for the proposed meetings for fiscal year 2024/2025, explaining that Pasco County requires at least four evening meetings per year.

108 109

On a motion from Mr. McDermott, seconded by Mr. Eurell, the Board unanimously adopted Resolution 2024-09, adopting the Fiscal Year 2024-2025 meeting schedule (), as presented, for the Del Webb Bexley CDD.

110111

SEVENTH ORDER OF BUSINESS

Discussion of HB 7013- District Goals and Objectives

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Discussion was held regarding the recent legislation that passed pertaining to new requirements for special districts. The Board set financial goals as being budget conscious, while meeting Board goals for the district, administrative goals as being compliant with website maintenance requirements, and operational goals as completing a reserve study to ensure future needs of the district are met.

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT July 17, 2024 - Minutes of Meeting Page 4

On a motion from Mr. Eurell, seconded by Mr. McDermott, the Board unanimously established district goals and objectives as per HB7013, as discussed, for the Del Webb Bexley CDD.

120 121 122	EIGHTH ORDER OF BUSINESS	Consideration of Diffuser Aeration Pond Proposal
123 124 125	A brief discussion was held, with no Boa	rd action being taken.
126 127	NINTH ORDER OF BUSINESS	Discussion of Reserve Study
128 129	The Board discussed the updated Reser	ve Study based on the seven new ponds.
130 131 132	TENTH ORER OF BUSINESS	Discussion of Wildlife/Alligator Caution Signs
133 134	Discussion was held regarding possib caution signs. Mr. Bauld will provide updated si	le locations for the installation of 5 new gn locations.
135 136 137	ELEVENTH ORDER OF BSUINESS	Acceptance of 2023 Annual Financial Audit
138 139 140 141	Ms. Wallace stated that the 2023 finar Elam, Gaines, & Frank was a clean audit with n	ncial audit completed by Berger, Toombs, o adverse findings.
	On a motion from Mr. Delgado, seconded accepted the 2023 financial audit, as presented, for the Del	nted, and authorized its filing with the
142 143 144 145	TWELFTH ORDER OF BUSINESS	Consideration of the Minutes of the Board of Supervisors' Meeting Held on May 15, 2024
	On a motion from Mr. Eurell, seconded by Mr. the minutes from the Board of Supervisors presented, for the Del Webb Bexley CDD.	· · · · · · · · · · · · · · · · · · ·
147 148 149 150	THIRTEENTH ORDER OF BUSINESS	Ratification of Operation and Maintenance Expenditures from April and May 2024
	On a motion from Mr. Delgado, seconded by Methodology the Operation and Maintenance Expenditure 2024 (\$16,257.71), for the Del Webb Bexley Communication	s for April 2024 (\$19,432.08) and May

FOURTEENTH ORDER OF BUSINESS Supervisor Requests

152

153 154

155

156

Mr. McDermott inquired about the upcoming election and specifically seat #5 currently held by Mr. Fezzuoglio.

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT July 17, 2024 - Minutes of Meeting Page 5

157

On a motion from Mr. Delgado, seconded by Mr. Eurell, the Board unanimously ratified approved moving funds into a Money Market account, for the Del Webb Bexley CDD.

158159

160

Mr. Eurell led discussions regarding fountains, pond #2 issues, construction defects, mowing issues around CDD ponds, and a protype pond program. The following Board actions were taken

161162

On a motion from Mr. Eurell, seconded by Mr. Delgado, with all in favor, the Board approved using the Google Earth Digital Map of Pond #28 to establish the original position of the fountain and accepted it as being 28°14'12.27 N latitude and 82°30'6.40 W longitude, for the Del Webb Bexley CDD.

163

On a motion from Mr. Eurell, seconded by Mr. Delgado, with all in favor, the Board authorized Mr. Eurell to obtain special dispensation from the HOA board to operate his personal arial drone to mark the accepted original fountain position to determine its bearing relative to the current position, for the Del Webb Bexley CDD.

164

On a motion from Mr. Eurell, seconded by Mr. Delgado, with all in favor, the Board authorized the expense for Fountain Design Group to move the fountain to the accepted original position as marked in real time by the aerial drone (date and time to be announced so residents can witness if interested), for the Del Webb Bexley CDD.

165

On a motion from Mr. Eurell, seconded by Mr. Delgado, with all in favor, the Board authorized District Counsel and District Engineer to draft a policy regarding homeowner drainage structures for Board consideration at the next meeting, for the Del Webb Bexley CDD.

166

On a motion from Mr. Eurell, seconded by Mr. Delgado, with all in favor, the Board authorized Mr. Eurell to contact Pulte Homes regarding the data presented today and request that Pulte repair the fractured stormwater inlet miter end to appropriate engineering standards and replace the illicit discharge tubes with French drains, for the Del Webb Bexley CDD.

167

On a motion from Mr. Eurell, seconded by Mr. Delgado, with all in favor, the Board authorized contacting the construction attorney engaged by the HOA for a 588 Construction Defect Claim against Pulte to evaluate our position regarding a claim of our own should Pulte not respond to the request in the previous motion, for the Del Webb Bexley CDD.

168

On a motion from Mr. Eurell, seconded by Mr. Delgado, with all in favor, the Board approved appointing a member of the Board to contact the HOA Property and Grounds Committee and work to develop a method for monitoring and reporting grass floating in the ponds after mowing, for the Del Webb Bexley CDD.

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT July 17, 2024 - Minutes of Meeting Page 6

On a motion from Mr. Eurell, seconded by Mr. Delgado, with all in favor, the Board authorized Mr. Eurell to meet with interested DWB residents and Advanced Aquatics to develop a proposal for a protype pond program using strategically placed native plants, for the Del Webb Bexley CDD.

170 171 172	FIFTEENTH ORDER OF BUSINESS	Adjournment
	On a motion from Mr. McDermott, second approved to adjourn the meeting at 4:47 p.	
173 174		
175 176 177		
178	Secretary/Assistant Secretary	Chairman/ Vice Chairman

Tab 12

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Wesley Chapel, Florida · (813) 933-5571</u>

<u>Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614</u>

<u>www.delwebbbexleycdd.org</u>

Operation and Maintenance Expenditures June 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2024 through June 30, 2024. This does not include expenditures previously approved by the Board.

\$10,280.58

Approval of	Expenditures:	
	Chairperson	
	Vice Chairperson	
	Assistant Secretary	

The total items being presented:

Del Webb Bexley Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2024 Through June 30, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Inv	oice Amount
Advanced Aquatic Services, Inc.	100183	10554201	Monthly Lake Maintenance 06/24	\$	3,615.00
Fountain Design Group, Inc.	100187	33461A	Quarterly Fountain Cleaning 06/24	\$	460.00
Kutak Rock, LLP	100185	3396261	Legal Services 04/24	\$	89.50
Rizzetta & Company, Inc.	100184	INV0000089994	District Management Fees 06/24	\$	4,367.08
Rizzetta & Company, Inc.	100186	INV000090806	Mass Mailing 06/24	\$	1,224.00
The Observer Group, Inc.	100189	24-01085P 06/14/24, 06/21/24	Legal Advertising 06/24	_\$	525.00
Report Total				\$	10,280.58

Advanced Aquatic Services Inc. 292 South Military Trail Deerfield Beach, FL 33442 954-596-2127

6/1/2024 10554201

\$3,615.00

Bill To

Del Webb Bexley CDD C/O Rizzetta & Company, Inc 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544

Due Date

Net 30

7/1/2024

Monthly Lake Maintenance.

***THE INVOICE DATE ABOVE INDICATES MONTH SERVICES WILL BE
PERFORMED***

3,615.00

Advanced Aquatic Services Inc. 292 South Military Trail Deerfield Beach, FL 33442 954-596-2127



FOUNTAIN DESIGN GROUP, INC. 7628 NW 6TH AVENUE BOCA RATON, FL 33487 561-994-3939 7628 NW 6TH AVENUE

Invoice

Date	Invoice #
6/12/2024	33461A

Bill To	
DEL WEB BEXLEY CDD 5844 OLD PASCO ROAD, STE. 100 WESLEY CHAPEL, FL. 33544	

Ship To
DEL WEB BEXLEY CDD 5844 OLD PASCO ROAD, STE. 100 WESLEY CHAPEL, FL 33544

Balance Due

\$460.00

	P.O. N o.	Terms	Rep	Ship Date	Ship Via	FOB	Project
		Due on receipt	SC	6/12/2024		RM	
G	Qty		Desc	ription		Rate	Amount
		QUARTERLY CI SALES TAX	LEANING OF S	EVEN FOUNTA	NS SERVICE	460.00 7.00%	460.00 0.00
						RECEIVED 06-12-2024	
						06-12-2024	
-		- 1				*-1	

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

May 29, 2024

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016 First National Bank of Omaha Kutak Rock LLP A/C # 24690470

Reference: Invoice No. 3396261 Client Matter No. 6223-1

Notification Email: eftgroup@kutakrock.com

Ms. Jennifer L. Godyn Del Webb Bexley CDD c/o Rizzetta & Company, Inc. Suite 200 3434 Colwell Avenue Tampa, FL 33614

Invoice No. 3396261

6223-1

Re: General Counsel

For Professional Legal Services Rendered

04/06/24	R. Dugan	0.10	27.50	Prepare	Year	2025	budget
04/10/24	A. Willson	0.20	62.00	document Confer vinquiry	 elgado	regard	ing fee

TOTAL HOURS 0.30

TOTAL FOR SERVICES RENDERED \$89.50

TOTAL CURRENT AMOUNT DUE \$89.50



Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa FL 33614

Invoice

Date	Invoice #
6/1/2024	INV0000089994

Bill To:

Del Webb Bexley CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

	June	Upon Re	ceipt 0	0178
Description	*	Qty	Rate	Amount
Accounting Services		1.00	\$1,660.08	\$1,660.0
Administrative Services		1.00	\$419.50	\$419.5
Financial & Revenue Collections		1.00	\$331.08	\$331.0
Management Services		1.00	\$1,856.42	\$1,856.4
Website Compliance & Management		1.00	\$100.00	\$100.0
	•			\$4.267.00
	DECEIVED			\$4,367.08

RECEIVE 05-24-2024

\$4,367.08

Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa FL 33614

Invoice

Date	Invoice #
6/14/2024	INV0000090806

Bill To:

Del Webb Bexley CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

	June	Upon R	eceipt	00178
Description		Qty	Rate	Amount
Mass Mailing - Budget Notice		1.00	\$1,224.0	Mmount 0 \$1,224.00
<u>I</u>	RECEIVED 06-14-2024			·

Business Observer

INVOICE

Legal Advertising

1970 Main Street 3rd Floor Sarasota, FL 34236 , 941-906-9386 x322

Invoice # 24-01085P Date 06/14/2024

Attn:

Del Webb Bexley CDD Rizzetta 3434 COLWELL AVENUE SUITE 200 TAMPA FL 33614 Please make checks payable to: (Please note Invoice # on check) Business Observer 1970 Main Street 3rd Floor Sarasota, FL 34236

Description	Amount
Serial # 24-01085P	\$525.00
Notice of Public Hearing	
RE: Public Hearing on July 17, 2024	
Adoption of FY 2025 Budget	
Published: 6/14/2024, 6/21/2024	

Important Message

Please include our Serial # on your check

Pay by credit card online: https://legals. businessobserverfl. com/send-payment/ Paid () **Total \$525.00**

Payment is expected within 30 days of the first publication date of your notice.



Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Business Observer

1970 Main Street 3rd Floor Sarasota, FL 34236 , 941-906-9386 x322

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Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

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Serial Number 24-01085P

Business Observer

Published Weekly New Port Richey, Pasco County, Florida

COUNTY OF PASCO

JUN 2 4 2024 D

STATE OF FLORIDA

Before the undersigned authority personally appeared <u>Lindsey Padgett</u> who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at New Port Richey, Pasco County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of <u>Public Hearing on July 17 2024</u> Adoption of FY 2025 Budget

in the Court, was published in said newspaper by print in the

issues of 6/14/2024, 6/21/2024

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

See Attached

Sworn to and subscribed, and personally appeared by physical presence before me,

21st day of June, 2024 A.D.

by Lindsey Padgett who is personally known to me.

Notary Public, State of Florida

(SEAL)

Kimberly S.Martin Comm.:HH 282034 Expires: July 25, 2026

Notary Public - State of Florida

DEL WEBBEELLY COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FY 2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTRIANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") for the Del Webb Beskey Community Development District ("District") will hold the fol-

wing publichearings and regular meeting: DATE: July17, 2024

TIME:

LOCATION:

1:00 P.M. Del Webb Bexley Clubicouse 19266 Del Webb Boulevard Land O' Lakes, Florida 34638

Land O' Lakes, Florida 34638

The first public hearing is being held pure auth to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed Budget ("Proposed Budget") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("FY 2025"). The second public hearing is being held pure in the fiscal year beginning October 10, 1907 and ending September 30, 2025 ("FY 2025"). The second public hearing is being held pure in the Comment of the Budget for FY 2025; but consider the adoption of an assessment roll; and to provide for the levy, collection, and enforcement of O& MAssess ments. At the conclusion of the public hearings, the Board will, by resolution, adopt a budget and levy O&M Assess ments as Budly approved by the Board. A regular Board meeting of the District will also be held where the Board may consider any other District husiness that may properly come before it.

Description of Assessments.

Description of Assessments.

Description of Assessments

The District imposes Of M Assessments on benefitted property within the District finithe purpose of funding the District's general administrative, operations, and maintenance budget. A description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which me subject to change at the hearing:

LandUse	Total a of Units/Acres	EAllFactor	Proposed Annual O&M Assessment (including col- lection costs / early pay- ment discounts)
SF 40*	231	1.00	\$581.62
SF50	413	1.00	\$581.82
SF65'	206	1.00	\$581.82

*includes collection costs and early payment discounts
NOTE: THE DISTRICT RESERVES ALL RIGHTS TO CHANGE THE LAND USES, NUMBER OF UNITS, EQUIVA LENT ASSESSMENT OR RESIDENTIAL UNIT ("FAU/ERU") FACTORS, AND OWN ASSESSMENT AMOUNTS AT THE PUBLIC HEARING, WITHOUT FURTHER NOTICE.

The proposed O&M Assessments as stated include collection costs and/or early payment discounts imposed on assessments collected by the Pasto County ("County") Tax Collector on the tax bill, Moreover, pursuant to Sextion 197, 3632(4), Florida Statutes, the lien unmounts hall serve us the "maximum rate" authorized by law fur O&M Assessments, such that no public hearing on O&M Assessments are proposed to be increased or another criterion within Section 197,3632(4), Florida Statutes, is met. Note, the O&M Assessments on the continued clebt service assessments previously levied by the District, if any.

assessments previously seven by the District, want,
For FY 2005, the District intends to have the County Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments on the remaining benefitted property, if any, by sending out a bill no later than Novisinbet of this year. It is important to pay your O&M Assessment because failure to pay will cause attacertificate to be issued against the property which his year sults has of title of, for direct billing O &M Assessments, may result in a foreclosure action which also may result be a loss of title. The District's decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later cleaving to collect those or other assessments in a different

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida, law, A copy of the Proposed Budget, proposed assessment rell, and the agencie for the public hearings and meeting may be obtained at the offices of the District Manager, Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 23816. Phone (813) 933-5571 ("District Manager's Office"), during normal business hours, or by visiting the District's website at http://delwebbexleyedd.org/. Thepablic bearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or tneeting. There may ha occasious when staff or board members may participate to specified on the record at the public hearings or tneeting. There may ha occasious when staff or board members may participate

Anyperson requiring special accommodations at the public learings or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (46) hours prior to the public hearings and receiving. 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

hearing or speech imparted, please contenting From Relay Service by diating (+1-1, or 1-800-9a-5-97) (1117) 1-800-9b-8 (10) (Videe), for sid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office writtin twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that, accordingly, the person may need to ensure that averbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Ittles Ministrico.

District Manager



1... June 14, 21, 2024

24-01085P

		-
	JUN 2 4 2024	
T	77°C	

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Wesley Chapel, Florida · (813) 933-5571</u>

<u>Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614</u>

<u>www.delwebbbexleycdd.org</u>

Operation and Maintenance Expenditures July 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2024 through July 31, 2024. This does not include expenditures previously approved by the Board.

The total ite	ems being presented:	\$19,502.24	
Approval o	f Expenditures:		
====	Chairperson		
	Vice Chairperson		
<u> </u>	Assistant Secretary		

Del Webb Bexley Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2024 Through July 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoi	ice Amount_
	100100	10551004	NA	•	0.045.00
Advanced Aquatic Services, Inc.	100188	10554621	Monthly Lake Maintenance 07/24	\$	3,615.00
Brletic Dvorak, Inc.	100191	1511	Engineering Services 05/24	\$	300.00
Del Webb Bexley Homeowners Association, Inc	100192	20095	Shared Pond Mowing 04/24	\$	4,689.83
Del Webb Bexley Homeowners Association, Inc	100192	20327	Shared Pond Mowing 05/24	\$	4,689.83
Disclosure Services, LLC	100193	7 178	Amortization Schedule Series 2018 07/24	\$	100.00
Kutak Rock, LLP	100194	3411638	Legal Services 05/24	\$	1,575.50
Rizzetta & Company, Inc.	100190	INV0000091017	District Management Fees 07/24	\$	4,367.08
VGlobal Tech	100195	6201	ADA Website Maintenance 06/24	\$	82.50
VGlobal Tech	100195	6331	ADA Website Maintenance 07/24	\$	82.50

Report Total

\$ 19,502.24

Advanced Aquatic Services Inc. 292 South Military Trail Deerfield Beach, FL 33442 954-596-2127

7/1/2024 10554621

\$3,615.00

Bill To

Del Webb Bexley CDD C/O Rizzetta & Company, Inc 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544

Due Date
Net 30
7/31/2024

Monthly Lake Maintenance.

***THE INVOICE DATE ABOVE INDICATES MONTH SERVICES WILL BE
PERFORMED***

3,615.00

Advanced Aquatic Services Inc. 292 South Military Trail Deerfield Beach, FL 33442 954-596-2127



Brletic Dvorak Inc

536 4th Ave South Unit 4 Saint Petersburg, FL 33701 US +1 8133611466 sbrletic@bdiengineers.com



INVOICE

BILL TO

Del Webb Bexley CDD Rizzetta & Company 3434 Colwell Avenue Suite 200 Tampa, Florida 33614 United States

PROJECT NAME

Del Webb Bexley CDD

INVOICE	1511
DATE	05/31/2024
TERMS	Net 30
DUE DATE	06/30/2024

	DESCRIPTION	QTY	RATE	AMOUNT
Project Manager	[May 15 – May 23]	1:30	200.00	300.00

BALANCE DUE \$300.00





Del Webb Bexley COMMUNITY DEVELOPMENT DISTRICT May-24

	<u>HOURS</u>	RATE		PERSON	TOTAL
CDD Activities					
Board Meeting Prep, Attendance, Follow up Engineer's Reports/Invoicing	1.00	\$200	S. Brletic		\$200.00
Research O&M responsibilities per DM request	0.50	\$200	S. Brletic		\$100.00

INVOICE TOTAL 1.50 \$300.00





Del Webb Bexley HOA

3434 Colwell Ave Unit 200 Tampa, FL 33614 813.514.0400 Jmullins@rizzetta.com

DATE April 30, 2024 CUSTOMER ID Pond Mowing

TO Del Webb Bexley, CDD

glee@rizzetta.com

3434 Colwell Ave, Suite 100

Tampa, FL 33614

Details	Invoice #	Service Dates	Amount
April Service	20095	April	4,689.83
		TOTAL	4,689.83

Make all checks payable to Del Webb Bexley HOA

THANK YOU FOR YOUR BUSINESS!





5100 W Kennedy Blvd Ste 325 Tampa, FL 33609

Bill To

Del Webb Bexley Community Association, INC 19265 Del Webb Blvd Land O Lakes, FL 34638

Invoice TPA 20095

	04/01/2024
	#-
Jay Grimaldi	Net 30

Property Address

Del Webb Bexley Community Association, INC 19265 Del Webb Blvd Land O' Lakes, FL 34638

ltem	Qty / UOM	Rate	Ext. Price	Amount
#7593 - Landscape Maintenance Agreement - 0	Commons April 20:	24		\$28,567.93

Common Area Invoicing - \$22,878.10

CDD Pond Invoicing - \$4,689.83

Total - \$28,567.93

Total \$28,567.93

Credits/Payments ______(\$0.00)

Balance Due \$28,567.93

Current	1-30 Days	31-60 Days	61-90 Days	90+ Days
	Past Due	Past Due	Past Due	Past Due
\$68,062)40)	\$102,873.35	\$6,037.64	\$14,139.17	\$132 <u>4</u> 880.80





Del Webb Bexley HOA

3434 Colwell Ave Unit 200 Tampa, FL 33614 813.514.0400 Jmullins@rizzetta.com

DATE May 31, 2024 CUSTOMER ID Pond Mowing

TO Del Webb Bexley, CDD

glee@rizzetta.com

3434 Colwell Ave, Suite 100

Tampa, FL 33614

Details	Invoice #	Service Dates	Amount
May Service	20327	May	4,689.83
		TOTAL	4,689.83

Make all checks payable to Del Webb Bexley HOA **THANK YOU FOR YOUR BUSINESS!**





5100 W Kennedy Blvd Ste 325 Tampa, FL 33609

Bill To

Del Webb Bexley Community Association, INC 19265 Del Webb Blvd Land O Lakes, FL 34638

Invoice TPA 20327

	05/21/2024
	*
Jay Grimaldi	Net 30

Property Address

Del Webb Bexley Community Association, INC 19265 Del Webb Blvd Land O' Lakes, FL 34638

ltem	Qty / UOM	Rate	Ext. Price	Amount
#7593 - Landscape Maintenance Agreement - 0	Commons May 202	4		\$28,567.93

Common Area Invoicing - \$23,878.10

CDD Pond Invoicing - \$4,689.83

Total - \$28,567.93

Total \$28,567.93

Credits/Payments ______(\$0.00)

Balance Due \$28,567.93

Current	1-30 Days	31-60 Days	61-90 Days	90+ Days
	Past Due	Past Due	Past Due	Past Due
\$141,404.41	\$25,556.39	\$91.88	\$6,037.64	\$144,786.97

Disclosure Services LLC

1005 Bradford Way Kingston, TN 37763

Invoice

Date	Invoice #
6/28/2024	7

Bill To	
Del Webb Bexley CDD C/O Rizzetta & Co.	

Terms	Due Date
Net 30	7/28/2024

Description	Amount
Amortization Schedule Series 2018 8-1-24 Prepay \$25,000	100.00
	RECEIVE 706-28-2024

Phone # 865-717-0976

E-mail tcarter@disclosureservices.info

Total	\$100.00
Payments/Credits	\$0.00
Balance Due	\$100.00

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

June 28, 2024

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470

Reference: Invoice No. 3411638 Client Matter No. 6223-1

Notification Email: eftgroup@kutakrock.com

Ms. Jennifer L. Godyn Del Webb Bexley CDD c/o Rizzetta & Company, Inc. Suite 200 3434 Colwell Avenue Tampa, FL 33614

Invoice No. 3411638 6223-1

Re: Gener	ral Counsel				
For Professional Legal Services Rendered					
05/01/24	J. Gillis	0.20	35.00	Draft resolution approving proposed budget for FY 2025	
05/08/24	J. Gillis	0.20	35.00	Confer with staff regarding agenda and proposed budget resolution	
05/08/24	A. Willson	0.20	62.00	Review and revise proposed budget resolution; confer with Kronick regarding meeting agenda	
05/14/24	A. Willson	0.60	186.00	Review meeting agenda; prepare materials for board meeting	
05/15/24	J. Gillis	0.10	17.50	Follow up from Board meeting	
05/15/24	A. Willson	3.40	1,054.00	Confer with Minichino regarding District and Association contractual items; review items regarding same; attend board meeting; post meeting follow up	
05/20/24	A. Willson	0.20	62.00	Confer with Huber regarding public records request	
05/23/24	A. Willson	0.40	124.00	Confer with Brletic regarding District improvements; review items regarding same	

KUTAK ROCK LLP

Del Webb Bexley CDD June 28, 2024 Client Matter No. 6223-1 Invoice No. 3411638 Page 2

TOTAL HOURS 5.30

TOTAL FOR SERVICES RENDERED \$1,575.50

TOTAL CURRENT AMOUNT DUE \$1.575.50



Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa FL 33614

Invoice

\$4,367.08

Date	Invoice #		
7/1/2024	INV0000091017		

Bill To:

Del Webb Bexley CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

	July	Upon Receipt 00178		0178
Description		Qty	Rate	Amount
Accounting Services Administrative Services Financial & Revenue Collections Management Services Website Compliance & Management	RECEIVE D6-27-2024	1.00 1.00 1.00 1.00	\$1,660.08 \$419.50 \$331.08 \$1,856.42 \$100.00	\$1,660.08 \$419.50 \$331.08 \$1,856.42 \$100.00
				\$4,367.08

VGlobalTech

636 Fanning Drive Winter Springs, FL 32708 US contact@vglobaltech.com www.vglobaltech.com



INVOICE

BILL TO

Del Webb Bexley CDD 3434 Colwell Ave Tampa, FL 33614 United States

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Web Maintenance: ADA Website Maintenance Ongoing website maintenance for ADA and WCAG Compliance	1	82.50	82.50
Monthly ma	aintenance	BALANCE DUE	***************************************	\$82.50



VGlobalTech

636 Fanning Drive Winter Springs, FL 32708 US contact@vglobaltech.com www.vglobaltech.com



INVOICE

BILL TO

Del Webb Bexley CDD 3434 Colwell Ave Tampa, FL 33614 United States

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Web Maintenance: ADA Website Maintenance Ongoing website maintenance for ADA and WCAG Compliance	1	82.50	82.50
Monthly m	naintenance	BALANCE DUE		\$82.50



DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Wesley Chapel, Florida · (813) 933-5571</u>

<u>Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614</u>

<u>www.delwebbbexleycdd.org</u>

Operation and Maintenance Expenditures August 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2024 through August 31, 2024. This does not include expenditures previously approved by the Board.

\$15,805.08

Approval of Expenditures:				
	Chairperson			
70	Vice Chairperson			
	Assistant Secretary			

The total items being presented:

Del Webb Bexley Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2024 Through August 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description		ice Amount
Advanced Aquatic Services, Inc.	100198	10555031	Monthly Lake Maintenance 08/24	\$	3,615.00
Advanced Aquatic Services, Inc.	100208	10555129	Pickup of Dead Fish on Pond #29 08/24	\$	120.00
Berger, Toombs, Elam, Gaines & Frank CPA	100199	368031	Auditing Services FYE 09/30/23	\$	3,665.00
Brletic Dvorak, Inc.	100200	1554	Engineering Services 06/24	\$	1,000.00
Brletic Dvorak, Inc.	100207	1577	Engineering Services 07/24	\$	800.00
Dennis M Bauld	100201	DB071724	Board of Supervisors Meeting 07/17/24	\$	200.00
George W McDermott	100202	GM071724	Board of Supervisors Meeting 07/17/24	\$	200.00
Gerry Fezzuoglio	100203	GF071724	Board of Supervisors Meeting 07/17/24	\$	200.00
Kutak Rock, LLP	100204	3425112	Legal Services 06/24	\$	1,268.00
Rizzetta & Company, Inc.	100197	INV0000091882	Excess Meeting Time 07/24	\$	87.50
Rizzetta & Company, Inc.	100196	INV0000092334	District Management Fees 08/24	\$	4,367.08

Del Webb Bexley Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2024 Through August 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Inv	voice Amount
Thomas Eurell	100205	TE071724	Board of Supervisors Meeting 07/17/24	\$	200.00
VGlobal Tech	100206	6408	ADA Website Maintenance 08/24	\$	82.50
Report Total				\$	15,805.08

Advanced Aquatic Services Inc. 292 South Military Trail Deerfield Beach, FL 33442 954-596-2127

8/1/2024 10555031

\$3,615.00

Bill To

Del Webb Bexley CDD C/O Rizzetta & Company, Inc 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544

Due Date

Net 30

8/31/2024

Monthly Lake Maintenance.

***THE INVOICE DATE ABOVE INDICATES MONTH SERVICES WILL BE
PERFORMED***

3,615.00

Advanced Aquatic Services Inc. 292 South Military Trail Deerfield Beach, FL 33442 954-596-2127



Advanced Aquatic Services Inc. 292 South Military Trail Deerfield Beach, FL 33442 954-596-2127

8/14/2024

10555129

\$120.00

Bill To

Del Webb Bexley CDD C/O Rizzetta & Company, Inc 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544

Due Date

Net 30

9/13/2024

Pickup of Dead Fish on Pond #29 Completed 8/13/24 & 8/14/24 120.00

Advanced Aquatic Services Inc. 292 South Military Trail Deerfield Beach, FL 33442 954-596-2127



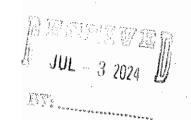


Certified Public Accountants

600 Citrus Avenue Suite 200

Fort Pierce, Florida 34950

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



DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT 3434 COLWELL AVE SUITE 200 TAMPA, FL 33614

Invoice No.

368031

Date Client No. 06/30/2024

21718

Services rendered in connection with the audit of the Basic Financial Statements as of and for the year ended September 30, 2023.

Total Invoice Amount

<u>3.665.00</u>

You can pay online at: https://treasurecoastcpas.com or

Scan to Pay

Berger, Toombs, Elam, Gaines, Frank, McGuire & Gonano CPAs PL



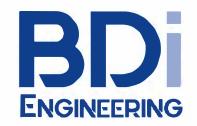
CPACHARGE

We accept major credit cards. A 3% fee will be applied.

Please enter client number on your check. Finance charges are calculated on balances over 30 days old at an annual percentage rate of 18%.

Brletic Dvorak Inc

536 4th Ave South Unit 4 Saint Petersburg, FL 33701 US +1 8133611466 sbrletic@bdiengineers.com



INVOICE

BILL TO

Del Webb Bexley CDD Rizzetta & Company 3434 Colwell Avenue Suite 200 Tampa, Florida 33614 United States

PROJECT NAME

Del Webb Bexley CDD

INVOICE	1554
DATE	06/28/2024
TERMS	Net 30
DUE DATE	07/28/2024

	DESCRIPTION	QTY	RATE	AMOUNT
Project Manager	[June 20 – June 28]	5:00	200.00	1,000.00

BALANCE DUE \$1,000.00





Del Webb Bexley COMMUNITY DEVELOPMENT DISTRICT June-24

	<u>HOURS</u>	RATE		PERSON	<u>TOTAL</u>
CDD Activities					
Board Meeting Prep, Attendance, Follow up Engineer's Reports/Invoicing		\$200	S. Brletic		\$0.00
Review Pond 2 MES	1.50	\$200	S. Brletic		\$300.00
Draiange Inquires/Calls from Board Members	2.50 1.00	\$200 \$200	S. Brletic R.Dvorak		\$500.00 \$200.00

INVOICE TOTAL 5.00 **\$1,000.00**

Brletic Dvorak Inc

536 4th Ave South Unit 4 Saint Petersburg, FL 33701 US +1 8133611466 sbrletic@bdiengineers.com



INVOICE

BILL TO

Del Webb Bexley CDD Rizzetta & Company 3434 Colwell Avenue Suite 200 Tampa, Florida 33614 United States

PROJECT NAME

Del Webb Bexley CDD

INVOICE	1577
DATE	07/31/2024
TERMS	Net 30
DUE DATE	08/30/2024

	DESCRIPTION	QTY	RATE	AMOUNT
Project Manager	[July 17 – July 31]	4:00	200.00	800.00

\$800.00





Del Webb Bexley COMMUNITY DEVELOPMENT DISTRICT Jul-24

	<u>HOURS</u>	RATE		PERSON	<u>TOTAL</u>
CDD Activities					
Board Meeting Prep, Attendance, Follow up Engineer's Reports/Invoicing	4.00	\$200	S. Brletic		\$800.00

INVOICE TOTAL 4.00 \$800.00

Del Webb Boxloy CDD Meeting Date: July 17, 2024

SUPERVISOR PAY REQUEST



Name of Board Supervisor	Check if present	Check if paid
George McDermott		×
Thomas Eurell		×
Dennis Bauld		X
Mano Delgado*		NO
Gerry Fezzuoglio		X
(A) Description		

^(*) Does not get paid

EXTENDED MEETING TIMECARD

Meeting Start Time:	1:120M
Meeting End Time:	4:470M
Total Meeting Time:	3:35 Minutes
	1 4-11-1
Time Over 3 Hours:	35 Minutes
Time Over 3 Hours: Total at \$175 per Hour;	35 Minutes pro-rated

ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	
Additional or Continued Meeting?	
Total at \$175 per Hour:	\$0.00

Business Mileage Round Trip	
IRS Rate per Mile	\$0.655
Mileage to Charge	\$0.00

DM Signature: _____ / Muly Muss

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

July 25, 2024

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470

Reference: Invoice No. 3425112 Client Matter No. 6223-1

Notification Email: eftgroup@kutakrock.com

Ms. Jennifer L. Godyn Del Webb Bexley CDD c/o Rizzetta & Company, Inc. Suite 200 3434 Colwell Avenue Tampa, FL 33614

Invoice No. 3425112

6223-1

Re: General Counsel

For Professional Legal Services Rendered

06/05/24	J. Gillis	0.50	87.50	Draft published and mailed notices for FY 2025 budget hearing
06/05/24	A. Willson	0.80	248.00	Review and revise budget and O&M assessment notices; confer with Delgado regarding sunshine law items; confer with Mayne-Wallace regarding upcoming meeting agenda
06/11/24	A. Willson	0.40	124.00	Confer with Minichino regarding upcoming meeting agenda and sunshine law requirements
06/20/24	A. Willson	0.30	93.00	Confer with Minichino, Brletic, and Eurell regarding pond infrastructure
06/21/24	A. Willson	0.20	62.00	Review tentative meeting agenda; confer with Kronick regarding same
06/24/24	J. Gillis	0.50	87.50	Draft FY 2025 budget appropriation and assessment resolutions and direct collection agreement

KUTAK ROCK LLP

Del Webb Bexley CDD July 25, 2024 Client Matter No. 6223-1 Invoice No. 3425112 Page 2

06/25/24	A. Willson	1.60	496.00	Review items for discussion; confer with Brletic, Minichino, and Eurell regarding district items; confer with Brletic regarding district infrastructure
06/27/24	J. Gillis	0.40	70.00	Coordinate response to auditor letter
TOTAL HOU	URS	4.70		
TOTAL FOR	R SERVICES REN	DERED		\$1,268.00
TOTAL CUI	RRENT AMOUNT	DUE		\$1 <u>,2</u> 68.00



Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa FL 33614

Invoice

Date	Invoice #
7/23/2024	INV0000091882

Bill To:

Del Webb Bexley CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

				Ì
	July	July Upon Receipt 00178		00178
Description		Qty	Rate	Amount
Excess Meeting Time (over contract limit) 3 hours 35 r	nin	0.50	\$175.00	\$87.50
•	RECEIVE D 07-23-2024			•

Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa FL 33614

Invoice

\$4,367.08

Date	Invoice #
8/2/2024	INV0000092334

Bill To:

Del Webb Bexley CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

	78.			
	August	Upon Receipt 00		00178
Description		Qty	Rate	Amount
Accounting Services		1.00	\$1,660.0	
Administrative Services		1.00	\$419.5	
Financial & Revenue Collections		1.00	\$331.0	
Management Services		1.00	\$1,856.4	2 \$1,856.42
Website Compliance & Management		1.00	\$100.0	\$100.00
			2.5	\$4,367.08
	RECEIVE D 07-31-2024			Ψ+,507.00

VGlobalTech

636 Fanning Drive Winter Springs, FL 32708 US contact@vglobaltech.com www.vglobaltech.com



INVOICE

BILL TO

Del Webb Bexley CDD 3434 Colwell Ave Tampa, FL 33614 United States INVOICE # 6408
DATE 08/01/2024
DUE DATE 08/01/2024
TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Web Maintenance: ADA Website Maintenance Ongoing website maintenance for ADA and WCAG Compliance	1	82.50	82.50
Monthly ma	aintenance	BALANCE DUE	************************	\$82.50

