



Rizzetta & Company

Del Webb Bexley Community Development District

Board of Supervisors' Meeting November 19, 2025

**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 Dennis Bauld Thomas Eurell Mario Delgado Gerry Fezzuoglio	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Lynn Hayes	Rizzetta & Company, Inc.
District Counsel	Ryan Dugan	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 least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE – Wesley Chapel, FL – 813-994-1001
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, FL 33614
WWW.DELWEBBBEXLEYCDD.ORG

November 11, 2025

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, November 19, 2025, 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. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ITEMS**
 - A.** Consideration of RFP for Pond Erosion Project.....Tab 1
 - B.** Discussion of Advanced Aquatic Triploid Grass
Carp ContractTab 2
 - C.** Consideration of Resolution 2026-01; General
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- 4. STAFF REPORTS**
 - A.** Aquatics Update
 - i. Presentation of Aquatic ReportTab 4
 - B.** District Counsel
 - C.** District Engineer
 - D.** District Manager
 - i. Presentation of District Managers ReportTab 5
- 5. BUSINESS ADMINISTRATION**
 - A.** Consideration of the Minutes of the Board of
Supervisors' Meeting held on October 15, 2025.....Tab 6
 - B.** Ratification of Operation & Maintenance
Expenditures for September & October 2025Tab 7
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,

Lynn Hayes

Lynn Hayes
District Manager

Tab 1

PROJECT MANUAL

FOR

POND EROSION REPAIR SERVICES

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT
Pasco County, Florida

Date of Issue: _____ at _____ a.m./p.m.
Due Date: _____ at _____ a.m./p.m.

PROJECT MANUAL
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I. PUBLIC NOTICE

**POND EROSION REPAIR SERVICES
REQUEST FOR PROPOSALS
DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT
Pasco County, Florida**

Notice is hereby given that the Del Webb Bexley Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing pond erosion repair services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by email only sent to the District Engineer, Stephen Brletic, at sbrletic@bdiengineers.com, with the subject line “RFP for DW Bexley CDD.” The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

The **optional, pre-proposal** meeting will be held on _____, at _____ a.m./p.m., at project site, located at _____.

Firms desiring to provide services for this project must submit seven (7) copies of written proposal **AND** an electronic copy in a PDF format on a flash-drive no later than _____, at _____ a.m./p.m. to offices of _____, Attention: _____. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals received after the time and date stipulated above may be returned unopened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified. The successful Proposer will be required upon award to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract, with a Surety acceptable to the District, in accordance with Section 255.05, Florida Statutes.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the specifications, the evaluation criteria, the evaluation criteria or process, or any other issues or items relating to the Project Manual (collectively, “RFP Documents”), must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of this Request for Proposals or after prospective proposer picks up the proposal, whichever is later. A protest bond must be included with the initial notice of protest in a form acceptable to the District and in the amount of \$10,000.00. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the RFP Documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager’s Office.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District

explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities, or award the contract in whole or in part to one or more proposers, all as the District, in its sole discretion, determines it is in the best interest of the District to do so. Notwithstanding the foregoing, please note that proposals received from firms failing to meet the following minimum qualifications will not be considered or evaluated: (i) hold all required applicable federal, state and local professional license in good standing; and (iii) be authorized to do business in the State of Florida.

All proposals will be opened at a public meeting to be held at _____, at _____ a.m./p.m., at _____. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's Board of Supervisors will be made at that time. A copy of the agenda for the meeting can be obtained from the the District Engineer, Stephen Brletic, at sbrletic@bdiengineers.com. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 994-1001, at least 48 hours before the meetings. 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 Office.

Any and all questions and/or inquiries relative to this project shall be directed in writing by e-mail only to the District Engineer, Stephen Brletic, at sbrletic@bdiengineers.com with a copy to District Counsel at ryan.dugan@kutakrock.com. All questions must be received by _____, at 5:00 p.m. in order to be considered by the District.

Del Webb Bexley Community Development District
Lynn Hayes, District Manager

II. INSTRUCTIONS TO PROPOSERS

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT

Pond Erosion Repair Services

Pasco County, Florida

Instructions to Proposers

1. DUE DATE. Sealed proposals (“Proposal” or “Proposals”) must be received from interested parties (“Proposer(s)”) no later than _____, at _____ a.m./p.m., at _____, Attention: _____.

2. SUMMARY OF SCHEDULE. The District anticipates the following RFP schedule, though certain dates may be subject to change, which will be communicated to Proposers:

DATE/TIME	EVENT
December 3, 2025	RFP Notice is issued.
December 3, 2025 starting ____ a.m.	RFP package available for pick up by email to _____
December 3, 2025, to December 17, 2025	Site inspections available; by appointment only; request appointments to District Manager via e-mail only.
December 17, 2025, at ____ a.m.	Optional pre-proposal meeting at project site
December 23, 2025 at 5:00 p.m.	Deadline for questions.
January 14, 2026 at 12:00 p.m.	Proposals submittal deadline.
January 14, 2026 at ____ p.m.	Public meeting to open bids.
January 21, 2026 at 1:00 p.m.	Board Meeting to evaluate proposals received.

3. OPTIONAL PRE-PROPOSAL MEETING. There will be a pre-proposal meeting beginning at _____, at _____ a.m./p.m., and located at _____. Pre-proposal meeting is optional but highly encouraged. Proposers are encouraged to make on-site visits to gain an understanding of the scope of the area to be served. Proposers are assumed to be familiar with the area and any features of the area that may affect the services. Ignorance on the part of a proposer will in no way relieve it from its responsibilities for a full provision of the requested services.

4. SIGNATURE ON PROPOSAL; CORRECTIONS. Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If

the Proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the Proposal shall show the name of the State under the laws of which the corporation was chartered. In addition, the Proposal shall bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his/her authority to do so. All Proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Proposal.

5. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that it shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied itself from its own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the all conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory performance thereof. The Proposer agrees to accept the site in an "as is" condition and hold its prices for the period set forth in this Proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

6. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

Notwithstanding the foregoing, the Proposer is hereby specifically notified and informed that the following provisions of Florida law apply to the RFP, the Project Manual, and the contract to be executed in connection with the Project:

- a. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
- b. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
- c. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;
- d. Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and

e. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.

7. PROJECT MANUAL. The “Project Manual” and any addenda thereto, will be available from _____ by sending an email to _____ at _____ beginning _____, at _____ a.m./p.m. Proposers are encouraged to obtain the Project Manual prior to the optional pre-proposal meeting.

8. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to provide the required work to the satisfaction of the District. Furthermore, the Proposer shall submit satisfactory evidence that the Proposer meets the following minimum qualifications: (i) hold all required applicable federal, state and local professional license in good standing; and (iii) be authorized to do business in the State of Florida.

9. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their Proposals rejected if the District has reason to believe that collusion may exist among the Proposers, if the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

10. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Stephen Brletic, at sbrletic@bdiengineers.com with a copy to District Counsel at ryan.dugan@kutakrock.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. The deadline to submit questions is _____, at _____ a.m./p.m. via email only to addressees provided herein. **Questions received after _____, at _____ a.m./p.m. will not be answered.** Answers to all questions will be provided to all Proposers by e-mail. Interpretations or clarifications considered necessary in response to questions or in otherwise in order to clarify the requirements of the Project Manual will be issued by Addenda to all parties. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

11. SUBMISSION OF PROPOSAL. Submit seven (7) hard copies and one (1) digital PDF copy (flash drive required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO RFP FOR DW Bexley CDD ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the Proposer. All Proposals will be publicly opened _____, at _____ a.m./p.m., at _____.

12. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the Proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

13. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

14. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal and the Affidavit for Integrity in Public Contracting and Purchasing, E-Verify, and Non-Collusion.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, erosion repair services over the past three years (forms attached), including the scope of services provided, the name of the project owner, and a contact name and phone number.
- E. A list of the total annual dollar value of work completed for the last three (3) years.
- F. A list of all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
- G. At least three (3) references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. The references

may, but are not required to, overlap with the projects or current contracts as listed under items E. and F.

- H. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein (limited to five (5) pages).
- I. Pricing and Schedule of Values. Proposals must itemize the cost for each of the items described in the Proposal and break out all costs in a Schedule of Values. The Schedule of Values must include integral component parts of the Work in sufficient detail to serve as the basis for future progress payments and shall be utilized as the basis for additions and deletions to the Work during construction. If additional services are added during the term of the contract, compensation for such services shall be based on the unit prices provided. Proposer shall provide in their Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with repair plan and technical specifications. The quantities and unit costs for materials shall be provided by the Proposer in accordance with the Project Manual. Proposer must identify the landscaping that is anticipated to be disturbed as part of the Project and shall include in its bid costs to replace the same to its original condition at the conclusion of the Project. All other landscaping must be protected and replaced in the event of damage.
- J. An Initial Project Schedule for the Work included in the Proposal. The Contractor will be required to submit a revised progress schedule monthly with each pay request; the schedule shall show original timeline and progress to date.
- K. A current Certificate of Insurance and proof of financial capability, as specified herein.

15. INSURANCE. All Proposers shall include as part of their Proposal a current Certificate of Insurance demonstrating the company's ability to meet the insurance coverage requirements set forth in the attached contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the contract form provided herein, within fifteen (15) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

16. FINANCIALS. In evaluating and scoring the Proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

17. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all Proposals, in its sole and absolute discretion, make modifications to the work, and waive any

technical errors, informalities or irregularities in Proposals, or award the contract in whole or in part to one or more Proposers, all as the District, in its sole discretion, determines it is in the best interest of the District.

18. CONTRACT AWARD; CHANGES. Within fifteen (15) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The successful Proposer is expected to commence work on or about _____, or on such other date as may be specified by the District in a written notice to proceed or the final contract. The contract shall be for a specified term and, upon expiration or termination of any existing contract for erosion repair services; Proposer, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract. Any work performed prior to issuance of a Notice to Proceed shall be at the Proposer's or Contractor's risk unless specifically agreed in writing. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals and to award by items, groups of items, or total Proposal.

The District reserves the right to order changes in its scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Proposer. Price adjustments will be based on the prices proposed by the successful Proposer in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

19. PERFORMANCE AND PAYMENT BONDS. Upon contract award, the successful Proposer will be required to furnish Payment and Performance Bonds in compliance with section 255.05, Florida Statutes, and executed in the form included in the Proposal Documents and in the sum equal to one hundred percent (100%) of the total amount of the contract value concurrent with execution of the contract, with such acceptable sureties, secured through the Proposer's usual sources as may be agreeable to the parties. The Proposer shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds. Each Proposer should submit a Letter of Qualification from an acceptable Surety Company (on Surety letterhead), or an acceptable bank in the form of a demand note or similar bond form, stating that the Proposer is bondable for the amounts required by the Contract Documents. To be responsible to the District as Surety on Section 255 forms of bonds, Surety shall comply with the following provisions:

- A.** Surety must be licensed to do business in the State of Florida.

- B. Surety must have been in business and have a record of successful continuous operations for at least three (3) years.
- C. Surety must have fulfilled all of its obligations on all other bonds given to the District, if applicable.
- D. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

20. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from its negligence or breach of contract or its subcontractor's(s') negligence, as more fully set forth in the contract form, provided herein.

21. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

22. EVALUATION OF PROPOSALS. The Proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheets contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the District's best interest, but the District explicitly reserves the right to make such award to other than the lowest priced Proposal. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held by the District for a period not to exceed ninety (90) days from the date of Proposal opening for the purposes of reviewing the Proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted Proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the Proposal score or the disqualification of the Proposal response.

23. COLLUSION. Proposers shall be disqualified and their Proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

24. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic

mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

25. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the Proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed. Proposer must identify the landscaping that is anticipated to be disturbed as part of the Project and shall include in its bid costs to replace the same to its original condition at the conclusion of the Project. All other landscaping must be protected and replaced in the event of damage.

26. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

27. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the Proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this Proposal and the Proposer's authorized signature affixed to the Proposal attests to this.

28. PROTESTS. Any protest regarding the Project Manual, including but not limited to protests relating to the Proposal notice, the Proposal instructions, the Proposal forms, the contract form, the scope of work, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the first advertisement of this Request for Proposals or after prospective proposer picks up the proposal, whichever is later, and any protest relating to a decision regarding a contract award or rejection of Proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications, contract documents, or decision. Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager. All protests must be filed to: District Manager, Lynn Hayes at lhayes@rizzetta.com.

29. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Project Manual, a Proposal rejection, or a Proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a Proposal rejection or Proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District.

Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief. If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. An appeal of the District's final decision after a protest hearing may be appealed within thirty (30) days after the decision, provided however the District may proceed with the Project during resolution of any protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties. No proposer shall be entitled to recover any costs of Proposal preparation from the District, regardless of the outcome of any protest. Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager at the address noted above.

30. RESPONSIBLE VENDOR DETERMINATION. Proposer is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

31. ACKNOWLEDGMENTS. In addition to any other requirements set forth in the Project Manual, and with the signature on the Proposal Form, the Proposer acknowledges the following:

- A. All Proposals shall include completed copies of all other forms included within the Project Manual.
- B. The documents contained within the Project Manual, including the standard form of agreement, are complementary; what is called for by one is binding as if called for by all. If the Proposer finds a conflict, error or discrepancy in the Project Manual, he/she shall call it to the District's and/or the District's designees' attention in writing before proceeding with the work affected thereby.

- C. The Proposer is responsible for visually inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies that may affect the construction and its costs.
- D. The Proposer shall be responsible for coordinating the work necessary with all utility companies and other onsite Proposers or subcontractors performing work for the District.
- E. The Proposer shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances.
- F. If any are required, Proposer shall secure and pay for all fees associated with all necessary permits or approvals. Proposer is required to perform all testing and retesting, if necessary, and as required by state, county, and all other regulatory agencies prior to project acceptance.
- G. The Proposer shall complete the work herein defined and detailed in a professional and workmanlike manner typical of his industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
- H. Proposer shall be responsible for locating utilities, both aerial and underground, as required for the performance of the work. This shall also include the coordination of, safety and protection associated with all aerial and underground facilities related to the work.
- I. The Proposer will provide all surveying necessary for construction and certification.
- J. The Proposer shall specify subcontractors to be used for major work items prior to commencing the work – preferably in the Proposal.
- K. Receipt of all final approvals and operating permits from all applicable regulatory authorities is a requirement for final payment.
- L. All work provided for in the Project Manual, including but not limited to Contract Documents and Proposal Documents, as may be amended, shall be warranted from commencement of work until twenty-four (24) months after acceptance by all applicable regulatory authorities. Furthermore, the form of contract includes various warranties that shall be provided by the successful Proposer to the District. Among other requirements, any warranties provided by material suppliers must be assignable to the District. If an assignment of warranty requires

the material supplier to consent to same, then the selected Proposer agrees that it will secure the material supplier's consent to assign said warranties to the District. As part of its Proposal, each Proposer should provide copies of any major material warranties to the District (e.g., for sheet piling and other large purchases).

[End of Instructions to Proposers]

III. EVALUATION CRITERIA

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS POND EROSION REPAIR SERVICES

1. Personnel & Equipment (10 Points Possible) (____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (20 Points Possible) (____ Points Awarded)

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (10 Points Possible) (____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Schedule (10 Points Possible) (____ Points Awarded)

A full ten (10) points will be awarded to the Proposer submitting a Project schedule with the least amount of days until completion. All other proposers will receive a percentage of this

amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

6. Price (35 Points Possible) (____ Points Awarded)

A full twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 – 4 (the Contract Amount). All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

6. Reasonableness of ALL Numbers (10 Points Possible) (____ Points Awarded)

Up to ten (10) points will be awarded as to the reasonableness of ALL numbers, including but not limited to number of days to completion of the Project, quantities & costs provided, as well as unit costs from the additional schedules. Regarding reasonableness of schedule numbers, consideration will be given to proposers that indicate an ability to credibly complete the project by the proposed completion date(s) without a premium cost for accelerated work.

Proposer's Total Score (100 Points Possible) (____ Points Awarded)

Additional Information Regarding Evaluation

Once proposals are received, the District's Board of Supervisors will review each proposal and score each based on the evaluation criteria, information provided in response to reference checks, and any other information available to the District and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on _____, at _____ a.m./p.m., but the District reserves the right to reschedule any such meeting.

[End of Evaluation Criteria]

IV. SCOPE OF SERVICES

[ENGINEER INSERT HERE]

V. FORM OF AGREEMENT

AGREEMENT FOR EROSION REPAIR SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, by and between:

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

_____, a Florida _____, with an address of _____ (“**Contractor**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide the labor and materials necessary to provide erosion repair services for certain stormwater management ponds located within the boundaries of the District; and

WHEREAS, Contractor represents that it is licensed and qualified to provide the materials and perform the services as provided for herein and has agreed to provide the District with those materials and services; and

WHEREAS, Contractor represents that it has inspected the project site and has incorporate all site conditions into its proposal for services; and

WHEREAS, the District desires to enter into this Agreement to have Contractor provide the materials and perform the services as more particularly described herein.

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. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DUTIES

A. The Contractor agrees to provide the labor, materials, and services necessary for the provision of the erosion repair services described in the attached **Exhibit A**,

which is incorporated herein by reference (the “**Services**”). Prior to the start of Services, Contractor shall execute and file with the District the Trench Safety Compliance Statement attached hereto as **Exhibit B**.

- B.** Services shall commence upon execution of this Agreement and be completed within _____ (___) days of the Effective Date, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 4 herein.
- C.** This Agreement grants to Contractor the right to enter the District 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. To the extent the Services to be performed require access to private property located adjacent to the District lands, the Contractor acknowledges and agrees the District does not have the right to provide access to such private property and that it is the Contractor’s responsibility to seek approval of access from affected property owner(s) prior to start of any Services affecting such private property.
- 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 or his or her designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repairs for any damage resulting from Contractor’s activities and work within twenty-four (24) hours, and Contractor agrees to complete such repairs within a reasonable amount of time.
- 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.

- H. Prior to commencement of the Work, Contractor must identify the landscaping that is anticipated to be disturbed as part of the Project and, as part of the Work, shall replace the same to its original condition at the conclusion of the Project. All other landscaping must be protected and replaced in the event of damage.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A. In exchange for completing the Services, the District agrees to pay the Contractor a total amount of _____ Dollars (\$_____), _____ percent (____%) of which shall be for a deposit due upon execution of this Agreement by the Parties and the remaining due upon completion and acceptance of the Services by the District. This compensation includes all parts, permits, installation, materials, labor and all other costs necessary to complete the Services as described herein. Compensation under this Agreement shall be paid by the District to Contractor in accordance with the Local Government Prompt Payment Act, as set forth in Sections 218.70, *Florida Statutes*.
- 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.
- D. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of Services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement without additional compensation provided therefore.

SECTION 4. TERMINATION. The District agrees that the Contractor may terminate this Agreement immediately for cause by providing written notice of termination to the District, provided, however, the District shall be provided a reasonable opportunity to cure any failure under the Agreement. The Contractor shall provide thirty (30) days' written notice of termination without cause. 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 offsets the District may have against the Contractor ("**Post-Termination Payment**"), and the District shall be entitled to the return of any amounts paid to Contractor prior to the effective termination of this Agreement to the extent such exceeds the Post-Termination Payment amount.

SECTION 5. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, the Services, including without limitation services and materials provided by the Contractor pursuant to this Agreement, shall be warranted for workmanship for a period of two (2) years after final completion and acceptance by the District. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Warranty does not include the loss of material due to "acts of God" such as floods, hurricanes, or other catastrophic events, nor does it include loss due to theft, lack of adequate irrigation, vandalism, or negligence by others, or other factors outside the control of the Contractor.

Contractor hereby covenants to the District that it shall perform the Services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor agrees that the warranties and covenants provided herein may be assigned to the District upon conveyance of the constructed improvements to the District.

SECTION 6. 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 One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - a)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractor's operation, if any.
 - 3.** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000.00) per accident or disease.
 - 4.** Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000.00) 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 and the District's officers, supervisors, agents, and employees 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 coverages, 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. Contractor's Certificate of Insurance shall be attached to this Agreement as **Exhibit C** upon execution provided that it shall be attached prior to commencement of the Work.
- 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 7. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, professional staff, successors, assigns, members, affiliates, or

representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault.

- B. 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. Notwithstanding anything to the contrary in this Agreement, Contractor's liability to the indemnified parties pursuant to this Section 7 is limited to \$1,000,000 regardless of legal basis of recovery or type of claimed damages.
- C. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation and/or other expenses including but not limited to attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interest all as actually incurred by the District.

SECTION 8. 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 immediately upon the giving of notice of termination.

SECTION 9. 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 10. 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 law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 11. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

SECTION 12. 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 13. 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 14. 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 15. INDEPENDENT CONTRACTOR. 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. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

SECTION 18. 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 the District and Contractor.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 20. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the Parties, as follows:

A. 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 32301
Attn: District Counsel

B. If to the Contractor: _____

Attn: _____

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 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 in this Agreement.

SECTION 21. ENFORCEMENT OF AGREEMENT. In the event that either the District or 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 attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 22. 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 23. PUBLIC RECORDS. The 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 **Lynn Hayes** ("**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 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614, (813) 994-1001, LHAYES@RIZZETTA.COM.

SECTION 24. 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 25. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 26. NEGOTIATION AT ARM’S LENGTH. This Agreement has been negotiated fully between the Parties as an arm’s length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 27. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, *FLORIDA STATUTES*, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

SECTION 28. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

SECTION 29. COMPLIANCE WITH E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, 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 448.09(1), *Florida Statutes*. 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 30. 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 to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 31. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("**Public Integrity Laws**") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*;
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*; and
- F. Section 787.06, *Florida Statutes*, titled *Human Trafficking*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION 32. PAYMENT AND PERFORMANCE BONDS. Notwithstanding any other provision of the Agreement, before commencing the Work, and consistent with the requirements of Section 255.05 of the Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Pasco County, Florida, a payment and performance bond with a surety insurer authorized to do business in the state of Florida as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05 of the Florida Statutes. Such bond and/or security shall be for 100% of the Contract Sum and shall be in effect for a full year from the time of Final Completion. In addition, each bond shall be on a District-approved form and shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05 or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference

herein.” Such bond and/or security shall be attached to this Agreement as **Exhibit D** as soon as practicable but no later than prior to commencement of the Work.

SECTION 33. DIRECT PURCHASED MATERIALS. District represents to Contractor that District is a governmental entity exempt from Florida sales and use tax and will provide Contractor with a copy of its Consumer Exemption Certificate. At its sole discretion, and if it determines that it is in its best interests to do so, District may elect to implement a direct purchase arrangement whereby District will directly acquire certain materials (the “**Direct Purchase Materials**”) necessary for the completion of the Work directly from Contractor’s suppliers to take advantage of District’s tax-exempt status. Such direct purchase arrangement shall be in accordance with the District’s Procurement Procedures for District Purchased Material, which may be obtained upon request from the District’s Public Records Custodian (hereinafter defined).

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement to be effective on the day and year first written above.

Attest:

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Witness:

[CONTRACTOR]

Signature of Witness

By: _____

Print Name

Print Name: _____

Title: _____

- Exhibit A** Scope of Services
- Exhibit B** Trench Safety Compliance Affidavit
- Exhibit C** Contractor's Certificate of Insurance
- Exhibit D** Recorded Contractor's Payment and Performance Bond

[EXHIBITS TO FORM OF AGREEMENT INTENTIONALLY OMITTED FOR PURPOSES OF RFP]

VI. PROPOSAL FORMS

**PROPOSAL FORM
FOR
POND EROSION REPAIR SERVICES**

TO BE SUBMITTED TO:

DEL WEBB BEXLEY
COMMUNITY DEVELOPMENT DISTRICT
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
on or before _____, at _____ a.m./p.m.

TO: Del Webb Bexley Community Development District

FROM: _____
(Proposer)

In accordance with the Request for Proposals for Pond Erosion Repair Services for Del Webb Bexley Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

- Proposal Summary
- Part I – General Information
- Part II – Personnel and Equipment
- Part III – Experience
- Part IV – Pricing and Schedule Form
- Signature Page

**PROPOSAL FORM
PROPOSAL SUMMARY SHEET**

I, _____ REPRESENTING _____ Company
and/or Corporation ("Proposer"), agree to furnish the services required in the
scope/specifications at the following prices:

I. Contract Proposal Amount: \$ _____

II. Proposer Information

NAME OF PROPOSER: _____

ADDRESS: _____

PHONE: _____ FAX: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ___ No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability \$ _____
Automobile Liability \$ _____
Workers Compensation \$ _____
Expiration Date _____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Proposed Staffing Levels - staff will include the following:*

_____ Supervisors, who will be onsite ___ days per week;
_____ Project Managers, who will be onsite ___ days per week;
_____ Technical personnel, who will be onsite ___ days per ____; and
_____ Laborers, who will be onsite ___ days per week.

- *Officers, Supervisory Personnel and Project Managers – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers, Supervisory Personnel and Project Managers, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who are anticipated to provides services for the Project? Yes ___ No ___ If yes, please include such technical personnel's information with the pages that follow at the end of this Part regarding the Proposer's Officers, Supervisory Personnel and Project Managers.*
- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously?*
Yes ___ No ___
If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- *List the Proposer's total annual dollar value of erosion repair services work completed for each of the last three (3) years:*

2024 = _____

2023 = _____

2022 = _____

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. Attach additional sheets if necessary.*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project: _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project: _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project: _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project: _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any contract within the past 5 years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No ___*

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No ___

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts? Yes ___ No ___ If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes () No () If yes, provide the following:*

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer’s officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes () No () If yes, please explain:*

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer’s officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes () No () If yes, please explain:*

**PROPOSAL FORM
PART IV – PRICING AND SCHEDULE**

Please complete the below Pricing and Schedule Form. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, that make modifications to the Pricing Form, as it is deemed in the best interests of the District.

Summary of Costs

1. General Conditions	\$ _____
2. Demolition and/or Site Preparation	\$ _____
3. Pond Restoration and Stabilization	\$ _____
4. Outfall Construction with Discharge Pipe	\$ _____
5. Unclassified Items	\$ _____
Proposer to Supply Total:	\$ _____
Calendar Days to Complete	_____ Days

Bid Adds and Alternates

A1.	\$ _____
A2.	\$ _____
A3.	\$ _____
Change in Calendar Days to Complete (+ or -)	_____ Days

[End of Pricing and Schedule Form]

**PROPOSAL FORM
SIGNATURE PAGE**

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form on behalf of _____ (“Proposer”) and declare that I have read the foregoing Proposal Form and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____.

Proposer: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this ____ day of _____, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

VII. AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Del Webb Bexley Community Development District’s (“District”) request for Proposals for pond erosion repair services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the Proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or Proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the Proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the

Project Manual; (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the Proposal notice, Proposal instructions, the Proposal forms, the contract form, the scope of work, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of _____.

Proposer: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

VIII. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

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

Name of Proposer: _____

I am authorized to make this affidavit on behalf of my firm and its owner, directors, and officers. I state that:

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections (“Public Integrity Laws”):
 - a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
 - b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
 - c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
 - d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
 - e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District’s Request for Proposals for Pond Erosion Services Project (“Project”) and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

_____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

1. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
2. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
3. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
4. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
5. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
6. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from

submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.

4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Del Webb Bexley Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

Signature of Authorized Signatory of Proposer

Sworn before me on _____

Notary Public Signature

Notary Stamp

IX. TRENCH SAFETY COMPLIANCE AFFIDAVIT

INSTRUCTIONS

Because trench excavations on this project may exceed 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
_____ Dollars as further detailed in the cost breakdown which I have attached to this statement.
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____.

Contractor: _____

By: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, by _____ S/He [_____] is personally known to me or [_____] produced _____ as identification.

(Official Notary Seal)

Name: _____

Tab 2



ADVANCED AQUATIC SERVICES, Inc.
TRIPLOID GRASS CARP STOCKING PROPOSAL
Ponds: 2, 3, 5, 6, 9, 14, 17, 18, 19, 28, 34, 35, 39, 42

September 25, 2025

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

Item Description

Advanced Aquatic shall perform the work in accordance with the following scope of services:

Supply and deliver of 600 Triploid Grass Carp (8-10" in length) to the following pond locations: **Ponds: 2, 3, 5, 6, 9, 14, 17, 18, 19, 28, 34, 35, 39, and 42.**

Unit Cost: \$15.00 per fish

Total Cost to Client: not to exceed \$9,000.00

Note: The final number of Triploid Grass Carp to be supplied will be determined by a Florida Fish and Wildlife Conservation Commission (FWC) Biologist following the inspection of installed mitigation barriers.

- 1.) Advanced Aquatic Services, Inc. shall not be responsible for acts beyond its reasonable control, including but not limited to adverse soil and/or water quality, or negligence by others including inappropriate engineering or design.
- 2.) Advanced Aquatic, Services, Inc. shall not be responsible for any hydrologic issues related to the site/property.
- 3.) Pricing is subject to inventory availability.
- 4.) Invoices submitted for work completed shall be paid within 30 days of receipt. Should it become necessary of AAS, INC. to bring action for collection of monies due and owing under the Agreement. CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by AAS, INC. resulting from such collection action. Palm Beach County shall be the venue for any dispute arising under this agreement.
- 5.) Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
- 6.) This proposal shall be valid for 30 days upon receipt.

Signature: *J.M. Permett* Title: Chair

Print Name: C.M. Permett Date: 10/15/2025

www.AdvancedAquatic.com
lakes@advancedaquatic.com

292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621

Tab 3

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE PASCO COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the 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 County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Pasco County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

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

1. **GENERAL ELECTION SEATS.** Seat 1, currently held by Thomas Eurell, and Seat 2, currently held by Dennis Bauld, are scheduled for the General Election beginning in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Pasco County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **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.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 19th day of November 2025.

**DEL WEBB BEXLEY COMMUNITY
DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

ATTEST:

Secretary / Assistant Secretary

Tab 4



Del Webb Community Development District

Waterway Inspection Report

Reason for Inspection:

Quality Assurance

Inspection Date:

10/29/2025

Prepared for:

Del Webb

Community Development District

Prepared by:

Jacob Adams- Project Manager & Biologist
Doug Agnew- Senior Environmental Consultant

www.AdvancedAquatic.com
lakes@advancedaquatic.com

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

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Site Map 31

Site Assessments

Pond 1

Comments:

Pond 1 looks great.

Shoreline weeds and Torpedograss grass were previously targeted for treatment and positive results were seen. No issues were observed with algae, submersed weeds, or shoreline weeds.

The fountain was not running at the time of this inspection.



Pond 2

Comments:

Pond 2 looks good. This is one of the ponds recommended for stocking of the Triploid Grass Carp.

Previous treatments for algae and submersed weeds have slowed and controlled the amount of new growth observed on this pond. No issues were observed with algae, submersed weeds, or shoreline weeds. Pond 2 has seen a vast improvement of the past couple of months. Both fountains were running.



Site Assessments

Pond 3

Comments:

Normal growth was observed. A moderate amount of the submersed weed Slender Spike Rush was observed on pond 3 around the shoreline perimeter. This will be targeted during the upcoming visits. No issues were observed with algae or shoreline weeds.

This is one of the ponds recommended for stocking of the Triploid Grass Carp.



Pond 4

Comments:

Pond 4 looks good.

This pond was previously treated for a minor new growth of algae. The treatments have shown positive results in the reduction of algae. No issues were observed with algae, submersed weeds, or shoreline weeds. The pond's water level is low.



Site Assessments

Pond 5

Comments:

Normal growth was observed. A moderate amount of algae and Slender Spike Rush growth was observed on pond 5. These will be targeted for treatment during the upcoming visits. No issues were observed with shoreline weeds and the pond's water level is low.



This is one of the ponds recommended for stocking of the Triploid Grass Carp.

Pond 6

Comments:

Pond 6 looks good.

A trace-moderate amount of Slender Spike Rush growth was observed. This minimal amount can be expected for time to time. The Slender Spike Rush will be targeted for treatment during the upcoming visits. No issues were observed with algae or shoreline weeds. This is one of the ponds recommended for stocking of the Triploid Grass Carp. The fountain was running.



Site Assessments

Pond 7

Comments:

Pond 7 looks good.

Algae and Slender Spike Rush were treated previously and positive results have been seen. No issues with algae, submersed weeds, or shoreline weeds were observed. A minor amount of decaying Slender Spike Rush was observed. Blue dye was applied to aid in keeping new algae growth minimal.



Pond 8

Comments:

Pond 8 looks good.

Previous algae treatments have shown positive results in reducing the algae present and minimizing new growth. No issues were observed with algae, submersed weeds, or shoreline weeds. Blue dye was applied to aid in keeping new algae growth minimal.

Fountain was operational.



Site Assessments

Pond 9

Comments:

Normal growth observed.

A minor-moderate amount of Slender Spike Rush was observed around the shoreline perimeter and on the exposed bank and just below the water surface. This will be targeted for treatment during the upcoming visits. A few small erosion spots were observed. No issues were observed with algae or shoreline weeds.

This is one of the ponds recommended



Pond 10

Comments:

Pond 10 looks good.

The water level has dropped and is below a normal level. No issues were observed with algae, submersed weeds, or shoreline weeds. Some undermining on concrete apron was observed. Recommend addressing this issue promptly with CDD Engineer since this sites water level fluctuates it could exaggerate this issue quickly.



Site Assessments

Pond 11

Comments:

Pond 11 looks good.

Previous treatments targeting minimal amounts of algae and shoreline weeds have shown positive results. No issues were observed with algae, submersed weeds, or shoreline weeds. A few small erosion spots were observed around the perimeter.



Pond 12

Comments:

Pond 12 is dry currently.

The water feature adjacent to this pond is being cleaned. While being cleaned out all of the Invasive Watermeal is being dumping into this pond as well as pond 3. Sediment and dirt was also being removed from the water feature and being disposed of into this pond. The small area where pond 11 connects to pond 3 has a washout area from when the water feature was pumped out and into these two sites.



Site Assessments

Pond 13

Comments:

Pond 13 looks good.

Algae was previously treated on this pond and positive results were seen. No issues were observed with algae, submersed weeds, or shoreline weeds. The water level is currently low and there are some small erosion spots.



Pond 14

Comments:

Pond 14 looks good.

This pond continues to look good after the previous submersed weed and algae treatments. No significant issues were observed with algae, submersed weeds, or shoreline weeds. The shoreline weeds were also treated previously and positive results were seen. Some erosion areas are present. This is one of the ponds recommended for stocking of the Triploid Grass Carp.



Site Assessments

Pond 15

Comments:

Pond 15 looks good.

Pond 15 has continued to look good after previous shoreline weed treatments. No issues were observed with algae, submersed weeds, or shoreline weeds. The pond's water level is low.



Pond 16

Comments:

Pond 16 looks good.

Previous treatments have targeted shoreline weed growth. No issues were observed with algae, submersed weeds, or shoreline weeds. The ponds water level has continued to drop and is low.



Site Assessments

Pond 17

Comments:

Normal growth observed. A minimal-moderate amount of Slender Spike Rush was observed. This new growth will be targeted for treatment during the upcoming visits. The minimal amount of Slender Spike Rush on the exposed bank was previously treated and positive results were seen. No issues were observed with algae or shoreline weeds. This is one of the ponds recommended for stocking of the Triploid Grass Carp.



Pond 18

Comments:

Pond 18 looks good overall.

A minor-moderate amount of Slender Spike Rush was observed and will be targeted for treatment during the upcoming visits. No issues were observed with shoreline weeds or algae. This is one of the ponds recommended for stocking of the Triploid Grass Carp.



A small erosion area was observed.

Site Assessments

Pond 19

Comments:

Pond 19 looks good. Previous treatments have targeted algae and Slender Spike Rush. These treatments have shown positive results in their reduction with a trace amount remaining. The remaining amount is also being treated and is decaying. No other issues were observed. This is one of the ponds recommended for stocking of the Triploid Grass Carp.



The fountain was operational.

Pond 20

Comments:

Pond 20 looks good.

This pond was previously treated for algae growth and positive results from treatment were seen. No issues were observed with algae, submersed weeds, or shoreline weeds. The water level is currently low.



Site Assessments

Pond 21

Comments:

Pond 21 looks good.

Planktonic algae was targeted for treatment previously and has been fully reduced. No issues were observed with algae, submersed weeds, or shoreline weeds. A few small erosion areas are present.



Pond 22

Comments:

Normal growth observed.

A minor amount of algae and Slender Spike Rush growth was observed on this pond. This new growth will be targeted for treatment during the upcoming visits. No issues were observed with shoreline weeds. The water level is currently low.



Site Assessments

Pond 23

Comments:

Treatment in progress.
Slender Spike Rush growth was targeted for treatment previously and positive signs of treatment were observed. The Slender Spike Rush is in a state of decomposition and a reduction will continue to be seen as it continues to breakdown. No issues with algae or shoreline weeds were observed.



Pond 24

Comments:

Pond 24 looks good.

Previously the pond was treated for algae and blue dye was added to aid in minimizing algae growth. This pond has remained algae free since those treatments and looks good. No issues were observed with algae, submersed weeds, or shoreline weeds. The water level is currently low.



Site Assessments

Pond 25

Comments:

Pond 25 looks good.

During today's inspection no issues were observed with algae, submersed weeds, or shoreline weeds. This pond has continued to look good. Shoreline weeds were previously treated and positive results were seen.



Pond 26

Comments:

Normal growth observed.

The previous treatments for algae and Slender Spike Rush have shown a reduction in their growth and only a trace amount remain. The remainder will be targeted for treatment during the upcoming visits. No issues were observed with shoreline weeds.



Site Assessments

Pond 27

Comments:

Pond 27 looks good.

Previous shoreline weed treatments were performed and positive results were observed. The water level has dropped slightly below a normal level. No issues were observed with algae, submersed weeds, or shoreline weeds.



Pond 28

Comments:

Pond 28 looks great.

Shoreline weeds and Slender Spike Rush were previously treated and positive results were seen. No other issues were observed with algae, submersed weeds, or shoreline weeds. The water level has remained at a normal level.

This is one of the ponds recommended for stocking of the Triploid Grass Carp.



Fountain is operational.

Site Assessments

Pond 29

Comments:

Pond 29 looks good.

Algae treatments were previously performed on this pond and have shown a reduction in new algae growth. No issues were observed with algae, submersed weeds, or shoreline weeds. Blue dye was previously applied to aid in minimizing new algae growth.



Pond 30

Comments:

Pond 30 looks great.

Previously treated algae, submersed weeds, and shoreline weeds have all continued to show positive results. No issues were observed with algae, submersed weeds or shoreline weeds. The water level has continued to drop below a normal level.



Site Assessments

Pond 31

Comments:

Pond 31 looks good.

The water level is low. Shoreline weeds were previously treated on this pond and positive results were seen. No issues were observed with algae, submersed weeds, or shoreline weeds.



Pond 32

Comments:

Pond 32 looks good.

The water level on pond 32 has continued to drop, in comparison to last month's visit. Shoreline weeds were previously treated and positive results were seen. No issues were observed with algae, submersed weeds, or shoreline weeds. Some small erosion areas were observed along the shoreline perimeter.



Site Assessments

Pond 33

Comments:

Pond 33 looks good.

No issues were observed with algae, submersed weeds, or shoreline weeds. The water level has dropped and is below normal. Shoreline weed treatments were previously performed and positive results were seen. Some small erosion areas were observed.



Pond 34

Comments:

Pond 34 looks good.

Only one very small patch of algae was observed on this pond. This will be targeted for treatment. Shoreline weeds were targeted for treatment previously and positive results were seen. Minor amounts of submersed and shoreline weeds observed.



This is one of the ponds recommended for stocking of the Triploid Grass Carp.

Site Assessments

Pond 35

Comments:

Pond 35 looks good. Shoreline weeds were previously treated and have shown positive results. No other significant issues were observed with algae, submersed weeds, or shoreline weeds. The water level is low. A couple small erosion areas were present.



This is one of the ponds recommended for stocking of the Triploid Grass Carp.

Pond 36

Comments:

Normal growth observed.

A very minimal amount of Planktonic algae was observed on this site. This new growth will be targeted for treatment during the upcoming visits. No issues were observed with submersed weeds or shoreline weeds.



Site Assessments

Pond 37

Comments:

Pond 37 looks good. No issues were observed with algae, submersed weeds, or shoreline weeds. Shoreline weeds were previously treated and have shown positive results. The undermining of the concrete inflow pipe on this pond still persists. Recommend repairing soon as this is a heavy structure and could be damaged if the undermining continues.



Pond 38

Comments:

Pond 38 looks good. No issues were currently observed with algae, submersed weeds, or shoreline weeds. This pond has continued to function as designed.



Site Assessments

Pond 39

Comments:

Pond 39 looks great. Shoreline and submersed weeds were previously treated on this pond and the treatments have shown positive results. No other significant issues were observed with algae, submersed weeds, or shoreline weeds. Some small erosion areas are present.

This is one of the ponds recommended for stocking of the Triploid Grass Carp.



Pond 40

Comments:

Pond 40 looks good.

This pond continues to look good. The water level is low. Shoreline weeds were previously targeted for treatment and positive results were seen. No issues were observed with algae, submersed weeds, or shoreline weeds.



Site Assessments

Pond 41

Comments:

Pond 41 looks good.

The wetland buffer side of the pond shoreline shows positive results from a shoreline weed treatment including Torpedograss. This pond continues to look good. The water level is slightly below normal level. No issues were observed with algae, submersed weed, or shoreline weeds. Some small erosion areas are present.



Pond 42

Comments:

Pond 42 looks good.

The minimal, remaining amount of Slender Spike Rush was previously targeted for treatment and has been reduced. No other issues were observed with algae, submersed weeds, or shoreline weeds. Some small erosion areas are present.



This is one of the ponds recommended for stocking of the Triploid Grass Carp.

Site Assessments

Pond 43

Comments:

Pond 43 looks good.

This pond continues to look good. The water level has continued to drop. No issues were observed with algae, submersed weeds, or shoreline weeds. Shoreline weeds were previously treated and positive results were observed.



Pond 44

Comments:

Pond 44 looks good.

This pond has continued to look good after previous algae treatments have fully reduced the algae that was present before. No issues were observed with algae, submersed weeds, or shoreline weeds. The water level is slightly below a normal level.



Site Assessments

Sump 1

Comments:

This site looks good.

This site is nearly dry. Algae was previously treated and positive results were observed. Water is free to flow in and out as needed.



Sump 2

Comments:

This site looks good.

This site is dry. Water is free to flow in and out as needed. No issues were observed.



Site Assessments

Sump 3

Comments:

Site looks good.

No issues were currently observed and water is free to flow in and out as needed. Water level is low.



Sump 4

Comments:

Site looks good.

No issues were currently observed and water is free to flow in and out as needed. Water level is low.



Site Assessments

Sump 5

Comments:



Sump 6

Comments:



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Site Assessments

Sump 7

Comments:

Site looks good.

No issues were currently observed and water is free to flow in and out as needed



Sump 8

Comments:

Normal growth was observed.

A minor amount of a Planktonic algae film was observed on this site. This new growth will be targeted for treatment. Water is free to flow in and out as needed.



Site Assessments

Sump 9

Comments:

Normal growth was observed.

A minor amount of a Planktonic algae film was observed on this site. This new growth will be targeted for treatment. Water is free to flow in and out as needed.



Sump 10

Comments:

Normal growth was observed.

A minor amount of a Planktonic algae film was observed on this site. This new growth will be targeted for treatment. Water is free to flow in and out as needed.



Site Assessments

Sump 11

Comments:

Site looks good.

No issues were currently observed and water is free to flow in and out as needed. Water level is low.



Sump 12

Comments:




Site looks good.

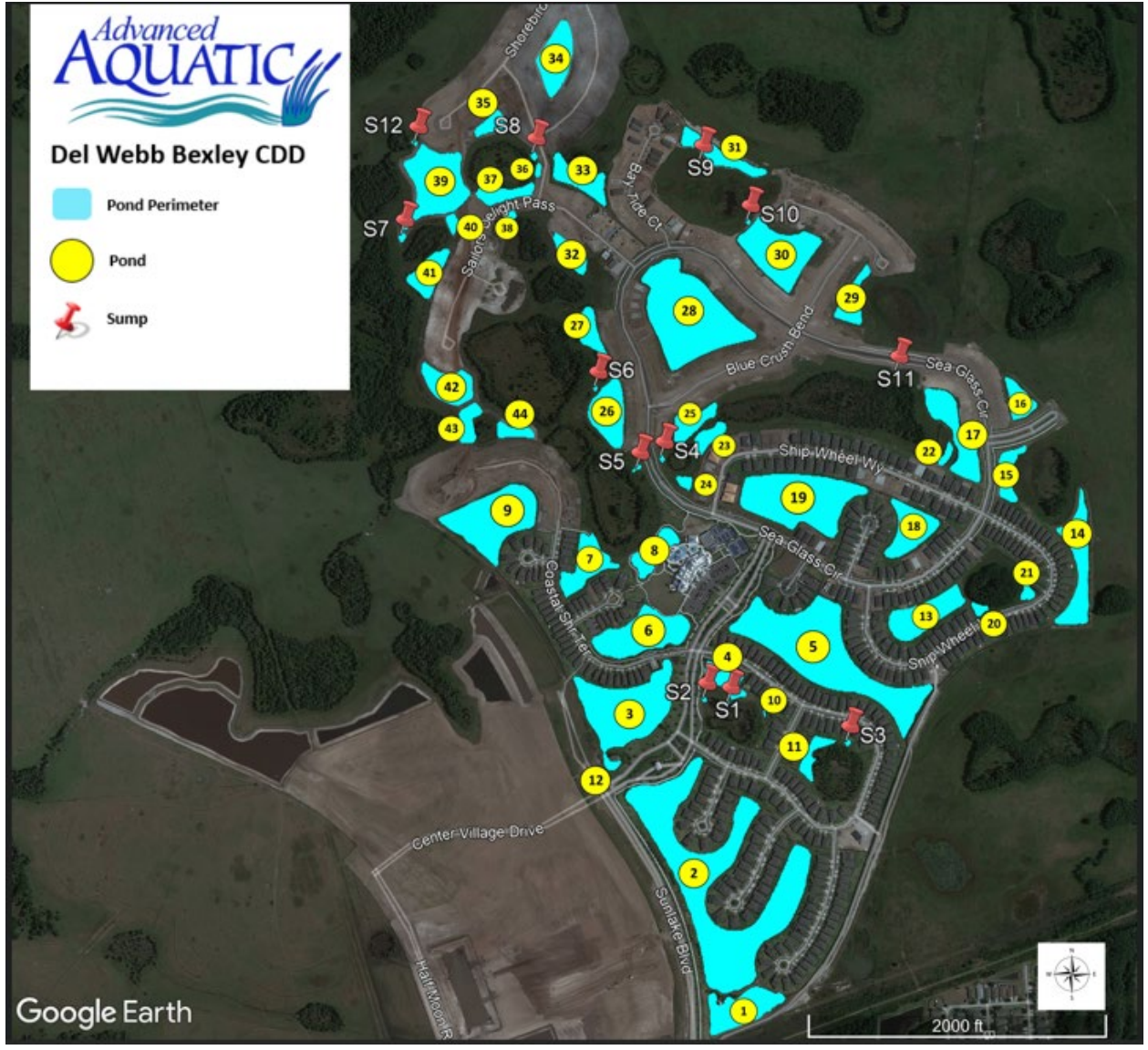
No issues were currently observed and water is free to flow in and out as needed. Water level is low.





Del Webb Bexley CDD

-  Pond Perimeter
-  Pond
-  Sump



Google Earth

2000 ft



**Del Webb Bexley CDD Monthly Lakes Report For
October 2025**

	10/8/25				10/15/2025				10/22/2025				10/29/2025				KEY
	A.T.	B.G.	S.A.	F.A.	A.T.	B.G.	S.A.	F.A.	A.T.	B.G.	S.A.	F.A.	A.T.	B.G.	S.A.	F.A.	
Pond 1		X	X											X			
Pond 2		X	X											X			
Pond 3	X	X	X											X			
Pond 4	X	X															
Pond 5									X								
Pond 6		X	X														
Pond 7	X	X				X	X	X					X	X	X		
Pond 8		X															
Pond 9	X	X												X			
Pond 10	X	X															
Pond 11	X	X															
Pond 12		X		X		X		X						X			
Pond 13	X	X															
Pond 14		X															
Pond 15	X	X															
Pond 16		X				X											
Pond 17	X	X				X							X	X	X		
Pond 18						X			X	X	X						
Pond 19										X	X						
Pond 20		X			X	X											
Pond 21						X											
Pond 22						X							X	X			
Pond 23					X	X	X	X									
Pond 24						X	X										
Pond 25						X											
Pond 26						X			X	X	X						
Pond 27						X				X	X						
Pond 28									X	X			X				
Pond 29					X	X				X	X		X				
Pond 30						X											
Pond 31						X											
Pond 32					X	X											
Pond 33						X							X	X	X		
Pond 34						X			X	X	X						
Pond 35					X	X											
Pond 36					X	X							X				
Pond 37						X							X	X	X		
Pond 38						X											
Pond 39						X											
Pond 40					X	X											
Pond 41						X							X	X	X		
Pond 42					X	X											
Pond 43					X	X											
Pond 44						X											
Sump 1										X							
Sump 2										X							
Sump 3									X	X							
Sump 4						X				X							
Sump 5						X											
Sump 6						X											
Sump 7						X											
Sump 8						X							X	X			
Sump 9						X											
Sump 10						X											
Sump 11						X											
Sump 12						X											

Algae Treatment = A.T.
 Border Grasses = B.G.
 Submersed Aquatics = S.A.
 Floating Aquatics = F.A.

Tab 5



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Regular Meeting:** December 17, 2025 @ 4:00 PM

**District
Manager's
Report**

November 19

2025

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<u>FINANCIAL SUMMARY</u>	<u>9/30/2025</u>
General Fund Cash & Investment Balance:	\$200,581
Reserve Fund Cash & Investment Balance:	\$76,029
Debt Service Fund Investment Balance:	\$707,186
Total Cash and Investment Balances:	\$983,796
General Fund Expense Variance: \$123,969	Under Budget

Tab 6

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, October 15, 2025, at 1:00 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
Thomas Eurell	Board Supervisor, Asst. Secretary
Mario Delgado	Board Supervisor, Asst. Secretary
Gerry Fezzuoglio	Board Supervisor, Asst. Secretary

Also present were:

Lynn Hayes	District Manager, Rizzetta & Co., Inc.
Ryan Dugan	District Counsel, Kutak Rock (Via Phone)
Stephen Brletic	District Engineer, BDI Engineering
Doug Agnew	Representative, Advanced Aquatics

Audience	Present	Font Size
----------	---------	-----------

FIRST ORDER OF BUSINESS

Call to Order

Mr. Hayes called the meeting to order, conducted roll call, and verified that a quorum was present. The meeting commenced at 1:00 p.m.

SECOND ORDER OF BUSINESS

Audience Comments

Audience members addressed the Board stating they looked at and liked the pond 17 prototype, had concerns about the pond 2 erosion and about collaboration between the Homeowners Association and Del Webb Bexley Community Development District and discussed the ownership map for wetland buffers.

THIRD ORDER OF BUSINESS

**Ratification of EGIS Renewal
Proposals 2025-2026**

On a motion from Mr. Delgado, seconded by Mr. Eurell, with all in favor, the Board of Supervisors, ratified the EGIS Renewal FY 2025-2026 renewal proposal for the Del Webb Bexley Community Development District.
--

48
49 **FOURTH ORDER OF BUSINESS**

Staff Reports

50
51 **A. Aquatics Update**

52 Mr. Agnew presented his report to the Board of Supervisors. Mr. Agnew stated that
53 Advanced Aquatics will conduct and provide monthly picture reports at no additional
54 charge for every pond and sump moving forward.
55

On a motion from Mr. McDermott and seconded by Mr. Eurell, with all in favor, the Board of Supervisors, approved the Advanced Aquatic Environmental Services Renewal Agreement of \$4,324 after District Counsel has prepared the final form agreement and authorize the Chair to execute the agreement, for the Del Webb Bexley Community Development District.

56
57
58 The aquatic vendor reviewed the Advanced Aquatic Triploid Grass Carp
59 Mitigation Barrier proposal with the Board Supervisors. The aquatic vendor
60 stated that the barriers would be installed before Thanksgiving Day, and we
61 should be able to get permit approval by early January 2026 and stocked by
62 March 1, 2026.
63

On a motion from Mr. Eurell, seconded by Mr. Fezzuoglio, with all in favor, the Board of Supervisors, approved the Advanced Aquatic Triploid Grass Carp Mitigation Barrier proposal of \$2,925 (for the Del Webb Bexley Community Development District.)

64
65
On a motion from Mr. Delgado, seconded by Mr. Bauld, with all in favor, the Board of Supervisors, approved the Advanced Aquatic Triploid Grass Carp Stocking Barrier Proposal with a not to exceed amount of \$9,000 for the Del Webb Bexley Community Development District.

66
67
68 **B. District Counsel**

69 Mr. Dugan provided the Board of Supervisors with an update on the Bud Bexley
70 Parkway Road extension and stated there will be no initial impacts to the Del Webb
71 Bexley Community Development District ponds or property. Mr. Dugan will continue
72 to provide updates to the Board on this Pasco County project. District Counsel
73 provided an update on communication with the developer regarding pond 2 erosion
74 issues since the dewatering of this pond to replace a mitered end. Neither District
75 Counsel nor the District Manager have received a response from the developer
76 Pulte from emails and documents sent to them. The Board requested that the
77 District Manager prepare and provide a certified letter to the developer Pulte to
78 request a response to the emails and documents sent to them.
79

80 **C. District Engineer**

81 Mr. Brletic provided the Board of Supervisors with a current update on pond 2
82 erosion. The District Engineer, Mr. Brletic will inspect pond 2 in the first week of
83 November and provide the scope of work for the Request for Proposal for the
84 pond 2 repairs project and proposals. The Board of Supervisors requested that

85 District Counsel provide the standard Request for Proposal documents to the
86 District Manager as soon as possible.

87
88 Mr. Brletic presented the Del Webb Bexley Community Development District
89 ownership map for wetland buffers to the Board of Supervisors. The Board of
90 Supervisors requested that Mr. Brletic add the wetland, pond numbers and only
91 pond easements to the Homeowners Association and Del Webb Bexley
92 Community Development District ownership map for wetland buffers.

93
94 On a motion from Mr. Eurell, seconded by Mr. McDermott, with all in favor, the Board of
95 Supervisors, authorized Board Supervisor Gerry Fazzuoglio to work with the District
96 Engineer on the Request for Proposal for pond 2 repairs.

97
98 On a motion from Mr. Eurell, seconded by Mr. McDermott, with all in favor, the Board of
99 Supervisors, authorized District Counsel to prepare and provide the Request for
100 Proposal package with evaluation criteria and advertisements for the pond 2 repairs
101 project to the District Manager to include in the November 19, 2025 Del Webb Bexley
102 Community Development District final agenda package.

103
104 **D. District Manager**

105 Mr. Hayes presented his report. Mr. Hayes reminded the Board that the next regular
106 meeting will be November 19, 2025, at 1:00 p.m.-Mr. Hayes informed the Board of
107 Supervisors that we received the 3rd quarter website site compliance report, and the
108 district passed all ADA Website Accessibility and Florida Statutes 189.069
109 requirements.

110
111 **FIFTH ORDER OF BUSINESS**

112 **Consideration of the Minutes of**
113 **the Board of Supervisors Meeting**
114 **held on August 20, 2025**

On a motion from Mr. McDermott, seconded by Mr. Bauld, with all in favor, the Board of Supervisors approved the August 20, 2025 Meeting Minutes as presented for the Del Webb Bexley Community Development District.

115
116 **SIXTH ORDER OF BUSINESS**

117 **Ratification Operation & Maintenance**
118 **Expenditures for August 2025**

On a motion from Mr. McDermott, seconded by Mr. Bauld, the Board ratified the (\$11,161.56) August 2025 Operation & Maintenance Expenditures, for the Del Webb Bexley Community Development District.

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SEVENTH ORDER OF BUSINESS

Supervisor Requests

Mr. Eurell requested that the District Manager add pond maps provided by him to the Del Webb Bexley Community Development District website.

The Board requested that the District Manager work with Board Supervisor Thomas Eurell to provide a letter with updates on the pond 17 prototype and request the Homeowners Association send an email blast out to the community.

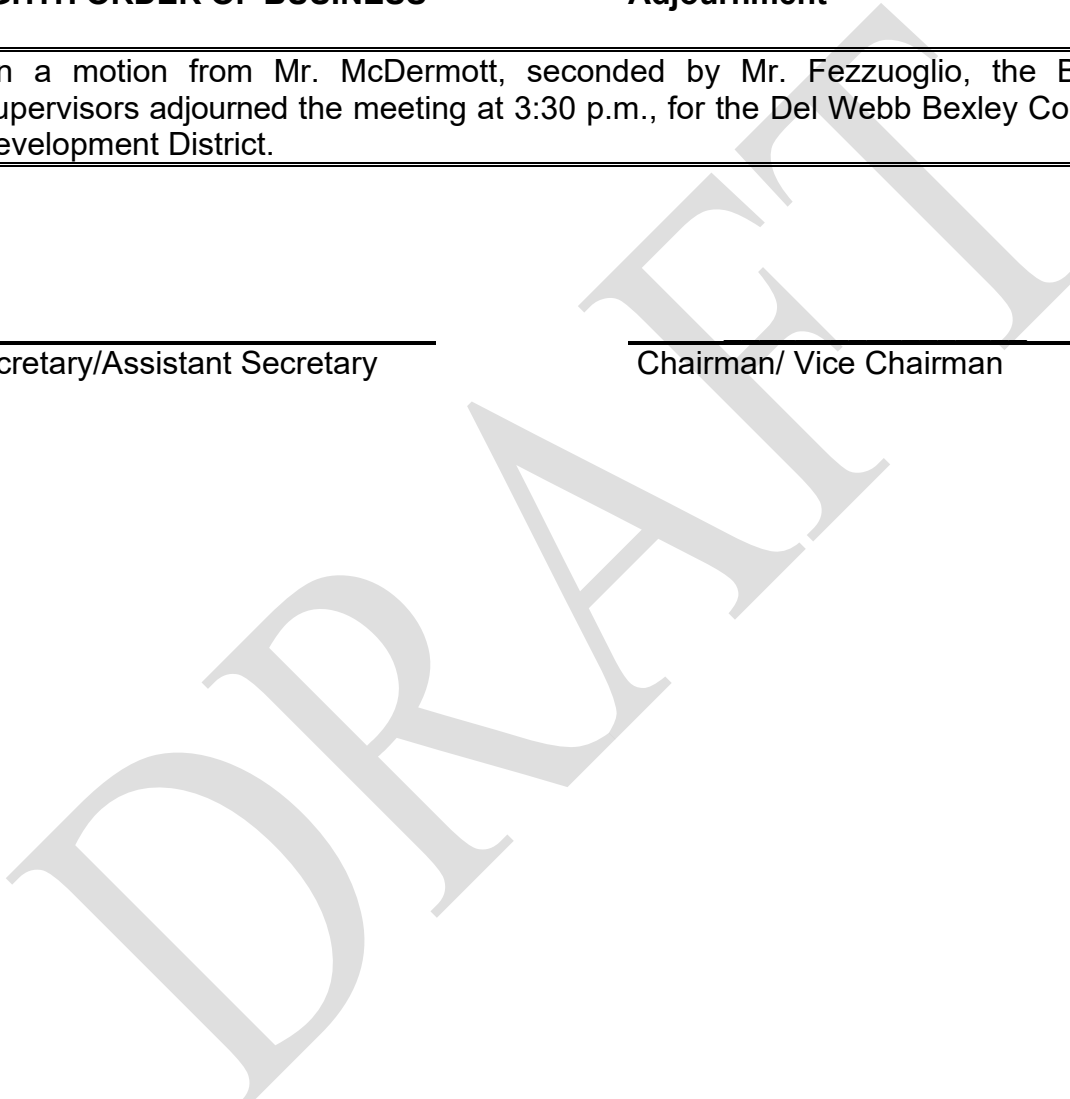
EIGHTH ORDER OF BUSINESS

Adjournment

On a motion from Mr. McDermott, seconded by Mr. Fezzuoglio, the Board of Supervisors adjourned the meeting at 3:30 p.m., for the Del Webb Bexley Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman



Tab 7

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida · (813) 933-5571
Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614
www.delwebbbexleycdd.org

Operation and Maintenance Expenditures September 2025 For Board Approval

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

The total items being presented: **\$20,131.25**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Del Webb Bexley Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2025 Through September 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Advanced Aquatic Services, Inc.	100104	10560395	Monthly Lake Maintenance 09/25	\$ 3,760.00
Brletic Dvorak, Inc.	100107	2113	Engineering Services 08/25	\$ 2,975.00
Egis Insurance Advisors, LLC	100108	28965	Renewal Policy 100125333 10/01/25-10/01/26	\$ 6,964.00
Fountain Design Group, Inc.	100109	37109A	Quarterly Fountain Cleaning 09/25	\$ 460.00
Kutak Rock, LLP	100110	3613926	Legal Services 07/25	\$ 366.00
Rizzetta & Company, Inc.	100105	INV0000102228	District Management Fees 09/25	\$ 4,783.75
Rizzetta & Company, Inc.	100106	INV0000102372	Bond Amortization Schedules 08/25	\$ 600.00
The Observer Group, Inc.	100111	25-01904P	Legal Advertising 09/25	\$ 85.31
The Observer Group, Inc.	100113	25-02082P	Legal Advertising 09/25	\$ 54.69
VGlobal Tech	100112	7629	ADA Website Maintenance 09/25	<u>\$ 82.50</u>
Report Total				<u><u>\$ 20,131.25</u></u>

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

9/1/2025
10560395
\$3,760.00

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
10/1/2025

Monthly Lake Maintenance.
***THE INVOICE DATE ABOVE INDICATES MONTH SERVICES WILL BE
PERFORMED***

3,760.00

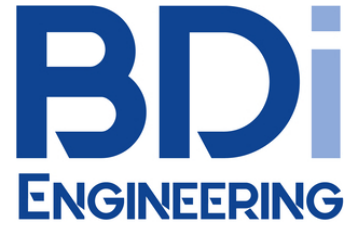
Advanced Aquatic Services Inc.
292 South Military Trail
Deerfield Beach, FL 33442
954-596-2127

RECEIVED
08-20-2025

\$3,760.00

Brletic Dvorak Inc

536 4th Ave South Unit 4
Saint Petersburg, FL 33701 US
(813) 361-1466
sbrletic@bdiengineers.com



INVOICE

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

INVOICE 2113
DATE 08/28/2025
TERMS Net 30
DUE DATE 09/27/2025

PROJECT NAME
Del Webb Bexley CDD

	DESCRIPTION	QTY	RATE	AMOUNT
Inspector	[August 04]	7:00	80.00	560.00
Project Manager	[August 04 - August 28]	11:30	210.00	2,415.00

BALANCE DUE **\$2,975.00**

Pay invoice





INVOICE

Customer	Del Webb Bexley Community Development District
Acct #	775
Date	08/28/2025
Customer Service	Yvette Nunez
	1 of 1

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

Payment Information	
Invoice Summary	\$ 6,964.00
Payment Amount	\$6,964.00
Payment for:	Invoice#28965
	100125333

Thank You

Please detach and return with payment



Customer: Del Webb Bexley Community Development District

Invoice	Effective	Transaction	Description	Amount
28965	10/01/2025	Renew policy	Policy #100125333 10/01/2025-10/01/2026 Florida Insurance Alliance Package - Renew policy Due Date: 8/28/2025	6,964.00

Please Remit Payment To:
 Egis Insurance and Risk Advisors
 P.O. Box 748555

RECEIVED
 08-29-2025

Total	
\$	6,964.00

Thank You

Remit Payment To: Egis Insurance Advisors	(321)233-9939	Date
P.O. Box 748555	accounting@egisadvisors.com	08/28/2025
Atlanta, GA 30374-8555		

FOUNTAIN DESIGN GROUP, INC.

DBA CASCADE FOUNTAINS

7628 NW 6TH AVENUE
BOCA RATON, FL 33487
561-994-3939

Invoice

Date	Invoice #
9/8/2025	37109A

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

P.O. No.	Terms	Rep	Ship Date	Ship Via	FOB	Project
	Due on receipt	SC	9/8/2025		TW	

Qty	Description	Rate	Amount
	SEPTEMBER-NOVEMBER QUARTERLY CLEANING OF SEVEN FOUNTAINS SERVICE	460.00	460.00
	SALES TAX	7.00%	0.00

RECEIVED
09-09-2025

Balance Due	\$460.00
--------------------	----------

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

August 30, 2025

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

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

Invoice No. 3613926
6223-1

Re: General Counsel

For Professional Legal Services Rendered

07/02/25	R. Dugan	0.30	91.50	Conference and correspondence regarding pond 2 erosion damage
07/25/25	R. Dugan	0.10	30.50	Correspondence regarding mailed assessment notice affidavit
07/28/25	R. Dugan	0.30	91.50	Review pond 2 stormwater report; correspondence regarding same
07/30/25	R. Dugan	0.50	152.50	Conference with district staff and chair regarding pond 2 erosion

TOTAL HOURS 1.20

TOTAL FOR SERVICES RENDERED \$366.00

TOTAL CURRENT AMOUNT DUE \$366.00

RECEIVED
09-02-2025

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

Invoice

Date	Invoice #
9/2/2025	INV0000102228

Bill To:

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

Services for the month of	Terms	Client Number
September	Upon Receipt	00178

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,660.08	\$1,660.08
Administrative Services	1.00	\$419.50	\$419.50
Dissemination Services	1.00	\$416.67	\$416.67
Financial & Revenue Collections	1.00	\$331.08	\$331.08
Management Services	1.00	\$1,856.42	\$1,856.42
Website Compliance & Management	1.00	\$100.00	\$100.00

RECEIVED
 08-28-2025

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

Invoice

Date	Invoice #
8/29/2025	INV0000102372

Bill To:

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

Services for the month of	Terms	Client Number
August	Upon Receipt	00178

Description	Qty	Rate	Amount
Bond Amortization Schedules	1.00	\$600.00	\$600.00
51300-4902			

RECEIVED
 08-29-2025

Subtotal	\$600.00
Total	\$600.00

Business Observer

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

INVOICE

Legal Advertising

Invoice # 25-01904P

Date 09/12/2025

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 # 25-01904P Notice of Public Meeting Dates RE: Fiscal Year 2025-2026 Published: 9/12/2025	\$85.31

Important Message		Paid
Please include our Serial # on your check	Pay by credit card online: https://legals. businessobserverfl. com/send-payment/	()
		Total \$85.31

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

RECEIVED
09-11-2025

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

INVOICE

Legal Advertising

NOTICE OF PUBLIC MEETING DATES

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of Del Webb Bexley Community Development District will hold their regular monthly meetings for Fiscal Year 2025/2026:

October 15, 2025
November 19, 2025
December 17, 2025 *
January 21, 2026
February 18, 2026 *
March 18, 2026(Budget Workshop)
April 15, 2026 *
May 20, 2026
June 17, 2026
July 15, 2026
August 19, 2026
September 16, 2026 *

The meetings will convene at 1:00 p.m. (with the exception of December, February, April and September will be held at 4:00 p.m.) at the Del Webb Bexley Clubhouse, located at 19265 Del Webb Boulevard, Land O' Lakes, Florida 34638.

The meetings will be open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. Any meeting may be continued in progress without additional published notice to a time, date and location to be stated on the record at the meeting.

A copy of the agenda may be obtained at the offices of the District Manager, Rizzetta & Company, Inc., located at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, (813) 994-1001, during normal business hours. There may be occasions when one or more Supervisors will participate by telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Manager at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or 1-(800) 955-8770, who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting 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.

Lynn Hayes
District Manager
September 12, 2025

25-01904P

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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Business Observer

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

INVOICE

Legal Advertising

Invoice # 25-02082P

Date 09/26/2025

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 # 25-02082P Public Board Meetings RE: Del Webb Bexley Board of Supervisors Meeting on October 15, 2025 Published: 9/26/2025	\$54.69
--	---------

Important Message

Please include our Serial #
on your check

Pay by credit card online:
[https://legals.
businessobserverfl.
com/send-payment/](https://legals.businessobserverfl.com/send-payment/)

Paid	()
Total	\$54.69

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

RECEIVED
09-25-2025

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

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Business Observer

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

INVOICE

Legal Advertising

NOTICE OF REGULAR MEETING OF THE BOARD OF SUPERVISORS OF DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the Board of Supervisors ("Board") of the Del Webb Bexley Community Development District ("District") will hold a regular meeting of the Board on October 15, 2025 at 1:00 p.m., at the Del Webb Bexley Clubhouse, 19265 Del Webb Bexley Blvd., Land O' Lakes, FL 34638. The Board of Supervisors of the District will hold its special meeting to consider any business that properly comes before it.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for this meeting may be obtained from 3434 Colwell Avenue Suite 200, Tampa, FL 33614. There may be an occasion where one or more supervisors will participate by speaker telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (813) 933-5571, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 or 7-1-1 for aid in contacting the District 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.

Lynn Hayes

District Manager

September 26, 2025

25-02082P

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.

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 # 7629

DATE 09/01/2025

DUE DATE 09/01/2025

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 maintenance

BALANCE DUE

\$82.50

RECEIVED
09-01-2025

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida · (813) 933-5571
Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614
www.delwebbbexleycdd.org

Operation and Maintenance Expenditures October 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2025 through October 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$32,681.23**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Del Webb Bexley Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Advanced Aquatic Services, Inc.	100114	10560814	Monthly Lake Maintenance 10/25	\$ 3,760.00
Brletic Dvorak, Inc.	100115	2133	Engineering Services 09/25	\$ 4,350.00
Del Webb Bexley Community Association, Inc.	100116	DWB-AUG25	Shared Pond Mowing 08/25	\$ 4,750.00
Del Webb Bexley Community Association, Inc.	100116	DWB-OCT25	Shared Pond Mowing 10/25	\$ 4,750.00
Dennis M Bauld	100121	DB101525-178	Board of Supervisors Meeting 10/15/25	\$ 200.00
Florida Department of Commerce	100122	93389	Special District Fee for FY25-26	\$ 175.00
Fountain Design Group, Inc.	100117	37378A	Fountain Maintenance 10/25	\$ 3,140.96
George W McDermott	100123	GM101525-178	Board of Supervisors Meeting 10/15/25	\$ 200.00
Gerry Fezzuoglio	100124	GF101525-178	Board of Supervisors Meeting 10/15/25	\$ 200.00
Mario Delgado	100125	MD101525-178	Board of Supervisors Meeting 10/15/25	\$ 200.00
Rizzetta & Company, Inc.	100119	INV0000103546	District Management Fees 10/25	\$ 4,992.08
Rizzetta & Company, Inc.	100120	INV0000103662	Assessment Roll FY25/26	\$ 5,626.00
The Observer Group, Inc.	100126	25-02363P	Legal Advertising 10/25	\$ 54.69

Del Webb Bexley Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Thomas Eurell	100127	TE101525-178	Board of Supervisors Meeting 10/15/25	\$ 200.00
VGlobal Tech	100118	7765	ADA Website Maintenance 10/25	<u>\$ 82.50</u>
Report Total				<u><u>\$ 32,681.23</u></u>

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

10/1/2025
10560814
\$3,760.00

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
10/31/2025

Monthly Lake Maintenance.
***THE INVOICE DATE ABOVE INDICATES MONTH SERVICES WILL BE
PERFORMED***

3,760.00

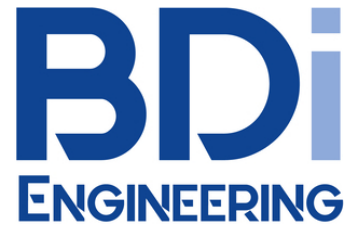
Advanced Aquatic Services Inc.
292 South Military Trail
Deerfield Beach, FL 33442
954-596-2127

RECEIVED
09-19-2025

\$3,760.00

Brletic Dvorak Inc

536 4th Ave South Unit 4
Saint Petersburg, FL 33701 US
(813) 361-1466
sbrletic@bdiengineers.com



INVOICE

BILL TO

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

INVOICE 2133
DATE 09/30/2025
TERMS Net 30
DUE DATE 10/30/2025

PROJECT NAME

Del Webb Bexley CDD

	DESCRIPTION	QTY	RATE	AMOUNT
Project Engineer	[September 10 - September 26]	23:00	150.00	3,450.00
Inspector	[September 17 - September 24]	6:00	80.00	480.00
Project Manager	[September 19 - September 30]	2:00	210.00	420.00

BALANCE DUE

\$4,350.00

Pay invoice





Del Webb Bexley COMMUNITY DEVELOPMENT DISTRICT
Sep-25

	<u>HOURS</u>	<u>RATE</u>	<u>PERSON</u>	<u>TOTAL</u>
<u>CDD Activities</u>				
Board Meeting Prep, Attendance, Follow up Engineer's Reports/Invoicing, Misc. Emails to DM/Board	1.00	\$210	S. Brletic	\$210.00
Wetland Buffer Review per DM Request	1.00	\$210	S. Brletic	\$210.00
Ownership Map with Wetland Buffers		\$210	S. Brletic	\$0.00
	23.00	\$150	S. Brletic	\$3,450.00
	6.00	\$80	S. Ferguson	\$480.00
INVOICE TOTAL				
	31.00			\$4,350.00



INVOICE

Del Webb Bexley HOA

5901 US Highway 19 Ste. 7Q
New Port Richey, FL 34652
877.869.9700

Invoices@qualifiedproperty.com

DATE Aug 1, 2025
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
Aug Service	DWB-Aug25	August	4,750.00
		TOTAL	4,750.00

RECEIVED
10-14-2025

PLEASE MAKE CHECKS PAYABLE TO DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC.



INVOICE

INVOICE #	INVOICE DATE
972196C	8/1/2025
TERMS	PO NUMBER
Net 30	

Bill To:

Del Webb Bexley Community Association, Inc.
c/o Qualified Property Management
19265 Del Webb Blvd.
Land O' Lakes, FL 34638

Property Name: Del Webb Bexley Community Association, Inc.

Address: 19265 Del Webb Blvd
Land O' Lakes, FL 34638

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: August 31, 2025

Invoice Amount: \$101,250.00

Description	Current Amount
August 2025 Landscape Service Contract – Common Area – GL Code 8720	\$20,500.00
August 2025 Landscape Service Contract – 850 Homes – GL Code 8710	\$76,000.00
August 2025 Landscape Service Contract – Ponds – GL Code 8721	\$4,750.00

Invoice Total **\$101,250.00**

Excellence
IN COMMERCIAL LANDSCAPING

Should you have any questions or inquiries please call (386) 437-6211.



INVOICE

Del Webb Bexley HOA

5901 US Highway 19 Ste. 7Q
New Port Richey, FL 34652
877.869.9700

Invoices@qualifiedproperty.com

DATE Oct 1, 2025
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
Oct Service	DWB-Oct25	October	4,750.0
		TOTAL	4,750.00

RECEIVED
10-13-2025

PLEASE MAKE CHECKS PAYABLE TO DEL WEBB BEXLEY COMMUNITY ASSOCIATION, INC.



INVOICE

INVOICE #	INVOICE DATE
1012508C	10/1/2025
TERMS	PO NUMBER
Net 30	

Bill To:

Del Webb Bexley Community Association, Inc.
c/o Qualified Property Management
19265 Del Webb Blvd.
Land O' Lakes, FL 34638

Property Name: Del Webb Bexley Community Association, Inc.

Address: 19265 Del Webb Blvd
Land O' Lakes, FL 34638

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: October 31, 2025

Invoice Amount: \$101,250.00

Description	Current Amount
October 2025 Landscape Service Contract – Common Area – GL Code 8720	\$20,500.00
October 2025 Landscape Service Contract – 850 Homes – GL Code 8710	\$76,000.00
October 2025 Landscape Service Contract – Ponds – GL Code 8721	\$4,750.00

Invoice Total \$101,250.00

Excellence
IN COMMERCIAL LANDSCAPING

Should you have any questions or inquiries please call (386) 437-6211.

Del Webb Bexley CDD

Meeting Date: October 15, 2025

SUPERVISOR PAY REQUEST

RECEIVED
10-17-2025

Name of Board Supervisor	Check if present	Check if paid
George McDermott	✓	x
Thomas Eurell	✓	x
Dennis Bauld	✓	x
Mario Delgado	✓	x
Gerry Fezzuoglio	✓	x

(*) Does not get paid

EXTENDED MEETING TIMECARD

Meeting Start Time:	1:00 pm
Meeting End Time:	3:30 pm
Total Meeting Time:	2 hours & 30 minutes

Time Over 3 Hours:

Total at \$175 per Hour:

ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	<input checked="" type="checkbox"/>
Additional or Continued Meeting?	<input checked="" type="checkbox"/>
Total at \$175 per Hour:	\$0.00

Business Mileage Round Trip	
IRS Rate per Mile	\$0.700
Mileage to Charge	\$0.00

DM Signature: 

Fiscal Year 2025 - 2026 Special District State Fee Invoice and Profile Update

Required by sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Date Invoiced: 10/01/2025				Invoice No: 93389
Annual Fee: \$175.00	1st Late Fee: \$0.00	2nd Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2025: \$175.00

STEP 1: Review the following profile and make any needed changes.

1. Special District's Name, Registered Agent's Name and Registered Office Address:

Del Webb Bexley Community Development District

Mr. William Rizzetta
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614



- 2. Telephone:** 813-514-0400 Ext:
- 3. Fax:** 813-514-0401
- 4. Email:** brizzetta@rizzetta.com
- 5. Status:** Independent
- 6. Governing Body:** Elected
- 7. Website Address:** delwebbbexleycdd.org
- 8. County(ies):** Pasco
- 9. Special Purpose(s):** Community Development
- 10. Boundary Map on File:** 06/21/2018
- 11. Creation Document on File:** 06/21/2018
- 12. Date Established:** 10/30/2017
- 13. Creation Method:** Local Ordinance
- 14. Local Governing Authority:** Pasco County
- 15. Creation Document(s):** County Ordinance 17-39
- 16. Statutory Authority:** Chapter 190, Florida Statutes
- 17. Authority to Issue Bonds:** Yes
- 18. Revenue Source(s):** Assessments

STEP 2: Sign and date to certify accuracy and completeness.

By signing and dating below, I do hereby certify that the profile above (changes noted if necessary) is accurate and complete:

Registered Agent's Signature: William A. Rizzetta Date OCT 17 2025

STEP 3: Pay the annual state fee or certify eligibility for zero annual fee.

a. Pay the Annual Fee: Pay the annual fee by following the instructions at www.FloridaJobs.org/SpecialDistrictFee.

b. Or, Certify Eligibility for the Zero Fee: By initialing both of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **BOTH** of the following statements and those on any submissions to the Department are true, correct, complete, and made in good faith. I understand that any information I give may be verified.

1. ___ This special district is not a component unit of a general purpose local government as determined by the special district and its Certified Public Accountant; and,

2. ___ This special district is in compliance with its Fiscal Year 2023 - 2024 Annual Financial Report (AFR) filing requirement with the Florida Department of Financial Services (DFS) and that AFR reflects \$3,000 or less in annual revenues or, is a special district not required to file a Fiscal Year 2023 - 2024 AFR with DFS and has included an income statement with this document verifying \$3,000 or less in revenues for the current fiscal year.

Department Use Only: Approved: ___ Denied: ___ Reason: _____

STEP 4: Make a copy of this document for your records.

STEP 5: Email this document to SpecialDistricts@Commerce.fl.gov or mail it to FloridaCommerce, Bureau of Budget Management, 107 East Madison Street, MSC #120, Tallahassee, FL 32399-4124. Direct questions to 850.717.8430.

FOUNTAIN DESIGN GROUP, INC.

DBA CASCADE FOUNTAINS

7628 NW 6TH AVENUE
BOCA RATON, FL 33487
561-994-3939

Invoice

Date	Invoice #
10/10/2025	37378A

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

P.O. No.	Terms	Rep	Ship Date	Ship Via	FOB	Project
	Due on receipt	RP	10/10/2025		TW	

Qty	Description	Rate	Amount
2	84501 WITH CLEAR LENS, NO ROCK GUARD, NO BULB	986.00	1,972.00
	3000K 28W WHITE LED LIGHT BULB	310.00	
1	82-A1 SPLICE KIT	163.96	163.96
	LABOR TO REPLACE BAD LIGHTS ON LAKE FOUNTAIN UNIT #1	385.00	
	SALES TAX	7.00%	0.00

RECEIVED
10-10-2025

Balance Due		\$3,140.96
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Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
10/2/2025	INV0000103546

Bill To:

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

Services for the month of	Terms	Client Number
October	Upon Receipt	00178

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,743.08	\$1,743.08
Administrative Services	1.00	\$432.08	\$432.08
Dissemination Services	1.00	\$416.67	\$416.67
Financial & Revenue Collections	1.00	\$341.00	\$341.00
Management Services	1.00	\$1,949.25	\$1,949.25
Website Compliance & Management	1.00	\$110.00	\$110.00

RECEIVED
 09-29-2025

Subtotal	\$4,992.08
Total	\$4,992.08

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

Invoice

Date	Invoice #
10/3/2025	INV0000103662

Bill To:

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

October	Upon Receipt	00178
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Description	Qty	Rate	Amount
Assessment Roll (Annual)	1.00	\$5,626.00	\$5,626.00

RECEIVED
 09-29-2025

Subtotal	\$5,626.00
Total	\$5,626.00

Business Observer

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

INVOICE

Legal Advertising

Invoice # 25-02363P

Date 10/31/2025

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 # 25-02363P Notice of Regular Meeting RE: Meeting on November 19, 2025 at 1:00pm Published: 10/31/2025	\$54.69

Important Message		Paid
Please include our Serial # on your check	Pay by credit card online: https://legals. businessobserverfl. com/send-payment/	()
		Total \$54.69

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

RECEIVED
10-30-2025

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

INVOICE

Legal Advertising

NOTICE OF REGULAR MEETING OF THE BOARD OF SUPERVISORS OF DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the Board of Supervisors ("Board") of the Del Webb Bexley Community Development District ("District") will hold a regular meeting of the Board on November 19, 2025 at 1:00 p.m., at the Del Webb Bexley Clubhouse, 19265 Del Webb Bexley Blvd., Land O' Lakes, FL 34638. The Board of Supervisors of the District will hold its special meeting to consider any business that properly comes before it.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for this meeting may be obtained from 3434 Colwell Avenue Suite 200, Tampa, FL 33614. There may be an occasion where one or more supervisors will participate by speaker telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (813) 933-5571, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 or 7-1-1 for aid in contacting the District 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.

Lynn Hayes
District Manager

October 31, 2025

25-02363P

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Serial Number
25-02363P

Business Observer

Published Weekly
New Port Richey , Pasco County, Florida

COUNTY OF PASCO

STATE OF FLORIDA

Before the undersigned authority personally appeared Lindsey Padgett 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 Regular Meeting

in the matter of Meeting on November 19, 2025 at 1:00pm

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

issues of 10/31/2025

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.

NOTICE OF REGULAR MEETING OF THE BOARD OF SUPERVISORS OF DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT

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Lynn Hayes
District Manager

October 31, 2025

25-02363P



Lindsey Padgett

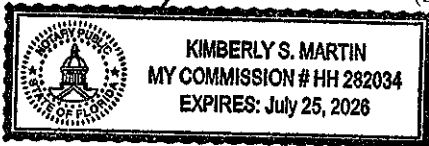
Sworn to and subscribed, and personally appeared by physical presence before me,

31st day of October, 2025 A.D.

by Lindsey Padgett who is personally known to me.



Notary Public, State of Florida
(SEAL)



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 # 7765
DATE 10/01/2025
DUE DATE 10/01/2025
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 maintenance

BALANCE DUE

\$82.50

RECEIVED
10-01-2025