



Rizzetta & Company

Del Webb Bexley Community Development District

Board of Supervisors' Meeting August 19, 2026

**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

August 11, 2026

Board of Supervisors
Del Webb Bexley
Community Development District

REVISED 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, August 19, 2026, 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 revised agenda for this meeting.

BOS MEETING:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ITEMS**
 - A. Consideration of VGlobal Tech ProposalTab 1
 - B. Public Hearing of Fiscal Year 2026/2027 Final Budget.....Tab 2
 - i. Consideration of Resolution 2026-04; Approving Final Budget for Fiscal Year 2026/2027Tab 3
 - C. Public Hearing on Fiscal Year 2026/2027 Assessments
 - i. Consideration of Resolution 2026-05; Levying O&M Assessments for Fiscal Year 2026/2027Tab 4
 - D. **Public Hearing on Revised Rules of Procedure**Tab 5
 - i. **Consideration of Resolution 2026-07; Revised Rules of Procedure**Tab 6
 - E. Presentation of District Management Services AddendumTab 7
 - F. Consideration of Resolution 2026-06; Approving Fiscal Year 2026/2027 Meeting ScheduleTab 8
 - G. Consideration of Fiscal Year 2025/2026 Goals & Objectives Report.....Tab 9
 - H. Ratification of Fiscal Year 2024-2025 Audit ReportTab 10
 - I. Pond #2 Project Update.....Tab 11
 - J. Consideration of Becker & Poliakoff, P.A. Engagement LetterTab 12
 - i. Discussion of Terms of Engagement

4. STAFF REPORTS

- A. Aquatics Update
 - i. Presentation of Aquatics ReportTab 13
- B. District Counsel
- C. District Engineer
- D. District Manager
 - i. Presentation of District Managers ReportTab 14
 - ii. Review of 2nd Quarter Website
Compliance ReportTab 15

5. BUSINESS ADMINISTRATION

- A. Consideration of the Minutes of the Board of
Supervisors' Meeting held on June 17, 2026Tab 16
- B. Ratification of Operation & Maintenance
Expenditures for May 2026 and June 2026Tab 17

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

Proposal For

Del Webb Bexley Community Development District

Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
July 27, 2026	1.0	Initial Version as per request	VB Joshi



**Florida's Leading ADA & WCAG Web-design, Audit and Maintenance Company.
VGlobalTech's Technical Compliance Seal**



Visit <https://vglobaltech.com/website-compliance/> for details.

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Any violations are punishable under the law and shall be prosecuted.

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1.0 The Law

Source: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

189.069 Special districts; required reporting of information; web-based public access. —

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s.189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.

2.1 Common Problems and Solutions in Website Accessibility?

2.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

2.1.2 Problem: Documents Are Not Posted in an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

2.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

2.1.5 Web Content Accessibility Guidelines (WCAG)

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
 - o This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
 - o This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
 - o This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
 - o This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

Visit <https://vglobaltech.com/website-compliance/> for details of our compliance process and expertise in this area.

Please see References section for several resources on compliance.

3.0 Pricing

Website Complexity: **Medium Level Websites**

**VGlobalTech team shall complete the following critical tasks for client website.
All costs below are per website / CDD:**

3.1 Existing Website Remediation / New Website Build:

Not Required – Current site is already maintained by VGlobalTech ADA Team.

3.2 ADA Compliance Monthly Maintenance Email and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance DOES NOT include the quarterly audits proposed in the next section. Maintenance contract is required for VGlobalTech's proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. <i>Update turnaround time – less than 24 hrs from customer sending the content and documents to be updated to VGT team.</i>
2.	PDF Documents conversion (to Text, HTML etc) as needed (<i>new documents during the maintenance year only</i>) for ADA Compliance / Reader Compliance. VGlobalTech's proprietary batch conversion software shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). There is no limit on how many documents or pages per documents can be converted per month using VGlobalTech's software. If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech's ADA Compliance Seal
	Total Monthly Maintenance with full content upload, document conversion and Hosting: \$135 / month *Support beyond 8 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team shall be responsible to track and report hours exceeded, if any) **Monthly price discounted for existing customers ***Monthly maintenance must be paid before the 10 th of every month

3.3 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech has developed a unique program for digital accessibility that is run by a highly skilled and experienced team in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>

Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), **Section 508** of the Rehabilitation Act of 1973 and overall, the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles firsthand.

Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

Cost for Audit: **\$100 / per quarter**

- Can be paid yearly for all 4 audits (\$400 / year) or can be paid per audit every quarter (\$100 / quarter)
- All CDD required website documents' conversions to compatible formats included
- Seals renewed every quarter
- Audits are conducted by VGlobalTech dev and ADA Expert Team

This proposal includes the following points, stipulations, terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* Email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*The client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, on the last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

*The client is responsible for verifying the quality of work, providing feedback, verifying that compliance has been met as required. The VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in the best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If the client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all the work completed and will be refunded the remaining balance of the initial payment if the billable work has not exceeded a charge that would be greater than the client's initial payment. If the client requests a refund after seven days from the date of the signing of the agreement the client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line-item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third party. Doing so is in breach of this agreement.

All information development will be shared and proprietary information and property between client and service providers.

4.0 Proposal Acceptance:

The VGlobalTech proposed solution, and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

Signatures:

For Customer Date

VB Joshi
For VGlobalTech Date

5.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, Disability Rights Section

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



ACCREDITED
BUSINESS

BBB Rating: A+

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Tab 2



Rizzetta & Company

Del Webb Bexley Community Development District

www.Delwebbbexleycdd.org

**Proposed Budget
for Fiscal Year
2026-2027**

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Rizzetta & Company

Proposed Budget Del Webb Bexley Community Development District General Fund Fiscal Year 2026/2027

3

Comments

5 BOS @ 12 mtgs annually
Per contract w/Vglobal
No Increase
No Increase
No Increase
Per Contract DiBartolomeo, Mcbee, Hartley & Barnes, P.A. FY 25/26 - FY 29/30
No Increase
Per DE Meeting Attendance & Additional Projects
No Increase
Pasco Co. Property Appraiser fees

Chart of Accounts Classification		Actual YTD through 06/30/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
1							
2	ASSESSMENT REVENUES						
3							
4	Special Assessments						
5	Tax Roll	\$ 395,222	\$ 395,222	\$ 391,508	\$ 3,714	\$ 411,526	\$ 20,018
6							
7	Assessment Revenue Subtotal	\$ 395,222	\$ 395,222	\$ 391,508	\$ 3,714	\$ 411,526	\$ 20,018
8							
9	OTHER REVENUES						
10							
11	Interest Earnings						
12	Interest Earnings	\$ 6,231	\$ 8,308	\$ -	\$ 8,308	\$ -	\$ -
13							
14	Other Revenue Subtotal	\$ 6,231	\$ 8,308	\$ -	\$ 8,308	\$ -	\$ -
15							
16	TOTAL REVENUES	\$ 401,453	\$ 403,530	\$ 391,508	\$ 12,022	\$ 411,526	\$ 20,018
17							
18	EXPENDITURES - ADMINISTRATIVE						
19							
20	Legislative						
21	Supervisor Fees	\$ 6,400	\$ 8,533	\$ 12,000	\$ 3,467	\$ 12,000	\$ -
22	Financial & Administrative						
23	ADA Website Compliance	\$ 742	\$ 989	\$ 990	\$ 1	\$ 990	\$ -
24	Accounting Services	\$ 15,688	\$ 20,917	\$ 20,917	\$ (0)	\$ 20,917	\$ -
25	Administrative Services	\$ 3,888	\$ 5,184	\$ 5,185	\$ 1	\$ 5,185	\$ -
26	Arbitrage Rebate Calculation	\$ -	\$ -	\$ 750	\$ 750	\$ 750	\$ -
27	Assessment Roll	\$ 5,626	\$ 5,626	\$ 5,626	\$ -	\$ 5,626	\$ -
28	Auditing Services	\$ -	\$ -	\$ 3,800	\$ 3,800	\$ 2,850	\$ (950)
29	Disclosure Report	\$ 3,751	\$ 5,001	\$ 5,000	\$ (1)	\$ 5,000	\$ -
30	District Engineer	\$ 24,207	\$ 32,276	\$ 15,000	\$ (17,276)	\$ 30,000	\$ 15,000
31	District Management	\$ 18,443	\$ 24,591	\$ 23,391	\$ (1,200)	\$ 23,391	\$ -
32	Dues, Licenses & Fees	\$ 2,125	\$ 2,833	\$ 325	\$ (2,508)	\$ 325	\$ -

Proposed Budget Del Webb Bexley Community Development District General Fund Fiscal Year 2026/2027

A large green rectangle with a black border. In the top right corner, there is a white number '4'. In the center of the rectangle, the word 'Comments' is written in white.

[illegible]

Chart of Accounts Classification		Actual YTD through 06/30/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
33	Financial Consulting & Revenue Collections	\$ 3,069	\$ 4,092	\$ 4,092	\$ -	\$ 5,292	\$ 1,200
34	Legal Advertising	\$ 560	\$ 747	\$ 1,500	\$ 753	\$ 1,500	\$ -
35	Miscellaneous Mailings	\$ 178	\$ 237	\$ 1,050	\$ 813	\$ 1,050	\$ -
36	Public Officials Liability Insurance	\$ 3,133	\$ 3,133	\$ 3,326	\$ 193	\$ 3,446	\$ 120
37	Trustees Fees	\$ 4,238	\$ 4,238	\$ 5,000	\$ 762	\$ 5,000	\$ -
38	Website Hosting, Maintenance, Backup (and Email)	\$ 990	\$ 1,320	\$ 1,320	\$ -	\$ 1,320	\$ -
39	<i>Legal Counsel</i>						
40	District Counsel	\$ 21,274	\$ 28,365	\$ 17,000	\$ (11,365)	\$ 20,000	\$ 3,000
41							
42	Administrative Subtotal	\$ 114,312	\$ 148,084	\$ 126,272	\$ (21,812)	\$ 144,642	\$ 18,370
43							
44	EXPENDITURES - FIELD OPERATIONS						
45							
46	<i>Stormwater Control</i>						
47	Aquatic Maintenance	\$ 45,624	\$ 60,832	\$ 52,000	\$ (8,832)	\$ 54,000	\$ 2,000
48	Fountain Maintenance	\$ 4,521	\$ 6,028	\$ 10,000	\$ 3,972	\$ 10,000	\$ -
49	Stormwater System Repairs	\$ 50,000	\$ 66,667	\$ 50,000	\$ (16,667)	\$ 50,000	\$ -
50	Wetland Monitoring & Maintenance	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ -
51	<i>Other Physiscal Environment</i>						
52	General Liability Insurance	\$ 3,831	\$ 3,831	\$ 4,566	\$ 735	\$ 4,214	\$ (352)
53	Landscape - Mowing Cost Share w/HOA	\$ 38,000	\$ 50,667	\$ 57,000	\$ 6,333	\$ 57,000	\$ -
54	<i>Contingency</i>						
55	Miscellaneous Contingency	\$ 119,236	\$ 158,981	\$ 61,670	\$ (97,311)	\$ 61,670	\$ -
56							
57	Field Operations Subtotal	\$ 261,212	\$ 347,006	\$ 265,236	\$ (81,770)	\$ 266,884	\$ 1,648
58							
59	TOTAL EXPENDITURES	\$ 375,524	\$ 495,090	\$ 391,508	\$ (103,582)	\$ 411,526	\$ 20,018
60							
61	EXCESS OF REVENUES OVER EXPENDITURES	\$ 25,929	\$ (91,560)	\$ -	\$ (91,560)	\$ -	\$ -
62							

Proposed Budget
Del Webb Bexley Community Development District
Reserve Fund
Fiscal Year 2026/2027

5

Comments

Chart of Accounts Classification		Actual YTD through 06/30/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
1							
2	ASSESSMENT REVENUES						
3							
4	Special Assessments						
5	Tax Roll*	\$ 92,000	\$ 92,000	\$ 92,000	\$ -	\$ 280,658	\$ 188,658
6							
7	Assessment Revenue Subtotal	\$ 92,000	\$ 92,000	\$ 92,000	\$ -	\$ 280,658	\$ 188,658
8							
9	OTHER REVENUES						
10							
11	Interest Earnings						
12	Interest Earnings	\$ 2,216	\$ 2,955	\$ -	\$ 2,955	\$ -	\$ -
13							
14	Other Revenue Subtotal	\$ 2,216	\$ 2,955	\$ -	\$ 2,955	\$ -	\$ -
15							
16	TOTAL REVENUES	\$ 94,216	\$ 94,955	\$ 92,000	\$ 2,955	\$ 280,658	\$ 188,658
17							
18	EXPENDITURES						
19							
20	Contingency						
21	Capital Reserves	\$ 112,925	\$ 150,567	\$ 92,000	\$ (58,567)	\$ 280,658	\$ 188,658
22							
23	TOTAL EXPENDITURES	\$ 112,925	\$ 150,567	\$ 92,000	\$ (58,567)	\$ 280,658	\$ 188,658
24							
25	EXCESS OF REVENUES OVER EXPENDITURES	\$ (18,709)	\$ (55,612)	\$ -	\$ (55,612)	\$ -	\$ -
26							

FY 26/27 Budget Pond Bank Erosion Projects
\$80K + \$200,658 Reserve Funding = \$280,658 Total

Debt Service

Fiscal Year 2026/2027

Chart of Accounts Classification	Series 2018	Budget for 2026/2027
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$687,644.83	\$687,644.83
TOTAL REVENUES	\$687,644.83	\$687,644.83
EXPENDITURES		
Administrative		
Debt Service Obligation	\$687,644.83	\$687,644.83
Administrative Subtotal	\$687,644.83	\$687,644.83
TOTAL EXPENDITURES	\$687,644.83	\$687,644.83
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

County Collection Costs (2%) and Early payment Discounts (4%)

6.0%

GROSS ASSESSMENTS**\$730,915.00****Notes:**

Tax Roll Collection Costs (2%) and Early Payment Discount (4%) for Pasco County is 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less any Prepaid Assessments Received.

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

7

2026/2027 O&M Budget:		\$692,184.00	2025/2026 O&M Budget:	\$483,508.00
Collection Cost Discount:	2%	\$14,727.32	2026/2027 O&M Budget:	\$692,184.00
Early Payment Discount:	4%	\$29,454.64		

2026/2027 Total:

Total Difference:

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2025/2026	2026/2027	\$	%
Single Family 40'	Series 2018 Debt Service	\$680.00	\$680.00	\$0.00	0.00%
	Operations/Maintenance	\$605.14	\$866.31	\$261.17	43.16%
	Total	\$1,285.14	\$1,546.31	\$261.17	20.32%
Single Family 50'	Series 2018 Debt Service	\$850.00	\$850.00	\$0.00	0.00%
	Operations/Maintenance	\$605.14	\$866.31	\$261.17	43.16%
	Total	\$1,455.14	\$1,716.31	\$261.17	17.95%
Single Family 65'	Series 2018 Debt Service	\$1,105.00	\$1,105.00	\$0.00	0.00%
	Operations/Maintenance	\$605.14	\$866.31	\$261.17	43.16%
	Total	\$1,710.14	\$1,971.31	\$261.17	15.27%

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

8

TOTAL O&M BUDGET		\$692,184.00
COLLECTION COSTS @	2%	\$14,727.32
EARLY PAYMENT DISCOUNTS @	4%	\$29,454.64
TOTAL O&M ASSESSMENT		<u>\$736,365.96</u>

UNITS ASSESSED			ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT		
LOT SIZE	O&M	SERIES 2018 ⁽¹⁾ DEBT SERVICE	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	O&M	SERIES 2018 DEBT SERVICE ⁽²⁾	TOTAL ⁽³⁾
Single Family 40'	231	228	1.00	231.00	27.18%	\$200,118.28	\$866.31	\$680.00	\$1,546.31
Single Family 50'	413	411	1.00	413.00	48.59%	\$357,787.22	\$866.31	\$850.00	\$1,716.31
Single Family 65'	206	205	1.00	206.00	24.24%	\$178,460.46	\$866.31	\$1,105.00	\$1,971.31
Total Community	<u>850</u>	<u>844</u>		<u>850.00</u>	<u>100.00%</u>	<u>\$736,365.96</u>			

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

(\$44,181.96)

Net Revenue to be Collected:

\$692,184.00

⁽¹⁾ Reflects the number of total lots with Series 2018 debt outstanding.

⁽²⁾ Annual debt service assessment per lot adopted in connection with the Series 2018 bond issue. Annual assessment includes principal, interest, Pasco County collection costs (2%) and early payment discount of up to 4% if paid early.

⁽³⁾ Annual assessment that will appear on November 2026 Pasco County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

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

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

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

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



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

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

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

Financial Consulting & Revenue Collections: Financial consulting services including investment administration of the District's bank and trust accounts, ongoing banking analyses, and related consulting services to support prudent cash management in compliance with applicable statutory requirements. The firm also provides comprehensive billing, collection, and reporting of District assessments to fund debt service and operations, including direct billings, funding requests, owner inquiries, collection agent fees, and lien releases upon full repayment of bond obligations.

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

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

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

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

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

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

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

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

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



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

EXPENDITURES - FIELD OPERATIONS:

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

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

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

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

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

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

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with the planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

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



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

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

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

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

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

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

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

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

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

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities that requires various office-related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

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

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

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



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RESERVE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

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

REVENUES:

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

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

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

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



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DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

EXPENDITURES – ADMINISTRATIVE:

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

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



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Tab 3

RESOLUTION 2026-04
[FY 2027 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Del Webb Bexley Community Development District ("**District**") prior to June 15, 2026, proposed budget(s) ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Del Webb Bexley Community Development District for the Fiscal Year Ending September 30, 2027."

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2027, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2027 or within 60 days following the end of the FY 2027 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. APPROVAL OF PRIOR ACTIONS. The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Adopted Budget, including preparing the Proposed Budget and setting, noticing, and all other actions required for the public hearing on the Proposed Budget, are hereby ratified, approved, and confirmed in all respects.

SECTION 5. SEVERABILITY; EFFECTIVE DATE. 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. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 19th DAY OF AUGUST 2026.

ATTEST:

**DEL WEBB BEXLEY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget

Tab 4

RESOLUTION 2026-05
[FY 2027 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2027 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Del Webb Bexley Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Pasco County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

- a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance ("**O&M Assessment(s)**") is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby certifies for collection the FY 2027 installment of the District's previously levied debt service special assessments ("**Debt Assessments**," and together with the O&M Assessments, the "**Assessments**") in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.

4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.

a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* ("**Uniform Method**"). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.

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

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

6. **APPROVAL OF PRIOR ACTIONS.** The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Assessments and Assessment Roll as provided herein are hereby ratified, approved, and confirmed in all respects.

7. **SEVERABILITY; EFFECTIVE DATE.** 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. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 19TH DAY OF AUGUST 2026.

ATTEST:

**DEL WEBB BEXLEY COMMUNITY
DEVELOPMENT DISTRICT**

Assistant Secretary

By: _____

Its: Chairman _____

Exhibit A: Adopted Budget

Exhibit B: Assessment Roll

Tab 5

RULES OF PROCEDURE
DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 01

EFFECTIVE AS OF August 19, 2026

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Rule 1.0 General.

- (1) The Del Webb Bexley Community Development District (the “**District**”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “**Rules**”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “**Board**”) shall consist of five (5) members. Members of the Board (“**Supervisors**”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- (a) Agenda packages for prior 24 months and next meeting;
- (b) Official minutes of meetings, including adopted resolutions of the Board;
- (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
- (d) Adopted engineer's reports;
- (e) Adopted assessment methodologies/reports;
- (f) Adopted disclosure of public financing;
- (g) Limited Offering Memorandum for each financing undertaken by the District;
- (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
- (i) District policies and rules;
- (j) Fiscal year end audits; and
- (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("**Coordinator**") for the District as required by the Florida Commission on Ethics ("**Commission**"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("**Reporting Individual**"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "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) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "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."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
 - (b) Florida Statutes; and
 - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (d) Support economical and efficient operations; and
 - (e) Ensure reliability of financial records and reports; and
 - (f) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (v) The grant of rulemaking authority for the proposed rule;
 - (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
 - (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
 - (a) Technical Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
 - (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.
 - (b) Substantive Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of change ("**Notice of Change**") if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests

of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
 - (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
 - (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.
- (9) Petitions to Initiate Rulemaking.
- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
 - (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
 - (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county

or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the

scheduled public hearing. The Notice of Public Hearing shall include the following information:

- (i) The date, time, and location of the public hearing; and
- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
 - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.

- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
- (a) A copy of the rule;
 - (b) Any material incorporated by reference in the rule;
 - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
 - (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
 - (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
 - (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.
- (14) Petitions to Challenge Rules.
- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District’s authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation

of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.

- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.
- (15) Variances and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:
- (i) The rule from which a variance or waiver is requested;
- (ii) The type of action requested;
- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.

(16) Review of Adopted Rules.

- (a) By January 1, 2026, District staff shall prepare a report that summarizes the District's existing rules anticipated to be reviewed during the current fiscal year, if any, and the recommended action on each rule (the "**Existing Rule Review Report**"). The Existing Rule Review Report shall be presented to the District's Board at a noticed Board meeting as soon as practicable after preparation by District staff. District staff shall continue to annually prepare an updated Existing Rule Review Report by January 1 of each year until all District rules have been reviewed. The District is not bound to review its existing rules in accordance with the schedule set forth in an Existing Rule Review Report, but is required to complete the review of at least twenty (20%) percent of its existing rules per year until all existing rules have been reviewed in accordance with this Section. In any event, all existing rules of the District shall be reviewed by July 1, 2030.
- (b) Any new rule adopted after July 1, 2025, must be reviewed in the fifth year following adoption. Such review must be completed before the day that marks the sixth year since the adoption of the rule.
- (c) In conducting its rule review process, the District shall determine whether each rule:
 - (i) Is a valid exercise of delegated legislative authority;
 - (ii) Has current statutory authority;
 - (iii) Reiterates or paraphrases statutory material;
 - (iv) Is in proper form;

- (v) Is consistent with expressed legislative intent pertaining to the specific provisions of law which the rule implements;
 - (vi) Requires a technical or substantive update to reflect current use; and
 - (vii) Requires updated references to statutory citations and incorporated materials.
- (d) By April 1 of each year in which a rule review is being undertaken, the District shall adopt a resolution evidencing the completion of rule review and authorizing one of the following actions relative to its rule review (the **“Rule Review Resolution”**):
- (i) If the District determines that no change is necessary, the District Rule Review Resolution shall include the following information:
 1. A copy of the reviewed rule;
 2. A written statement of its intended action; and
 3. Its assessment of factors specified in Section 16(c) of this Rule.
 - (ii) If the District determines that one or more technical changes are necessary, the District Rule Review Resolution shall include the following information:
 1. A copy of the reviewed rule and the recommended technical change or changes coded by underlining new text and striking through deleted text;
 2. A written statement of its intended action;
 3. Its assessment of the factors specified in Section 16(c) of this Rule; and
 4. The facts and circumstances justifying the technical change or changes to the reviewed rule.
 - (iii) If the District determines that the rule requires a substantive change, the District shall promptly initiate rulemaking in accordance with this Rule to make all changes, including any technical changes, and the District Rule Review Resolution shall include the following information:

1. A copy of the reviewed rule;
 2. The recommended change or changes coded by underlining new text and striking through deleted text;
 3. A written statement of its intended action; and
 4. Its assessment of factors specified in Section 16(c) of this Rule.
- (iv) If the District determines that the rule should be repealed, the District shall promptly initiate the repeal the rule in accordance with this Rule, and the District Rule Review Resolution shall include the following information:
1. A written statement of its intended action; and
 2. Its assessment of factors specified in subsection 16(c) of this Rule.

- (e) The rule review is completed upon the District's adoption of the Rule Review Resolution and, if there is a substantive change or repeal of a rule approved the Board, the timely commencement of the rulemaking or rule repeal process set forth in this Rule. Promptly after completion of the rule review, the District shall publish a notice of the completed rule review ("**Notice of Completed Rule Review**") in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Completed Rule Review shall identify the action taken by the District with respect to the reviewed rule.

- (17) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) **“Request for Proposals” or “RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “**Project**” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has

the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) **Evaluation Criteria.** The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (3) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“**RFP**”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
 - (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - (v) The vendor’s qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- (xii) The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- (i) Impacts on project schedule, cost, or quality of work;
- (ii) Unsafe conditions allowed to exist;
- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or

Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of **“goods, supplies, and materials”** do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A 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. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A 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. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Tab 6

RESOLUTION 2026-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING 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*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure replace all prior versions of the Rules of Procedure and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of August, 2026.

ATTEST:

**DEL WEBB BEXLEY COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:
RULES OF PROCEDURE

Tab 7

FIRST ADDENDUM TO THE CONTRACT FOR DISTRICT MANAGEMENT SERVICES

This First Addendum to the Contract for District Management Services (this “**Addendum**”), is made and entered into as of the 1st day of October, 2026 (the “**Effective Date**”), 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 (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**District Manager**”).

RECITALS

WHEREAS, the District and the District Manager entered into the Contract for District Management Services dated October 1, 2025 (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the District Manager desire to amend **Exhibit B - Schedule of Fees** section of the Contract as further described in this Addendum; and

WHEREAS, the District and the District Manager each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the District Manager agree to the changes to amend the Schedule of Fees attached.

The amended Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.

(Remainder of this page is left blank intentionally)

Therefore, the District Manager and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____
 PRINTED NAME: William J. Rizzetta
 TITLE: President
 DATE: _____

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT

BY: _____
 PRINTED NAME: George McDermott
 TITLE: Chairman/Vice Chairman
 DATE: August 17, 2026

ATTEST:

 Vice Chairman/Assistant Secretary
 Board of Supervisors

LYNN HAYES

 Print Name

Exhibit B – Schedule of Fees

Exhibit B
Schedule of Fees

STANDARD ON-GOING SERVICES:		
Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:		
	MONTHLY	ANNUALLY
Management:	\$1,949.25	\$23,391
Administrative:	\$432.08	\$5,185
Accounting:	\$1,743.08	\$20,917
Financial Services & Revenue Collections:	\$441.00	\$5,292
Assessment Roll: ⁽¹⁾		\$5,626
Continuing Disclosure:	\$416.67	\$5,000
Website Management:	\$110.00	\$1,320
Total Standard On-Going Services:	\$5,092.08	\$66,731

(1) Assessment Roll is to be billed in one lump-sum upon completion.

ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 400
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 400
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 125
Two+ Lots (on tax roll)	Per Occurrence	\$ 150
One Lot (direct billed by the District)	Per Occurrence	\$ 150
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 200
Six-Ten Lots (direct billed by the District)	Per Occurrence	\$ 250
Eleventh+ Lots (direct billed by the District)	Per Occurrence	\$ 300
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 150/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests & Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 150
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Bond Amortization Schedules	Per Occurrence	\$ 600
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Regional Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

LITIGATION SUPPORT SERVICES:

Litigation Support Services shall be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
President	\$ 500.00
Chief Financial Officer	\$ 450.00
Vice President	\$ 400.00
Controller	\$ 350.00
Regional District Manager	\$ 300.00
Accounting Director	\$ 300.00
Finance Manager	\$ 300.00
Senior District Manager	\$ 275.00
District Manager	\$ 250.00
Amenity Services Manager	\$ 250.00
Business Development Manager	\$ 250.00
Landscape Inspection Services Manager	\$ 250.00
Financial Analyst	\$ 250.00
Senior Accountant	\$ 225.00
Landscape Specialist	\$ 200.00
Administrative Support Manager	\$ 200.00
Senior Financial Associate	\$ 200.00
Senior Administrative Assistant	\$ 200.00
Staff Accountant II	\$ 200.00
District Coordinator	\$ 175.00
Administrative Assistant II	\$ 150.00
District Compliance Associate	\$ 150.00
Staff Accountant	\$ 150.00
Financial Associate	\$ 150.00
Administrative Assistant	\$ 100.00
Accounting Clerk	\$ 100.00
Client Relations Specialist	\$ 100.00

Tab 8

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District’s Board of Supervisors (the “**Board**”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as **Exhibit “A”**.

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District’s Secretary is hereby directed to file annually, with Pasco County and the Department of Economic Opportunity, a schedule of the District’s regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 19th DAY OF AUGUST 2026.

ATTEST:

**DEL WEBB BEXLEY COMMUNITY
DEVELOPMENT DISTRICT**

Name: Lynn Hayes
Assistant Secretary

Name: George McDermott
Chair of the Board of Supervisors

EXHIBIT “A”
BOARD OF SUPERVISORS MEETING DATES
DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027

October 21, 2026
November 18, 2026
December 16, 2026 *
January 20, 2027
February 17, 2027 *
March 17, 2027 (Budget Workshop)
April 21, 2027 *
May 19, 2027
June 16, 2027
July 21, 2027
August 18, 2027
September 15, 2027 *

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

Tab 9

Del Webb Bexley Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. Website Maintenance

Goal 1.1 Administrative Goals and Objectives – Website Maintenance

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

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

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

Achieved: Yes ☐ No ☐

2. Operational Goals

Goal 2.1: Reserve Study

Objective: Complete a Reserve Study to ensure future needs of the district are met.

Measurement: Ensure that an updated Reserve Study is completed and on-file to assist the Board of future needs.

Standard: District Staff reviews the Reserve Study with the Board in preparation for the current Fiscal Year budget.

Achieved: Yes ☐ No ☐

Chairman: _____

Date: _____

Print Name: George McDermott

Del Webb Bexley Community Development District

District Manager: _____

Date: _____

Print Name: Lynn Hayes

Del Webb Bexley Community Development District

Tab 10

**Del Webb Bexley
Community Development District**

ANNUAL FINANCIAL REPORT

September 30, 2025

Del Webb Bexley Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2025

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Del Webb Bexley Community Development District
Pasco County, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of Del Webb Bexley Community Development District (the "District"), as of and for the year ended September 30, 2025, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



To the Board of Supervisors
Del Webb Bexley Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts, and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis be presented to supplement the basic financial statements.



To the Board of Supervisors
Del Webb Bexley Community Development District

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with Florida Statutes 218.39(3)(c) but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated July 30, 2026 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts and grant agreements and other matters.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

July 30, 2026

Del Webb Bexley Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2025

Management's discussion and analysis of Del Webb Bexley Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories: 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment, and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

Del Webb Bexley Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2025

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as special assessment bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliations are provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2025.

- ◆ The District's total assets were exceeded by total liabilities by \$(2,558,807), (net position). Net investment in capital assets for the District was \$(1,819,949). Restricted net position was \$159,975 and unrestricted net position was \$(898,833).
- ◆ Revenues from governmental activities totaled \$1,220,570 and expenses from governmental activities totaled \$1,080,553.

**Del Webb Bexley Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2025**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2025	2024
Current assets	\$ 283,911	\$ 79,387
Restricted assets	707,186	671,400
Capital assets	5,890,446	6,206,959
Total Assets	<u>6,881,543</u>	<u>6,957,746</u>
Current liabilities	415,350	426,570
Non-current liabilities	9,025,000	9,230,000
Total Liabilities	<u>9,440,350</u>	<u>9,656,570</u>
Net Position		
Net investment in capital assets	(1,819,949)	(1,503,436)
Restricted	159,975	118,327
Unrestricted	(898,833)	(1,313,715)
Total Net Position	<u>\$ (2,558,807)</u>	<u>\$ (2,698,824)</u>

The increase in current assets and the increase in restricted assets are related to revenues exceeding expenditures at the fund level in the current year.

The reduction in total liabilities is primarily the result of the principal payments made on long-term debt in the current year.

The reduction in capital assets is due to current year depreciation.

**Del Webb Bexley Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2025**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	<u>2025</u>	<u>2024</u>
Program Revenues		
Charges for services	\$ 1,178,878	\$ 977,318
General Revenues		
Investment earnings	41,692	38,795
Total Revenues	<u>1,220,570</u>	<u>1,016,113</u>
Expenses		
General government	112,415	113,714
Physical environment	472,618	419,361
Interest and other charges	495,520	506,146
Total Expenses	<u>1,080,553</u>	<u>1,039,221</u>
Change in Net Position	140,017	(23,108)
Net Position - Beginning of Year	<u>(2,698,824)</u>	<u>(2,675,716)</u>
Net Position - End of Year	<u>\$ (2,558,807)</u>	<u>\$ (2,698,824)</u>

The increase in charges for services is related to an increase in special assessments levied in the current year.

The increase in physical environment is primarily the result of the increase in stormwater system maintenance and capital reserve expenses in the current year.

**Del Webb Bexley Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2025**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2025 and 2024:

<u>Description</u>	<u>Governmental Activities</u>	
	<u>2025</u>	<u>2024</u>
Infrastructure	\$ 7,710,395	\$ 7,710,395
Less: accumulated depreciation	<u>(1,819,949)</u>	<u>(1,503,436)</u>
Governmental Activities Capital Assets	<u>\$ 5,890,446</u>	<u>\$ 6,206,959</u>

During the year, depreciation was \$316,513.

General Fund Budgetary Highlights

Budgeted expenditures exceeded actual expenditures in the current year because midge fly treatment, supervisor fees, capital reserve costs, and miscellaneous contingency expenditures were less than anticipated.

The budget was not amended in the current year.

Debt Management

Governmental Activities debt includes the following:

- In October 2018, the District issued \$10,180,000 Series 2018 Special Assessment Bonds. These bonds were issued to finance a portion of the cost of acquisition, construction, installation, and equipping of the Series 2018 Project. The balance outstanding at September 30, 2025 was \$9,220,000.

Economic Factors and Next Year's Budget

Del Webb Bexley Community Development District does not expect any economic factors to have any significant effect on the financial position or results of operations of the District in fiscal year 2026.

Request for Information

The financial report is designed to provide a general overview of Del Webb Bexley Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Del Webb Bexley Community Development District's Accounting Department at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

Del Webb Bexley Community Development District
STATEMENT OF NET POSITION
September 30, 2025

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 276,610
Prepaid expenses	7,301
Total Current Assets	<u>283,911</u>
Non-current Assets	
Restricted Assets	
Investments	707,186
Capital Assets, Being Depreciated	
Infrastructure	7,710,395
Less: accumulated depreciation	<u>(1,819,949)</u>
Total Non-current Assets	<u>6,597,632</u>
Total Assets	<u>6,881,543</u>
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	16,257
Bonds payable	195,000
Accrued interest	<u>204,093</u>
Total Current Liabilities	<u>415,350</u>
Non-current Liabilities	
Bonds payable	<u>9,025,000</u>
Total Liabilities	<u>9,440,350</u>
NET POSITION	
Net investment in capital assets	(1,819,949)
Restricted for debt service	159,975
Unrestricted	<u>(898,833)</u>
Total Net Position	<u><u>\$ (2,558,807)</u></u>

See accompanying notes to financial statements.

Del Webb Bexley Community Development District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2025

Functions/Programs	Expenses	Program Revenues Charges for Services	Net (Expenses) Revenues and Changes in Net Position Governmental Activities
Governmental Activities			
General government	\$ (112,415)	\$ 195,997	\$ 83,582
Physical environment	(472,618)	272,172	(200,446)
Interest and other charges	(495,520)	710,709	215,189
Total Governmental Activities	<u>\$ (1,080,553)</u>	<u>\$ 1,178,878</u>	<u>98,325</u>
	General Revenues		
	Investment earnings		<u>41,692</u>
	Changes in Net Position		140,017
	Net Position - Beginning of Year		<u>(2,698,824)</u>
	Net Position - End of Year		<u>\$ (2,558,807)</u>

See accompanying notes to financial statements.

Del Webb Bexley Community Development District
BALANCE SHEET -
GOVERNMENTAL FUNDS
September 30, 2025

	General	Debt Service	Total Governmental Funds
ASSETS			
Cash	\$ 276,610	\$ -	\$ 276,610
Prepaid expenses	7,301	-	7,301
Restricted assets			
Investments	-	707,186	707,186
Total Assets	<u>\$ 283,911</u>	<u>\$ 707,186</u>	<u>\$ 991,097</u>
LIABILITIES AND FUND BALANCES			
LIABILITIES			
Accounts payable and accrued expenses	<u>\$ 16,257</u>	<u>\$ -</u>	<u>\$ 16,257</u>
FUND BALANCES			
Nonspendable			
Prepaid expenses	7,301	-	7,301
Restricted			
Debt service	-	707,186	707,186
Unassigned	260,353	-	260,353
Total Fund Balances	<u>267,654</u>	<u>707,186</u>	<u>974,840</u>
Total Liabilities and Fund Balances	<u>\$ 283,911</u>	<u>\$ 707,186</u>	<u>\$ 991,097</u>

See accompanying notes to financial statements.

Del Webb Bexley Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2025

Total Governmental Fund Balances	\$ 974,840
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, infrastructure, \$7,710,395, net of accumulated depreciation, \$(1,819,949), used in governmental activities are not current financial resources, and therefore, are not reported at the fund level.	5,890,446
Long-term liabilities, bonds payable, are not due and payable in the current period, and therefore, are not reported at the fund level.	(9,220,000)
Accrued interest expense for long-term debt is not a current financial use, and therefore, is not reported at the fund level.	<u>(204,093)</u>
Net Position of Governmental Activities	<u><u>\$ (2,558,807)</u></u>

See accompanying notes to financial statements.

Del Webb Bexley Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES - GOVERNMENTAL FUNDS
For the Year Ended September 30, 2025

	General	Debt Service	Total Governmental Funds
Revenues			
Special assessments	\$ 468,169	\$ 710,709	\$ 1,178,878
Investment earnings	7,032	34,660	41,692
Total Revenues	<u>475,201</u>	<u>745,369</u>	<u>1,220,570</u>
Expenditures			
Current			
General government	112,415	-	112,415
Physical environment	156,105	-	156,105
Debt service			
Principal	-	210,000	210,000
Interest	-	499,583	499,583
Total Expenditures	<u>268,520</u>	<u>709,583</u>	<u>978,103</u>
Net Change in Fund Balances	206,681	35,786	242,467
Fund Balances - Beginning of Year	<u>60,973</u>	<u>671,400</u>	<u>732,373</u>
Fund Balances - End of Year	<u><u>\$ 267,654</u></u>	<u><u>\$ 707,186</u></u>	<u><u>\$ 974,840</u></u>

See accompanying notes to financial statements.

Del Webb Bexley Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2025

Net Change in Fund Balances - Total Governmental Funds	\$ 242,467
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of depreciation in the current period.	(316,513)
Repayments of bond principal are expenditures at the fund level, but the repayment reduces long-term liabilities in the Statement of Net Position.	210,000
At the government-wide level, interest is accrued on outstanding bonds; whereas at the fund level, interest expenditures are reported when due. This is the change in accrued interest in the current period.	<u>4,063</u>
Change in Net Position of Governmental Activities	<u><u>\$ 140,017</u></u>

See accompanying notes to financial statements.

Del Webb Bexley Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND
For the Year Ended September 30, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Special assessments	\$ 464,877	\$ 464,877	\$ 468,169	\$ 3,292
Investment earnings	-	-	7,032	7,032
Total Revenues	<u>464,877</u>	<u>464,877</u>	<u>475,201</u>	<u>10,324</u>
Expenditures				
Current				
General government	123,428	123,428	112,415	11,013
Physical environment	341,449	341,449	156,105	185,344
Total Expenditures	<u>464,877</u>	<u>464,877</u>	<u>268,520</u>	<u>196,357</u>
Net Change in Fund Balances	-	-	206,681	206,681
Fund Balances - Beginning of Year	<u>-</u>	<u>-</u>	<u>60,973</u>	<u>60,973</u>
Fund Balances - End of Year	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 267,654</u></u>	<u><u>\$ 267,654</u></u>

See accompanying notes to financial statements.

Del Webb Bexley Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on October 24, 2017, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Pasco County Ordinance 17-239 as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Del Webb Bexley Community Development District. The District is governed by a five-member Board of Supervisors who are elected on an at large basis by landowners within the District. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Del Webb Bexley Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth by the Governmental Accounting Standards Board, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Del Webb Bexley Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments and interest. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Del Webb Bexley Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance in accordance with Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Del Webb Bexley Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period, or soon thereafter, to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Del Webb Bexley Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – The Debt Service Fund accounts for debt service requirements to retire the special assessment bonds which were used to finance the construction of District infrastructure improvements.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as capital assets, and non-current governmental liabilities, such as special assessment bonds, be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Del Webb Bexley Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

a. Cash and Investments (Continued)

Cash equivalents include time deposits and all highly liquid debt instruments with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

b. Restricted Net Position

Certain net position of the District is classified as restricted on the statement of net position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted net position, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

c. Capital Assets

Capital assets, which include infrastructure, are reported in the governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of infrastructure of range from 15 to 25 years.

d. Budgets

Budgets are prepared and adopted after a public hearing for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

Del Webb Bexley Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

e. Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the financial statement date and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE B – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk; however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2025, the District's bank balance was \$279,807 and the carrying value was \$276,610. Exposure to custodial credit risk was as follows: the District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by the Federal Deposit Insurance Corporation or collateralized under Chapter 280, Florida Statutes.

Investments

As of September 30, 2025, the District had the following investments and maturities:

<u>Investment</u>	<u>Maturities</u>	<u>Fair Value</u>
First American Treasury Obligations Fund	48 Days*	<u>\$ 707,186</u>

*Maturity is a weighted average maturity.

The District categorizes its fair value measurement within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Del Webb Bexley Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE B – CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

Assets or liabilities are classified into one of three levels. Level 1 is the most realizable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the District's investment in First American Treasury Obligations Fund is a Level 1 asset.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2025, the District's investments in First American Treasury Obligations Fund were rated AAAM by Standard & Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in First American Treasury Obligations Fund represent 100% of District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2025 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.

NOTE C – SPECIAL ASSESSMENT REVENUES

Assessments are non-ad valorem assessments on benefited property within the District. Operating and Maintenance Assessments are based upon the adopted budget and levied annually at a public hearing by the District. Debt Service Assessments are levied when bonds are issued and collected annually. The District may collect assessments directly or utilize the uniform method of collections (Chapter 197.3632, Florida Statutes). Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are due and payable on November 1 or as soon as the assessment roll is certified and delivered to the Tax Collector. Per Section 197.162, Florida Statutes discounts are allowed for early payment at the rate of 4% in November, 3% in December, 2% in January, and 1% in February. Assessments paid in March are without discount.

Del Webb Bexley Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE C – SPECIAL ASSESSMENT REVENUES (CONTINUED)

All unpaid assessments become delinquent as of April 1. Virtually all unpaid assessments are collected via the sale of tax certificates on, or prior to, June 1; therefore, there were no material amounts receivable at fiscal year-end. Assessment levied for the 2024-2025 fiscal year were levied in July 2024.

NOTE D – CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2025 was as follows:

	Balance October 1, 2024	Additions	Disposals	Balance September 30, 2025
<u>Governmental activities:</u>				
Capital assets, being depreciated:				
Infrastructure	\$ 7,710,395	\$ -	\$ -	\$ 7,710,395
Less accumulated depreciation for:				
Infrastructure	(1,503,436)	(316,513)	-	(1,819,949)
Total Capital Assets Depreciated, Net	<u>\$ 6,206,959</u>	<u>\$ (316,513)</u>	<u>\$ -</u>	<u>\$ 5,890,446</u>

Depreciation of \$316,513 was charged to physical environment.

NOTE E – LONG-TERM DEBT

Governmental Activities

The following is a summary of activity for long-term debt of the Governmental Activities for the year ended September 30, 2025:

Long-term debt at October 1, 2024	\$ 9,430,000
Principal payments	<u>(210,000)</u>
Long-term debt at September 30, 2025	<u>\$ 9,220,000</u>

Long-term debt for Governmental Activities is comprised of the following:

Special Assessment Revenue Bonds

\$10,180,000 Series 2018 Bonds are due in annual principal installments beginning May 2021, maturing May 2049. Interest is due semi-annually on May 1 and November 1, beginning May 1, 2019, at variable rates of 4.20% to 5.40%. Current portion is \$195,000.

\$ 9,220,000

Del Webb Bexley Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE E – LONG-TERM DEBT (CONTINUED)

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2025 are as follows:

Year Ending September 30,	Principal	Interest	Total
2026	\$ 195,000	\$ 489,823	\$ 684,823
2027	205,000	480,804	685,804
2028	210,000	471,323	681,323
2029	230,000	461,610	691,610
2030	240,000	449,420	689,420
2031-2035	1,420,000	2,040,930	3,460,930
2036-2040	1,850,000	1,621,700	3,471,700
2041-2045	2,410,000	1,067,850	3,477,850
2046-2049	2,460,000	341,010	2,801,010
Totals	<u>\$ 9,220,000</u>	<u>\$ 7,424,470</u>	<u>\$ 16,644,470</u>

Summary of Significant Bond Resolution Terms and Covenants

Significant Bond Provisions

The Series 2018 Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time after November 1, 2029 at a redemption price equal to the principal amount of the Series 2018 Bonds to be redeemed, plus accrued interest to the date of redemption. The Series 2018 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture requires certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

1. Reserve Fund – The 2018 Reserve Account is funded from the proceeds of the Series 2018 Bonds in an amount equal to the fifty percent of the maximum annual debt service with respect to the Series 2018 Bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

Del Webb Bexley Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE E – LONG-TERM DEBT (CONTINUED)

Depository Funds (Continued)

The following is a schedule of required reserve balance as of September 30, 2025:

	<u>Reserve Balance</u>	<u>Reserve Requirement</u>
Series 2018 Special Assessment Bonds	<u>\$ 348,738</u>	<u>\$ 343,118</u>

NOTE F – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. There were no claims or settled claims from these risks that exceeded commercial coverage in the last three years.

NOTE G – SUBSEQUENT EVENT

In November 2025, the District made a \$5,000 prepayment on the Series 2018 Bonds.

In February 2026, the District made a \$15,000 prepayment on the Series 2018 Bonds.

In May 2026, the District made a \$5,000 prepayment on the Series 2018 Bonds.



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Del Webb Bexley Community Development District
Pasco County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements, as listed in the table of contents, of Del Webb Bexley Community Development District, as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated July 30, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Del Webb Bexley Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Del Webb Bexley Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Del Webb Bexley Community Development District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.



To the Board of Supervisors
Del Webb Bexley Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Del Webb Bexley Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

July 30, 2026



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

MANAGEMENT LETTER

To the Board of Supervisors
Del Webb Bexley Community Development District
Pasco County, Florida

Report on the Financial Statements

We have audited the financial statements of the Del Webb Bexley Community Development District as of and for the year ended September 30, 2025, and have issued our report thereon dated July 30, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated July 30, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding financial audit report.



To the Board of Supervisors
Del Webb Bexley Community Development District

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not Del Webb Bexley Community Development District met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that Del Webb Bexley Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Del Webb Bexley Community Development District. It is management's responsibility to monitor Del Webb Bexley Community Development District's financial condition; and our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information below was provided by management and has not been audited by us; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, Del Webb Bexley Community Development District reported:

- 1) The total number of District employees compensated in the last pay period of the District's fiscal year as: 0
- 2) The total number of independent contractors, defined as individuals or entities that receive 1099s, to whom nonemployee compensation was paid in the last month of the District's fiscal year as: 1
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$16,729.54
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2024, together with the total expenditures for such project as: N/A
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The Board did not amend the budget.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
Del Webb Bexley Community Development District

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)9, Rules of the Auditor General, Del Webb Bexley Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District as:
\$581.82 for the General Fund and \$680.00 for the Debt Service Fund
- 2) The amount of special assessments collected by or on behalf of the District as:
\$1,178,878.15
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds are as follows: \$9,220,000 Series 2018 Bonds due May 2049

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that has occurred or is likely to have occurred, that has an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

July 30, 2026



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

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Suite 200
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**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH
SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Del Webb Bexley Community Development District
Pasco County, Florida

We have examined Del Webb Bexley Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2025. Management is responsible for Del Webb Bexley Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Del Webb Bexley Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Del Webb Bexley Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Del Webb Bexley Community Development District's compliance with the specified requirements.

In our opinion, Del Webb Bexley Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2025.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

July 30, 2026

Tab 11



Technical Memorandum

Date: Aug 5, 2026

To: Del Webb Bexley CDD

Project Name: Pond 2 Project

From: Kirk Wagner

Location: Del Webb Bexley Pond 2

Subject: Final Completion Report

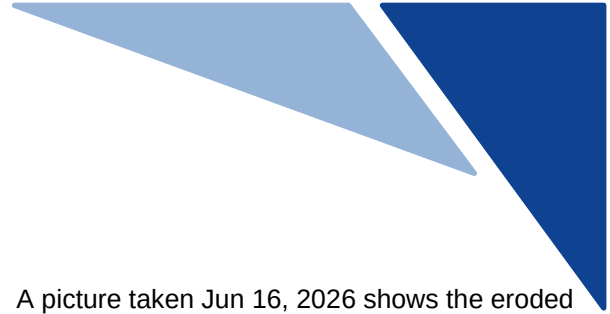
On Aug 4th, 2026, a site visit was completed by Stephen Brletic and Kirk Wagner from BDi Engineering, Gerry Fezzuoglio, CDD BOS representative, and Matt Jones with Crosscreek Environmental, contractor for the stormwater pond 2 bank restoration and stabilization project. The site visit was a final inspection of the project.

Crosscreek Environmental has indicated they are complete with the bank restoration per the contract and scope of work between the CDD and Crosscreek Environmental. The scope of work included:

- Use and installation of Crosscreek Environmental proprietary bank restoration and stabilization system.
- Permanent base bag, from the proprietary system, filled and stabilized.
- Sacrificial bag, from the proprietary system, filled with sediment from pond bottom, then cut open and the fill spread on top of base bag.
- The eroded gullies between residential properties were filled and graded.
- Coconut fiber mat and sod installed over all exposed soil of the restored bank areas.
- Watering and maintenance of the sod to achieve survivability for 30 days after the final area of sod was installed.

Observations from the site visit:

1. Multiple scours / washouts / eroded areas / settlements were observed, creating multiple depressions and holes within the restored bank.
2. The two mitered end sections to be armored for erosion were indicated to have been completed, however, probing under the MES pour indicates voids still exist under the concrete structures. All voids were to be filled with flowable concrete based on the alternative MES armoring proposed by Crosscreek Environmental.
3. Entirety of project does not exhibit a consistent 4:1 bank slope from top of bank to toe of the slope. Examples are areas behind new repair are at lower elevation than the newly repaired areas creating a bowl and restricts normal runoff or areas that were filled behind the repair have washed out completely leaving significant gullies. There should be a smooth consistent line from top of bank to toe of bank with minor elevation changes that do not impact conveyance of water to the pond. This was communicated in the scope of work documents in the RFP.
4. Areas of the permanent base bag of the proprietary system exhibited significant settlement creating depressions in the base bag run of the system.
5. Mitered end section at 4745 Ballast Crest Cove had a visible depression and/or eroded area behind and upslope of the MES and toe of bank. This depression / eroded area was an existing issue when the



project commenced and remained during the project. A picture taken Jun 16, 2026 shows the eroded area under the MES pour.

6. Observations of the installed sod:
 1. Uneven in overall appearance and walkability.
 2. Multiple areas of the new sod are little pieces of sod and not large panels or from large rolls of sod.
 3. Multiple areas where large portions of the sod exhibit no greening up or active growth of the sod.
7. The following pages include picture reports from the final and substantial completion site visits.

Next Step(s):

1. Contractor to provide the following to address each of the above mentioned items observed from the site visit:
 - a. Description of corrective measure(s) the contractor will take to address all punch list items/concerns, current and previous issues.
 - b. Time frame that is needed to make necessary repairs.
 - c. Expected start date the contractor to begin the corrective measures.



Photo taken on Jun 16, 2026, showing the eroded area
under the MES pour



Pictures of
Final Completion
Site Visit
August 4th 2026









4823 Maritime Waters Ct, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:25:52

4823 Maritime Waters Ct, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:25:46



4797 Maritime Waters Ct, Land O' Lakes, FL 34638, USA



4797 Maritime Waters Ct, Land O' Lakes, FL 34638, USA





4797 Maritime Waters Ct, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:24:38

4797 Maritime Waters Ct, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:24:30



4785 Maritime Waters Ct, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:24:02

4785 Maritime Waters Ct, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:23:28



4785 Maritime Waters Ct, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:23:20

4781 Maritime Waters Ct, Land O' Lakes, FL 34638, USA



Base bag settlement

Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:23:11



4781 Maritime Waters Ct, Land O' Lakes, FL 34638, USA

Depression / hole where
restoration projects meets
existing bank

Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:22:29

4780 Maritime Waters Ct, Land O' Lakes, FL 34638, USA

Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:21:34



4780 Maritime Waters Ct, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:21:27

4780 Maritime Waters Ct, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:21:19



4780 Maritime Waters Ct, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:21:00

4780 Maritime Waters Ct, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:20:51



4780 Maritime Waters Ct, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:20:43

4792 Maritime Waters Ct, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:20:19





4828 Maritime Waters Ct, Land O' Lakes, FL 34638, USA

Base bag settlement, Settling or eroding of sacrificial bag fill and settling or incomplete filling of washed out area behind bag system



Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:18:28

4828 Maritime Waters Ct, Land O' Lakes, FL 34638, USA

Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:18:24









4777 Archboard Pl, Land O' Lakes, FL 34638, USA



4777 Archboard Pl, Land O' Lakes, FL 34638, USA









4741 Archboard Pl, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:14:17

4729 Archboard Pl, Land O' Lakes, FL 34638, USA



Pond 2

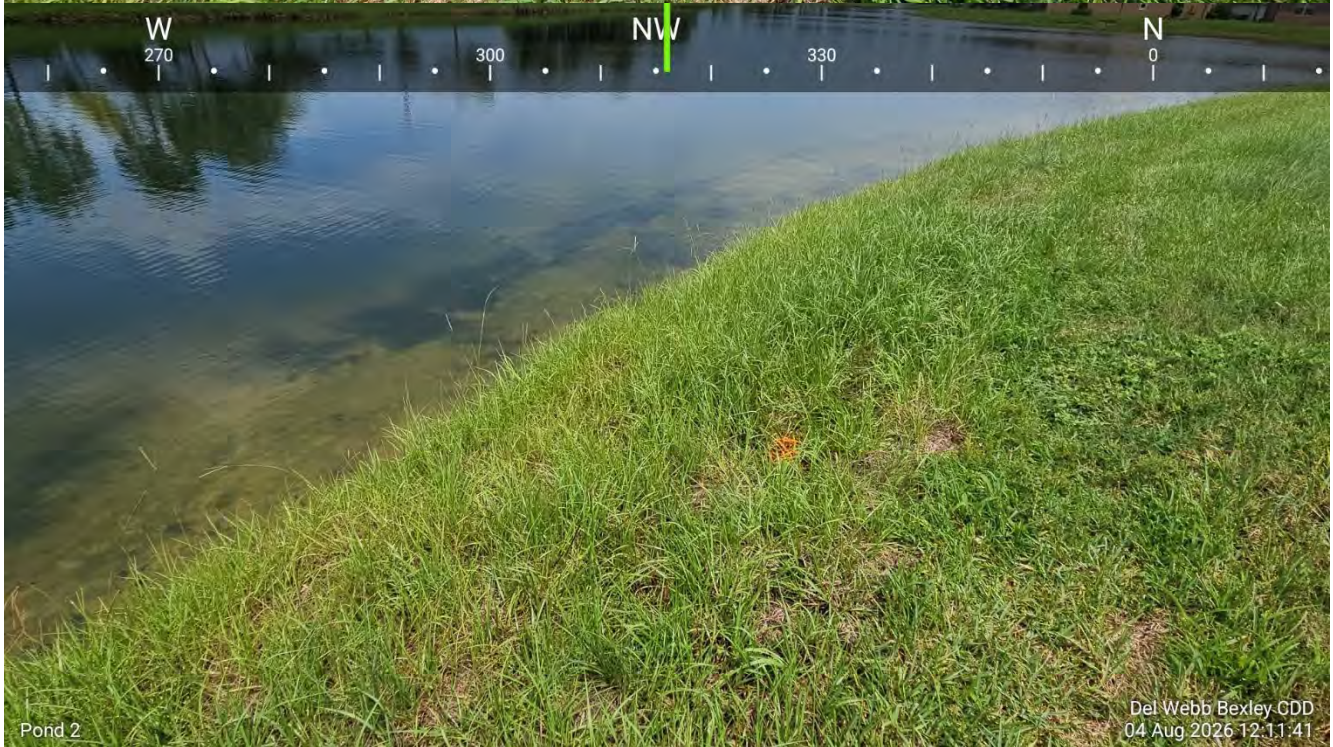
Del Webb Bexley CDD
04 Aug 2026 12:14:00







4693 Archboard Pl, Land O' Lakes, FL 34638, USA











4716 Archboard Pl, Land O' Lakes, FL 34638, USA

Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:07:11

4716 Archboard Pl, Land O' Lakes, FL 34638, USA

Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:07:10

4728 Archboard Pl, Land O' Lakes, FL 34638, USA

Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:06:54

4728 Archboard Pl, Land O' Lakes, FL 34638, USA

Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:06:37







4776 Archboard Pl, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:03:44

4776 Archboard Pl, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:03:23

4745 Ballast Crst Cv, Land O' Lakes, FL 34638, USA

Void under MES pour;
see first picture in
report

Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:02:24

4745 Ballast Crst Cv, Land O' Lakes, FL 34638, USA

Pond 2

Del Webb Bexley CDD
04 Aug 2026 12:02:15

4713 Ballast Crst Cv, Land O' Lakes, FL 34638, USA



4697 Ballast Crst Cv, Land O' Lakes, FL 34638, USA



4689 Ballast Crst Cv, Land O' Lakes, FL 34638, USA



4689 Ballast Crst Cv, Land O' Lakes, FL 34638, USA





4673 Ballast Crst Cv, Land O' Lakes, FL 34638, USA



4673 Ballast Crst Cv, Land O' Lakes, FL 34638, USA





4657 Ballast Crst Cv, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 11:58:18

4643 Ballast Crst Cv, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 11:57:51





4611 Ballast Crst Cv, Land O' Lakes, FL 34638, USA



Del Webb Bexley CDD
04 Aug 2026 11:55:55

4603 Ballast Crst Cv, Land O' Lakes, FL 34638, USA



Del Webb Bexley CDD
04 Aug 2026 11:54:54



4603 Ballast Crst Cv, Land O' Lakes, FL 34638, USA



Pond 2

Del Webb Bexley CDD
04 Aug 2026 11:54:46



Pictures of
Pond 2 Project
Substantial Completion
Site Visit
July 1, 2026



19621 Coastal Shr Ter, Land O' Lakes, FL 34638, USA

● 28.228325, -82.501217 ±16ft



Pond 2 Project

Del Webb Bexley CDD
01 Jul 2026 10:38:34

19621 Coastal Shr Ter, Land O' Lakes, FL 34638, USA

● 28.228314, -82.501239 ±9ft



Pond 2 Project

Del Webb Bexley CDD
01 Jul 2026 10:40:03

19621 Coastal Shr Ter, Land O' Lakes, FL 34638, USA

• 28.228288, -82.501209 ±16ft



19621 Coastal Shr Ter, Land O' Lakes, FL 34638, USA

• 28.228281, -82.501228 ±13ft



19621 Coastal Shr Ter, Land O' Lakes, FL 34638, USA

• 28.228283, -82.501234 ±13ft



Del Webb Bexley CDD
01 Jul 2026 10:40:44

4847 Maritime Waters Ct, Land O' Lakes, FL 34638, USA

• 28.228114, -82.501241 ±16ft



Del Webb Bexley CDD
01 Jul 2026 10:41:11



4809 Maritime Waters Ct, Land O' Lakes, FL 34638, USA

• 28.227639, -82.501543 ±26ft

Pond 2 Project

Del Webb Bexley CDD
01 Jul 2026 10:50:33

4809 Maritime Waters Ct, Land O' Lakes, FL 34638, USA

• 28.227663, -82.50157 ±49ft

Pond 2 Project

Del Webb Bexley CDD
01 Jul 2026 10:54:33

4809 Maritime Waters Ct, Land O' Lakes, FL 34638, USA

● 28.227667, -82.501544 ±9ft



4797 Maritime Waters Ct, Land O' Lakes, FL 34638, USA

● 28.227512, -82.501639 ±9ft



4785 Maritime Waters Ct, Land O' Lakes, FL 34638, USA

• 28.226964, -82.501831 ±9ft



Pond 2 Project

Del Webb Bexley CDD
01 Jul 2026 11:05:20

4781 Maritime Waters Ct, Land O' Lakes, FL 34638, USA

• 28.226613, -82.50143 ±9ft



Pond 2 Project

Del Webb Bexley CDD
01 Jul 2026 11:09:07

4804 Maritime Waters Ct, Land O' Lakes, FL 34638, USA

• 28.227169, -82.500559 ±13ft



Pond 2 Project

Del Webb Bexley CDD
01 Jul 2026 11:12:55

4804 Maritime Waters Ct, Land O' Lakes, FL 34638, USA

• 28.227157, -82.500561 ±9ft



Pond 2 Project

Del Webb Bexley CDD
01 Jul 2026 11:13:49

4828 Maritime Waters Ct, Land O' Lakes, FL 34638, USA

● 28.227337, -82.500551 ±16ft



4840 Maritime Waters Ct, Land O' Lakes, FL 34638, USA

● 28.227658, -82.500405 ±9ft



4840 Maritime Waters Ct, Land O' Lakes, FL 34638, USA

• 28.227653, -82.500382 ±9ft

Pond 2 Project

Del Webb Bexley CDD
01 Jul 2026 11:17:49

19539 Coastal Shr Ter, Land O' Lakes, FL 34638, USA

• 28.22753, -82.500173 ±9ft

Pond 2 Project

Del Webb Bexley CDD
01 Jul 2026 11:19:54

19557 Coastal Shr Ter, Land O' Lakes, FL 34638, USA

• 28.227534, -82.50019 ±9ft



4777 Archboard Pl, Land O' Lakes, FL 34638, USA

• 28.22689, -82.500396 ±9ft



4765 Archboard Pl, Land O' Lakes, FL 34638, USA

• 28.226727, -82.500441 ±9ft



Pond 2 Project

Del Webb Bexley CDD
01 Jul 2026 11:27:23

4729 Archboard Pl, Land O' Lakes, FL 34638, USA

• 28.226412, -82.500641 ±9ft



Pond 2 Project

Del Webb Bexley CDD
01 Jul 2026 11:28:41

4705 Archboard Pl, Land O' Lakes, FL 34638, USA

● 28.226089, -82.501012 ±13ft



4705 Archboard Pl, Land O' Lakes, FL 34638, USA

● 28.226054, -82.500995 ±9ft









4716 Archboard Pl, Land O' Lakes, FL 34638, USA

● 28.225798, -82.499856 ±203ft



Pond 2 Project

Del Webb Bexley CDD
01 Jul 2026 11:53:43

4643 Ballast Crst Cv, Land O' Lakes, FL 34638, USA

● 28.225218, -82.499599 ±13ft



Pond 2 Project

Del Webb Bexley CDD
01 Jul 2026 11:53:57

4603 Ballast Crst Cv, Land O' Lakes, FL 34638, USA

● 28.224496, -82.500072 ±13ft



Pond 2 Project

Del Webb Bexley CDD
01 Jul 2026 11:56:44



4603 Ballast Crst Cv, Land O' Lakes, FL 34638, USA

● 28.224419, -82.500145 ±9ft



4603 Ballast Crst Cv, Land O' Lakes, FL 34638, USA

● 28.224229, -82.500222 ±13ft



Tab 12

Jonathan J. Ellis, Esq.
Shareholder
Board Certified Specialist, Condominium and Planned
Development Law
Phone: 813.954.8454 Fax: 813.286.7683
jellis@beckerlawyers.com



1511 N. Westshore Blvd.
Suite 1000
Tampa, FL 33607

July 20, 2026

VIA DOCUSIGN -

Del Webb Bexley Community Development District
c/o 3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Re: Engagement of Becker – Claims against Pulte Home Company

Dear _____:

This letter and the accompanying Terms of Engagement confirm the terms of the engagement of Becker & Poliakoff, P.A. (“Becker” or the “Firm”) to represent Client Name (“Client”) with respect to the above matter.

Services will be provided at rates between \$300 and \$865 per hour depending upon the skill and experience of the attorney. Patrick C. Howell is the lawyer who will have primary responsibility for your case and will bill at the rate of \$415.00 per hour. Paralegal services will be provided at the rate of \$225-\$290 per hour depending upon the skill and experience of the paralegal, and \$290 per hour for Law Clerks. Kindly forward an initial fee and cost deposit in the amount of \$2,500.00 which will be applied to attorney’s fees and costs incurred. The Firm reserves the right to request additional fee and cost deposits based upon the exigencies of the case.

The Firm’s Terms of Engagement below are incorporated herein by reference. Kindly sign and return this letter along with the initial fee and cost deposit.

Thank you for the confidence you have shown in our Firm.

Sincerely,

A handwritten signature in purple ink that reads "Jonathan J. Ellis". The signature is written in a cursive, flowing style.

Jonathan J. Ellis

Encl: Terms of Engagement

Del Webb Bexley Community Development District

July 20, 2026

Page 2

AGREED AND ACCEPTED:

DEL WEBB BEXLEY COMMUNITY
DEVELOPMENT DISTRICT

(Signature)

Date _____

(Print Name) An authorized representative

(Title)

The following are wiring instructions if you wish to fund the fee and cost deposit via wire transfer:

CITY NATIONAL BANK
25 W. FLAGLER ST., MIAMI, FL 33130
ABA 066004367
BECKER & POLIAKOFF, P.A. - TRUST ACCOUNT
1 East Broward Blvd. Suite 1800
Fort Lauderdale, FL 33301
ACCOUNT 1954893975

REF: CLIENT: Del Webb Bexley CDD ATTORNEY: J. Ellis/T. Tyler

TERMS OF ENGAGEMENT

Scope of Engagement

We appreciate your decision to retain Becker (the “Firm”) as your legal counsel. The scope of this Engagement is set forth in the accompanying letter. We will provide only legal services. While we may discuss the business implications of your matter, you will not rely upon us for business or accounting decisions. Any expressions on our part concerning the potential outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Our opinions are necessarily limited by our knowledge of the facts and are based on the law at the time they are expressed. If the scope of our services is enlarged and, in our judgment, a fee arrangement different from the foregoing would be appropriate, including requiring a deposit against our fee for services rendered and disbursements, we will discuss a separate fee arrangement for that work. Absent such a discussion, our services will be charged as set forth in the accompanying letter.

Fee Arrangement

We encourage flexibility in determining billing arrangements. Where appropriate and cost-effective, other members of the Firm may provide services on your matters. Hourly rates are reviewed annually and may change. You will be notified of any rate changes on the invoices we send you. We generally require a fee and cost deposit in an amount appropriate to the proposed representation. We may request additional fee and cost deposits based upon the circumstances of your case. Unless otherwise agreed in writing, the Firm, in its discretion, may apply the fee and cost deposits to the earliest unpaid fees and costs incurred in the representation. Your responsibility for the professional fees and costs incurred in connection with the Engagement is not contingent upon the outcome of the matter or the result obtained. Legal matters frequently take unexpected courses, and no guarantee can be given regarding either the outcome or the total legal fees and costs incurred in arriving at that outcome.

Engagement of Third Parties

During our representation, it may be appropriate, with your permission, to hire third parties to provide services on your behalf. These services may include tax or financial consultants, litigation experts, or other professionals. Because of the work-product protection afforded to services that an attorney requests from third parties, in certain situations, we may assume responsibility for retaining these providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to those service providers we engage or for reimbursing us for these expenses.

Monthly Invoicing

We invoice professional fees and costs as incurred monthly. Our invoices are due when rendered. In instances in which we represent more than one person or entity with respect to a matter, each person and entity is jointly and severally responsible for our fees and expenses with respect to the representation. If payment is not received in a timely manner, we reserve the right to discontinue services. If you object to any portion of an invoice, you must notify us within thirty (30) days of receipt of the invoice, or any dispute concerning the invoice will be waived. Additionally, if payment is not received within thirty (30) days from the date of the statement, we may impose an interest charge of one and one-half (1.5%) percent per month (an eighteen percent annual percentage rate), from the 30th day after the date of the statement until the statement is paid in full. Failure to charge interest on any occasion will not constitute a waiver of our right to do so on any subsequent occasion. Any payment made on past-due statements is applied first to the oldest outstanding statement. If legal action is required to collect past-due accounts, the Firm is entitled to recover its reasonable costs and attorney’s fees, at all trial and appellate levels, including the attorneys’ fees and costs to determine the amount of attorneys’ fees and costs, and including the value of time expended by the Firm in pursuing such legal action, even when the Firm represents itself. **IN THE EVENT OF A DISPUTE OVER THE AMOUNT OF LEGAL FEES CHARGED OR THE MANNER, NATURE OR EXTENT OF LEGAL SERVICES PROVIDED, YOU AGREE YOU**

TERMS OF ENGAGEMENT

HAVE WAIVED THE RIGHT TO A TRIAL BY JURY. In any such litigation, jurisdiction and venue will lie in the court of competent jurisdiction in Broward County, Florida.

Expenses/Disbursements

In addition to our fees, our statements will set forth expenses incurred and costs advanced on your behalf for which you are responsible. It is our policy not to advance any substantial costs or expenses. We may ask you to make direct payment or provide us with necessary funds should such costs or expenses be anticipated. Advanced expenses generally include items such as travel, parking, postage, filing, recording, certification, and registration fees charged by governmental bodies. Other charges typically include large-scale printing, scanning charges for digital or electronic images, overnight courier services, and complex electronic discovery processing and production (including, but not limited to, data hosting, analytical tools, and artificial intelligence). Instead of billing you for telephone conference fees, facsimiles, routine printing, scanning, and photocopying, we may elect to charge a one-time fee of .75/megabyte of stored records, rounded up to the nearest dollar. This electronic records fee will be charged each time new records are added to the database, and there will be no recurring storage charge. If you remit payment by credit card, a processing fee will be charged.

Client Responsibilities

In addition to any other obligations expressly set forth in this Agreement, the Client agrees that it will, to the best of its ability and knowledge, provide true and accurate information with respect to any matter for which the Firm is requested to render services under this Agreement. The Client must promptly respond to Firm communications and information requests. The Firm will also respond promptly and diligently to all Client requests. Litigation may require the Client and the Client's representatives to devote substantial time to the discovery process. In the event such failure compromises our ability to continue the Engagement, you consent to our

withdrawal as attorney of record in any suit to which you are a party.

Conflicts Waiver

The Firm provides a wide range of services to corporations and individuals, including private and public transactions in numerous industries. Without a conflict waiver, conflicts of interest may arise that could deprive you or other clients of the right to select the Firm as their counsel. A conflict may arise either from a relationship we have with another client or former client or from other interests or relationships that could be perceived to affect our ability to exercise independent judgment and zealously pursue objectives. At the present time, there is no conflict. If we become aware of a conflict of interest, we will promptly notify you and seek your waiver of the conflict.

Trust Funds

If we receive advanced funds belonging to the Client that are to be placed in an escrow account or held for a specific purpose (other than advanced for our professional fees and costs), we will place these funds in a pooled trust account, pursuant to local bar rules. Unless we make a separate arrangement with you, the funds will be deposited in a non-interest-bearing account. The Client acknowledges and agrees that funds held on the Client's behalf in the Firm's IOLTA, escrow or trust accounts may exceed the limits of FDIC insurance. The Client further acknowledges and agrees that all funds held on the Client's behalf in the Firm's accounts will be held in a single account regardless of whether those funds exceed the limits of FDIC insurance. The Firm is not responsible for any loss caused by a bank failure regardless of whether the funds were covered by FDIC insurance.

Attorney-Client Privilege

The attorney-client privilege protects oral and written communications between us that are related to the performance of legal services – subject to limited exceptions – so long as you do not waive the privilege. The privilege can be inadvertently waived

TERMS OF ENGAGEMENT

if you disclose all or part of those communications to anyone else. The use of social media, such as Facebook®, Instagram®, X®, or LinkedIn® (etc.), may jeopardize this confidentiality. Please be advised that if we believe that you have used social media in a manner that compromises our ability to represent your interests, we reserve the right to terminate the Engagement.

Authorization

We presume that all matters referred to us by you have been duly authorized. Our client is the person or entity to whom the accompanying letter is addressed. If our client is an entity, we do not represent the owners, employees, or agents of the entity - - even though we may be selected, approved, and/or paid by them - - and our duty shall be to serve the interests of the corporate entity. Of course, we can also represent individual officers, shareholders, partners, members, managers, and others related to the entity, provided there is no conflict with the entity's interests, but any such representation will be subject to a separate agreement. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

Marketable Record Title Act (“MRTA”) and Covenant Extinguishment

Pursuant to Florida’s Marketable Record Title Act (“MRTA”), certain covenants and restrictions applicable to planned residential communities are extinguished by law after 30 years. Certain covenants and restrictions may also expire on their own terms, regardless of MRTA. There are procedures for preventing MRTA extinguishment and revival after extinguishment. There may or may not be procedures for the extension or revival of covenants and restrictions that have otherwise expired. The Firm is not responsible for detecting, calendaring, or otherwise addressing these issues

unless requested in writing by the Association at the Association’s expense.

Use of Artificial Intelligence (“AI”)

The Firm may use various Artificial Intelligence (“AI”) tools during the representation of our clients, including advanced legal research platforms and proprietary solutions, such as Westlaw Precision, that incorporate artificial intelligence and analytics to enhance the speed and quality of legal research. In matters requiring substantial research, we may apply a designated hourly rate that reflects the added value and efficiency these tools provide. When these tools are used on your matter, the hourly rate charged for a matter will be increased by \$120 per hour for Westlaw Precision and \$55 per hour for Practical Law. This rate will appear on your invoice and will not include a separate disbursement or line-item charge for the research platform itself. By signing this agreement, you consent to the firm using those tools in connection with your matter and acknowledge that research-related costs may be recovered through this AI-enhanced hourly rate. You will not be billed any separate charges for use of these AI tools. These rates are reviewed annually and may change. You will be notified of any rate changes on the invoices we send you.

Use of AI – Preservation Privileges

Communications between the Client and the Firm are protected by the attorney–client privilege and, where applicable, the attorney work-product doctrine. You should not upload, copy, paste, summarize, or otherwise disclose any communications from the Firm, or information reflecting the Firm’s legal advice, mental impressions, strategies, or work product, to any artificial intelligence platform, large-language model, chatbot, or similar system (whether free or paid, public or private), including but not limited to generative artificial intelligence tools.

You are further cautioned that disclosing legal communications or case-related information to an artificial intelligence platform may constitute disclosure to a third-party and may result in a waiver

TERMS OF ENGAGEMENT

of the attorney–client privilege and/or work-product protection. The Firm has no ability to control how such platforms store, use, retain, or disclose information submitted by users.

In addition, you should not pose questions to artificial intelligence applications regarding any pending or anticipated legal matter, including factual scenarios, strategy considerations, or requests for legal analysis related to the Firm’s representation. Information input by you, as well as responses generated by the artificial intelligence system, may be stored, retrievable, or otherwise subject to disclosure and may be discoverable and subject to production in litigation, arbitration, or regulatory proceedings.

You agree that the Firm shall have no responsibility or liability for any loss of privilege, work-product protection, confidentiality, or strategic position arising from your use of artificial intelligence tools contrary to this provision.

Record Retention and Destruction Policy

In the event of termination of the Engagement, any non-public information supplied to us or created during this Engagement will be kept confidential in accordance with applicable rules of professional conduct. At your request, your file will be returned to you as promptly as possible. You may request a copy of your file in writing, which excludes Firm work product, administrative materials, internal Firm communications, and billing and financial data. Your request will be processed pursuant to the Firm’s Retention Policy, which provides for destruction seven (7) years after an engagement is concluded, except Estate Planning matters, which are destroyed ten (10) years after completion. We will notify you in advance regarding the fee we will charge for a copy of the digital file.

Duty to Preserve Relevant Information

Once you become aware litigation is reasonably foreseeable, a litigant is required to issue a litigation hold and preserve all documents and records as they exist in hard copy and digital form, and to take steps

to prevent the loss of such data. This duty extends to all documents maintained in hard copy and in various electronic forms (*i.e.*, .doc, .xls, .ppt and .pst files). You are required to preserve all electronically stored information (“ESI”) in its native format throughout the course of the litigation. Moreover, the duty to preserve extends to your agents, representatives, employees, partners, or others occupying similar positions or performing similar functions. Information subject to disclosure in litigation may be stored on devices such as laptops and smartphones. It is your responsibility to ensure that no relevant data is lost to routine document destruction policies. The failure to protect this information could result in liability. Thus, it is imperative that you take steps to preserve this information.

Virus and Computer Hacking Protection

During the Engagement, we will exchange electronic documents and emails with you and others. Unfortunately, businesses are often victimized by the creation and dissemination of computer viruses, hackers, malware, ransomware, or similar destructive electronic programs. We take these issues seriously and have invested in software and systems that identify and protect against these threats. We also train lawyers and staff to recognize these issues. Because bad actors can penetrate any computer security system, we cannot guarantee our systems will not be compromised. Thus, we are not responsible for any data breach and make no warranties.

Indemnification

Pursuant to the Fair Debt Collection Practices Act (“FDCPA”), a debt collector may be liable for incorrect statements of amounts due or for any wrong or false statements in connection with the collection of a debt. If the Client, or its manager, requests collection services, the Client shall indemnify and hold the Firm harmless from any cost, expense, judgment, or liability, including all reasonable costs and counsel fees, resulting from the collection services provided to the Client, including claims brought pursuant to the FDCPA. The Client should advise its insurance carriers of this indemnification

TERMS OF ENGAGEMENT

and, if possible, obtain confirmation of coverage. However, this indemnification is not affected by the Client's failure to obtain insurance coverage for this indemnification.

Termination of Services by You

This agreement may be canceled by your written notification to the Firm at any time. If the Firm has performed services, reasonably advanced (or agreed to advance) funds, or incurred (or agreed to incur) costs in representation of your interests prior to such notification, the Firm is entitled to be paid and reimbursed for such services, advances, and costs at our agreed-upon rates.

Withdrawal by the Firm

We reserve the right to terminate our representation if circumstances arise that lead us to believe we can no longer provide effective representation. In the event of withdrawal by the Firm, we shall be entitled to receive the reasonable value of our services through the date of termination. If your signature is required, you agree to execute such documents to facilitate the withdrawal. It is further agreed that we may present this Agreement to the authority from whose jurisdiction we wish to withdraw as constituting your consent to our withdrawal.

Future Matters

Unless otherwise agreed to in writing, the same terms will apply to any work performed by us in the future, even if it is unrelated to the scope of this Engagement unless we agree to a different economic relationship in a separate written Engagement Agreement.

Tab 13



Del Webb Community Development District Waterway Inspection Report

Reason for Inspection:

Quality Assurance

Inspection Date:

8/5/2026

Prepared for:

Del Webb

Community Development District

Prepared by:

Jacob Adams, Project Manager & Biologist

Jason Jaszak-Regional Manager

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Site Assessments

Pond 1

Comments:

Pond 1 looks good.

Previously, trace amounts of decaying Slender Spike Rush were present. This has continued to reduce and was not present during this inspection. Previous treatments also targeted minimal amounts of shoreline weeds and grasses, with positive results observed. Water level is at a normal level. Fountain was operational.



Pond 2

Comments:

Pond 2 looks good.

The water level has returned to a normal level. Previous treatments have targeted minimal growth of submersed weeds, algae, and shoreline weed growth. Positive results have been seen from these treatments, with no issues observed during this inspection with new growth. A few erosion areas are present on the recently repaired pond bank. Fountains were operational



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Site Assessments

Pond 3

Comments:

Pond 3 looks good overall.

Minimal amounts of new algae growth was observed in a few small areas around the pond perimeter. Upcoming treatments will targeted this new growth to reduce and keep new growth to a minimum. No issues were observed with submersed weed or shoreline weeds.



Pond 4

Comments:

Pond 4 looks good.

Previous treatments of the shoreline perimeter have resulted in minimal to no new growth of aquatic weeds and invasive grasses. No issues were observed with algae or submersed weeds. The pond's water level has increased to a normal level.



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Site Assessments

Pond 5

Comments:

Pond 5 looks good overall.

Previous treatments have continued to target new algae growth. No new growth of algae was observed during this inspection, and only a trace amount of previously treated algae remains. Follow up treatments will continue to target algae growth when observed. No other issues were observed.



Pond 6

Comments:

Normal growth observed.

Minimal amounts of algae, and minor amounts of submersed Slender Spike Rush growth were observed. This new growth will continue to be targeted during the upcoming treatments. No issues were observed with shoreline weeds and grasses along the perimeter. Fountain is operational.



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Site Assessments

Pond 7

Comments:

Pond 7 continues to look great.

Past treatments for minimal amounts of shoreline weeds and invasive grasses continue to show positive results. Minimal to no new growth was observed. The water level slightly below a normal level. No issues were observed with algae or submersed weeds.



Pond 8

Comments:

Pond 8 looks good.

Shoreline weed and invasive grass treatments were previously performed. These treatments targeted minimal amounts of Torpedograss and other invasive shoreline weeds around the perimeter. Positive results continue to be seen from these treatments. No other issues were observed on pond 8. Fountain was operational.



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Site Assessments

Pond 9

Comments:

Pond 9 looks good.

Previous treatments have targeted minimal amounts of algae and submersed weed growth. Positive results have continued to be seen from these treatments with no issues observed. The water level has increased to a normal level.



Pond 10

Comments:

Pond 10 looks good overall.

A trace amount of planktonic algae was observed on this pond. This new growth is extremely minimal and will be targeted during the upcoming treatments. No issues were observed with submersed weeds or shoreline weeds and grass. The water level is near a normal level.



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Site Assessments

Pond 11

Comments:

Pond 11 looks good.

Torpedograss and other shoreline weeds were targeted for treatment on the perimeter. Positive results and a reduction have been seen. The water level has increased to a normal level. A few erosion areas are present along the shoreline perimeter.



Pond 12

Comments:

Normal growth was observed.

A minor amount of algae growth was observed on this pond. This new growth will be targeted for treatment during the upcoming visits. No issues were observed with submersed weeds, floating weeds, or shoreline weeds.



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Site Assessments

Pond 13

Comments:

Pond 13 continues to look good.

Shoreline weeds and invasive grasses were previously treated on this pond and positive results were seen. No issues were observed with algae, submersed weeds, or shoreline weeds. The water level has increased to a normal level. A few minor erosion areas were observed.



Pond 14

Comments:

Pond 14 looks good.

Previous submersed weed treatments have shown positive results. No issues were observed with algae or submersed weeds. The exposed sediment had minimal to no new growth of shoreline weeds or invasive grasses and any new growth will be targeted for treatment. The water level is near a normal level.



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Site Assessments

Pond 15

Comments:

Pond 15 looks good.

The perimeter of the pond was treated for a minimal amount of shoreline weeds and invasive grasses. Positive results and a reduction were observed. No issues were observed with algae, submersed weeds, or shoreline weeds. The water level is at a normal level.



Pond 16

Comments:

Pond 16 looks good.

The exposed sediment along the shoreline perimeter was previously treated for aquatic weeds and invasive grasses. Minimal to no new growth was observed in this area. The water level has increased and is slightly below a normal level.





Site Assessments

Pond 17

Comments:

Pond 17 looks good.

Previous treatments targeted minimal amounts of slender spike rush and shoreline weeds. Positive results have been seen. No issues were observed with algae, submersed weeds, or shoreline weeds and grasses. The water level has increased to a normal level.



Pond 18

Comments:

Pond 18 continues to look good.

Positive results continue to be seen from past treatments performed on this pond. Previous treatments have targeted minimal shoreline weed growth. The water level has increased and is at a normal level. No other issues were observed.



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Site Assessments

Pond 19

Comments:

Pond 19 looks good.

Previous treatments targeted exposed and submersed slender spike rush growth, as well as minimal algae growth. Positive results have been seen from these treatments and no issues were observed on this pond. Fountain is operational.



Pond 20

Comments:

Pond 20 looks good.

The perimeter was previously targeted for minimal new growth of shoreline weeds and invasive grasses. Positive results have been observed from these treatments. No issues were observed during this visit. The water level has returned to a normal level.



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Site Assessments

Pond 21

Comments:

Pond 21 looks good overall.

Only a trace amount of algae was observed on this pond. This new growth will be targeted for treatment during the upcoming visit. The perimeter of the pond was previously treated for shoreline weed and growth growth, with no issues observed.



Pond 22

Comments:

Pond 22 looks good overall.

Minimal to no new growth was observed. Treatments will continue to target minimal new growth of Torpedgrass and slender spike rush when observed. The water level is at a normal level.





Site Assessments

Pond 23

Comments:

Pond 23 looks fantastic!

Previous treatments have shown a drastic improvement on this pond. Previous treatments have targeted slender spike rush and algae growth. No issues were observed with either one. Treatments will continue to targeted these if any new growth is observed.



Pond 24

Comments:

Pond 24 looks good overall.

A trace amount of planktonic algae was observed on this pond. This will be targeted for treatment during the upcoming treatment. Minimal shoreline weeds and grasses were previously treated and show positive results. No other issues were observed and the water level is back at a normal level.



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Site Assessments

Pond 25

Comments:

Pond 25 looks good.

This pond continues to look good. No issues were observed with algae, submersed weeds, or shoreline weeds. The perimeter was previously treated for shoreline weeds and invasive grasses. The water level is at a normal level.



Pond 26

Comments:

Pond 26 looks good.

Previously the perimeter was treated for minimal amounts of aquatic weeds and invasive grasses. Positive results continue to be seen. No issues were observed with algae or submersed weeds. The water level is at a normal level.



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Site Assessments

Pond 27

Comments:

Pond 27 looks good.

No issues were observed with algae, submersed weeds, or shoreline weeds. Previous shoreline weed and invasive grass treatments were performed and positive results were observed. The water level is at a normal level.



Pond 28

Comments:

Pond 28 looks good.

The perimeter was previously treated for shoreline weeds and invasive grasses. Positive results and a reduction were seen. No other issues were observed with algae, submersed weeds, or shoreline weeds. Water level has increased to a normal level.

Fountain was operational.



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Site Assessments

Pond 29

Comments:

Pond 29 looks good.

Previous treatments have targeted a trace amount of slender spike rush growth and positive results continue to be seen. No issues were observed with algae, submersed weeds, or shoreline weeds and grasses. Water level is slightly below normal.



Pond 30

Comments:

Pond 30 looks good.

Trace amounts of algae and shoreline weeds were previously treated with positive results seen. No issues were observed with algae, submersed weeds, or shoreline weeds and grass. The water level has increased but remains low.





Site Assessments

Pond 31

Comments:

Pond 31 looks good.

Previously this pond was targeted for a trace amount of shoreline weeds and invasive grasses on the exposed sediment. Positive results and a reduction were seen. No issues were observed with algae, submersed weeds, or shoreline weeds. The water level has increased but remains low.



Pond 32

Comments:

Pond 32 looks good.

Previous treatments targeted a minimal amount shoreline weeds and invasive grasses. A reduction and positive results were seen. The water level has increased but remains low and some minor erosion areas were observed. No issues were observed with algae, submersed weeds, or shoreline weeds.





Site Assessments

Pond 33

Comments:

Pond 33 looks good.

No issues were observed with algae, submersed weeds, or shoreline weeds. The water level is low. The exposed sediment was previously treated for shoreline weeds and invasive grasses. Positive results were seen. Some areas of minor erosion were present.



Pond 34

Comments:

Pond 34 looks good.

The perimeter was previously treated for shoreline weeds and invasive grasses. The water level is at a normal level. No issues were observed with algae, submersed weeds, or shoreline weeds.



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Site Assessments

Pond 35

Comments:

Pond 35 looks good.

Minimal amounts of shoreline weeds and invasive grasses were previously treated and have shown positive results. No other issues were observed with algae, submersed weeds, or shoreline weeds. The water level is at a normal level.



Pond 36

Comments:

Pond 36 looks good.

No issues were observed on this site with invasive vegetation. This site is functioning as designed.



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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 apron on this pond still persists. Recommend repairing this 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 continues to look good.

Minimal to no new growth of shoreline weeds or grass were observed around the perimeter. Previous treatments continue to show positive results. No issues were observed with algae, submersed weeds, or shoreline weeds. The water level has increased to a normal level.



Pond 40

Comments:

Pond 40 looks good.

The water level has increased and is at a normal level. Shoreline weeds and invasive grasses were previously targeted for treatment on the exposed sediment and positive results were seen. No issues were observed with algae, submersed weeds, or shoreline weeds.



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



Site Assessments

Pond 41

Comments:

Pond 41 looks good.

The exposed sediment around the shoreline was previously treated for a minimal amount of aquatic weeds and invasive grasses. Positive results were observed from this treatment. No issues were observed with algae, submersed weed, or shoreline weeds. The water level has increased and is slightly below a normal level.



Pond 42

Comments:

Pond 42 looks good overall.

A trace amount of planktonic algae was observed in a few small areas of this pond. This new growth will be targeted for treatment during the upcoming visits. No other issues were observed on this pond and the water level is at a normal level.



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

Site Assessments

Pond 43

Comments:

Pond 43 looks good.

No issues were observed with algae, submersed weeds, or shoreline weeds. Treatments have continued to target a minimal amount of shoreline weed and invasive grass growth on the perimeter. The water level is near a normal level.



Pond 44

Comments:

Pond 44 continues to look good.

No issues were observed with algae, submersed weeds, or shoreline weeds. Past treatments targeted algae and Slender Spike Rush and since then, this pond has remained clear of both. The water level is at a normal level.



Site Assessments

Sump 1

Comments:

Site looks good.

No issues were observed on this site and is clear to flow and function properly.



Sump 2

Comments:

Site looks good.

No issues were observed on this site and is clear to flow and function properly.



Site Assessments

Sump 3

Comments:

Site looks good.

No issues were observed on this site and is clear to flow and function properly.



Sump 4

Comments:

Site looks good.

No issues were observed on this site and is clear to flow and function properly.



Site Assessments

Sump 5

Comments:

Site looks good.

No issues were observed on this site and is clear to flow and function properly.



Sump 6

Comments:

Site looks good.

No issues were observed on this site and is clear to flow and function properly.





Site Assessments

Sump 7

Comments:

Site looks good.

No issues were observed on this site and is clear to flow and function properly.



Sump 8

Comments:

Site looks good.

No issues were observed on this site and is clear to flow and function properly.



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

Site Assessments

Sump 9

Comments:

Site looks good.

No issues were observed on this site and is clear to flow and function properly.



Sump 10

Comments:

Site looks good.

No issues were observed on this site and is clear to flow and function properly.



Site Assessments

Sump 11

Comments:

Site looks good.

No issues were observed on this site and is clear to flow and function properly.



Sump 12

Comments:

Site looks good.

No issues were observed on this site and is clear to flow and function properly.



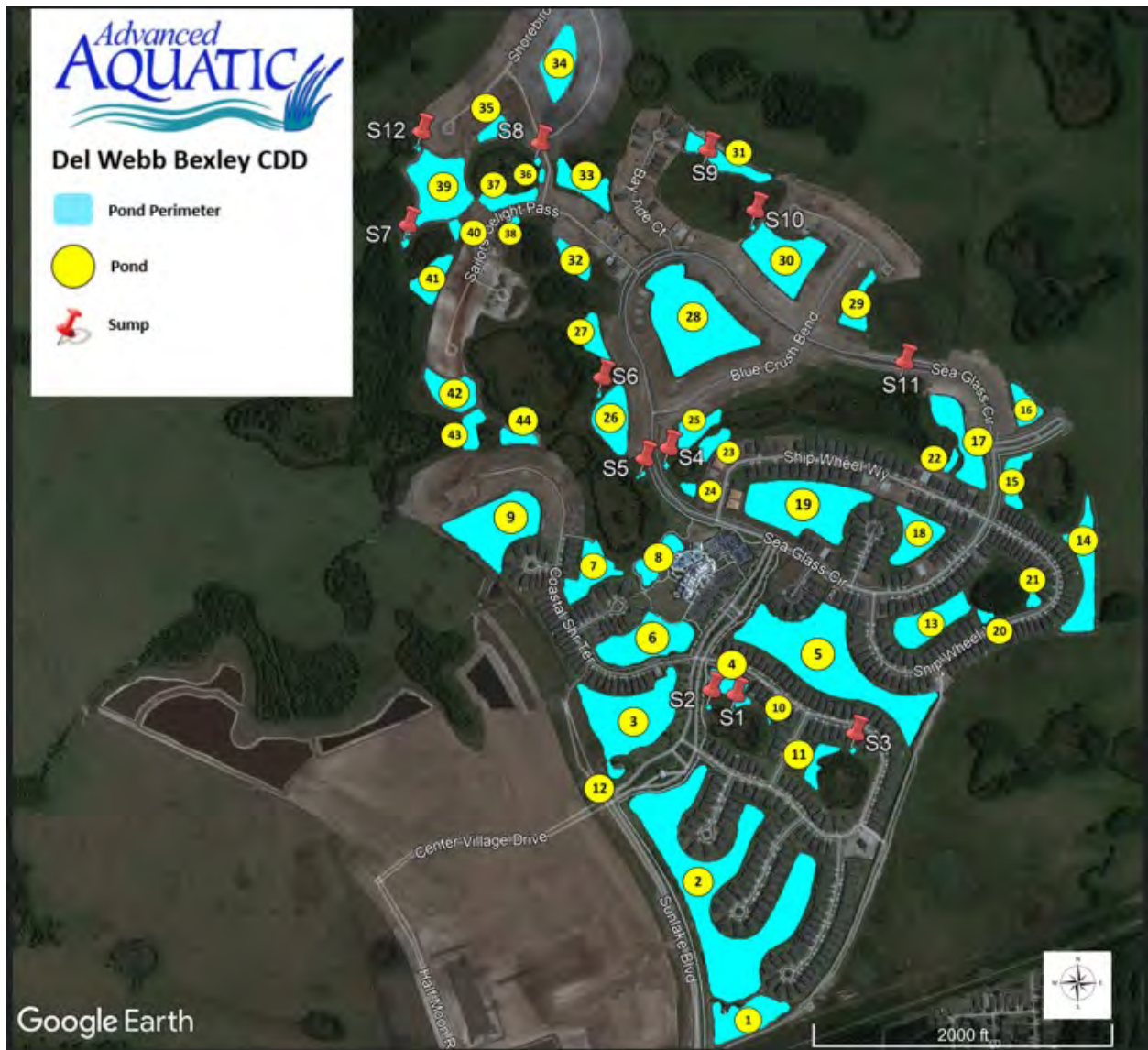


Del Webb Bexley CDD

 Pond Perimeter

 Pond

 Sump



Tab 14



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Regular Meeting:** September 16, 2026 @ 4:00 PM
- **Next Election:** The term expires for Thomas Eurell Seat 1 & John Begg qualified and ran unopposed for Seat 1 & Dennis Bauld qualified and ran unopposed for Seat 2 in the upcoming General Election in November 2026. Newly elected Board members for each seat will have a 4-year term and assume office on the second Tuesday following the General Election on November 3, 2026.

District Manager's Report

August 19

2026

FINANCIAL SUMMARY

6/30/2026

General Fund Cash & Investment Balance: \$396,757

Reserve Fund Cash & Investment Balance: \$77,243

Debt Service Fund Investment Balance: \$711,643

Total Cash and Investment Balances: \$1,185,643

General Fund Expense Variance: \$76,045 Over Budget

D
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L

W
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E
X
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Y

C
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D

Tab 15

Del Webb Bexley CDD

[HTTPS://WWW.DELWEBBBEXLEYCDD.ORG/](https://www.delwebbbexleycdd.org/)

ADA & WCAG AUDIT SUMMARY REPORT

06-26-2026 – QUARTER 2 AUDIT RESULTS & REMEDIATION

CONDUCTED AND REMEDIATED BY:



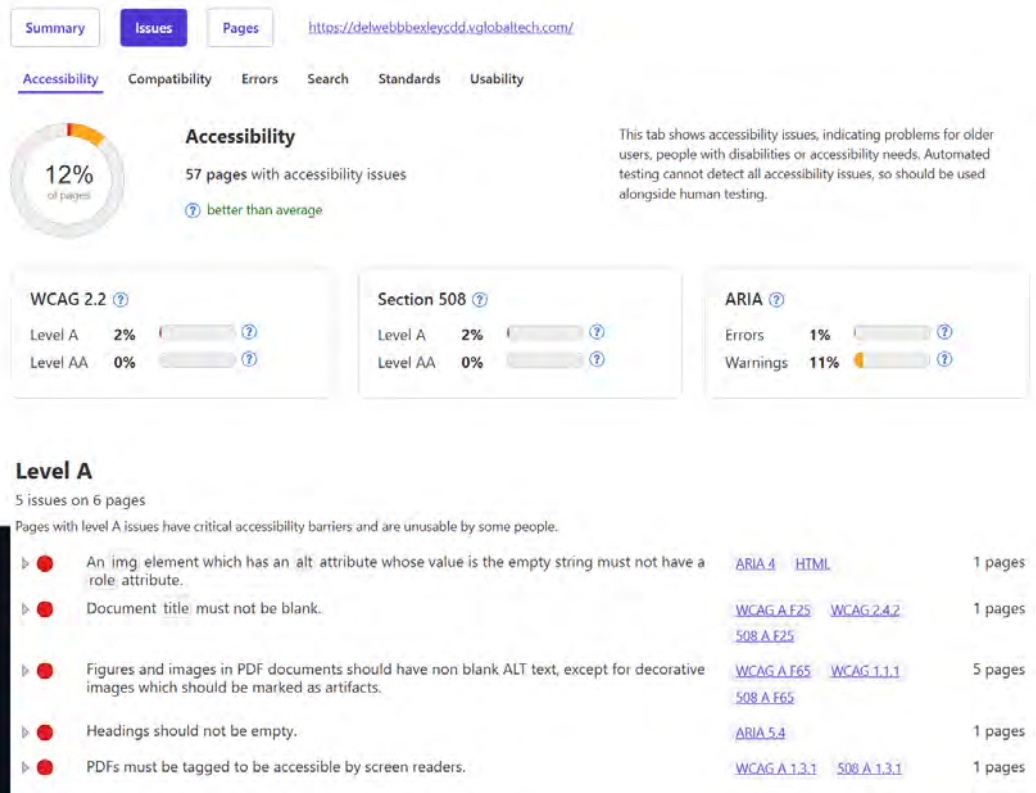
Del Webb Bexley CDD

Audit Date: 26th June 2026 Audit

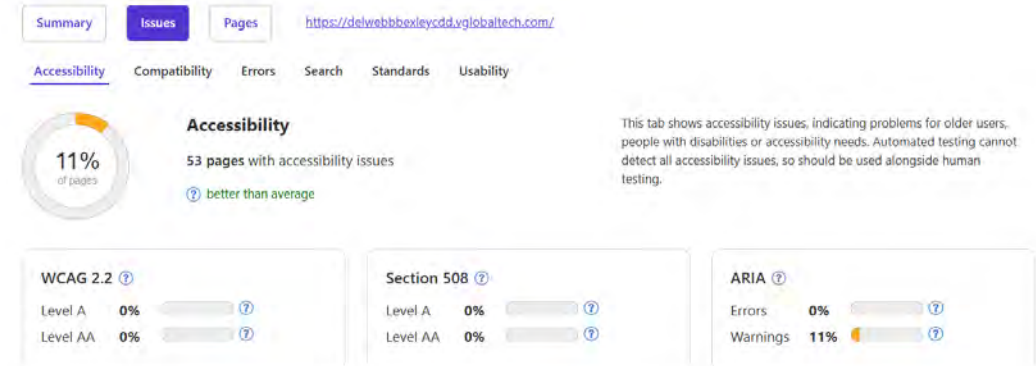
Status: **Passed**

Task List:	● Audit ● Remediate Issues ● Check WordPress Version – Update if Necessary ● Check Plugins Version – Update if Necessary ● Issue Seal
Issues:	● An img element which has an alt attribute whose value is the empty string must not have a role attribute. ● Document title must not be blank. ● Figures and images in PDF documents should have non blank ALT text, except for decorative images which should be marked as artifacts. ● Headings should not be empty. ● PDFs must be tagged to be accessible by screen readers.
Remediation	● Removed the unnecessary role attribute from decorative images that already use an empty alt="". This ensures proper HTML semantics and eliminates redundant ARIA markup while maintaining accessibility compliance. ● Added a descriptive title to the PDF document properties, allowing assistive technologies to correctly identify the document and improving accessibility. ● Added meaningful alternative text to informative images and marked decorative images as artifacts to ensure proper accessibility for screen reader users. ● Removed empty heading elements from the code to maintain a valid and accessible heading structure. ● Added proper accessibility tags to the PDF document, ensuring the content is correctly structured and readable by screen readers.

Before ADA



Audit Results:



- Passed WCAG and Section 508-2017
- Seal Dated 09/2026 has been issued

Tab 16

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, June 17, 2026, 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
Mario Delgado	Board Supervisor, Asst. Secretary
Gerry Fezzuoglio	Board Supervisor, Asst. Secretary
Thomas Eurell	Board Supervisor, Asst. Secretary

Also present were:

Lynn Hayes	District Manager, Rizzetta & Co., Inc.
Jennifer Eybers	District Coordinator, Rizzetta & Co., Inc.
Ryan Dugan	District Counsel, Kutak Rock <i>(via phone)</i>
Stephen Brletic	District Engineer, BDI Engineering
Kirk Wagner	District Engineer, BDI Engineering
Doug Agnew	Representative, Advanced Aquatics
Jason Jaszak	Representative, Advanced Aquatics

Audience	Present
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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

The Board addressed audience comments regarding midge fly infestation concerns around pond #19, wetland encroachment, updates on #2 Pond project, steps to remove dead, invasive, and hazardous vegetation in the wetlands, and the Community Development District's versus the Homeowners Association's responsibility regarding mowing around the ponds.

THIRD ORDER OF BUSINESS**Cease and Desist Letter**

Mr. Hayes and the Board of Supervisors discussed a cease-and-desist letter issued to a resident who cleared a portion of CDD-owned wetland property without authorization, in violation of the district's permit requirements. It was explained that any concerns regarding CDD property must be brought before the Board for consideration and approval prior to any action being taken. The Board of Supervisors noted that work within wetland areas is subject to strict regulatory requirements. Mr. Bauld expressed support for the issuance of the letter, stating it was appropriate under the circumstances. The District Manager further clarified that any fines resulting from the unauthorized activity would be the responsibility of the individual involved and not the district. No other action is required at this time.

SIXTH ORDER OF BUSINESS**Staff Reports****A. Aquatics Update**

Mr. Agnew announced that he will be transitioning from Advanced Aquatics effective July 1, 2026 and introduced Jason Jaszak as his replacement. He thanked the Board of Supervisors for allowing him to service the Del Webb Bexley Community Development District. Mr. Agnew reported that Advanced Aquatics continues to provide weekly management of algae, aquatic weeds, and invasive shoreline vegetation across 44 stormwater ponds and 12 sump areas. A recent algae bloom in Pond #5 was successfully treated, a common occurrence during warmer temperatures. Mr. Agnew also noted that the team routinely inspects for erosion and undermining and recently reported four such issues to the District Engineer, a proactive effort commended by a Board member. In response to a question from Mr. McDermott, Mr. Agnew stated that the triploid grass carp stocked in 16 ponds have proven to be a sound investment, effectively controlling nuisance vegetation such as slender spike rush, and added that the fish are hardy and not threatened by current low water levels. Mr. Delgado requested that Mr. Jaszak continue providing monthly reports in a format suitable for mapping and archival purposes, which Mr. Jaszak agreed to do. The Board of Supervisors expressed its sincere appreciation to Mr. Agnew for his dedicated service and contributions to the district.

B. District Counsel

District Counsel provided an update regarding the Board of Supervisor's request for information on the legal costs associated with preparing the revised Rules of Procedure. After reviewing invoices dating back to January 2025, he reported that the total cost charged to the district for the 74 pages of revisions was \$113.00. Mr. Dugan explained that the cost was kept low because such expenses are allocated across multiple districts, minimizing the financial impact on any single district.

Mr. Eurell provided an update on damages related to repairs of a fractured miter section in Pond 2. He reported that an unintended six-foot drawdown in early 2024 caused significant erosion, with repair costs estimated at approximately \$300,000. Pursuant to prior Board authorization, Mr. Eurell scheduled an exploratory meeting with Homeowners Association attorney Jonathan Ellis and construction defect attorney Patrick Al on June 23, 2026, to discuss potential legal remedies. The Board of Supervisors confirmed that Mr. Eurell is the sole authorized representative for the initial legal review and directed that all related communications be coordinated through him. He will report back to the Board following the meeting. During resident

comments, concerns were raised regarding erosion and a cave-in near Shorebird Branch, which the District Engineer confirmed is on the list of pending repairs.

C. District Engineer

Mr. Brletic presented his report to the Board of Supervisors. Mr. Brletic reviewed Southwest Florida Water Management District (SWFWMD) permit requirements governing wetlands and buffer areas and discussed whether to establish a proactive invasive species management program. The District Engineer explained that while activities within wetlands and buffer zones generally require prior SWFWMD approval, maintenance necessary to preserve the function of permitted drainage facilities is already authorized. Board members discussed the merits of proactively addressing invasive species, including Brazilian pepper trees, versus continuing a reactive approach. Mr. Brletic also outlined the process for obtaining a permit modification for non-essential invasive species removal, including the option of a pre-application meeting with SWFWMD staff.

D. District Manager

Mr. Hayes presented his report and reminded the Board of Supervisors that the next regular meeting will be on July 15, 2026, at 1:00 p.m. at 19265 Del Webb Blvd., Land O' Lakes, FL 34638. Mr. Hayes also reminded the Board of Supervisors that the Fiscal Year 2026-2027 Budget Meeting and Public Hearing will be held on August 19, 2026 at 19265 Del Webb Blvd., Land O' Lakes, FL 34638 and that their Form 1's must be filled and submitted out no later than July 1, 2026.

SEVENTH ORDER OF BUSINESS

**Consideration of the Minutes of the
Audit Committee Meeting held on
March 18, 2026**

Mr. Hayes presented the Audit Committee meeting minutes for March 18, 2026.

On a motion from Mr. McDermott, seconded by Mr. Bauld, with all in favor, the Board of Supervisors approved the March 18, 2026 Audit Committee Meeting Minutes as written, for the Del Webb Bexley Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors Budget
Workshop Meeting held on March 18,
2026**

Mr. Hayes presented the Board of Supervisors Budget Workshop meeting minutes for March 18, 2026.

On a motion from Mr. McDermott, seconded by Mr. Bauld, with all in favor, the Board of Supervisors approved the March 18, 2026 Board of Supervisors Budget Workshop Meeting Minutes as written, for the Del Webb Bexley Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors Audit Committee
Meeting held on May 20, 2026**

Mr. Hayes presented the Board of Supervisors Audit Committee meeting minutes for May 20, 2026.

On a motion from Mr. McDermott, seconded by Mr. Bauld, with all in favor, the Board of Supervisors approved the May 20, 2026 Board of Supervisors Audit Committee Meeting Minutes as written, for the Del Webb Bexley Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors Regular Meeting
held on May 20, 2026**

Mr. Hayes presented the Board of Supervisors e meeting minutes for May 20, 2026.

On a motion from Mr. Eurell, seconded by Mr. Mr. McDermott, with all in favor, the Board of Supervisors approved the May 20, 2026 Board of Supervisors Regular Meeting Minutes as amended, for the Del Webb Bexley Community Development District.

EIGHTH ORDER OF BUSINESS

**Ratification Operation & Maintenance
Expenditures for April 2026**

Mr. Hayes reviewed April 2026 \$10,756.08 Operations & Maintenance Expenditures for the Del Webb Bexley Community Development District.

On a motion from Mr. McDermott, seconded by Mr. Bauld, with all in favor, the Board of Supervisors ratified the April 2026 \$10,756.08 Operation & Maintenance Expenditures, for the Del Webb Bexley Community Development District

NINTH ORDER OF BUSINESS

Supervisor Requests

Mr. Bauld requested that the Board of Supervisors cancel the July 15, 2026 Regular Meeting.

On a motion from Mr. McDermott, seconded by Mr. Bauld, with all in favor, the Board of Supervisors approved cancelling the Board of Supervisors July 15, 2026 Regular Meeting, for the Del Webb Bexley Community Development District

District Counsel announced to the Board of Supervisors that he will not be attending in person the August 19, 2026 meeting. District Counsel Kate John will be attending in person in his place.

Mr. Eurell raised concerns regarding Pond 2 repairs, stating that while the planned work may address current damage, it does not resolve what he described as the underlying issue. He asserted that several ponds were constructed to be only minimally compliant and that adjacent lots were not properly graded, resulting in vectored stormwater flow and ongoing erosion. Mr. Eurell referenced Pond 17 as a prototype example of these conditions. During the discussion, George

McDermott interjected and advised that the matter should be addressed when the District Engineer is present. No formal request was made, and no action was taken by the Board.

TENTH ORDER OF BUSINESS Adjournment

On a motion from Mr. McDermott, seconded by Mr. Bauld, the Board of Supervisors adjourned the meeting at 3:04 p.m., for the Del Webb Bexley Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 17

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 May 2026 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2026 through May 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$38,956.83**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Del Webb Bexley Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2026 Through May 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Advanced Aquatic Services, Inc.	100187	10563711	Lake Maintenance 05/26	\$ 4,324.00
Brletic Dvorak, Inc.	100189	2413	Engineering Services 04/26	\$ 1,065.00
Del Webb Bexley Community Association, Inc.	100191	DWB-Apr26	Shared Pond Mowing 04/26	\$ 4,750.00
Del Webb Bexley Community Association, Inc.	100191	DWB-Feb26	Shared Pond Mowing 02/26	\$ 4,750.00
Del Webb Bexley Community Association, Inc.	100191	DWB-Jan26	Shared Pond Mowing 01/26	\$ 4,750.00
Del Webb Bexley Community Association, Inc.	100191	DWB-Mar26	Shared Pond Mowing 03/26	\$ 4,750.00
Del Webb Bexley Community Association, Inc.	100193	DWB-May26	Shared Pond Mowing 05/26	\$ 4,750.00
Dennis M Bauld	100195	DB052026-178	Board of Supervisors Meeting 05/20/26	\$ 200.00
George W McDermott	100196	GM052026-178	Board of Supervisors Meeting 05/20/26	\$ 200.00
Gerry Fezzuoglio	100197	GF052026-178	Board of Supervisors Meeting 05/20/26	\$ 200.00
Kutak Rock, LLP	100188	3732141	Legal Services 03/26	\$ 2,112.00
Kutak Rock, LLP	100192	3745862	Legal Services 04/26	\$ 1,000.00
Mario Delgado	100198	MD052026-178	Board of Supervisors Meeting 05/20/26	\$ 200.00

Del Webb Bexley Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2026 Through May 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100186	INV0000109118	Accounting Services 05/26	\$ 5,592.08
The Observer Group, Inc.	100190	26-00993P	Legal Advertising 05/26	\$ 61.25
The Observer Group, Inc.	100194	26-01095P	Legal Advertising 06/26	\$ 52.50
Thomas Eurell	100199	TE052026-178	Board of Supervisors Meeting 05/20/26	<u>\$ 200.00</u>
Report Total				<u>\$ 38,956.83</u>

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

5/1/2026
10563711
\$4,324.00

Bill To
Del Webb Bexley CDD C/O Rizzetta & Company, Inc PO Box 32414 Charlotte, NC 28232

Due Date
Net 30
5/31/2026

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

4,324.00

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

\$4,324.00

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 2413
DATE 05/01/2026
TERMS Net 30
DUE DATE 05/31/2026

PROJECT NAME
Del Webb Bexley CDD

	DESCRIPTION	QTY	RATE	AMOUNT
Field Manager	[April 07 - April 22]	5:00	135.00	675.00
Project Manager	[April 28]	1:00	210.00	210.00
Project Manager II	[April 30]	1:00	180.00	180.00

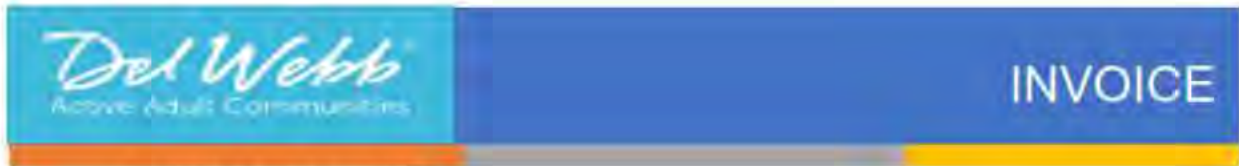
BALANCE DUE **\$1,065.00**

Pay Invoice



Del Webb Bexley COMMUNITY DEVELOPMENT DISTRICT
Apr-26

	<u>HOURS</u>	<u>RATE</u>	<u>PERSON</u>	<u>TOTAL</u>
<u>CDD Activities</u>				
Board Meeting Prep, Attendance, Follow up	0.00	\$210	S. Brletic	\$0.00
Engineer's Reports/Invoicing, Misc. Emails to DM/Board	1.00	\$180	K. Wagner	\$180.00
Pond 29 Drainage pattern findings and emailed to board member	1.00	\$210 \$120	S. Brletic K. Wagner	\$210.00 \$0.00
Pre Con meeting with Gerry and Crosscreek Environmental on April 7; Work with DM to complete contract documents for commencement of work	0.00 5.00	\$210 \$135	S. Brletic K. Wagner	\$0.00 \$675.00
INVOICE TOTAL		7.00		\$1,065.00



Del Webb Bexley HOA

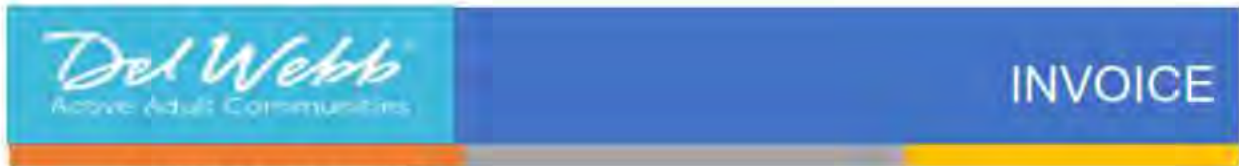
5901 US Highway 19 Ste. 7Q
New Port Richey, FL 34652
877.869.9700
Invoices@qualifiedproperty.com

DATE 4, 1, 2026
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
Apr Service	DWB-Apr26	April	4,750.0
		TOTAL	4,750.00

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



Del Webb Bexley HOA

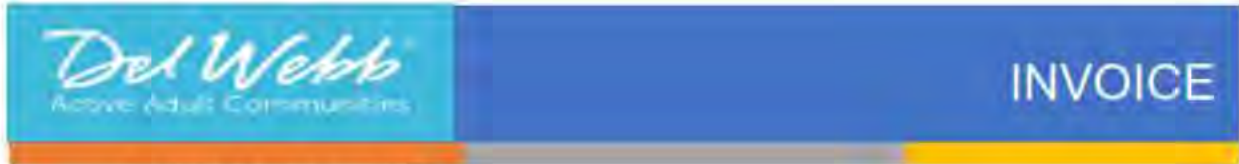
5901 US Highway 19 Ste. 7Q
New Port Richey, FL 34652
877.869.9700
Invoices@qualifiedproperty.com

DATE 2,1, 2026
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
Feb Service	DWB-Feb26	February	4,750.0
		TOTAL	4,750.00

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



Del Webb Bexley HOA

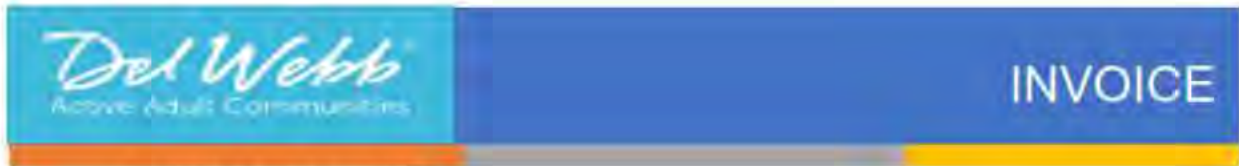
5901 US Highway 19 Ste. 7Q
New Port Richey, FL 34652
877.869.9700
Invoices@qualifiedproperty.com

DATE 1,1, 2026
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
Jan Service	DWB-Jan26	January	4,750.0
		TOTAL	4,750.00

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



Del Webb Bexley HOA

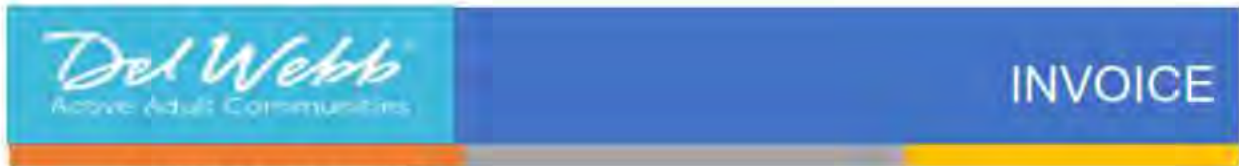
5901 US Highway 19 Ste. 7Q
New Port Richey, FL 34652
877.869.9700
Invoices@qualifiedproperty.com

DATE 3,1, 2026
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
Mar Service	DWB-Mar26	March	4,750.0
		TOTAL	4,750.00

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



Del Webb Bexley HOA

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

Invoices@qualifiedproperty.com

DATE May 8, 2026
CUSTOMER ID Pond Mowing

TO

Del Webb Bexley, CDD
glee@rizzetta.com
3434 Colwell Ave, Suite 100
Tampa, FL 33614

Details	Invoice #	Service Dates	Amount
May Service	DWB-May26	May	4,750.00
		TOTAL	4,750.00

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

Del Webb Bexley CDD
Meeting Date: May 20, 2026

SUPERVISOR PAY REQUEST

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

(*) Does not get paid

EXTENDED MEETING TIMECARD

Meeting Start Time:	1:00pm
Meeting End Time:	3:12
Total Meeting Time:	2 hours and 12 minutes

Time Over 3 Hours:	☒
--------------------	-------------------------------------

Total at \$400 per Hour:	☒
--------------------------	-------------------------------------

ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	5
Additional or Continued Meeting?	5
Total at \$400 per Hour:	\$0.00

Business Mileage Round Trip	5
IRS Rate per Mile	\$0.700
Mileage to Charge	\$0.00

DM Signature: 

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

April 27, 2026

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. 3732141
6223-1

Re: General Counsel

For Professional Legal Services Rendered

03/02/26	R. Dugan	0.30	96.00	Correspondence regarding contract negotiation with Crosscreek
03/04/26	R. Dugan	1.40	448.00	Conference and correspondence with district manager regarding pond erosion project; prepare contract for same; research bonding alternatives for same
03/06/26	R. Dugan	0.20	64.00	Review Pond 12 spillover complaint; correspondence regarding same
03/10/26	R. Dugan	0.40	128.00	Conference with district manager regarding Fiscal Year 2027 budget workshop and Crosscreek negotiations
03/11/26	R. Dugan	0.50	160.00	Conference and correspondence regarding Crosscreek contract negotiations and budget workshop
03/12/26	R. Dugan	0.30	96.00	Review Crosscreek certificate of insurance; correspondence regarding same
03/13/26	R. Dugan	0.10	32.00	Correspondence regarding response to public records request

KUTAK ROCK LLP

Del Webb Bexley CDD
April 27, 2026
Client Matter No. 6223-1
Invoice No. 3732141
Page 2

03/18/26	R. Dugan	2.90	928.00	Attend budget workshop; attend Board meeting; conference and correspondence regarding same
03/23/26	R. Dugan	0.40	128.00	Conference with district manager regarding Crosscreek deposit payment and performance bond; correspondence regarding same
03/24/26	R. Dugan	0.10	32.00	Review meeting follow up chart provided by district manager

TOTAL HOURS 6.60

TOTAL FOR SERVICES RENDERED \$2,112.00

TOTAL CURRENT AMOUNT DUE \$2,112.00

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

May 14, 2026

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. 3745862
6223-1

Re: General Counsel

For Professional Legal Services Rendered

03/28/26	L. Whelan	0.70	280.00	Monitor legislative process relating to matters impacting special districts
04/05/26	G. Lovett	0.80	224.00	Monitor legislative process relating to matters impacting special districts
04/09/26	R. Dugan	0.50	160.00	Review Crosscreek payment and performance bonds; correspondence regarding same
04/21/26	R. Dugan	0.50	160.00	Review bond rider; prepare notice to proceed; correspondence regarding same
04/22/26	R. Dugan	0.30	96.00	Conference and correspondence with district management regarding Crosscreek notice to proceed; correspondence regarding proposed budget resolution
04/22/26	D. Wilbourn	0.40	80.00	Prepare and send budget approval resolution
TOTAL HOURS		3.20		

KUTAK ROCK LLP

Del Webb Bexley CDD

May 14, 2026

Client Matter No. 6223-1

Invoice No. 3745862

Page 2

TOTAL FOR SERVICES RENDERED	\$1,000.00
-----------------------------	------------

TOTAL CURRENT AMOUNT DUE	<u>\$1,000.00</u>
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Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
5/2/2026	INV0000109118

Bill To:

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

Services for the month of	Terms	Client Number
May	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
Bond Amortization Schedules	1.00	\$600.00	\$600.00
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
	Subtotal		\$5,592.08
	Total		\$5,592.08

Business Observer

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

INVOICE

Legal Advertising

Invoice # 26-00993P

Date 05/08/2026

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 # 26-00993P

\$61.25

Notice of Meeting

RE: Del Webb Bexley Meeting and Audit Committee Meeting on May 20, 2026

Published: 5/8/2026

Important Message

Please include our Serial # on your check
Pay by credit card online:
<https://legals.businessobserverfl.com/send-payment/>

Paid

()

Total

\$61.25

Payment is due within 30 days of the
1st publication date of your notice. if
payment is not made, affidavits may be held

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 AUDIT COMMITTEE MEETING & 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 **May 20, 2026 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. **There will be an Audit Committee meeting before the Board of Supervisors' regular meeting.** The Audit Committee will review, discuss and evaluate the proposals submitted in response to the RFP for Audit Services.

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

May 8, 2026

26-00993P

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Business Observer

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

INVOICE

Legal Advertising

Invoice # 26-01095P

Date 05/15/2026

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 # 26-01095P

\$52.50

Notice of Qualifying Period for Candidates

RE: Del Webb Bexley Qualifying Period for Board Seat ending on June 12, 2026

Published: 5/15/2026

Important Message

Please include our Serial # on your check
Pay by credit card online:
<https://legals.businessobserverfl.com/send-payment/>

Paid

()

Total

\$52.50

Payment is due within 30 days of the 1st publication date of your notice. if payment is not made, affidavits may be held

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Business Observer

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

INVOICE

Legal Advertising

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE

DEL WEBB BEXLEY COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Del Webb Bexley Community Development District ("District") will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the Pasco County Supervisor of Elections located at 14236 6th Street, Suite 200, Dade City, Florida 33526; Ph: (352) 521-4302. 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, as defined in Section 190.003, Florida Statutes. 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.

The Del Webb Bexley Community Development District has two (2) seats up for election, specifically seats 1 and 2. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

For additional information, please contact the Pasco County Supervisor of Elections.

Lynn Hayes
District Manager
May 15, 2026

26-01095P

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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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 June 2026 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2026 through June 30, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$14,168.24**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Del Webb Bexley Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2026 Through June 30, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Advanced Aquatic Services, Inc.	100200	10564110	Lake Maintenance 06/26	\$ 4,324.00
Brletic Dvorak, Inc.	100202	2472	Engineering Services 05/26	\$ 3,052.50
Dennis M Bauld	100204	DB061726-178	Board of Supervisors Meeting 06/17/26	\$ 200.00
Fountain Design Group, Inc.	100210	39423A.	Fountain Maintenance 06/26	\$ 460.00
George W McDermott	100205	GM061726-178	Board of Supervisors Meeting 06/17/26	\$ 200.00
Gerry Fezzuoglio	100206	GF061726-178	Board of Supervisors Meeting 06/17/26	\$ 200.00
Mario Delgado	100207	MD061726-178	Board of Supervisors Meeting 06/17/26	\$ 200.00
Pasco County Tax Collector	100203	061526-178 Postage 25/26	2025 Postage Assesment	\$ 177.78
Rizzetta & Company, Inc.	100201	INV0000109907	Accounting Services 06/26	\$ 4,992.08
The Observer Group, Inc.	100209	26-00003P	Legal Advertising 01/26	\$ 161.88
Thomas Eurell	100208	TE061726-178	Board of Supervisors Meeting 06/17/26	<u>\$ 200.00</u>
Report Total				<u>\$ 14,168.24</u>

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

6/1/2026
10564110
\$4,324.00

Bill To
Del Webb Bexley CDD C/O Rizzetta & Company, Inc PO Box 32414 Charlotte, NC 28232

Due Date
Net 30
7/1/2026

Monthly Lake Maintenance.

THE INVOICE DATE ABOVE INDICATES MONTH SERVICES WILL BE PERFORMED

4,324.00

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

\$4,324.00

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 2472
DATE 05/29/2026
TERMS Net 30
DUE DATE 06/28/2026

PROJECT NAME
Del Webb Bexley CDD

	DESCRIPTION	QTY	RATE	AMOUNT
Field Manager	[May 05 - May 28]	13:30	135.00	1,822.50
Project Manager	[May 19 - May 20]	5:00	210.00	1,050.00
Project Manager II	[May 29]	1:00	180.00	180.00

BALANCE DUE **\$3,052.50**

Pay invoice



Del Webb Bexley COMMUNITY DEVELOPMENT DISTRICT
May-26

	<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	\$180	K. Wagner	\$180.00
Site visit on May 5th, 7th and 14th - Review progress with Gerry, communicate with contractor observed concerns and discuss corrective actions; Meet with contractor and Gerry on site; Return to verify found issues are corrected	9.50	\$135	K. Wagner	\$1,282.50
Meet with Gerry on May 19th to review project progress with Gerry; May 28th Develop and formulate an RFI to send to Contractor; email document to contractor	4.00	\$135	K. Wagner	\$540.00
May 19th and 20th; SWFWD permit data to DM; BM and pond 2 visit; Email regarding invasives	5.00	\$210	S. Brletic	\$1,050.00
INVOICE TOTAL	19.50			\$3,052.50

Del Webb Bexley CDD

Meeting Date: June 17, 2026

SUPERVISOR PAY REQUEST

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

(*) Does not get paid

EXTENDED MEETING TIMECARD

Meeting Start Time:	1:00 pm
Meeting End Time:	3:04 pm
Total Meeting Time:	2 hours & 4 minutes

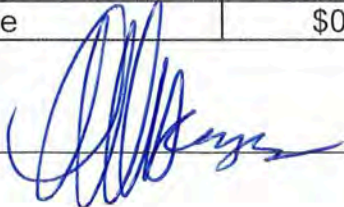
Time Over 3 Hours:	☒
--------------------	-------------------------------------

Total at \$400 per Hour:	☒
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ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	☒
Additional or Continued Meeting?	☒
Total at \$400 per Hour:	\$0.00

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

DM Signature: 

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

Invoice

Date	Invoice #
6/11/2026	39423A

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	6/11/2026		TW	
Qty	Description				Rate	Amount
	JUNE-AUGUST QUARTERLY CLEANING SERVICE FOR (7) LAKE FOUNTAINS				460.00	460.00
	SALES TAX				7.00%	0.00

Pasco County Tax collector 061526-178 Postage 25/26

Funding Agency	Agency	Agency Code	Roll Yr	Tax	Penalty	Interest	Discount	Commissio
BEXLEY CDD	BEXLEY	BEXLEY	2025	19,701.70	0.00	591.03	0.00	405.86
CONNERTON EAST CDD	CONNERTON EAST	CONNERTON EAST	2025	3,728.87	0.00	111.87	0.00	76.82
CONNERTON WEST CDD	CONRTNW	CONRTNW	2025	18,546.47	0.00	556.41	0.00	382.06
COPPERSPRING CDD	COPPERSPRING CDD	COPPERSPRING CD	2025	8,447.90	0.00	253.45	0.00	174.03
COUNTRY WALK CDD	CWLKCDD	CWLKCDD	2025	21,207.19	0.00	636.20	0.00	436.87
DEERBROOK CDD	DEERBROOK	DEERBROOK	2025	3,005.91	0.00	90.18	0.00	61.92
DEL WEBB BEXLEY CDD	DEL WEB BEXLEY CDD	DEL WEB BEXLEY C	2025	5,639.26	0.00	169.17	0.00	116.17
HIDDEN CREEK NORTH CDD	HIDDEN CREEK NORTH	HIDDEN CREEK NOI	2025	5,833.66	0.00	175.02	0.00	120.18
LAKESIDE CDD	LAKESID	LAKESID	2025	5,590.93	0.00	167.73	0.00	115.18
MEADOW POINTE III CDD	MP3CDD	MP3CDD	2025	35,363.05	0.00	1,060.88	0.00	728.48
MEADOW POINTE IV CDD	MP4CDD	MP4CDD	2025	45,506.30	0.00	1,365.19	0.00	937.43
MITCHELL RANCH CDD	MITCHELL RANCH CDD	MITCHELL RANCH C	2025	9,774.20	0.00	293.23	0.00	201.35
NEW PORT CORNER CDD	NEW PORT CORNER CE	NEW PORT CORNEI	2025	20,027.49	0.00	600.81	0.00	412.57
SEVEN OAKS CDD	SVNOKS	SVNOKS	2025	72,333.43	0.00	2,170.00	0.00	1,490.07
VERANDAHS CDD	VERANDA	VERANDA	2025	5,149.32	0.00	154.47	0.00	106.08
WATER'S EDGE CDD	WATSEDG	WATSEDG	2025	16,166.10	0.00	484.98	0.00	333.02
WESBRIDGE CDD	WESBRIDGE CDD	WESBRIDGE CDD	2025	8,035.34	0.00	241.07	0.00	165.53
WIREGRASS CDD	WIREGRA	WIREGRA	2025	19,807.33	0.00	594.22	0.00	408.03
WIREGRASS II CDD	WIREGRASS II	WIREGRASS II	2025	13,030.88	0.00	390.94	0.00	268.44

Postage Deduction per Florida Statue 197-322 Tax Year 2025

Distributed	Postage Ch	Distribution	Funding Ag	Email
19,886.87	611.19	19,275.68	BEXLEY CD	BLHeureux@rizzetta.com
3,763.92	474.39	3,289.53	CONNERTC	vsmith@rizzetta.com
18,720.82	502.44	18,218.38	CONNERTC	vsmith@rizzetta.com
8,527.32	152.90	8,374.42	COPPERSPI	BLHeureux@rizzetta.com
21,406.52	293.63	21,112.89	COUNTRY	BLHeureux@rizzetta.com
3,034.17	204.59	2,829.58	DEERBROC	BLHeureux@rizzetta.com
5,692.26	177.78	5,514.48	DEL WEB B	BLHeureux@rizzetta.com
5,888.50	144.50	5,744.00	HIDDEN CR	vsmith@rizzetta.com
5,643.48	257.00	5,386.48	LAKESIDE C	BLHeureux@rizzetta.com
35,695.45	558.52	35,136.93	MEADOW	BLHeureux@rizzetta.com
45,934.06	437.82	45,496.24	MEADOW	vsmith@rizzetta.com
9,866.08	202.02	9,664.06	MITCHELL	lvsmith@rizzetta.com
20,215.73	84.77	20,130.96	NEW PORT	BLHeureux@rizzetta.com
73,013.36	864.52	72,148.84	SEVEN OAI	BLHeureux@rizzetta.com
5,197.71	135.80	5,061.91	THE VERAN	vsmith@rizzetta.com
16,318.06	209.45	16,108.61	WATERS EI	BLHeureux@rizzetta.com
8,110.88	131.74	7,979.14	WESBRIDG	BLHeureux@rizzetta.com
19,993.52	386.43	19,607.09	WIREGRAS	BLHeureux@rizzetta.com
13,153.38	342.77	12,810.61	WIREGRAS	vsmith@rizzetta.com

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

Invoice

Date	Invoice #
6/2/2026	INV0000109907

Bill To:

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

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

[illegible]

Business Observer

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

INVOICE

Legal Advertising

Invoice # 26-00003P

Date 01/02/2026

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 # 26-00003P

\$161.88

Request for Proposals

RE: Pond Erosion Repair Services; Del Webb Bexley CDD

Published: 1/2/2026

Important Message

Please include our Serial # on your check
Pay by credit card online:
<https://legals.businessobserverfl.com/send-payment/>

Paid

()

Total

\$161.88

Payment is due within 30 days of the
1st publication date of your notice. if
payment is not made, affidavits may be held

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Business Observer

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

INVOICE

Legal Advertising

**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.

Contractors are strongly advised to attend the optional pre-proposal meeting which will be held on January 14, 2026, at 10 a.m., at Del Webb Bexley Community Clubhouse, located at 19265 Del Webb Blvd, Land O' Lakes, FL 34638.

Firms desiring to provide services for this project must submit one (1) written proposal AND one electronic copy in a PDF format on a flash-drive no later than February 9, 2026, at 5 p.m. to offices of BDI Engineering 536 4th Ave S Unit 4 St Petersburg FL 33701, Attention: Stephen Brletic. 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 (ii) be authorized to do business in the State of Florida.

All proposals will be opened at a public meeting to be held at February 10, 2026, at 12:00 p.m., at 19265 Del Webb Blvd, Land O' Lakes, FL 34638. 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 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@kutakroek.com. All questions must be received by January 23, 2026, at 3:00 p.m. in order to be considered by the District.

Del Webb Bexley Community Development District
Lynn Hayes, District Manager

January 2, 2026

26-00003P

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.