

BEXLEY COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 Old Pasco Road · SUITE 100 · Wesley Chapel, FLORIDA 33544

BEXLEY COMMUNITY DEVELOPMENT DISTRICT

**ORGANIZATIONAL MEETING
JULY 22, 2015**

**BEXLEY COMMUNITY DEVELOPMENT DISTRICT
AGENDA
JULY 22, 2015 at 1:00 p.m.**

At the office of Rizzetta & Company, Inc.
5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544

District Board of Supervisors	Tom Panaseny Jack Enfinger Maja Barnat Doug South John Blakley	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Matthew Huber	Rizzetta & Company, Inc.
District Counsel	Jonathan Johnson	Hopping Green & Sams, P.A.
Interim Engineer	Jordan Schrader	Clearview Land Design, P.L.

All Cellular phones and pagers must be turned off while in the meeting room.

The District Agenda is comprised of five different sections:

The meeting will begin promptly at **1:00 p.m.** with the first section which is called **Public Comment**. The Public Comment portion of the agenda is where individuals may comment on matters for which the Board may be taking action or that may otherwise concern the District. Each individual is limited to three **(3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. The fourth section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called **Supervisor Requests and Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. Agendas can be reviewed by contacting the Manager's office at (813) 994-1001 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

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

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

BEXLEY COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 5844 OLD PASCO ROAD • SUITE 100 • WESLEY CHAPEL, FLORIDA 33544

July 14, 2015

Board of Supervisors
**Bexley Community
Development District**

Dear Board Members:

The landowner's meeting, audit committee meeting and regular meeting of the Board of Supervisors of Bexley Community Development District will be held on **Wednesday, July 22, 2015 at 1:00 p.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. The following is the agenda for this meeting:

LANDOWNER'S MEETING:

- 1. CALL TO ORDER**
- 2. APPOINTMENT OF MEETING CHAIRMAN**
- 3. DETERMINATION OF VOTING UNITS REPRESENTED**
- 4. ANNOUNCEMENT OF CANDIDATES/CALL FOR NOMINATIONS**
- 5. ELECTION OF SUPERVISORS**
- 6. ADJOURNMENT**

AUDIT COMMITTEE MEETING:

- 1. CALL TO ORDER**
- 2. BUSINESS ITMES**
 - A. Presentation of Audit Proposal Instructions.....Tab 1
 - B. Presentation of Audit Evaluation Criteria.....Tab 2
 - C. Authorization to Solicit Proposals for Auditing Services
- 3. ADJOURNMENT**

BOARD OF SUPERVISORS' MEETING:

- 1. CALL TO ORDER**
- 2. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Organizational Meeting held on June 17, 2015.....Tab 3
 - B. Administer Oaths of Office to Newly Elected Supervisors.....Tab 4
 - C. Consideration of Resolution 2015-29, Canvassing and Certifying the results of the Landowner's Election.....Tab 5
- 3. BUSINESS ITEMS**
 - A. Public Hearing on Special Assessments
 1. Consideration of Resolution 2015-30, Declaring Special Assessments.....Tab 6
 - B. Public Hearing on Uniform Method of Collection
 1. Consideration of Resolution 2015-31, UMC Resolution...Tab 7

- C. Consideration of Proposal for Website Services.....Tab 8
- D. Consideration of Qualifications for District Engineering Services
(under separate cover)
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. Interim Engineer
 - C. District Manager
- 5. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 6. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (813) 933-5571.

Sincerely,

Matthew Huber

Matthew Huber
District Manager

cc: Jonathan Johnson, Hopping Green & Sams

Tab 1

**BEXLEY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Years 2015-2017
Pasco County, Florida**

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than _____ **at 12:00 p.m.**, at the offices of District Manager, located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit eight (8) copies of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “Auditing Services – Concord Station Community Development District” on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn for a period of ninety (90) days after opening.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

Tab 2

Tab 3

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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.

**BEXLEY
COMMUNITY DEVELOPMENT DISTRICT**

The Organizational meeting of the Board of Supervisors of Bexley Community Development District was held on **Wednesday, June 17, 2015 at 10:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544.

Present and constituting a quorum were

Tom Panaseny	Board Supervisor
Jack Enfinger	Board Supervisor
Maja Barnat	Board Supervisor
Doug South	Board Supervisor
John Blakely	Board Supervisor

Also present were:

Matthew Huber	District Manager, Rizzetta & Company, Inc.
Brianne Beirl	Financial Analyst, Rizzetta & Company, Inc.
Scott Brizendine	Associate Director of Financial Services, Rizzetta & Company, Inc.
Jonathan Johnson	District Counsel, Hopping Green & Sams, P.A.
Jordan Schrader	Interim Engineer, Clearview Land Design, P.L.
Herb Boatner	Bond Counsel, Adams & Reese, LLP
Rebecca Hams	Representative, Adams & Reese, LLP
Janice Entsminger	Trustee, US Bank, NA
Brett Sealy	Representative, MBS Capital Markets
Robbie Cox	Representative, MBS Capital Markets
Donna Feldman	Developer's Counsel
Zeep McMenemy	Representative, Newland Communities

FIRST ORDER OF BUSINESS

Call to Order

Mr. Huber called the meeting to order and conducted the roll call

SECOND ORDER OF BUSINESS

**Oath of Office for New Board of
Supervisors**

46 Mr. Huber administered the Oath of Office to the new Board Supervisors, Tom Panaseny,
47 Jack Enfinger, Maja Barnat, Doug Smith and John Blakley. The Supervisors swore and affirmed
48 to the oath and executed the oath.

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50 **THIRD ORDER OF BUSINESS** **Consideration of Compensation for New**
51 **Board Members**

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53 Mr. Huber asked the new Supervisors if they would like to accept or waive Supervisor
54 compensation. Mr. Blakely stated that he would like to receive compensation and the remaining
55 Supervisors stated that they would like to waive Supervisor compensation.

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57 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2015-01,**
58 **Appoint Chairman**

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60 Mr. Huber asked the Board to appoint a Chairman of the Board.

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On a Motion by Mr. Enfinger, seconded by Ms. Barnat, with all in favor, the Board adopted Resolution 2015-01 and appointed Mr. Tom Panaseny as Chairman, for Bexley Community Development District.

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63 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2015-02,**
64 **Appoint Vice Chairman**

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66 Mr. Huber asked the Board to appoint a Vice Chairman.

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On a Motion by Mr. Panaseny, seconded by Ms. Barnat, with all in favor, the Board adopted Resolution 2015-02 and appointed Mr. Jack Enfinger as Vice Chairman, for Bexley Community Development District.

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69 **SIXTH ORDER OF BUSINESS** **Consideration of Resolution 2015-03,**
70 **Appoint District Manager**

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72 Mr. Huber asked the Board to appoint a District Manager.

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On a Motion by Mr. Panaseny, seconded by Mr. Enfinger, with all in favor, the Board adopted Resolution 2015-03 and appointed Rizzetta & Company, Inc. as the District Manager, for Bexley Community Development District.

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75 **SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2015-04,**
76 **Appoint Secretary**

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78 Mr. Huber asked the Board to Appoint a Secretary of the District.

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On a Motion by Mr. Panaseny, seconded by Mr. South, with all in favor, the Board adopted Resolution 2015-04 and appointed Mr. Pete Williams as Secretary, for Bexley Community Development District.

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EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2015-05,
Appoint Treasurer and Assistant
Treasurer**

Mr. Huber asked the Board to appoint a Treasurer and Assistant Treasurer.

On a Motion by Mr. Panaseny, seconded by Mr. Enfinger, with all in favor, the Board adopted Resolution 2015-05 and appointed Mr. William Rizzetta as Treasurer and Mr. Joe Kennedy as Assistant Treasurer, for Bexley Community Development District.

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NINTH ORDER OF BUSINESS

**Consideration of Resolution 2015-06,
Appoint Assistant Secretaries**

Mr. Huber asked the Board to appoint Assistant Secretaries.

On a Motion by Mr. Panaseny, seconded by Mr. Blakley, with all in favor, the Board adopted Resolution 2015-06 and appointed Ms. Maja Barnat, Mr. Doug South, Mr. John Blakley, Mr. Matthew Huber, and Mr. Eric Dailey as Assistant Secretaries, for Bexley Community Development District.

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TENTH ORDER OF BUSINESS

**Consideration of Resolution 2015-07,
Appoint District Counsel**

Mr. Huber asked the Board to appoint District Counsel.

On a Motion by Mr. Panaseny, seconded by Mr. Blakley, with all in favor, the Board adopted Resolution 2015-07 and appointed Hopping Green & Sams, P.A. as District Counsel, for Bexley Community Development District.

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ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2015-08,
Designate Registered Agent and
Registered Office**

Mr. Huber asked the Board to designate a Registered Agent and Registered Office.

On a Motion by Mr. Panaseny, seconded by Mr. South, with all in favor, the Board adopted Resolution 2015-08 and designated Mr. William Rizzetta as Registered Agent and designated the Registered Office as the office of Rizzetta Management Services, Inc., located at 5020 Linebaugh Avenue, Suite 200, Tampa, Florida 33624, for Bexley Community Development District.

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TWELFTH ORDER OF BUSINESS **Consideration of Resolution 2015-09,
Designate Local District Records Office**

Mr. Huber asked the Board to designate a local District Records Office within Pasco County.

On a Motion by Mr. Panaseny, seconded by Ms. Barnat, with all in favor, the Board adopted Resolution 2015-09 and designated the Office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 as the Local District Records Office, for Bexley Community Development District.

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THIRTEENTH ORDER OF BUSINESS **Consideration of Resolution 2015-10,
Designate Public Comment Period**

Mr. Huber asked the Board to Designate a Public Comment Period. Discussion ensued.

On a Motion by Mr. Panaseny, seconded by Ms. Barnat, with all in favor, the Board adopted Resolution 2015-10, Designating a Public Comment Period, for Bexley Community Development District.

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FOURTEENTH ORDER OF BUSINESS **Consideration of Retention of Interim
Engineer**

Mr. Huber asked the Board to select an Interim Engineer until such time as a formal RFQ for District Engineering Services can be conducted.

On a Motion by Mr. Panaseny, seconded by Mr. Blakley, with all in favor, the Board appointed Clearview Land Design LLP as Interim Engineer, for Bexley Community Development District.

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FIFTEENTH ORDER OF BUSINESS **Consideration of Travel Reimbursement
Policy**

Mr. Huber presented a Travel Reimbursement Policy.

On a Motion by Mr. Panaseny, seconded by Ms. Barnat, with all in favor, the Board adopted the Travel Reimbursement Policy, as presented, for Bexley Community Development District.

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136 **SIXTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2015-11,
Setting Forth District Policy for Legal
Defense of Board Members and Officers**

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Mr. Huber asked the Board to set for the District Policy for Legal Defense of the Board Members and Officers.

On a Motion by Mr. Panaseny, seconded by Ms. Barnat, with all in favor, the Board adopted Resolution 2015-11, Setting Forth District Policy for Legal Defense of Board Members and Officers, for Bexley Community Development District.

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144 **SEVENTEENTH ORDER OF BUSINESS**

**Consideration of Public Officers Liability
Insurance**

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Mr. Huber asked the Board to authorize District Manager and Chairman to review proposals for Public Officials Liability Insurance and approve a not-to-exceed cost of \$3,000.00

On a Motion by Mr. Panaseny, seconded by Ms. Barnat, with all in favor, the Board authorized the District Manager to bind up to Not to Exceed \$3,000 Public Officers Liability Insurance, subject to review by District Chairman, for Bexley Community Development District.

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151 **EIGHTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2015-12,
Authorizing the Filing of Notice of
Establishment**

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Mr. Huber asked the Board to Authorize the Filing of Notice of Establishment.

On a Motion by Mr. Panaseny, seconded by Mr. Enfinger, with all in favor, the Board adopted Resolution 2015-12, Authorizing the Filing of Notice of Establishment, for Bexley Community Development District.

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158 **NINETEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2015-13,
Adopt Records Retention Schedule**

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Mr. Huber asked the Board to adopt a records retention schedule.

On a Motion by Mr. Panaseny, seconded by Ms. Barnat, with all in favor, the Board adopted Resolution 2015-13, Adopting a Records Retention Schedule, for Bexley Community Development District.

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166 **TWENTIETH ORDER OF BUSINESS** **Authorization of RFQ for District**
167 **Engineer**

168 Mr. Huber asked the Board to authorize the process for requests for qualifications for
169 District Engineering Services.
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On a Motion by Mr. Panaseny, seconded by Mr. Enfinger, with all in favor, the Board authorized District Management to run an advertisement for Requests for Qualifications for District Engineering Services, for Bexley Community Development District.

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172 **TWENTY-FIRST ORDER OF BUSINESS** **Consideration of Resolution 2015-14,**
173 **Authorizing Chairman to Execute Plats,**
174 **Permits and Conveyances**
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176 Mr. Huber asked the Board to authorize the Chairman to execute plats, permits, and
177 conveyances.
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On a Motion by Mr. Panaseny, seconded by Mr. South, with all in favor, the Board adopted Resolution 2015-14, Authorizing the Chairman to Execute Plats, Permits, and Conveyances, for Bexley Community Development District.

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180 **TWENTY-SECOND ORDER OF BUSINESS** **Consideration of Resolution 2015-15,**
181 **Designate Regular Meeting Dates, Time**
182 **and Location**
183

184 Mr. Huber asked the Board to adopt a meeting schedule for the remainder of Fiscal Year
185 2014/2015. Discussion ensued regarding meeting dates and location.
186

On a Motion by Mr. Panaseny, seconded by Ms. Barnat, with all in favor, the Board adopted Resolution 2015-15, Designating Regular Meeting Dates, Time and Location for the Remainder of Fiscal Year 2014/2015, which will be held on July 22, 2015, August 26, 2015, and September 23, 2015 at 1:00 p.m., to be held at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, for Bexley Community Development District.

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188 **TWENTY-THIRD ORDER OF BUSINESS** **Consideration of Establishment of Audit**
189 **Committee and Setting the First Meeting**
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191 Mr. Huber asked the Board to select an Audit Committee and set the first meeting of the
192 Committee prior to the start of the regular BOS meeting.
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On a Motion by Mr. Panaseny, seconded by Mr. Blakley, with all in favor, the Board appointed the Board to serve as the Audit Committee and Authorized the District Manager to run an ad for the First Meeting of the Audit Committee for July 22, 2015 to be held prior to the start of the regular BOS meeting at 1:00 p.m., at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, for Bexley Community Development District.

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**TWENTY-FOURTH ORDER OF BUSINESS Consideration of Resolution 2015-16,
Approving a Proposed Budget for FY
2014/2015 for Submission to County and
Set Date, Time, Place for Public Hearing**

Mr. Huber provided an overview of the proposed budget for fiscal year 2014/2015 and asked the Board to approve the proposed budget and set a public hearing thereon.

On a Motion by Mr. Panaseny, seconded by Ms. Barnat, with all in favor, the Board adopted Resolution 2015-16, Approving a Proposed Budget for Fiscal Year 2014/2015, Authorizing Submittal to the County, and Set the Public Hearing on the Final Budget for August 26, 2015 at 1:00 p.m., to be held at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, for Bexley Community Development District.

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**TWENTY-FIFTH ORDER OF BUSINESS Consideration of Resolution 2015-17,
Approving a Proposed Budget for FY
2015/2016 for Submission to County and
Set Date, Time, Place for Public Hearing**

Mr. Huber provided an overview of the proposed budget for fiscal year 2015/2016 and asked the Board to approve the proposed budget and set a public hearing thereon.

On a Motion by Mr. Panaseny, seconded by Mr. Blakley, with all in favor, the Board adopted Resolution 2015-17, Approving a Proposed Budget for Fiscal Year 2015/2016, Authorizing Submittal to the County, and Set the Public Hearing on the Final Budget for August 26, 2015 at 1:00 p.m., to be held at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, for Bexley Community Development District.

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**TWENTY-SIXTH ORDER OF BUSINESS Consideration of Resolution 2015-18,
Setting Date, Time and Place and
Authorize Publication of Notice of Public
Hearing on Rules of Procedure**

Mr. Huber asked the Board to set a date, time and place for a public hearing on Rules of Procedure and to also authorize publication of required notice. Discussion regarding competitive bidding in the Rules of Procedure.

On a Motion by Mr. Panaseny, seconded by Ms. Barnat, with all in favor, the Board adopted Resolution 2015-18, Authorize Notice of a Public Hearing on the Rules of Procedure and Setting the Public Hearing on the Rules of Procedure for August 26, 2015 at 1:00 p.m., to be held at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, for Bexley Community Development District.

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**TWENTY-SEVENTH ORDER OF BUSINESS Consideration of Resolution 2015-19,
Setting Date, Time and Location and
Authorize Publication of Notice of Public
Hearing on Uniform Method of Collecting**

Mr. Huber asked the Board to set a date, time and place for a public hearing on Uniform Method of Collecting and to also authorize publication of required notice.

On a Motion by Mr. Panaseny, seconded by Mr. Blakley, with all in favor, the Board adopted Resolution 2015-19, Authorize Notice of a Public Hearing on the Uniform Method of Collecting and Setting the Public Hearing on the Uniform Method of Collecting for July 22, 2015 at 1:00 p.m., to be held at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, for Bexley Community Development District.

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**TWENTY-EIGHTH ORDER OF BUSINESS Consideration of Resolution 2015-20,
Setting Landowner Election**

Mr. Huber asked to Board to set a Landowner Election.

On a Motion by Mr. Panaseny, seconded by Mr. Enfinger, with all in favor, the Board adopted Resolution 2015-20, Authorize Notice of a Landowner Election and Setting the Landowner Election for July 22, 2015 at 1:00 p.m., to be held at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, for Bexley Community Development District.

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**TWENTY-NINTH ORDER OF BUSINESS Consideration of Resolution 2015-21,
Selecting District Depository**

Mr. Huber asked the Board to select SunTrust Bank as a depository for funds of the District.

On a Motion by Mr. Panaseny, seconded by Mr. Blakley, with all in favor, the Board adopted Resolution 2015-21, Selecting the District Depository as SunTrust Bank, for Bexley Community Development District.

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249 **THIRTIETH ORDER OF BUSINESS** **Consideration of Resolution 2015-22,**
250 **Authorizing Bank Account Signatories**
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252 Mr. Huber asked the Board to authorize bank account signatories.
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On a Motion by Mr. Panaseny, seconded by Ms. Barnat, with all in favor, the Board adopted Resolution 2015-22, Authorizing Bank Account Signatories as follows: Chairman, Vice Chairman, Secretary, Assistant Secretaries, and Treasurer are Designated as Authorized Signatories Related to the District Operating Bank Accounts, for Bexley Community Development District.

254 **THIRTY-FIRST ORDER OF BUSINESS** **Consideration of Resolution 2015-23,**
255 **Approve Disbursement for Expenses**
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258 Mr. Huber asked the Board to Approve Disbursement of Funds for Expenses.
259

On a Motion by Mr. Panaseny, seconded by Mr. Enfinger, with all in favor, the Board adopted Resolution 2015-23, Approving Disbursement of Funds for District Expenses, for Bexley Community Development District.

260 **THIRTY-SECOND ORDER OF BUSINESS** **Consideration of Funding Agreement,**
261 **Fiscal Year 2014/2015**
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264 Mr. Huber presented a funding agreement for fiscal year 2014/2015. Discussion ensued
265 regarding pay as you go.
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On a Motion by Mr. Panaseny, seconded by Mr. Blakley, with all in favor, the Board approved a Funding Agreement for Fiscal Year 2014/2015 in substantial form subject to final review by developer's counsel, for Bexley Community Development District.

267 **THIRTY-THIRD ORDER OF BUSINESS** **Consideration of Funding Request**
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270 Mr. Huber presented a funding request for fiscal year 2015/2016.
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On a Motion by Mr. Panaseny, seconded by Ms. Barnat, with all in favor, the Board approved a Funding Request for Fiscal Year 2015/2016, for Bexley Community Development District.

272 **THIRTY-FOURTH ORDER OF BUSINESS** **Consideration of Financing Team**
273 **Funding Agreement**
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276 Mr. Huber presented the financing team funding agreement.
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On a Motion by Mr. Panaseny, seconded by Mr. Blakely, with all in favor, the Board approved the Financing Team Funding Agreement for Fiscal Year 2014/2015 in substantial form subject to final review, for Trevesta Community Development District.

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THIRTY-FIFTH ORDER OF BUSINESS **Consideration of Resolution 2015-24,
Appointing Bond Counsel**

Mr. Huber asked the Board to appoint Bond Counsel.

On a Motion by Mr. Panaseny, seconded by Ms. Barnat, with all in favor, the Board adopted Resolution 2015-24, Appointing Herb Boatner at Adams & Reese LLP as Bond Counsel, and further approved the Bond Counsel agreement, for Trevesta Community Development District.

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THIRTY-SIXTH ORDER OF BUSINESS **Consideration of Resolution 2015-25,
Appointing Investment Banker**

Mr. Huber asked the Board to appoint an Investment Banker.

On a Motion by Mr. Panaseny, seconded by Mr. Blakely, with all in favor, the Board adopted Resolution 2015-25, Appointing Brett Sealy at MBS Capital Markets LLC as Investment Banker, for Bexley Community Development District.

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THIRTY-SEVENTH ORDER OF BUSINESS **Consideration of Retention of Financial
Consultant**

Mr. Huber asked the Board to appoint a Financial Consultant. Mr. Huber noted this service was part of the Rizzetta & Company, Inc. District Management contract previously approved.

On a Motion by Mr. Panaseny, seconded by Mr. Enfinger, with all in favor, the Board appointed Rizzetta & Company, Inc. as Financial Consultant, for Bexley Community Development District.

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THIRTY-EIGHTH ORDER OF BUSINESS **Consideration of Selection of Trustee**

Mr. Huber asked the Board to appoint a Trustee.

On a Motion by Mr. Panaseny, seconded by Mr. South, with all in favor, the Board appointed Janice Entsminger with US Bank as Trustee, for Bexley Community Development District.

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307 **THIRTY-NINTH ORDER OF BUSINESS** **Consideration of Engineer's Report**

308

309 Mr. Schrader presented the Engineer's Report and stated that he would have an updated
310 report at the July 22nd Board meeting.

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On a Motion by Mr. Panaseny, seconded by Mr. South, with all in favor, the Board approved the Engineer's Report subject to final review, for Bexley Community Development District.

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313 **FORTIETH ORDER OF BUSINESS** **Consideration of Assessment**
314 **Methodology Report**

315

316 Ms. Beirl presented the Assessment Methodology Report. Discussion ensued regarding
317 the villas being 40 ft.

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On a Motion by Mr. Panaseny, seconded by Ms. Barnat, with all in favor, the Board approved the Assessment Methodology Report as presented, for Bexley Community Development District.

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320 **FORTY-FIRST ORDER OF BUSINESS** **Consideration of Resolution 2015-26,**
321 **Declaring Special Assessments**

322

323 Mr. Johnson provided an overview of the resolution.

324

On a Motion by Mr. Panaseny, seconded by Mr. Blakley, with all in favor, the Board adopted Resolution 2015-26, Declaring Special Assessments, for Bexley Community Development District.

325

326 **FORTY-SECOND ORDER OF BUSINESS** **Consideration of Resolution 2015-27,**
327 **Setting Public Hearing on Special**
328 **Assessments**

329

330 Mr. Huber asked the Board to set a public hearing on the special assessments.

331

On a Motion by Mr. Panaseny, seconded by Mr. South, with all in favor, the Board adopted Resolution 2015-27, Setting a Public Hearing on Special Assessments on July 22, 2015 at 1:00 p.m., Declaring Special Assessment, to be held at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, for Bexley Community Development District.

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333 **FORTY-THIRD ORDER OF BUSINESS** **Consideration of Resolution 2015-28,**
334 **Authorizing Master Indenture**

335

336 Mr. Johnson provided an overview of the resolution.

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On a Motion by Mr. Panaseny, seconded by Mr. South, with all in favor, the Board adopted Resolution 2015-28, Authorizing Master Indenture, for Trevesta Community Development District.

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FORTY-FOURTH ORDER OF BUSINESS Staff Reports

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341

A. District Counsel

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Mr. Johnson briefly reviewed the Sunshine Laws for the new Board Supervisors.

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B. Interim Engineer

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Mr. Schrader advised he had no report.

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C. District Manager

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Mr. Huber reminded everyone that the next meeting was scheduled for July 22,

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2015 at 1:00 pm.

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FORTY-FIFTH ORDER OF BUSINESS Supervisor Requests and Audience comments

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Mr. Huber opened the floor for Supervisor requests and comments. Mr. Huber stated for the record that no audience members were present. Mr. Panaseny inquired about a resolution authorizing District Chairman to authorize proposals up to a predetermined amount.

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FORTY-SIXTH ORDER OF BUSINESS Adjournment

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Mr. Huber stated there was no further business to come before the Board and asked for a motion to adjourn the meeting.

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On a Motion by Mr. Panaseny, seconded by Mr. South, with all in favor, the Board adjourned the meeting at 11:04 a.m., for Bexley Community Development District.

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Secretary / Assistant Secretary

Chairman / Vice Chairman

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Tab 4

**BEXLEY COMMUNITY
DEVELOPMENT DISTRICT
BOARD OF SUPERVISOR
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF THE BEXLEY COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA.

Board Supervisor Signature

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF PASCO

On this ____ day of _____, 2015, before me, personally appeared _____ to me well known and known to me to be the person described herein and who took the aforementioned oath as a Board Member of the Board of Supervisors of Bexley Community Development District and acknowledged to and before me that they took said oath for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Notary Public
STATE OF FLORIDA

My commission expires on:

Tab 5

RESOLUTION 2015-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEXLEY COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners’ meeting is required to be held within 90 days of the District’s creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners’ meeting was held on July 22, 2015, at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

Section 1. The following person is found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

_____ Votes _____
_____ Votes _____
_____ Votes _____
_____ Votes _____
_____ Votes _____

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

_____ 4 Year Term Seat ____
_____ 4 Year Term Seat ____
_____ 2 Year Term Seat ____
_____ 2 Year Term Seat ____

_____ 2 Year Term Seat ____

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

PASSED AND ADOPTED THIS 22nd DAY OF JULY, 2015.

Attest:

**BEXLEY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman

Tab 6

RESOLUTION 2015-30

A RESOLUTION OF THE BEXLEY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, Bexley Community Development District (“District”) previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District Board of Supervisors (“Board”) noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct collector roadways, residential roadways/alleys, water, wastewater and reclaimed water, stormwater management, drainage and earthwork (excluding lots), landscape and hardscape, neighborhood parks and passive recreational facilities, security facilities and services, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District, whether such projects are within or without the District.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such special assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the "Project," the nature and location of which was initially described in Resolution 2015-26 and is shown in the *Engineer's Report*, dated _____, 2015 (the "Engineer's Report"), and which Project's plans and specifications are on file in the offices of the District Manager and the local records office at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544; (ii) the cost of the Project be assessed against the lands specially benefited by the Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of the Project, the levying of such Special Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners and residents.

(f) In order to provide funds with which to pay a portion of the costs of the Project which are to be assessed against the benefitted properties, pending the collection of such Special Assessments, it is necessary for the District from time to time to sell and issue its Special Assessment Revenue Bonds, in one or more series (the "Bonds").

(g) By Resolution 2015-26, the Board determined to provide the Project and to defray the costs thereof by making Special Assessments on benefitted property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Project prior to the collection of such Special Assessments. Resolution 2015-26 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2015-26, said Resolution 2015-26 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2015-26, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2015-27 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements, (2) the cost thereof, (3) the manner of payment therefor, and (4) the amount thereof to be assessed against each specially benefited property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(l) On July 22, 2015, at the time and place specified in the resolution and notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board of Supervisors of the District further finds and determines:

(i) that the estimated costs of the Project is as specified in the Engineer's Report (attached as **Exhibit A** hereto and incorporated herein by this reference), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Project against the properties specially benefited thereby using the method determined by the Board set forth in the *Master Special Assessment Allocation Report* for the Bonds (the "Assessment Report," attached hereto as **Exhibit B** and incorporated herein by this reference), which results in the special assessments set forth on the final assessment roll (the "Special Assessments"); and

(iii) it is hereby declared that the Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Special Assessments thereon when allocated as set forth in Exhibit B; and

(iv) it is in the best interests of the District that the Special Assessments be paid and collected as herein provided.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That certain Project for construction of infrastructure improvements initially described in Resolution 2015-26, and more specifically identified and described in Exhibit A attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Project and the costs to be paid by Special Assessments on all specially benefited property are set forth in Exhibits A and B, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Special Assessments on the parcels specially benefited by the Project, all as specified in the final assessment roll set forth in Exhibit B, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Special Assessments shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Special Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of bonds, including refunding bonds, by the District would result in a decrease of the Special Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire Project has been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Special Assessment the difference, if any, between the Special Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Project. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Special Assessments for the entire Project has been determined, the term "Special Assessment" shall, with respect to each parcel, mean the sum of the costs of the Project.

SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Project and the adoption by the Board of a resolution accepting the Project; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received shall be applied against the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days after the Project has been completed and a resolution accepting the Project has been adopted by the Board, the Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Special Assessments may prepay the entire remaining balance of the Special Assessments at any time, or a portion of the remaining balance of the Special Assessment one time if there is also paid, in addition to the prepaid principal balance of the Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Special Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Special Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the "Uniform Method"). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Special Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Special Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Special Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Pasco County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) There may be required from time to time certain true-up payments as specified in supplemental assessment methodology reports. As parcels of land or lots are platted, the Special

Assessments securing the Bonds shall be allocated as set forth in such reports. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Special Assessments to be reallocated to the units being platted and the remaining property in accordance with such supplemental assessment methodology reports, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in supplemental assessment methodology reports, which process is incorporated herein as if fully set forth and is referred to herein as the "True-Up Methodology". Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining property, in addition to the regular assessment installment payable with respect to the remaining developable acres.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with NNP-Bexley, LLC, ("Developer"), that the Developer intends to develop the unit numbers and types shown in Exhibit B, on the net developable acres and is intended to provide a formula to ensure that the appropriate ratio of the Special Assessments to developable acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in Exhibit B from being developed. In no event shall the District collect Special Assessments pursuant to this Resolution in excess of the total debt service related to the Project, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Special Assessments collected in excess of the District's total debt service obligation for the Project, the Board shall by resolution take appropriate action to equitably reallocate the Special Assessments. Further, upon the District's review of the final plat for the developable acres within the District, any unallocated Special Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution. Each such supplemental resolution shall also address the allocation of any impact fee

credits expected to be received from the provision of the Project funded by the corresponding series of bonds issued or to be issued.

SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Special Assessments without such unit's specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Special Assessments. If at any time, any real property on which Special Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Special Assessments thereon), all future unpaid Special Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Pasco County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED THIS 22nd DAY OF JULY, 2015.

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: *Engineer's Report*, dated _____, 2015

Exhibit B: *Master Special Assessment Allocation Report*, dated June 17, 2015

Tab 7

RESOLUTION 2015-31

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEXLEY COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE BEXLEY COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bexley Community Development District (“District”) was established pursuant to the provisions of Chapter 190, Florida Statutes, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, Florida Statutes; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Pasco County for four (4) consecutive weeks prior to such hearing.

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

SECTION 1. The Bexley Community Development District upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District’s use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Pasco County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of July, 2015.

ATTEST:

**BEXLEY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Legal Description

Exhibit A

**BEXLEY
COMMUNITY DEVELOPMENT DISTRICT**

DESCRIPTION: A parcel of land lying in Sections 7, 16, 17, 18, 19 and 20, Township 26 South, Range 18 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast 1/4 of said Section 19, said point also being the **POINT OF BEGINNING**, run thence along the East boundary of said Southeast 1/4 of Section 19, S.00°36'08"W., 1559.80 feet; thence N.36°16'17"W., 9.72 feet; thence N.34°52'08"W., 8.00 feet; thence N.48°56'40"W., 95.09 feet; thence N.37°26'56"W., 53.95 feet; thence N.15°03'31"W., 159.74 feet; thence WEST, 833.15 feet; thence S.35°31'59"W., 58.77 feet; thence N.73°20'39"W., 79.92 feet; thence N.51°31'09"W., 37.16 feet; thence N.30°49'02"W., 53.75 feet; thence N.50°45'50"W., 103.04 feet; thence S.65°51'24"W., 43.71 feet to a point on a curve; thence Southerly, 629.70 feet along the arc of a curve to the right having a radius of 3890.00 feet and a central angle of 09°16'29" (chord bearing S.00°39'02"W., 629.01 feet) to a point of reverse curvature; thence Southerly, 41.00 feet along the arc of a curve to the left having a radius of 55.00 feet and a central angle of 42°42'40" (chord bearing S.16°04'03"E., 40.06 feet) to a point of reverse curvature; thence Southeasterly, 37.16 feet along the arc of a curve to the right having a radius of 141.00 feet and a central angle of 15°06'01" (chord bearing S.29°52'23"E., 37.05 feet) to a point of reverse curvature; thence Southeasterly, 72.04 feet along the arc of a curve to the left having a radius of 65.00 feet and a central angle of 63°29'52" (chord bearing S.54°04'18"E., 68.41 feet); thence S.00°00'50"E., 125.42 feet; thence S.89°59'10"W., 83.74 feet to a point of curvature; thence Southwesterly, 49.90 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 81°41'01" (chord bearing S.49°08'40"W., 45.78 feet) to a point of tangency; thence S.08°18'09"W., 77.49 feet; thence N.81°41'51"W., 142.00 feet to a point on a curve; thence Northerly, 119.08 feet along the arc of a curve to the left having a radius of 150.00 feet and a central angle of 45°29'11" (chord bearing N.14°26'26"W., 115.98 feet) to a point of reverse curvature; thence Northerly, 230.83 feet along the arc of a curve to the right having a radius of 142.00 feet and a central angle of 93°08'20" (chord bearing N.09°23'08"E., 206.24 feet) to a point of reverse curvature; thence Northeasterly, 89.92 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 51°31'08" (chord bearing N.30°11'44"E., 86.92 feet) to a point of compound curvature; thence Northerly, 703.61 feet along the arc of a curve to the left having a radius of 3748.00 feet and a central angle of 10°45'22" (chord bearing N.00°56'31"W., 702.57 feet) to a point of reverse curvature; thence Northerly, 1045.87 feet along the arc of a curve to the right having a radius of 2154.00 feet and a central angle of 27°49'12" (chord bearing N.07°35'24"E., 1035.63 feet) to a point of tangency; thence N.21°30'00"E., 1080.70 feet to a point of curvature; thence Northerly, 142.16 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 81°26'56" (chord bearing N.19°13'28"W., 130.48 feet) to a point on the Southerly boundary of the 120.00 foot wide railroad right-of-way for Seaboard Coast Line Railroad, (said railroad right-of-way "Now Abandoned");

thence along said Southerly boundary, S.72°53'41"W., 2056.43 feet; thence N.17°06'19"W., 152.00 feet; thence N.05°00'00"W., 780.00 feet; thence N.30°53'28"W., 810.00 feet; thence S.70°00'00"W., 930.45 feet to a point on the Easterly Limited Access right-of-way line of State Road No. 589, per Florida Department of Transportation Right-of-way Section Map No. 97140.2301; thence along said Easterly Limited Access right-of-way line of State Road No. 589, N.05°43'13"W., 473.97 feet; thence N.65°00'00"E., 942.87 feet; thence N.08°00'00"W., 385.00 feet; thence N.41°00'00"E., 700.00 feet; thence N.07°00'00"E., 780.00 feet; thence N.68°00'00"W., 325.00 feet; thence S.52°00'00"W., 685.00 feet; thence N.55°00'00"W., 415.00 feet; thence N.04°00'00"W., 843.62 feet to a point on the aforesaid Easterly Limited Access right-of-way line of State Road No. 589; thence along said Easterly Limited Access right-of-way line of State Road No. 589, N.09°17'48"W., 320.63 feet; thence N.58°00'00"E., 280.70 feet; thence N.22°00'00"E., 448.90 feet; thence N.10°00'00"E., 339.81 feet; thence N.15°00'00"W., 339.81 feet; thence N.27°00'00"W., 335.00 feet; thence N.66°00'00"W., 841.18 feet to a point on a curve on the aforesaid Easterly Limited Access right-of-way line of State Road No. 589; thence along said Easterly Limited Access right-of-way line of State Road No. 589, Northerly, 463.89 feet along the arc of a curve to the right having a radius of 22,718.31 feet and a central angle of 01°10'12" (chord bearing N.02°24'43"W., 463.88 feet); thence N.87°00'00"E., 1045.00 feet; thence N.26°00'00"E., 600.00 feet; thence N.58°42'00"E., 220.11 feet; thence S.66°00'00"E., 1378.80 feet; thence N.82°00'00"E., 475.00 feet; thence S.42°00'00"E., 415.00 feet; thence S.03°00'00"W., 750.00 feet; thence S.32°00'00"W., 289.24 feet; thence S.15°00'00"E., 905.49 feet; thence S.73°00'00"E., 500.00 feet; thence SOUTH, 1250.00 feet; thence S.11°00'00"W., 565.00 feet; thence S.89°00'00"W., 179.76 feet; thence S.34°00'00"W., 510.83 feet; thence S.18°00'00"W., 458.31 feet; thence S.81°15'40"E., 528.89 feet; thence S.13°28'13"E., 398.85 feet; thence N.45°00'00"E., 760.00 feet; thence S.68°00'00"E., 725.00 feet; thence N.55°00'00"E., 565.00 feet; thence N.74°00'00"W., 270.00 feet; thence N.08°00'00"E., 753.89 feet; thence N.87°00'00"E., 510.14 feet; thence N.10°00'00"E., 256.08 feet; thence N.33°00'00"W., 355.00 feet; thence N.55°00'00"E., 405.00 feet; thence N.45°00'00"W., 545.37 feet; thence N.02°00'00"E., 365.17 feet; thence N.21°42'40"E., 97.43 feet; thence N.00°17'27"W., 64.22 feet; thence N.25°59'58"E., 165.66 feet; thence N.33°22'46"E., 110.60 feet; thence S.53°04'07"E., 16.65 feet; thence N.59°46'44"E., 34.51 feet; thence S.05°06'40"W., 117.20 feet; thence S.09°19'13"E., 48.40 feet; thence S.59°37'03"E., 126.59 feet; thence S.80°17'56"E., 107.85 feet; thence S.77°47'53"E., 286.13 feet; thence S.50°00'00"E., 413.86 feet; thence N.75°00'00"E., 388.58 feet; thence S.78°00'00"E., 163.45 feet to a point on a curve; thence Northeasterly, 230.63 feet along the arc of a curve to the left having a radius of 1529.00 feet and a central angle of 08°38'33" (chord bearing N.49°19'16"E., 230.41 feet); thence N.45°00'00"W., 375.42 feet; thence N.11°30'00"W., 295.22 feet; thence N.64°19'52"E., 1016.44 feet; thence S.83°00'00"E., 289.00 feet; thence S.41°55'23"E., 310.04 feet; thence S.25°26'48"E., 307.61 feet; thence S.57°39'51"E., 611.84 feet; thence S.17°11'08"E., 316.90 feet; thence S.62°09'11"E., 263.19 feet; thence S.34°45'30"E., 229.37 feet; thence S.58°00'00"E., 116.91 feet; thence S.29°57'38"E., 135.61 feet; thence S.57°13'09"E., 372.00 feet; thence N.89°22'39"E., 121.08 feet; thence S.57°44'23"E., 58.74 feet; thence N.87°03'04"E., 115.37 feet; thence N.52°32'26"E., 47.71 feet; thence

N.75°58'19"E., 201.38 feet; thence N.85°55'00"E., 99.82 feet; thence S.62°32'20"E., 99.69 feet; thence S.43°44'13"E., 269.36 feet; thence S.34°20'54"E., 165.88 feet; thence S.68°33'22"E., 33.26 feet; thence S.33°38'57"W., 253.66 feet; thence S.78°49'29"W., 195.11 feet; thence S.00°43'00"W., 177.97 feet; thence S.40°19'11"E., 459.58 feet; thence along a line lying 152.00 feet Northerly of and parallel with the Southerly boundary of the 200.00 foot wide railroad right-of-way for Seaboard Coast Line Railroad, (said railroad right-of-way "Now Abandoned"), S.70°23'38"W., 334.30 feet to a point of curvature; thence Westerly, 308.83 feet along the arc of a curve to the right having a radius of 2440.00 feet and a central angle of 07°15'07" (chord bearing S.74°01'11"W., 308.63 feet) to a point of reverse curvature; thence Westerly, 323.94 feet along the arc of a curve to the left having a radius of 2560.00 feet and a central angle of 07°15'01" (chord bearing S.74°01'14"W., 323.73 feet) to a point of tangency; thence S.70°23'44"W., 42.85 feet to a point on the East boundary of the Southeast 1/4 of the aforesaid Section 17, point hereinafter being referred to as **POINT "A"**; thence along said East boundary of the Southeast 1/4 of Section 17, S.00°22'14"W., 161.73 feet to a point on the aforesaid Southerly boundary of the 120.00 foot wide railroad right-of-way for Seaboard Coast Line Railroad, (said railroad right-of-way "Now Abandoned"), also being the Northeast corner of BALLANTRAE VILLAGE 5, as recorded in Plat Book 52, Pages 30 through 49, inclusive, of the Public Records of Pasco County, Florida; thence along said Southerly boundary of the 120.00 foot wide railroad right-of-way for Seaboard Coast Line Railroad and the Northerly boundary of said BALLANTRAE VILLAGE 5, the following three (3) courses: 1) S.70°23'44"W., 1615.67 feet to a point on a curve; 2) Westerly, 250.36 feet along the arc of a curve to the right having a radius of 5789.58 feet and a central angle of 02°28'40" (chord bearing S.71°37'21"W., 250.34 feet); 3) S.72°52'10"W., 256.56 feet to the Northeast corner of BALLANTRAE VILLAGE 6, as recorded in Plat Book 53, Pages 1 through 10, inclusive, of the Public Records of Pasco County, Florida; thence along said Southerly boundary of the 120.00 foot wide railroad right-of-way for Seaboard Coast Line Railroad and the Northerly boundary of said BALLANTRAE VILLAGE 6, S.72°52'10"W., 674.84 feet to the Northwest corner of said BALLANTRAE VILLAGE 6, also being a point on the East boundary of the Northwest 1/4 of the aforesaid Section 20; thence along said East boundary of the Northwest 1/4 of Section 20, N.00°28'06"E., 33.57 feet; thence along a line lying 32.00 feet Northerly of and parallel with said Southerly boundary of the 120.00 foot wide railroad right-of-way for Seaboard Coast Line Railroad, (said railroad right-of-way "Now Abandoned"), the following two (2) courses: 1) S.72°52'10"W., 12.73 feet; 2) S.72°53'07"W., 2752.99 feet to a point on the East boundary of the Northeast 1/4 of the aforesaid Section 19; thence along said East boundary of the Northeast 1/4 of Section 19, S.00°35'52"W., 1436.38 feet to the **POINT OF BEGINNING**.

Containing 958.971 acres, more or less.

LESS THE FOLLOWING DESCRIBED PARCEL:

From a point previously referred to as **POINT "A"**, run thence along a line lying 152.00 feet Northerly of and parallel with the aforesaid Southerly boundary of the 120.00 foot

wide railroad right-of-way for Seaboard Coast Line Railroad, (said railroad right-of-way "Now Abandoned"), the following two (2) courses:

1) S.70°23'44"W., 711.10 feet to the **POINT OF BEGINNING** of the herein described **LESS OUT PARCEL**; 2) continue S.70°23'44"W., 648.12 feet; thence N.51°14'10"W., 210.30 feet; thence N.06°33'03"W., 29.40 feet; thence N.57°11'13"W., 38.16 feet; thence N.33°40'06"W., 86.17 feet; thence N.44°40'06"W., 84.72 feet; thence N.35°16'57"W., 46.89 feet; thence N.15°49'51"W., 84.23 feet; thence N.02°15'38"W., 99.33 feet; thence N.25°20'09"W., 289.12 feet; thence N.19°32'45"W., 22.86 feet; thence N.03°43'22"E., 59.97 feet; thence N.48°34'28"W., 61.25 feet; thence N.34°29'01"W., 21.43 feet to a point on a curve; thence Northeasterly, 219.97 feet along the arc of a curve to the right having a radius of 570.00 feet and a central angle of 22°06'41" (chord bearing N.59°26'40"E., 218.61 feet) to a point of tangency; thence N.70°30'00"E., 637.05 feet; thence S.19°30'00"E., 1102.56 feet to the **POINT OF BEGINNING**.

Containing 20.254 acres, more or less.

ALTOGETHER containing 938.717 acres, more or less

Tab 8

**CONTRACT FOR TECHNOLOGY SERVICES
BEXLEY**

CONTRACT FOR TECHNOLOGY SERVICES (“Contract”)

DATE: _____

BETWEEN: **BEXLEY COMMUNITY DEVELOPMENT DISTRICT I**
5844 Old Pasco Road
Suite 100
Wesley Chapel, FL 33544

(Hereinafter referred to as “**Client**”);

AND: **RIZZETTA TECHNOLOGY SERVICES, LLC**
5020 W. Linebaugh Ave.
Suite 200
Tampa, Florida 33624

(Hereinafter referred to as “**Consultant**”).

SCOPE OF SERVICES:

Services provided by Consultant shall be to provide Client with the development, implementation, maintenance and/or the upgrading of its technological capabilities. Services may include, but are not limited to:

Web Site:

Development:

Consultant shall design or re-design and implement a web site for Client to comply with Florida law, including, but not limited to, section 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site. Consultant shall register a domain name in the Client’s name for purposes of establishing the web-site. Details of required content are shown in Exhibit “A”.

Hosting, Backup and Content Updating:

Consultant shall provide hosting and backup of Client web site and update content, including minutes, financial statements and events on a monthly basis, or earlier if required by law. Consultant shall be responsible for ensuring Client’s compliance with Florida law, including, but not limited to, section 189.069,

**CONTRACT FOR TECHNOLOGY SERVICES
BEXLEY**

Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract.

Customization:

Consultant shall provide programming services to add features / functions which are in addition to those required by statute and are outlined in Exhibit A to this Contract.

E-mail Services:

Consultant shall establish and register, if necessary, a domain name (in the Client's name) for purposes of setting up and creating individual e-mail addresses for supervisors, staff or employees as designated by the Client. Services also include ongoing management of e-mail accounts, hosting and backup.

Additional Services:

Consultant shall provide additional services, as requested, which may include, but are not limited to: network, phone system and wireless internet design, installation and support, security consultation, IT and computer training, activity tracking, alerts and system monitoring.

FEE SCHEDULE:

Fees for services described above shall be as follows:

Web Site:

Development of new web site	\$1,500 One-time charge
Re-design of existing web site	\$750 One-time charge
Hosting, Backup & Content Updating	\$100 Monthly
Customization	Upon Request
Termination/Transfer	Not-to-Exceed \$500

Email:

Set-up fee for E-mail services	\$500 One-time charge
Ongoing E-mail service (25GB per user)	\$15/month/user

Additional Services:

Upon Request

The specific services authorized by acceptance of this Contract are shown in Exhibit "B". Any services not specifically identified in Exhibit "B" will require approval by the District of an additional addendum which will describe such additional services and fees. Any fees "Upon Request" require the District Chairperson's prior approval.

**CONTRACT FOR TECHNOLOGY SERVICES
BEXLEY**

Out-of-Pocket Expenses:

In addition to professional fees, project related out-of-pocket expenses will be billed at. These expenses include, but are not limited to: airfare, mileage, public transportation, parking, lodging, meals, re-production of documents, long distance telephone, fax, postage, clerical support, computer charges and express mail. These expenses will be invoiced along with fees and will be due and payable according to the same time frames established herein for other invoices. Out-of-pocket expenses shall not exceed \$500 without prior written approval of the District.

Fees and expenses will be invoiced upon completion or monthly, as applicable, and will be due and payable when invoiced.

The monthly fees outlined herein shall be amended annually as reflected in the adopted General Fund Budget of the District. Such new fees, as authorized by the District's action to adopt the General Fund Budget, shall become a binding schedule of this Contract until otherwise changed by a subsequent action of the District.

The one-time charges outlined herein shall be subject to change in the future upon request of the Client for additional services. Such revised one-time charges will be provided to the Client for approval prior to commencement of any additional services.

CLIENT RESPONSIBILITIES:

The Client shall furnish all required documents, data and information relative to the project necessary for the Consultant to perform the duties of this Contract. In addition, Client shall provide timely services of its staff deemed necessary as the project progresses. Fees and expenses incurred in providing this support shall be the sole responsibility of the Client; provided, however, that no such fees or expenses shall be charged where the Consultant and/or its affiliate(s) who serve(s) as District Manager or records custodian already hold the required documents, data or information.

EFFECTIVE DATE; TERM:

This Contract shall be effective on the date first written above and shall automatically be renewed for successive one-year terms, unless terminated in accordance with the terms herein.

TERMINATION:

This Contract may be terminated as follows:

- 1) By either party without cause by providing sixty (60) days written notice of

**CONTRACT FOR TECHNOLOGY SERVICES
BEXLEY**

termination to the other party.

- 2) By the Client for “good cause” which shall include, but not be limited to, misfeasance, malfeasance, nonfeasance or dereliction of duties by the Consultant. Termination for “good cause” shall be effective immediately upon provision of written notice to Consultant at the address noted herein.
- 3) By the Consultant for “good cause”, which shall include, but is not limited to, failure of the Client to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance or dereliction of duties by the Client, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Client which Consultant deems unethical, unlawful or in contradiction of any applicable federal, state or municipal law or rule. Termination for “good cause” shall be effective immediately upon provision of written notice to Client at the address noted herein.

Upon any termination of this Contract, Consultant shall be entitled to payment for all work and/or services rendered up until the effective termination of this Contract, subject to whatever claims or off-sets Client may have against Consultant. Upon any termination of services, Client will continue to own any domain names and web site content, and Consultant will make all reasonable effort to provide for an orderly transfer of the Client’s domain names and web site content to the Client or its designee.

NON-PAYMENT:

The failure of Client to pay any amount due within the applicable time frames established herein shall constitute good cause for Consultant to suspend services provided under this Contract until full payment is received.

NON-CONTINGENCY:

The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

LEGAL COMPLIANCE:

Consultant shall, for as long as Consultant is under contract to provide the services described herein, be responsible:

- 1) To insure that the Client’s web site remains in compliance with all applicable Florida law regarding the content and functionality of such web site.
- 2) To provide for the long-term storage of email in compliance with all applicable

**CONTRACT FOR TECHNOLOGY SERVICES
BEXLEY**

Florida law regarding records retention.

INSURANCE:

Consultant will maintain throughout the term of this Contract the following insurance coverage:

- i. Worker's Compensation insurance to cover full liability under worker's compensation laws in effect from time to time in Florida.
- ii. General Liability insurance with the limit of \$1,000,000 Each Occurrence.
- iii. Professional Liability insurance with limits of no less than \$1,000,000.
- iv. Employment Practices Liability insurance with \$1,000,000 limit.
- v. Comprehensive Automobile Liability insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of \$1,000,000.

Except with respect to the Professional Liability and Worker's Compensation insurance policies, Client (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on each such insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause Client to not be named as an additional insured where applicable) without at least sixty (60) days written notice to Client. Consultant will furnish Client with a Certificate of Insurance evidencing compliance with this section upon request.

GENERAL TERMS AND CONDITIONS:

- 1) All invoices are due and payable within 45 days of receipt of a proper invoice pursuant to the Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes. Any interest on the amounts due is also governed by the Local Government Prompt Payment Act.
- 2) In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs.
- 3) Client's abandonment or suspension of the project shall not relieve the Client of monies due for services rendered to the date of such abandonment or suspension. Such services shall be billed at the applicable stated rates or full lump sum amounts and will be immediately due and payable upon determination that the project has been abandoned or suspended and that the Consultant has performed

**CONTRACT FOR TECHNOLOGY SERVICES
BEXLEY**

the services as outlined herein.

- 4) Ownership of web site, content, domain name and e-mail addresses, under all circumstances is that of the Client.
- 5) This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
- 6) In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- 7) Any and all records related to this Contract and the services provided hereunder may constitute public records pursuant to Florida law, and the Consultant agrees to comply with all applicable provisions of Florida law, including, but not limited to, section 119.0701, Florida Statutes.
- 8) To the extent allowable under applicable law (but without waiving any limitations of liability) and except and to the extent caused by the negligent or intentionally wrongful acts or omissions of the Consultant, Client agrees to indemnify, defend, and hold the Consultant harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the Client and this Agreement. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.
To the extent allowable under applicable law and except and to the extent caused by the negligent or intentionally wrongful acts or omissions of the Client, the Consultant agrees to indemnify, defend, and hold the Client harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Client may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the Consultant and this Agreement. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Client may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

Nothing herein shall be construed to limit Client's sovereign immunity limitations

**CONTRACT FOR TECHNOLOGY SERVICES
BEXLEY**

of liability provided in section 768.28, Florida Statutes or other applicable law.

This Contract shall represent the entire agreement between the Consultant and the Client. Both Consultant and Client understand and agree with the terms and conditions as set forth herein.

ACCEPTED BY:

BEXLEY COMMUNITY DEVELOPMENT DISTRICT I

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

RIZZETTA TECHNOLOGY SERVICES, LLC

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

**CONTRACT FOR TECHNOLOGY SERVICES
BEXLEY**

EXHIBIT “A”

Required Web Site Content

Pursuant to section 189.069, Florida Statutes, special district web sites will be required to include and make available the following information or documents:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, address, email address, and the term 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 and the statute under which the special district operates, any grant of special powers, the date of establishment, and the establishing entity.
6. The mailing address, email address, telephone number, and internet web site 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, special assessment, or charge.
9. The primary contact person for the special district for purposes of communication from the Department of Economic Opportunity.
10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
11. The adopted budget of the special district, in addition to budget amendments in accordance with section 189.418, Florida Statutes.
12. The final, complete audit report for the most recent completed fiscal year and other audit reports required by law or authorized by the governing body of the special district.

**CONTRACT FOR TECHNOLOGY SERVICES
BEXLEY**

EXHIBIT "B"

Service(s) Included:

Web Site:

New site	\$1,500	Y	N
Re-Design existing site	\$750	Y	N
Monthly Hosting, Backup and Content Updating	\$100	Y	N
Customization	Upon Request	Y	N

E-Mail:

Set-up for E-mail service	\$500	Y	N
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Ongoing E-mail service (25GB per user)

Number of users:

Board Members: _____ @ \$15/month/user

On-site Staff _____ @ \$15/month/user

Other Staff _____ @ \$15/month/user