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2 **MINUTES OF MEETING**

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4 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  
5 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  
6 be based.

7 **BEXLEY**  
8 **COMMUNITY DEVELOPMENT DISTRICT**  
9

10 The regular meeting of the Board of Supervisors of Bexley Community Development  
11 District was held on **Wednesday, July 26, 2017 at 6:00 p.m.** at The Bexley Club, located at  
12 16950 Vibrant Way, Land O' Lakes, Florida 34638.

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14 Present and constituting a quorum were:

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16 Doug South **Board Supervisor, Vice Chairman**  
17 John Blakley **Board Supervisor, Assistant Secretary**  
18 Pete Williams **Board Supervisor, Assistant Secretary**  
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20 Also present were:

21  
22 Angel Montagna **District Manager, Rizzetta & Company, Inc.**  
23 Jonathan Johnson **District Counsel, Hopping, Green & Sams, P.A.**  
24 Ashley Davis **Clubhouse Manager**  
25 Audience  
26

27 **FIRST ORDER OF BUSINESS** **Call to Order**

28  
29 Ms. Montagna called the meeting to order and conducted the roll call.  
30

31 **SECOND ORDER OF BUSINESS** **Audience Comments**

32  
33 There were no audience comments.  
34

35 **THIRD ORDER OF BUSINESS** **Consideration of Minutes of the Board of**  
36 **Supervisors' Meeting held on June 28,**  
37 **2017**  
38

39 Ms. Montagna presented the minutes of the Board of Supervisors' meeting held on June  
40 28, 2017. It was stated that the motion box on line 118 has an incorrect supervisor on the second.  
41

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<p>On a Motion by Mr. Williams, seconded by Mr. South, with all in favor, the Board of Supervisors' approved the minutes of the Board of Supervisors' meeting held on June 28, 2017 as amended for Bexley Community Development District.</p>
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45 **FOURTH ORDER OF BUSINESS** **Consideration of Operation and**  
46 **Maintenance Expenditures for June 2017**  
47

48 Ms. Montagna presented the Operation and Maintenance Expenditures for June 2017.  
49

On a Motion by Mr. South, seconded by Mr. Williams, with all in favor, the Board of Supervisors approved the June 2017 Operation and Maintenance Expenditures in the amount of \$84,083.67 as presented for Bexley Community Development District.

50  
51 **FIFTH ORDER OF BUSINESS** **Ratification of Series 2016 Requisitions –**  
52 **Over \$100 K -#CUS 208, 210, 221 and 222**  
53

54 Ms. Montagna presented Series 2016 Requisitions – Over \$100K - #CUS 208, 210, 221  
55 and 222 for Supplemental Construction Account 2016.  
56  
57

REQUISITION NO.	PAYEE	AMOUNT
CUS 208	RIPA & Associates, LLC	\$140,734.31
CUS 210	RIPA & Associates, LLC	\$3,390,548.07
CUS 221	Sunrise Landscape	\$223,458.75
CUS 222	York Bridge Concepts, Inc.	\$23,800.00

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On a Motion by Mr. South, seconded by Mr. Blakley, with all in favor, the Board of Supervisors ratified Requisition #CUS 208 for Supplemental Construction Account 2016 for Bexley Community Development District.

59  
On a Motion by Mr. South, seconded by Mr. Williams, with all in favor, the Board of Supervisors ratified Requisition #CUS 210 for Supplemental Construction Account 2016 for Bexley Community Development District.

60  
On a Motion by Mr. South, seconded by Mr. Williams, with all in favor, the Board of Supervisors ratified Requisition #CUS 221 for Supplemental Construction Account 2016 for Bexley Community Development District.

61  
On a Motion by Mr. Williams, seconded by Mr. South, with all in favor, the Board of Supervisors ratified Requisition #CUS 222 for Supplemental Construction Account 2016 for Bexley Community Development District.

62  
63 **SIXTH ORDER OF BUSINESS** **Ratification of Series 2016 Requisitions –**  
64 **Under \$100 K - #CUS 156, 204 – 207, 209**  
65 **– 220 and 223**

66 Ms. Montagna presented the Requisition Recap – Under \$100K - #CUS 156, 204 – 207,  
 67 209 - 220 and 223 for Supplemental Construction Account 2016.  
 68  
 69

REQUISITION NO.	PAYEE	AMOUNT
CUS 156	GeoPoint Surveying, Inc.	\$36,050.00
CUS 204	Asheville Playground	\$18,797.73
CUS 205	Avid Trails, LLC	\$4,296.60
CUS 206	Hopping Green & Sams	\$8,443.45
CUS 207	RIPA & Associates, LLC	\$83,547.17
CUS 209	RIPA & Associates, LLC	\$16,059.94
CUS 211	Acorn Sign Graphics	\$8,783.06
CUS 212	Atlantic TNG, LLC	\$4,496.35
CUS 213	Avid Trails, LLC	NOT SIGNED
CUS 214	Cardno, Inc.	\$4,545.00
CUS 215	Clearview Land Design, P.L.	\$34,272.28
CUS 216	CRS Building Corporation	\$49,706.86
CUS 217	Ferguson Enterprises, Inc.	\$14,966.00
CUS 218	GeoPoint Surveying, Inc.	\$15,450.00
CUS 219	Hopping Green & Sams	\$7,323.00
CUS 220	Stewart’s Tree Service, Inc.	\$5,700.00
CUS 223	York Bridge Concepts, Inc.	\$23,800.00

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On a Motion by Mr. Blakley, seconded by Mr. Williams, with all in favor, the Board of Supervisors ratified the Requisition Recap – Under \$100K for Supplemental Construction Account 2016 (Requisitions #CUS 156, 204 – 207, 209 – 212, 214 - 220 and 223, #213 was removed as it was not signed) for Bexley Community Development District.

71  
 72 **SEVENTH ORDER OF BUSINESS** **Ratification of Change Orders – If Any**  
 73  
 74 Ms. Montagna stated that there were no change orders to present at this time.  
 75

76 **EIGHTH ORDER OF BUSINESS** **Public Hearing on Fiscal Year 2017/2018**  
 77 **Final Budget**  
 78  
 79 Ms. Montagna asked for a motion to open the public hearing on the Fiscal Year  
 80 2017/2018 Final Budget.  
 81

On a Motion by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board of Supervisors opened the Public Hearing on Fiscal Year 2017/2018 Final Budget for Bexley Community Development District.

82

83 Ms. Montagna presented the fiscal year 2017/2018 budget to the Board. Discussion  
84 ensued regarding line items of the budget.

85

86 Ms. Montagna opened the floor for audience comments. There were none.

87

88 Ms. Montagna asked for a motion to close the public hearing on the Fiscal Year  
89 2017/2018 Final Budget.

90

On a Motion by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board of Supervisors closed the Public Hearing on Fiscal Year 2017/2018 Final Budget for Bexley Community Development District.

91

92 **NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2017-09,  
Adopting Fiscal Year 2017/2018 Final  
Budget**

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94

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96 Ms. Montagna presented and reviewed Resolution 2017-09, Adopting Fiscal Year  
97 2017/2018 Final Budget.

98

On a Motion by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board of Supervisors approved Resolution 2017-09, Adopting Fiscal Year 2017/2018 Final Budget for Bexley Community Development District.

99

100 **TENTH ORDER OF BUSINESS**

**Public Hearing on Fiscal Year 2017/2018  
Special Assessments**

101

102

103 Ms. Montagna asked for a motion to open the public hearing on the Fiscal Year  
104 2017/2018 Special Assessments.

105

On a Motion by Mr. Williams, seconded by Mr. South, with all in favor, the Board of Supervisors opened the Public Hearing on Fiscal Year 2017/2018 Special Assessments for Bexley Community Development District.

106

107 Ms. Montagna presented the fiscal year 2017/2018 assessment table to the Board. There  
108 were no questions.

109

110 Ms. Montagna asked if there were any audience comments. There were none.

111

112 Ms. Montagna asked for a motion to close the public hearing on the Fiscal Year  
113 2017/2018 Special Assessments.

114

On a Motion by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board of Supervisors closed the Public Hearing on Fiscal Year 2017/2018 Special Assessments for Bexley Community Development District.

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117 **ELEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2017-10,**  
118 **Imposing Special Assessments and**  
119 **Certifying an Assessment Roll**  
120

121 Ms. Montagna presented and reviewed Resolution 2017-10, Imposing Special  
122 Assessments and Certifying an Assessment Roll.  
123

On a Motion by Mr. Williams, seconded by Mr. South, with all in favor, the Board of Supervisors approved Resolution 2017-10, Imposing Special Assessments and Certifying an Assessment Roll for Bexley Community Development District.

124  
125 **TWELFTH ORDER OF BUSINESS** **Consideration of Resolution 2017-11,**  
126 **Setting the Meeting Schedule for Fiscal**  
127 **Year 2017/2018**  
128

129 Ms. Montagna presented and reviewed Resolution 2017-11, Setting the Meeting Schedule  
130 for Fiscal Year 2017/2018. The Board stated that they would probably cancel their November  
131 and December meetings.  
132

On a Motion by Mr. Blakley, seconded by Mr. Williams, with all in favor, the Board of Supervisors approved Resolution 2017-11, Setting the Meeting Schedule for Fiscal Year 2017/2018 for Bexley Community Development District.

133  
134 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Resolution 2017-12,**  
135 **Extending Terms of Office**  
136

137 Ms. Montagna presented and reviewed Resolution 2017-12, Extending Terms of Office.  
138 Mr. Johnson explained that the resolution extends the Board members terms to coincide with the  
139 general elections to be held in November 2018 and 2020.  
140

On a Motion by Mr. Williams, seconded by Mr. South, with all in favor, the Board of Supervisors approved Resolution 2017-12, Extending Terms of Office (Doug South – Seat #3, Maja Barnat – Seat #4 and John Blakely- Seat #5 terms extended to November 2018 and Vacant – Seat #1 and Pete Williams – Seat #2 terms extended to November 2020) as amended for Bexley Community Development District.

141  
142 **FOURTEENTH ORDER OF BUSINESS** **Consideration of Resolution 2017-13,**  
143 **Adopting Alternative Investment**  
144 **Guidelines**  
145

146 Ms. Montagna presented and reviewed Resolution 2017-13, Adopting Alternative  
147 Investment Guidelines.  
148

On a Motion by Mr. South, seconded by Mr. Williams, with all in favor, the Board of Supervisors approved Resolution 2017-13, Adopting Alternative Investment Guidelines for Bexley Community Development District.

149 **FIFTEENTH ORDER OF BUSINESS** **Consideration of Proposal for Waterways**  
150 **and Wetland Maintenance**

151  
152 Ms. Montagna presented and reviewed the proposal for Waterways and Wetland  
153 Maintenance. She stated that the Board had previously tabled this proposal. The Board decided to  
154 table this item so that District staff could obtain proposals based on maps.  
155

On a Motion by Mr. Blakley, seconded by Mr. Williams, with all in favor, the Board of Supervisors approved Aquatic Systems' proposal for Waterways (\$6,515/month) and Wetland Maintenance (\$8,995/month) for Bexley Community Development District.

156  
157 **SIXTEENTH ORDER OF BUSINESS** **Consideration of a Board Supervisor**  
158 **Resignation (Tom Panaseney)**

159  
160 Ms. Montagna stated that she had received a letter of resignation from Mr. Panaseney. She  
161 asked the Board for a motion to accept the letter of resignation.  
162

On a Motion by Mr. Williams, seconded by Mr. South, with all in favor, the Board of Supervisors accepted Tom Panaseney's resignation from the Board of Supervisors for Bexley Community Development District.

163  
164 **SEVENTEENTH ORDER OF BUSINESS** **Consideration of a Board Supervisor**  
165 **Replacement**

166  
167 Ms. Montagna asked the Board if they had any nominations for vacant seat #1. The  
168 Board decided to table this item until their August meeting.  
169

170 **EIGHTEENTH ORDER OF BUSINESS** **Administer Oath of Office to Newly**  
171 **Appointed Supervisor**

172  
173 This item was tabled until the August meeting.  
174

175 **NINETEENTH ORDER OF BUSINESS** **Review of Form 1 and Sunshine**  
176 **Amendment**

177  
178 This item was tabled until the August meeting.  
179

180 **TWENTIETH ORDER OF BUSINESS** **Consideration of Resolution 2017-14, Re-**  
181 **designating Officers of the District**

182  
183 This item was tabled until the August meeting.  
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185 **TWENTY-FIRST ORDER OF BUSINESS** **Staff Reports**

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187 A. District Counsel  
188 No report.

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B. District Engineer

Mr. South stated that Lenny Woster is working with Cornerstone on washouts. Mr. South requested Clearview's Field Inspector work with Tyree Brown and Lenny Woster regarding washouts in Bexley.

Jordan Schrader stated that updated trail maps will be coming soon. He also stated that that the colors have been fixed on the existing maps.

C. Field Services Manager

Ms. Montagna presented and reviewed the Field Services report for June 2017.

Ms. Montagna presented the Scope of Services for the Landscape Maintenance Request for Proposals to be presented at the Board's August meeting. Discussion ensued.

Ms. Montagna reminded the Board that there would be a landscape maintenance services evaluation committee meeting on August 23<sup>rd</sup> at 11:00 a.m. prior to the Board meeting at 1:00 p.m. The Evaluation Committee will consist of Pete Williams, Doug South, and Jordan Schrader.

D. Clubhouse Manager

Ms. Montagna presented the Clubhouse Manager's report for June 2017.

E. District Manager

Ms. Montagna stated that the next regularly scheduled meeting will be held on August 23, 2017 at 1:00 p.m. at the office of Rizzetta & Company, 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

The Board requested that Ms. Montagna inform Maja Barnat that she would need to attend next month's meeting as Mr. Blakely will not be able to attend.

Ms. Montagna presented the Fiscal Year 2017/2018 Developer Funding Agreement.

On a Motion by Mr. South, seconded by Mr. Williams, with all in favor, the Board of Supervisors approved the Fiscal year 2017/2018 Developer Funding Agreement in form for Bexley Community Development District.

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**TWENTY-SECOND ORDER OF BUSINESS    Supervisor Requests**

Ms. Montagna asked if there were any Supervisor requests. Mr. Williams suggested that after the first of the year the District hold a combined HOA and CDD 101 class.

**TWENTY-THIRD ORDER OF BUSINESS    Adjournment**

Ms. Montagna requested a motion from the Board to adjourn the meeting.

On a Motion by Mr. Blakley, seconded by Mr. Williams, with all in favor, the Board of Supervisors adjourned the meeting at 6:43 p.m. for Bexley Community Development District.

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Secretary / Assistant Secretary

  
Chairman / Vice Chairman



# Exhibit A

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Approved in substantial form  
DS 7/26/17

**Bexley Community Development District**  
**Fiscal Year 2017/2018 Developer Funding Agreement**

This Agreement is made and entered into this 26 day of July, 2017, by and between:

**Bexley Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes, and located in Pasco County, Florida (hereinafter "District"), and

**NNP IV – Lake Hutto, LLC**, a Delaware limited liability company and a landowner in the District (hereinafter "Developer").

Recitals

WHEREAS, the District was established by an ordinance of the PASCO County Board of County Commissioners for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including a storm water management system, roadways, water distribution and sewer collection systems, landscaping, recreational facilities and other infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the majority of the real property within the District, which property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year 2017-2018, which year commences on October 1, 2017, and concludes on September 30, 2018; and

WHEREAS, this general fund budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, the District has or will be levying non ad valorem special assessments on all land within the District that will benefit from the activities, operations and services set forth in Exhibit "A"; and

WHEREAS, in lieu of initially certifying for collection special assessments on the Property, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its operations as described in Exhibit "A" so long as payment

is timely provided; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on Exhibit "A" to the property owned by the Developer within the District (the "Property"); and

WHEREAS, the District desires to secure the funding of the Budget through the imposition of a continuing lien against the Property and otherwise as provided herein and in any resolutions of the District pertaining to the imposition of a lien for special assessments.

NOW, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Developer agrees to make available to the District the monies necessary for the operation of the District based on actual expenditures of the District as called for in the budget attached hereto as Exhibit "A" (and as Exhibit "A" may be amended from time to time), within thirty (30) days of written request by the District. Amendments to the District's 2017-2018 Fiscal Year Budget as shown on Exhibit "A" adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. The funds provided under this Agreement shall be placed in the District's general checking account. These payments are made by the Developer in lieu of the collection of special assessments that might otherwise be collected by the District.

2. The District has found that the activities, operations and services set out in Exhibit "A" provide a special and peculiar benefit to the Property, which benefit is allocated as provided in the assessment roll attached hereto and incorporated herein as Exhibit "B". The Developer agrees that the activities, operations and services set forth in Exhibit "A" provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in Exhibit "A", as allocated in Exhibit "B". Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, or in any resolution of the District regarding the imposition and collection of special assessments, the District, in its sole discretion, and upon failure of the Developer to make payment as provided for in this Agreement, may choose to certify for collection amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection on a future years tax roll and collected by the Hillsborough County Tax Collector, collected pursuant to a foreclosure action, or, at the District's discretion, collected in any other method authorized by law.

3. In the event the District is required to certify non ad valorem special assessments for collection as a result of the Developer's failure to provide the funds as required under this Agreement, the amount of funds received by the District from Developer under this Agreement shall be credited pro-rata to all lands subject to special assessments in the manner provided in the District's assessment methodology of operation and maintenance.

4. District and Developer agree that the Budget shall be revised at the end of the fiscal year to reflect the actual expenditures for the District for the period beginning October 1, 2017 and ending September 30, 2018. Developer shall not be responsible for any costs other than those costs provided for in the Budget, as so amended.

5. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

6. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law and each party has full power and authority to comply with the terms and provisions of this instrument.

7. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

8. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer, and in the manner described in paragraph 2 above.

9. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

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

11. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

13. The Agreement shall be effective after execution by both parties. The enforcement provisions of this Agreement shall survive its termination until all payments due under this Agreement are paid in full.

In witness whereof, the parties execute this agreement the day and year first written above.

Attest:

  
Assistant Secretary

**Bexley Community  
Development District**

  
Vice Chairman, Board of Supervisors

Attest:

**NNP IV – Lake Hutto, LLC, a Delaware Limited  
Liability Company**

  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A: Fiscal Year 2017-2018 Budget**

**EXHIBIT A**

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**EXHIBIT B**

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