



Rizzetta & Company

Bexley Community Development District

Final Agenda Board of Supervisors' Meeting February 22, 2023

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

www.bexleycdd.org

**BEXLEY
COMMUNITY DEVELOPMENT DISTRICT**

Board of Supervisors	Doug South John Blakley Pete Williams Nancy Pettit Stephen Babon	Chairman Assistant Secretary Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Jennifer Goldyn	Rizzetta & Company, Inc.
District Counsel	Alyssa Willson	Kutak Rock
District Engineer	Jordan Schrader	Clearview Land

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

BEXLEY COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE – Riverview FL, 813-533-2950
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, FL 33614
WWW.BEXLEYCDD.ORG

February 15, 2023

Board of Supervisors
Bexley Community
Development District

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Bexley Community Development District will be held on **Wednesday, February 22, 2023, at 1:00 p.m.** at the offices of Rizzetta & Co., located at 5844 Old Pasco Rd., Suite 100. The following is the final agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Landscape Inspection Report.....Tab 1
 - D. Landscape Report
 - E. Clubhouse Manager
 1. Presentation of Clubhouse Report.....Tab 2
 - F. District Manager
 1. Presentation of District Manager's Report.....Tab 3
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors Meeting held on January 25, 2023.....Tab 4
 - B. Consideration of Operation and Maintenance for August 2022 – January 2023
(Under Separate Cover)
- 5. BUSINESS ITEMS**
 - A. Ratification of Temporary Construction Easement Agreement for Bexley South Parcel 3 Phase 1 Lot D.....Tab 5
 - B. Consideration of Ballenger Irrigation oversight proposal
(Under Separate Cover)
 - C. Consideration of RFQ for District Engineer Services.....Tab 6
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950, or email Jennifer Goldyn at jgoldyn@rizzetta.com.

Sincerely,
Jennifer Goldyn
District Manager

Tab 1

BEXLEY

LANDSCAPE INSPECTION REPORT



February 5, 2023
Rizzetta & Company
John Toborg – Division Manager
Landscape Inspection Services



Rizzetta & Company
Professionals in Community Management

General Updates, Recent & Upcoming Maintenance Event

- During the month of March, all Bahia turf shall receive an application of 1360 lbs. (27+ – 50 lb. bags) of 16-0-8 fertilizer with a pre-emergent herbicide. Additionally, all Bermuda turf shall receive an application of 455 lbs. (9+ - 50 lb. bags) of 24-0-11 fertilizer with a pre-emergent herbicide. All Ornamentals shall receive an application of 1180 lbs. (23+ - 50 lb. bags) of 8-10-10 fertilizer, all Palms shall receive an application of 165 lbs. (3+ - 50 lb. bags) of 8-2-12+4 Mg fertilizer. And finally, all specialty plants shall receive an application of 100 lbs. (2 – 50 lb. bags) of 8-10-10 fertilizer.
- I ask that Juniper notify me and Staff at least five days ahead of each fertilization being applied and to check in with Staff the day of application so Staff can verify type, quantity and what the fertilizer is being applied to. Staff then can record this information on the fertilizer label and scan it to me.

The following are action items for Juniper to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Orange** is for Staff. **Bold underlined is either info or questions for the BOS.**

1. Hand pull weeds in the Mentmore roundabout perimeter. Also pull weeds from the tips of both medians on Bexley Village Drive (BVD) and Oak Moss.
2. Treat dollarweed on the BVD west ROW north of Mentmore.
3. Hand pull weeds from the Variegated Confederate Jasmine on the Balance Cove median.
4. Hand pull Spanish Moss from all CDD-maintained trees up to a height of 15' – specifically, but not limited to, Balance Cove Park. **Time is running out.**
5. Remove a single Plumbago on Pine Ribbon approaching Red Brick.
6. **On the southbound lanes of BVD on the median between Solace Run and Balance Cove, check irrigation just north of the turn lane. Water is coming over the curb across for the new Vet.**
7. **The Bald Cypress surrounding the pond in front of the club are loaded with Spanish Moss. (Pic 7)**
8. The BVD/Bud Bexley Parkway (BBP) roundabout needs to be treated for weeds.
9. On the south side of the pond between BVD and BBP, between the trail and the pond, trim Jasmine shoots and inspect the extremely thin Gold Mound. Diagnose and treat accordingly.



Bud Bexley Parkway, Ballantrae, Aero Avenue

10. Treat all active fire ant mounds – specifically on the narrow planting bed between the trail and the roadway on BBP. Once mound is dead, crews need to return to rake out all soil and re-expose turf or mulch. Shouldn't we be nearing the 90-day full kill on the application of TopChoice?

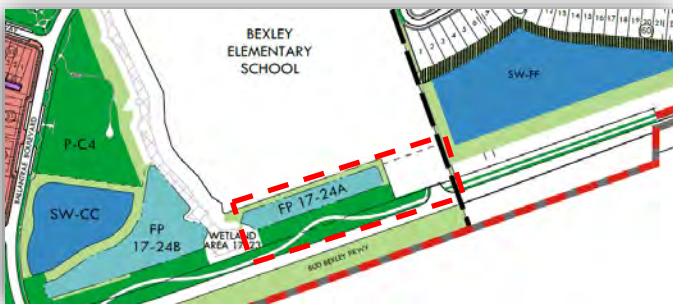
11. Is the General Contractor on the south side of BBP responsible for keeping streets clean? I'm noticing moderate piles of soil building up in the turf behind the curb on the north side of the parkway. Is this from their street sweeper?

12. Hand pull weeds from the beds on the north side of the trail heading west on BBP. Downy Jasmine also needs to be trimmed – approximately 400' west of Ballantrae.

13. What is the ETA for the installation of Pringles Podocarpus on the north side of BBP, east of Ballantrae?

14. Remove volunteer Brazilian Peppers from the Loropetalum on the north side of the trail east of Ballantrae.

15. There is a large section on the south side of Bexley Elementary that is CDD maintained. There is also a section due west of the entrance that is NOT CDD. Determine if the trees covered in Spanish Moss are CDD-maintained and de-moss them if they are. The trees south of the pond south of Soccer Park also are full of moss. By what date will this be removed? (see below).



16. Treat the turf weeds in the east ROW of Ballantrae at the southern tip of the Bike Park and extending up in front of the school. There are also tall broadleaf weeds in the turf elsewhere. Even in the dormant season (every other week mowing) weeds cannot be allowed to get this size. (Pic 16)



17. The failed Blue Daze bed on Aero Avenue ROW has been removed and converted to turf. (Pic 17)



18. In the photo above, just past the curb inlet to the far-right side of the photo, there is a bad patch of turf that may need to be cut out and replaced.

19. Are turf weeds continuing to be treated in Lotus Lawn Park?

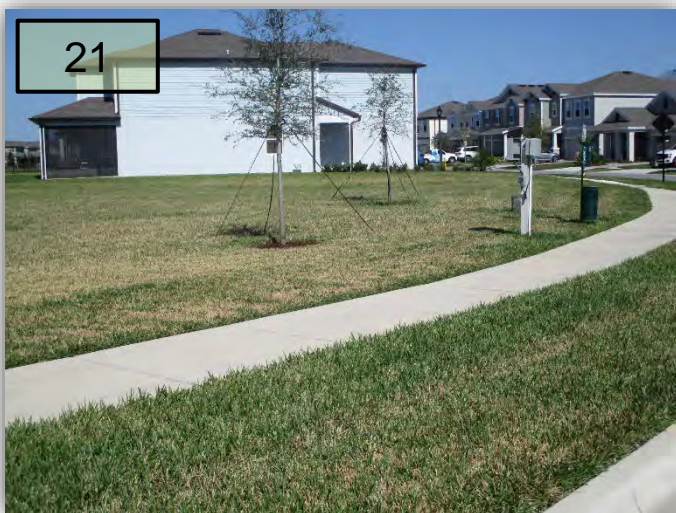


Ramble On Way, Jersey Pass

20. Was the perennial peanut sprayed on the south end of Ramble On Park? It looks as though it has been. All I've requested so far is a proposal to remove and replace with turf all the perennial peanut, but nothing has been approved. (Pic 20)



21. Can Juniper provide an explanation regarding the difference in color between interior turf of Ramble On Park and the ROW surrounding it? (Pic 21)



22. Continue to hand pull cattails out of the landscape bed in the NW corner of Ramble On Park. Hand pull all remaining weeds also.

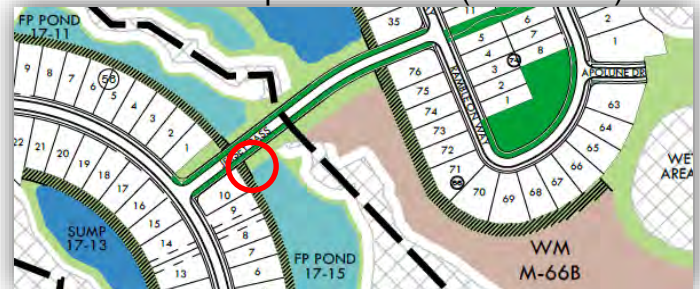
23. Make sure all yard drains are always kept cleared and exposed in the Ramble On Park lawn.

24. There may be an irrigation issue on the Ramble On side of the pie-shaped park NW of the Phase 4 amenity. Inspect and make any necessary repairs. (Pic 24)



25. On the opposite side of the park mentioned in Item 24, there is a lot of brown Juniper. Juniper HATES wet feet and these plants, in this location, are sitting in water a lot of the time.

26. The ornamental grass bed on the NW corner of Pond FP 17-15 (south side of Jersey Pass) needs to be kept weed-free. (see below)



27. I'm not sure why, but the irrigation was running in the area shown below at approximately 11:30 am. (see below)



Cruiser Bend Park, Tubular Run/Cruiser Bend

28. Re-inspect a couple of the trees along the roadway in Cruiser Bend Park that were straightened and re-staked after the storms. A few straps have come loose.

29. Continue to monitor and treat, as necessary, the stressed turf on Slipstream at Ballantrae. It is not improving. It now continues westward on the south side of Slipstream. This has been going on for a few months now. There are also tall weeds in the ROW that should be getting removed even during off-mow weeks. (Pics 29a & b)



30. Juniper to provide an update regarding the variety of treatments that have occurred in the side yard tract at Cruiser Bend and Tubular Run. What is the watering frequency and duration here?

31. As you turn north onto BVD from the northern leg of Cruiser Bend east, there are a lot of weeds in the sideyard tract adjacent to the corner house. (Pic 31)



32. Is the BOS interested in replacing what is clearly another theft of the large river rock at the northern tip of the BVD median between Cruiser Bend and Breakaway Street?

33. This is another area of poor turf on the BVD median near the southern intersection of Cruiser Bend southwest and BVD. This is in the vicinity of where just recently a large area of turf was replaced. Is this an extension of that area and problem? (Pic 33)



Cruiser Bend, Yellow Brick Park, Brighton Lake, Bexley Village Dr.

34. None of the trees on Cruiser Bend west of BVD received mulch.

35. Do not forget the Dw. Firebush on the BVD median north of Terrazzo when it comes time to cutting these plants to the ground going into spring.

36. There is still a lot of dollar weed, thistle and other weeds on the north ROW of Terrazzo.

37. As Juniper has previously reported, the Gold Mound plant is susceptible to Root Knot Nematode. That is a known fact, however, has that been determined to be the cause of its thinning? There may also be other causes. It is not thriving at Game On Park or Yellow Brick Park – much of which has been recently installed. (shown below). (Pic 37)



38. Juniper to provide the difference in frequency and duration of the irrigation on BVD to the north and Yellow Brick Park and supply that as part of the response to this report.

39. I think the Blue Daze on the northern end of Yellow Brick Park could be cut to the ground going into spring. Not just here, but in pother beds (Lotus Lawn) throughout the community.

40. The Flax Lilies on the north end of Yellow Brick Park still need to be cleaned up. (Pic 40>)

41. Make sure the Red Lantana on the western end of Wisdom Trail Park gets cut to the ground going into spring.

42. What is occurring with the turf in front of the second home on Brighton Lake off BVD? There is a marked difference in the color. (Pic 42)



43. Make sure all dead growth is being removed from the Crinum Lilies & Ginger on the property.

44. Hand pull weeds on the BVD median between Balcony Breeze and the clubhouse.



Broad Porch Run, Tour Trace, Lacewood Ct., Frehley Parks

45. Make sure to include the Dw. Firebush on the east side of Broad Porch Run (BPR) NE of the clubhouse as well as the Copperleaf Plants on the west side of BPR in the parallel parking space islands when cutting plants to the ground going into spring.

46. The response to the last report was this area of turf on the north side of Tour trace near Epic Cove would be monitored and replaced, if necessary. I'll make the call that it is necessary to be replaced and not at the expense of the District. My guess, due to its location under a streetlight is Mole Crickets.. (Pic 46)



47. Clean up the Flax Lilies in the bed prior to the lift station on the west side of Tour Trace north of Frehley Run – not only dead growth but weeds in the bed itself. (Pic 47)



48. **Not all trees along Tour Trace received mulch.**

49. Remove dead growth from the Flax Lily on the Lacewood Ct. cul-de-sac.

50. Inspect some of the Juniper on Winged Page cul-de-sac. It appears as though it is fading green, which could indicate spider mites. Treat accordingly.

51. At least two Better John Bottlebrush need to be replaced under warranty in the ROW of Frehley Jr. Pocket Park.

52. **Remove the water shoots from the corner tree in Frehley Jr. Park. (Pic 52)**



53. Why is there such a difference in the color of the turf in Frehley Sr. Park and the adjacent resident – St. Augustine? (Pic 53)



Acoustic Loop, Alley “F”

54. Is Juniper continuing with their altered turf treatment program to improve the color of the Acoustic Loop turf? (Pic 54)



55. There is still Spanish Moss in the Blue Lantana Park Oaks.

56. It appears construction on the pool has ceased at the Epic Cove residence on the NW end of Alley “F”. However, I do not feel this turf replacement/remediation is acceptable. (Pic 56)



Proposals

1. Juniper to provide a proposal to remove the remaining failed plant material in the standalone bed on the south end of Ramble On Park and replace with 3 Ga., FULL Dallas Red Lantana on 24" centers. Do not plant closer than 18" to the edge of the bed and keep a 6' diameter clear around the tree trunk. (Pics 1a & b)



2. Juniper to provide a proposal to fill in all the bare areas in the newer Feijoa beds near Everlong and BVD using 3 Gal., FULL plants.



Tab 2



**Bexley CDD
16950 Vibrant Way
Land O' Lakes, FL 34638**

February 2023 Clubhouse Operations/Maintenance Updates

- Routine maintenance for the CDD amenities and HOA amenities
- Routine inspection of dog parks and CDD playgrounds
- Tightened screws at chime park furniture
- Repaired the swing at Mud Sweat Playground
- Overseeded the soccer field
- Had 4 of the mailbox kiosk's pressure washed to prep for painting
- AC unit at clubhouse had Quarterly PM
- Gas firepit was vandalized, again – removed bricks and repaired
- Preping 4 mailbox kiosk for painting to start next week
- Tightened all screws on dog park furniture
- Adjusted time on Phase 4 pool for the maglocks to close at 6pm due to vandalism
- . Scott Conway is our new maintenance person on site as is doing well, working Thrusday thru Monday
- Chris Layman, USDA on Hog issues, was here last week setting traps behind the clubhouse pool



Rizzetta & Company

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Chime park string lights and rope lights not working due to Lighting or voltage surge from the new housing construction. All electrical parts went bad. **All lights have been replaced and are working very well.**

Projected Projects

- Replace Chime Park overhead lights-Completed.
- Replace light bulb in Mail Kiosk by Chime Park-Completed
- Install double side shadow box at the mail box kiosk's for posting events and notices.
- Reinforced the Game Room shelves.
- Painting large round planter and columns in Gimme 10 green space
- Paint 4 of the mail box kiosk's that have been pressure washed.

Site Visit or Performed a Service

- USDA visited last week to place Hog traps behind clubhouse pool-a few issues resolved.

Resident Requests

None



Rizzetta & Company

Tab 3



Rizzetta & Company

February 22

District Manager's Report

2023

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UPCOMING DATES TO REMEMBER

- **Next Meeting:** March 22, 2023
- **FY 2020-2021 Audit Completion Deadline:** March 31, 2023
- **Next Election:** November 2024 **Seats:** 4 – General Election
- 5- General
- **Bonds Eligible for Refunding:** Series 2016 – 5/1/2026

<u>FINANCIAL SUMMARY</u>	<u>12/31/2022</u>
General Fund Cash & Investment Balance:	\$1,988,730
Reserve Fund Cash & Investment Balance:	\$110,886
Debt Service Fund Investment Balance:	\$635,138
Total Cash and Investment Balances:	\$2,859,988
General Fund Expense Variance: \$56,576	under budget

Tab 4

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 regular meeting of the Board of Supervisors of Bexley Community Development District was held on Wednesday, January 25, 2023, at 1:02 p.m. at the offices of Rizzetta & Company, located at 5844 Old Pasco Rd., Suite 100, Wesley Chapel, FL 33544.

Present and constituting a quorum were:

Doug South	Board Supervisor, Chairman
John Blakley	Board Supervisor, Assistant Secretary
Pete Williams	Board Supervisor, Assistant Secretary
Stephen Babon	Board Supervisor, Assistant Secretary

Also present were:

Jennifer Goldyn	District Manager, Rizzetta & Co., Inc.
Bill Berthold	Clubhouse Manager, Rizzetta & Co., Inc.
Deneen Klenke	Representative, HOA Board Member
Alyssa Willson	District Counsel, Kutak Rock
Josh Burton	Representative, Juniper Landscape
Tommy Tito	Representative, Clearview Land Design LLP
Doug Agnew	Representative, Advanced Aquatics

FIRST ORDER OF BUSINESS **Call to Order**

The CDD Board of Supervisors' meeting was opened at 1:02 p.m. and a quorum was verified.

SECOND ORDER OF BUSINESS **Audience Comments**

There were no audience members present.

THIRD ORDER OF BUSINESS **Presentation of Oath of Office**

Mr. Babon took his Oath of Office and elected to accept payment for CDD meetings.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2023-01,
Canvassing and Certifying Landowner
Election**

On a motion from Mr. Williams, seconded by Mr. South, the Board unanimously adopted Resolution 2023-01, Canvassing and Certifying Landowner Election, for the Bexley CDD.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

1. Review of Memorandum and Resolution Adopting Records Retention Policy

On a motion from Mr. Williams, seconded by Mr. South, the Board unanimously adopted Resolution 2023-03, Adopting Records Retention Policy, for the Bexley CDD.

B. District Engineer

Present and no report.

C. Aquatics Report

Mr. Agnew reviewed the Aquatics Report and let the Board know that three midge fly treatments have begun in pond 7 and pond 8.

D. Landscape Inspection Report

Present and reviewed the report with the Board.

Mr. Babon noted that the kids are pulling the fence apart at the bike park.

E. Landscape Report

1. Ratification of Winter Flowers proposal

On a motion from Mr. Williams, seconded by Mr. South, the Board unanimously ratified the Winter Flowers proposal, for the Bexley CDD.

Overseeing of the soccer field will begin next week and the soccer field will be closed for two weeks. Tree lifting will be done at the end of February.

On a motion from Mr. Williams, seconded by Mr. Blakley, the Board unanimously approved to replace plant with a Not to Exceed of \$15,000.00 through the District, for the Bexley CDD.

F. Clubhouse Manager

Mr. Berthold presented his report to the Board.

2. Discussion regarding credit card increase

On a motion from Mr. Williams, seconded by Mr. South, the Board unanimously approved to increase the credit card to \$2,500.00, for the Bexley CDD.

G. District Manager

The Board received a District Manager update from Ms. Goldyn, she informed the Board that their next meeting will be held on February 22, 2023, at the Offices of Rizzetta & Company, located at 5844 Old Pasco Rd., Suite 100, Wesley Chapel, FL 33544, at 1:00 p.m.

1. Ms. Goldyn presented the District Manager's Report to the Board of Supervisors.

**2. Presentation of Ballenger Irrigation proposals
(Under Separate Cover)**

On a motion from Mr. South, seconded by Mr. Williams, the Board unanimously approved two Ballenger Irrigation proposals, one for the Irrigation Controller Master Plan in the amount of \$3,000.00, and one for ACC and AZC Irrigation Controller review in the amount of \$1,700.00, the Bexley CDD.

SIXTH ORDER OF BUSINESS

**Consideration of Minutes of the Board
of Supervisors' Meeting held on
November 16, 2022**

On a motion from Mr. Williams, seconded by Mr. Blakley, the Board unanimously approved the Minutes of the Board of Supervisors' Meeting held on November 16, 2022, for the Bexley CDD.

SEVENTH ORDER OF BUSINESS

**Consideration of Minutes of the
Landowner Election Meeting held on
November 16, 2022**

On a motion from Mr. Williams, seconded by Mr. Blakley, the Board unanimously approved the Minutes of the Landowner Election Meeting held on November 16, 2022, for the Bexley CDD.

EIGHTH ORDER OF BUSINESS

**Consideration of LLC Tax Solutions,
Inc. Engagement Agreement**

On a motion from Mr. Williams, seconded by Mr. Blakley, the Board unanimously approved the LLC Tax Solutions, Inc. Engagement Agreement, for the Bexley CDD.

NINTH ORDER OF BUSINESS

Consideration of Tri-Party Agreement

On a motion from Mr. Williams, seconded by Mr. South, the Board unanimously approved the Tri-Party Agreement, for the Bexley CDD.

TENTH ORDER OF BUSINESS

**Consideration of Special Warranty
Deed – CDD tracts in the plat of Bexley
South Parcel 3 Phase 1 – Lot D Replat**

On a motion from Mr. Williams, seconded by Mr. Blakley, the Board unanimously approved the District Counsel to prepare the Temporary Construction Easement Agreement and Give Authorization to the Chairman to sign once the District Engineer signed off on the document, for the Bexley CDD.

ELEVENTH ORDER OF BUSINESS

**Consideration of Bill of Sale – CDD
Tracts in the plat of Bexley South
Parcel 3 Phase 1 – Lot D Replat**

On a motion from Mr. Williams, seconded by Mr. South, the Board unanimously approved the Bill of Sale – CDD Tracts in the plat of Bexley South Parcel 3 Phase 1 – Lots D Replat, for the Bexley CDD.

TWELFTH ORDER OF BUSINESS

Supervisor Requests

The Board requested to start the RFQ process for District Engineer.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On a motion from Mr. Williams, seconded by Mr. Blakley, the Board unanimously approved to adjourn the meeting at 1:56 p.m., for the Bexley CDD.

Secretary / Assistant Secretary

Chairman / Vice Chairman

Tab 5

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
[BEXLEY SOUTH PARCEL 3 PHASE 1 LOT D]

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2023 by **BEXLEY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“**District**”), and **NNP-Bexley, LLC**, a Florida limited liability company, whose address for purposes hereof is 777 South Harbour Island Boulevard, Suite 320, Tampa, Florida 33602 (“**Developer**,” and together with District, the “**Parties**,” and each a “**Party**”).

WITNESSETH:

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the District presently owns the land described in **Exhibit A** (“**Easement Area**”); and

WHEREAS, the Developer desires to perform further development activity within the Easement Area (“**Work**”); and

WHEREAS, given that the District has no objections, the Developer desires to effect the Work.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Construction Easement.** The District hereby grants to Developer an easement over, upon, under, through, and across the Easement Area for ingress and egress for the Work (“**Easement**”). Developer shall use all due care to protect the Easement Area and adjoining property from damage resulting from Developer’s use of the Easement Area.

3. **Damage.** In the event that Developer, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement

rights granted herein, Developer, at Developer's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition.

4. **Default.** A default by the District or Developer under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance.

5. **Enforcement of Agreement.** In the event that the District or Developer seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party at the addresses first listed above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel(s) for Developer may deliver Notice on behalf of the District and Developer, respectively.

7. **Third Parties.** This Agreement is solely for the benefit of the District and Developer, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the District and Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party.

8. **Assignment.** Neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Agreement without the prior written consent of the other Party. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other Party shall be void and unenforceable.

9. **Controlling Law and Venue.** This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Pasco County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

10. **Limitation on Liability.** Nothing herein shall be construed as a waiver of District's limitations on liability provided in Section 768.28, Florida Statutes.

11. **Public Records.** All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

12. **Severability.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

13. **Binding Effect.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

14. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

15. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Developer.

16. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

17. **Effective Date.** The effective date of this Agreement shall be the date first written above. The Easement shall automatically terminate as it relates to any portion of the Easement Area upon: the conclusion of the Work.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, District and Developer caused this Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered
in the presence of:

**BEXLEY COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____

By: _____
Chairperson, Board of Supervisors

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2023, by Doug South, as Chairperson of the Board of Supervisors of Bexley Community Development District, a local unit of special purpose government, organized and existing under Chapter 190, *Florida Statutes*, [] who is personally known to me or [] who has produced _____ as identification.

NOTARY PUBLIC, State of Florida

Print or Stamp Name _____

My Commission Expires: _____

NOTARY SEAL:

Signed, sealed and delivered
in the presence of:

NNP-BEXLEY, LLC

Print Name:_____

By:_____
Name:_____
Title:_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by Aaron J. Baker, as Vice President of NNP-BEXLEY, LLC, a Florida limited liability company, on behalf of the company, ☐ who is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC, State of Florida

Print or Stamp Name_____

My Commission Expires: _____

NOTARY SEAL:

Exhibit A – Legal Description

REAL PROPERTY

TRACTS “A-21,” “E-1,” “E-2” and “P-1A,” BEXLEY SOUTH PARCEL 3 PHASE 1 – LOT D REPLAT, according to the plat thereof, as recorded in Plat Book 89, Pages 36 through 41, inclusive, of the Public Records of Pasco County, Florida.

EASEMENT AREAS

A non-exclusive easement over all areas designated as “(CDD) Pedestrian Access Easement,” “(CDD) Drainage Easement” and “(CDD) Side Yard Drainage/Access Easements” on the plat of BEXLEY SOUTH PARCEL 3 PHASE 1 – LOT D REPLAT, according to the plat thereof, as recorded in Plat Book 89, Pages 36 through 41, inclusive, of the Public Records of Pasco County, Florida (the “**Plat**”), for the purposes stated on the Plat and purposes incidental thereto.

Tab 6

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE BEXLEY COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Bexley Community Development District (“District”), located in Pasco County, Florida, announces that professional engineering services will be required on a continuing basis for the District’s Capital Improvement Plan, including stormwater management system, landscaping improvements, utilities, roadway improvements, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and provide District engineering services, as required.

Any firm or individual (“Applicant”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“Qualification Statement”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Pasco County; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“CCNA”). All applicants interested must submit eight (8) copies of Standard Form No. 330 and Qualification Statement by [REDACTED] : [REDACTED] .m. on [REDACTED], 2023 to the attention of Jennifer Goldyn, Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“District Manager’s Office”).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District’s proposed Rules of Procedure, which are available from the District Manager.

Publish on [REDACTED], 2023 (DM: must be published at least 14 days prior to submittal deadline in a newspaper of general circulation. Please set submittal deadline based on when able to publish notice.)

**BEXLEY
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other community development districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.