



Rizzetta & Company

Bexley Community Development District

**Board of Supervisors' Meeting
July 24, 2019**

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

www.bexleycdd.org

**BEXLEY
COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

Board of Supervisors	Doug South Rick Stevens John Blakley Pete Williams Vacant	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Jordan Lansford	Rizzetta & Company, Inc.
District Counsel	Alyssa Willson	Hopping Green & Sams, PA
District Engineer	Jordan Schrader	Clearview Land Design

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 • 5844 OLD PACSCO ROAD • SUITE 100 • WESLEY
CHAPEL, FL 33544
WWW.BEXLEYCDD.ORG

July 16, 2019

Board of Supervisors
Bexley Community
Development District

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Bexley Community Development District will be held on **Wednesday, July 24, 2019 at 5:00 p.m.** at The Bexley Club, located at 16950 Vibrant Way, Land O 'Lakes, FL 34638. The following is the agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on June 26, 2019.....Tab 1
 - B. Consideration of Operation and Maintenance Expenditures for April and June 2019.....Tab 2
 - C. Ratification of Series 2016 Requisitions - Under \$100K – CUS 384-385.....Tab 3
 - D. Ratification of Series 2018 Requisitions - Over \$100K – None
 - E. Ratification of Change Orders – None
- 4. BUSINESS ITEMS**
 - A. Presentation of Aquatics Report.....Tab 4
 - B. Consideration of ADA Compliance Proposals.....Tab 5
 - C. Public Hearing on Fiscal Year 2019/2020 Final Budget...Tab 6
 1. Consideration of Resolution 2019-06, Adopting Fiscal Year 2019/2020 Final Budget.....Tab 7
 - D. Public Hearing on Fiscal Year 2019/2020 Special Assessments
 1. Consideration of Resolution 2019-07, Imposing Special Assessments and Certifying an Assessment Roll.....Tab 8
 - E. Consideration of Resolution 2019-08, Setting the Meeting Schedule for Fiscal Year 2019/2020.....Tab 9
- 5. STAFF REPORTS**
 - A. District Counsel
 1. Consideration of Perpetual, Non-Exclusive Drainage Easement Agreement.....Tab 10
 - B. District Engineer

- C. Field Services Manager
 - 1. Presentation of Field Services Report.....Tab 11
 - D. Clubhouse Manager
 - 1. Presentation of Clubhouse Report.....Tab 12
 - E. District Manager
 - 1. Consideration of Temporary Access Agreement
(under separate cover)
- 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) 933-5571.

Sincerely,
Jordan Lansford
District Manager

Cc: Doug South, Chairman
Alyssa Willson, Hopping, Green & Sams, P.A.

Tab 1

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, June 26, 2019 at 1:02 p.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

Present and constituting a quorum were:

Doug South	Board Supervisor, Chairman
Rick Stevens	Board Supervisor, Vice Chairman
John Blakley	Board Supervisor, Assistant Secretary
Pete Williams	Board Supervisor, Assistant Secretary

Also present were:

Jordan Lansford	District Manager, Rizzetta & Company, Inc.
Alyssa Willson	District Counsel, Hopping Green & Sams
Jordan Schrader	District Engineer, Clearview Land Design <i>(via conference call)</i>
Bryan Cooper	Clubhouse Manager
John Toborg	Field Services Mgr., Rizzetta & Co., Inc.
Christy Gargaro	Administrative Asst., Rizzetta & Co., Inc.

FIRST ORDER OF BUSINESS **Call to Order**

Ms. Lansford called the meeting to order and conducted the roll call.

SECOND ORDER OF BUSINESS **Audience Comments**

There were no audience members present to comment.

THIRD ORDER OF BUSINESS **Consideration of Minutes of the Board of Supervisors' Meeting held on May 22, 2019**

Ms. Lansford presented the minutes of the Board of Supervisors' meeting held on May 22, 2019.

On a Motion by Mr. South, seconded by Mr. Williams, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on May 22, 2019 for Bexley Community Development District.

47 **FOURTH ORDER OF BUSINESS** **Consideration of Operation and**
48 **Maintenance Expenditures for May**
49 **2019**

50
51 Ms. Lansford presented the Operation and Maintenance Expenditures for May
52 2019.
53

On a Motion by Mr. South, seconded by Mr. Williams, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures for May, 2019 (\$115,517.38) for Bexley Community Development District.

54
55 **FIFTH ORDER OF BUSINESS** **Ratification of Series 2016**
56 **Requisitions – Under \$100K – NONE**

57
58 Ms. Lansford stated that there were no Series 2016 Requisitions – Under \$100K
59 – to present at this time.
60

REQUISITION NO.	PAYEE	AMOUNT

61
62 **SIXTH ORDER OF BUSINESS** **Ratification of Series 2016**
63 **Requisitions – Over \$100K – NONE**

64
65 Ms. Lansford stated that there were no Series 2016 Requisitions – Over \$100K –
66 to present at this time.
67

REQUISITION NO.	PAYEE	AMOUNT

68
69 **SEVENTH ORDER OF BUSINESS** **Ratification of Change Orders**
70 **See Recap - NONE**

71
72 Ms. Lansford stated that there were no change orders to present at this time.
73

74 **EIGHTH ORDER OF BUSINESS** **Presentation of Aquatics Report**

75
76 Ms. Lansford presented the Aquatics Report dated May 8, 2019. The report noted
77 algae in the pond. It was discussed whether the treatment is done the day of the report
78 or on a later visit.
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87 **NINTH ORDER OF BUSINESS** **Presentation of Bexley CDD Facilities**
88 **Report**
89

90 Ms. Lansford presented the Bexley CDD Facilities Report and it was approved by
91 the Board.
92

On a Motion by Mr. South, seconded by Mr. Stevens, with all in favor, the Board of Supervisors approved the monthly Bexley CDD Facilities Report for Bexley Community Development District.

93
94 **ELEVENTH ORDER OF BUSINESS** **Consideration of Proposals for ADA**
95 **Website Compliance**
96

97 Ms. Lansford presented the three (3) ADA proposals. The Board approved
98 VGlobalTech as the provider for ADA Compliance.
99

On a Motion by Mr. Williams, seconded by Mr. Stevens, with all in favor, the Board of Supervisors approved VGlobalTech as the provider for ADA Compliance for Bexley Community Development District.

100
101 **TWELFTH ORDER OF BUSINESS** **Consideration of Landscape**
102 **Proposals**
103

104 Ms. Lansford presented Proposal #59748 from LMP regarding work on the soccer
105 field. The Board agreed that this work had already been completed and Estimate #59748
106 was approved for payment.
107

On a Motion by Mr. South, seconded by Mr. Williams, with all in favor, the Board of Supervisors approved LMP Estimate #59748 (\$2975.00) for payment for Bexley Community Development District.

108
109 **THIRTEENTH ORDER OF BUSINESS** **Staff Reports**
110

- 111 A. District Counsel
112 No report.
- 113
- 114 B. District Engineer
115 No report.
- 116
- 117 C. Field Services Manager
118 The Board approved a “not to exceed” amount of \$6500 to replace the 2 dead
119 Oak trees in front of 3981 & 3993 Broach Porch Run, to remove the existing
120 Agapanthus in the planter bed at Ballantrae and Tower road, and install one
121 gallon full Summer Sunset Jasmine, and remove the existing failing Knockout
122

125 Roses in the raised planter at Gimme 10 Park and replace them with the same
126 palette as used in the round planter at Yellow Brick Park (items 1,2, & 4 on
127 page 6 of the Field Inspection Report).
128

On a Motion by Mr. Williams, seconded by Mr. South, with all in favor, the Board of Supervisors approved a “not to exceed” amount of \$6500.00 to replace the 2 dead Oak trees in front of 3981 & 3993 Broach Porch Run, to remove the existing Agapanthus in the planter bed at Ballantrae and Tower road, and install one gallon full Summer Sunset Jasmine, and remove the existing failing Knockout Roses in the raised planter at Gimme 10 Park and replace them with the same palette as used in the round planter at Yellow Brick Park for Bexley Community Development District.

129 The Flume Tower is showing some signs of erosion. It was discussed that it is
130 still under warranty. If work needs to be done on the flume tower, it was agreed
131 that the work is not to interfere with the trail and the material used should be
132 millings or rocks.
133

134 D. Clubhouse Manager

135 Mr. Cooper presented the Clubhouse Manager’s Report for April 2019, under
136 separate cover. (Exhibit A)
137

138 E. District Manager

139 Ms. Lansford stated that the next regularly scheduled meeting will be held on
140 July 24, 2019 at 5:00 p.m. at the Bexley Club, 16950 Vibrant Way, Land
141 O’Lakes FL 34638.
142

143 Ms. Lansford began a discussion of vandalism and theft within Bexley. Mr.
144 Cooper presented information on cameras that he had researched. The Board
145 agreed a “not to exceed” amount of \$1500.00 for two (2) cameras having better
146 storage capability and higher quality resolution.
147

On a Motion by Mr. South, seconded by Mr. Stevens, with all in favor, the Board of Supervisors approved a “not to exceed” amount of \$1500.00 for installation of two (2) cameras for Bexley Community Development District.

149 **SEVENTEENTH ORDER OF BUSINESS Supervisor Requests**
150

151 Ms. Lansford asked if there were any Supervisor requests. Mr. South requested a
152 copy of the most recent actuals for the Proposed Budget no less than 3 days prior to the
153 next meeting.
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EIGHTEENTH ORDER OF BUSINESS Adjournment

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

On a Motion by Mr. South, seconded by Mr. Stevens, with all in favor, the Board of Supervisors adjourned the meeting at 2:03 p.m. for Bexley Community Development District.

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Secretary / Assistant Secretary

Chairman / Vice Chairman

DRAFT

Tab 7

RESOLUTION 2019-06

THE ANNUAL APPROPRIATION RESOLUTION OF THE BEXLEY COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2019, submitted to the Board of Supervisors (“**Board**”) of the Bexley Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

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

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Bexley Community Development District for the Fiscal Year Ending September 30, 2020.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2019/2020, the sum of \$ _____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND - (SERIES 2016)	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2019/2020 or within 60 days following the end of the Fiscal Year 2019/2020 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 24th DAY OF JULY, 2019.

ATTEST:

**BEXLEY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Fiscal Year 2019/2020 Budget

Tab 8

RESOLUTION 2019-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEXLEY COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019/2020; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is located in Pasco County, Florida (“**County**”); and

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

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”), attached hereto as **Exhibit “A,”** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2019/2020; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapter 190, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. Tax Roll Assessments. The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**

B. Direct Bill Assessments. The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect

Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2019; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2019, 25% due no later than February 1, 2020 and 25% due no later than May 1, 2020. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2019/2020, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

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

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 24th day of July, 2019.

ATTEST:

**BEXLEY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Budget
Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Tab 9

RESOLUTION 2018-08

A RESOLUTION OF THE BEXLEY COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2019/2020

WHEREAS, the Bexley Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within Pasco County, Florida; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time and location of the District's meetings; and

WHEREAS, the Board has proposed the Fiscal Year 2019/2020 annual meeting schedule as attached in **Exhibit A**;

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

1. The Fiscal Year 2019/2020 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with the requirements of Florida law.
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 24th day of July 2019.

ATTEST:

**BEXLEY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairman, Board of Supervisors

EXHIBIT “A”
BOARD OF SUPERVISORS’ MEETING DATES
BEXLEY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2019/2020

October 23, 2019
November 20, 2019 (Date adjusted due to Holiday)
December 18, 2019 *5:00 p.m. (Date adjusted due to Holiday)
January 22, 2020
February 26, 2020 *5: 00 p.m.
March 25, 2020
April 22, 2020
May 27, 2020 *5: 00 p.m.
June 24, 2020
July 22, 2020 *5: 00 p.m.
August 26, 2020
September 23, 2020

Meetings will convene at 1:00 p.m., except for December, February and May, will convene at *5:00 p.m., at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The July meeting will convene at *5:00 p.m. at The Bexley Club, located at 16950 Vibrant Way, Land O’ Lakes, FL 34638.

Tab 10

This space reserved for use by the Clerk
of the Circuit Court

Prepared By and Return to:

Alyssa C. Willson, Esq.
HOPPING GREEN & SAMS, P.A.
Post Office Box 6526
Tallahassee, Florida 32314

**PERPETUAL, NON-EXCLUSIVE
DRAINAGE EASEMENT AGREEMENT**

This **Easement Agreement** (“**Easement Agreement**”) made as of this ____ day of _____, 2019, by and between:

Bexley Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida, and whose mailing address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (the “**District**”); and

_____, a _____, and landowner within the District with an address of _____ (the “**Grantee**”).

WITNESSETH:

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners of Pasco County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, (the “**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 within or without the boundaries of the District; and

WHEREAS, District is the fee owner of certain, specific portions of the lands within the District, which lands are more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (all portions collectively known as the “**Easement Property**”); and

WHEREAS, the Grantee desires to obtain a perpetual, non-exclusive drainage and flowage easement on, over, under, and across the Easement Property; and

WHEREAS, District has agreed to grant such Easement subject to the terms and conditions herein provided.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. GRANT OF EASEMENT. District hereby grants unto the Grantee, its successors and assigns, in perpetuity, an easement for the purposes of water drainage, management, and control on, in, over, under, upon, and through the Easement Property, together with the right of ingress and egress over, across, upon, and through the Easement Property for purposes of effectuating this grant of Easement, as well as, any necessary construction, maintenance, repair, installation, or reconstruction which is deemed necessary or desirable by the District.

3. PAYMENT OF GRANTEE CONTRIBUTION. The Grantee shall annually pay to the District forty-seven percent (47%) percent of all expenses incurred in connection with the maintenance of the Easement Property, as all such expenses are determined annually by the District, within fifteen (15) days of written request by the District.

4. INCONSISTENT USE. Grantee agrees and covenants that it shall not construct any improvements within the Easement Property and any activities within the Easement Property shall be in accordance with the Easement Agreement.

5. INDEMNIFICATION.

a. Grantee agrees to indemnify and hold the District harmless from and against any and all damages, losses, or claims, including but not limited to, legal fees and expenses, to the extent that such damages, losses, or claims are attributable to actions, omissions or negligence in the use of the Easement Property by Grantee, its agents, employees, or independent contractors.

b. Grantee agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other law.

6. AUTHORIZATION. The execution of this Easement 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. DEFAULT. A default by either party under this Easement 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.

8. ENFORCEMENT OF AGREEMENT. In the event that either the District or Grantee seeks to enforce this Easement 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.

9. 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, signed by the party giving notice 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 as follows (or to such other place as any party may by notice to the others specify):

To District: Bexley Community Development
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Alyssa C. Willson

To the Grantee:

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 for Grantee may deliver Notice on behalf of the District and Grantee.

10. THIRD PARTIES. This Easement Agreement is solely for the benefit of the District and Grantee, 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 Easement Agreement. Nothing in this Easement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Grantee any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. The District shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the District's right to protect its rights from interference by a third party.

11. ASSIGNMENT. Neither of the parties hereto may assign, transfer or license all or any portion of its rights under this Easement Agreement without the written consent of the other party.

12. CONTROLLING LAW AND VENUE. This Easement 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 Easement Agreement.

13. PUBLIC RECORDS. Grantee understands and agrees that all documents of any kind provided to the District in connection with this Easement Agreement shall be treated as public records in accordance with Florida law.

14. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

15. BINDING EFFECT. This Easement 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.

16. 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 Easement Agreement, and that the respective parties have complied with all the requirements of law, and have full power and authority to comply with the terms and provisions of this instrument.

17. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both the District and Grantee.

18. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

[INSERT GRANTEE INFORMATION]

(Signature)

By: _____
Its: _____

(Print Name)

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____ as _____ of _____, a _____, on behalf of the _____. He [] is personally known to me or [] has produced _____ as identification.

Notary Public

**BEXLEY
COMMUNITY DEVELOPMENT DISTRICT**

Witness:

(Signature of Witness)

(Print Name of Witness)

Witness:

(Signature of Witness)

(Print Name of Witness)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, Chairperson of the Bexley Community Development District, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

Exhibit A: Easement Property

EXHIBIT A

The Easement Property

BEXLEY VILLAGE DRIVE 1st EXTENSION

DRAINAGE EASEMENT AND COST SHARING AGREEMENT

DESCRIPTION: That part of (CDD) DRAINAGE AREA, lying within TRACT

"B-3", according to the plat of BEXLEY VILLAGE DRIVE 1ST EXTENSION, as recorded in Plat Book 72, Pages 122 through 135 inclusive, of the Public Records of Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said TRACT "B-3", run thence along the Northerly boundary of said TRACT "B-3", N.63°53'45"E., 381.75 feet to the Northwest corner of the aforesaid (CDD) DRAINAGE AREA, said point also being the **POINT OF BEGINNING**; thence along the Northerly boundary of said (CDD) DRAINAGE AREA, the following two (2) courses: 1) continue N.63°53'45"E., 0.91 feet; 2) thence N.72°00'00"E., 477.78 feet to the Northeast corner of said (CDD) DRAINAGE AREA; thence along the Easterly boundary of said (CDD) DRAINAGE AREA, the following sixteen (16) courses:

1) N.78°51'41"E., 1.45 feet; 2) S.47°08'22"E., 12.74 feet; 3) S.42°51'38"W., 25.00 feet; 4) S.47°08'22"E., 28.30 feet; 5) S.43°16'10"E., 60.42 feet;

6) S.59°05'36"E., 78.58 feet; 7) S.67°04'47"E., 54.53 feet; 8) S.32°25'58"E., 30.30 feet; 9) S.00°50'09"E., 32.86 feet; 10) S.56°44'47"E., 62.50 feet;

11) S.63°47'01"E., 90.52 feet; 12) S.16°24'08"E., 72.40 feet;

13) S.88°58'06"E., 34.47 feet; 14) S.04°11'06"W., 79.77 feet;

15) S.01°53'34"W., 41.52 feet; 16) S.37°29'24"W., 58.85 feet to the Southeast corner of said (CDD) DRAINAGE AREA; thence along the Southerly boundary of said (CDD) DRAINAGE AREA, the following two (2) courses: 1) N.15°03'31"W., 22.95 feet; 2) WEST, 833.15 feet to the Southwest corner of said (CDD) DRAINAGE AREA; thence along the Westerly boundary of said (CDD) DRAINAGE AREA the following eighteen (18) courses: 1) N.35°31'59"E., 17.62 feet; 2) N.61°44'44"E., 38.51 feet to a point of curvature; 3) Northeasterly, 6.70 feet along the arc of a curve to the left having a radius of 25.00 feet and a central

angle of 15°21'45" (chord bearing N.54°03'51"E., 6.68 feet) to a point of tangency; 4) N.46°22'58"E., 132.75 feet to a point of curvature; 5) Northeasterly, 9.37 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 21°28'15" (chord bearing N.35°38'51"E., 9.31 feet) to a point of tangency; 6) N.24°54'43"E., 47.65 feet to a point of curvature; 7) Northerly, 21.73 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 49°47'29" (chord bearing N.00°00'59"E., 21.05 feet) to a point of tangency; 8) N.24°52'46"W., 40.35 feet; 9) N.11°31'10"W., 28.45 feet; 10) S.78°28'50"W., 25.00 feet; 11) N.11°31'10"W., 20.00 feet; 12) N.78°28'50"E., 25.00 feet; 13) N.11°31'10"W., 7.02 feet to a point of curvature;

14) Northwesterly, 12.34 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 28°17'16" (chord bearing N.25°39'49"W., 12.22 feet) to a point of tangency; 15) N.39°48'27"W., 48.37 feet;

16) S.73°56'23"W., 27.31 feet; 17) N.39°48'27"W., 18.57 feet;

18) N.73°21'31"W., 21.39 feet to the **POINT OF BEGINNING**.

Containing 6.546 acres, more or less.

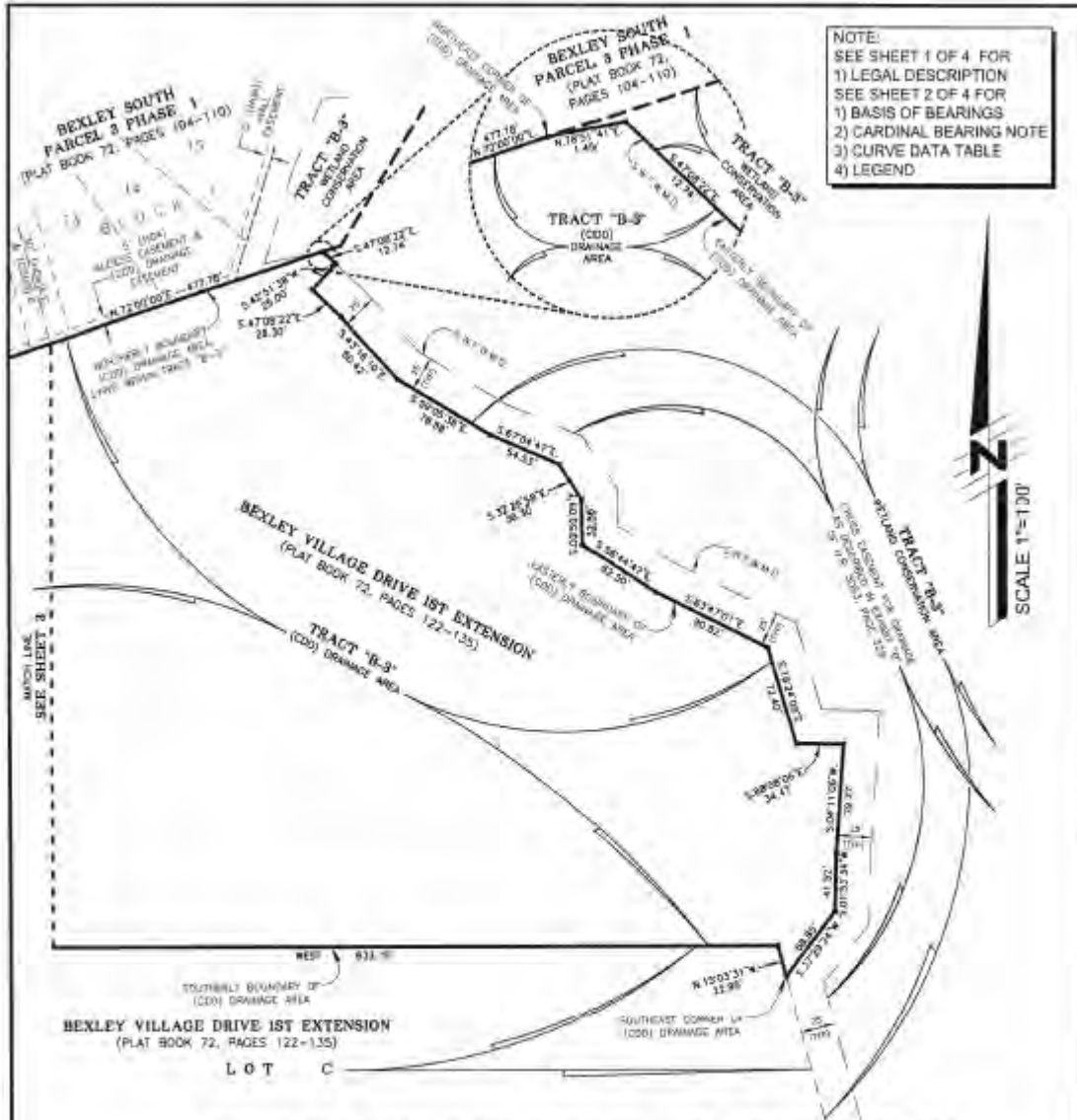
AMI-NP4-BR-062

P:\Bexley Ranch\Bexley South MPUD Parcels 2 & 3\Description\Tract B3 Cost Sharing\BEXLEY TRACT B3 COST SHARING.doc

VBR

July 13, 2019


Closure = S.83°58'56"W. , 0.0094



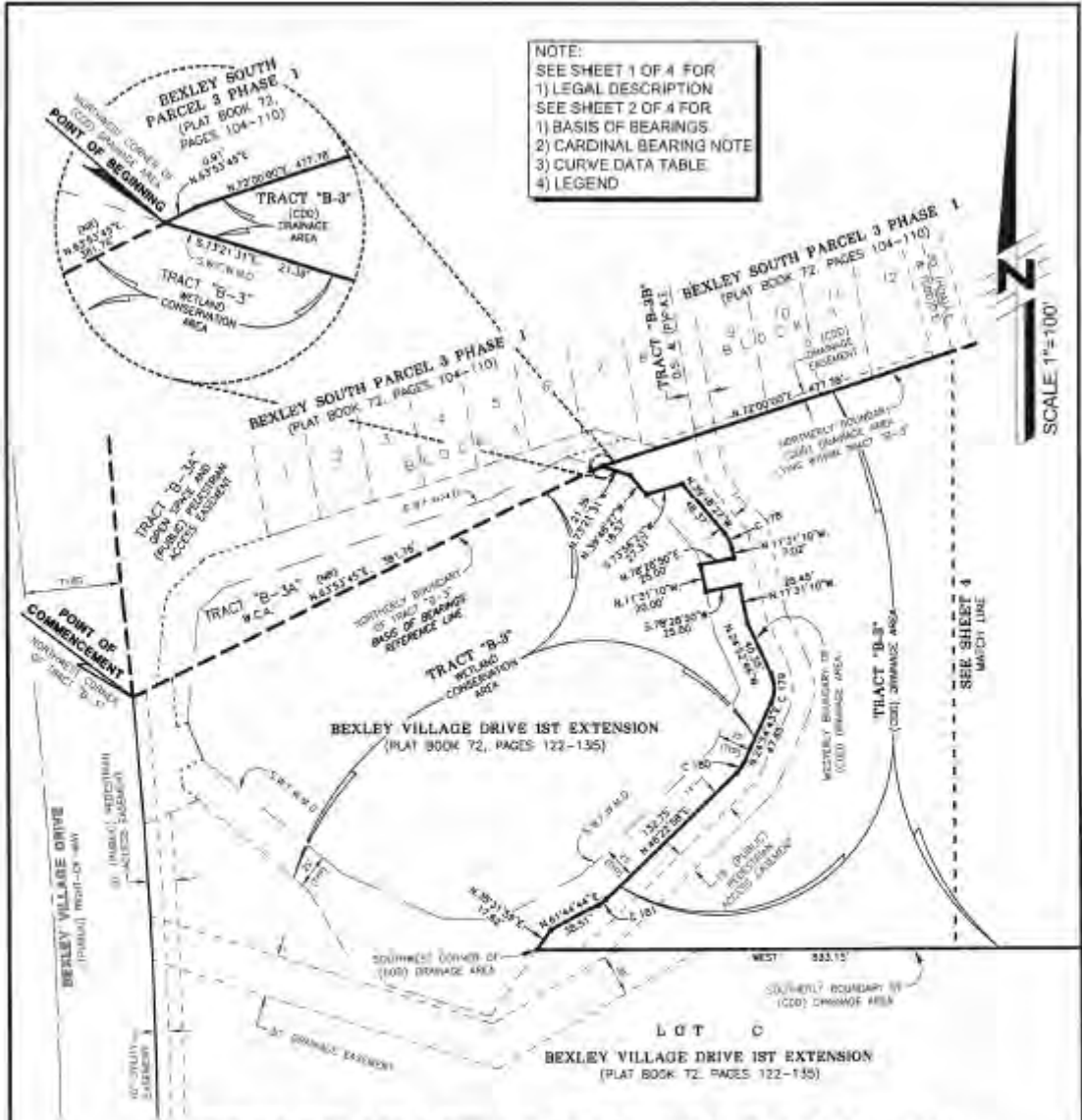
NOTE:
 SEE SHEET 1 OF 4 FOR
 1) LEGAL DESCRIPTION
 SEE SHEET 2 OF 4 FOR
 1) BASIS OF BEARINGS
 2) CARDINAL BEARING NOTE
 3) CURVE DATA TABLE
 4) LEGEND



**BEXLEY VILLAGE DRIVE 1ST EXTENSION
 DRAINAGE EASEMENT & COST SHARING AGREEMENT**

Prepared For: NNP-BEXLEY, LLC	
DESCRIPTION SKETCH (Not a Survey)  Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4496	AMERRITT, INC. LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LS7778 3010 W. Aschle Street, Suite 170 Tampa, FL 33609 PHONE (813) 221-5000
No. Date Description Date REVISIONS SHEET NO. 4 OF 4 SHEETS	Drawn: VBR Checked: JLS Draft No: AM-NP4-01-052 Date: 7/1/18 Day: BEALEY TRACT B-3 Cost Sharing-05.dwg <small>Map No. 20, Meeting Room/Meeting Center #1000, Phase 2 & 3, 2/2/2018/2018/18 102 Cost Sharing</small> SECTION 15, TOWNSHIP 26 SOUTH, RANGE 18 EAST

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



**BEXLEY VILLAGE DRIVE 1ST EXTENSION
DRAINAGE EASEMENT & COST SHARING AGREEMENT**

Prepared For: **NNP-BEXLEY, LLC**

**DESCRIPTION
SKETCH
(Not a Survey)**

Arthur W. Merrill

Arthur W. Merrill
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

AMERRITT, INC.
LAND SURVEYING AND MAPPING
LICENSED BUSINESS NUMBER LB7778
3010 W. Azalea Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-6200

No.	Date	Description	Drawn
REVISIONS			

Drawn: JMR | Checked: JLS | Order No: AM-NP4-BR-062
 Date: 7/15/19 | Draw: BEXLEY TRACT B-3 Cost Sharing Plat.dwg
 File Path: C:\Survey\2019\Bexley\Draw\BEXLEY TRACT B-3 Cost Sharing Plat.dwg
 SECTION 10, TOWNSHIP 26 SOUTH, RANGE 18 EAST