



Rizzetta & Company

# **DW BAYVIEW**

## **Community Development District**

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**Board of Supervisors'  
Regular Meeting**

**August 8, 2025**

**District Office:  
2700 S. Falkenburg Road, Suite 2745  
Riverview, Florida 33578  
813.533.2950**

**[www.dwbayviewcdd.org](http://www.dwbayviewcdd.org)**

## **DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT**

<b>District Board of Supervisors</b>	Brady Lefere Darryl Steiner Kat Diggs Ray Aponte Lindsay Holt	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Stephanie DeLuna	Rizzetta & Company, Inc.
<b>District Attorney</b>	Alyssa Willson	Kutak Rock
<b>Interim District Engineer</b>	Trent Stephenson	LevelUp Consulting, LLC

**All cellular phones and pagers must be turned off during the meeting.**

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 813-533-2950. 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.

**DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT**  
District Office · Riverview, Florida · (813) 533-2950  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

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**Board of Supervisors  
DW Bayview Community  
Development District**

**August 7, 2025**

**REVISED FINAL AGENDA**

Dear Board Members:

The workshop of the Board of Supervisors of the DW Bayview Community Development District will be held on **Friday, August 8, 2025, at 10:00 a.m.** at the Driftwood Clubhouse located at 8810 Barrier Coast Trail, Parrish, FL 34219.

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
  - A. Aquatic Maintenance
  - B. District Counsel
  - C. Interim Engineer
  - D. District Manager
- 4. BUSINESS ITEMS**
  - A. Ratification of Tigris Quote 302795 for Entrance Fountain Repairs.....Tab 1
  - B. Acceptance of District Engineer Certificate.....Tab 2
  - C. Acceptance of Bill of Sale – Phase II Stormwater Improvements.....Tab 3**
  - D. Acceptance of Second Quarter Website Audit.....Tab 4
  - E. Public Hearing on Fiscal Year 2025-2026 Final Budget
    1. Consideration of Resolution 2025-09; Adopting  
Fiscal Year 2025-2026 Final Budget.....Tab 5
  - F. Public Hearing on Fiscal Year 2025-2026 Assessments
    1. Consideration of Resolution 2025-10; Levying O&M  
Assessments for Fiscal Year 2025-2026.....Tab 6
  - G. Consideration of Resolution 2025-11; Setting the Meeting  
Schedule for Fiscal Year 2025-2026.....Tab 7
  - H. Consideration of Contract for District Management Services.....Tab 8
  - I. Consideration of Pond Signs.....Tab 9
- 5. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of Board of Supervisors Meeting  
Held on June 6, 2025.....Tab 10
  - B. Ratification of the Amended Minutes of Board of Supervisors  
Meeting Held on November 1, 2024.....Tab 11**
  - C. Consideration of the Operations & Maintenance Expenditures  
for May and June 2025.....Tab 12
- 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.

Sincerely,

*Stephanie DeLuna*  
Stephanie DeLuna  
District Manager

## Tab 1

**Contact Us**

**TIGRIS Aquatic Services LLC**  
10460 75th Street  
Largo, Florida 33777  
cstack@tigrisusa.com  
727-323-6068

**Quote: 302795**

Quote Date: 07/10/2025  
Expiration Date: 08/09/2025

**Bill To:**

Bayview CDD  
126-A Main Street  
Millan Enterprises  
Clarksville, Tennessee 37040

**Customer: Bayview CDD**

8816 Sky Sail Cove  
Palmetto, Florida 34221

Description	Unit Price	Qty	Amount
30HP Entrance Fountain			
30 HP Pump 625S300-2AA 30 HP 2 Stage Pump	\$4,840.70	1	\$4,840.70
30 HP 208/230 Volt Three Phase Motor 30 HP 208/230 Volt Three Phase Motor (WARRANTY)	\$0.00	1	\$0.00
WATERPROOF SPLICE KIT • QTY. 4 - CLEAR EPOXY SHRINK TUBES • 18" BLACK HEAT SHRINK Waterproof Epoxy/Splice Kit	\$49.68	1	\$49.68
Labor			
Aeration Repair & Maintenance Labor to remove/replace 30HP Motor(covered under warranty) and Pump	\$1,015.00	1	\$1,015.00

**Deposit & Payment**

Deposit Required: \$0.00

**Deposit Due: \$0.00**

**Summary**

Subtotal: \$5,905.38

**Total: \$5,905.38**

## Terms & Conditions

**PAYMENT:** All payments for services rendered under this contract are due within 30 days from the invoice date. Please note that any payments received after this period will incur additional late fees.

**PROPERTY DAMAGE/LIMITATION ON CLAIMS:** Allegations of property damage resulting from the services rendered by TIGRIS must be submitted in a written report with pictures included, filed directly with respective Account Manager within fifteen (15) days. TIGRIS will review the report, determine a fair and equitable resolution, and respond within a timely manner. Customer agrees that any claims Customer has against TIGRIS must be filed within one (1) year from the date of termination of this Agreement.

**LIMITATION OF LIABILITY:** Neither party will be liable to the other party for any special, indirect, consequential, or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption, based on any claim under this agreement, even if such party has been advised of the possibility of such damages. Customer hereby agrees to indemnify, defend and hold harmless TIGRIS from and against any and all liabilities, obligations, damages, penalties, fines, loss, awards, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs), relating to any claim, action or proceeding initiated or threatened by a third party (collectively "Losses") incurred by or imposed upon TIGRIS as a result of Customer's negligence or intentional misconduct. TIGRIS hereby agrees to indemnify, defend and hold harmless the Customer from and against all Losses incurred by or imposed upon the Customer as a result of TIGRIS's negligence or intentional misconduct provided however that TIGRIS shall not be responsible for any Losses due in whole or in part to Customer's negligent acts or omissions.

**INSURANCE:** TIGRIS shall carry Worker's Compensation and Employer Liability, Commercial General Liability, Professional Liability, and Property Damage Insurance which shall remain in full effect throughout this Agreement. Customer will be an insurance certificate holder and named as an additional insured. Copies of certificates of insurance naming the Customer as additionally insured will be provided upon request.

**ENTIRE AGREEMENT:** This Agreement constitutes the complete understanding between the parties hereto and supersedes any prior understandings whether written or oral between the parties relating to the subject matter hereof. SIGNING AND RETURNING this document authorizes TIGRIS to perform the services and/or have product(s) delivered as stipulated within this agreement. By signing this document, I acknowledge I have the authority to authorize TIGRIS to perform the services outlined in this agreement.

## Customer Approval

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

## Tab 2

**DISTRICT ENGINEER’S CERTIFICATE**  
**[STORMWATER IMPROVEMENTS – PHASE II, SUBPHASES A & B]**

\_\_\_\_\_, July 29 \_\_\_\_\_, 2025

Board of Supervisors  
DW Bayview Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of LevelUp Consulting, LLC (“**District Engineer**”), as District Engineer for the DW Bayview Community Development District (“**District**”) and does hereby make the following certifications in connection with the District’s acquisition from Pulte Home Company, LLC (“**Developer**”) as to certain public infrastructure improvements (“**Improvements**”) as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District’s capital improvement plan as set forth in the District’s *Master Engineer’s Report*, dated October 26, 2020, as supplemented by the *Supplemental Engineer’s Report*, dated January 29, 2021 (“**Engineer’s Report**”), and specially benefit property within the District as further described in the Engineer’s Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

**[CONTINUED ON FOLLOWING PAGE]**



LEVELUP CONSULTING, LLC

P. Trent Stephenson  
P. Trent Stephenson, P.E.  
Florida Registration No. 59574  
District Engineer

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization this 29 day of July, 2025, by  
Trent Stephenson as President of LevelUp  
Consulting LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified  
above, and who appeared before me this day in person, and who is either personally known to  
me, or produced \_\_\_\_\_ as identification.



Susan O Rice  
NOTARY PUBLIC, STATE OF Florida

Name: Susan O Rice  
(Name of Notary Public, Printed,  
Stamped or Typed as Commissioned)

## **EXHIBIT A**

### **Description of Improvements – Phase II, Subphases A & B**

All stormwater management systems, including but not limited to: (i) lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets) providing drainage for streets and rights-of-way, and related system components, now a part of the “**Property**” identified below:

**Tracts C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, D-1, D-2, D-3, D-4, D-5, D-6, and D-7, as depicted on the plat entitled *Del Webb at Bayview Phase II, Subphases A & B*, recorded in Plat Book 73, Page 48 et. seq., of the Official Records of Manatee County, Florida, and**

**Tracts B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15, B-16, B-17, B-18, R-1, and R-2, as depicted on the plat entitled *Del Webb at Bayview Phase II, Subphases A & B*, recorded in Plat Book 73, Page 48 et. seq., of the Official Records of Manatee County, Florida, and**

**Those certain Private Drainage Easements, as depicted on the plat entitled *Del Webb at Bayview Phase II, Subphases A & B*, recorded in Plat Book 73, Page 48 et. seq., of the Official Records of Manatee County, Florida**

## Tab 3

**BILL OF SALE AND LIMITED ASSIGNMENT**  
**[STORMWATER IMPROVEMENTS – PHASE II, SUBPHASES A & B]**

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of the 7 day of Aug., 2025, by and between **Pulte Home Company, LLC**, a foreign limited liability company, with an address of 2662 Falkenburg Road, Riverview, Florida 33578 ("**Grantor**"), and for good and valuable consideration, to it paid by the **DW Bayview Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

**BACKGROUND STATEMENT**

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the improvements and other property interests as described in **Exhibit A** (together, "**Property**").
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
3. Except as otherwise separately agreed to in writing by Grantor, this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**[CONTINUED ON FOLLOWING PAGE]**

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

PULTE HOME COMPANY, LLC

By: [Signature]  
Name: Michelle Figura  
Title: \_\_\_\_\_

[Signature]  
Name: Ray Aponte  
Title: Director of Land Development

By: Parker Lohman  
Name: [Signature]  
Title: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 7th day of August, 2025, by Ray Aponte as Director of Land Development of Pulte Home Company, LLC, a foreign limited liability company, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Chrysten L. Dennis  
(Name of Notary Public, Printed,  
Stamped or Typed as Commissioned)



KRISTEN L. DENNIS  
Notary Public  
State of Florida  
Comm# HH425090  
Expires 7/24/2027

## **EXHIBIT A**

### **Description of Improvements – Phase II, Subphases A & B**

All stormwater management systems, including but not limited to: (i) lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets) providing drainage for streets and rights-of-way, and related system components, now a part of the “**Property**” identified below:

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**Those certain Private Drainage Easements, as depicted on the plat entitled *Del Webb at Bayview Phase II, Subphases A & B*, recorded in Plat Book 73, Page 48 et. seq., of the Official Records of Manatee County, Florida**

AND TOGETHER with all of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all guaranties, warranties, affidavits, lien waivers, and agreements given heretofore and with respect to the construction or composition of all improvements located in, on, upon or under and comprising a part of the Property, if any.

## Tab 4



# Quarterly Compliance Audit Report

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## DW Bayview

**Date:** July 2025 - 2nd Quarter

**Prepared for:** Matthew Huber

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Susan Morgan - *SchoolStatus Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*



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# Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

## Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



### ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



## Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

## Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.\* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

\* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

Passed	Description
Passed	<b>Website errors*</b> 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> The ability to navigate website without using a mouse
Passed	<b>Website accessibility policy</b> A published policy and a vehicle to submit issues and resolve issues
Passed	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	<b>Video captioning</b> Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> Alternate methods of navigating the website

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard



# Florida F.S. 189.069 Requirements

Result: **PASSED**

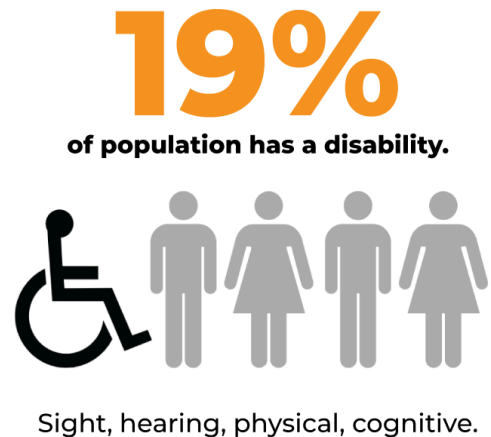
## Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>



## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

**Helpful article:** <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

**Helpful article:** <http://webaim.org/techniques/sitetools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

**Helpful article:** <http://webaim.org/techniques/tables/data>





## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

**Helpful articles:** <http://webaim.org/techniques/acrobat/acrobat>



## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

**Helpful article:** <http://webaim.org/techniques/captions>



## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

**Helpful article:** <http://webaim.org/techniques/forms>



## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## **Feedback for users**

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## **Other related requirements**

### ***No flashing***

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### ***Timers***

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### ***Fly-out menus***

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### ***No pop-ups***

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

# Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

## Tab 5

**RESOLUTION 2025-09**  
**[FY 2026 APPROPRIATION RESOLUTION]**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("FY 2026"), the District Manager prepared and submitted to the Board of Supervisors ("Board") of the DW Bayview Community Development District ("District") prior to June 15, 2025, proposed budget(s) ("Proposed Budget") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. BUDGET**

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the DW Bayview Community Development District for the Fiscal Year Ending September 30, 2026."

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for FY 2026, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2026 or within 60 days following the end of the FY 2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

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

**PASSED AND ADOPTED THIS 8th DAY OF AUGUST 2025.**

ATTEST:

**DW BAYVIEW COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary / Assistant Secretary

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Chair / Vice Chair, Board of Supervisors

**Exhibit A:** FY 2026 Budget

**Exhibit A**

FY 2026 Budget



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# **DW Bayview Community Development District**

[www.dwbayviewcdd.org](http://www.dwbayviewcdd.org)

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## **Approved Proposed Budget for Fiscal Year 2025/2026**



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Approved Proposed Budget DW Bayview Community Development District General Fund Fiscal Year 2025/2026							
Chart of Accounts Classification		Actual YTD through 04/30/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
1							
2	ASSESSMENT REVENUES						
3							
4	Special Assessments						
5	Tax Roll*	\$ 288,591	\$ 288,591	\$ 285,883	\$ 2,708	\$ 402,160	\$ 116,277
6							
7	Assessment Revenue Subtotal	\$ 288,591	\$ 288,591	\$ 285,883	\$ 2,708	\$ 402,160	\$ 116,277
8							
9	OTHER REVENUES						
10							
11	Contributions & Donations from Private Sources						
12	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13							
14	Other Revenue Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15							
16	TOTAL REVENUES	\$ 288,591	\$ 288,591	\$ 285,883	\$ 2,708	\$ 402,160	\$ 116,277
17	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.						
18							
19	EXPENDITURES - ADMINISTRATIVE						
20							
21	Legislative						
22	Supervisor Fees	\$ 600	\$ 1,029	\$ 2,400	\$ 1,371	\$ 12,000	\$ 9,600
23	Financial & Administrative						
24	Accounting Services	\$ 12,203	\$ 20,919	\$ 20,920	\$ 1	\$ 20,920	\$ -
25	Administrative Services	\$ 3,084	\$ 5,287	\$ 5,286	\$ (1)	\$ 5,286	\$ -
26	Arbitrage Rebate Calculation	\$ -	\$ -	\$ 900	\$ 900	\$ 900	\$ -
27	Assessment Roll	\$ 5,736	\$ 5,736	\$ 5,736	\$ -	\$ 5,736	\$ -
28	Auditing Services	\$ 5,100	\$ 5,100	\$ 5,100	\$ -	\$ 5,100	\$ -
29	Disclosure Report	\$ 5,200	\$ 8,914	\$ 6,000	\$ (2,914)	\$ 6,000	\$ -
30	District Engineer	\$ -	\$ -	\$ 4,000	\$ 4,000	\$ 15,000	\$ 11,000
31	District Management	\$ 13,647	\$ 23,395	\$ 23,395	\$ 0	\$ 24,995	\$ 1,600
32	Dues, Licenses & Fees	\$ 175	\$ 300	\$ 175	\$ (125)	\$ 175	\$ -
33	Financial & Revenue Collections	\$ 2,434	\$ 4,173	\$ 4,173	\$ 0	\$ 4,173	\$ -
34	Legal Advertising	\$ 523	\$ 897	\$ 1,500	\$ 603	\$ 1,500	\$ -
35	Miscellaneous Mailings	\$ -	\$ -	\$ 750	\$ 750	\$ 1,000	\$ 250
36	Public Officials Liability Insurance	\$ 2,748	\$ 2,748	\$ 2,924	\$ 176	\$ 3,000	\$ 76
37	Trustees Fees	\$ 7,000	\$ 7,000	\$ 8,000	\$ 1,000	\$ 8,000	\$ -
38	Website Hosting, Maintenance, Backup (and Email)	\$ 2,237	\$ 3,835	\$ 2,800	\$ (1,035)	\$ 2,800	\$ -
39	Legal Counsel						
40	District Counsel	\$ 15,213	\$ 26,079	\$ 15,000	\$ (11,079)	\$ 28,000	\$ 13,000
41							
42	Administrative Subtotal	\$ 75,900	\$ 115,411	\$ 109,059	\$ (6,352)	\$ 144,585	\$ 35,526
43							
44	EXPENDITURES - FIELD OPERATIONS						
45							
46	Stormwater Control						
47	Aquatic Maintenance	\$ 56,980	\$ 97,680	\$ 83,250	\$ (14,430)	\$ 130,000	\$ 46,750
48	Other Physical Environment						
49	General Liability Insurance	\$ 3,358	\$ 3,358	\$ 3,574	\$ 216	\$ 4,575	\$ 1,001
50	Landscape Maintenance (Pond Mowing)	\$ 48,562	\$ 83,249	\$ 75,000	\$ (8,249)	\$ 90,000	\$ 15,000
51	Parks & Recreation						
52	Fountain Repairs	\$ 4,667	\$ 8,001	\$ 8,000	\$ (1)	\$ 11,000	\$ 3,000
53	Maintenance & Repairs	\$ 4,083	\$ 6,999	\$ 7,000	\$ 1	\$ 7,000	\$ -
54	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000
55							
56	Field Operations Subtotal	\$ 117,650	\$ 199,287	\$ 176,824	\$ (22,463)	\$ 257,575	\$ 80,751
57							
58	TOTAL EXPENDITURES	\$ 193,550	\$ 314,698	\$ 285,883	\$ (28,815)	\$ 402,160	\$ 116,277
59							
60	EXCESS OF REVENUES OVER EXPENDITURES	\$ 95,041	\$ (26,107)	\$ -	\$ (26,107)	\$ -	\$ -
61							

DW Bayview Community Development District			
Debt Service			
Fiscal Year 2025/2026			
Chart of Accounts Classification	Series 2021	Series 2022	Budget for 2025/2026
REVENUES			
Special Assessments			
Net Special Assessments <sup>(1)</sup>	\$447,033.07	\$451,102.16	\$898,135.23
TOTAL REVENUES	\$447,033.07	\$451,102.16	\$898,135.23
EXPENDITURES			
Administrative			
Debt Service Obligation	\$447,033.07	\$451,102.16	\$898,135.23
Administrative Subtotal	\$447,033.07	\$451,102.16	\$898,135.23
TOTAL EXPENDITURES	\$447,033.07	\$451,102.16	\$898,135.23
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00

Manatee County Collection Costs (3%) and Early Payment Discounts (4%):	7.0%
GROSS ASSESSMENTS	\$965,111.73

**Notes:**

Tax Roll Collection Costs for Manatee County are 7.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

<sup>(1)</sup> Maximum Annual Debt Service.

DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT					
FISCAL YEAR 2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE					
2025/2026 O&M Budget:		\$402,160.00		2024/2025 O&M Budget:	\$285,883.00
Collection Costs:	3%	\$12,972.90		2025/2026 O&M Budget:	\$402,160.00
Early Payment Discounts:	4%	\$17,297.20			
2025/2026 Total:		<div>\$432,430.11</div>		Total Difference:	<div>\$116,277.00</div>
Lot Size	Assessment Breakdown	Per Unit Annual Assessment Breakdown		Proposed Increase / Decrease	
		2024/2025	2025/2026	\$	%
<div>Phase 1 &amp; 2</div>					
Villa 38'	Series 2021 Debt Service	\$792.38	\$792.38	\$0.00	0.00%
	Operations/Maintenance	\$323.58	\$455.19	\$131.61	40.67%
	Total	\$1,115.96	\$1,247.57	\$131.61	11.79%
Single Family 40'	Series 2021 Debt Service	\$834.08	\$834.08	\$0.00	0.00%
	Operations/Maintenance	\$323.58	\$455.19	\$131.61	40.67%
	Total	\$1,157.66	\$1,289.27	\$131.61	11.37%
Single Family 50'	Series 2021 Debt Service	\$1,042.60	\$1,042.60	\$0.00	0.00%
	Operations/Maintenance	\$323.58	\$455.19	\$131.61	40.67%
	Total	\$1,366.18	\$1,497.79	\$131.61	9.63%
Single Family 64'	Series 2021 Debt Service	\$1,334.53	\$1,334.53	\$0.00	0.00%
	Operations/Maintenance	\$323.58	\$455.19	\$131.61	40.67%
	Total	\$1,658.11	\$1,789.72	\$131.61	7.94%
<div>Phase 3 &amp; 4</div>					
Villa 38'	Series 2022 Debt Service	\$791.21	\$791.21	\$0.00	0.00%
	Operations/Maintenance	\$323.58	\$455.19	\$131.61	40.67%
	Total	\$1,114.79	\$1,246.40	\$131.61	11.81%
Single Family 40'	Series 2022 Debt Service	\$832.86	\$832.86	\$0.00	0.00%
	Operations/Maintenance	\$323.58	\$455.19	\$131.61	40.67%
	Total	\$1,156.44	\$1,288.05	\$131.61	11.38%
Single Family 50'	Series 2022 Debt Service	\$1,041.07	\$1,041.07	\$0.00	0.00%
	Operations/Maintenance	\$323.58	\$455.19	\$131.61	40.67%
	Total	\$1,364.65	\$1,496.26	\$131.61	9.64%
Single Family 64'	Series 2022 Debt Service	\$1,332.57	\$1,332.57	\$0.00	0.00%
	Operations/Maintenance	\$323.58	\$455.19	\$131.61	40.67%
	Total	\$1,656.15	\$1,787.76	\$131.61	7.95%

DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$402,160.00
COLLECTION COSTS @	3.0%	\$12,972.90
EARLY PAYMENT DISCOUNT @	4.0%	\$17,297.20
TOTAL O&M ASSESSMENT		\$432,430.11

UNITS ASSESSED				ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT			
LOT SIZE	O&M	SERIES 2021 DEBT SERVICE <sup>(1)</sup>	SERIES 2022 DEBT SERVICE <sup>(2)</sup>	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	O&M	SERIES 2021 DEBT SERVICE <sup>(3)</sup>	SERIES 2022 DEBT SERVICE <sup>(4)</sup>	TOTAL <sup>(5)</sup>
<i>Phase 1 &amp; 2</i>											
Villa 38'	60	60	0	1.00	60.00	6.32%	\$27,311.38	\$455.19	\$792.38	\$0.00	\$1,247.57
Single Family 40'	121	121	0	1.00	121.00	12.74%	\$55,077.94	\$455.19	\$834.08	\$0.00	\$1,289.27
Single Family 50'	207	206	0	1.00	207.00	21.79%	\$94,224.24	\$455.19	\$1,042.60	\$0.00	\$1,497.79
Single Family 64'	88	88	0	1.00	88.00	9.26%	\$40,056.68	\$455.19	\$1,334.53	\$0.00	\$1,789.72
<i>Phase 3 &amp; 4</i>											
Villa 38'	56	0	56	1.00	56.00	5.89%	\$25,490.62	\$455.19	\$0.00	\$791.21	\$1,246.40
Single Family 40'	114	0	114	1.00	114.00	12.00%	\$51,891.61	\$455.19	\$0.00	\$832.86	\$1,288.05
Single Family 50'	201	0	201	1.00	201.00	21.16%	\$91,493.11	\$455.19	\$0.00	\$1,041.07	\$1,496.26
Single Family 64'	103	0	102	1.00	103.00	10.84%	\$46,884.53	\$455.19	\$0.00	\$1,332.57	\$1,787.76
Total Community	950	475	473		950.00	100.00%	\$432,430.11				

LESS: Manatee County Collection Costs (3%) and Early Payment Discounts (4%):

(\$30,270.11)

Net Revenue to be Collected	\$402,160.00
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<sup>(1)</sup> Reflects the number of total lots with Series 2021 debt outstanding.

<sup>(2)</sup> Reflects the number of total lots with Series 2022 debt outstanding.

<sup>(3)</sup> Annual debt service assessment per lot adopted in connection with the Series 2021 bond issue. Annual assessment includes principal, interest, Pasco County collection costs and early payment discounts.

<sup>(4)</sup> Annual debt service assessment per lot adopted in connection with the Series 2022 bond issue. Annual assessment includes principal, interest, Pasco County collection costs and early payment discounts.

<sup>(5)</sup> Annual assessment that will appear on November 2025 Manatee County property tax bill for platted lots. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

## GENERAL FUND BUDGET

### ACCOUNT CATEGORY DESCRIPTION

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

### REVENUES:

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

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

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

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### EXPENDITURES – ADMINISTRATIVE:

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

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

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

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



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

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

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

**Financial & Revenue Collections:** Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on the property after the full collection of bond debt levied on particular properties.

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

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

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

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

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

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

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

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

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

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

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## **EXPENDITURES - FIELD OPERATIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

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

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

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

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



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

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

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

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

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

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

## **RESERVE FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

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

## **REVENUES:**

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

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

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

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



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## EXPENDITURES:

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

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

## DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

## REVENUES:

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

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## EXPENDITURES – ADMINISTRATIVE:

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

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



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## Tab 6

**RESOLUTION 2025-10**  
**[FY 2026 ASSESSMENT RESOLUTION]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2026 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT:**

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

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

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

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance (“**O&M Assessment(s)**”) is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
  - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby certifies for collection the FY 2026 installment of the District’s previously levied debt service special assessments (“**Debt Assessments,**” and together with the O&M Assessments, the “**Assessments**”) in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
  - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
  - b. **Future Collection Methods.** The District’s decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.
6. **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.

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

**PASSED AND ADOPTED** this 8th day of August 2025.

ATTEST:

**DW BAYVIEW COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A:** Budget  
**Exhibit B:** Assessment Roll

**Exhibit A**

Budget



**EXHIBIT B**  
Assessment Roll

Assessment roll is maintained in the District's official records and is available upon request. Certain exempt information may be redacted prior to release in compliance with Chapter 119, Florida Statutes.

## **Tab 7**

**RESOLUTION 2025-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DW  
BAYVIEW COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES,  
TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF  
SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2025/2026, AND  
PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, DW Bayview Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Manatee County, Florida; and

**WHEREAS**, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

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

**WHEREAS**, the Board is statutorily required to file annually, with the local governing authority or authorities a schedule of its regular meetings; 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.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE  
DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT:**

1. The Fiscal Year 2025/2026 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 Section 189.015(1), Florida Statutes.
2. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 8TH DAY OF AUGUST, 2025**

**DW BAYVIEW COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIRMAN / VICE CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY / ASST. SECRETARY**

**EXHIBIT "A"**  
**BOARD OF SUPERVISORS MEETING DATES**  
**DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2025/2026**

October 10, 2025  
November 14, 2025  
December 12, 2025  
January 9, 2026  
February 13, 2026  
March 13, 2026  
April 10, 2026  
May 8, 2026  
June 12, 2026  
July 10, 2026  
August 14, 2026  
September 11, 2026

Time: 10:00 a.m.

Location: Driftwood Clubhouse located at 8810 Barrier Coast Trail, Parrish, FL 34219

## Tab 8

## CONTRACT FOR PROFESSIONAL DISTRICT MANAGEMENT SERVICES

**DATE:** October 1, 2025

**BETWEEN:** **RIZZETTA & COMPANY, INC.**  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

(Hereinafter referred to as "**District Manager**")

**AND:** **DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT**  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

(Hereinafter referred to as "**District**," and together with District Manager, the "**Parties**.")

### PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for District Manager to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. Additionally, this Contract consolidates all services provided by District Manager including continuing disclosure and technology services. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract. This Contract constitutes the entire understanding between the Parties and supersedes all prior Contracts, which are hereby terminated and of no further effect.

**A. STANDARD ON-GOING SERVICES.** The District Manager shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. **Management** - services include the conducting of one (1) three (3) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
- ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;



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- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity. District Manager shall be identified as agent or custodian of the District's bank accounts with signatory authority.
- iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.
- v. **Continuing Disclosure** – serve as the District's Dissemination Agent and provides such duties as required per the District's Continuing Disclosure Agreements and compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5) for all series of bonds requiring such services.
- vi. **Website Management** – services associated with managing the content of the District's website in compliance with Chapter 189.069, Florida Statutes.

**B. TIME FRAME.** The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

**II. ADDITIONAL SERVICES.** In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the District Manager. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, shall be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;



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- Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the District Manager shall provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The District Manager shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the District Manager.

**III. LITIGATION SUPPORT SERVICES.** Upon the District's request, the District Manager shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the District Manager shall provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The District Manager shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the District Manager.

**IV. ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.** These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by District Manager for providing those services to the extent authorized by law and the District's Rules of Procedure.

**V. TERM.** The District Manager's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The District Manager acknowledges that the prices of this Contract are firm and that the District Manager may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

**VI. FEES AND EXPENSES; PAYMENT TERMS.**

**A. FEES AND EXPENSES.**

- i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the District Manager for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the District Manager's compensation for services provided pursuant to this Contract, the District shall compensate the District Manager only for those services



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provided under the terms of this Contract. Unless otherwise specified by this Contract, the District Manager shall invoice the District for the District Manager's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved shall be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment for those services shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice. District shall establish and properly fund an account with such federally-insured bank to be designated for ACH withdrawal by District Manager to meet the District's obligations for all amounts owed to District Manager under this Contract.

- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in Contract terms.
- iii. In the event the District authorizes a change in the scope of services requested, District Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before District Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the District Manager or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services shall be subject to reimbursement at cost. These expenses include but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

#### B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services shall be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services shall either be billed monthly at the District Manager's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.



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- iii. **Litigation Support Services.** Litigation Support Services shall be billed monthly on an hourly basis for the hours incurred at the District Manager's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses not included under the Standard-On Going Services of the District Manager shall be billed monthly as incurred.

All invoices shall be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VII. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the District Manager, the District Manager shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay District Manager's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. District Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VIII. **NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
- IX. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the District Manager.
- X. **RESPONSIBILITIES.**
  - A. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the District Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
  - B. **LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, and to the extent consistent with Chapter 190.006, District Manager shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the District Manager. District Manager shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.
- XI. **TERMINATION.** This Contract may be terminated as follows:
  - A. By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the District Manager. Termination for "good cause" shall be effected by written notice to District Manager



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electronically at the address noted herein.

- B. By the District Manager for “good cause”, immediately which shall include, but is not limited to, failure of the District to timely pay District Manager for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for District Manager to undertake any action or implement a policy of the Board which District Manager deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for “good cause” shall be effected by written notice to District electronically at the address noted herein.
- C. By the District Manager or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.
- D. Upon any termination, District Manager shall be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. District Manager shall make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

## **XII. GENERAL TERMS AND CONDITIONS.**

- A. All invoices are due and payable within forty-five (45) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B. In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney’s fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Manatee County, Florida.
- D. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- E. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the District Manager.
- F. The District Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The District Manager agrees to take steps to repair any damage resulting from the District Manager’s activities and work pursuant to the Contract within twenty-four hours (24) hours.



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- G. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

### XIII. INDEMNIFICATION.

**A. DISTRICT INDEMNIFICATION.** To the extent the District Manager or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold harmless the District Manager, its employees, officers, or agents from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that District Manager its employees, officers, or agents, may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District Manager may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

**DISTRICT MANAGER INDEMNIFICATION.** The District Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

The terms of this Section shall survive the termination of this Contract.

**B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**XIV. WAIVER OF DAMAGES.** The District Manager, its employees, officers, or agents, shall not be liable for any acts or omissions of any previous manager(s) of the District. Additionally, the District Manager, its employees, officers or agents, shall not be liable, responsible, or accountable in damages or otherwise to the District for any acts performed by the District Manager, its employees, officers or agents, in good faith and within the



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scope of this Agreement. Further, the District Manager, its employees, officers, or agents, shall not be liable to the District or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the District or otherwise titled in the name of the District (collectively, "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the District which is delivered to the District Manager and deposited into any of the District Bank Accounts. The terms of this Section shall survive the termination of this Contract.

**XV. INSURANCE.**

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The District Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
  - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
  - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the District Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees shall be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. District Manager shall furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D.** The District agrees to list the District Manager as an additional insured party on its General Liability and Automobile Liability insurance policies to the extent the District Manager or its employees are serving as the District's employees, officers or agents pursuant to the terms, conditions and requirements of this Agreement, and to the extent the District's insurance provider shall issue an endorsement in substantially the form attached hereto as Exhibit E. The limits of coverage for additional insured parties pursuant to such





endorsement shall not exceed the monetary limitations of liability provided in Section 768.28, Florida Statutes.

- E. If the District Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the District Manager shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**XVI. ASSIGNMENT.** Except as provided in this section, neither the District nor the District Manager may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the District Manager or the District without the prior written approval of the other party is void.

**XVII. COMPLIANCE WITH PUBLIC RECORDS LAWS.** District Manager understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, District Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. District Manager acknowledges that District Manager is the designated public records custodian for the District ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the District Manager shall 1) keep and maintain public records required by the District to perform the service; 2) provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes and the District's Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the District Manager does not transfer the records to the new Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as **Exhibit D**; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in District Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the District Manager, the District Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE DISTRICT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**



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- XVIII. NOTICES.** All notices, requests, consents and other communications under this Contract ("**Notices**") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**If to the District:** DW Bayview Community  
Development District  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

**With a copy to:** Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, FL 32301  
Attn: District Counsel

**If to the District Manager:** Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. 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 contained in this Contract 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 the District Manager may deliver Notice on behalf of the District and the District Manager, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XIX. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the District Manager and shall remain effective until terminated by either the District or the District Manager in accordance with the provisions of this Contract.
- XX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XXI. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the District Manager relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.
- XXII. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the District Manager under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely



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responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.

- XXIII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the District Manager 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 Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the District Manager any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the District Manager and their respective representatives, successors, and assigns.
- XXIV. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The District Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances in performing the services under this Contract. If the District Manager fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the District Manager or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the District Manager as an arm's length transaction. The District and the District Manager participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language shall not be interpreted or construed against any party.
- XXVI. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- XXVII. E-VERIFICATION.** Pursuant to Section 448.095(2), Florida Statutes,
- A.** Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and shall remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
  - B.** If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District shall terminate this Agreement as





required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor shall immediately terminate its contract with the subcontractor.

- C. If this Agreement is terminated in accordance with this section, then the Contractor shall be liable for any additional costs incurred by the District.

**XXVIII. SAFE AND HEALTHY WORK ENVIRONMENT.** District agrees to provide a safe and healthy work environment for all employees provided by the District Manager. If the District Manager, in the exercise of its reasonable discretion, determines that there are conditions within the District which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by residents, guests and invitees, the District Manager shall have the ability, notwithstanding anything to the contrary contained in this Contract, to prohibit its employees from going to the areas managed by the District to provide services or remove on-site employees upon written notice to the District. During the period of time that employees have been removed, District Manager shall have no responsibility for performance of services under this Contract that would be performed by on-site employees or by employees prohibited from going to the areas managed by the District. Further, District Manager shall not be liable to the District or residents, guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to the District Manager's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when the District Manager's on-site employees have been removed or other employees have been prohibited from going to areas managed by the District.

**XXIV. FORCE MAJEURE.** The Parties hereto shall be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "**Force Majeure**"), except with respect to amounts to be paid by the District for services actually provided by District Manager pursuant to this Contract during a Force Majeure. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to the District Manager by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing shall not be interpreted as extending the term or renewal term of this Contract.

**XXV. DISLCOSURE.** Rizzetta & Company, Inc. is an affiliate of FirstService Residential Florida, Inc.

*(Remainder of this page is left blank intentionally)*



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

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY: William J. Rizzetta  
PRINTED NAME: William J. Rizzetta  
TITLE: President  
DATE: Jul 28, 2025

**DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: Chairman/Vice Chairman  
DATE: \_\_\_\_\_

**Exhibit A** – Scope of Services  
**Exhibit B** – Schedule of Fees  
**Exhibit C** – Municipal Advisor Disclaimer  
**Exhibit D** – Public Records Request Policy  
**Exhibit E** – Human Trafficking Affidavit



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**EXHIBIT A**  
Scope of Services

**STANDARD ON-GOING SERVICES:** These services shall be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

**MANAGEMENT:**

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
  - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
  - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
  - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
  - 4. Provide Form 1 Financial Disclosure documents for Board Members
  - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
  - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
  - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
  - 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
  - 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
  - 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
  - 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
    - a. Provide written notice to owners of public hearing on the budget and its related assessments.
  - 12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
  - 13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
  - 14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.



15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
  16. Provide for submitting the regular meeting schedule of the Board to County.
  17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
  18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
  19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
  20. Provide for public records announcement and file document of registered voter data each June.
  21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
  22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
  23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
    - a. Provide for the appropriate ad templates and language for each of the above.
  24. Provide for instruction to Landowners on the Election Process and forms, etc.
  25. Respond to Bond Holders Requests for Information.
  26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

**ADMINISTRATIVE:**

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.



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- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
  - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

**ACCOUNTING:**

**A. Financial Statements**

- 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
  - a) Chart of Accounts
  - b) Vendor and Customer Master File
  - c) Report creation and set-up.
- 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
  - a) Cash Investment Account Reconciliations per fund
  - b) Balance Sheet Reconciliations per fund
  - c) Expense Variance Analysis
- 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
- 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
- 5. Manage banking relations with the District's Depository and Trustee.
- 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- 7. Account for assets constructed by or donated to the District for maintenance.
- 8. On or before October 1<sup>st</sup> of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- 9. Provide Audit support to auditors for the required Annual Audit, as follows:
  - a) Review statutory and bond indenture requirements
  - b) Prepare Audit Confirmation Letters for independent verification of activities.



- c) Prepare all supporting accounting reports and documents as requested by the auditors
  - d) Respond to auditor questions
  - e) Review and edit draft report
  - f) Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
11. Provide and file Annual Financial Statements (FS. 218 report) by June 30<sup>th</sup> of each year.

**B. Budgeting**

- 1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
- 2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
- 3. Prepare and cause to be published notices of all budget hearings and workshops.
- 4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

**C. Accounts Payable/Receivable**

- 1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
  - a) Manage Vendor Information per W-9 reports
- 2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
- 3. Maintain checking accounts with qualified public depository including:
  - a) Reconciliation to reported bank statements for all accounts and funds.
- 4. Prepare year-end 1099 Forms for Vendor payments as applicable.
  - a) File reports with IRS.

**D. Capital Program Administration**

- 1. Maintain proper capital fund and project fund accounting procedures and records.
- 2. Process Construction requisitions including:
  - a) Vendor Contract completion status
  - b) Verify Change Orders for materials
  - c) Check for duplicate submittals





d) Verify allowable expenses per Bond Indenture Agreements such as:

- (1) Contract Assignment
- (2) Acquisition Agreement
- (3) Project Construction and Completion Agreement

3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

**E. Purchasing**

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

**F. Risk Management**

1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

**FINANCIAL AND REVENUE COLLECTION:**

**A. Administer Prepayment Collection:**

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.



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3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.

**B. Administer Assessment Roll Process:**

1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
3. Verify assessments on platted lots, commercial properties or other assessable lands.
4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.

**C. Administer Assessments for Off Tax Roll parcels/lots:**

1. Maintain and update current list of owners of property not assessed via the tax roll.
2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.

**D. True-Up Analysis:**

1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

**CONTINUING DISCLOSURE:**

**A. Dissemination Agent:**

1. Serve as the District's Dissemination Agent and provides such duties as required per the District's Continuing Disclosure Agreements and compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5) for all series of bonds requiring such services.

**WEBSITE MANAGEMENT:**

**A. Website Management:**

1. Consultant shall manage the content of the website in compliance with Chapter 189.069, Florida Statutes. Consultant shall maintain the domain for the District. Consultant shall provide the website maintenance provider with documents and



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updated content as required in accordance with Chapter 189.0069 Florida Statutes.

Required Website Content: Pursuant to section 189.016 & 189.069, Florida Statutes, special district web sites are required to include and make available the following information or documents, which requirements may be changed from time to time. Changes to the requirements may be subject to additional fees:

- a. The full legal name of the special district.
- b. The public purpose of the special district.
- c. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
- d. The fiscal year of the special district.
- e. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established.  
Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
- f. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
- g. A description of the boundaries or service area of, and the services provided by, the special district.
- h. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
- i. The primary contact information for the special district for purposes of communication from the department.
- j. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
- k. The budget of the special district and any amendments thereto in accordance with s. 189.016.
- l. Tentative budgets shall be posted at least two (2) days before the budget hearing and remain on District website for forty-five (45) days.
- m. Final adopted budgets shall be posted within thirty (30) days after adoption and remain on District website for two (2) years.
- n. Budget amendments shall be posted within five (5) days after adoption and remain on District website for two (2) years.
- o. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district or a link to the District's most recent final, complete audit report on the Auditor General's website.
- p. A listing of the District's regularly scheduled public meetings as required by s. 189.015(1).
- q. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
- r. At least seven (7) days before each meeting or workshop, the agenda of the event, The information must remain on the website for at least one (1) year after the event.



**ADDITIONAL SERVICES:**

A. Meetings

1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;
2. True-Up Analysis;
  - a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
  - b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;

C. Bond Issuance Services

1. Special Assessment Allocation Report;
  - a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
  - b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
  - c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments
2. Bond Validation;
  - a) Coordinate the preparation of a Bond Validation Report which states the "Not-to-exceed" par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
  - b) Provide expert testimony at bond validation hearing in circuit court.
3. Certifications and Closing Documents;
  - a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

D. Electronic communications/e-blasts;

E. Special requests;

F. Amendment to District boundary;

G. Grant Applications;

H. Escrow Agent;



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- I. Continuing Disclosure/Representative/Agent;
- J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.
- K. Public Records Requests - Refer to **Exhibit D** of this Contract for responsibilities;

**LITIGATION SUPPORT SERVICES:**

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

**ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:**

- A. Issue estoppel letters as needed for property transfers
  - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
  - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
  - 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
  - 2. Maintain collection log showing all parcels that have pre-paid assessments.
  - 3. Prepare, execute and issue release of lien to be recorded in public records.



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**EXHIBIT B**  
Schedule of Fees

**STANDARD ON-GOING SERVICES:**

Standard On-Going Services shall be billed monthly pursuant to the following schedule:

	<b>MONTHLY</b>	<b>ANNUAL</b>
Management:	\$2,032.92	\$24,395
Administrative:	\$ 440.50	\$ 5,286
Accounting:	\$1,743.33	\$20,920
Financial & Revenue Collections:	\$ 347.75	\$ 4,173
Assessment Roll (1):		\$ 5,736
Continuing Disclosure:	\$ 500.00	\$ 6,000
Website Management:	\$ 100.00	\$ 1,200
<b>Total Standard On-Going Services:</b>	<b>\$5,164.50</b>	<b>\$67,710</b>

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.



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<b>ADDITIONAL SERVICES:</b>	<b>FREQUENCY</b>	<b>RATE</b>
Extended and Continued Meetings	Hourly	\$ 400
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 400
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Bond Amortization Schedules	Per Occurrence	\$ 600
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

**PUBLIC RECORDS REQUESTS FEES:**

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

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



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# **LITIGATION SUPPORT SERVICES:**

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

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



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**EXHIBIT C**  
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.



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## EXHIBIT D

### Public Records Request Policy and Fees

#### **Public Officer, Employee and Staff Policy for Processing Requests for Public Records**

##### **Policy Generally:**

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that shall be utilized in preparing responses to public record requests.

##### **Requests for District Records:**

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons shall be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian shall then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the Agreement.



Rizzetta & Company

MJJ 051424



6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.
7. Florida's public records law does not require the District to answer questions regarding the records produced.

**Processing Responsive Records:**

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party shall be charged according to the District's adopted fee schedule.
2. Records are only required to be produced in the format(s) in which they exist.
3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.



**EXHIBIT E**

Nongovernmental Entity  
Human Trafficking Affidavit  
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of Rizzetta & Company, Incorporated and attest that Rizzetta & Company, Incorporated does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

**FURTHER AFFIANT SAYETH NOT.**

**Rizzetta & Company, Incorporated, a**  
Florida Corporation

By: William J. Rizzetta  
Name: William J. Rizzetta  
Title: President



Rizzetta & Company

MJJ 051424






# 2025-10-01 - DW Bayview CDD - Contract for District Management Services (consolidated)

Final Audit Report

2025-07-28

Created:	2025-07-28
By:	Scott Brizendine (sbrizendine@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo2RiSjdRKR0_oLRnfhpQQYF0NLCR9J8J

## "2025-10-01 - DW Bayview CDD - Contract for District Management Services (consolidated)" History

-  Document created by Scott Brizendine (sbrizendine@rizzetta.com)  
2025-07-28 - 2:01:57 PM GMT
-  Document emailed to Bill Rizzetta (brizzetta@rizzetta.com) for signature  
2025-07-28 - 2:02:06 PM GMT
-  Email viewed by Bill Rizzetta (brizzetta@rizzetta.com)  
2025-07-28 - 2:17:53 PM GMT
-  Document e-signed by Bill Rizzetta (brizzetta@rizzetta.com)  
Signature Date: 2025-07-28 - 2:18:17 PM GMT - Time Source: server
-  Agreement completed.  
2025-07-28 - 2:18:17 PM GMT

## Tab 9

# DW Baview

18x24



48" - 60"  
(4 - 5ft)

Galvanized  
U-channel  
Post



Fields Consulting Group, LLC (dba. Mike's Signs)  
11749 Crestridge Loop  
New Port Richey, FL  
34655-0017 USA  
signsandgraphicsbymike@gmail.com

*Fields*  
CONSULTING GROUP, LLC  
11749 Crestridge Loop  
Trinity, FL 34655



## Estimate

### ADDRESS

Rizzetta & Company  
Del Webb Bayview CDD  
Attn: Stephanie DeLuna  
3434 Colwell Ave, Suite 200  
Tampa, FL 33614

ESTIMATE # 1726

DATE 07/31/2025

EXPIRATION DATE 08/31/2025

### SALES REP

Mike Fields

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Install (Signage)	"Beware Alligators, Snakes, Wildlife" (18x24) .060 metal reflective pond sign and 7-ft galvanized u-channel post (installed 2-3-ft in ground leaving 4-5-ft tall post depending on the berm slope at each pond)	40	115.00	4,600.00
SUBTOTAL					4,600.00
TAX					0.00
TOTAL					<b>\$4,600.00</b>

Accepted By

Accepted Date

## **Tab 10**

**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.

**DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of Del Webb Bayview Community Development District was held on **Friday, June 6, 2025, at 10:00 a.m.** at the Driftwood Clubhouse, located at 8810 Barrier Coast Trail, Parrish, FL, 34219.

Present and constituting a quorum were:

Brady Lefere	<b>Board Supervisor, Chairman</b>
Darryl Steiner	<b>Board Supervisor, Vice Chairman</b>
Kat Diggs	<b>Board Supervisor, Assistant Secretary</b>
Lindsay Holt	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Stephanie DeLuna	<b>District Manager; Rizzetta &amp; Company</b>
Kate John	<b>District Counsel; Kutak Rock (via phone)</b>
Ryan Dugan	<b>District Counsel; Kutak Rock (via phone)</b>
Jessica Spence	<b>Representative, Eco-Logic Services</b>

Audience: **Present**

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Ms. DeLuna called the meeting to order and conducted roll call, confirming that a quorum was present.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Multiple questions were heard surrounding ponds and wetlands.

**THIRD ORDER OF BUSINESS**

**Staff Reports**

**A. Aquatic Maintenance**

**1. Presentation of Eco-Logic Inspection Report**

Ms. Spence was present. Mr. Steiner requested an explanation of Pond H and its design. Mr. Steiner conducted a question-and-answer session with the vendor.



**2. Consideration of Eco-Logic Services Agreement**

Ms. DeLuna explained the District Engineer's recommendations. Mr. Dugan was provided the Level Up email and breakdown of service.

**3. Consideration of Eco-Logic Maintenance Proposal**

On a motion by Mr. Steiner, seconded by Mr. Lefere, with all in favor, the Board of Supervisors approved a not to exceed amount of \$10,000.00 to repair both the swales and the control structure, on the District Engineer's recommendation, and authorize Mr. Steiner to work with District Management outside of a meeting to select a proposal, for the DW Bayview Community Development District.

**4. Consideration of Advance Aquatics Fountain Maintenance Agreement and Environmental Service Agreement**

This agreement was added to the agenda for review.

**B. District Counsel**

Mr. Dugan stated he would need to confirm ownership by HOA or CDD and speak with the District Engineer for Tract B1, Phase 3 swale. Mr. Dugan had no other updates.

**C. Interim Engineer**

**1. Phase 3 Storm Drainage Inspection**

Mr. Stephenson was not present.

**D. District Manager**

Ms. DeLuna stated the next CDD meeting will be held on Friday, July 11, 2025, at 10:00 a.m. at the DW Bayview Clubhouse and August 8, 2025 at 10:00 a.m. is the public hearing for the fiscal year 2025-2026 budget.

**FOURTH ORDER OF BUSINESS**

**Business Items**

**A. Presentation of Arbitrage Rebate Report for Series 2021**

On a motion by Mr. Steiner seconded by Mr. Lefere, with all in favor, the Board of Supervisors accepted the Arbitrage Rebate Report, as presented, for the DW Bayview Community Development District.

**B. Presentation of the Fiscal Year 2025-2026 Proposed Budget**

Ms. DeLuna presented the Fiscal Year 2025-2026 Proposed Budget to the Board. Line items were reviewed.

On a motion by Mr. Lefere seconded by Mr. Steiner, with all in favor, the Board of Supervisors approved the fiscal year 2025-2026 proposed budget, for the DW Bayview Community Development District.

**1. Consideration of Resolution 2025-08, Approving the Fiscal Year 2025-2026 Proposed Budget and Setting a Public Hearing**

On a motion by Mr. Steiner seconded by Mr. Lefere, with all in favor, the Board of Supervisors adopted Resolution 2025-08, Approving the Fiscal Year 2025-2026 Proposed Budget and Setting a Public Hearing for August 8, 2025 at 10:00 a.m. at the Driftwood Clubhouse, for the DW Bayview Community Development District.

The Board discussed making the meeting on July 11, 2025 a workshop instead of a regular meeting.

On a motion by Mr. Steiner seconded by Mr. Lefere, with all in favor, the Board of Supervisors approved to change the July 11, 2025 regular meeting to a workshop, for the DW Bayview Community Development District.

**FIFTH ORDER OF BUSINESS**

**Business Administration**

**A. Consideration of Minutes of the Board of Supervisors Regular Meeting held on May 2, 2025.**

Ms. DeLuna presented the meeting minutes to the Board.

On a motion by Mr. Steiner seconded by Mr. Lefere, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors meeting held on May 2, 2025, as presented, for the DW Bayview Community Development District.

**B. Consideration of Operation & Maintenance Expenditures for April 2025**

On a motion by Mr. Lefere, seconded by Mr. Steiner, with all in favor, the Board of Supervisors ratified the operation and maintenance expenditures for April 2025 (\$30,091.07), for the DW Bayview Community Development District.

**SIXTH ORDER OR BUSINESS**

**Supervisors Requests**

Mr. Steiner requested that Ms. Diggs review the repair in Preserve T.

**NINTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Steiner seconded by Mr. Lefere with all in favor, the Board of Supervisors motioned to adjourn the meeting at 11:49 a.m., for DW Bayview Community Development District

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/ Vice Chairman

## **Tab 11**

**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.

**DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of DEL WEBB Bayview Community Development District was held on **Friday, November 1, 2024, at 10:31 a.m.** at the Driftwood Clubhouse, located at 8810 Barrier Coast Trail, Parrish, FL, 34219. The following is the minutes of this meeting:

Present and constituting a quorum were:

Brady Lefere	<b>Board Supervisor, Chairman</b>
Ray Aponte	<b>Board Supervisor, Vice Chair</b>
Katt Diggs	<b>Board Supervisor, Assistant Secretary</b>
Darryl Steiner	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Matthew Huber	<b>District Manager; Rizzetta &amp; Company</b>
Stephanie DeLuna	<b>District Manager; Rizzetta &amp; Company</b>
Alyssa Wilson	<b>District Counsel; Kutak Rock (via Phone)</b>
Kate John	<b>District Counsel; Kutak Rock (via Phone)</b>

Audience: **Present**

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Ms. DeLuna called the meeting to order and conducted a roll call, confirming that a quorum was present.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Audience comments were heard. The Board explained the CDD's purpose.

**THIRD ORDER OF BUSINESS**

**Business Items**

**A. Consideration of Resolution 2025-01, Fiscal Year Meeting Schedule**

Ms. DeLuna presented the fiscal year meeting schedule to the Board for approval.

On a motion by Mr. Steiner, seconded by Mr. Lefere with all in favor, the Board of Supervisors approved the adoption of Resolution 2025-01, Fiscal Year Meeting Schedule, for the DW Bayview Community Development District.

**B. Consideration of Resolution 2025-02, Designating a Date, Time and Location for a Landowners Meeting**

Ms. DeLuna presented Resolution 2025-02 to the Board. The date chosen for the Landowners meeting is November 22, 2024, at 10:00 a.m.

On a motion by Mr. Lefere, seconded by Mr. Steiner, with all in favor, the Board of Supervisors adopted Resolution 2025-02, Designating a Date, Time and Location for a Landowners Meeting, as discussed, for the DW Bayview Community Development District.

**C. Presentation of Arbitrage Report September 2023-2024**

This report is a third-party review. There is no excessive interest, and no liability showing at this time.

On a motion by Mr. Steiner, seconded by Mr. Lefere, with all in favor, the Board of Supervisors accepted the Arbitrage Report September 2023-2024, for the DW Bayview Community Development District.

**FOURTH ORDER OF BUSINESS**

**Business Administration**

**A. Consideration of Minutes of the Board of Supervisors Regular Meeting held on August 2, 2024**

Ms. DeLuna presented the meeting minutes from August 2, 2024.

On a motion by Mr. Aponte seconded by Mr. Lefere, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors meeting held on August 2, 2024, for DW Bayview Community Development District.

**B. Consideration of Operations & Maintenance Expenditures for July, August, and September 2024.**

Ms. DeLuna presented the Operations & Maintenance expenditures for July, August, and September 2024 to the Board.

On a motion by Mr. Steiner seconded by Mr. Lefere, with all in favor, the Board of Supervisors ratified the July (\$26,369.66), August (\$9,120.48), and September (\$39,249.56) 2024 Operations & Maintenance Expenditures, for the Del Webb Bayview Community Development District.

The Board wishes to bill back the Homeowner's Association for Mr. Refill invoices that have been paid by the CDD.

On a motion by Mr. Steiner seconded by Mr. Lefere, with all in favor, the Board of Supervisors approved to bill back the Homeowner's Association for Mr. Refill invoices paid by the CDD, for the Del Webb BayView Community Development District.

## **FIFTH ORDER OF BUSINESS**

## **Staff Reports**

### **A. District Counsel**

1. Affidavit of Ownership and Encumbrances
2. Ms. Wilson reviewed the documents associated with the affidavit, noting that the exhibits will be approved with the affidavit. Those documents include: the Contract for Sale and Purchase, Permanent Utilities Easement, Temporary Construction Easement, and warranty deed. Mr. Aponte reviewed the County road expansion plan with the County and CDD Land , it was reviewed and asked for the Board to approve in substantial form. Ms. Willson reviewed the agreements that were included with preliminary comments and was outlined as standard agreement to Section 3 – Purchase Price currently \$21,458.00 to included temporary easement , utilities easement and parcel. Mr. Aponte and the engineer are reviewing any additional reimbursement blank for any professional fees , legal , etc. or any items that could be removed that is District property that obtained cost associated with the project.

On a motion by Mr. Aponte, seconded by Mr. Lefere, with all in favor, the Board of Supervisors approved the Affidavit of Ownership and Encumbrances, as included as exhibits for the DW Bayview Community Development District.

A brief discussion was held regarding the Quit Claim Deeds.

On a motion by Mr. Lefere, seconded by Mr. Steiner, with all in favor, the Board of Supervisors ratified both the Quit Claim Deed from HOA to CDD and the CDD to HOA for DW Bayview Community Development District.

### **B. Interim Engineer**

Not present.

### **C. District Manager**

Ms. DeLuna announced the next scheduled meeting is Friday, December 6, 2024, at 10:30 a.m.

**EIGHTH ORDER OR BUSINESS**

**Supervisors Requests**

Mr. Steiner spoke regarding the fountains moving, stating that it is possible they were moved by the storm as the pond is narrow. He also requested that a revision be made to the phase 4 Sunrise Contract revision relative to the discrepancy on the numbers of mows between the two contracts.

**NINTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Steiner, seconded by Mr. Lefere, with all in favor, the Board of Supervisors motioned to adjourn the meeting at 12:08 p.m., for DW Community Development District.
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Secretary/Assistant Secretary

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Chairman/ Vice Chairman



## **Tab 12**

# DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT

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District Office · Riverview, Florida · (813) 533-2950

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

[www.dwbayviewcdd.org](http://www.dwbayviewcdd.org)

## **Operation and Maintenance Expenditures May 2025 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2025 through May 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$18,856.00**

---

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# DW Bayview Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2025 Through May 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Arbitrage Rebate Counselors, LLC	100213	050625 S2021	Annual Arbitrage Report Series 2021 03/10/24 - 03/10/25	\$400.00
Darryl Dey Steiner	20250528-1	DS050225	Board of Supervisors Meeting 05/02/25	\$200.00
Eco-Logic Services, LLC	100212	5159	Aquatic Maintenance 04/25	\$3,250.00
Kutak Rock, LLP	100214	3565047	Legal Services 03/25	\$2,487.00
Lindsay Bruce Holt	100215	LH050225	Board of Supervisors Meeting 05/02/25	\$200.00
Rizzetta & Company, Inc.	100211	INV0000098917	District Management Fees 05/25	\$5,081.16
Sunrise Landscape	100216	14 35709	Landscape Maintenance 05/25	\$6,991.65
Sunrise Landscape	100217	14 37520	Pine Trees straightening 05/25	\$174.00
The Observer Group, Inc.	100218	25-00751M	Legal Advertising 05/25	<u>\$72.19</u>
<b>Total Report</b>				<b><u>\$18,856.00</u></b>

# Arbitrage Rebate Counselors, LLC

*Arbitrage Rebate Compliance for Issuers of Tax-Exempt Bonds*

May 6, 2025

Board of Supervisors  
DW Bayview Community Development District  
c/o Ms. Shandra Torres, District Compliance Associate  
Rizzetta & Company  
3434 Colwell Ave., Suite 200  
Tampa, FL 33614

Re: DW Bayview Community Development District  
(Manatee County, Florida)  
\$8,070,000 Special Assessment Bonds, Series 2021 (2021 Project)  
Annual Arbitrage Report for the period March 10, 2024 to March 10, 2025

## INVOICE

Preparation of Annual Arbitrage Report for  
DW Bayview Community Development District,  
\$8,070,000 Special Assessment Bonds, Series 2021.....\$400.00

**RECEIVED**  
05/07/25

32 Whitemarsh Road, Ardmore, PA 19003 Tel. 610-764-7998 Email: [jcrogers279@gmail.com](mailto:jcrogers279@gmail.com)

**DW BAYVIEW CDD**

Meeting Date: May 2, 2025

**SUPERVISOR PAY REQUEST**

Name of Board Supervisor	Check if present	Check if paid
Brady Lefere		NO
Ray Aponte		NO
Kat Diggs		NO
<del>Connor Gallagher</del> Lindsay Holt	X	yes NO
Darryl Steiner	X	YES

LH 050225

DS 050225

(\*) Does not get paid

NOTE: Supervisors are only paid if checked present.

**RECEIVED**  
05/06/25**EXTENDED MEETING TIMECARD**

Meeting Start Time:	10:01
Meeting End Time:	11:24
Total Meeting Time:	1:23 hrs

Time Over \_\_\_\_ ( 3 ) Hours:

Total at \$175 per Hour: \$0.00

**ADDITIONAL OR CONTINUED MEETING TIMECARD**

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	\$0.00

Business Mileage Round Trip	
IRS Rate per Mile	\$0.700
Mileage to Charge	\$0.00

DM Signature: 

Eco-Logic Services LLC

PO Box 18204  
Sarasota, FL 34276

Invoice

Date	Invoice #
4/30/2025	5159

Bill To

DW Bayview CDD  
c/o Rizzetta & Company  
9428 Camden Field Parkway  
Riverview, Florida 33578

Del Webb Bayview

Description		Amount
Lake maintenance for April 2025		3,250.00
<div>RECEIVED 04/30/25</div>		Total
		\$3,250.00

**KUTAK ROCK LLP****TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

May 5, 2025

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Reference: Invoice No. 3565047

Client Matter No. 32823-1

Notification Email: eftgroup@kutakrock.com

DW BayView CDD

Rizzetta &amp; Company

Unit 200

3434 Colwell Avenue

Tampa, FL 33614

Invoice No. 3565047

32823-1

Re: General Counsel

## For Professional Legal Services Rendered

03/03/25	P. Avrett	0.40	64.00	Coordinate response to auditor letter
03/03/25	R. Dugan	1.00	305.00	Review agenda items; review meeting minutes; conference and correspondence regarding stormwater pond policy
03/03/25	J. Earlywine	0.20	72.00	Email regarding conservation easement
03/03/25	K. Ibarra	0.20	44.00	Research district historical items
03/03/25	K. John	1.70	476.00	Prepare for board meeting; work session with Dugan regarding upcoming meeting; prepare correspondence to DeLuna
03/03/25	A. Willson	0.20	66.00	Work session with Dugan regarding district items
03/05/25	R. Dugan	0.20	61.00	Conference and correspondence with District Manager regarding quorum and meeting schedule
03/06/25	K. John	0.70	196.00	Review status of board supervisor election schedule and appointments; work session with Dugan; review outstanding project completion items

**KUTAK ROCK LLP**

DW BayView CDD

May 5, 2025

Client Matter No. 32823-1

Invoice No. 3565047

Page 2

03/07/25	R. Dugan	2.20	671.00	Conference with Steiner and District Management regarding board turnover process; correspondence regarding property ownership; correspondence regarding stormwater system as-builts
03/07/25	A. Willson	0.20	66.00	Confer with Lefere regarding property conveyances
03/09/25	L. Whelan	0.50	192.50	Monitor legislative process relating to matters impacting special districts
03/12/25	R. Dugan	0.20	61.00	Conference with District Manager regarding proposal to switch banks
03/18/25	J. Gillis	0.10	22.00	Review Capitol Conversations distribution list and update same
03/24/25	R. Dugan	0.30	91.50	Conference with District Manager regarding proposal to switch bank accounts
03/24/25	A. Willson	0.30	99.00	Confer with Huber and DeLuna regarding district banking options and upcoming meeting

TOTAL HOURS 8.40

TOTAL FOR SERVICES RENDERED

\$2,487.00

TOTAL CURRENT AMOUNT DUE

**RECEIVED**  
05/06/25\$2,487.00



**Rizzetta & Company, Inc.**  
3434 Colwell Avenue  
Suite 200  
Tampa FL 33614

# Invoice

Date	Invoice #
5/2/2025	INV0000098917

**Bill To:**

DW BayView CDD  
2662 S. Falkenburg Road  
Riverview FL 33578

RECEIVED  
04/29/25

Services for the month of	Terms	Client Number
May	Upon Receipt	00567

[illegible]



5100 W Kennedy Blvd  
Ste 325  
Tampa, FL 33609

**Bill To**

DW Bayview CDD  
3434 Colwell Ave. Suite 200  
Tampa, FL 33614

Invoice 14 35709

PO#	Date
	05/01/2025
Sales Rep	Terms
Jorge Cardenas	Net 30

**Property Address**

DW Bayview CDD  
8816 Sky Sail Cove  
Parrish, FL 34221

Item	Qty / UOM	Rate	Ext. Price	Amount
#13788 - Landscape Maintenance Agreement May 2025				\$6,991.65

RECEIVED  
05/10/25

<b>Total</b>	<b>\$6,991.65</b>
Credits/Payments	(\$0.00)
<b>Balance Due</b>	<b>\$6,991.65</b>

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
\$6,991.65	\$0.00	\$0.00	\$0.00	\$0.00



5100 W Kennedy Blvd  
Ste 325  
Tampa, FL 33609

Invoice 14 37520

PO#	Date
	05/20/2025
Sales Rep	Terms
Jorge Cardenas	Net 30

Bill To
DW Bayview CDD 3434 Colwell Ave. Suite 200 Tampa, FL 33614

Property Address
DW Bayview CDD 8816 Sky Sail Cove Parrish, FL 34221

Item	Qty / UOM	Rate	Ext. Price	Amount
------	-----------	------	------------	--------

#22774 - 22774 - Backshore lane CDD trees.

**Objective:**

CDD Pine Trees straightening behind homes on preserve areas.

**Process:**

Straighten 4 pine trees in the preserve area behind.

- 8633 Backshore Lane  
8637 Backshore Lane

**Expected Outcome:**

straightening, the trees in the Preserve area.



RECEIVED  
05/22/25

Total	\$174.00
Credits/Payments	<u>(\$0.00)</u>
Balance Due	\$174.00

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
\$7,165.65	\$0.00	\$0.00	\$0.00	\$0.00

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-906-9386 x322

## INVOICE

Legal Advertising

Invoice # 25-00751M

Date 05/16/2025

**Attn:**  
DW Bayview CDD - Rizzetta  
3434 COLWELL AVENUE SUITE 200  
TAMPA FL 33614

Please make checks payable to:  
(Please note Invoice # on check)  
Business Observer  
1970 Main Street  
3rd Floor  
Sarasota, FL 34236

### Description

### Amount

Serial # 25-00751M

\$72.19

### Notice of Special Meeting

**RE:** Meeting on August 8, 2025 at 10:00am; DW Bayview CDD

**Published:** 5/16/2025

**RECEIVED**  
05/22/2025

### Important Message

Please include our Serial #  
on your check

Pay by credit card online:  
[https://legals.  
businessobserverfl.  
com/send-payment/](https://legals.businessobserverfl.com/send-payment/)

Paid

()

**Total**

**\$72.19**

Payment is expected within 30 days of the  
first publication date of your notice.

**Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.**

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# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-906-9386 x322

## INVOICE

### Legal Advertising

#### NOTICE OF SPECIAL MEETING OF THE BOARD OF SUPERVISORS OF THE DW Bayview Community Development DISTRICT

NOTICE IS HEREBY GIVEN that the DW Bayview Community Development District (the "District") will hold a special meeting (the "Meeting") of its Board of Supervisors (the "Board") on August 8, 2025, at 10:00 a.m. at Driftwood Clubhouse, 8810 Barrier Coast Trail, Parrish, Florida 34219.

A copy of the agenda for the Meeting may be obtained by contacting the District Manager, Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, via telephone at (813) 533-2950 or via email at [sdeluna@rizzetta.com](mailto:sdeluna@rizzetta.com) (the "District Manager's Office") during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting.

There may be occasions when one or more Supervisors will participate by telephone. Any person requiring special accommodations in order to access and participate in the Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of 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 such appeal is to be based.

Stephanie DeLuna  
District Manager

DW Bayview Community Development district  
May 16, 2025

25-00751M

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# DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT

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District Office · Riverview, Florida · (813) 533-2950

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

[www.dwbayviewcdd.org](http://www.dwbayviewcdd.org)

## **Operation and Maintenance Expenditures June 2025 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2025 through June 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$18,567.00**

---

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# DW Bayview Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2025 Through June 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Darryl Dey Steiner	20250624-1	DS060625	Board of Supervisors Meeting 06/06/25	\$200.00
Eco-Logic Services, LLC	100220	5279	Aquatic Maintenance 05/25	\$3,950.00
Kutak Rock, LLP	100221	3569876	Legal Services 04/25	\$2,072.00
Lindsay Bruce Holt	100222	LH060625	Board of Supervisors Meeting 06/06/25	\$200.00
Rizzetta & Company, Inc.	100219	INV0000099694	District Management Fees 06/25	\$5,081.16
Sunrise Landscape	100223	14 38087	Landscape Maintenance 06/25	\$6,991.65
The Observer Group, Inc.	100224	25-00899M	Legal Advertising 06/25	<u>\$72.19</u>
<b>Total Report</b>				<b><u>\$18,567.00</u></b>



**DW BAYVIEW CDD**Meeting Date: June 6, 2025**SUPERVISOR PAY REQUEST**

Name of Board Supervisor	Check if present	Check if paid
Brady Lefere	x	*
Ray Aponte		*
Kat Diggs	x	*
Lindsay Holt	x	<del>*</del>
Darryl Steiner	x	<del>*</del>

(\*) Does not get paid

NOTE: Supervisors are only paid if checked present.

**RECEIVED**  
06/09/25**EXTENDED MEETING TIMECARD**

Meeting Start Time:	10:00 am
Meeting End Time:	12:07 pm
Total Meeting Time:	2:07

Time Over \_\_\_\_\_ ( 3 ) Hours:

Total at \$175 per Hour: \$0.00

**ADDITIONAL OR CONTINUED MEETING TIMECARD**

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	\$0.00

Business Mileage Round Trip	
IRS Rate per Mile	\$0.700
Mileage to Charge	\$0.00

DM Signature: \_\_\_\_\_

PO Box 18204  
Sarasota, FL 34276

Date	Invoice #
5/29/2025	5279

DW Bayview CDD  
c/o Rizzetta & Company  
9428 Camden Field Parkway  
Riverview, Florida 33578

[illegible]

Pete@Eco-Logic-Services.com

**KUTAK ROCK LLP****TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

May 31, 2025

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Reference: Invoice No. 3569876

Client Matter No. 32823-1

Notification Email: eftgroup@kutakrock.com

DW BayView CDD  
Rizzetta & Company  
Unit 200  
3434 Colwell Avenue  
Tampa, FL 33614

Invoice No. 3569876  
32823-1

Re: General Counsel

## For Professional Legal Services Rendered

04/01/25	A. Willson	0.10	33.00	Review correspondence to district; confer with DeLuna regarding same
04/02/25	R. Dugan	1.00	305.00	Review FY 2024 audited financial statements; correspondence regarding same; review agenda package and prepare for board meeting
04/02/25	K. John	0.40	112.00	Review draft agenda
04/06/25	J. Johnson	0.50	192.50	Monitor legislative process relating to matters impacting special districts
04/07/25	K. John	1.30	364.00	Prepare board meeting materials; confer with Gargaro
04/11/25	R. Dugan	1.50	457.50	Attend board meeting; work session with John regarding meeting follow up
04/11/25	K. John	0.60	168.00	Follow up from board meeting
04/11/25	D. Wilbourn	0.60	132.00	Prepare resolution regarding stormwater ponds; prepare board member resignation letter

**KUTAK ROCK LLP**

DW BayView CDD

May 31, 2025

Client Matter No. 32823-1

Invoice No. 3569876

Page 2

04/14/25	K. John	0.50	140.00	Continue meeting follow up items (resignation letter; revised stormwater resolution); confer with DeLuna
04/22/25	K. John	0.40	112.00	Review draft agenda and confer with DeLuna
04/25/25	K. John	0.20	56.00	Review agenda package
TOTAL HOURS		7.10		

TOTAL FOR SERVICES RENDERED

\$2,072.00

TOTAL CURRENT AMOUNT DUE

**RECEIVED**  
06/02/25\$2,072.00

Rizzetta & Company, Inc.  
3434 Colwell Avenue  
Suite 200  
Tampa FL 33614

Invoice

Date	Invoice #
6/2/2025	INV0000099694

Bill To:

DW BayView CDD  
2662 S. Falkenburg Road  
Riverview FL 33578



Services for the month of	Terms	Client Number
June	Upon Receipt	00567

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,743.33	\$1,743.33
Administrative Services	1.00	\$440.50	\$440.50
Dissemination Services	1.00	\$500.00	\$500.00
Financial & Revenue Collections	1.00	\$347.75	\$347.75
Management Services	1.00	\$1,949.58	\$1,949.58
Website Compliance & Management	1.00	\$100.00	\$100.00
		Subtotal	\$5,081.16
		Total	\$5,081.16



5100 W Kennedy Blvd  
Ste 325  
Tampa, FL 33609

**Bill To**

DW Bayview CDD  
3434 Colwell Ave. Suite 200  
Tampa, FL 33614

Invoice 14 38087

PO#	Date
	06/04/2025
Sales Rep	Terms
Jorge Cardenas	Net 30

**Property Address**

DW Bayview CDD  
8816 Sky Sail Cove  
Parrish, FL 34221

Item	Qty / UOM	Rate	Ext. Price	Amount
#13788 - Landscape Maintenance Agreement June 2025				\$6,991.65

**RECEIVED**  
06/05/2025

**Total** \$6,991.65  
**Credits/Payments** (\$0.00)  
**Balance Due** \$6,991.65

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
\$6,991.65	\$0.00	\$0.00	\$0.00	\$0.00

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-906-9386 x322

## INVOICE

Legal Advertising

Invoice # 25-00899M

Date 06/13/2025

**Attn:**  
DW Bayview CDD - Rizzetta  
3434 COLWELL AVENUE SUITE 200  
TAMPA FL 33614

Please make checks payable to:  
(Please note Invoice # on check)  
Business Observer  
1970 Main Street  
3rd Floor  
Sarasota, FL 34236

### Description

### Amount

Serial # 25-00899M

\$72.19

### Notice of Budget Workshop

**RE:** Meeting on July 11, 2025 at 10:00am; DW Bayview CDD

**Published:** 6/13/2025

**RECEIVED**  
06/12/25

### Important Message

Please include our Serial #  
on your check

Pay by credit card online:  
[https://legals.  
businessobserverfl.  
com/send-payment/](https://legals.businessobserverfl.com/send-payment/)

Paid

()

**Total**

**\$72.19**

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## INVOICE

### Legal Advertising

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#### NOTICE OF BUDGET WORKSHOP DW Bayview Community Development District

NOTICE IS HEREBY GIVEN that the DW Bayview Community Development District (the "District") will hold a Budget Workshop of its Board of Supervisors (the "Board") on July 11, 2025, at 10:00 a.m. at Driftwood Clubhouse, 8810 Barrier Coast Trail, Parrish, Florida 34219.

A copy of the agenda for the Meeting may be obtained by contacting the District Manager, Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, via telephone at (813) 533-2950 or via email at [sdeluna@rizzetta.com](mailto:sdeluna@rizzetta.com) (the "District Manager's Office") during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting.

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Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of 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 such appeal is to be based.

Stephanie DeLuna  
District Manager  
DW Bayview Community Development district  
June 13, 2025

25-00899M

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Serial Number  
25-00899M

# Business Observer

Published Weekly  
Manatee, Manatee County, Florida

COUNTY OF MANATEE

STATE OF FLORIDA

Before the undersigned authority personally appeared Holly Botkin who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Manatee, Manatee County, Florida; that the attached copy of advertisement,

being a Notice of Budget Workshop

in the matter of Meeting on July 11, 2025 at 10:00am; DW Bayview CDD

in the Court, was published in said newspaper by print in the

issues of 6/13/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

\*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Holly Botkin

Sworn to and subscribed, and personally appeared by physical presence before me,

13th day of June, 2025 A.D.

by Holly Botkin who is personally known to me.

Notary Public, State of Florida  
(SEAL)

FILE COPY

JUN 16 2025

BY: .....

## NOTICE OF BUDGET WORKSHOP DW Bayview Community Development District

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Stephanie DeLuna  
District Manager  
DW Bayview Community Development district  
June 13, 2025

25-00899M

DW Bayview CDD - Rizzetta  
3434 Colwell Avenue Suite 200  
Tampa, FL 33614

Serial Number  
25-00899M

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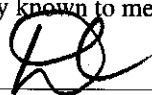
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Holly Botkin

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13th day of June, 2025 A.D.

by Holly Botkin who is personally known to me.



Notary Public, State of Florida  
(SEAL)



Donna Condon  
Comm.: HH 534210  
Expires: Jun. 29, 2028  
Notary Public - State of Florida

RECEIVED  
JUN 16 2025

BY: .....

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District Manager  
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June 13, 2025

25-00899M