



Rizzetta & Company

DW BAYVIEW

Community Development District

**Board of Supervisors'
Regular Meeting**

September 12, 2025

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

www.dwbayviewcdd.org

DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT

District Board of Supervisors	Brady Lefere Darryl Steiner Kat Diggs Ray Aponte Lindsay Holt	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Stephanie DeLuna	Rizzetta & Company, Inc.
District Attorney	Alyssa Willson	Kutak Rock
Interim District Engineer	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

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

September 12, 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, September 12, 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
 1. Consideration of 2024-2025 Goals and Objectives.....Tab 1
- 4. BUSINESS ITEMS**
 - A. Consideration of Aquatic Proposals.....Tab 2
 - B. Consideration of Pond Signs Proposal.....Tab 3
 - C. Consideration of Stantec Drainage Review Proposal.....Tab 4
- 5. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors Meeting
Held on August 8, 2025.....Tab 5
 - B. Consideration of the Minutes of the Workshop Held July 18, 2025.....Tab 6
 - C. Consideration of the Operations & Maintenance Expenditures
for July 2025.....Tab 7
- 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

DW Bayview Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. Financial Transparency

Goal 1.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 1.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit and current fiscal year budget with any amendments.

Measurement: Annual audit and previous years' budgets are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package.

Achieved: Yes ☐ No ☐

Goal 1.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

2: District Assets

Goal 2.1: District Assets

Objective: District Assets – Safeguard the District's assets and ensure they are maintained and are in good condition.

Measurement: All assets have monthly and yearly maintenance contracts to protect and maintain all assets. Along with the board, soliciting additional bids and resources surrounding continuing treatment and enhancements for the property.

Standard: The board has managed and maintained the assets of the community by retaining quotes for aquatics vendors and budgeting accordingly for wetlands and aquatics treatment. The board has continued to make adjustments of the community and research areas of concerns with the stormwater management system in the community.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

_____ District

District Manager: _____

Date: _____

Print Name: _____

_____ District

Tab 2



Waterway, Fountain, and Wetlands
Management Proposals

For

Del Webb®

BAYVIEW

www.AdvancedAquatic.com
lakes@advancedaquatic.com

292 S. Military Trail – Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa

1-800-491-9621



July 8, 2025

Del Webb Bayview
c/o Rizzetta & Company, Inc
Ms. Stephanie DeLuna, District Manager
2700 S. Falkenburg Road, Suite 2745
Riverview, FL 33578

Dear Stephanie,

Thank you for the opportunity to submit our proposal for the management of your Stormwater ponds at Del Webb Bayview.

Advanced Aquatic is a Florida based company and has been in the waterway management business for over 34 years. We care for many of the finest golf courses, commercial properties and residential communities in Florida. Most of our Business has come to us by referrals from satisfied customers. When you decide to choose Advanced Aquatic as your service provider, you will be hiring a science based, customer first company that is serious about caring for your ponds.

We are on the cutting edge in our approach to weed control, water quality and littoral maintenance. Advanced Aquatic also offers consulting services to help design and create living shorelines of plants native to Florida. Our entire team at Advanced Aquatic will work diligently to earn your trust and transform your ponds into beautiful assets of which you will be proud. We look forward to working with you.

Sincerely,

Jason Jaszczak

Jason Jaszczak,

Environmental Consultant

www.AdvancedAquatic.com
lakes@advancedaquatic.com

292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
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Our Philosophy Regarding Management of Natural Resources & Customer Relationship

The vision and management philosophy of Advanced Aquatic Services, Inc. (AAS) is based on **Responsible Environmental Stewardship**. Our sustainability goal is to use alternative methods of control whenever possible to reduce overall herbicide use in lakes and ponds and provide a balanced ecosystem for our customers.

Advanced Aquatic Services offers environmentally sound management plans to provide solutions for healthy and aesthetically pleasing waterways. AAS is a Future Forward Organization continually seeking contemporary innovations and strategies to enhance a sustainable future that leads to environmental, social, and economic improvements in the communities where we work.

Our science-based strategy to target the source of problematic lake & pond issues is outlined in our innovative environmental management plans—

- Perform strategic water quality analysis on site by AAS Biologists to identify and diagnose any underlying ecological concerns.
- Recommendation of bottom diffused aeration technology to aide in naturally reducing nutrient levels, thereby reducing algal blooms and the frequency and intensity of herbicide applications, all while improving water quality and enhancing fisheries.
- Utilization of beneficial bacteria and enzymes to naturally improve water quality, water clarity and reduce bottom organic sediment (muck).
- Stocking of sterile triploid grass carp to aide in naturally controlling submersed aquatic weeds, thereby lowering the reliance upon aquatic herbicides.
- Use of sequestering agents (i.e., Alum) to lower nutrient levels with the purpose of reducing the severity and recurrence of algal blooms.
- Lake/Pond Shading applications to diminish sunlight penetrating to a lake & pond bottom region. Helps to reduce overall algae and aquatic weed growth.
- Creation of “Living Shorelines” of native aquatic plants to filter surface run-off of excess nutrients such as Nitrogen and Phosphorus. These valuable native plants will also provide wildlife habitats, aide in shoreline erosion control and enhance environmental aesthetics.

Employing state-of-the-art equipment, technology, and techniques allows AAS to provide proactive and sustainable solutions to the most challenging water quality concerns. **Most importantly, our “Customer First” philosophy to client service and satisfaction is a vital part of the foundation of AAS.**

At AAS, customer first is defined as 1- Always carefully *identifying* and *listening* to the goals and expectations of our customers. 2- *Crafting* everything we do with focus upon customers goals and expectations. 3- *Maximizing* communication with all customers so that we can be as proactive as possible with all recommendations. 4- *Responding* to all customer requests/phone calls/emails within 24 hrs.

Simply summarized, AAS places customers first in all our considerations and we treat all people the way we would like to be treated.

www.AdvancedAquatic.com
lakes@advancedaquatic.com

292 S. Military Trail, Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa

1-800-491-9621



REFERENCES

Bexley CDD - Land O' Lakes	Wesley Elias	813-994-1001
Meadow Pointe IV CDD	Darryl Adams	813-933-5571
Legends Bay CDD	Jim Turner	941-807-5333
New River CDD - Wesley Chapel	Mark Vega	813-295-5455
Riverbend West CDD	Kristee Cole	813-382-7355
Copperstone CDD - Parrish	Stephanie DeLuna	813-933-5571
North River Ranch District	Pete Williams	813-625-4082
Cross Creek CDD - Parrish	Venessa Ripoll	215-567-6100
Laurel Road CDD - Venice	Vivian Carvalho	407-723-5900
Heritage Lake - New Port Richey	Ray Geroux	727-376-0021
Villa Rosa - Tampa	Jeff Witt	813-936-4132
Lansbrook Master Assoc.	Ed Anderson	727-943-7076
Feather Sound Country Club	Mike Strube	727-433-4552
Carillon Park - Clearwater	Al Wegner	813-415-4423
Brighton Bay - St. Petersburg	Doug Higley	727-866-3115
Placido Bayou - St. Petersburg	Fran Stifel	727-525-1147

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WATERWAY CHART

For Del Webb Bayview

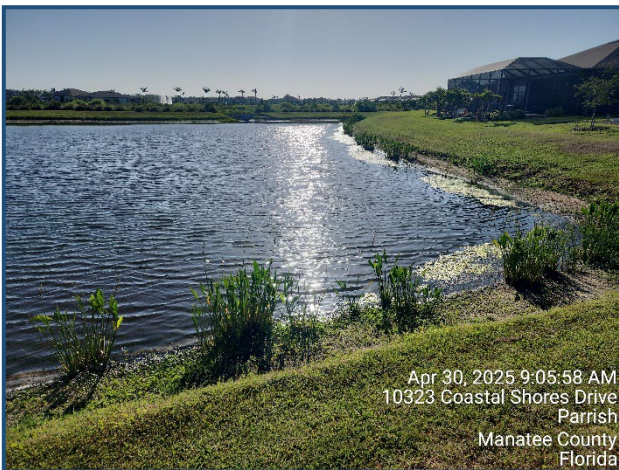
Survey date: May 2025

Ponds	Perimeter	Acreage
1A	895	0.6
1B	1,835	2.38
F3	738	0.34
F4	839	0.6
F5	643	0.46
4A	1,156	1.25
3	1,642	2.37
2	1,019	0.92
F2	944	0.77
F1	1,063	0.84
26	1,162	1.53
27	1,296	1.98
6	1,755	3.9
28A	5,035	14.5
28B	1,357	2.68
29	1,704	4
32	1,224	1.68
33	1,447	2.38
31	1,527	2.72
30	2,611	5.49
34	1,137	1.63
35	1,276	2
36	1,473	2.41
37	837	0.6
15	1,816	4
13	1,219	1.46
12	1,121	1.65
7	3,158	5
11	1,055	1.16
14	2,236	2.78
Sump U	2,052	1.12
10	815	0.66
9	1,358	2.24
8	1,407	2.78
5	752	0.66
39	356	0.12
26B	546	0.12
38	660	0.46
Total	53,166	82.24

Wetlands	Acreage
L	2.6
H	6
GG	3.91
DD	2.1
AA	2.45
W	3.21
D3	1.17
D4	3
D5	0.96
D	2.1
O	1.89
D6	2
E	3.51
H	2.34
K	2.92
FF	6.11
S	0.97
Q	1.53
O1	0.85
O2	0.62
T	2.9
U1	0.96
U	2.94
Y	1.22
X	6.73
EE	2.4
LL	0.17
CC	4.45
D6	12.4
ZZ/KK/MM	15
V	4
Total	103.41



Del Webb Bayview



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Proposal Date: 6/25/2025

FOUNTAIN MAINTENANCE AGREEMENT

Del Webb Bayview
c/o Rizzetta & Company, Inc
2700 S, Falkenburg Road, Suite 2745
Riverview, FL 33544

Quarterly Fountain Maintenance on nine (9) floating fountains to consist of the following:

1. Check control panel components and amperage draw of pump and motors, including timers on fountains.
2. Clean junction intake screens.
3. Clean and adjust water feature jets.
4. Clean and check lights.
5. Replace any bulbs as needed. ** (Customer pays for bulbs)
6. Check for power surges and reset G.F.C.I. breakers.
7. Visually check all accessible piping for damage or leaks.
8. Quarterly Fountain Quality Assurance Reports with Pictures

** Lights will be changed at time of service only. If light changes are required more frequently, standard labor rates apply.

No parts or special repairs are included in our maintenance agreement. By charging for maintaining, AAS, Inc. does not assume responsibility for parts failure and repair costs. Any parts or repair costs, including replacement of light bulbs or gaskets will be invoiced separately.

This contract will automatically renew every year on the anniversary date for a one-year term, with a four percent (4%) escalation in the annual contract price each year, rounded to the nearest dollar, unless written notice is received by AAS, Inc. through certified mail canceling the service sixty (60) days prior to the anniversary date.

Quarterly Fountain Maintenance

\$1,752.00 Quarterly Investment
Billed monthly at \$584.00/month

For: Advanced Aquatic Services, Inc.

Authorized Customer's Signature Title

Date: _____

Print Name: _____ Date: _____

Contract Start Date: _____

www.AdvancedAquatic.com
lakes@advancedaquatic.com

292 S. Military Trail, Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa

1-800-491-9621



Proposal Date: 7/18/2025

ENVIRONMENTAL SERVICES AGREEMENT

This agreement made the date set forth below, by and between Advanced Aquatic Services, Inc., a Florida Corporation, hereinafter called "AAS, Inc.", and

Del Webb Bayview
c/o Rizzetta & Company, Inc
2700 S. Falkenburg Road, Suite 2745
Riverview, FL 33578

hereinafter called "CUSTOMER". The parties hereto agree as follows:

1) AAS, Inc. agrees to manage thirty (30) wetland buffer areas (outside perimeter, 30' inward) with an approximate total perimeter of 49,000 linear feet, located at the Del Webb Bayview in Parrish, Florida.

2) Wetland buffer areas will be inspected monthly with treatments according to the Florida Invasive Species Council list of Category 1 invasive plant species by our full wetland mitigation crew.

3) CUSTOMER agrees to pay AAS, Inc., its agents or assigns, the following sum for specified environmental services:

Wetlands:

Wetland Conservation Area Buffer Maintenance	\$2,880.00
Wetland Mitigation Area Maintenance	Included
Quarterly Wetland Q&A Report	Included

Payments shall be payable in equal and consecutive monthly installments of \$2,880.00.

Accepted payment methods are by check mailed to our Deerfield Beach office, Automated Clearing House (ACH), or by credit card (a 5% convenience fee will be added to credit card payments).

This agreement shall have as its effective date the first day of the month in which services are first rendered to the CUSTOMER under this agreement. The length of this contract is valid for one year from that date. This contract will automatically renew every year on the anniversary date for a one-year term, with a four percent (4%) escalation in the annual contract price each year, rounded to the nearest dollar, unless written notice is received by AAS, INC. through certified mail canceling the service sixty (60) days prior to the anniversary date. Service will begin within ten (10) days of receipt of the signed contract. Payment is required net thirty (30) days from invoice date. This agreement is void if not signed within forty-five (45) days.

4) This agreement is subject to the terms and conditions contained on pages 1-3 of this agreement.

5) If CUSTOMER requires AAS to enroll in any special third-party compliance programs invoicing or payment plans that charge AAS, those charges will be invoiced back to CUSTOMER.

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1-800-491-9621



Proposal Date: 7/18/2025

(Del Webb Bayview, 2 of 3)

6) It is the CUSTOMER'S responsibility to inform AAS, INC. of any and all work areas that are required mitigation area(s). AAS, INC. assumes no responsibility for damage to mitigation area(s) where the CUSTOMER has failed to inform AAS, INC. of said area(s).

7) Under shoreline grass control program AAS, Inc. will treat border grasses and brush. Certain plants such as grasses and cattails leave visible structure which may take several seasons to decompose. AAS, INC. is not responsible for such removal.

8) CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he had control of these areas to the extent that he may authorize the specified services and agrees to hold AAS, INC. harmless for the consequences of such services not arising out of AAS, INC.'s negligence.

9) Neither party shall be responsible in damages, penalties or otherwise for any failure to delay in the performance of any of its obligation hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulation, curtailment or failure to obtain sufficient material or other cause (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.

10) Sixty (60) day cancellation is allowed under this Agreement if CUSTOMER feels AAS, INC. is not performing up to its contractual obligations. CUSTOMER must notify AAS, INC. by US mail, of said cancellation. All monies must be paid to AAS, INC. that are owed through the last month of service.

11) AAS, INC. agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the negligence of AAS, INC., however, AAS, INC. shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.

12) Should it become necessary of AAS, INC. to bring action for collection of monies due and owing under the Agreement. CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by AAS, INC. resulting from such collection action. Palm Beach County shall be the venue for any dispute arising under this agreement.

13) CUSTOMER agrees to pay invoice promptly. If delinquent more than sixty (60) days AAS, INC. may cancel agreement.

14) AAS, INC. reserves the right, under special circumstances, to initiate surcharges relating to extraordinary increases of water treatment products and/or fuel.

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lakes@advancedaquatic.com

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Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa

1-800-491-9621



Proposal Date: 7/18/2025

(Del Webb Bayview, 3 of 3)

15) This constitutes the entire Agreement of the parties; no oral or written changes may be made to this agreement unless authorized in writing by both parties.

For: Advanced Aquatic Services, Inc.

Date: _____

Authorized Customer's Signature Title

Print Name: _____ Date: _____

Contract Start Date: _____

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lakes@advancedaquatic.com

292 S. Military Trail, Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa

1-800-491-9621



Proposal Date: 6/25/2025

ENVIRONMENTAL SERVICES AGREEMENT

This agreement made the date set forth below, by and between Advanced Aquatic Services, Inc., a Florida Corporation, hereinafter called "AAS, Inc.", and

Del Webb Bayview
c/o Rizzetta & Company, Inc.
2700 S. Falkenburg Road, Suite 2745
Riverview, FL 33578

hereinafter called "CUSTOMER". The parties hereto agree as follows:

- 1) AAS, Inc. agrees to manage thirty-eight (38) ponds with a total shoreline of approximately 53,166 linear feet located at Del Webb Bayview in Parrish, Florida.
- 2) A minimum of 36 inspections with treatment as required (3 visits per month).
- 3) CUSTOMER agrees to pay AAS, Inc., its agents or assigns, the following sum for specified environmental services:

Pond:

Aquatic Weed and Algae Control	\$4,204.00
Shoreline Weed Control	Included
Treatment Reports	Included
Monthly Quality Assurance Reports with Pictures	Included
Monthly CDD Meeting Attendance	Included
Perimeter Debris Removal	Included
Lake Dye as Needed	Included
Total Monthly Investment	\$4,204.00

Payments to be made in equal and consecutive monthly installments of \$4,204.00.

Accepted payment methods are by check mailed to our Deerfield Beach office, Automated Clearing House (ACH), or by credit card (a 5% convenience fee will be added to credit card payments).

This agreement shall have as its effective date the first day of the month in which services are first rendered to the CUSTOMER under this agreement. The length of this contract is valid for one year from that date. This contract will automatically renew every year on the anniversary date for a one-year term, with a four percent (4%) escalation in the annual contract price each year, rounded to the nearest dollar, unless written notice is received by AAS, INC. through certified mail canceling the service sixty (60) days prior to the anniversary date. Service will begin within ten (10) days of receipt of the signed contract. Payment is required net thirty (30) days from invoice date. This agreement is void if not signed within forty-five (45) days.

- 4) This agreement is subject to the terms and conditions contained on pages 1-2 of this agreement.
- 5) If CUSTOMER requires AAS to enroll in any special third-party compliance programs invoicing or payment plans that charge AAS, those charges will be invoiced back to CUSTOMER.
- 6) It is the CUSTOMER'S responsibility to inform AAS, INC. of any and all work areas that are required mitigation area(s). AAS, INC. assumes no responsibility for damage to mitigation area(s) where the CUSTOMER has failed to inform AAS, INC. of said area(s).
- 7) Under shoreline grass control program AAS, Inc. will treat border grasses and brush.

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(Del Webb Bayview, 2 of 2)

Proposal Date: 6/25/2025

Certain plants such as grasses and cattails leave visible structure which may take several seasons to decompose. AAS, INC. is not responsible for such removal.

8) CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he had control of these areas to the extent that he may authorize the specified services and agrees to hold AAS, INC. harmless for the consequences of such services not arising out of AAS, INC.'s negligence.

9) Neither party shall be responsible in damages, penalties or otherwise for any failure to delay in the performance of any of its obligation hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulation, curtailment or failure to obtain sufficient material or other cause (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.

10) Sixty (60) day cancellation is allowed under this Agreement if CUSTOMER feels AAS, INC. is not performing up to its contractual obligations. CUSTOMER must notify AAS, INC. by US mail, of said cancellation. All monies must be paid to AAS, INC. that are owed through the last month of service.

11) AAS, INC. agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the negligence of AAS, INC., however, AAS, INC. shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.

12) Should it become necessary of AAS, INC. to bring action for collection of monies due and owing under the Agreement. CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by AAS, INC. resulting from such collection action. Palm Beach County shall be the venue for any dispute arising under this agreement.

13) CUSTOMER agrees to pay invoice promptly. If delinquent more than sixty (60) days AAS, INC. may cancel agreement.

14) AAS, INC. reserves the right, under special circumstances, to initiate surcharges relating to extraordinary increases of water treatment products and/or fuel.

15) This constitutes the entire Agreement of the parties; no oral or written changes may be made to this agreement unless authorized in writing by both parties.

For: Advanced Aquatic Services, Inc.

Authorized Customer's Signature Title

Date: _____

Print Name: _____ Date: _____

Contract Start Date: _____

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lakes@advancedaquatic.com

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Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621

AGREEMENT FOR ENVIRONMENTAL SERVICES



Proposal Date: July 15, 2025

This Agreement is made effective by and between:

“Client”

Name: DW Bayview CDD
Address: c/o Rizzetta & Company
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625
Phone: 813-533-2950
Representative: Ms. Stephanie DeLuna
Email: SDeLuna@rizzetta.com

“Eco-Logic Services”

Name: Eco-Logic Services LLC
Address: PO Box 18204
Sarasota, FL 34276
Phone: (941) 302-1206
Representative: Peter Nabor
Email: Pete@Eco-Logic-Services.com

Project: Del Webb Bayview

Project Location: Manatee County, FL

Fee Type: Unit price per attached Scope of Services

Retainer: No

Scope of Services: Attached

Special Conditions:

- This document is a proprietary product produced by Eco-Logic Services and represents a considerable investment of resources with no compensation. Any reproduction, transmittal, or reuse of this document, or any portion thereof, by any third party without the express written consent of Eco-Logic Services is prohibited under penalty of legal action.
- All rates and fees shall be subject to renegotiation if this Agreement is not signed and returned within thirty days of date above.
- This Agreement with the attached Scope of Services and Terms and Conditions constitute the complete agreement between Eco-Logic Services and Client with respect to the scope of services hereunder.

Eco-Logic Services LLC

By: _____
Print Name: _____
Title: _____
Date: _____

DW Bayview CDD

By: _____
Print Name: _____
Title: _____
Date: _____

DEL WEBB AT BAYVIEW



1.0 Lake Management Services

Eco-Logic Services will perform necessary management services at the 32 stormwater retention ponds, 5 floodplain compensation areas, and 1 sump (all referred to in this proposal as “lakes” which are shaded blue on Figure 1) at the Del Webb at Bayview community. Targets of the treatment efforts include algae (filamentous and planktonic), invasive underwater vegetation (such as hydrilla and naiad), and perimeter growth (grasses and turf-weeds growing out from shore). Undesirable growth will be selectively treated with approved herbicides. The goal of this maintenance is to ensure a “clean” look to these aquatic features on the site, as is reasonable and practical. Barring significant tropical storms, the site will be visited by a technician four times per month. A monthly report will be compiled with a photograph and a brief status of each lake on the site.

Included in the fee for lake treatments are up to 24 individual lake treatments for midges for the site per year. Eco-Logic Services will provide and dispense a midge control product into the target lake. When used according to label instructions, the product is not harmful to the environment, people, or pets. The applications target the midge larvae that develop in the lake (not the adult midges). These treatments can be used as the CDD desires to respond to lakes where midges are reported to be problematic for residents. For large lakes, only a portion of the lake may be treated along the residential shoreline where the complaints are coming from. Additional treatments will be subject to additional fees based on the size of the lake (or portion thereof) requiring treatment.

2.0 Maintenance of the Mitigation Area

Eco-Logic Services will perform necessary management services on the mitigation area (Wetland V – shaded red on Figure 1), as required by the permits for the site. These maintenance events will be conducted on a bi-monthly schedule (six events per year) to maintain compliance with the regulatory requirements with respect to nuisance/exotic species coverage.

3.0 Preserve Maintenance

Eco-Logic Services will perform necessary management services on the preserve areas in the Del Webb at Bayview community. Areas maintained include the areas listed below.

- The preserved jurisdictional wetland buffers (shaded light green on Figure 1).
- Upland Preserve Areas (shaded dark green on Figure 1)
 - The portion of the Upland Conservation Easement in the northwest portion of the site that is the responsibility of the Del Webb community.
 - The additional upland areas in Phase 4 (along the east portion of the community) that contained desirable vegetative communities and therefore were not cleared as a part of the site construction.

Maintenance in the preserve areas will be performed to meet the Manatee County requirements for the site. Maintenance will be conducted on a quarterly basis (4 events per year).

4.0 Maintenance Specifications

The treatment areas detailed above will be aggressively maintained to enhance growth of beneficial native species (where required or desired) and to preclude growth of invasive species which would affect permit compliance or aesthetics of the treatment areas. This effort will also help to ensure that these areas meet or exceed design

specifications and permit requirements (where applicable). Target species include those species listed in the Florida Exotic Pest Plant Council's 2019 Invasive Plant List. Eco-Logic Services will perform maintenance services using selective applications of appropriate herbicides specifically designed and labeled for such use. All herbicide treatments will be supervised by a state-certified aquatic herbicide applicator. The treated vegetation will be left standing in place to naturally decompose. If directed by the Client, manual cutting and/or removal of treated material may be provided and billed based on an estimated additional fee under the Additional Services task or as an addendum to this Agreement.

5.0 Compliance Monitoring

The Southwest Florida Water Management District (SWFWMD) Permit No. 43029267.018 and SAJ-2020-02592 requires that the mitigation area (Wetland V shaded red on Figure 1) be monitored on a semi-annual schedule (two events per year) with an annual summary report submittal until the permit success criteria are achieved. The Manatee County Land Development Code requires semi-annual monitoring for two years (two events per year), followed by annual monitoring until the success criteria are achieved.

6.0 Additional Services

Additional services requested by the Client will be provided and billed as agreed to in writing (including email) under this task. Significant items will be performed under an addendum to this Agreement. Additional Services may include water testing, manual removal of undesirable material, triploid grass carp permitting and stocking, meetings, coordination or negotiation with the regulatory agencies regarding permit compliance, or other services not specifically detailed in this Scope of Services. Eco-Logic Services is pleased to provide these services, and any fees associated with this task will be incurred only at the request of, or with prior authorization of the Client.

7.0 Cost

Compensation for services rendered pursuant to this Agreement will be paid based on the following:

1.0	Lake Management Services.....	\$5,250/month
	Midge Treatments (up to 24 lake treatments per year)	no additional fee
2.0	Mitigation Maintenance.....	6 events per year at \$750/event
3.0	Preserve Maintenance	
	Wetland Buffers.....	4 events per year at \$7,875/event
	Upland Areas	4 events per year at \$2,150/event
5.0	Compliance Monitoring.....	2 semi-annual events per year at \$975/event
6.0	Additional Services.....	to be billed as requested

Invoices will be submitted monthly based on the schedule of services and assumptions provided in this proposal. Additional services will be provided subject to additional compensation, based on verbal or written authorization by the Client. The Client shall pay all invoices within thirty days of receipt. The services specified above will be provided without interruption based upon automatic annual renewals. Eco-Logic Services has the option of increasing the fees up to five percent each calendar year until this Agreement is terminated pursuant to the Terms and Conditions of this Agreement.

8.0 Assumptions of this Proposal

- 8.1 The Client will make provision for Eco-Logic Services to enter the work area as required to perform services under this Agreement.
- 8.2 Upon request or as required to perform the services under this Agreement, the Client will provide all relevant plans and permits.
- 8.3 This proposal was prepared using the best information available to us at the time this Scope was compiled. Additional materials or services will be provided for additional compensation through a written amendment to this Agreement.
- 8.4 This Agreement does not include permit modifications, negotiations with regulatory agencies, or corrective actions for compliance issues.
- 8.5 The monitoring schedules follow standard reporting criteria for the agencies. Any additional information required by an agency will require additional fees. This may include reporting of additional areas, additional reporting criteria (i.e., transect data collection, analysis, and reporting), additional exhibits, or other information beyond what was anticipated in this Agreement.
- 8.6 Native vines (i.e., grapevine), native “weedy plants” (i.e., ragweed and dog fennel), or native upland species will not be targeted in the treatment areas. If control of these plants is desired by the Client or required by an agency, maintenance will be performed for an additional fee via an addendum to this Agreement.
- 8.7 Preserve maintenance is prescribed to maintain compliance with the requirements for invasive species coverage. Habitat management services are not included in this Agreement.
- 8.8 The selective use of copper-based algaecides and standard aquatic herbicides (including glyphosate) will be accepted as an appropriate maintenance methodology within the treatment areas. If these products are restricted, banned or otherwise not allowed to be used on the site, additional fees for alternative products will likely be required.
- 8.9 Cutting and/or removal of dead or undesirable plant material or algae is not included in this Agreement. If any hand removal is desired by the Client, or required by any agency, this service will be provided and billed as additional services as a contract addendum or as a separate Scope of Services.
- 8.10 Although not included in this Agreement, garbage and debris may be picked up by Eco-Logic Services as a courtesy to our Client in conjunction with, and incidental to, our lake management activities. Service requests for trash cleanup will be performed based on an estimated additional fee provided in writing prior to the event.
- 8.11 Invasive underwater weeds (such as hydrilla) in lakes over 2 acres requires treatment with chemicals outside the scope of this Agreement. Treatments of these weeds can be provided upon request based on an estimated additional fee.
- 8.12 Native aquatic plants provide a host of benefits for stormwater ponds including stabilization of the bank to reduce erosion, providing habitat for wildlife, improving water quality, uptake of nutrients, and other factors. Therefore, the natural recruitment of native aquatic vegetation around the lake perimeters will be allowed to exist, unless directed by the Client. If it is later decided by the Client that this vegetation should be removed, manual removal of the material will require additional fees.
- 8.13 Midge treatment in large lakes will be performed around the portion of the lake receiving complaints, not the entire lake perimeter.
- 8.14 There are many factors that may hinder the effectiveness of the midge treatment, including but not limited to the dilution caused by rainfall or lake supplementation via wells, organic matter in the water, pH balance, and other water quality parameters. Because of factors outside of our control, we cannot warrant the level of control achieved. Eco-Logic Services is not responsible for reduced results, or for retreatment of the lake(s) if desired by the Client for any reason. If additional treatment(s) are required or requested by the Client, upon authorization, they will be performed at the same per event fee.
- 8.15 Eco-Logic Services is not responsible for cutting, treating, or removing grasses or other vegetation growing on the banks above the existing waterline, even when water levels decline. It is assumed the lawn maintenance contractor will control the growth in this transition area.
- 8.16 Client will provide access to each pond and a map showing designated access points for launching a boat (when necessary) and access to and around the entirety of each pond with a utility vehicle. Reduced access may result in reduced service or additional fees.

- 8.17 No maintenance or repair of fountains or aerators is included in this proposal.
- 8.18 Algae control in shallow swales and sumps cannot be guaranteed. Eco-Logic Services will control algae in our regular visits but will require additional fees to return to the site to treat algae in these areas.
- 8.19 Fish kills in stormwater ponds occur for a variety of reasons. The primary cause is a phenomenon called lake turnover, but they can also be triggered by fertilizer or pesticide applications to adjacent upland areas. For this reason, Eco-Logic Services is not responsible for cleanup of dead fish. If this service is requested, Eco-Logic Services will collect and dispose of the fish on based on an estimated additional fee.
- 8.20 The fees in this Agreement do not include any sales, value added, or other taxes that may be required by the government. Any such taxes will be added to invoices as required.
- 8.21 All work products under this Agreement may be used in marketing, advertising, resume, and other similar business development materials. Use of such materials shall be in accordance with industry standards and normal business practices.
- 8.22 This proposal is offered as a package and if only a portion of the proposal is selected, Eco-Logic Services reserves the right to adjust the fees for the tasks selected.

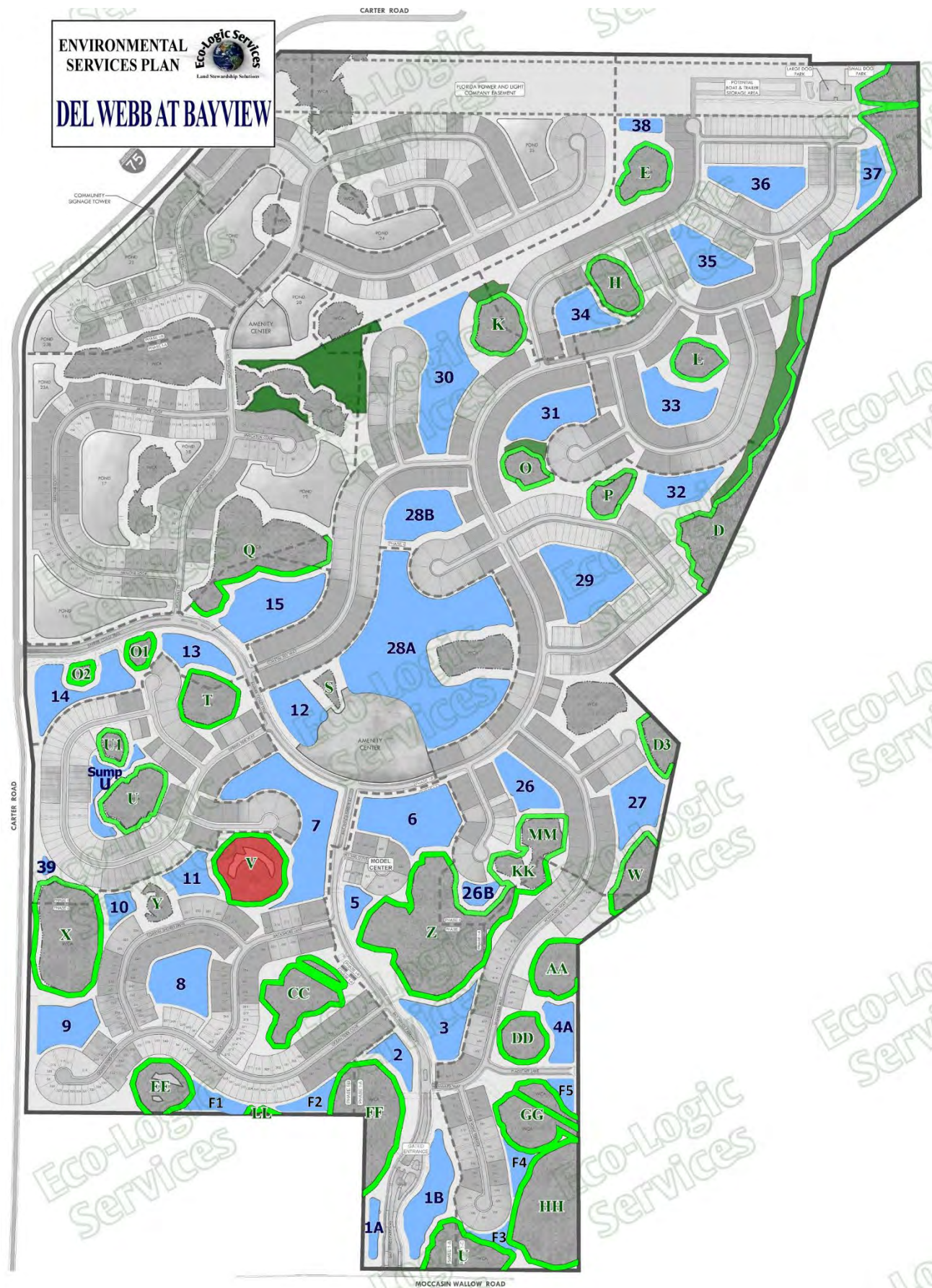


Figure 1. Site map for the Del Webb at Bayview community showing locations of the proposed treatment areas.

TERMS AND CONDITIONS

DESCRIPTION OF SERVICES: Eco-Logic Services will provide the services described in the Scope of Services included in this Agreement to the Client for the stated fee in accordance with these terms and conditions:

PAYMENT: Client agrees to pay Eco-Logic Services according to the Fee Schedule provided in the attached Scope of Services. Invoices shall be submitted monthly for the work performed in the previous month. If any invoice is not paid within 30 days, interest will be added to and payable on all overdue amounts at 1.5% per month (18% per year) or the maximum legal rate of interest allowable. Client shall pay all costs of collection, including without limitation, reasonable attorney fees. If Client disputes any portion of an invoice, the Client must notify Eco-Logic Services in writing of the disputed item within 10 days of the date of the invoice. If any invoice is not paid in full within 60 days of the invoice date, Eco-Logic Services may immediately suspend all or any portion of the services until payment is received in full and Eco-Logic Services has the option to treat such failure to pay as a material breach of this Agreement and/or seek legal remedies.

LIMITATION OF LIABILITY: Neither party will be liable for breach-of-contract damages suffered by the other that are remote or speculative, or that could not reasonably have been foreseen on entry into this agreement. Eco-Logic Services' liability for any breach-of-contract claims under this agreement will not exceed the Compensation received from the Client under this agreement over a six-month period immediately preceding the claim. No claim may be brought against Eco-Logic Services in contract or tort more than one year after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Eco-Logic Services and not against any employees, shareholders, officers or directors of Eco-Logic Services.

TERM: This Agreement will terminate automatically upon completion of the Scope of Services by Eco-Logic Scope of Services. For ongoing services tasks, the portion of the Agreement directly related to that task will continue in effect until terminated by either party upon 30 days written notice to the other party. In the event of any termination, Eco-Logic Services shall be paid for all services rendered and reimbursables incurred through the date of notice of termination plus this 30-day period.

FORCE MAJEURE: If performance of this Agreement or any obligations under this Agreement is prevented, restricted, or interfered with, either temporarily or permanently, by causes beyond either party's reasonable control ("Force Majeure"), then the obligations of this Agreement shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include without limitation acts of nature, severe weather or other catastrophic conditions, orders or acts of military or civil authority, or by state or national emergencies, riots, or wars, or work stoppages, or any other similar event beyond the reasonable control of either party.

DISPUTE RESOLUTION: The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the matter will be submitted to mediation, in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association and will be done within Sarasota County, Florida. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

SEVERABILITY: If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable as if the invalid or unenforceable had never been contained within.

NOTICE: Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at the address set forth in the opening portion of this Agreement.

WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

CONSTRUCTION AND INTERPRETATION: The rule requiring construction or interpretation against the drafter is waived. This document shall be deemed as if it were drafted by both parties in a mutual effort.

ATTORNEY'S FEES TO PREVAILING PARTY: In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and appeal.

ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. The Agreement supersedes any prior written or oral agreements between the parties.

Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called "Sitex" & DW Bayview CDD hereafter called "customer"

Customer: DW Bayview CDD
C/O: Rizzetta
Contact: Stephanie DeLuna
Address: 2700 S. Falkenburg Rd Suite 200 Tampa, FL 33578
Email: SDeLuna@rizzetta.com
Phone: 813.533.2950

Sitex agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this agreement in the following sites:

Thirty Nine (37) Ponds (81 Acres) at the DW Bayview community located in Parrish, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

- | | |
|--|----------|
| 1. Shoreline Grass and Brush Control | Included |
| 2. Underwater, Floating and Algae Treatment | Included |
| 3. Pond dye "as needed" | Included |
| 4. All Services Performed by State Licensed Applicator | Included |
| 5. Treatment Report Issued monthly | Included |
| 6. Use of EPA Regulated Materials Only | Included |
| 7. Storm Structure Vegetation treatments | Included |
| 8. Non-Construction trash removal "see terms" | Included |

Service shall consist of Twenty (24) treatments a year as needed.

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 06/01/25 thru 05/31/26 Agreement will automatically renew as per Term and Conditions:

Monthly Pond service: \$4,648.00
Total Annual Maintenance Cost: \$55,776.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Accepted By

Date


President, Sitex Aquatics Ilc.

04/30/2025

Date

Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated through an addendum.

The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. • Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage. • This Agreement shall be governed by the laws of the state of Florida.

“NON-CONSTRUCTION TRASH REMOVAL INCLUDES SMALL ITEMS ONLY I.E, CUPS, PLASTIC BAGS, ETC. ITEMS TOTALING NO MORE THAN A 5 GALLON BUCKET WORTH ARE INCLUDED AFTER CONSTRUCTION IS COMPLETED, IN WATER ONLY”

8816 SKY SAIL CVOVE
PARRISH, FL 34219
37 PONDS
30 WETLAND BUFFERS



Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called "Sitex" & DW Bayview CDD hereafter called "customer"

Customer: DW Bayview CDD
C/O: Rizzetta
Contact: Stephanie DeLuna
Address: 2700 S. Falkenburg Rd Suite 200 Tampa, Florida 33578
Email: SDeLuna@rizzetta.com
Phone: 813.533.2950

Sitex agrees to provide aquatic management services for a period of 12 months In accordance with the terms and conditions of this agreement in the following sites:

Thirty (30) Wetland buffers (15' swath) at the DW Bayview community located in Parrish, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

- | | |
|---|----------|
| 1. K.I.P. (Kill in Place) Category 1&2 invasive species | Included |
| 2. Treatment Reports per application | Included |

Service shall consist of Four (4) treatments a year as needed.

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 06/01/25 thru 05/31/26 Agreement will automatically renew as per Term and Conditions:

Quarterly service:	\$5,360.00
Total Annual Maintenance Cost:	\$21,440.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Accepted By

Date



President, Sitex Aquatics Ilc.

04/30/2025

Date

Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated through an addendum.

The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. • Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage. • This Agreement shall be governed by the laws of the state of Florida.

“NON-CONSTRUCTION TRASH REMOVAL INCLUDES SMALL ITEMS ONLY I.E, CUPS, PLASTIC BAGS, ETC. ITEMS TOTALING NO MORE THAN A 5 GALLON BUCKET WORTH ARE INCLUDED AFTER CONSTRUCTION IS COMPLETED, IN WATER ONLY”

DW BAYVIEW CDD

8816 SKY SAIL CVOVE
PARRISH, FL 34219
37 PONDS
30 WETLAND BUFFERS





Mailing:

Physical:

PO Box 917
Parrish, FL 34219

11719 31st TER E
Palmetto, FL 34221

813.558.2125
www.sitexaquatics.com

Aquatic Midge Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and DW Bayview CDD hereafter called "customer"

Customer: DW Bayview CDD
C/O: Rizzetta & Company
Contact: Stephanie DeLuna
Address: 12750 Citrus Park lane Suite 115 Tampa, FL 33625
Email: SDeLuna@rizzetta.com
Phone: 813.793.8814

Sitex agrees to provide aquatic midge fly management services for a period of 10 months In accordance with the terms and conditions of this agreement in the following sites:

Thirty-Seven (37) Pond banks located at the DW Bayview Community in Parrish, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

- | | |
|--|----------|
| 1. Monthly Larvicide for aquatic Midge Fly's | Included |
| 2. All Services Performed by State Licensed Applicator | Included |

Service shall consist of 10 Monthly treatments (March-Dec)

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be for 10 months. Agreement will automatically renew as per Term and Conditions:

Monthly Service Amount: \$7,523.40
Total 10 month Cost: \$75,230.00

SEE ATTACHED SHEET FOR INDIVIDUAL POND PRICING

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

09/08/2025

Accepted By

Date

President, Sitex Aquatics Ilc.

Date

Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated through an addendum.

The Annual Cost will be paid to Sitex in Ten (10) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a Ten (10) month period. This Agreement shall be automatically renewed at the end of the three (3) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. • Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage. • This Agreement shall be governed by the laws of the state of Florida.

<u>Pond Number</u>	<u>Linner Feet</u>	<u>Acres</u>		
1A	893	0.62	\$111.00	\$1110.00
1B	1798	2.34	\$269.00	\$2690.00
2	1013	0.90	\$151.00	\$1510.00
3	1677	2.35	\$251.00	\$2510.00
4A	1137	1.26	\$170.00	\$1700.00
5	705	0.62	\$60.00	\$600.00
6	1797	4.15	\$269.00	\$2690.00
7	3200	5.26	\$480.00	\$4800.00
8	1426	2.81	\$213.00	\$2130.00
9	1335	2.21	\$200.00	\$2000.00
10	774	0.69	\$116.00	\$1160.00
11	797	0.84	\$119.00	\$1190.00
12	1109	1.69	\$166.00	\$1660.00
13	1223	1.48	\$183.00	\$1830.00
14	2246	2.74	\$336.00	\$3360.00
15	1782	3.99	\$267.00	\$2670.00
26	1242	1.82	\$186.00	\$1860.00
26B	630	0.55	\$94.00	\$940.00
27	1396	2.33	\$209.00	\$2090.00
28A	5020	14.3	\$753.00	\$7530.00
28B	1379	2.71	\$206.00	\$2060.00
29	1711	3.99	\$256.00	\$2560.00
30	2623	5.3	\$393.00	\$3930.00
31	1514	2.66	\$227.00	\$2270.00
32	1239	1.75	\$185.00	\$1850.00
33	1329	2.36	\$199.00	\$1990.00
34	1127	1.60	\$169.00	\$1690.00
35	1260	2	\$189.00	\$1890.00
36	1466	2.38	\$219.00	\$2190.00
37	803	0.57	\$120.00	\$1200.00
38	669	0.44	\$100.00	\$1000.00
39	200	0.02	\$30.00	\$300.00
F1	1053	0.98	\$157.00	\$1570.00
F2	942	0.68	\$141.00	\$1410.00
F3	699	0.34	\$104.00	\$1040.00
F4	861	0.64	\$129.00	\$1290.00
F5	640	0.45	\$96.00	\$960.00
	50715	81.82	\$7523.00	\$75230.00

8816 SKY SAIL CVOVE
PARRISH, FL 34219
37 PONDS
30 WETLAND BUFFERS



Tab 3

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					\$4,600.00

Accepted By

Accepted Date

Tab 4



DEL WEBB DRAINAGE CONVEYANCE REVIEW AND REPORT

SCOPE OF WORK & FEE

Project: Del Webb at Bayview Drainage Review and Report
Type: Onsite Observation of Stormwater Conveyance
Contact: Stephanie Deluna

PROJECT DESCRIPTION

The Del Webb of Bayview community has requested Stantec review existing stormwater drainage conveyance for obstructions, blockage, and maintenance of overgrown vegetation within the conveyance ways.

1. Review permitted plans and mark up for onsite review.
2. Review stormwater conveyance reported to have blockage for maintenance or repairs. The attached map shows the area of review. Stantec will review accessible areas and document maintenance items with location and photo of the condition during the onsite review.
3. Prepare report outlining findings and recommendations for repair.

SERVICES EXCLUDED

The following services are excluded from this Work Scope and Fee. Additional scope of services can be provided if any of the below items are authorized by the board.

- Coordination with regulatory agencies regarding deficiencies.
- Geotechnical engineering includes material testing.
- Design
- Survey
- Legal services
- Unforeseen conditions
- Meetings (if necessary) will be charged on a time and material basis with rates outlined in manhour estimate.
- Review of stormwater manholes and inlet structures for silt and debris

OBLIGATIONS OF DEL WEBB AT BAYVEIW

The following lists information and materials to be provided by the Client:

- Approval of scope of work
- All necessary rights of way and easements to review infrastructure

CONSULTANT COMPENSATION

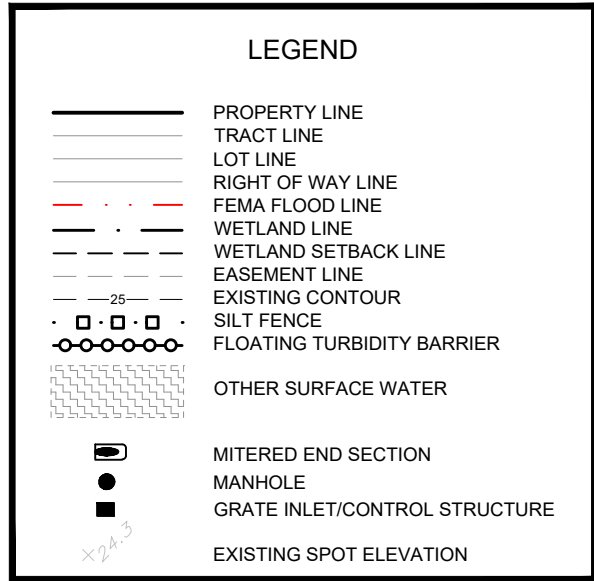
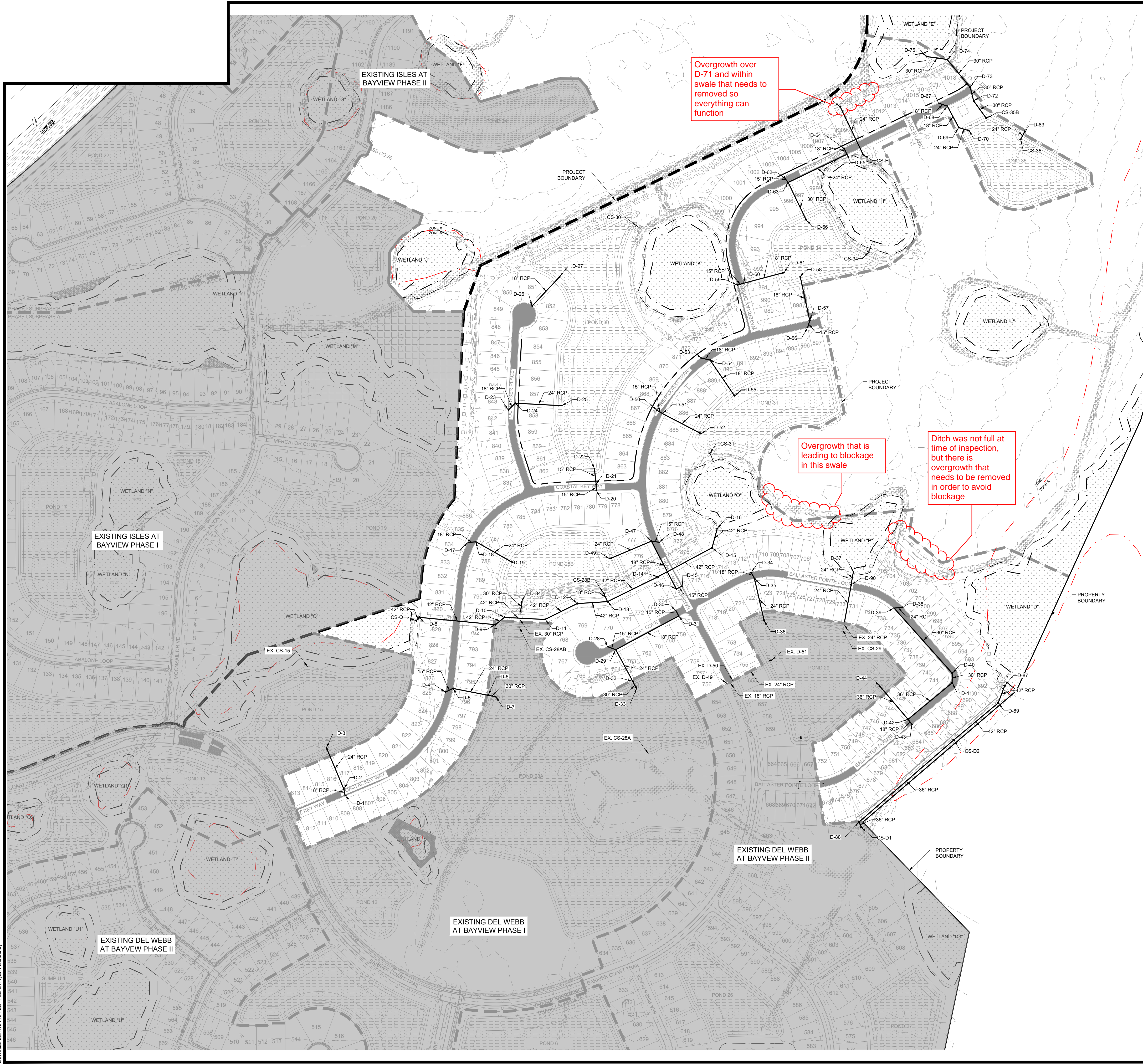
Compensation for the performance of the services described herein shall be made in accordance with the terms and conditions provided. Del Webb shall compensate ENGINEER, on a time and material basis with a not to exceed amount of \$10,111.

All direct expenses for printing, shipping, courier service, and travel will be submitted with each invoice for payment.

SCHEDULE

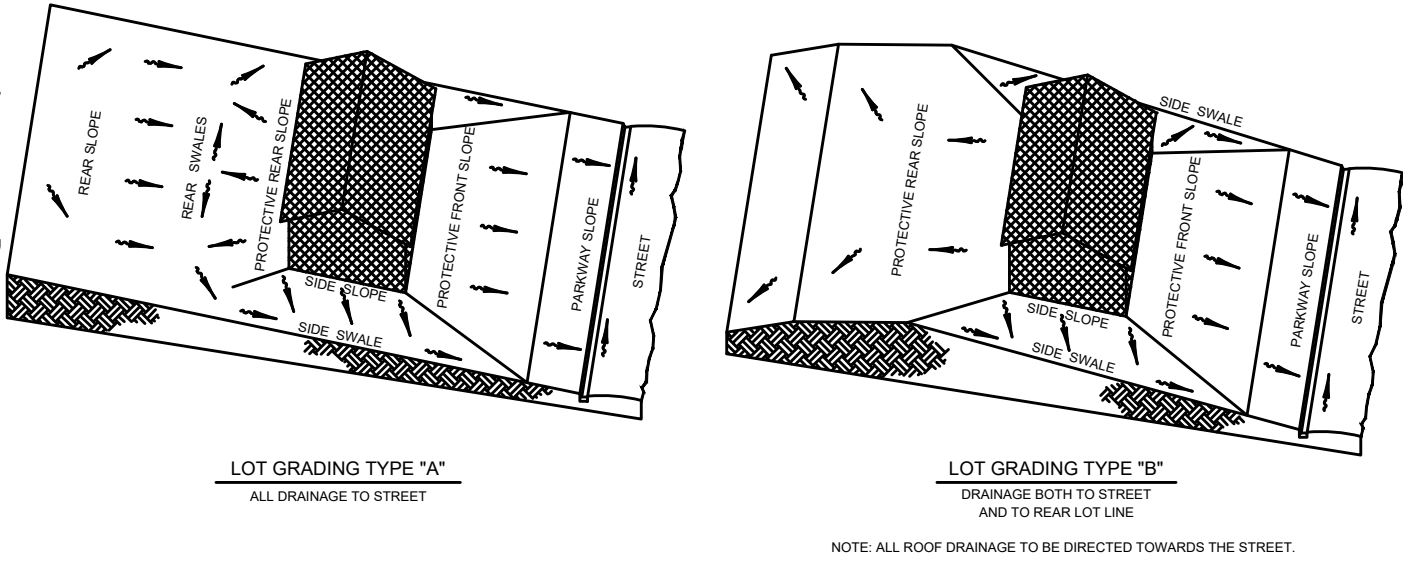
Field work shall commence within 3 weeks of authorization. Summary reports will be submitted within 5 weeks of agreement authorization.

T:\Projects\0501-17 Del Webb Phase 3\Current Plans\05011706 MDP.dwg
2/27/2023 2:24:18 PM PLOTTED BY: jenn.mcclesney



SURFACE WATER MANAGEMENT INFORMATION

- 1) BENCHMARK:
ALL BENCHMARKS SHALL BE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- 2) ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE RELATIVE TO THE NATIONAL GEODETIC SURVEY BENCHMARK 175 V 24' HAVING A PUBLISHED ELEVATION OF 53.73 FEET (NAVD 88). CONVERSION FROM NAVD88 TO NGVD29: +0.83.
- 3) FEMA FLOOD MAP DATA:
FLOOD INSURANCE RATE MAP NO. 1208 (01/16/06) FOR MANATEE COUNTY, COMMUNITY NO. 120153 MANATEE COUNTY, FLORIDA. FLOOD ZONE "X" AND "X". COMMUNITY NO. HAVING A DATE OF MARCH 17, 2014.



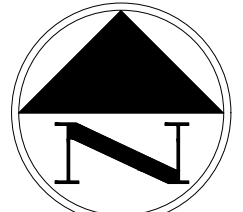
Lot	Required FFE	FFE	Lot	Required FFE	FFE	Lot	Required FFE	FFE	Lot	Required FFE	FFE
673	26.5	27.1	705	26.5	26.7	737	25.8	25.9	769	27.3	27.4
674	26.5	27.1	706	26.2	26.2	738	26.1	26.1	770	26.5	27.1
675	26.7	27.3	707	26.1	26.1	739	26.1	26.1	771	27.1	27.1
676	26.7	27.3	708	26.1	26.1	740	26.3	26.3	772	27.1	27.1
677	26.9	27.5	709	25.8	26.2	741	26.3	26.3	773	26.8	26.8
678	26.9	27.5	710	25.7	26.1	742	25.5	25.6	774	26.6	26.6
679	26.9	27.5	711	25.6	26.1	743	25.4	25.4	775	26.8	27.1
680	26.9	27.5	712	25.6	26.1	744	25.5	25.5	776	26.6	26.8
681	26.5	26.9	713	25.7	26.3	745	25.8	25.8	777	26.7	26.8
682	26.3	26.7	714	25.9	26.5	746	26.1	26.1	778	26.7	26.7
683	26.1	26.5	715	26.1	26.7	747	26.5	26.6	779	26.6	26.6
684	25.7	26.2	716	26.3	26.9	748	26.5	26.6	780	26.6	26.6
685	25.7	26.1	717	26.7	27.1	749	26.7	26.7	781	26.8	26.8
686	26.1	26.2	718	26.5	26.5	750	26.7	26.7	782	27.1	27.1
687	26.1	26.4	719	26.3	26.3	751	26.5	26.7	783	27.4	27.4
688	26.2	26.5	720	26.1	26.1	752	26.5	26.7	784	27.4	27.4
689	26.3	26.7	721	25.9	25.9	753	25.9	25.9	785	27.4	27.4
690	26.4	26.9	722	25.6	25.7	754	25.7	25.7	786	27.1	27.1
691	26.5	27.3	723	25.5	25.5	755	25.5	25.5	787	26.8	26.8
692	26.5	28.2	724	25.7	25.7	756	25.7	26.3	788	27.1	27.1
693	26.6	27.7	725	25.4	25.9	757	26.1	26.1	789	27.5	27.5
694	26.6	27.7	726	25.9	26.1	758	26.2	26.7	790	27.9	27.9
695	26.5	26.9	727	26.1	26.1	759	26.9	27.1	791	28.1	28.1
696	26.3	26.7	728	26.2	26.2	760	27.1	27.1	792	28.1	28.1
697	26.2	26.6	729	26.2	26.2	761	27.1	27.1	793	27.8	27.9
698	26.1	26.7	730	26.1	26.2	762	27.1	27.1	794	27.6	27.6
699	26.1	26.7	731	26.1	26.1	763	26.8	26.8	795	27.4	27.4
700	25.8	26.4	732	25.7	25.8	764	27.1	27.1	796	27.3	27.3
701	25.8	26.4	733	25.7	25.8	765	27.6	27.8	797	27.4	27.4
702	25.7	26.4	734	25.6	25.6	766	27.7	28.1	798	27.6	27.6
703	25.7	26.4	735	25.6	25.6	767	27.6	28.1	799	27.7	27.7
704	26.1	26.7	736	25.8	25.9	768	27.6	27.6	800	27.9	27.9

Lot	Required FFE	FFE	Lot	Required FFE	FFE	Lot	Required FFE	FFE	Lot	Required FFE	FFE
801	28.1	28.1	833	27.1	27.2	865	26.6	26.8	897	25.7	25.7
802	28.1	28.1	834	26.8	26.9	866	26.4	26.6	898	25.8	26.1
803	28.3	28.6	835	26.6	26.7	867	26.3	26.5	899	26.1	26.1
804	28.2	28.4	836	26.7	26.8	868	26.2	26.5	900	25.6	25.6
805	28.1	28.4	837	27.4	27.8	869	26.4	26.7	901	25.3	25.3
806	27.5	28.2	838	27.2	27.6	870	26.5	26.7	902	25.2	25.2
807	27.7	28.1	839	27.1	27.4	871	26.8	27.1	903	25.1	25.1
808	27.5	27.9	840	26.8	27.2	872	26.5	26.8	904	25.8	25.8
809	27.7	27.7	841	26.6	27.1	873	26.3	26.8	905	25.8	25.8
810	28.1	28.1	842	26.6	27.1	874	26.5	27.1	906	25.2	25.2
811	28.3	28.3	843	26.3	26.8	875	26.6	27.2	907	25.3	25.3
812	28.7	28.7	844	26.6	27.1	876	27.1	27.4	908	25.5	25.5
813	28.4	28.4	845	26.7	27.2	877	26.9	27.3	909	26.3	26.3
814	28.1	28.1	846	26.9	27.2	878	26.9	27.2	1000	26.3	26.9
815	27.7	27.8	847	26.9	27.3	879	27.1	27.5	1001	26.1	26.5
816	27.4	27.5	848	26.5	27.1	880	27.3	27.7	1002	25.8	26.4
817	27.3	27.4	849	26.3	26.8	881	27.4	27.7	1003	25.5	26.1
818	27.5	27.6	850	26.3	26.6	882	27.4	27.7	1004	25.5	26.1
819	27.7	27.8	851	25.6	25.6	883	27.1	27.5	1005	25.8	26.2
820	27.9	28.1	852	25.7	25.7	884	26.8	27.1	1006	25.8	26.2
821	28.1	28.1	853	26.3	26.3	885	26.4	26.4	1007	25.6	26.1
822	28.1	28.1	854	26.6	26.6	886	26.3	26.3	1008	25.4	25.8
823	27.8	27.9	855	26.6	26.6	887	26.5	26.5	1009	25.3	25.3
824	27.6	27.7	856	26.4	26.4	888	26.5	26.5	1010	25.5	25.9
825	27.4	27.5	857	26.2	26.2	889	26.3	26.3	1011	25.7	26.1
826	27.4	27.5	858	26.2	26.3	890	26.2	26.2	1012	25.9	26.2
827	27.9	28.3	859	26.5	26.6	891	26.4	26.4	1013	26.1	26.3
828	28.1	28.6	860	26.8	26.8	892	26.6	26.6	1014	26.1	26.3
829	28.3	28.9	861	27.1	27.2	893	26.6	26.6	1015	25.7	26.1
830	28.3	28.9	862	27.2	27.2	894	26.3	26.3	1016	25.2	25.6
831	27.9	27.9	863	27.1	27.2	895	26.1	26.1	1017	24.7	25.1
832	27.5	27.6	864	26.9	27.1	896	25.8	25.8	1018	25.1	25.4

LEVELUP
CONSULTING, LLC



505 E. JACKSON STREET
SUITE 200
TAMPA, FLORIDA 33602
OFFICE: 813-375-0616
WWW.LEVELUPFLORIDA.COM

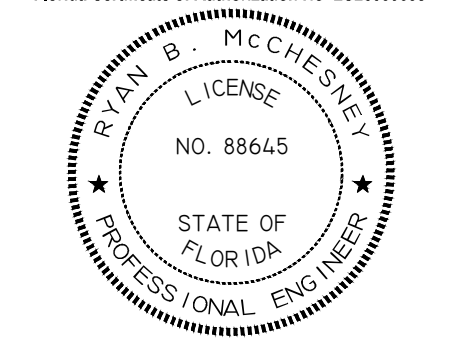


REVISIONS

CONSTRUCTION PLAN REVISIONS

DEL WEBB AT
BAYVIEW PHASE III
MASTER DRAINAGE PLAN

Engineering Business Certificate of Authorization No. 32771
Florida Certificate of Authorization No. LC26000638



RYAN B. MCCHESENEY
FLORIDA LICENSED PROFESSIONAL ENGINEER
REGISTRATION NUMBER 88645

PROJECT No. 053-01-17
SHEET C 6.0

Del Webb Drainage Conveyance Review

08:55 PM

TASK	DESCRIPTION		Project Engineer Vasili K	Project Manager Greg W	Field Rep Brayon W	Clerical	Subtask Totals		TOTAL FEE
			\$206.00	\$215.00	\$155.00	\$110.00			
			Hrs.	Hrs.	Hrs.	Hrs.	Hours	Fee	
1.0	Data Collection								\$1,695
1.1	Review and mark up plans showing flow path associated with area of review		0	4	0	0	4	\$860	
1.2	Prepare for onsite review		0	1	4	0	5	\$835	
2.0	Onsite Review of Infrastructure								\$5,776
2.1	Onsite Review of Stormwater Conveyance (See attached map for area of review)		16	0	16	0	32	\$5,776	
3.0	Report Preparation								\$2,140
3.1	Prepare Summary Report with maintenance recommendations		0	8	2	1	11	\$2,140	
	Subtotal Services		16	13	22	1	52	\$9,611	\$9,611
	REIMBURSABLE EXPENSES (Estimate)								\$500
	Project Grand Total								\$10,111

Tab 5

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, August 8, 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	Board Supervisor, Chairman
Darryl Steiner	Board Supervisor, Vice Chairman
Kat Diggs	Board Supervisor, Assistant Secretary
Lindsay Holt	Board Supervisor, Assistant Secretary

Also present were:

Matt O'Nolan	District Manager; Rizzetta & Company
Kate John	District Counsel; Kutak Rock (via phone)
Ryan Dugan	District Counsel; Kutak Rock (via phone)
Ryan McChesney	District Engineer, Level Up
Jessica Spence	Representative, Eco-Logic Services
Derrick Evans	Administrative Asst., Rizzetta & Company

Audience: **Present**

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. O'Nolan called the meeting to order and conducted roll call, confirming that a quorum was present.

SECOND ORDER OF BUSINESS

Audience Comments

Multiple comments were heard surrounding ponds and wetlands.

THIRD ORDER OF BUSINESS

Staff Reports

A. Aquatic Maintenance

No representative from aquatics was present. Mr. Lefere stated he would like to understand better what is happening with Preserve H.

Mr. Steiner stated Ms. DeLuna is requesting current proposals from the vendors that match the same criteria.

B. District Counsel

Mr. Dugan stated the closing would be complete today on Moccasin Wallow. The funds will be added to the general fund. The Board can use the funds however they see fit.

C. Interim Engineer

Mr. McChesney was present and had no updates.

D. District Manager

Mr. O’Nolan stated the next CDD meeting will be held on Friday, September 5, 2025, at 10:00 a.m. at the DW Bayview Clubhouse.

Mr. O’Nolan asked for a motion to allow the Chair/Vice Chair to work with District Management outside of a meeting for insurance renewal.

On a motion by Mr. Lefere seconded by Mr. Steiner, with all in favor, the Board of Supervisors approved for the Chair/Vice Chair to work with District Management outside of a meeting for insurance renewal, for the DW Bayview Community Development District.

FOURTH ORDER OF BUSINESS

Business Items

A. Ratification of Tigris Quote 302795 for Entrance Fountain Repairs

On a motion by Mr. Steiner seconded by Mr. Lefere, with all in favor, the Board of Supervisors ratified the Tigris quote 302795 for the entrance fountain repairs, for the DW Bayview Community Development District.

B. Acceptance of District Engineer Certificate

On a motion by Mr. Steiner seconded by Mr. Lefere, with all in favor, the Board of Supervisors approved to accept the District Engineer Certificate, for the DW Bayview Community Development District.

C. Acceptance of Bill of Sale – Phase II Stormwater Improvements

On a motion by Mr. Lefere seconded by Mr. Steiner, with all in favor, the Board of Supervisors approved to accept the bill of sale for Phase II stormwater improvements, for the DW Bayview Community Development District.

D. Acceptance of Second Quarter Website Audit

On a motion by Mr. Steiner seconded by Mr. Lefere, with all in favor, the Board of Supervisors approved to accept Second Quarter Website Audit, for the DW Bayview Community Development District.

E. Public Hearing on Fiscal Year 2025-2026 Final Budget

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

Public comments were heard regarding the assessment increase. Mr. Lefere explained the increases across the O&Ms. It was also stated that the budget cannot go up now, it can only come down now that the proposed was approved.

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

1. Consideration of Resolution 2025-09; Adopting Fiscal Year 2025-2026 Final Budget

On a motion by Mr. Steiner seconded by Mr. Lefere, with all in favor, the Board of Supervisors approved Resolution 2025-09, Adopting Fiscal Year 2025-2026, for the DW Bayview Community Development District.

F. Public Hearing on Fiscal Year 2025-2026, Assessments

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

There were no public comments.

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

1. Consideration of Resolution 2025-10, Levying O&M Assessments for Fiscal Year 2025-2026

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

G. Consideration of Resolution 2025-11, Setting the Meeting Schedule for Fiscal Year 2025-2026

On a motion by Mr. Steiner seconded by Mr. Lefere, with all in favor, the Board of Supervisors approved to adopt Resolution 2025-11, Setting the Meeting Schedule of FY 2025-2026, for the DW Bayview Community Development District.

H. Consideration of Contract for District Management Services

On a motion by Mr. Steiner seconded by Mr. Lefere, with all in favor, the Board of Supervisors approved the Rizzetta Contract for District Management Services, for the DW Bayview Community Development District.

I. Consideration of Pond Signs

A discussion ensued on forty signs and if that many are needed. District Counsel stated that there is no exact law of how many signs are needed per pond.

Mr. Steiner motioned to approve proposal #1726 with Mike's Signs and then retracted it. He would like to use a five foot post and asked if EGIS has input on the height of the post. Mr. Holt asked location and viewpoints of the signs also be reviewed.

On a motion by Mr. Steiner seconded by Mr. Holt, with all in favor, the Board of Supervisors approved to table proposal #1726 from Mikes Signs, 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 June 6, 2025.

Mr. O'Nolan 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 June 6, 2025, as presented, for the DW Bayview Community Development District.

A. Consideration of Amended Minutes of the Board of Supervisors Regular Meeting held on November 1, 2025

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 June 6, 2025, as presented, for the DW Bayview Community Development District.

B. Consideration of Operation & Maintenance Expenditures for May and June 2025

On a motion by Mr. Steiner seconded by Mr. Lefere, with all in favor, the Board of Supervisors approved the amended minutes of the Board of Supervisors meeting held on November 1, 2025, as presented, for the DW Bayview Community Development District.

C. Consideration of the Operations & Maintenance Expenditures for May and June 2025

Mr. Steiner stated there is an invoice for \$174.00 for straightening trees on HOA property. Mr. Lefere asked that the HOA reimburse the CDD for this invoice.

There is another invoice in question that Mr. Steiner asked be investigated in the amount of \$600.00 for trees at Barrier Coast and Coastal Key. It does not show paid yet, but it shows approved by the HOA but sent to the CDD for payment.

On a motion by Mr. Lefere, seconded by Ms. Diggs, with all in favor, the Board of Supervisors ratified the operation and maintenance expenditures for May 2025 (\$18,856.00 and June 2025 (\$18,567.00), for the DW Bayview Community Development District.

SIXTH ORDER OR BUSINESS

Supervisors Requests

Mr. Steiner stated Sunrise Landscaping is blowing clippings into the ponds.

Mr. Steiner stated palm fronds, etc. are being put in the preserve. Requested an email blast to residents, along with notifying Sunrise stating it is a violation of SWFMD to put anything into the preserve, and there are fines that could be charged.

Mr. Steiner brought a Sitex flyer and suggested it be sent to residents to educate them on vendors procedures, etc.

NINTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Lefere seconded by Mr. Steiner with all in favor, the Board of Supervisors motioned to adjourn the meeting at 11:52 a.m., for DW Bayview Community Development District

Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 6

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 workshop of the Board of Supervisors of Del Webb Bayview Community Development District was held on **Friday, July 18, 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	Board Supervisor, Chairman
Darryl Steiner	Board Supervisor, Vice Chairman
Lindsay Holt	Board Supervisor, Assistant Secretary

Also present were:

Stephanie DeLuna	District Manager; Rizzetta & Company
Pete Nabor	Representative, Ego-Logic Services
Jason Jaszczak	Representative, Advanced Aquatics

Audience: **Present**

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. DeLuna called the meeting to order.

SECOND ORDER OF BUSINESS

Audience Comments

Multiple comments were heard surrounding the wetlands and Conservation H.

THIRD ORDER OF BUSINESS

Business Items

A. Discussion of Fiscal Year 2025-2026 Budget

The review and choice of an aquatic vendor dictates the amount in the budget.

B. Discussion of Aquatic Proposals

- 1. Eco-Logic Proposals**
- 2. Advanced Aquatics**
- 3. Sitex Aquatics**

FOURTH ORDER OF BUSINESS

Adjournment

48
49
50
51
52

Secretary/Assistant Secretary

Chairman/ Vice Chairman

DRAFT

Tab 7

DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT

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

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

www.dwbayviewcdd.org

Operation and Maintenance Expenditures July 2025 For Board Approval

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

The total items being presented:

Approval of Expenditures: **\$10,653.82**

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

DW Bayview Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kutak Rock, LLP	300003	3584943	Legal Services 05/25	\$1,357.00
Lindsay Bruce Holt	300008	LH071825	Board of Supervisors Meeting 07/18/25	\$200.00
Rizzetta & Company, Inc.	300000	INV0000100508	District Management Fees 07/25	\$5,081.16
Rizzetta & Company, Inc.	300005	INV0000100981	Mass Mailing - Budget Notice 07/25	\$1,205.35
Southern Land Services of Southwest Florida, Inc.	300001	053025-107	Cut down dead palm tree 06/25	\$600.00
Sunrise Landscape	300002	14 40013	Remove Lethal Bronzing Palm trees 06/25	\$1,565.00
The Observer Group, Inc.	300004	25-01155M	Legal Advertising 07/25	\$72.19
The Observer Group, Inc.	300010	25-01221M	Legal Advertising 07/25	<u>\$573.12</u>
Total Report				<u>\$10,653.82</u>

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

June 30, 2025

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Reference: Invoice No. 3584943

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. 3584943
32823-1

Re: General Counsel

For Professional Legal Services Rendered

05/01/25	K. John	0.20	56.00	Review agenda; prepare for board meeting
05/02/25	K. John	1.80	504.00	Attend board meeting and follow up from same
05/04/25	G. Lovett	0.50	132.50	Monitor legislative process relating to matters impacting special districts
05/07/25	K. John	0.10	28.00	Review and revise budget approval resolution
05/07/25	D. Wilbourn	0.40	88.00	Prepare fiscal year budget documents
05/09/25	K. John	0.10	28.00	Work session with Dugan regarding FY 26 budget documents
05/14/25	K. John	0.60	168.00	Review and revise draft supervisor notebook
05/14/25	D. Wilbourn	0.40	88.00	Prepare supervisor notebook
05/22/25	K. John	0.20	56.00	Review status of outstanding district tasks and prepare for board meeting
05/24/25	K. John	0.20	56.00	Review draft agenda; confer with DeLuna and Gargaro
05/30/25	R. Dugan	0.50	152.50	Review agenda package and prepare for board meeting

KUTAK ROCK LLP

DW BayView CDD

June 30, 2025

Client Matter No. 32823-1

Invoice No. 3584943

Page 2

TOTAL HOURS 5.00

TOTAL FOR SERVICES RENDERED \$1,357.00

TOTAL CURRENT AMOUNT DUE \$1,357.00

RECEIVED
07/01/25

DW BAYVIEW CDDMeeting Date: July 18, 2025**SUPERVISOR PAY REQUEST**

Name of Board Supervisor	Check if present	Check if paid
Brady Lefere*		
Ray Aponte*		
Kat Diggs*		
Lindsay Holt	X	X
Darryl Steiner	X	X

(*) Does not get paid

NOTE: Supervisors are only paid if checked present.**RECEIVED**
07/21/25

LH 071825

DS 071825

EXTENDED MEETING TIMECARD

Meeting Start Time:	10:00 am
Meeting End Time:	11:56
Total Meeting Time:	1:56

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: _____

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

Invoice

Date	Invoice #
7/2/2025	INV0000100508

Bill To:

DW BayView CDD
2662 S. Falkenburg Road
Riverview FL 33578

RECEIVED
06/27/25

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

[illegible]

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

Invoice

Date	Invoice #
7/21/2025	INV0000100981

Bill To:

DW BayView CDD 2662 S. Falkenburg Road Riverview FL 33578

Services for the month of		Terms	Client Number
July		Upon Receipt	00567
Description	Qty	Rate	Amount
Mass Mailing - Budget Notice	1.00	\$1,205.35	\$1,205.35
Subtotal			\$1,205.35
Total			\$1,205.35

RECEIVED
07/21/25

Southern Land Services of Southwest Florida, Inc.
144 Whitaker Road
Lutz, FL 33549


Invoice

Date	Invoice #
6/9/2025	053025-107

Bill To
DW Bayview CDD 8816 Sky Sail Cove Parrish, FL 34221

Job Location
DW Bayview Attn: Melisa Sgro

Job No.	P.O. No.	Date Completed
		5/29/25

Quantity	Unit	Job Description	Additional Description	Unit Price	Amount
		Tree work.	Cut down dead palm tree at Barrier Coast and Coastal Key Pkwy	600.00	600.00
					

Terms-30 days. Thank you for your business.			Total	\$600.00
			Payments/Credits	\$0.00
Phone #	Fax #	E-mail	Balance Due	\$600.00
813-949-0049		info@southernlandsvc.com		



5100 W Kennedy Blvd
Ste 325
Tampa, FL 33609

Bill To

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

Invoice 14 40013

PO#	Date
	06/30/2025
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
------	-----------	------	------------	--------

#24214 - 24214 - Bayview Lethal Bronze Palm Trees.

Purpose: Sunrise to remove Lethal Bronzing palm trees to landfill.

Process: Sunrise to flush cut and remove infested Letteral Bronzing palm Tree to landfill, To Prevent spread.

Result: Prevent Lethal Bronzing from one palm to another.

Baywinds Parkway. 1



Baywinds Parkway. 1



Front of garden center. 1



Wynward Way Common. 1



Wynward behind Pulte Trailer. 2



EM - Installation - 06/26/2025

\$1,565.00

RECEIVED
07/01/25

Total	\$1,565.00
Credits/Payments	(\$0.00)
Balance Due	\$1,565.00

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
\$1,565.00	\$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 # 25-01155M

Date 07/11/2025

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 # 25-01155M

\$72.19

Notice of Budget Workshop

RE: Meeting on July 18, 2025 at 10:00am; DW Bayview CDD

Published: 7/11/2025

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.

RECEIVED
07/10/25

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.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Business Observer

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

INVOICE

Legal Advertising

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 18, 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 (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
July 11, 2025

25-01155M

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

Invoice # 25-01221M

Date 07/18/2025

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 # 25-01221M

\$573.12

Notice of Public Hearing

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

Published: 7/18/2025, 7/25/2025

RECEIVED
07/17/25

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

\$573.12

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

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Business Observer

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

INVOICE

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Serial Number
25-01221M

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 Public Hearing

in the matter of Meeting on August 8, 2025 at 10:00am; DW Bayview CDD

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

issues of 7/18/2025, 7/25/2025


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,
25th day of July, 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

PS 1 of 2

DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FY 2026 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") for the DW Bayview Community Development District ("District") will hold the following public hearings and regular meeting:

DATE: August 8, 2025
TIME: 10:00 A.M.
LOCATION: Driftwood Clubhouse
8810 Barrier Coast Trail
Parrish, Florida 34219

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("FY 2026"). The second public hearing is being held pursuant to Chapters 190, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District to fund the Proposed Budget for FY 2026; to consider the adoption of an assessment roll; and to provide for the levy, collection, and enforcement of O&M Assessments. At the conclusion of the public hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A regular Board meeting of the District will also be held where the Board may consider any other District business that may properly come before it.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	EAU/ERU Factor	Proposed O&M Assessment
Phase 1&2 Villa 38	60	6.32%	\$455.19
Phase 1&2 Single Family 40'	121	12.74%	\$455.19
Phase 1&2 Single Family 50'	207	21.79%	\$455.19
Phase 1&2 Single Family 64'	88	9.26%	\$455.19
Phase 3&4 Villa 38'	56	5.89%	\$455.19
Phase 3&4 Single Family 40'	114	12.00%	\$455.19
Phase 3&4 Single Family 50'	201	21.16%	\$455.19
Phase 3&4 Single Family 64'	103	10.84%	\$455.19

*includes collection costs and early payment discounts

NOTE: THE DISTRICT RESERVES ALL RIGHTS TO CHANGE THE LAND USES, NUMBER OF UNITS, EQUIVALENT ASSESSMENT OR RESIDENTIAL UNIT ("EAU/ERU") FACTORS, AND O&M ASSESSMENT AMOUNTS AT THE PUBLIC HEARING, WITHOUT FURTHER NOTICE.

The proposed O&M Assessments as stated include collection costs and/or early payment discounts imposed on assessments collected by the Manatee County ("County") Tax Collector on the tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any.

For FY 2026, the District intends to have the County Tax Collector collect the O&M Assessments imposed on all benefitted property. It is important to pay your O&M Assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title or, for direct billed O&M Assessments, may result in a foreclosure action which also may result in a loss of title. The District's decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

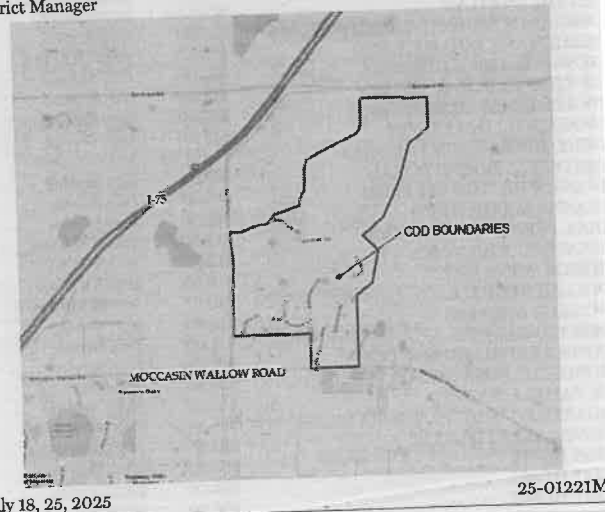
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the public hearings and meeting may be obtained at the offices of the District Manager, Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, Phone (813) 533-2950 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://www.dwbayviewcdd.org/>. The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at the public hearings or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearings and 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.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or 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



PS 2 92