

# Bridgewater Community Development District

## Board of Supervisors Meeting November 3, 2022

District Office: 5844 Old Pasco Road, Suite 100 Wesley Chapel, Florida 33544 813.994.1001

www.BridgewaterCDD.org

## BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

Bridgewater Amenities Center, 2525 Village Lakes Blvd., Lakeland, FL 33805

Board of Supervisors Thomas Temple Chair

James Rooney Vice Chair

Natalie Holley Assistant Secretary
Terry Warren Assistant Secretary
Robert Gilmore Assistant Secretary

**District Manager** Lynn Hayes Rizzetta & Company, Inc.

**District Counsel** Jennifer Kilinski KE Law Group

**District Engineer** Stephen Brletic JMT

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to Office forty-eight advise the District at least (48)hours before meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY), or 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.

## BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Wesley Chapel, Florida (813) 994-1001</u>

<u>Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u> **www.bridgewatercdd.org** 

October 20, 2022

Board of Supervisors Bridgewater Community Development District

## Final Agenda

#### **Dear Board Members:**

The regular meeting of the Board of Supervisors of the Bridgewater Community Development District will be held on **Thursday**, **November 3**, **2022**, **at 1:00 p.m.** at the Bridgewater Amenities Center located at 2525 Village Lakes Boulevard, Lakeland, Florida 33805. The following is the Final Agenda for this meeting:

1. 2. 3. 4.	PLED AUDI	TO ORDER/ROLL CALL GE OF ALLEGIANCE ENCE COMMENTS NESS ADMINISTRATION
4.		
	A.	Consideration of the Minutes of the Board of Supervisors Regular
	_	Meeting held on September 1, 2022Tab 1
	B.	Consideration of Operations & Maintenance Expenditures for
		August, 2022 Tab 2
5.	BUSI	NESS ITEMS
	Α.	Consideration of Resolution 2023-01; Amending Fiscal Year
		2021-2022 Tab 3
	B.	Discussion of Conveyance for Villages 12, 13, and 14
		for Common Drainage Properties
	C.	Presentation of Aquatics ReportTab 4
		1. Consideration of Quote for Pond 1 Vegetation Removal
		2. Consideration of Quote for Pond 6 Vegetation Removal
		3. Consideration of the First Addendum to the Solitude Services
		Contract
	D.	Presentation of Landscape Specialist Inspection Report
	Ο.	and Landscaper's CommentsTab 5
	E.	Brightview District Mowing and Sump ReportTab 6
	<b>L</b> .	1. Consideration of the First Amendment to the Brightview
		Landscape and Irrigation Services Contract
		2. Consideration of Quote to Install Bahia Sod at Maggiore Boulevard
		and Village Lakes Boulevard
		3. Consideration of Quote to Remove any Dead Ornamental Grasses
		after Spraying for Weeds on Village Lakes Boulevard and Installing
		New Grass (under separate cover)
		4. Consideration of Quote to Remove the Ornamental Grass at Sump
		#31 and Install Cypress Trees

5. Consideration of Quote to Remove Dead Cypress Tree at Sump #64

on Geneva Drive and Install a 30 Gallon Tree

## **BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT**

<u>District Office · Wesley Chapel, Florida (813) 994-1001</u> <u>Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

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6.	STA	AFF REPORTS	
	Α.	District Counsel	
	B.	District Engineer	Tab 7
	C.	District Manager Report	
7.	SUP	PERVISOR REQUESTS	
8.	ADJ	IOURNMENT	

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact us at (819) 994-1001.

Sincerely,

Lynn Hayes District Manager

## Tab 1

#### MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

#### BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Bridgewater Community Development District was held on Thursday, September 1, 2022 at 1:00 p.m. at the Bridgewater Amenities Center located at 2525 Village Lakes Boulevard, Lakeland, Florida 33805.

## Present and Constituting a Quorum:

Thomas Temple Board Supervisor, Chairperson
James Rooney Board Supervisor, Vice Chairperson
Robert Gilmore Board Supervisor, Assistant Secretary
Natalie Holley Board Supervisor, Assistant Secretary

### Also Present:

Lynn Hayes District Manager, Rizzetta & Company, Inc.

John Fowler

Jason Liggett

Landscape Inspection Specialist, Rizzetta & Company
Landscape Inspection Specialist, Rizzetta & Company
Stephen Brletic, P.E.

District Engineer, Johnson, Mirmiran & Thompson

Grace Kobitter District Counsel, KE Law Group

Matt Kramer Representative, Solitude Lake Management

Jason Jasczak Representative, Solitude Lake Management (via telephone)

Audience Members Not Present

## FIRST ORDER OF BUSINESS Called to Order

Mr. Hayes called the meeting to order and read the roll call.

## SECOND ORDER OF BUSINESS Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS Audience Comments

## FOURTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors Regular Meeting Held on July 7, 2022.

Mr. Hayes presented the July 7, 2022 regular meeting minutes and asked if there were any amendments necessary. There were none.

On a motion by Mr. Rooney, seconded by Ms. Holley, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors Regular Meeting held on July 7, 2022, as presented, for the Bridgewater Community Development District.

## FIFTH ORDER OF BUSINESS

Consideration of Operations and Maintenance Expenditures for June and July, 2022

Mr. Hayes presented the Operations and Maintenance Expenditures Report for June and July, 2022, to the Board of Supervisors.

On a motion by Mr. Gilmore, seconded by Ms. Holley, with all in favor, the Board of Supervisors ratified the Operations and Maintenance payment of the invoices for June, 2022 (\$16,758.80) and July, 2022 (\$49,925.56), for the Bridgewater Community Development District.

#### SIXTH ORDER OF BUSINESS

**Presentation of Solitude Aquatics Reports** 

Mr. Jasczak presented the Solitude Aquatics Reports.

## SEVENTH ORDER OF BUSINESS

**Presentation of Brightview Mowing Reports** 

Mr. Hayes presented the Mowing Reports which were provided to the Board under separate cover.

#### **EIGHTH ORDER OF BUSINESS**

Presentation of the Landscape Inspection Services Report and Landscaper's Report

Mr. Liggett presented the Rizzetta & Company, Inc. Landscaper Report.

### NINTH ORDER OF BUSINESS

Consideration of Resolution 2022-07, Amending Fiscal Year 2022-2023 Final Budget

Mr. Hayes presented Resolution 2022-07, Amending the Fiscal Year 2022/2023 Budget to the Board of Supervisors. Mr. Hayes indicated the total General Fund Revenue is \$388,982.00 and the and the Debt Service Fund Series 2015 AA1 is \$218,553.12 and the Debt Service Series 2015 AA2 is \$694,726.63. The total for all Funds is \$1,302,261.75

On a motion by Mr. Gilmore, seconded by Mr. Rooney, with all in favor, of adopting Resolution 2022-07 to Amend Fiscal Year 2022-2023 Final Budget, for the Bridgewater Community Development District.

## TENTH ORDER OF BUSINESS

Consideration of the First Addendum to the Professional District Services Contract

Mr. Hayes presented to the Board of Supervisors the First Addendum to the Professional District Services Contract for Fiscal Year 2022-2023.

On a motion by Mr. Rooney, seconded by Mr. Gilmore, with all in favor, the Board of Supervisors approved the First Addendum to the Professional District Services Contract, for the Bridgewater Community Development District.

## **ELEVENTH ORDER OF BUSINESS**

Consideration of a Quote To Remove Turbidity Curtains

Solitude Lake Management, LLC presented their proposal to remove the Turbidity Curtains to the Board of Supervisors.

On a motion by Mr. Gilmore, seconded by Ms. Holley, with all in favor, the Board of Supervisors approved the Solitude Lake Management quote after District Counsel prepares an additional service order and authorize the Chairperson, for the Bridgewater Community Development District.

## TWELFTH ORDER OF BUSINESS

Discussion of Conveyances for Villages 12, 13, and 14

Mr. Brletic, P.E. has moved this discussion to the November 3, 2022 Regular Board of Supervisor Meeting.

THIRTEENTH ORDER OF BUSINESS

Consideration of Solitude Pond 1 Removal Proposal

The Board of Supervisors has moved this proposal for consideration to the November 3, 2022 Board of Supervisors Regular Meeting.

FOURTHEENTH ORDER OF BUSINESS

Consideration of Solitude Pond 6 Removal

The Board of Supervisors has moved this proposal for consideration to the November 3, 2022 Board of Supervisors Regular Meeting.

FIFTHTEENTH ORDER OF BUSINESS

Consideration of the First Addendum to the Solitude Lake Management LLC Services Contract

The Board of Supervisors has moved this First Addendum to the Solitude Lake Management, LLC Services Contract for consideration to the November 3, 2022 Board of Supervisors Regular Meeting.

SIXTEENTH ORDER OF BUSINESS

Consideration of a Quote for Sod Installation at Sump 57

The Board of Supervisors has moved this quote for future consideration in 2023.

SEVENTEENTH ORDER OF BUSINESS

Consideration of a Brightview Quote to Install Pine Needles in Sumps

The Board of Supervisors has moved this quote for future consideration in 2023.

## EIGHTEENTH ORDER OF BUSINESS for Pond E and Pond F Clean-Up

**Consideration of Brightview Proposal** 

The District Engineer informed the Board of Supervisors in the meeting that the Developers have completed this project.

## NINETEENTH ORDER OF BUSINESS

**Staff Reports** 

## A. District Counsel

Ms. Kobitter stated that Counsel has no report at this time. There were no questions or concerns from the Board of Supervisors.

## B. District Engineer

Mr. Brletic presented his report to the Board of Supervisors.

## BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT SEPTEMBER 1, 2022 MINUTES OF MEETING

## C. District Manager

Mr. Hayes presented his report to the Board of Supervisors. The next regular meeting will be held on November 3, 2022 at 1:00 p.m. at the Bridgewater Amenities Center located at 2525 Village Lakes Boulevard, Lakeland, Florida 33805. Mr. Hayes also presented the Innersync Studio Ltd./Campus Suite Addendum A, under separate cover, to the Board of Supervisors for the Bridgewater Community Development District.

On a motion by Mr. Gilmore, seconded by Mr. Rooney, with all in favor, the Board of Supervisors approved the Innersync/Campus Suites Addendum, for the Bridgewater Community Development District.

## TWENTIETH ORDER OF BUSINESS

## **Supervisor Requests**

Mr. Gilmore asked the District Engineer, Mr. Brletic, about the outflow access to the road; he would like him to inspect and report back.

## TWENTY-FIRST ORDER OF BUSINESS

Secretary/Assistant Secretary

## **Adjournment**

Chair/Vice Chair

On a motion by Mr. Gilmore, seconded by Ms. Holley, with all in favor, the Board of Supervisors adjourned the meeting at 2:12 p.m., for the Bridgewater Community Development District	

## Tab 2

## BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Orlando, FL 32819</u> <u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida</u> <u>www.bridgewatercdd.org</u>

# Operation and Maintenance Expenditures August 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2022 through August 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented \$21,826.95

Approva	I of Expenditures:
	Chairperson
	Vice Chairperson
	Assistant Secretary

## **Bridgewater Community Development District**

Paid Operation & Maintenance Expenditures August 1, 2022 Through August 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoid	e Amount
BrightView Landscape Services, Inc.	100001	7976104	Lake Bank Buffer Maintenance 06/22	\$	1,245.50
Johnson Mirmiran & Thompson, Inc.	100002	24-188462	Engineering Services 02/22	\$	2,722.50
Johnson Mirmiran & Thompson, Inc.	100004	29-196081	Engineering Services 07/22	\$	5,210.00
Lakeland Electric	EFT	3384948 7/22	5800 N RD 33 07/22	\$	46.95
LLS Tax Solutions, Inc.	100005	2743	Arbitrage Services 07/22	\$	500.00
LLS Tax Solutions, Inc.	100005	2744	Arbitrage Services 07/22	\$	500.00
Rizzetta & Company, Inc.	100000	INV0000070145	Administrative Services 08/22	\$	7,185.00
Solitude Lake Management, LLC	100003	PI-A00865722	Lake & Pond Maintenance 08/22	\$	4,417.00
Report Total				\$	21,826.95

## Tab 3

#### **RESOLUTION 2023-01**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT AMENDING THE FISCAL YEAR 2021-2022 GENERAL FUND BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE

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

**WHEREAS,** the Board of Supervisors of the District ("Board") adopted a final General Fund Budget ("Budget") for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022 ("Fiscal Year 2021-2022"); and

**WHEREAS**, the Board desires to amend the Fiscal Year 2021-2022 Budget to reflect changes to budgeted revenues and expenses approved during Fiscal Year 2021-2022; and

**WHEREAS,** pursuant to Chapters 189 and 190, *Florida Statutes*, the Board is authorized to amend the Fiscal Year 2021-2022 Budget within sixty (60) days following the end of the Fiscal Year 2021-2022; and

**WHEREAS**, the Board finds that it is in the best interest of the District and its landowners to amend the Fiscal Year 2021-2022 Budget to reflect the actual appropriations.

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

#### SECTION 1. BUDGET AMENDMENT.

- a. The Board has reviewed the proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of Sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "Adopted Annual Budget") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2021-2022.
- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted Budget for the Bridgewater Community Development District for the Fiscal Year Ending September 30, 2022, as amended and adopted by the Board of Supervisors effective October 27, 2022."

<b>SECTION 2.</b> APPROPRIATIONS. There is hereby appropriated out of the revenues of the second s
District, the fiscal year beginning October 1, 2021, and ending September 30, 2022, the sums s
forth below, to be raised by special assessments or otherwise, which sums are deemed by the Boa
to be necessary to defray all expenditures of the District during said budget year, to be divided an appropriated in the following fashion:

TOTAL GENERAL FUND	\$
RESERVE FUND	\$
DEBT SERVICE FUND, SERIES 2015AA-1	\$
DEBT SERVICE FUND, SERIES 2015AA-2	\$
TOTAL ALL FUNDS	\$
SECTION 3. CONFLICTS. All District resolution this Resolution are, to the extent of such conflict, superstanding the second such conflicts.	<u>-</u>
<b>SECTION 4. SEVERABILITY.</b> The invalidity provisions of this Resolution shall not affect the validity of this Resolution, or any part thereof.	
SECTION 5. EFFECTIVE DATE. This Royember 3, 2022.	esolution shall take effect as of
PASSED AND ADOPTED this 3rd day of Nov	vember, 2022.
·- ·	RIDGEWATER COMMUNITY EVELOPMENT DISTRICT
Secretary/Assistant Secretary Ch	airperson, Board of Supervisors

Exhibit A: Amended General Fund Budget FY 2021-2022

## EXHIBIT A AMENDED FISCAL YEAR 2021-2022 GENERAL FUND BUDGET



# Bridgewater Community Development District

bridgewatercdd.org

Amended Budget for Fiscal Year 2021-2022

Presented by: Rizzetta & Company, Inc.

5844 Old Pasco Rd. Suite 100 Wesley Chapel, FI 33544

813-994-1001

rizzetta.com

## **TABLE OF CONTENTS**

	<u>Page</u>
General Fund Budget Account Category Descriptions	3
Debt Service Fund Budget Account Category Descriptions	10
General Fund Budget for Fiscal Year 2021-2022	11
Debt Service Fund Budget for Fiscal Year 2021-2022	13
Assessments Charts for Fiscal Year 2021-2022	14



## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

## **REVENUES:**

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

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

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

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

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

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

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

## **EXPENDITURES – ADMINISTRATIVE:**

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



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

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

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

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

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

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

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



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

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

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

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

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

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

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

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

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

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

## **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.



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

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

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

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

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

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

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

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

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

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

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

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

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

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

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.



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

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

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

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



## <u>DEBT SERVICE FUND BUDGET</u> ACCOUNT CATEGORY DESCRIPTION

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

## **REVENUES:**

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

## **EXPENDITURES – ADMINISTRATIVE:**

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

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



# Amended Budget Bridgewater Community Development District General Fund Fiscal Year 2021/2022

Chart of Accounts Classification		dget for 21/2022	Prop	oosed Amended Budget
REVENUES				
Special Assessments				
Tax Roll*	\$	220,074	\$	220,074
Off Roll*	\$	44,801	\$	44,801
TOTAL REVENUES	\$	264,875	\$	264,875
Balance Forward from Prior Year(s)	\$	126,706	\$	156,706
TOTAL REVENUES AND BALANCE FORWARD	<b>.</b>	391,581	\$	421,581
TOTAL NEVEROLS AND BALANCE FORWARD	Ψ	331,301	Ψ	421,301
EXPENDITURES - ADMINISTRATIVE				
Legislative				
Supervisor Fees	\$	6,000	\$	6,000
Financial & Administrative				
Administrative Services	\$	5,670	\$	5,670
District Management	\$	26,000	\$	26,000
District Engineer	\$	50,000	\$	50,000
Disclosure Report	\$	5,000	\$	5,000
Trustees Fees	\$	4,000	\$	4,000
Financial & Revenue Collections	\$	5,250	\$	5,250
Assessment Roll	\$	5,250	\$	5,250
Accounting Services	\$	22,000	\$	22,000
Auditing Services	\$	3,600	\$	3,600
Arbitrage Rebate Calculation	\$	1,000	\$	1,000
Miscellaneous Mailings	\$	100	\$	100
Public Officials Liability Insurance	\$	2,663	\$	2,663
Legal Advertising	\$	4,000	\$	4,000
Dues, Licenses & Fees	\$	175	\$	175
Miscellaneous Fees	\$	300	\$	300
Website Hosting, Maint., Backup & Email	\$	3,700	\$	3,700
Legal Counsel	Ė	· · · · · · · · · · · · · · · · · · ·		,
District Counsel	\$	20,000	\$	20,000

# Amended Budget Bridgewater Community Development District General Fund Fiscal Year 2021/2022

_	_	sed Amended Budget
\$ 164,708	\$	164,708
\$ 400	\$	400
\$ 85,800	\$	85,800
\$ 25,000	\$	25,000
\$ 55,524	\$	55,524
\$ 4,640	\$	4,640
\$ 2,000	\$	2,000
\$ 43,509	\$	43,509
\$ 10,000	\$	40,000
\$ 226,873	\$	256,873
\$ 391,581	\$	421,581
\$ -	\$	-
	\$ 164,708 \$ 164,708 \$ 400 \$ 85,800 \$ 25,000 \$ 55,524 \$ 4,640 \$ 2,000 \$ 43,509 \$ 10,000 \$ 226,873 \$ 391,581	\$ 164,708 \$  \$ 400 \$  \$ 85,800 \$  \$ 25,000 \$  \$ 55,524 \$  \$ 4,640 \$  \$ 2,000 \$  \$ 43,509 \$  \$ 10,000 \$  \$ 226,873 \$  \$ 391,581 \$

## Bridgewater Community Development District Debt Service Fiscal Year 2021/2022

Chart of Accounts Classification	Series 2015 AA1	Series 2015 AA2	Budget for 2021/2022
REVENUES			
Special Assessments			
Net Special Assessments (1)	\$219,310.67	\$699,961.41	\$919,272.09
TOTAL REVENUES	\$219,310.67	\$699,961.41	\$919,272.09
EXPENDITURES			
Administrative			
Financial & Administrative			
Debt Service Obligation	\$219,310.67	\$699,961.41	\$919,272.09
Administrative Subtotal	\$219,310.67	\$699,961.41	\$919,272.09
TOTAL EXPENDITURES	\$219,310.67	\$699,961.41	\$919,272.09
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00

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

7%

Gross assessments: \$987,190.82

## Notes:

Tax Roll Collection Costs and Early Payment Discounts are 7.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

<sup>(1)</sup> Maximum Annual Debt Services less prepaid assessments.

## BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

## FISCAL YEAR 2021/2022 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

 2021/2022 O&M Budget
 \$264,875.00

 Collection Costs
 3%
 \$8,544.35

 Early Payment Discount
 4%
 \$11,392.47

 2021/2022 Total:
 \$284,811.83

2020/2021 O&M Budget \$264,875.00 2021/2022 O&M Budget \$264,875.00 Total Difference: \$0.00

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease		
	2020/2021	2021/2022	\$	%	
Debt Service - Villa (Series 2015 AA2)	\$702.67	\$702.67	\$0.00	0.0%	
Operations/Maintenance - Villa	\$185.60	\$185.60	\$0.00	0.0%	
Total	\$888.27	\$888.27	\$0.00	0.0%	
Debt Service - Duplex (Series 2015 AA2)	\$853.24	\$853.24	\$0.00	0.0%	
Operations/Maintenance - Duplex	\$225.37	\$225.37	\$0.00	0.0%	
Total	\$1,078.61	\$1,078.61	\$0.00	0.0%	
Debt Service - Single Family 40' (Series 2015 AA2)	\$853.24	\$853.24	\$0.00	0.0%	
Operations/Maintenance - Single Family 40'	\$225.37	\$225.37	\$0.00	0.0%	
Total	\$1,078.61	\$1,078.61	\$0.00	0.0%	
Daha Camina Circula Familia 501 (Carina 2045 AA4)	<b>\$240.50</b>	<b>#040.50</b>	<b>#</b> 0.00	0.00/	
Debt Service - Single Family 50' (Series 2015 AA1)	\$813.52 \$265.15	\$813.52	\$0.00	0.0% 0.0%	
Operations/Maintenance - Single Family 50' Total	\$1,078.67	\$265.15 <b>\$1,078.67</b>	\$0.00 <b>\$0.00</b>	0.0%	
Total	ψ1,070.07	ψ1,070.07	Ψ0.00	0.070	
Debt Service - Single Family 50' (Series 2015 AA2)	\$1,003.82	\$1,003.82	\$0.00	0.0%	
Operations/Maintenance - Single Family 50'	\$265.15	\$265.15	\$0.00	0.0%	
Total	\$1,268.97	\$1,268.97	\$0.00	0.0%	
Debt Service - Single Family 60' (Series 2015 AA1)	\$1,016.90	\$1,016.90	\$0.00	0.0%	
Operations/Maintenance - Single Family 60'	\$331.43	\$331.43	\$0.00	0.0%	
Total	\$1,348.33	\$1,348.33	\$0.00	0.0%	
Debt Service - Single Family 60' (Series 2015 AA2)	\$1,254.77	\$1,254.77	\$0.00	0.0%	
Operations/Maintenance - Single Family 60'	\$331.43	\$331.43	\$0.00	0.0%	
Total	\$1,586.20	\$1,586.20	\$0.00	0.0%	
Debt Service - Single Family 65' (Series 2015 AA1)	\$1,220.28	\$1,220.28	\$0.00	0.0%	
Operations/Maintenance - Single Family 65'	\$397.71	\$397.71	\$0.00	0.0%	
Total	\$1,617.99	\$1,617.99	\$0.00	0.0%	
Debt Service - Single Family 65' (Series 2015 AA2)	\$1,505.72	\$1,505.72	\$0.00	0.0%	
Operations/Maintenance - Single Family 65' Total	\$397.71	\$397.71	\$0.00	0.0% <b>0.0%</b>	
	\$1,903.43	\$1,903.43	\$0.00		
Debt Service - Single Family 75' (Series 2015 AA1)	\$1,423.66	\$1,423.66 \$464.00	\$0.00	0.0%	
Operations/Maintenance - Single Family 75' Total	\$464.00 <b>\$1,887.66</b>	\$1,887.66	\$0.00 <b>\$0.00</b>	0.0% <b>0.0%</b>	
Debt Service - Single Family 75' (Series 2015 AA2)	\$1,756.68	\$1,756.68	\$0.00	0.0%	
Operations/Maintenance - Single Family 75'	\$464.00	\$464.00	\$0.00	0.0%	
Total	\$2,220.68	\$2,220.68	\$0.00	0.0%	
Debt Service - Commercial (Series 2015 AA2)	¢4.045.07	£4.045.07	<u></u>	0.00/	
Debt Service - Commercial (Series 2015 AA2) Operations/Maintenance - Commercial	\$4,015.27 \$1,060.57	\$4,015.27 \$1,060.57	\$0.00 \$0.00	0.0% 0.0%	
Total	\$5,075.84	\$5,075.84	\$0.00	0.0%	
	· ·	<u> </u>	· · · · · · · · · · · · · · · · · · ·		
Debt Service - Golf (Series 2015 AA1)	\$1,627.04	\$1,627.04	\$0.00	0.0%	
Operations/Maintenance - Golf	\$530.28	\$530.28	\$0.00	0.0%	
Total	\$2,157.32	\$2,157.32	\$0.00	0.0%	
Debt Service - Condo/Apt	\$0.00	\$0.00	\$0.00	0.0%	
Operations/Maintenance - Condo/Apt	\$27.72	\$27.72	\$0.00	0.0%	
Total	\$27.72	\$27.72	\$0.00	0.0%	

#### BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

#### FISCAL YEAR 2021/2022 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL ADMIN O&M BUDGET		\$115,284.43	TOTAL FIELD O&M BUDGET	\$149,590.57
COLLECTION COSTS @	3%	\$3,718.85	COLLECTION COSTS @ 3.0%	\$4,825.50
EARLY PAYMENT DISCOUNT @	4%	\$4,958.47	EARLY PAYMENT DISCOUNT @ 4.0%	\$6,434.00
TOTAL ADMIN O&M ASSESSMEN		\$123,961.75	TOTAL FIELD O&M ASSESSMENT	\$160,850.08

			UNITS ASSESS	SED							_				
	•		SERIES 2015 AA		<u> </u>				&M ASSESSMENT					M ASSESSMENT	
	LOT SIZE		DEBT	DEBT			TOTAL	% TOTAL	ADMIN	ADMIN		TOTAL	% TOTAL	FIELD	FIELD
	PLATTED PARCELS	<u>0&amp;M</u>	SERVICE (1) (2)	SERVICE (1) (2)	EAU FACTOR	UNITS	EAU's	EAU's	PER PARCEL	PER LOT	UNITS	EAU's	EAU's	PER PARCEL	PER LOT
35.11	Duplex	120	0	119	0.85	120	102.00	9.12%	\$11,311.39	\$94.26	120	102.00	9.78%	\$15,733.02	\$131.11
20.11	Villa	39	0	39	0.70	39	27.30	2.44%	\$3,027.46	\$77.63	39	27.30	2.62%	\$4,210.90	\$107.97
40.11	Single Family 40'	180	0	180	0.85	180	153.00	13.69%	\$16,967.09	\$94.26	180	153.00	14.67%	\$23,599.53	\$131.11
50.11	Single Family 50'	150	0	147	1.00	150	150.00	13.42%	\$16,634.40	\$110.90	150	150.00	14.38%	\$23,136.79	\$154.25
50.4	Single Family 50'	123	122	0	1.00	123	123.00	11.00%	\$13,640.21	\$110.90	123	123.00	11.79%	\$18,972.17	\$154.25
60.11	Single Family 60'	50	0	50	1.25	50	62.50	5.59%	\$6,931.00	\$138.62	50	62.50	5.99%	\$9,640.33	\$192.81
60.4	Single Family 60'	39	39	0	1.25	39	48.75	4.36%	\$5,406.18	\$138.62	39	48.75	4.67%	\$7,519.46	\$192.81
65.11	Single Family 65'	38	0	38	1.50	38	57.00	5.10%	\$6,321.07	\$166.34	38	57.00	5.47%	\$8,791.98	\$231.37
65.4	Single Family 65'	77	76	0	1.50	77	115.50	10.33%	\$12,808.49	\$166.34	77	115.50	11.08%	\$17,815.33	\$231.37
75.11	Single Family 75'	44	0	43	1.75	44	77.00	6.89%	\$8,538.99	\$194.07	44	77.00	7.38%	\$11,876.89	\$269.93
75.4	Single Family 75'	1	1	0	1.75	1	1.75	0.16%	\$194.07	\$194.07	1	1.75	0.17%	\$269.93	\$269.93
G.4	Golf	1	1	0	2.00	1	2.00	0.18%	\$221.79	\$221.79	1	2.00	0.19%	\$308.49	\$308.49
	TOTAL PLATTED	862	239	616	<b>-</b> =		919.80	82.29%	\$102,002.13			919.80	88.20%	\$141,874.82	
	DI 41111ED III.IEG				_		•								
	PLANNED UNITS														
	UNPLATTED LANDS (5)														
APT	Condo/Apt	300	0	0	0.25	300	75.00	6.71%	\$8,317.20	\$27.72	0	0.00	0.00%	\$0.00	\$0.00
20.11	Villa	123	0	123	0.70	123	86.10	7.70%	\$9,548.14	\$77.63	123	86.10	8.26%	\$13,280.52	\$107.97
40.11	Single Family 40'	3	0	3	0.85	3	2.55	0.23%	\$282.78	\$94.26	3	2.55	0.24%	\$393.33	\$131.11
50.11	Single Family 50'	-4	0	-4	1.00	-4	-4.00	-0.36%	-\$443.58	\$110.90	-4	-4.00	-0.38%	-\$616.98	\$154.25
60.11	Single Family 60'	1	0	1	1.25	1	1.25	0.11%	\$138.62	\$138.62	1	1.25	0.12%	\$192.81	\$192.81
C.11	Commercial	9.28	0	9.28	4.00	9.28	37.12	3.32%	\$4,116.46	\$443.58	9.28	37.12	3.56%	\$5,725.59	\$616.99
	TOTAL UNPLATTED	432.28	0	132.28	<b>-</b> ■		198.02	17.71%	\$21,959.62		<u> </u>	123.02	11.80%	\$18,975.26	
	TOTAL COMMUNITY	1294.28	239	748.28	<del>-</del>		1117.82	100.00%	\$123,961.75			1042.82	100.00%	\$160,850.08	
					-										
	LESS: Polk County Coll		sts (3%) and Early F	Payment Discour	nts (4%):				(\$8,677.32)					(\$11,259.51)	
	Net Revenue to be Col	llected:							\$115,284.43					\$149,590.57	

		AL ASSESSMENT	
	2015 AA1 DEBT	2015 AA2 DEBT	
<u>0&amp;M</u>	SERVICE (3)	SERVICE (3)	TOTAL (4)
\$225.37	\$0.00	\$853.24	\$1,078.61
\$185.60	\$0.00	\$702.67	\$888.27
\$225.37	\$0.00	\$853.24	\$1,078.61
\$265.15	\$0.00	\$1,003.82	\$1,268.97
\$265.15	\$813.52	\$0.00	\$1,078.67
\$331.43	\$0.00	\$1,254.77	\$1,586.20
\$331.43	\$1,016.90	\$0.00	\$1,348.33
\$397.71	\$0.00	\$1,505.72	\$1,903.43
\$397.71	\$1,220.28	\$0.00	\$1,617.99
\$464.00	\$0.00	\$1,756.68	\$2,220.68
\$464.00	\$1,423.66	\$0.00	\$1,887.66
\$530.28	\$1,627.04	\$0.00	\$2,157.32
\$27.72	\$0.00	\$0.00	\$27.72
\$185.60	\$0.00	\$702.67	\$888.27
\$225.37	\$0.00	\$853.24	\$1,078.61
\$265.15	\$0.00	\$1,003.82	\$1,268.97
\$331.43	\$0.00	\$1,254.77	\$1,586.20
\$1,060.57	\$0.00	\$4,015.27	\$5,075.84

UNPLAT BY ACREAGE 53.30 22.26 \$18,975.26 \$21,959.62 \$18,975.26

 O&M
 2015 AA1 DEBT
 2015 AA2 DEBT
 TOTAL

 \$768.01
 \$0.00
 \$5,547.59
 \$6,315.60

- (1) Reflects 1 (one) Series 2015 AA1 prepayment and 3 (three) Series 2015 AA2 prepayments.
- (2) Reflects the number of total lots with Series 2015 AA1 and 2015 AA2 debt outstanding.
- (3) Annual debt service assessment per lot adopted in connection with the Series 2015 AA1 and Series 2015 AA2 bond issues. Annual assessment includes principal, interest, Polk County collection costs and early payment discounts.
- (4) Annual assessment that will appear on November 2021 Polk County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).
- (5) The Single Family 40' units were under-platted by 3 lots and Single Family 50' units were over-platted 4 lots.

## Tab 4

## Service Report



Work Order

Work Order

00039109

Number

Created Date 10/12/2022

Account Bridgewater CDD of Lakeland

Contact Lynn Hayes

Address 2525 Village Lakes Blvd

Lakeland, FL 33805

## Work Details

Specialist
Comments to
Customer

Treated Lakes Jane, Serena, and Hazel for shoreline grasses. Also treated waterhyacinth growing along the shoreline on those lakes.

Assigned Resource

LEE WARREN

## Work Order Assets

Asset	Status	Product Work Type	Specialist Comments to Customer
Bridgewater CDD of Lakeland - LAKE ALL	Inspected		

#### Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Bridgewater CDD of Lakeland - LAKE ALL	SHORELINE WEED CONTROL	Treated Lakes Jane, Serena, and Hazel for shoreline grasses.
Bridgewater CDD of Lakeland - LAKE ALL	MONITORING	
Bridgewater CDD of Lakeland - LAKE ALL	LITTORAL SHELF	
Bridgewater CDD of Lakeland - LAKE ALL	LAKE WEED CONTROL	Treated Lakes Jane, Serena, and Hazel for waterhyacinth.
Bridgewater CDD of Lakeland - LAKE ALL	BUFFER MANAGEMENT	
Bridgewater CDD of Lakeland - LAKE ALL	ALGAE CONTROL	

#### Service Report



Work Order

Work Order

00016801

Number

Created Date 10/5/2022

Account

Bridgewater CDD of Lakeland

Contact

Lynn Hayes

Address

2525 Village Lakes Blvd

Lakeland, FL 33805

Work Details

Specialist

Comments to

Customer

Assigned

Resource

**DALTON RYAN** 

Work Order Assets

Asset Status Product Work Type Specialist Comments to Customer

Bridgewater CDD of Lakeland - LAKE ALL Inspected

Service Parameters

Asset Product Work Type Specialist Comments to Customer

Bridgewater CDD of Lakeland - LAKE ALL INVASIVES CONTROL Treated lakes and ponds for invasive species

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#### **SERVICES CONTRACT**

**CUSTOMER NAME: Bridgewater CDD** 

SUBMITTED TO: Lynn Hayes

CONTRACT DATE: August 10, 2022 SUBMITTED BY: Jason Jasczak SERVICES: Pond 1 Removal

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. <u>PAYMENT TERMS.</u> The fee for the Services is **\$3,500.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. <u>TERM AND EXPIRATION</u>. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.



4. <u>DISCLAIMER.</u> SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.



- 6. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 7. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 8. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
- 9. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
- 10. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 11. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 12. <u>FUEL/TRANSPORTATION SURCHARGE</u>. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
- 13. <u>E-Verify</u>. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Virginia Beach, VA 23453



Please Mail All Contracts to:	
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Remit All Payments to:	Customer's Address for Notice Purposes:
Date:	Date:
Title:	Title:
Printed Name:	Printed Name:
Signature:	Signature:
SOLITUDE LAKE MANAGEMENT, LLC.	Bridgewater CDD
ACCEPTED AND APPROVED:	



#### **SCHEDULE A - SERVICES**

Cut down, removal and haul off of vegetation within pond 6. See map below.

#### Permitting (when applicable):

- 1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

#### Customer Responsibilities (when applicable):

- 1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

#### General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- 2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water



- quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.



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#### **SERVICES CONTRACT**

**CUSTOMER NAME: Bridgewater CDD** 

SUBMITTED TO: Lynn Hayes

CONTRACT DATE: August 10, 2022 SUBMITTED BY: Jason Jasczak

SERVICES: One Time Removal for Pond 6

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. <u>PAYMENT TERMS.</u> The fee for the Services is **\$4,500.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. <u>TERM AND EXPIRATION</u>. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.



4. <u>DISCLAIMER.</u> SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.



- 6. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 7. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 8. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
- 9. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
- 10. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 11. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 12. <u>FUEL/TRANSPORTATION SURCHARGE</u>. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
- 13. <u>E-Verify</u>. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Virginia Beach, VA 23453



Please Mail All Contracts to:  2844 Crusader Circle Suite 450	
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Remit All Payments to:	Customer's Address for Notice Purposes:
Date:	Date:
Title:	Title:
Printed Name:	Printed Name:
Signature:	Signature:
SOLITUDE LAKE MANAGEMENT, LLC.	Bridgewater CDD
ACCEPTED AND APPROVED:	



#### **SCHEDULE A - SERVICES**

Cutdown, removal and haul off of vegetation within pond 1. See map below.

#### Permitting (when applicable):

- 1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

#### Customer Responsibilities (when applicable):

- 1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

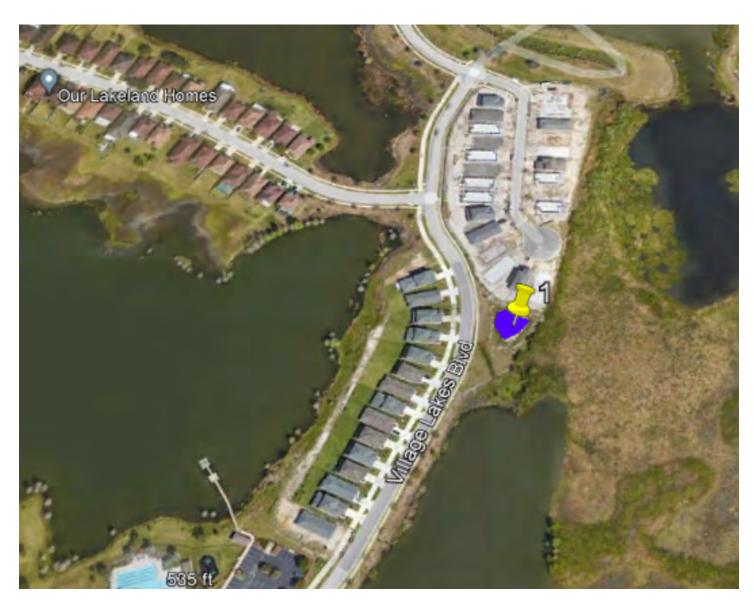
#### General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- 2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water



- quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.





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#### **ADDENDUM TO AN ANNUAL SERVICES CONTRACT**

**CUSTOMER NAME: Bridgewater CDD** 

SUBMITTED TO: Lynn Hayes

CONTRACT SUBMISSION DATE: August 10, 2022

SUBMITTED BY: Jason Jasczak

SERVICES: Add-on's for Annual Maintenance (See Map Below)

This agreement (the "Agreement") is an Addendum to the current Services Contract by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") and will begin on the first of the month following acceptance by the Customer, under the same terms and conditions for the same period as the current Annual Services Contract signed on 12/13/21 except as amended here.

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. <u>PAYMENT TERMS.</u> The Contract Addendum Price is **\$1,821.00**. SOLitude shall invoice Customer **\$151.75 per month** for the Services to be provided under this Addendum. The price indicated in this Addendum shall be billed in addition to the regular monthly contract invoice amount and shall renew with the same terms and for the same time period as the existing contract.

Please Remit All Payments to:

**Customer's Address for Notice Purposes:** 



1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Mail All Contracts to:	
2844 Crusader Circle, Suite 450 Virginia Beach, VA 23453	

#### **SCHEDULE A - SERVICES**

#### <u>Aquatic Weed Control</u>:

- 1. Lake(s) will be inspected on a **one (1) times per month** basis.
- 2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
- 3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

#### **Shoreline Weed Control:**

- 1. Shoreline areas will be inspected on a **one (1) times per month** basis.
- 2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
- 3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.



#### Lake Algae Control:

- 1. Lake(s) will be inspected on a **one (1) times per month** basis.
- 2. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

#### Lake Dve:

1. Lake Dye will be applied to the pond(s) on an as **needed** basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

#### Trash Removal:

1. Trash and light debris will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

#### Service Reportina:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

#### Permitting (when applicable):

- 1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.



#### <u>Customer Responsibilities:</u>

- 1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

#### General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- 2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.





## Tab 5

# BRIDGEWATER CDD

# Landscape Inspection Report



October 11, 2022
Rizzetta & Company
Jason Liggett – Landscape Specialist



#### **General Updates, Recent & Upcoming Maintenance Events, Important Notices**

\* Remind crew to make sure at the Sumps they are hard edging around the drainage structures.

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

 During my inspection I noticed some decline in the Loropetalum on the bridge area on Village Lakes Drive. (Pic 1)



- 2. Brightview to clean out the drain outlet at sump # 32 this is area is now accessible from water.
- 3. Eradicate the weeds coming up through the drain at Sump #29.
- 4. Brightview to located the drain and sump #27 and make sure that it is draining properly. (Pic 4)

- 5. Treat the crack weeds on Superior pass near the metal railing fence in the area leading up to sump #29
- Make sure crews are knocking down the area at the dead end on Torrents Drive on the backside of the railing. We should be able to get about 3 feet to keep off the fence. (Pic 6 Next Page)
- Clear out the drain unit at sump # 36 on Ladoga Drive. This goes for Sump 35 in the same areas as well.



#### Village Lakes Blvd, Geneva Drive, Lure Pass Drive



- 8. Provide the district a price to remove the grasses at Sump 42 and just filling in with turf grass.
- 9. Provide a price to remove the ornamental grasses at Sump 31. Replacing these areas with Bald Cypress totaling 6 at 15 Gallon.
- 10. As the sumps dry up, we need to make sure that we are getting these back under control. We did have quite a few that were not accessible.
- 11. Make sure at Sump 46 that we are mowing the entire sump it look like we can mow further down on the sides of the sump.
- 12. Treat the crack weeds at the Torrents Drive and Maggiore Blvd intersection.
- 13. Remove the browned snapped tree branch on Village Lakes Blvd across from the clubhouse.(Pic 13>)
- 14. Remove the oak tree limb that is damaged and hanging down from the outbound side of Geneva Drive going toward Village Lakes Blvd.
- 15. Treat the crack weeds on Ontario Drive at Sump 72.

- 16. Provide the district a price to remove the 2 dead cypress trees at sump 64.
- 17. Treat the crack weeds at the corner of Geneva Drive and Ontario Way at Sump 60.
- 18. Provide the district a price to remove the Hazardous tree next to home 2325 Caspian Drive on Pond A.(Pic 18)







### Village Lakes Blvd, Geneva Drive, Lure Pass Drive

19. During my inspection I have some concerns on the new section and the tree and plant material. The district has not taken this over yet and most of the trees and plant material are very stressed from lack of irrigation. I would not advise the district to take this over until it is corrected. (Pic 19, 19a)





## Tab 6



## **Quality Site Assessment**

Prepared for: Bridgewater Estates CDD

#### **General Information**

DATE: Monday, Oct 24, 2022

**NEXT QSA DATE:** Friday, Jan 20, 2023

CLIENT ATTENDEES: Lynn Hayes, Michele Lamberti

BRIGHTVIEW ATTENDEES: Theodore Katina

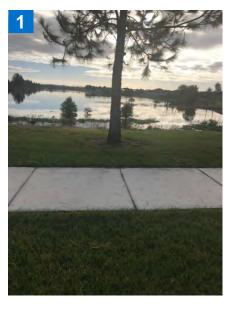
#### **Customer Focus Areas**

# Seven Standards of Excellence Site Cleanliness Weed Free Green Turf Crisp Edges Spectacular Flowers Uniformly Mulched Beds Neatly Pruned Trees & Shrubs





## **Maintenance Items**





- 1 Soft edge all tree rings as needed
- Mowing at sump 11 when it drys up
- 3 Weed control at bridge







## **Recommendations for Property Enhancements**



1 Tree removal along sidewalk at pond A





#### **Notes to Owner / Client**





- There are numerous dumps that have been wet they propy. These should be drying up in the next few weeks and be able to mow.
- 2 Sitting water along sidewalk on east end of Village Lakes Boulevard near Geneva is not irrigation

## **Bridgewater Estates CDD**

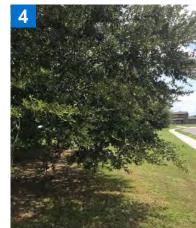


## **Completed Items**



NO PHOTO INCLUDED





- 1 Let's continue to mow up to the grass line at all natural areas
- 2 Let's make sure we're not leaving anymore stuff in the sumps
- Need to add sump 9 to our mowing schedule
- 4 Continue to lift and maintain tree canopies as well as remove sucker growth throughout the community\'s trees.



3





## **Completed Items**







- Plant beds are generally weed free. Continuing our effort to spray and/or remove weed pressure throughout community
- There are a few branches that are stressed and/or damaged. Our teams will remove dead or flagging limbs they can reach from the ground that don't require specialized equipment.
- 7 Trim/remove natural area encroachment to prevent vines and other vegetation from over-taking landscape plant material.

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## AMENDMENT #1 TO LANDSCAPE MAINTENANCE AGREEMENT BETWEEN BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT AND BRIGHTVIEW LANDSCAPE MAINTENANCE, INC.

This Amendment ("Amendment") is entered into as of August 4, 2022 between Bridgewater Community Development District ("Client") and BrightView Landscape Maintenance, Inc. ("Contractor").

WHEREAS, Bridgewater Community Development District and BrightView Landscape Maintenance, Inc. entered into a Landscape Maintenance Agreement dated 3/16/2022.

WHEREAS, Bridgewater Community Development District and BrightView Landscape Maintenance, Inc. desire to amend the Agreement pursuant to the terms of this Amendment.

NOW THEREFORE, in consideration of the mutual covenants contained herein, Bridgewater Community Development District and BrightView Landscape Maintenance, Inc. desire to amend the Agreement as follows:

The Parties intend to add additional work sites and services to Bridgewater Community Development District. The additional Service Visits to the contract shall be amended as follows: See attached map.

- 42 occurrences per year, maintain ponds D, E (including bed on North side), F (including pond bank maintenance), G, H, I, J
- 42 occurrences per year, maintain Bed on the North side of the clubhouse, public easement at new cul-de-sac on the north side of Great Bear Dr., public easement across from pond G, public easement adjacent pond F on the West side, public easement on the north side of Great Bear across from pond F, public easement across from pond D

Total Contract Addition \$2,450.00 per month

This Amendment does not, and shall not be construed to; modify any term or condition of the Agreement other than those specific terms and conditions expressly referenced herein. Capitalized terms not otherwise defined herein shall be as defined in the Agreement. In all other respects, the Agreement shall remain in full force and effect. In the event of any inconsistency or discrepancy between the Agreement and this Amendment, the terms and conditions set forth in this Amendment shall control. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written above.

<b>Bridgewater Community Development District</b>	BrightView Landscape Maintenance LLC
By:	By:
Title: Date:	Title: Date:



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Property Name Bridgewater
Property Address 2525 Village

Bridgewater Estates CDD

Contact

Lynn Hayes

operty Address 2525 Village Lakes Drive Lakeland, FL 33805

To

Bridgewater Estates CDD

Billing Address

CO Rizzetta & Co 3434 Colwell Ave Ste

200

Tampa, FL 33619

Project Name

install Bahia sod

**Project Description** 

install Bahia sod corner of Maggiore and Village lakes

**Scope of Work** 

QTY	UoM/Size	Material/Description
2,730.00	SQUARE FEET	Bahia - Turf Installed (Maggia and Village Lakes) - non irrigated area

For internal use only

 SO#
 7941341

 JOB#
 345303010

 Service Line
 130

- The Contractor shall recognize and perform in accordance with written terms written specifications and drawings only contained or referred to herein. All materials shall conform
- Work Force Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in
- License and Permits Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City State and Federal Governments, as well as all other requirements of law Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on
- Taxes. Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000@limit of liability.
- Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days
- Any illegal trespess, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services. Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate
- Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms. Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing
- 12. Termination: This Work Order may be terminated by the either party with or without cause. upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided or halsel any interest into a significant which the window the window the provided in however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization
- 14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for it the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering: corrective work proposed neterin cannot guarantee exact results. Processional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer.

15 Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care

- Tree & Stump Removal. Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expens
- Waiver of Liability. Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability

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Customer

Property Manager Signature Title Lynn Hayes October 03, 2022 Printed Name Date BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature Title

David Viloria October 03, 2022

Date Printed Name

Job #: 345303010

SO # 7941341 Proposed Price: \$3,589.68





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Property Name Bridgewater Estates CDD Contact Lynn Hayes

Property Address 2525 Village Lakes Drive To Bridgewater Estates CDD

Lakeland, FL 33805 Billing Address CO Rizzetta & Co 3434 Colwell Ave Ste

200

Tampa, FL 33619

Project Name Remove purple queen and replace

Project Description remove purple queen and replace with loropetalum

**Scope of Work** 

QTY	UoM/Size	Material/Description
 216.00	EACH	Loropetalum - Loropetalum Varieties 3 gal. Shrub/perennial Installed
2.00	HOUR	Irrigation Crew
13.00	CUBIC YARD	Bulk Mulch - CUBIC YARD Mulch Installed

For internal use only

 SO#
 7941274

 JOB#
 345303010

 Service Line
 130

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force. Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 3. License and Permits. Contractor shall maintain a Landscape. Contractor's license, if required by State or local law, and will comply with all other license requirements of the City. State and Federal Governments, as we'll as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law. Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the commencement.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Clustomer or not under Clustomer management and control shall be the sole responsibility of the Clustomer
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- 10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions it at at eld thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- Termination This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- 13. Assignment. The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company, which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for it the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hild dein defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering; architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer if the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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Cimiomer

Signature Property Manager
Title

Lynn Hayes October 03, 2022
Printed Name Date

### BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature Title

David Viloria October 03, 2022

Printed Name Date

Job #: 345303010

SO #: 7941274 Proposed Price: \$7,558.74

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Property Name Bridgewater Estates CDD Contact Michele Lamberti

Property Address 2525 Village Lakes Drive To Bridgewater Estates CDD

Lakeland, FL 33805 Billing Address CO Rizzetta & Co 3434 Colwell Ave Ste

200

Tampa, FL 33619

Project Name Tree installation at sump 31.

Project Description Removal of all ornamental grasses at sump 31 and installation of 6 fifteen

gallon bald cypress trees

# **Scope of Work**

QTY	UoM/Size	Material/Description	Unit Price	Total
 6.00	EACH	15 gallon bald cypress	\$165.39	\$992.31
20.00	HOUR	Enhancement Labor	\$69.96	\$1,399.20

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 SO#
 7959485

 JOB#
 345303010

 Service Line
 130

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force. Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 3. License and Permits. Contractor shall maintain a Landscape. Contractor's license, if required by State or local law, and will comply with all other license requirements of the City. State and Federal Governments, as we I is all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law. Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
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- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
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Cimiomer

Signature Title Administrative manager

Michele Lamberti October 24, 2022

Proted Name Date

### BrightView Landscape Services, Inc. "Contractor"

Account Manager, Senior

Signature Title

Theodore P. Katina October 24, 2022

Printed Name Date

Job #: 345303010

SO #: 7959485 Proposed Price: \$2,391.51





Property Name Bridgewater Estates CDD Contact Michele Lamberti

Property Address 2525 Village Lakes Drive To Bridgewater Estates CDD

Lakeland, FL 33805 Billing Address CO Rizzetta & Co 3434 Colwell Ave Ste

200

Tampa, FL 33619

Project Name Tree removal at sump 64

Project Description Removal of 2 declining cypress trees at sump 64

**Scope of Work** 

QTY	UoM/Size	Material/Description
8.00	HOUR	Enhancement Labor

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 SO#
 7959499

 JOB#
 345303010

 Service Line
 130

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Cimiomer

Signature Title Admininstrative manager

Michele Lamberti October 24, 2022

Printed Name Date

### BrightView Landscape Services, Inc. "Contractor"

Account Manager, Senior

Signature Title

Theodore P. Katina October 24, 2022

Printed Name Date

Job #: 345303010

SO #: 7959499 Proposed Price: \$559.68



# Tab 7



# The Bridgewater CDD

# **ENGINEER'S REPORT FOR November 3, 2022 BOARD MEETING**

### Discussion item:

# **Drainage Updates**

- JMT has reviewed all received drainage complaints and prioritized the potential projects for the next fiscal year budget. Currently, remediation to sumps 49, 50, 52, and 53 is the priority project to design, permit and construct within the current budget. A survey is required by SWFWMD for a basis of design for permitting and a signed and sealed drawing is required to obtain proper permits and for bidding. The cost to do the survey for these areas is \$4,000. The design and permitting cost associated is estimated to be between \$4000-\$6500 and can be confirmed once survey is received.
  - The next priority project is Sump 70 in which we already have a survey. Similar permit and design fees apply but due to budget would be anticipated for the 23-24 fiscal year unless the board wishes to speed the project up.
- JMT has inspected the ultimate outfall for the development and contacted FWC for reminder of maintenance on the property they control downstream. However, the control structures are on private property. It is recommended to get into contact with the entity to head off downstream flow issues. To be discussed in detail at the board meeting.

# Tab 8



# **UPCOMING DATES TO REMEMBER**

• Next Meeting: January 5, 2023 @ 1:00 PM

District Manager's Report November 3

2022

FINANCIAL SUMMARY	7/31/2022
General Fund Cash & Investment Balance:	\$201,433
Reserve Fund Cash & Investment Balance:	\$1,148,620
Debt Service Fund Investment Balance:	\$803,081
Total Cash and Investment Balances:	\$2,153,134
General Fund Expense Variance: \$37,084	Under Budget