



Rizzetta & Company

Bridgewater Community Development District

**Board of Supervisors Meeting
November 11, 2021**

**District Office:
5844 Old Pasco Road
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 James Rooney Natalie Holley Terry Warren Robert Gilmore	Chair Vice Chair Assistant Secretary Assistant Secretary 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 advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY), 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

District Office · Wesley Chapel, Florida (813) 944-1001
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.bridgewatercdd.org

November 3, 2021

**Board of Supervisors
Bridgewater Community
Development District**

REVISED 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 11, 2021, at 1:00 p.m.** at the Bridgewater Amenities Center located at 2525 Village Lakes Boulevard, Lakeland, Florida 33805. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS**
- 4. BUSINESS ADMINISTRATION**
 - A.** Consideration of Minutes of the Board of Supervisors Regular Meeting held on September 9, 2021 Tab 1
 - B.** Consideration of Operations & Maintenance Expenditures August, and September 2021 Tab 2
- 5. BUSINESS ITEMS**
 - A.** Update on Vegetation Plantings Project and Consideration of Payments Related to Same
 - B.** Consideration of Aquatics Maintenance Proposals Tab 3
 - C.** Consideration of Process for Resident Vegetation Plantings On District Easements Tab 4
 - D.** Ratification of Addendum to Sump Maintenance Services Agreement Tab 5
 - E.** Presentation of Amended Budget for 2020-2021 Tab 6
 - F.** Consideration of Resolution 2022-01, Amended Budget For 2020-2021 Tab 7
 - G.** Consideration of Consent to Assignment to Rizzetta & Company -Rizzetta Technology Contract Agreement Tab 8
- 6. STAFF REPORTS**
 - A.** District Counsel – Update on Stormwater Reporting Requirements
 - B.** District Engineer
 - 1. Review of Updated Engineer’s Report Tab 9
 - C.** District Manager Report Tab 10
- 7. SUPERVISOR REQUESTS**
- 8. ADJOURNMENT**

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 (813) 994-1001.

Sincerely,

Lynn Hayes

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 9, 2021 at 1:03 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, Chair
James Rooney	Board Supervisor, Vice Chair
Natalie Holley	Board Supervisor, Asst. Secretary <i>(joined at 1:03 p.m.)</i>
Terry Warren	Board Supervisor, Asst. Secretary
Robert Gilmore	Board Supervisor, Asst. Secretary

Also present:

Lynn Hayes	District Manager, Rizzetta & Company, Inc.
Jennifer Kilinski	District Counsel, Hopping Green & Sams, P.A.
Stephen Brletic, P.E.	District Engineer, Johnson, Mirmiran & Thompson
Kirk Wagner	Representative, Aquagenix

Audience Members Present

FIRST ORDER OF BUSINESS

Call 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

A resident asked what type of plantings that were going to be installed and in the CDD lake/pond buffer areas. The District Engineer offered to provide a list of native plants/trees that would be installed to Jacqueline Dunn to distribute to the residents via an email blast. A resident asked a question about drainage at his home and the District Engineer addressed his question and explained there is nothing else that could be done to the current design. The District Engineer and

50 Mr. Wagner indicated the replanting of native plants and trees will begin on
51 September 20, 2021 in CDD buffer areas.

52
53 **FIFTH ORDER OF BUSINESS**

**Consideration of Minutes of the
Board of Supervisors Regular
Meeting held on July 8, 2021**

54
55
56
57 Mr. Hayes presented the July 8, 2021 meeting minutes. There was a change to
58 the individuals listed under roll call. Natalie Holley was in attendance at the July 8th
59 meeting. Also, line 153 and 154 were removed from the minutes.

60
61 On a motion by Ms. Holley, seconded by Mr. Gilmore, with all in favor, the Board of
62 Supervisors approved the Minutes of the Board of Supervisors Regular Meeting held on
63 July 8, 2021 as amended, for the Bridgewater Community Development District.

64
65 **SIXTH ORDER OF BUSINESS**

**Consideration of Operations and
Maintenance Expenditures for June
and July 2021**

66
67
68
69 Mr. Hayes presented the Operations & Maintenance Expenditures for June and
70 July 2021, to the Board of Supervisors.

71
72 On a motion by Mr. Rooney, seconded by Mr. Warren, with all in favor, the Board of
73 Supervisors ratified the Operations & Maintenance payment of the invoices for June 2021
74 (\$18,788.31), and July 2021 (\$23,744.16), for the Bridgewater Community Development
75 District.

76
77 **SEVENTH ORDER OF BUSINESS**

**Consideration of Aquagenix
Lake/Pond Maintenance Agreement**

78
79
80 Mr. Hayes presented the Aquagenix Lake/Pond Maintenance Agreement. He
81 informed the board that they will have to amend the FY 20/21 Budget because of
82 overspending on the vegetation project. Discussion ensued about the Hydrilla and
83 excess vegetation agreement. It was decided by the CDD Board that this would be taken
84 under consideration as a budget line item for the FY 22/23 budget.

85
86 On a motion by Mr. Rooney, seconded by Mr. Warren, with all in favor, the Board of
87 Supervisors approved the Lake/Pond Maintenance Agreement between Aquagenix/DBI
88 and the Bridgewater CDD, for the Bridgewater Community Development District.

89
90 **EIGHTH ORDER OF BUSINESS**

**Ratification of KE Law Group Notice
Joint Letter and Fee Agreement**

91
92
93 Mr. Hayes presented the Board with the KE Group Notice and Law Fee Agreement.

94
95 On a motion by Mr. Gilmore, seconded by Ms. Holley, with all in favor, the Board of ratified
96 the approval of the KE Law Group Notice Joint Letter and Fee Agreement, for the
97 Bridgewater Community Development District.

98
99 **NINTH ORDER OF BUSINESS**

**Discussion of Bridgewater HOA Cost
Share Options**

100
101
102 Ms. Kilinski presented a memo and options for the cost share agreement
103 between the CDD and HOA. Discussion ensued about options by the District Engineer
104 and District Counsel and the CDD Board. The District Engineer agreed to speak with
105 the HOA and HOA landscape vendor to get the current cost breakout for the HOA and
106 CDD portions. The HOA landscape vendor must provide this requested information
107 because public dollars are funding this expense and there is a public records
108 requirement.

109
110 On a motion by Mr. Gilmore, seconded by Ms. Holley, with all in favor, the Board of
111 Supervisors approved option 1 of the memo of the cost share agreement, for the
112 Bridgewater Community Development District.

113
114 **TENTH ORDER OF BUSINESS**

**Ratification of Egis Insurance
Proposal**

115
116
117 Mr. Hayes presented the Board with the Egis Insurance Proposal.

118
119 On a motion by Mr. Rooney, seconded by Mr. Warren, with all in favor, the Board of
120 Supervisors ratified the approval of the Egis Insurance Proposal of \$6,971 for Fiscal Year
121 2021-2022, for the Bridgewater Community Development District.

122
123 **ELEVENTH ORDER OF BUSINESS**

Staff Reports

124
125 **A. District Counsel**

126 Ms. Kilinski provided updates to the changes in law with regards to
127 Wastewater Services and Stormwater Management Needs Analysis
128 requirements and the notice of meetings advertisement requirement. She
129 further explained that the CDD Board could choose to adopt a resolution to
130 waive the requirement to publish a newspaper advertisement for all monthly
131 regular meetings and special meetings and instead just publish one
132 advertisement in the newspaper with the annual meeting schedule and
133 special meetings (as needed) along with posting this information on the
134 CDD website.

135
136 On a motion by Mr. Warren, seconded by Mr. Rooney, with all in favor, the Board of
137 Supervisors agreed to waive the previously adopted Rule 1.3 of the Rules of Procedure to
138 advertise monthly meetings, for the Bridgewater Community Development District.

139
140 **B. District Engineer**

141 Mr. Brletic provided his report with the Board. He explained that the
142 proposed underdrain project at Isabella Court and permitting is on hold until
143 construction of the apartments is completed.

146 **C. District Manager**

147 Mr. Hayes announced that the next regularly scheduled meeting would be
148 held on November 11, 2021 at 1:00 p.m. at the Bridgewater Amenity
149 Center, located at 2525 Village Lakes Boulevard, Lakeland, Florida 33805.

150
151 **THIRTEENTH ORDER OF BUSINESS**

Supervisor Requests

152
153 It was requested by the CDD Board for the HOA or CDD to purchase an
154 American Flag and put it on the wall of the Amenities Center. It was requested that the
155 District Manager remove the old CDD map and post the current Bridgewater CDD
156 ownership & maintenance map on the Bridgewater CDD website.

157
158 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

159
160
161
162
163
164
165
166
167

On a motion by Mr. Gilmore, seconded by Mr. Rooney, with all in favor, the Board of Supervisors adjourned the meeting at 3:00 p.m. for the Bridgewater Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, FL 32819

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

www.bridgewatercdd.org

Operation and Maintenance Expenditures August 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2021 through August 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$43,886.96**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Bridgewater Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CA Florida Holdings, LLC	2897	5893645	Acct #457089 Legal Advertising 06/21	\$ 702.32
Hopping Green & Sams	2885	124302	Legal Services 06/21	\$ 624.50
Johnson, Mirmiran & Thompson, Inc.	2891	12-170991	Engineer Services 02/21	\$ 6,710.00
Johnson, Mirmiran & Thompson, Inc.	2886	16-176356	Engineer Services 06/21	\$ 5,285.00
Johnson, Mirmiran & Thompson, Inc.	2891	17-179086	Engineer Services 07/21	\$ 5,625.00
KE Law Group, PLLC	2892	47	Legal Service 07/21	\$ 463.50
Lakeland Electric	2893	3384948 715827883/21	5800 N RD 33 Summary 06/21 & 07/21	\$ 46.64
LLS Tax Solutions, Inc.	2894	2361	Arbitrage Rebate Calculation Series 2015A-1 PE 06/17/21	\$ 500.00
LLS Tax Solutions, Inc.	2894	2365	Arbitrage Rebate Calculation Series 2015A-2 PE 06/17/21	\$ 500.00
Marsha Faux Property Appraiser	2895	4651806	1% Property Appraiser Fee for 2021 Tax Roll	\$ 11,020.00
Rizzetta & Company, Inc.	2887	INV00000060310	District Management Fees 08/21	\$ 4,910.00
Rizzetta Technology Services, LLC.	2896	INV0000007673	Email/Website Hosting Services 07/21	\$ 175.00
Rizzetta Technology Services, LLC.	2888	INV0000007792	Email/Website Hosting Services 08/21	\$ 175.00

Bridgewater Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Site Masters of Florida, LLC	2889	080721-1	Monthly Mowing Service 7/21	\$ <u>7,150.00</u>
Report Total				\$ <u>43,886.96</u>

**BRIDGEWATER
COMMUNITY DEVELOPMENT DISTRICT**

District Office · Orlando, FL 32819

**Operation and Maintenance Expenditures
September 2021
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from

The total items being presented: **\$34,540.45**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Bridgewater Community Development District

Paid Operation & Maintenance Expenditures
September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CA Florida Holdings, LLC	002905	0004040482	Acct #590484 Legal Advertising 06/21	\$ 702.32
Egis Insurance Advisors, LLC	002908	13940	Florida Insurance Alliance Policy #100119603 FY 19/21	\$ 6,971.00
Hopping Green & Sams	002900	124771	Legal Services 07/21	\$ 1,576.20
Johnson, Mirmiran & Thompson, Inc.	002909	18-179686	Engineer Services 08/21	\$ 2,100.00
KE Law Group, PLLC	002901	134	Legal Services 08/21	\$ 1,551.50
Lakeland Electric	092221	3384948 08/21	5800 N RD 33 Summary 07/21 & 08/21	\$ 48.93
Rizzetta & Company, Inc.	002902	INV0000061110	District Management Fees 09/21	\$ 4,910.00
Rizzetta Technology Services, LLC.	002903	INV0000007884	Email/Website Hosting Services 09/21	\$ 175.00
Sitex Aquatics, LLC	002904	5040B	Monthly Lake Maintenance 07/21	\$ 4,627.00
Sitex Aquatics, LLC	002898	5147B	Monthly Lake Maintenance 08/21	\$ 4,627.00
Villages at Bridgewater Community Association, Inc	002899	210716VAB	CDD Cost Share for Landscape Maint 08/21	\$ 3,625.75
Villages at Bridgewater Community Association, Inc	002906	210816VAB	CDD Cost Share for Landscape Maint 09/21	\$ <u>3,625.75</u>
Report Total				\$ <u>34,540.45</u>

Tab 3



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

THIS AGREEMENT made the date set forth below, by and between **Aquatic Weed Control, Inc.** Hereinafter called "**AWC**", and

Bridgewater CDD
c/o Rizzetta & Company
3434 Colwell Ave Suite #200
Tampa, Fl. 33614
Lynn Hayes 813-994-1001 LHayes@rizzetta.com

11/01/2021 – 12/01/2021

Hereinafter called "**CUSTOMER**". The parties hereto agree as follows:

AWC agrees to maintain the following waterway(s)treatment area(s) in accordance with the terms and conditions of this agreement.

Customer agrees to pay AWC in the following amount and manor:

(8) Waterways associated with Bridgewater CDD

- Initial startup charge	\$ n/a
- Shoreline grass and brush control	\$ 3,979.00 (monthly)
- Submersed and floating vegetation control	\$ 1,853.00 (monthly)
- Cutback planted areas	\$ 416.00 (monthly)
- Additional treatments as required by AWC	\$ Included
- A monthly report of all waterways treated	\$ Included

Total monthly investment \$ 6,248.00

Scheduled treatments will be provided monthly (approximately once every 30 days)

Payments for this service will be due in full within 30 days of the invoice date. Unpaid invoices will accrue interest at 1.5% per month.

Aquatic Weed Control, Inc maintains 2 million dollars general liability, 1 million dollars commercial auto, pollution liability, herbicide/pesticide operations, watercraft liability, workers compensation and 5 million dollars excess umbrella. Certificates will be provided upon request.

ACCEPTANCE OF AGREEMENT

Tad Roman

Aquatic Weed Control, Inc.

Customer's Signature Title

Print Signature Date

Print Company Name



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

Addendum to Water Management Agreement

1. AWC's Water Management Agreement will be conducted in a manner consistent with good water management practice utilizing the following methods and techniques when applicable: Periodic treatments to maintain reasonable control of excessive growth of aquatic vegetation. CUSTOMER understands that some vegetation is required in any body of water to maintain a balanced aquatic ecological system.
2. It is CUSTOMER'S responsibility to notify AWC of all work areas that are required mitigation areas in which desirable plants have been installed. AWC assumes no responsibility for damaged plants where CUSTOMER has failed to notify AWC.
3. Price quoted is null and void if signed agreement is not returned to AWC within 30 days of proposal date.
4. Water use restrictions after treatment are not often required. When restrictions are required, AWC will notify CUSTOMER in writing of all restrictions that apply. AWC will not be held liable for damages resulting from CUSTOMER'S failure to follow water use restrictions.
5. AWC will not be responsible for the manual removal of dead vegetation such as cattails and grass which may take several seasons to decompose.
6. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in the performance of any obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or other cause beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
7. * Upon the anniversary date, this agreement will be automatically extended for additional twelve (12) month periods unless CUSTOMER provides written notice stating otherwise.
8. Either party may cancel this agreement with 30 days prior written notice. Upon cancellation, all outstanding balances will be due in full. CUSTOMER agrees to notify AWC in writing prior to any changes in ownership or property management. Changes in ownership or property management will not constitute termination of this agreement.
9. AWC agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of AWC; however, AWC shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause beyond our control.
10. CUSTOMER agrees to pay AWC in a timely manner, consistent with the terms and conditions of this agreement. Should CUSTOMER fail to make timely payments, AWC may, at its option, charge interest, impose a collection charge and/or file a mechanics lien for all monies past due plus interest, collection costs and reasonable attorney's fees.
11. CUSTOMER agrees to pay any government- imposed tax including sales tax.

ACCEPTANCE OF ADDENDUM

Tad Roman

Aquatic Weed Control, Inc

Customer's Signature

Date

SERVICES CONTRACT

CUSTOMER NAME: Bridgewater CDD

SUBMITTED TO: Lynn Hayes

CONTRACT DATE: October 29, 2021

SUBMITTED BY: Josh McGarry

SERVICES: Pond Maintenance services for the month of November.

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. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. **PAYMENT TERMS.** The fee for the Services is **\$4,417.00**. 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. **TERM AND EXPIRATION.** 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.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



4. DISCLAIMER. 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. INSURANCE AND LIMITATION OF LIABILITY. 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.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



6. FORCE MAJEURE. 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. ANTI-CORRUPTION AND BRIBERY. 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. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. 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. NOTICE. 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. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. 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.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Lynn Hayes

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



SCHEDULE A - SERVICES

ANNUAL LAKE MANAGEMENT SERVICES

Monitoring: Lake Roth, Lake Jane, Lake Serena, Lake Peggy, Lake Hazel, Pond A, Pond B, Pond C.

1. A SOLitude Biologist will visit the site and inspect the lake(s) on a three **(3) times per month** basis during the month of **November**.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections: Lake Roth, Lake Jane, Lake Serena, Lake Peggy, Lake Hazel, Pond A, Pond B, Pond C.

1. A visual inspection of the lake(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Forebays and inflowing or outflowing swales, ditches, and stream channels
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.

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3. Customers will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the lake(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the lake(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the lake(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control: Lake Roth, Lake Jane, Lake Serena, Lake Peggy, Lake Hazel, Pond A, Pond B, Pond C.

1. Lake(s) will be inspected on a three **(3) times per month** basis during the months of **November. All ponds will be inspected and treated a minimum of once monthly.**
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: Lake Roth, Lake Jane, Lake Serena, Lake Peggy, Lake Hazel, Pond A, Pond B, Pond C.

1. Shoreline areas will be inspected on a **three (3) times per month** basis during the months of **November. All ponds will be inspected and treated a minimum of once monthly.**
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

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through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Littoral Shelf Control:

1. Littoral areas will be inspected and treated on an as-needed basis to maintain compliance with governing agencies for the management of all nuisance and exotic species.
2. Maintenance of future littoral plantings may necessitate an increased service level at an additional cost.
3. All Species will be killed in place with an approved herbicide,
4. This proposal does not include debris removal or disposal..

Lake Algae Control:Lake Roth, Lake Jane, Lake Serena, Lake Peggy, Lake Hazel, Pond A, Pond B, Pond C.

1. Lake(s) will be inspected on a three **(4) times per month** basis during the months of **November**.
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.

Service Reporting:

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.

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- 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:

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

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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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Aquatic Special Service Agreement

This Agreement, dated for November 1, 2021, is made between Blue Water Aquatics, Inc. (hereinafter “Blue Water Aquatics”) located at 6727 Trouble Creek Rd. in New Port Richey, FL 34653, and **Bridgewater CDD** (hereinafter the “Customer”), c/o Rizzetta & Company, 3434 Colwell Ave, Ste 200, Tampa, FL 33614.

Both Blue Water Aquatics and the Customer agree to the following terms and conditions:

General Conditions: Blue Water Aquatics will provide **one month** of aquatic management services on behalf of the Customer in accordance with the term and conditions of this agreement at the following location(s):

(8) Waterways 45,170 Linear Feet 152.92 Surface Acres @ NWL

Emergent aquatic weeds, algae, floating aquatic plants around the perimeter from water's edge out approximately 20 feet. Excludes treatment of submersed aquatic vegetation.

Contract Services: Customer agrees to pay Blue Water Aquatics, Inc. the following amount for these specific water management services:

All Labor & Materials \$3,255.00

Contract Term: The term of this Agreement shall be for **one month** as provided herein.

Some waterways appear to have been neglected and will require more than one treatment, which is included in this contract. This contract does not include the physical removal or mowing of cattails, brush or grasses. Property could benefit from Blue Water Aquatics bringing their Marsh Master in to get all the neglected ponds cleaned up. That would be a separate Special Service Agreement, if desired.

Customer is aware that weather conditions such as, but not limited to, rain, cloud cover and wind may cause a delay in service. In which case, Blue Water Aquatics may not service property on a normally scheduled day. It is understood that depending on the length and severity of weather conditions, it may take Blue Water Aquatics varying amounts of time to fulfill all work covered under this Agreement. Blue Water Aquatics will exercise its best judgment for the services needed, based upon growth and existing conditions at that time.

Payment of Services: Customer agrees to pay Blue Water Aquatics within thirty (30) days of invoice for work performed. *Accepted forms of payments are Cash, Check, Zelle or Credit Card (credit card payments will incur a 3.5% credit card fee for every credit card transaction).* Any account over thirty (30) days past due is subject to suspension of future work under this Agreement. The Customer is responsible for all money owed on the account from the time it was established to the time this Agreement is completed. If the account of Customer is not fully paid within sixty (60) days after the date of any invoice for work performed pursuant to this Agreement, Customer will be charged interest at the rate of one and one-half percent (1 ½%) per month until the account is fully paid.

In the event that Blue Water Aquatics shall institute any collection proceedings against Customer with respect to its delinquent account, then Customer agrees to pay to Blue Water Aquatics on demand, an amount which is equal to all costs, charges and expenses paid or incurred by Blue Water Aquatics in pursuing such collection, including, without limitation, all reasonable attorney's fees, court costs and other litigation expenses in connection therewith.

Bridgewater CDD SSA 11-01-2021

HEADQUARTERS: 6727 Trouble Creek Road ■ New Port Richey, FL 34653
Phone: 727-842-2100 ■ Email: Office@BlueWaterAquaticsInc.com



Insurance: Blue Water Aquatics will maintain the following insurance coverage: Workers' Compensation, General Liability, Automotive Liability and Property and Casualty.

Addenda: See attached map, survey, and report (where applicable).

- a. Water chemistry testing shall be conducted at the sole discretion of Blue Water Aquatics, Inc., for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Work as requested by Customer such as trash clean-up, physical cutting and / or plant removal and other manual maintenance can be performed by our staff. Extra service work will be invoiced separately at our current hourly equipment and labor rates. (See above)

Aquatics Consulting: Blue Water Aquatics, Inc. management and personnel are available by appointment for Aquatic demonstrations designed to help understand lake and waterway problems and their respective solutions.

*Virgil, Stoltz, VP/General Manager
Blue Water Aquatics, Inc.*

Customer

11/03/2021
Date

Date



Survey Sheet Bridgewater CDD GEP Surveyed 11-03-2021

<u>POND/SITE #</u>	<u>Linear Feet</u>	<u>Surface Acres @ NWL</u>
Lake Ruth	8,690	29.0
Lake Jane	3,585	10.25
Lake Serena	4,640	13.74
Lake Peggy	8,245	34.34
Lake Hazel	14,780	54.71
Pond A	1,865	3.19
Pond B	2,160	5.62
Pond C	1,205	2.07
Total	45,170	152.92

Bridgewater CDD Site Map



Bridgewater CDD SSA 11-01-2021

HEADQUARTERS: 6727 Trouble Creek Road  New Port Richey, FL 34653
Phone: 727-842-2100  Email: Office@BlueWaterAquaticsInc.com



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

THIS AGREEMENT made the date set forth below, by and between **Aquatic Weed Control, Inc.** Hereinafter called "**AWC**", and

Bridgewater CDD
c/o Rizzetta & Company
3434 Colwell Ave Suite #200
Tampa, Fl. 33614
Lynn Hayes 813-994-1001 LHayes@rizzetta.com

11/01/2021 – 10/31/2022

Hereinafter called "**CUSTOMER**". The parties hereto agree as follows:

AWC agrees to maintain the following waterway(s)treatment area(s) in accordance with the terms and conditions of this agreement.

Customer agrees to pay AWC in the following amount and manor:

(8) Waterways associated with Bridgewater CDD

- Initial startup charge	\$ n/a
- Shoreline grass and brush control	\$ 3,979.00 (monthly)
- Submersed and floating vegetation control	\$ 1,853.00 (monthly)
- Cutback planted areas	\$ 416.00 (monthly)
- Additional treatments as required by AWC	\$ Included
- A monthly report of all waterways treated	\$ Included

Total monthly investment \$ 6,248.00

Scheduled treatments will be provided monthly (approximately once every 30 days)

Payments for this service will be due in full within 30 days of the invoice date. Unpaid invoices will accrue interest at 1.5% per month.

Aquatic Weed Control, Inc maintains 2 million dollars general liability, 1 million dollars commercial auto, pollution liability, herbicide/pesticide operations, watercraft liability, workers compensation and 5 million dollars excess umbrella. Certificates will be provided upon request.

ACCEPTANCE OF AGREEMENT

Tad Roman

Aquatic Weed Control, Inc.

Customer's Signature Title

Print Signature Date

Print Company Name



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

Addendum to Water Management Agreement

1. AWC's Water Management Agreement will be conducted in a manner consistent with good water management practice utilizing the following methods and techniques when applicable: Periodic treatments to maintain reasonable control of excessive growth of aquatic vegetation. CUSTOMER understands that some vegetation is required in any body of water to maintain a balanced aquatic ecological system.
2. It is CUSTOMER'S responsibility to notify AWC of all work areas that are required mitigation areas in which desirable plants have been installed. AWC assumes no responsibility for damaged plants where CUSTOMER has failed to notify AWC.
3. Price quoted is null and void if signed agreement is not returned to AWC within 30 days of proposal date.
4. Water use restrictions after treatment are not often required. When restrictions are required, AWC will notify CUSTOMER in writing of all restrictions that apply. AWC will not be held liable for damages resulting from CUSTOMER'S failure to follow water use restrictions.
5. AWC will not be responsible for the manual removal of dead vegetation such as cattails and grass which may take several seasons to decompose.
6. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in the performance of any obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or other cause beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
7. * Upon the anniversary date, this agreement will be automatically extended for additional twelve (12) month periods unless CUSTOMER provides written notice stating otherwise.
8. Either party may cancel this agreement with 30 days prior written notice. Upon cancellation, all outstanding balances will be due in full. CUSTOMER agrees to notify AWC in writing prior to any changes in ownership or property management. Changes in ownership or property management will not constitute termination of this agreement.
9. AWC agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of AWC; however, AWC shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause beyond our control.
10. CUSTOMER agrees to pay AWC in a timely manner, consistent with the terms and conditions of this agreement. Should CUSTOMER fail to make timely payments, AWC may, at its option, charge interest, impose a collection charge and/or file a mechanics lien for all monies past due plus interest, collection costs and reasonable attorney's fees.
11. CUSTOMER agrees to pay any government- imposed tax including sales tax.

ACCEPTANCE OF ADDENDUM

Tad Roman

Aquatic Weed Control, Inc

Customer's Signature

Date

SERVICES CONTRACT

CUSTOMER NAME: Bridgewater CDD

SUBMITTED TO: Lynn Hayes

CONTRACT EFFECTIVE DATE: December 1, 2021, through November 30, 2022

SUBMITTED BY: Josh McGarry

SERVICES: Monthly pond maintenance contract for five lakes and four ponds totaling 142.88 Surface Acres.

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. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$53,004**. SOLitude shall invoice Customer **\$4,417.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of **twelve (12) months**, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. Billing breakdown is below. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, the Customer will be responsible for immediately paying the remaining portion of annual contract work completed to 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. 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, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by

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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 SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

Contract may be canceled by either party with thirty (30) days written notice. Customer shall be responsible for payment in full for the entire portion of the contract work completed up until the date of early termination. Payment for the final remaining balance shall be due immediately upon final termination of this contract under this clause.

4. DISCLAIMER. 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.

Customers 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.

5. INSURANCE AND LIMITATION OF LIABILITY. 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

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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. FORCE MAJEURE. 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. ANTI-CORRUPTION AND BRIBERY. 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. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. 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. NOTICE. 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. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. 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.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Lynn Hayes

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - SERVICES

ANNUAL LAKE MANAGEMENT SERVICES

Monitoring: Lake Roth, Lake Jane, Lake Serena, Lake Peggy, Lake Hazel, Pond A, Pond B, Pond C.

1. A SOLitude Biologist will visit the site and inspect the lake(s) on an **three (3) times per month** basis during the months of **December through November**.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections: Sites #1 through #109 and #112 through #125.

1. A visual inspection of the lake(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Forebays and inflowing or outflowing swales, ditches, and stream channels
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.

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3. Customers will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the lake(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the lake(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the lake(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control: Lake Roth, Lake Jane, Lake Serena, Lake Peggy, Lake Hazel, Pond A, Pond B, Pond C.

1. Lake(s) will be inspected on an **three (3) times per month** basis during the months of **December through November. All ponds will be inspected and treated a minimum of once monthly.**
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: Lake Roth, Lake Jane, Lake Serena, Lake Peggy, Lake Hazel, Pond A, Pond B, Pond C.

1. Shoreline areas will be inspected on an **three (3) times per month** basis during the months of **December through November. All ponds will be inspected and treated a minimum of once monthly.**
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

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through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Preserve Maintenance: (Sites 100 & 111)

1. Company will conduct monthly events on the designated detention/wetland areas.
2. The treatment will include all FLEPPC Category 1 & 2 species and nuisance vines.
3. All Species will be killed in place with an approved herbicide,

Littoral Shelf Control:

1. Littoral areas will be inspected and treated on an as-needed basis to maintain compliance with governing agencies for the management of all nuisance and exotic species.
2. Maintenance of future littoral plantings may necessitate an increased service level at an additional cost.
3. All Species will be killed in place with an approved herbicide,
4. This proposal does not include debris removal or disposal.

Buffer Management:

1. Buffer vegetation (Cogon Grass) will be selectively treated quarterly to limit any growth of unwanted vegetation and to maintain the beneficial aquatic and upland vegetation found within the buffer areas along the edge of the lake. This service is provided in order to maintain the lake buffers in a natural, yet desirable appearance.

Lake Algae Control:

1. Lake(s) will be inspected on an **three (3) times per month** basis during the months of **December through November. All ponds will be inspected and treated a minimum of once monthly.**
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.

Service Reporting:

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

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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:

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.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



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.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLITUDE Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLITUDE Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Aquatic Management Agreement

This Agreement, dated for December 1, 2021, is made between Blue Water Aquatics, Inc. (hereinafter “Blue Water Aquatics”) located at 6727 Trouble Creek Rd. in New Port Richey, FL 34653, and **Bridgewater CDD** (hereinafter the “Customer”), c/o Rizzetta & Company, 3434 Colwell Ave, Ste 200, Tampa, FL 33614.

Both Blue Water Aquatics and the Customer agree to the following terms and conditions:

General Conditions: Blue Water Aquatics will provide aquatic management services on behalf of the Customer in accordance with the term and conditions of this agreement at the following location(s):

(8) Waterways 45,170 Linear Feet 152.92 Surface Acres @ NWL

Contract Term: The term of this Agreement shall be for twelve (12) consecutive months unless sooner terminated as provided herein.

Contract Services: Customer agrees to pay Blue Water Aquatics, Inc. the following amounts during the term of this Agreement for these specific waterway management services:

⇒ Monthly Maintenance Program for Aquatic Weeds/Algae <i>Emergent Aquatic Weeds, Algae, Floating Aquatic Plants</i> <i>Around the perimeter from water’s edge out approximately 20 feet</i>	\$3,255.00/month
⇒ Invasive Non-Native Plant Control <i>Excludes Treatment of Submersed Aquatic Vegetation</i>	Included
⇒ Border Grass and Brush Control	Included
⇒ Algae and Submersed Aquatic Weed Control	Included
⇒ Pond Dye program (Where Needed)	Included
⇒ Water Testing (See Addendum)	Included
⇒ Aquatics Consulting	Included
⇒ Management Reporting	Included
Total Yearly Contract Amount Pond / Mitigation Maintenance	\$39,060.00/year

Pond Maintenance – Twelve (12) Inspections per Year, with treatments performed as necessary. Follow-up treatments performed at no additional cost.

Customer is aware that weather conditions such as, but not limited to, rain, cloud cover and wind may cause a delay in service. In which case, Blue Water Aquatics may not service property on a normally scheduled day. It is understood that depending on the length and severity of weather conditions, it may take Blue Water Aquatics varying amounts of time to fulfill all work covered under this Agreement. Blue Water Aquatics will exercise its best judgment for the services needed, based upon growth and existing conditions at that time.

Payment of Services: Customer agrees to pay Blue Water Aquatics within thirty (30) days of invoice for work performed. *Accepted forms of payments are Cash, Check, Zelle or Credit Card (credit card payments will incur a 3.5% credit card fee for every credit card transaction).* Any account over thirty (30) days past due is subject to suspension of future work under this Agreement. The Customer is responsible for all money owed on the account from the time it was established to the time Blue Water Aquatics receives a written notice of termination of services under the terms of this Agreement. If the account of Customer is not fully paid within



sixty (60) days after the date of any invoice for work performed pursuant to this Agreement, Customer will be charged interest at the rate of one and one-half percent (1 ½%) per month until the account is fully paid.

In the event that Blue Water Aquatics shall institute any collection proceedings against Customer with respect to its delinquent account, then Customer agrees to pay to Blue Water Aquatics on demand, an amount which is equal to all costs, charges and expenses paid or incurred by Blue Water Aquatics in pursuing such collection, including, without limitation, all reasonable attorney's fees, court costs and other litigation expenses in connection therewith.

Early Termination: In the event that either party believes the other party has materially breached any obligations under this Agreement (except for failing to pay an invoice when due), such party shall so notify the breaching party in writing of such breach. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within the stated period, the non-breaching party shall have the right to terminate the Agreement without further notice.

Insurance: Blue Water Aquatics will maintain the following insurance coverage: Workers' Compensation, General Liability, Automotive Liability and Property and Casualty.

Automatic Renewal: This agreement shall automatically renew for a term equal to its original term unless written notice of termination has been received. **Annual Increase:** Beginning on the first anniversary of the contract commencement date and annually thereafter on each anniversary, the contract price shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index for such year, but not to exceed a maximum of 5% per year in the aggregate. The Consumer Price Index (all goods and services, all urban consumers, U.S. City Average) published by the United States Department of Labor Bureau of Labor Statistics ("CPI-U") shall be the index for adjustment.

Written Notice: All written notices under the terms of this Agreement shall be sent Certified U.S. Mail, Return Receipt Requested, to the principal place of business of the party being noticed (as indicated herein above).

Addenda: See attached map, survey, and report (where applicable).

- a. Water chemistry testing shall be conducted at the sole discretion of Blue Water Aquatics, Inc., for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Work as requested by Customer such as trash clean-up, physical cutting and / or plant removal and other manual maintenance can be performed by our staff. Extra service work will be invoiced separately at our current hourly equipment and labor rates.

Aquatics Consulting: Blue Water Aquatics, Inc. management and personnel are available by appointment for Aquatic demonstrations designed to help understand lake and waterway problems and their respective solutions.

Virgil, Stoltz, VP/General Manager
Blue Water Aquatics, Inc.

Customer

11/03/2021
Date

Date

Survey Sheet Bridgewater CDD GEP Surveyed 11-03-2021

<u>POND/SITE #</u>	<u>Linear Feet</u>	<u>Surface Acres @ NWL</u>
Lake Ruth	8,690	29.0
Lake Jane	3,585	10.25
Lake Serena	4,640	13.74
Lake Peggy	8,245	34.34
Lake Hazel	14,780	54.71
Pond A	1,865	3.19
Pond B	2,160	5.62
Pond C	1,205	2.07
Total	45,170	152.92

Bridgewater CDD Site Map



Bridgewater CDD WWM 12-01-2021

HEADQUARTERS: 6727 Trouble Creek Road New Port Richey, FL 34653
 Phone: 727-842-2100 Email: Office@BlueWaterAquaticsInc.com

Tab 4

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
Variance Application Report

Applicant: _____

Application date: _____

Part 1: To be Completed by the District Engineer

Was an in-person inspection necessary?

Yes; date completed: _____ No

Recommendation:

Approve

Approve with conditions (list here): _____

Deny (provide reason(s) here): _____

Signature of District Engineer

Date

Part 2: To be Completed by the District

Based on a review of the Variance Application and the recommendation of the District Engineer, the District:

Approves the Variance Application

Approves the Variance Application with the conditions listed above

Denies the Variance Application (provide reason(s) here): _____

Signature of District Manager

Date

Part 3: To be Completed by the District Engineer (Post-Installation Review)

The improvements as installed are compliant non-compliant with the District's approval.

Signature of District Engineer

Date

Note to Staff

Please attach the Variance Application, along with any attachments, to this form and retain in the District records.

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
Policy for Variance Applications for Installation of
Landscaping Improvements within District Easements

Effective: _____

1. If a resident desires to install landscape improvements within an easement area owned by Bridgewater Community Development District (the “District”), the resident must:
 - a. Submit a written variance application to the District Manager or his or her designee prior to commencement of such installation, in the form included herein as **Attachment A**. The application must be made by the owner of the property and must contain, at a minimum, the following information:
 - i. The contact information of the person making the variance application;
 - ii. The lot number or street address of the lot on which the improvement is to be installed;
 - iii. A description of the improvement(s) to be installed, including the species of all proposed plants and/or trees;
 - iv. A diagram showing the proposed location of the improvement(s); and
 - v. The requested commencement date of the installation of said improvement(s).
 - b. Pay an application fee of \$_____ to offset the District’s cost of processing the variance application.
2. Proposed plantings, including aquatic or wetland plants, groundcovers, annuals, perennials, shrubs, palms, and/or trees must be species native to Florida. Residents are encouraged, but not required, to visit the University of Florida – IFAS website, available at https://edis.ifas.ufl.edu/entity/topic/native_plants, for assistance in identifying appropriate native species.
3. The District Engineer shall review the variance application to determine if the proposed improvement(s) would have a negative impact on any District improvements, including the stormwater management system. Such review may include, in the District Engineer’s discretion, conducting an in-person site inspection. The District Engineer shall recommend one of the following actions:
 - a. Approve the variance application, with or without conditions; or
 - b. Deny the variance application.
4. If the District Engineer recommends denying the application, District staff shall notify the applicant that the variance application was denied and that the proposed improvements may not be installed within the District Easement(s).
5. If the District Engineer recommends approving the application, unless other considerations necessitate denying the application, District staff shall coordinate execution of a variance agreement in substantially the form attached hereto as **Attachment B**, with such revisions as may be deemed necessary and approved by District Counsel, in consultation with District staff. Upon execution of the agreement, District staff shall record the agreement in the Official Records of Polk County. At the conclusion of the installation of any approved improvements, the District Engineer shall conduct a post-installation review to certify that the improvements do not exceed the scope of the approval.
6. There shall be no requirement to bring the variance application before the Board of Supervisors for approval, unless the District Engineer decides that extraordinary circumstances warrant Board consideration.

7. The District's approval of a variance application constitutes approval from the District only. The resident is responsible for obtaining any other necessary approvals, permits and authorizations, including but not limited to approvals from an HOA, Polk County, and any other entities having an interest in the property, as applicable.
8. If improvements are constructed within a District Easement or on District property without prior approval, including improvements that exceed the scope of any prior approval, the District reserves the right to require the resident to remove, relocate, or modify the improvement(s) at the resident's sole expense. If the resident is unresponsive to the District's requests, the District may remove said improvement(s) on its own and charge the resident the cost of said removal. The District also reserves the right to take any appropriate legal action to enforce its rights under this policy or to collect any costs due.
9. If improvements are constructed with approval within a District Easement but at some point in the future, said improvements threaten the health, safety or welfare of residents or District improvements, the District will make every reasonable effort to contact the landowner to work to resolve the issues but may, in its reasonable discretion, modify or remove the landowner's improvements immediately to protect said interests.

Attachment A

**BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
Variance Application**

for Installation of Landscaping Improvements within District Easements

Bridgewater Community Development District owns and maintains the stormwater management system within the community, which includes the lakes and shorelines behind many residents' homes. Property owners seeking to make landscaping improvements along the shoreline must fill out this Variance Application and return the completed form, along with the application fee and a sketch of the plan with a list of species, to the District Offices at the address below. All Variance Requests will be reviewed in accordance with the District's Policy for Installation of Landscape Improvements within District Easements.

Name of Owner: _____

Address: _____

Telephone: _____ Email: _____

Description of proposed improvements (attach a survey sketch showing the proposed location of the improvements and a complete list of the species to be planted): _____

Proposed installation commencement date: _____

Acknowledgements (please initial by each):

_____ I acknowledge that I must pay a \$_____ application fee. If I do not, my application may be denied without further consideration.

_____ I acknowledge that any approval is only for the improvement(s) and species specified in this request, and that upon completion of the installation, the District Engineer must certify that the improvements do not exceed the scope of any approval. If my plans change, I must file a new variance request.

_____ I acknowledge that approval of this variance application is approval from the Bridgewater Community Development District only, and that I am responsible for obtaining any other necessary approvals, including but not limited to approvals from any HOA, County, or any other entity having an interest in the property, as applicable.

_____ I acknowledge that if this variance application is approved, I will be required to execute a Variance Agreement, which will be recorded in the official records of Polk County, Florida. No improvements may be installed until the Variance Agreement is executed and recorded.

_____ I acknowledge that this variance application must be made by the legal owner of the property. I certify that I am the legal owner of the property.

Owner's Signature

Print Name

Date

Please submit this completed form with survey sketch and species list to the District Manager by email at lhaves@rizzetta.com or by mail at Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

Attachment B

After recording, please return to:
Rizzetta & Company, Inc.
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544

VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS WITHIN DISTRICT EASEMENT

This *Variance Agreement for Installation of Improvements within District Easements* (“**Agreement**”) is entered into as of this _____ day of _____, 20____, by and among _____ (“**Owner**”) and the Bridgewater Community Development District (“**District**”), a local unit of limited special purpose government created pursuant to Chapter 2006-360, Laws of Florida, as amended.

WITNESSETH:

WHEREAS, Owner is the owner of Lot _____, (“**Lot**”), as per the plat (“**Plat**”) of _____, recorded as Instrument Number _____, of the Public Records of Polk County, Florida (“**Property**”); and

WHEREAS, Owner desires to install certain improvements described as _____ (“**Improvements**”) within a District easement (“**Easement**”) abutting Owner’s Lot (“**License Area**”), as shown on the Plat; and

WHEREAS, due to the District’s legal interests in the Easement, among other reasons, Owner requires the District’s consent before installing Improvements within the License Area; and

WHEREAS, the District has consented to the installation of the Improvements within the License Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
2. **License for Improvements Installation & Maintenance; Limitation.** Subject to the terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install and maintain removable Improvements on the License Area.
3. **Owner Responsibilities.** The Owner has the following responsibilities:
 - a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.
 - b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).

- c. The District, by entering into this Agreement, does not represent that the District has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any applicable permits and approvals relating to the work (including but not limited to any approvals of any applicable homeowner's association as well as any other necessary legal interests and approvals).
 - d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of District or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the District for such repairs, at the District's option.
 - e. Owner's exercise of rights hereunder shall not interfere with District's rights under the Easement. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipe or utilities that may be located within the Easement. It shall be Owner's responsibility to locate and identify any such stormwater improvements and/or utilities. Further, the Owner shall pay a licensed and insured professional contractor to mark any existing improvements and/or utilities prior to installation of the Improvements.
 - f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and care of any such Improvements and agrees to maintain the Improvements in good condition.
 - g. Additionally, the Owner shall keep the License Area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.
4. **Removal and/or Replacement of Improvements.** The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the District in the Easement(s) described above and agrees never to deny such interest or to interfere in any way with District's use. Owner will exercise the privilege granted herein at Owner's own risk, and agrees that Owner will never claim any damages against District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owner further acknowledges that, without notice, the District may remove all, or any portion or portions, of the Improvements installed upon the License Area at Owner's expense, and that the District is not obligated to return or re-install the Improvements to their original location and is not responsible for any damage to the Improvements, or their supporting structure as a result of the removal.
5. **Indemnification.** Owner agrees to indemnify, defend and hold harmless Polk County, the Southwest Florida Water Management District, and the District, as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word “Owner” is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns.
7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
8. **Default.** A default by either party under this Agreement – including but not limited to Owner’s failure to meet its obligations under Section 3 above – shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.
9. **Attorney’s Fees & Costs.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney’s fees and costs.
10. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and date first above written.

Witnesses:

Owner

By: _____

By: _____

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 20____, by _____. He/she is personally known to me or produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[signatures continue on following page]

Witnesses:

Bridgewater Community Development District

By: _____

By: _____

Print Name: _____

Chairperson of the Board of Supervisors

By: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____, as Chairperson of the Board of Supervisors of the Bridgewater Community Development District, on behalf of said district. He/She is personally known to me or produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[end of signature pages]

Tab 5

ADDENDUM TO SUMP MAINTENANCE SERVICES AGREEMENT

THIS ADDENDUM (“**Addendum**”) is made and entered into to be effective this 11th day of November, 2021, by and between:

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

Site Masters of Florida, LLC, a Florida limited liability corporation, with a mailing address of 5551 Bloomfield Boulevard, Lakeland, Florida 33810 (“**Contractor**”, and together with District, “**Parties**”).

RECITALS

WHEREAS, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the Parties previously entered into that certain *Agreement for Sump Maintenance Services*, dated June 1, 2021, as amended from time to time (“**Agreement**”); and

WHEREAS, Section 21 of the Agreement provides that the Agreement may be amended by an instrument in writing executed by both the District and the Contractor; and

WHEREAS, the parties desire to amend Exhibit A of the Agreement to include an additional service area (“**Additional Services**”) by and through this Addendum; and

WHEREAS, each of the Parties has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each of the Parties has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each of the Parties hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Addendum.

SECTION 2. Exhibit A of the Agreement is hereby amended to include the Additional Services identified in **Exhibit A** attached hereto.

SECTION 3. Contractor agrees that the Additional Services referenced above and as identified in **Exhibit A** attached hereto will be provided without additional compensation.

SECTION 4. Except as specifically amended above, the Agreement shall remain in full force and effect, unaltered by this Addendum.

IN WITNESS WHEREOF, the Parties execute this Addendum to be effective as of the date set forth above.

ATTEST:

**BRIDGEWATER COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

- Secretary
- Assistant Secretary

By: _____

- Chairperson
- Vice Chairperson

Date: _____

ATTEST:

SITE MASTERS OF FLORIDA, LLC

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Exhibit A: Additional Services

EXHIBIT A
Additional Services

Landscaping of the Sump 50 area, as outlined in red below.



Tab 6

**Amended Budget
Bridgewater Community Development District
General Fund
Fiscal Year 2020/2021**

Chart of Accounts Classification	Budget for 2020/2021	Proposed 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)	\$ 50,550	\$ 160,000
TOTAL REVENUES AND BALANCE FORWARD	\$ 315,425	\$ 424,875
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	\$ 10,000	\$ 10,000
Disclosure Report	\$ 5,000	\$ 5,000
Trustees Fees	\$ 4,000	\$ 4,000
Financial & Revenue Collections	\$ 5,250	\$ 5,250
Assesment Roll	\$ 5,250	\$ 5,250
Accounting Services	\$ 22,000	\$ 22,000
Auditing Services	\$ 3,500	\$ 3,500
Arbitrage Rebate Calculation	\$ 1,000	\$ 1,000
Miscellaneous Mailings	\$ 100	\$ 100
Public Officials Liability Insurance	\$ 2,536	\$ 2,536
Legal Advertising	\$ 4,000	\$ 4,000
Dues, Licenses & Fees	\$ 175	\$ 175
Miscellaneous Fees	\$ 300	\$ 300

**Amended Budget
Bridgewater Community Development District
General Fund
Fiscal Year 2020/2021**

Chart of Accounts Classification	Budget for 2020/2021	Proposed Amended Budget
Website Hosting, Maintenance, Backup (and Email)	\$ 3,500	\$ 3,500
Legal Counsel		
District Counsel	\$ 15,000	\$ 15,000
Administrative Subtotal	\$ 119,281	\$ 119,281
EXPENDITURES - FIELD OPERATIONS		
Electric Utility Services		
Utility Services	\$ 400	\$ 400
Stormwater Control		
Stormwater System Maintenance	\$ 80,352	\$ 80,352
Aquatic Maintenance	\$ 55,524	\$ 55,524
Other Physical Environment		
Property Insurance & GL Insurance	\$ 4,359	\$ 4,359
Entry & Walls Maintenance	\$ 2,000	\$ 2,000
Landscape Maintenance	\$ 43,509	\$ 43,509
Miscellaneous Contingency	\$ 10,000	\$ 119,450
Field Operations Subtotal	\$ 196,144	\$ 305,594
TOTAL EXPENDITURES	\$ 315,425	\$ 424,875
EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -

**Amended Budget
Bridgewater Community Development District
Reserve Fund
Fiscal Year 2020/21**

Chart of Accounts Classification	Budget for 2020/2021
REVENUES	
Interest Earnings	
Interest Earnings	\$ -
Special Assessments	
Tax Roll*	\$ -
Off Roll*	\$ -
TOTAL REVENUES	\$ -
Balance Forward from Prior Year	\$ 300,000
TOTAL REVENUES AND BALANCE FORWARD	\$ 300,000
EXPENDITURES	
Contingency	
Capital Reserves	\$ 300,000
TOTAL EXPENDITURES	\$ 300,000
EXCESS OF REVENUES OVER EXPENDITURES	\$ -

Tab 7

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2020/21; PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 9, 2020, the Board of Supervisors of the Bridgewater Community Development District (“**Board**”), adopted Resolution 2021-06 providing for the adoption of the District’s Fiscal Year 2020/21 annual budget (“**Budget**”); and

WHEREAS, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual appropriations of the Budget; and

WHEREAS, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2020-09 authorize the Board to amend the Budget within sixty (60) days following the end of the Fiscal Year 2020/21; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations; and

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

1. BUDGET AMENDMENT.

- a. The Board has reviewed the District Manager’s 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 2020/21.
- 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, 2021, as amended and adopted by the Board of Supervisors effective November 11, 2021.”

2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the Bridgewater Community Development District, the fiscal year beginning October 1, 2020, and ending September 30, 2021, the sums set forth below, to be raised by special assessments, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$424,875.00
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3. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2020-09, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2020-09 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

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

5. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

Introduced, considered favorably, and adopted this 11th day of November, 2021.

ATTEST:

**BRIDGEWATER COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended Fiscal Year 2020/21 Budget

**Amended Budget
Bridgewater Community Development District
General Fund
Fiscal Year 2020/2021**

Chart of Accounts Classification	Budget for 2020/2021	Proposed 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)	\$ 50,550	\$ 160,000
TOTAL REVENUES AND BALANCE FORWARD	\$ 315,425	\$ 424,875
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	\$ 10,000	\$ 10,000
Disclosure Report	\$ 5,000	\$ 5,000
Trustees Fees	\$ 4,000	\$ 4,000
Financial & Revenue Collections	\$ 5,250	\$ 5,250
Assesment Roll	\$ 5,250	\$ 5,250
Accounting Services	\$ 22,000	\$ 22,000
Auditing Services	\$ 3,500	\$ 3,500
Arbitrage Rebate Calculation	\$ 1,000	\$ 1,000
Miscellaneous Mailings	\$ 100	\$ 100
Public Officials Liability Insurance	\$ 2,536	\$ 2,536
Legal Advertising	\$ 4,000	\$ 4,000
Dues, Licenses & Fees	\$ 175	\$ 175
Miscellaneous Fees	\$ 300	\$ 300

**Amended Budget
Bridgewater Community Development District
General Fund
Fiscal Year 2020/2021**

Chart of Accounts Classification	Budget for 2020/2021	Proposed Amended Budget
Website Hosting, Maintenance, Backup (and Email)	\$ 3,500	\$ 3,500
Legal Counsel		
District Counsel	\$ 15,000	\$ 15,000
Administrative Subtotal	\$ 119,281	\$ 119,281
EXPENDITURES - FIELD OPERATIONS		
Electric Utility Services		
Utility Services	\$ 400	\$ 400
Stormwater Control		
Stormwater System Maintenance	\$ 80,352	\$ 80,352
Aquatic Maintenance	\$ 55,524	\$ 55,524
Other Physical Environment		
Property Insurance & GL Insurance	\$ 4,359	\$ 4,359
Entry & Walls Maintenance	\$ 2,000	\$ 2,000
Landscape Maintenance	\$ 43,509	\$ 43,509
Miscellaneous Contingency	\$ 10,000	\$ 119,450
Field Operations Subtotal	\$ 196,144	\$ 305,594
TOTAL EXPENDITURES	\$ 315,425	\$ 424,875
EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -

**Amended Budget
Bridgewater Community Development District
Reserve Fund
Fiscal Year 2020/21**

Chart of Accounts Classification	Budget for 2020/2021
REVENUES	
Interest Earnings	
Interest Earnings	\$ -
Special Assessments	
Tax Roll*	\$ -
Off Roll*	\$ -
TOTAL REVENUES	\$ -
Balance Forward from Prior Year	\$ 300,000
TOTAL REVENUES AND BALANCE FORWARD	\$ 300,000
EXPENDITURES	
Contingency	
Capital Reserves	\$ 300,000
TOTAL EXPENDITURES	\$ 300,000
EXCESS OF REVENUES OVER EXPENDITURES	\$ -

Tab 8

**CONSENT TO ASSIGNMENT OF THE
CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES BY
AND BETWEEN BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT AND
RIZZETTA TECHNOLOGY SERVICES, LLC. TO
RIZZETTA & COMPANY**

THIS ASSIGNMENT AND AMENDMENT (“Assignment”) is made and entered into this 11th day of November, 2021 by and between, Rizzetta Technology Services, LLC. Whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 (“**Assignor**”); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 (“**Assignee**”); and Bridgewater Community Development District a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Polk County Florida, whose address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 (the “**District**”).

RECITALS

WHEREAS, Assignor and the District previously entered into that certain *Professional Technology Services contract*, dated September 12, 2019, (the “**Agreement**”); and

WHEREAS, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

WHEREAS, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District, Assignee, and Assignor agree as follows:

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor’s assignment of the Agreement to Assignee.



Rizzetta & Company

3. ASSIGNEE'S ACCEPTANCE OF LIABILITY. Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

4. NOTICES. Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

A. If to the District: Bridgewater Community Development District
5844 Old Pasco Road
Suite 100
Wesley Chapel, Florida 33544
Attn: District Manager

With a copy to: KE Law Group
PO Box 6386
Tallahassee, FL 32314
Attn: District Counsel

B. If to Assignee: Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614
Attn: CDD Legal

5. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

Bridgewater Community Development District

By: _____
Print Name: _____
Its: Chairman or Vice Chairman

Assignor: Rizzetta Technology Services, LLC.

By: William J. Rizzetta
Print Name: William J. Rizzetta
Its: President

Assignee: Rizzetta & Company, Inc.

By: William J. Rizzetta
Print Name: William J. Rizzetta
Its: President



Rizzetta & Company

Tab 9



The Bridgewater CDD

ENGINEER'S REPORT FOR November 11, 2021 BOARD MEETING

Discussion item:

Lake Bank Vegetation Maintenance

Since construction has commenced periodic site visits have been conducted by JMT staff with the vendor. Weekly reports have been submitted by the vendor. However, as of 10/22, DBI has gone out of business and closed its doors completely. JMT is working with District staff to bridge the gap to complete the project. Removal of invasive vegetation is approximately 100% complete. Planting of native buffer and wetland plants per the anticipated schedule and is almost complete. JMT is scheduled to perform a substantial completion of the project on October 29th to determine what scope is required to complete the job and to meet with subcontractors to potentially finish the rest of the project which is anticipated to take 2 more weeks.

Tab 10



UPCOMING DATES TO REMEMBER

- **Next Meeting:** January 6, 2022 @ 1:00 PM
- **FY 2020-2021 Audit Completion Deadline:** June 30, 2022
- **Next Election (Seat 3 Terry Warren, Seat 4 Robert Gilmore, Seat 5 James Rooney):** November 9, 2022

District
Manager's
Report

November 11

2021

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<u>FINANCIAL SUMMARY</u>	<u>9/30/2021</u>
General Fund Cash & Investment Balance:	\$140,055
Reserve Fund Cash & Investment Balance:	\$1,378,533
Debt Service Fund Investment Balance:	\$897,721
Total Cash and Investment Balances:	\$2,416,309
General Fund Expense Variance: \$58,625	Over Budget