



Rizzetta & Company

# **Bridgewater Community Development District**

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## **Board of Supervisors' Meeting September 1, 2022**

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

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

**BRIDGEWATER  
COMMUNITY DEVELOPMENT DISTRICT**

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

<b>Board of Supervisors</b>	Thomas Temple James Rooney Natalie Holley Terry Warren Robert Gilmore	Chair Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Lynn Hayes	Rizzetta & Co., Inc.
<b>District Counsel</b>	Jennifer Kilinski	KE Law Group
<b>District Engineer</b>	Stephen Brletic, P.E.	Johnson, Mirmiran & Thompson, Inc.

**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) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

**BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT**

District Office · Wesley Chapel, Florida (813) 994-1001

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

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

August 26, 2022

**Board of Supervisors  
Bridgewater Community  
Development District**

**FINAL AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Bridgewater Community Development District will be held on **Thursday, September 1, 2022, 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 July 7, 2022..... Tab 1
  - B.** Consideration of Operations & Maintenance Expenditures June and July 2022..... Tab 2
  - C.** Presentation of Aquatics Reports..... Tab 3
  - D.** Presentation of Brightview Mowing Report (USC)..... Tab 4
  - E.** Presentation of Landscape Inspection Services Report And Landscaper Comments..... Tab 5
  - F.** Consideration of Resolution 2022-07, Amending Fiscal Year 2022-2023 Final Budget ..... Tab 6
  - G.** Consideration of the First Addendum to the Professional District Services Contract..... Tab 7
- 5. BUSINESS ITEMS**
  - A.** Consideration of Quote to Remove Turbidity Curtains ..... Tab 8
  - B.** Discussion of Conveyances for Villages 12,13 and 14
  - C.** Consideration of Solitude Pond 1 Proposal..... Tab 9
  - D.** Consideration of Solitude Pond 6 Proposal..... Tab 10
  - E.** Consideration of the First Addendum to the Solitude Services Contract..... Tab 11
  - F.** Consideration of Quote for Sod Installation at Sump 51 ... Tab 12
  - G.** Consideration of Brightview Quote to Install Pine Needle in Sumps (USC)..... Tab 13
  - H.** Consideration of Brightview Proposal for Pond E and F Clean-up ..... Tab 14

**6. STAFF REPORTS**

**A.** District Counsel

**B.** District Engineer

1. Review of Updated Engineer's Report..... Tab 15

**C.** District Manager Report ..... Tab 16

**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 (819) 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, July 7, 2022, 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	<b>Board Supervisor, Chair</b>
James Rooney	<b>Board Supervisor, Vice Chair</b>
Terry Warren	<b>Board Supervisor, Asst. Secretary</b>
Robert Gilmore	<b>Board Supervisor, Asst. Secretary</b>
Natalie Holley	<b>Board Supervisor, Asst. Secretary</b>

Also present:

Lynn Hayes	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Stephen Brletic, P.E.	<b>District Engineer, Johnson, Mirmiran &amp; Thompson</b>
Lauren Gentry	<b>District Counsel, KE Law Group</b>
Grace Kobitter	<b>District Counsel, KE Law Group</b>
Jake Whealdon	<b>District Counsel, KE Law Group</b>
	<i>(via conf. call)</i>
Matt Kramer	<b>Representative, Solitude Aquatics</b>
	<i>(joined meeting at 1:11 p.m.)</i>
Jason Liggett	<b>Landscape Inspection Specialist, Rizzetta &amp; Co.</b>

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**

**FOURTH ORDER OF BUSINESS**

**Consideration of the Audit Committee Meeting Minutes held on May 5, 2022**

Mr. Hayes presented the May 5, 2022, Audit Committee meeting minutes and asked if there were any amendments necessary. There was none.

On a motion by Mr. Warren, seconded by Mr. Gilmore, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors Regular Meeting held on May 5, 2022, as presented, for the Bridgewater Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of Minutes of the Board of Supervisors Regular Meeting held on May 5, 2022**

Mr. Hayes presented the May 5, 2022, meeting minutes. There were no changes.

On a motion by Mr. Warren, seconded by Ms. Holley, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors Regular Meeting held on May 5, 2022, as presented, for the Bridgewater Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of Operations and Maintenance Expenditures for April and May 2022**

Mr. Hayes presented the Operations & Maintenance Expenditures for April and May 2022, to the Board of Supervisors.

On a motion by Mr. Rooney, seconded by Mr. Warren, with all in favor, the Board of Supervisors ratified the Operations & Maintenance payment of the invoices for April 2022 (\$13,172.05) and May 2022 (\$46,025.03), for the Bridgewater Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Presentation of Solitude Aquatics Reports**

Mr. Kramer presented the Solitude aquatics reports and fielded questions about lake bank buffer maintenance and the removal of the turbidity curtains. The Board requested a quote to remove all turbidity curtains with the location of each with photos from the lakes.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Solitude Additional Services Order Agreement for Dead Material Removal**

The Board requested that the aquatics vendor provide the description of the dead material (names) for each lake in the agreement and pictures (note location name on each picture) from his map in the agreement and email this to the District Manager,

98 District Counsel, and the District Engineer to share with the Board.  
99

100 On a motion by Mr. Rooney, seconded by Mr. Warren, with all in favor, the Board of  
101 Supervisors approved the Solitude Additional Services Order Agreement for removal of  
102 dead material at specific locations, for the Bridgewater Community Development  
103 District.

104  
105 **NINTH ORDER OF BUSINESS**

**Presentation of Landscape  
Inspection Services Report**

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107  
108 Mr. Liggett provided his report dated June 20, 2022.  
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110 **TENTH ORDER OF BUSINESS**

**Presentation of BrightView  
Landscape Reports**

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113 Mr. Hayes presented the Brightview Landscape reports. The Board requested  
114 that BrightView provide a quote to install pine needle in any sumps that currently have  
115 bedspace in them that stay wet as this will aid in the prevention of weeds. The Board  
116 also requested an email response to Mr. Hayes and Mr. Liggett for items #25 and #26  
117 on the Landscape Inspection Specialist Report. The District Manager and Landscape  
118 Inspection Specialist also requested the mowing schedule for the mowing areas of the  
119 District.  
120

121 **ELEVENTH ORDER OF BUSINESS**

**Public Hearing on Adopting Fiscal  
Year 2022/2023 Budget**

122  
123  
124 Mr. Hayes asked the Board for a Motion to Open the Public Hearing on Adopting  
125 Fiscal Year 2022/2023 Budget.  
126

127 On a Motion by Mr. Gilmore, seconded by Mr. Warren, with all in favor, the Board of  
128 Supervisors opened the Public Hearing on Adopting the Fiscal Year 2022/2023 Budget, for  
129 the Bridgewater Community Development District.

130  
131 On a Motion by Mr. Gilmore, seconded by Mr. Rooney, with all in favor, the Board of  
132 Supervisors closed the Public Hearing on Adopting the Fiscal Year 2022/2023 Budget, for  
133 the Bridgewater Community Development District.

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135 **TWELFTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-04,  
Adopting Fiscal Year 2022/2023  
Budget**

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139 Mr. Hayes presented Resolution 2022-04, Adopting the Fiscal Year 2022/2023  
140 Budget to the Board of Supervisors. He indicated the General Fund is \$391,182.00 and  
141 the Debt Service Fund Series 2015 AA1 is \$219,310.67 and the Debt Fund Series 2015  
142 AA2 is \$699,961.41 for a total of all funds of \$1,310,454.08  
143  
144  
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146 On a Motion by Mr. Rooney, seconded by Mr. Temple, with all in favor, the Board of  
147 Supervisors adopted Resolution 2022-04, Adopting Fiscal Year 2022/2023 Budget, for the  
148 Bridgewater Community Development District.

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150 **THIRTEENTH ORDER OF BUSINESS**

**Public Hearing on Imposing Special  
Assessments and Certifying the  
Assessment Roll for Fiscal Year  
2022/2023**

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155 Mr. Hayes asked the Board for a Motion to Open the Public Hearing on Imposing  
156 Special Assessments and Certifying Assessments for Fiscal Year 2022/2023.  
157

158 On a Motion by Mr. Gilmore, seconded by Ms. Holley, with all in favor, the Board of  
159 Supervisors opened the Public Hearing on Imposing Special Assessments and Certifying  
160 the Assessment Roll for Fiscal Year 2022/2023, for the Bridgewater Community  
161 Development District.

162  
163 No public comments at this time.  
164

165 On a Motion by Mr. Gilmore, seconded by Mr. Temple, with all in favor, the Board of  
166 Supervisors closed the Public Hearing on Imposing Special Assessments and Certifying the  
167 Assessment Roll for Fiscal Year 2022/2023, for the Bridgewater Community Development  
168 District.

169  
170 **FOURTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-05,  
Imposing Special Assessments and  
Certifying an Assessment Roll**

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172  
173  
174 Mr. Hayes presented Resolution 2022-05, Imposing Special Assessments and  
175 Certifying an Assessment Roll for Fiscal Year 2022/2023 to the Board of Supervisors.  
176

177 On a Motion by Mr. Rooney, seconded by Ms. Holley, with all in favor, the Board of  
178 Supervisors adopted Resolution 2022-05 and authorized District staff to provide the County  
179 with the assessment roll to collect special assessments for Fiscal Year 2022/2023, for the  
180 Bridgewater Community Development District.

181  
182 **FIFTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-06,  
Adopting the Fiscal Year 2022/2023  
Meeting Schedule**

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185  
186 Mr. Hayes presented Resolution 2022-05, Adopting Fiscal Year 2022/2023  
187 Meeting Schedule to the Board of Supervisors.  
188

189 On a Motion by Mr. Rooney, seconded by Ms. Holley, with all in favor, the Board of  
190 Supervisors Adopted Resolution 2022-06, Adopting the Fiscal year 2022/2023 Meeting  
191 Schedule, for the Bridgewater Community Development District.

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**SIXTEENTH ORDER OF BUSINESS**                      **Consideration of Quote for Sod Installation at Sump 51**

This was tabled until the September 1, 2022, meeting.

**SEVENTHEENTH ORDER OF BUSINESS**                      **Consideration of Quote for Lowering Dirt Mound at Sump 81**

This was discussed and this is the developer's responsibility.

**EIGHTEENTH ORDER OF BUSINESS**                      **Consideration of BrightView Quote**

On a Motion by Ms. Holley, seconded by Mr. Warren, with all in favor, the Board of Supervisors approved the BrightView Quote #7855575 to maintain the common areas around ponds to a 3-foot height to highwater mark on Lake Bank natural Buffers on CDD common areas ten times a year, after District Counsel prepares the final form agreement and authorize the Chair to execute the agreement, for the Bridgewater Community Development District.

The Board requested that BrightView provide the District Manager and Landscape Inspection Specialist the day and date they will complete the first trim of all CDD common area Lake Bank Natural Buffers to a 3-foot height.

**NINETEENTH ORDER OF BUSINESS**                      **Staff Reports**

**A. District Counsel**

Ms. Gentry and Ms. Kobitter introduced themselves.

**B. District Engineer**

Mr. Brletic presented his report and stated that 2347 Caspian Drive Pond bank improvement and erosion project would be completed by the end of July 2022. The District Engineer also reviewed with the Board Villages 12,13, and 14 conveyances stating the developer for Villages 12,13, and 14 has contacted the CDD to begin the conveyance process for the common or drainage properties. He indicated JMT has conducted an as-built review and site review and will provide a punch list of items to the developer prior to acceptance.

**C. District Manager**

Mr. Hayes presented his report to the Board and announced that the next regularly scheduled meeting would be held on September 1, 2022, at 1:00 p.m. at the Bridgewater Amenity Center, located at 2525 Village Lakes Boulevard, Lakeland, Florida 33805. He reviewed the 2<sup>nd</sup> quarter ADA website compliance audit report and informed the Board they passed all areas of the ADA website Accessibility & Florida statute 189.069 requirements. He also indicated Tyree Brown has taken over for Ted Katina with BrightView Landscape.

**TWENTIETH ORDER OF BUSINESS**                      **Supervisor Requests**

243 There were no supervisor requests.

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**TWENTY- FIRST ORDER OF BUSINESS      Adjournment**

247

On a motion by Mr. Warren, seconded by Mr. Temple, with all in favor, the Board of Supervisors adjourned the meeting at 2:57 p.m. for the Bridgewater Community Development District.

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

\_\_\_\_\_  
Chair/Vice Chair

DRAFT

Tab 2

# BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, FL 32819

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

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

## Operation and Maintenance Expenditures June 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2022 through June 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented **\$16,758.80**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Bridgewater Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2022 Through June 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	3002	7909779	Landscape Maintenance 06/22	\$ 8,515.83
CA Florida Holdings, LLC/ The Ledger	3003	4622179	Acct #590484 Legal Advertising 05/22	\$ 231.92
Johnson, Mirmiran & Thompson, Inc.	3001	27-193070	Engineer Services 05/22	\$ 2,792.50
Lakeland Electric	ACH06222022	3384948.227	5800 N RD 33 Summary 4/22 & 5/22	\$ 76.41
Lakeland Electric	ACH06222022-1	3384948.273	5800 N RD 33 Summary 5/22 & 6/22	\$ 57.14
Rizzetta & Company, Inc.	3000	INV0000068691	District Management Fees 06/22	\$ <u>5,085.00</u>
<b>Report Total</b>				<b>\$ <u><u>16,758.80</u></u></b>

**BRIDGEWATER  
COMMUNITY DEVELOPMENT DISTRICT**

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District Office · Orlando, FL 32819  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.glsbcdd.org](http://www.glsbcdd.org)

**Operation and Maintenance Expenditures**

**July 2022**

**For Board Approval**

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

The total items being presented:           **\$49,925.56**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Bridgewater Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	003016	7958682	Landscape Maintenance 07/22	\$ 8,515.83
CA Florida Holdings, LLC/ The Ledger	003014	0004695737	Acct #590484 Legal Advertising 06/22	\$ 3,683.28
Innersync Studio, Ltd. dba Campus Suite	003017	20529	Website & Compliance Services - Q4 FY21/22	\$ 384.38
James T. Rooney	003012	JR070722	Board of Supervisors Meeting 07/07/22	\$ 200.00
Johnson, Mirmiran & Thompson, Inc.	003018	28-194659	Engineer Services 6/22	\$ 1,902.50
KE Law Group, PLLC	003004	2818	Legal Services 05/22	\$ 3,578.38
KE Law Group, PLLC	003007	2934	Legal Services 06/22	\$ 2,727.00
Natalie L. Holley	003011	NH070722	Board of Supervisors Meeting 07/07/22	\$ 200.00
Rizzetta & Company, Inc.	003008	INV0000069326	District Management Fees 07/22	\$ 5,085.00
Rizzetta & Company, Inc.	003005	INV0000069579	Mass Mailing - Budget Notices 06/22	\$ 1,415.19
Robert C. Gilmore	003010	RG070722	Board of Supervisors Meeting 07/07/22	\$ 200.00
Site Masters of Florida, LLC	003006	062422-1	Constructed Improvement on Pond Bank 06/22	\$ 12,800.00
Solitude Lake Management LLC	003009	PI-A00826018	Lake & Pond Management Services 06/22	\$ 4,417.00
Solitude Lake Management LLC	003019	PI-A0848616	Lake & Pond Management Services 07/22	\$ 4,417.00



# Bridgewater Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Terry Lee Warren	003015	TW070722	Board of Supervisors Meeting 07/07/22	\$ 200.00
Thomas M. Temple	003013	TT070722	Board of Supervisors Meeting 07/07/22	\$ <u>200.00</u>
<b>Report Total</b>				<b>\$ <u><u>49,925.56</u></u></b>

Tab 3



Service History Report

July 7, 2022
50097

Bridgewater CDD of Lakeland

Date Range: 06/01/22..06/30/22

Toll Free: (888) 480-5253
Fax: (888) 358-0088
www.solitudelakemanagement.com

Service Date 6/1/2022 14219
No. PI-A00830507
Order No. SMOR-601725
Contract No. SVR56687
Technician Name and State License #s
Matt Kramer (FL-CM22623)

Table with 4 columns: Service Item #, Description, Lake No., Lake Name. Includes details for 14219-LAKE-ALL, technician comments, and monitoring results.

Service Date 6/9/2022 14219
No. PI-A00831652
Order No. SMOR-610064
Contract No. SVR56687
Technician Name and State License #s
Matt Kramer (FL-CM22623)

Table with 4 columns: Service Item #, Description, Lake No., Lake Name. Includes details for 14219-LAKE-ALL, technician comments, and monitoring results.

Service Date 6/14/2022 14219

**No.** PI-A00835000  
**Order No.** SMOR-610724  
**Contract No.** SVR56687

**Technician Name and State License #s**

Jacob M. Adams (FL-CM25113)

Service Item #	Description	Lake No.	Lake Name
<b>14219-LAKE-ALL</b>	<b>Bridgewater CDD of Lakeland - LAKE ALL</b>		
General Comments:	Inspected Lake		
Lake & Pond Monitoring			OK
Inspected for Aquatic Weeds			OK
Inspected for Undesirable Shoreline Vegetation			Treated
Inspected for algae			OK
Littoral Shelf Maintenance			OK

=====

**Service Date** **6/30/2022** **14219**  
**No.** PI-A00841084  
**Order No.** SMOR-613730  
**Contract No.** SVR56687

**Technician Name and State License #s**

Jacob M. Adams (FL-CM25113)

Service Item #	Description	Lake No.	Lake Name
<b>14219-LAKE-ALL</b>	<b>Bridgewater CDD of Lakeland - LAKE ALL</b>		
Technician's Comments:	Treated hydrilla and shoreline weeds.06.23.22		
General Comments:	Inspected Lake		
Lake & Pond Monitoring			OK
Inspected for Aquatic Weeds			Treated
Inspected for Undesirable Shoreline Vegetation			Treated
Inspected for algae			OK
Littoral Shelf Maintenance			OK



## Work Order

Work Order Number

00000074

Created Date 8/24/2022

## Account

Bridgewater CDD of Lakeland

## Contact

Lynn Hayes

## Address

2525 Village Lakes Blvd

Lakeland, FL 33805

## Work Details

## Customer

Comments

## Assigned

Resource

JACOB M. ADAMS

## Work Order Assets

Asset	Status	Product Work Type	Customer Comments
Bridgewater CDD of Lakeland - LAKE ALL	Treated		Treated with boat for shoreline weeds, algae, and lake weeds.

## Service Parameters

Asset	Product Work Type	Customer Comments
Bridgewater CDD of Lakeland - LAKE ALL	INVASIVES CONTROL	
Bridgewater CDD of Lakeland - LAKE ALL	ALGAE CONTROL	Algae treated with boat
Bridgewater CDD of Lakeland - LAKE ALL	BUFFER MANAGEMENT	
Bridgewater CDD of Lakeland - LAKE ALL	LAKE WEED CONTROL	Hydrilla treated with boat
Bridgewater CDD of Lakeland - LAKE ALL	LITTORAL SHELF	
Bridgewater CDD of Lakeland - LAKE ALL	MONITORING	
Bridgewater CDD of Lakeland - LAKE ALL	SHORELINE WEED CONTROL	Shoreline weeds treated with boat

Tab 4

Tab 5

# BRIDGEWATER CDD

## Landscape Inspection Report



August 24, 2022  
Rizzetta & Company  
Jason Liggett – Landscape Specialist



Rizzetta & Company  
Professionals in Community Management



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

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

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

1. Make sure during services for Sump #1 that we are going all the way to the top of the bank in the picture below.(Pic 1)



5. Remove the debris over the drains at Sump number 26 and 27. They are currently covered with grass and weeds.
6. Remove the weeds and debris covering the inlet at sump #5.
7. Remove the palm tree laying on district property. At Maggiore Blvd and Torrens Drive. Can the rock in this area be removed easily as well?
8. Make sure hard edging is being performed at sump number 10 around the drainage boxes. This goes for all of them on the district.
9. **Provide the district a price to install Bahia sod at the corner of Maggiore Blvd and village lakes Blvd.(Pic 9 Next Page)**
10. Lift the singular oak tree at Sump #11.
11. Treat the crack weeds at Sump# 58 on Eisnore Way.
12. Remove the Spanish moss from the cypress trees at Sump #56

2. What is the white pipe sticking out of the ground at Sump #1 on Huron Way Is this irrigation related? Can it be removed?
3. Trim up the oak trees on Huron way just pass Isabella Court and remove low hanging Spanish moss.
4. Treat the crack weeds throughout sump #36 on Ladoga Drive. This includes the road drain.

# Village Lakes Blvd, Geneva Drive, Lure Pass Drive



13. When is the East side of Pond A scheduled to be brought down below 3 feet?

14. Brightview to remove the Caution tape near the recently installed sod on Caspian Dr. Begin service to this area. (Pic 14)



15. Lift the low hanging oak trees on Village Lakes Blvd before Geneva Drive.

16. Clean out the drainage structure at Sump # 76.

17. Provide the district a price to remove the dead cypress tree at sump #64 on Geneva Drive. Provide a price for a replacement tree that is 30 Gallon.

18. Spray the weeds in the ornamental grass bed on Village Lakes Blvd in the front of the clubhouse. Remove any dead ornamental

grasses in this area and provide the district a price to replace .

19. Provide the district a price to enhance the area over the bridge at the entrance to the community where we currently have the purple queen.

20. At sump # 52 and 46 remove the Spanish moss from the cypress trees and clean up the drake elms in this area.

21. Remove the dead growth from the base of the pine trees in the above sumps.

22. Provide a price to remove the ornamental grass at sump #51 and install cypress trees in these areas.

23. Remove the Spanish moss from the trees at sump 48 on Lure pass drive

24. String trim around the cypress tree at sump #49 and remove the Brazilian pepper growing in the area.

25. During my inspection I have noticed the homeowners on Winnipeg Drive are putting debris in front of the sumps on district property. Does the community have debris pick up? Or is the homeowners using CDD areas to get debris removed? (Pic 25)



Tab 6

## RESOLUTION 2022-07

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT AMENDING THE FISCAL YEAR 2022/2023 GENERAL FUND BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE

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

**WHEREAS**, the Board of Supervisors of the District (“Board”), adopted a General Fund Budget for Fiscal Year beginning October 1, 2022, and ending September 30, 2023 (“Fiscal Year 2022/2023,” and the associated budget, “FY22/23 Budget”) and levied assessments and certified an assessment roll to fund said FY 22/23 Budget; and

**WHEREAS**, the number of units within the District has been modified from original assumptions, resulting in decreased revenues collected at the assessment levels previously adopted by the Board; and

**WHEREAS**, in order to meet County deadlines for collection of assessments on the County Tax Roll, it was necessary to submit the adopted assessment roll to the County prior to this date; and

**WHEREAS**, the Board now desires to (1) ratify the modified assessment roll as previously submitted to Polk County, and (2) amend the FY 22/23 Budget to reflect a decrease to the miscellaneous contingency line item, and finds that it is in the District’s best interests to do so.

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

#### **SECTION 1. BUDGET AMENDMENT.**

- a. The Board has reviewed the proposed amended Budget, copies of which are on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of Sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, “Adopted Annual Budget”) may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2022/2023.



- 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, 2023, as amended and adopted by the Board of Supervisors effective September 1, 2022.”

**SECTION 2. APPROPRIATIONS.** There is hereby appropriated out of the revenues of the District, for the Fiscal Year 2022/2023, the sums set forth below, to be raised by special assessments or otherwise, which sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND, SERIES 2015AA1	\$ _____
DEBT SERVICE FUND, SERIES 2015AA2	\$ _____
TOTAL ALL FUNDS	\$ _____

**SECTION 3. REVISED ASSESSMENT ROLL.** The revised Assessment Roll attached hereto as **Exhibit B**, including the amounts set forth in the assessment table included at **Exhibit A**, is hereby ratified.

**SECTION 3. CONFLICTS.** All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**SECTION 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.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect as of September 1, 2022.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of September, 2022.

ATTEST:

**BRIDGEWATER COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Amended Budget FY 2022/2023

**Exhibit B:** Amended Assessment Roll FY 2022/2023

**EXHIBIT A**  
**AMENDED FISCAL YEAR 2022/2023 BUDGET**



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# **Bridgewater Community Development District**

[bridgewatercdd.org](http://bridgewatercdd.org)

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**Amended Budget for  
Fiscal Year 2022-2023**

## Table of Contents

	<u>Page</u>
<b>General Fund Budget for Fiscal Year 2022/2023</b>	<b>3</b>
<b>Debt Service Fund Budget for Fiscal Year 2022/2023</b>	<b>6</b>
<b>Assessments Charts for Fiscal Year 2022/2023</b>	<b>7</b>
<b>General Fund Budget Account Category Descriptions</b>	<b>10</b>
<b>Debt Service Fund Budget Account Category Descriptions</b>	<b>13</b>



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**Adopted Budget  
Bridgewater Community Development District  
General Fund  
Fiscal Year 2022/2023**

Chart of Accounts Classification	Budget for 2022/2023
<b>REVENUES</b>	
Interest Earnings	
Interest Earnings	\$ -
Special Assessments	
Tax Roll*	\$ 365,582.39
Off Roll*	\$ 23,399.61
<b>TOTAL REVENUES</b>	<b>\$ 388,982.00</b>
Balance Forward from Prior Year(s)	\$ -
<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 388,982.00</b>
<b>EXPENDITURES - ADMINISTRATIVE</b>	
Legislative	
Supervisor Fees	\$ 6,000.00
Financial & Administrative	
Administrative Services	\$ 5,897.00
District Management	\$ 27,040.00

**Adopted Budget  
Bridgewater Community Development District  
General Fund  
Fiscal Year 2022/2023**

Chart of Accounts Classification	Budget for 2022/2023
District Engineer	\$ 30,000.00
Disclosure Report	\$ 5,000.00
Trustees Fees	\$ 4,000.00
Financial & Revenue Collections	\$ 5,460.00
Assessment Roll	\$ 5,460.00
Accounting Services	\$ 22,880.00
Auditing Services	\$ 4,000.00
Arbitrage Rebate Calculation	\$ 1,000.00
Miscellaneous Mailings	\$ 100.00
Public Officials Liability Insurance	\$ 3,050.00
Legal Advertising	\$ 3,000.00
Dues, Licenses & Fees	\$ 175.00
Miscellaneous Fees	\$ 300.00
Website Hosting, Maint., Backup & Email	\$ 3,700.00
Legal Counsel	
District Counsel	\$ 20,000.00
<b>Administrative Subtotal</b>	<b>\$ 147,062.00</b>
<b>EXPENDITURES - FIELD OPERATIONS</b>	
Electric Utility Services	

**Adopted Budget  
Bridgewater Community Development District  
General Fund  
Fiscal Year 2022/2023**

Chart of Accounts Classification	Budget for 2022/2023
Utility Services	\$ 985.00
Stormwater Control	
Stormwater System Maintenance	\$ 30,888.00
Stormwater System Repairs	\$ 35,200.00
Lake/Pond Bank Maintenance	\$ 56,580.00
Aquatic Maintenance	\$ 58,004.00
Other Physical Environment	
General Liability Insurance	\$ 3,730.00
Property Insurance	\$ 1,585.00
Entry & Walls Maintenance	\$ 800.00
Landscape Maintenance	\$ 27,323.00
Irrigation Maintenance & Repairs	\$ 10,625.00
Landscape Inspection Services	\$ 8,400.00
Miscellaneous Contingency	\$ 7,800.00
<b>Field Operations Subtotal</b>	<b>\$ 241,920.00</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 388,982.00</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ -</b>

## Bridgewater Community Development District

## Debt Service

Fiscal Year 2022/2023

Chart of Accounts Classification	Series 2015 AA1	Series 2015 AA2	Budget For 2022/2023
<b>REVENUES</b>			
Special Assessments			
Net Special Assessments <sup>(1)</sup>	\$218,553.12	\$694,726.63	\$913,279.75
<b>TOTAL REVENUES</b>	<b>\$218,553.12</b>	<b>\$694,726.63</b>	<b>\$913,279.75</b>
<b>EXPENDITURES</b>			
<b>Administrative</b>			
Financial & Administrative			
Debt Service Obligation	\$218,553.12	\$694,726.63	<b>\$913,279.75</b>
<b>Administrative Subtotal</b>	<b>\$218,553.12</b>	<b>\$694,726.63</b>	<b>\$913,279.75</b>
<b>TOTAL EXPENDITURES</b>	<b>\$218,553.12</b>	<b>\$694,726.63</b>	<b>\$913,279.75</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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

7.0%

**Gross assessments:****\$980,755.75****Notes:**

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

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

**BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2022/2023 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE**

2022/2023 O&M Budget		\$388,982.00
Collection Costs	3%	\$12,547.81
Early Payment Discount	4%	\$16,730.41
2022/2023 Total		<u>\$418,260.22</u>

2021/2022 O&M Budget		\$264,875.00
2022/2023 O&M Budget		\$388,982.00

Total Difference		<u><u>\$124,107.00</u></u>
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	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2021/2022	2022/2023	\$	%
Debt Service - Duplex (Series 2015 AA2)	\$853.24	\$853.24	\$0.00	0.00%
Operations/Maintenance - Duplex	\$225.37	\$332.82	\$107.45	47.68%
<b>Total</b>	<b>\$1,078.61</b>	<b>\$1,186.06</b>	<b>\$107.45</b>	<b>9.96%</b>
Debt Service - Villa (Series 2015 AA2)	\$702.67	\$702.67	\$0.00	0.00%
Operations/Maintenance - Villa	\$185.60	\$274.09	\$88.49	47.68%
<b>Total</b>	<b>\$888.27</b>	<b>\$976.76</b>	<b>\$88.49</b>	<b>9.96%</b>
Debt Service - Single Family 40' (Series 2015 AA2)	\$853.24	\$853.24	\$0.00	0.00%
Operations/Maintenance - Single Family 40'	\$225.37	\$332.82	\$107.45	47.68%
<b>Total</b>	<b>\$1,078.61</b>	<b>\$1,186.06</b>	<b>\$107.45</b>	<b>9.96%</b>
Debt Service - Single Family 50' (Series 2015 AA1)	\$813.52	\$813.52	\$0.00	0.00%
Operations/Maintenance - Single Family 50'	\$265.15	\$391.56	\$126.41	47.67%
<b>Total</b>	<b>\$1,078.67</b>	<b>\$1,205.08</b>	<b>\$126.41</b>	<b>11.72%</b>
Debt Service - Single Family 50' (Series 2015 AA2)	\$1,003.82	\$1,003.82	\$0.00	0.00%
Operations/Maintenance - Single Family 50'	\$265.15	\$391.56	\$126.41	47.67%
<b>Total</b>	<b>\$1,268.97</b>	<b>\$1,395.38</b>	<b>\$126.41</b>	<b>9.96%</b>
Debt Service - Single Family 60' (Series 2015 AA1)	\$1,016.90	\$1,016.90	\$0.00	0.00%
Operations/Maintenance - Single Family 60'	\$331.43	\$489.44	\$158.01	47.68%
<b>Total</b>	<b>\$1,348.33</b>	<b>\$1,506.34</b>	<b>\$158.01</b>	<b>11.72%</b>
Debt Service - Single Family 60' (Series 2015 AA2)	\$1,254.77	\$1,254.77	\$0.00	0.00%
Operations/Maintenance - Single Family 60'	\$331.43	\$489.44	\$158.01	47.68%
<b>Total</b>	<b>\$1,586.20</b>	<b>\$1,744.21</b>	<b>\$158.01</b>	<b>9.96%</b>
Debt Service - Single Family 65' (Series 2015 AA1)	\$1,220.28	\$1,220.28	\$0.00	0.00%
Operations/Maintenance - Single Family 65'	\$397.71	\$587.33	\$189.62	47.68%
<b>Total</b>	<b>\$1,617.99</b>	<b>\$1,807.61</b>	<b>\$189.62</b>	<b>11.72%</b>
Debt Service - Single Family 65' (Series 2015 AA2)	\$1,505.72	\$1,505.72	\$0.00	0.00%
Operations/Maintenance - Single Family 65'	\$397.71	\$587.33	\$189.62	47.68%
<b>Total</b>	<b>\$1,903.43</b>	<b>\$2,093.05</b>	<b>\$189.62</b>	<b>9.96%</b>

Debt Service - Single Family 75' (Series 2015 AA1)	\$1,423.66	\$1,423.66	\$0.00	0.00%
Operations/Maintenance - Single Family 75'	\$464.00	\$685.22	\$221.22	47.68%
<b>Total</b>	<b>\$1,887.66</b>	<b>\$2,108.88</b>	<b>\$221.22</b>	<b>11.72%</b>
Debt Service - Single Family 75' (Series 2015 AA2)	\$1,756.68	\$1,756.68	\$0.00	0.00%
Operations/Maintenance - Single Family 75'	\$464.00	\$685.22	\$221.22	47.68%
<b>Total</b>	<b>\$2,220.68</b>	<b>\$2,441.90</b>	<b>\$221.22</b>	<b>9.96%</b>
Debt Service - Commercial (Series 2015 AA2)	\$4,015.27	\$4,015.27	\$0.00	0.00%
Operations/Maintenance - Commercial	\$1,060.57	\$1,566.21	\$505.64	47.68%
<b>Total</b>	<b>\$5,075.84</b>	<b>\$5,581.48</b>	<b>\$505.64</b>	<b>9.96%</b>
Debt Service - Golf (Series 2015 AA1)	\$1,627.04	\$1,627.04	\$0.00	0.00%
Operations/Maintenance - Golf	\$530.28	\$783.10	\$252.82	47.68%
<b>Total</b>	<b>\$2,157.32</b>	<b>\$2,410.14</b>	<b>\$252.82</b>	<b>11.72%</b>
Debt Service - Condo/Apt	\$0.00	\$0.00	\$0.00	0.00%
Operations/Maintenance - Condo/Apt	\$27.72	\$35.42	\$7.70	27.78%
<b>Total</b>	<b>\$27.72</b>	<b>\$35.42</b>	<b>\$7.70</b>	<b>27.78%</b>

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2022/2023 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL ADMIN O&M BUDGET		\$147,062.00	TOTAL FIELD O&M BUDGET		\$241,920.00
COLLECTION COSTS @	3%	\$4,743.94	COLLECTION COSTS @	3.0%	\$7,803.87
EARLY PAYMENT DISCOUNT @	4%	\$6,325.25	EARLY PAYMENT DISCOUNT @	4.0%	\$10,405.16
<b>TOTAL ADMIN O&amp;M ASSESSMENT</b>		<b>\$158,131.18</b>	<b>TOTAL FIELD O&amp;M ASSESSMENT</b>		<b>\$260,129.03</b>

LOT SIZE PLATTED PARCELS	UNITS ASSESSED				ALLOCATION OF ADMIN O&M ASSESSMENT					ALLOCATION OF FIELD O&M ASSESSMENT					PER LOT ANNUAL ASSESSMENT				
	O&M	SERIES 2015 AA1 DEBT SERVICE <sup>(1)(2)</sup>	SERIES 2015 AA2 DEBT SERVICE <sup>(1)(2)</sup>	EAU FACTOR	UNITS	TOTAL EAU's	% TOTAL EAU's	ADMIN PER PARCEL	ADMIN PER LOT	UNITS	TOTAL EAU's	% TOTAL EAU's	FIELD PER PARCEL	FIELD PER LOT	O&M	2015 AA1 DEBT SERVICE <sup>(3)</sup>	2015 AA2 DEBT SERVICE <sup>(3)</sup>	TOTAL <sup>(4)</sup>	
Duplex	120	0	119	0.85	120	102.00	9.14%	\$14,451.94	\$120.43	120	102.00	9.80%	\$25,486.43	\$212.39	\$332.82	\$0.00	\$853.24	\$1,186.06	
Villa	39	0	39	0.70	39	27.30	2.45%	\$3,868.02	\$99.18	39	27.30	2.62%	\$6,821.37	\$174.91	\$274.09	\$0.00	\$702.67	\$976.76	
Single Family 40'	279	0	279	0.85	279	237.15	21.25%	\$33,600.77	\$120.43	279	237.15	22.78%	\$59,255.96	\$212.39	\$332.82	\$0.00	\$853.24	\$1,186.06	
Single Family 50'	150	0	147	1.00	150	150.00	13.44%	\$21,252.86	\$141.69	150	150.00	14.41%	\$37,480.05	\$249.87	\$391.56	\$0.00	\$1,003.82	\$1,395.38	
Single Family 50'	123	122	0	1.00	123	123.00	11.02%	\$17,427.34	\$141.69	123	123.00	11.81%	\$30,733.64	\$249.87	\$391.56	\$813.52	\$0.00	\$1,205.08	
Single Family 60'	50	0	49	1.25	50	62.50	5.60%	\$8,855.36	\$177.11	50	62.50	6.00%	\$15,616.69	\$312.33	\$489.44	\$0.00	\$1,254.77	\$1,744.21	
Single Family 60'	39	39	0	1.25	39	48.75	4.37%	\$6,907.18	\$177.11	39	48.75	4.68%	\$12,181.02	\$312.33	\$489.44	\$1,016.90	\$0.00	\$1,506.34	
Single Family 65'	38	0	38	1.50	38	57.00	5.11%	\$8,076.09	\$212.53	38	57.00	5.48%	\$14,242.42	\$374.80	\$587.33	\$0.00	\$1,505.72	\$2,093.05	
Single Family 65'	77	76	0	1.50	77	115.50	10.35%	\$16,364.70	\$212.53	77	115.50	11.09%	\$28,859.64	\$374.80	\$587.33	\$1,220.28	\$0.00	\$1,807.61	
Single Family 75'	44	0	43	1.75	44	77.00	6.90%	\$10,909.80	\$247.95	44	77.00	7.40%	\$19,239.76	\$437.27	\$685.22	\$0.00	\$1,756.68	\$2,441.90	
Single Family 75'	1	1	0	1.75	1	1.75	0.16%	\$247.95	\$247.95	1	1.75	0.17%	\$437.27	\$437.27	\$685.22	\$1,423.66	\$0.00	\$2,108.88	
Golf	1	1	0	2.00	1	2.00	0.18%	\$283.37	\$283.37	1	2.00	0.19%	\$499.73	\$499.73	\$783.10	\$1,627.04	\$0.00	\$2,410.14	
<b>TOTAL PLATTED</b>	<b>961</b>	<b>239</b>	<b>714</b>			<b>1003.95</b>	<b>89.95%</b>	<b>\$142,245.38</b>			<b>1003.95</b>	<b>96.43%</b>	<b>\$250,853.97</b>						
<b>PLANNED UNITS</b>																			
<b>UNPLATTED LANDS <sup>(5)</sup></b>																			
Condo/Apt	300	0	0	0.25	300	75.00	6.72%	\$10,626.43	\$35.42	0	0.00	0.00%	\$0.00	\$0.00	\$35.42	\$0.00	\$0.00	\$35.42	
Commercial	9.28	0	9.28	4.00	9.28	37.12	3.33%	\$5,259.37	\$566.74	9.28	37.12	3.57%	\$9,275.06	\$999.47	\$1,566.21	\$0.00	\$4,015.27	\$5,581.48	
<b>TOTAL UNPLATTED</b>	<b>309.28</b>	<b>0</b>	<b>9.28</b>			<b>112.12</b>	<b>10.05%</b>	<b>\$15,885.80</b>			<b>37.12</b>	<b>3.57%</b>	<b>\$9,275.06</b>						
<b>TOTAL COMMUNITY</b>	<b>1270.28</b>	<b>239</b>	<b>723.28</b>			<b>1116.07</b>	<b>100.00%</b>	<b>\$158,131.18</b>			<b>1041.07</b>	<b>100.00%</b>	<b>\$260,129.03</b>						

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

(\$11,069.18)

(\$18,209.03)

Net Revenue to be Collected:

\$147,062.00

\$241,920.00

Reflects 2 (two) Series 2015 AA1 prepayment and 6 (six) Series 2015 AA2 prepayments.

Reflects the number of total lots with Series 2015 AA1 and 2015 AA2 debt outstanding.

Annual debt service assessment per lot adopted in connection with the Series 2015AA1 and Series 2015AA2 bond issues. Annual assessment includes principal, interest, Polk County collection costs and early payment discounts.

Annual assessment that will appear on November 2022 Polk County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).

The Single Family 40' units were under-platted by 3 lots and Single Family 50' units were over-platted 4 lots.

## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

### REVENUES:

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

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

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

### EXPENDITURES – ADMINISTRATIVE:

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

## **EXPENDITURES - FIELD OPERATIONS:**

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



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

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

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

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

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

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

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

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



## DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

### REVENUES:

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

---

### EXPENDITURES – ADMINISTRATIVE:

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



Rizzetta & Company

Tab 7

**FIRST ADDENDUM TO THE CONTRACT FOR  
PROFESSIONAL DISTRICT SERVICES**

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This First Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1<sup>st</sup> day of October, 2022 (the “**Effective Date**”), by and between **Bridgewater Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Polk County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

**RECITALS**

**WHEREAS**, the District and the Consultant entered into the Contract for Professional District Services dated October 1, 2018 (the “**Contract**”), incorporated by reference herein; and

**WHEREAS**, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party 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 District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have executed this Addendum as of the Effective Date.

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

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

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY: \_\_\_\_\_  
PRINTED NAME: William J. Rizzetta  
TITLE: President  
DATE: \_\_\_\_\_

**BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT**

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

**ATTEST:**

\_\_\_\_\_  
Vice Chairman/Assistant Secretary  
Board of Supervisors  
\_\_\_\_\_  
Print Name

**Exhibit B – Schedule of Fees**

**EXHIBIT B**  
Schedule of Fees

<b>STANDARD ON-GOING SERVICES:</b>		
Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:		
	<b>MONTHLY</b>	<b>ANNUALLY</b>
Management:	\$2,253.33	\$27,040
Administrative:	\$491.42	\$5,897
Accounting:	\$1,906.67	\$22,880
Financial & Revenue Collections:	\$455.00	\$5,460
Assessment Roll <sup>(1)</sup>	<u>                    </u>	<u>\$5,460</u>
<b>Total Standard On-Going Services:</b>	<b>\$5,106.42</b>	<b>\$66,737</b>

(1) Assessment Roll is paid in one lump-sum after the roll is completed (October)

<b>ADDITIONAL SERVICES:</b>	<b>FREQUENCY</b>	<b>RATE</b>
Extended and Continued Meetings	Hourly	\$ 175.00
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 175.00
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests & Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

### **PUBLIC RECORDS REQUESTS FEES:**

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

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



Tab 8

**SERVICES CONTRACT**

CUSTOMER NAME: Lynn Hayes, lhayes@rizzetta.com

PROPERTY NAME: Bridgewater CDD of Lakeland

CONTRACT DATE: August 26, 2022

SUBMITTED BY: Liz Rocque, Business Development Consultant

SERVICES: Turbidity Curtain Removal from pond B and Lake Hazel

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 **\$725.00**. The Customer will be invoiced 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.
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.

**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.



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.

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.

**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.



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.
13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SÖLitude 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 SÖLitude 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.

Bridgewater CDD of Lakeland

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

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

Printed Name: \_\_\_\_\_

Printed 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**

### **SPECIFICATIONS:**

1. Solitude will mobilize crew to remove and dispose of the turbidity curtains from Pond B and Lake Hazel.

### **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

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management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

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

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Tab 9



**SERVICES CONTRACT**

CUSTOMER NAME: Bridgewater CDD  
SUBMITTED TO: Lynn Hayes  
CONTRACT DATE: August 10, 2022  
SUBMITTED BY: Jason Jaszczak  
SERVICES: Pond 1 Removal

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

1. 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 **\$3,500.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

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

3. 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.

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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.
13. **E-Verify.** Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Bridgewater CDD

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

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

Printed Name: \_\_\_\_\_

Printed 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**

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

### Permitting (when applicable):

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

### Customer Responsibilities (when applicable):

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

### General Qualifications:

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

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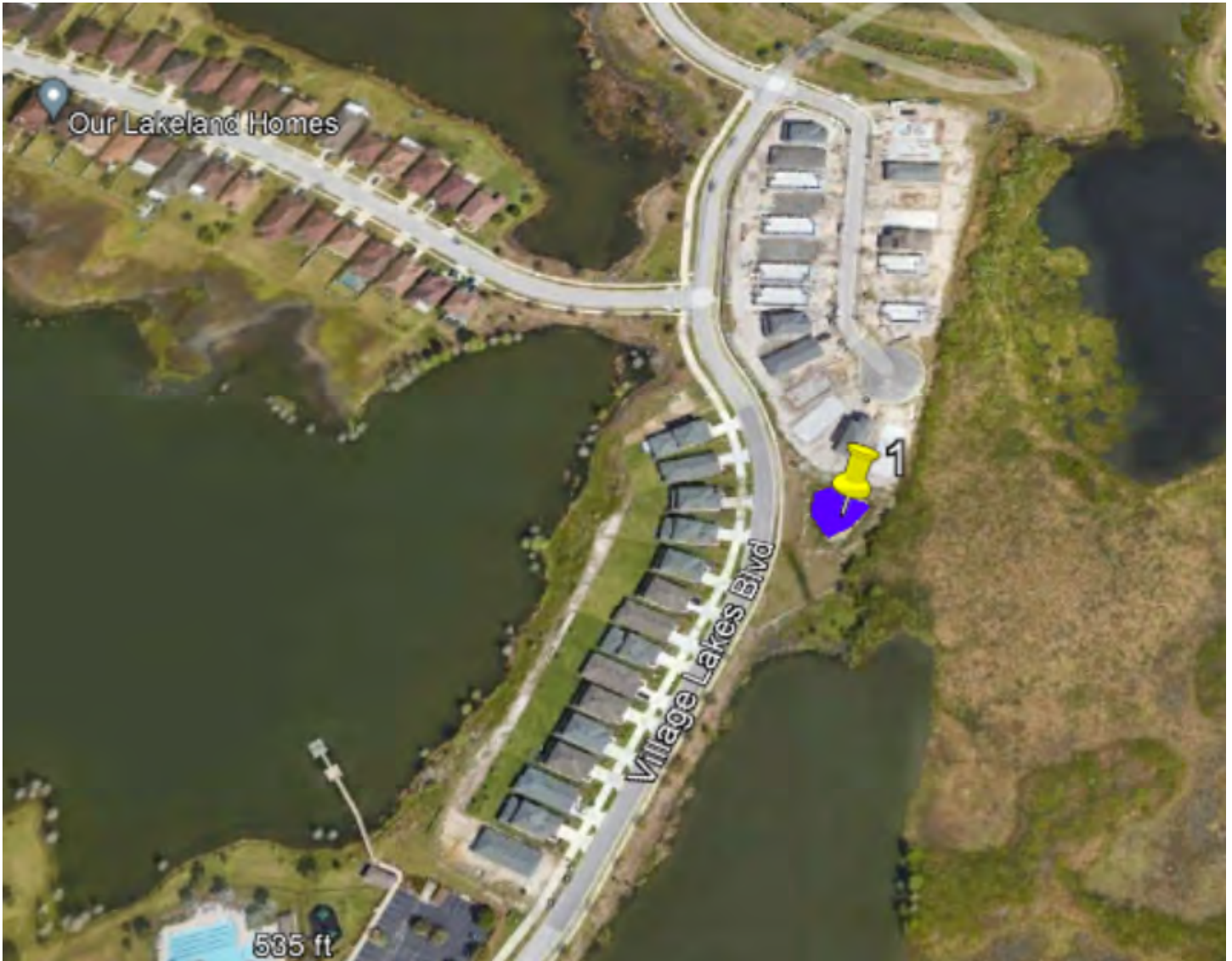


quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

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

**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.





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Tab 10



**SERVICES CONTRACT**

CUSTOMER NAME: Bridgewater CDD

SUBMITTED TO: Lynn Hayes

CONTRACT DATE: August 10, 2022

SUBMITTED BY: Jason Jaszak

SERVICES: One Time Removal for Pond 6

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

1. 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 **\$4,500.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

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

3. 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.

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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.

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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.

13. **E-Verify.** Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SÖLitude 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 SÖLitude 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.

Bridgewater CDD

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

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

Printed Name: \_\_\_\_\_

Printed 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**

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

### Permitting (when applicable):

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

### Customer Responsibilities (when applicable):

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

### General Qualifications:

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

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quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

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



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Tab 11

**ADDENDUM TO AN ANNUAL SERVICES CONTRACT**

CUSTOMER NAME: Bridgewater CDD  
SUBMITTED TO: Lynn Hayes  
CONTRACT SUBMISSION DATE: August 10, 2022  
SUBMITTED BY: Jason Jaszak  
SERVICES: Add-on's for Annual Maintenance (See Map Below)

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

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

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Bridgewater CDD

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

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

**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.





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

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**Please Mail All Contracts to:**

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

### **SCHEDULE A - SERVICES**

#### **Aquatic Weed Control:**

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

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

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

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Lake Algae Control:

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

Lake Dye:

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

Trash Removal:

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

Service 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.
  - 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.

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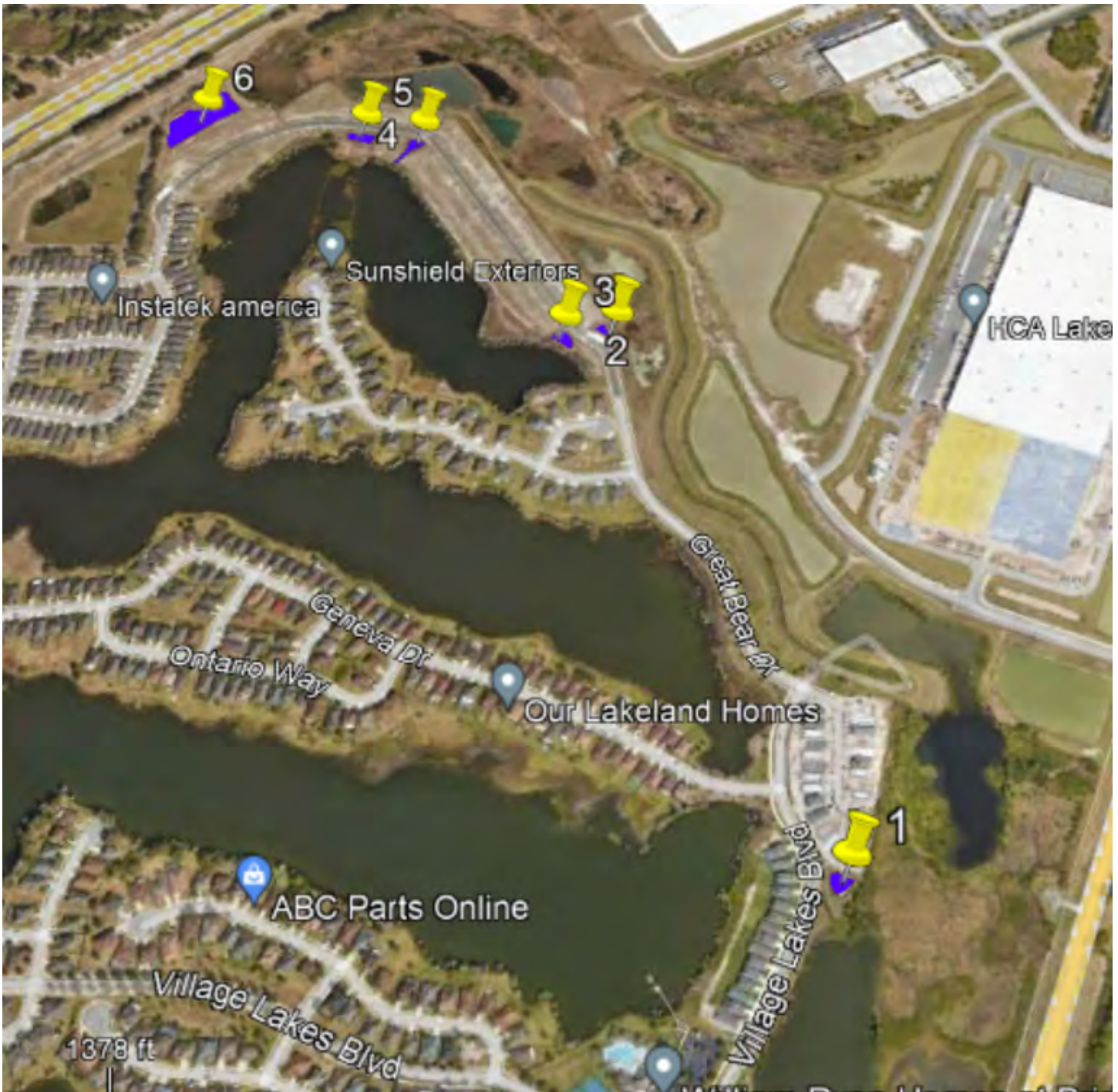
Customer Responsibilities:

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 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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Tab 12

## Proposal for Extra Work at Bridgewater Estates CDD

Property Name	Bridgewater Estates CDD	Contact	Lynn Hayes
Property Address	2525 Village Lakes Drive Lakeland, FL 33805	To	Bridgewater Estates CDD
		Billing Address	CO Rizzetta & Co 5844 Old Pasco Rd Ste 100 Wesley Chapel, FL 33544

Project Name      Sod installation at sump 51

Project Description      Installation of 6000 SF of Bahia sod to fill in retention area

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
6,000.00	SQUARE FEET	Sod - Straight Lay/Install - Bahia 'Argentine'	\$1.36	\$8,176.20

For internal use only

**SO#**                    7797830  
**JOB#**                 341900327  
**Service Line**        130

**Total Price**                    \$8,176.20

**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
9713 Palm River Road, Tampa, FL 33619 ph. (813) 621-6619 fax (813) 621-6905



## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law; and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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

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

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

### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

### Customer

#### Property Manager

Signature	Title
Lynn Hayes	April 26, 2022
Printed Name	Date

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

#### Account Manager, Senior

Signature	Title
Theodore P. Katina	April 26, 2022
Printed Name	Date

Job #:	341900327	Proposed Price:	\$8,176.20
SO #:	7797830		

Tab 13



Tab 14

## Proposal for Extra Work at Bridgewater Estates CDD

Property Name	Bridgewater Estates CDD	Contact	Lynn Hayes
Property Address	2525 Village Lakes Drive Lakeland, FL 33805	To	Bridgewater Estates CDD
		Billing Address	CO Rizzetta & Co 3434 Colwell Ave Ste 200 Tampa, FL 33619

Project Name      Pond E and F Clean-up

Project Description      One time clean-up Pond E & F pond banks and plant bed.

### Scope of Work

QTY	UoM/Size	Material/Description
24.00	HOUR	Pond clean up labor.

For internal use only

**SO#**                    7894079  
**JOB#**                 341900327  
**Service Line**        130

**Total Price**                    \$840.00

**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
9713 Palm River Road, Tampa, FL 33619 ph. (813) 621-6619 fax (813) 621-6905

## TERMS & CONDITIONS

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

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

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

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

### Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

**NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY**

Customer

**Property Manager**

Signature \_\_\_\_\_ Title \_\_\_\_\_

**Lynn Hayes** **August 10, 2022**

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

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

**Account Manager Enhancements**

Signature \_\_\_\_\_ Title \_\_\_\_\_

**Jeff Blackburn** **August 10, 2022**

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**Job #:** 341900327

**SO #:** 7894079 **Proposed Price: \$840.00**

Tab 15



## The Bridgewater CDD

### ENGINEER'S REPORT FOR September 1, 2022 BOARD MEETING

Discussion item:

#### **Villages 12, 13, 14 Conveyances**

The developer for Villages 12, 13, and 14 has contacted the CDD to begin the conveyance process for the common or drainage properties. JMT has worked with District staff and vendors to ensure all the areas are added to continuing maintenance scopes of work as to not have unmaintained areas on acceptance. Proposals regarding these additional services are included in the meeting agenda for consideration. JMT has issued punchlist items to the developer regarding landscape, aquatics, and maintenance and will be making a site visit to review these items with the developer on 8/24 with CDD staff.

Tab 16



Rizzetta & Company

**UPCOMING DATES TO REMEMBER**

- **Next Meeting:** November 3, 2022 @ 1:00 PM

**District  
Manager's  
Report**

September 1

**2022**

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