

### Board of Supervisors' Special Meeting November 28, 2023

District Office: Riverview, Florida 33578

MAILING ADDRESS: 3434 COLWELL AVENUE SUITE 200 TAMPA, FLORIDA 33614

www.BridgewaterCDD.org

### BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

www.bridgewatercdd.org

**Board of Supervisors** Tonya Lockamy Chairperson

Thomas Temple Vice Chairman
John Gierlach Assistant Secretary
Natalie Holley Assistant Secretary
Jeff Walters Assistant Secretary

**District Manager** Christina Newsome Rizzetta & Company, Inc.

**District Counsel** Lauren Gentry Kilinski/Van Wyk

Jennifer Kilinski Kilinski/Van Wyk

**District Engineer** Stephen Brletic Brletic Dvorak, Inc.

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

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Supervisor Requests and Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

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 (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

### **BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT**

<u>District Office · Riverview, Florida (813) 533-2950</u> <u>Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u> <u>www.bridgewatercdd.org</u>

Board of Supervisors Bridgewater Community Development District November 20, 2023

### **FINAL AGENDA**

### **Dear Board Members:**

The Special Meeting of the Board of Supervisors of the Bridgewater Community Development District will be held on **Tuesday, November 28, 2023**, at **10:00 a.m.** at the Bridgewater Amenities Center located at 2525 Village Lakes Boulevard, Lakeland, Florida 33805.

1.	CALL TO ORDER
2.	PLEDGE OF ALLEGIANCE
3.	AUDIENCE COMMENTS ON AGENDA ITEMS
4.	BUSINESS ADMINISTRATION
	A. Consideration of Minutes of the Board of Supervisors
	Meeting held on September 7, 2023Tab 1
	B. Consideration of Operations & Maintenance
	Expenditures for August, September, and October 2023 Tab 2
	C. Acceptance of Financial Statement (unaudited)
	dated August 31, 2023, and September 30, 2023Tab 3
5.	STAFF REPORTS – Part 1 of 2
	A. Aquatic Maintenance ManagerTab 4
	B. Landscape Managers
	BrightView Landscape Quality Site AssessmentTab 5
	2. Rizzetta & Company Landscape Inspection Report Tab 6
6.	BUSINESS ITEMS
	A. Consideration of Resolution 2024-01,
	Amending the Fiscal Year 2022-2023 Budget Tab 7
	<b>B.</b> Ratification of Site Masters Storm Grate Replacement Tab 8
	C. Consideration of Site Masters Storm Grate Replacement
	AgreementTab 9
	<b>D.</b> Consideration of BrightView Ant Treatment Proposal Tab 10
	E. Consideration of BrightView Tree Staking Proposal Tab 11
	F. Consideration of BrightView Mulch Installment Tab 12
	<b>G.</b> Consideration of BrightView Plant Bed Proposal Tab 13
	H. Consideration of Solitude Lake Management
	Contract RenewalTab 14
	I. Presentation of Sumps Maintenance Schedule 2024 Tab 15

- **J.** Discussion of Rizzetta Landscape Service Amendment to Agreement
- K. Discussion of BrightView Landscape Service Amendment to Agreement
- L. Discussion of Fiscal Year 2023-2024 Meeting Schedule
- **M.** Discussion of Electricity for the Monument at the Village Lakes Entrance
- N. Discussion of RFP for District Management Services

### 7. STAFF REPORTS – Part 2 of 2

- A. District Counsel
  - Discussion of Sign Access and Relocation
     Agreement...... Tab 16
  - 2. Review of Stormwater Pond 101 Sheet...... USC
- **B.** District Engineer
  - 1. Reserve Funding Plan for Stormwater System......Tab 17
  - 2. Consideration of Broken Stormwater Pipes Proposal.... USC
- **C.** District Manager
- 8. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS
- 9. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact to contact us at 813-533-2950.

Sincerely,

District Manager

Christina Newsome

## Tab 1

#### 1 MINUTES OF MEETING 2 3 4 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 5 6 that a verbatim record of the proceedings is made, including the testimony and evidence 7 upon which such appeal is to be based. 8 9 BRIDGEWATER COMMUNITY DEVELOPMENT 10 DISTRICT 11 12 The meeting of the Board of Supervisors of Bridgewater Community Development District was held on September 7, 2023, at 1:00 p.m. at the Bridgewater Amenities 13 14 Center located at 2525 Village Lakes Boulevard, Lakeland, Florida 33805. 15 **Present and Constituting a Quorum:** 16 17 18 Tonya Lockamy **Board Supervisor, Chair** John Gierlach **Board Supervisor, Assistant Secretary** 19 20 Jeff Walters **Board Supervisor, Assistant Secretary** 21 22 Also Present: 23 24 Carol L. Brown District Manager, Rizzetta & Company, Inc. District Engineer, BDI Engineering Stephen Brletic 25 Lauren Gentry District Counsel, Kilinski/Van Wyk 26 Corev Roberts District Counsel, Kilinski/Van Wyk 27 Ted Katina Senior Account Manager, Brightview Landscape 28 Landscape Specialist, Rizzetta & Company 29 Bryan Schaub Mitchell Hartwig Operations Manager, Solitude Lake Mgmt (Spkrphone) 30 **Andrew Sparks** Solitude Lake Management 31 32 **Audience Members** 33 Present 34 FIRST ORDER OF BUSINESS **Called to Order** 35 36 37 Ms. Brown called the meeting to order at 1:00 p.m. and read the roll call. 38 SECOND ORDER OF BUSINESS 39 Pledge of Allegiance 40 41 The Pledge of Allegiance was recited. 42 43

#### 45 THIRD ORDER OF BUSINESS **Audience Comments** 46 Audience members comments included a decrease in landscaping service, lack of 47 48 quality, mowing of the sumps, sump 84, clarification on Solitude and BrightView contracts, weeds, Spanish moss in trees, tree limbs, maintenance of the water's edge, 49 lakefront lot with overgrown vegetation. 50 51 **FOURTH ORDER OF BUSINESS** Consideration of Minutes of the Board 52 of Supervisors' Special Meeting held 53 54 on July 21, 2023 55 56 Ms. Gentry informed the Board of edits that she provided on the draft minutes to the 57 Staff. 58 On a motion by Mr. Walters, seconded by Ms. Lockamy, with all in favor, the Board of Supervisors approved the minutes of the special meeting held on July 21, 2023, as amended, for Bridgewater Community Development District. 59 FIFTH ORDER OF BUSINESS **Consideration of Operations &** 60 **Maintenance Expenditures for** 61 62 April 2023 & July 2023 63 On a motion by Mr. Walters, seconded by Ms. Lockamy, with all in favor, the Board of Supervisors ratified operations & maintenance expenditures for April 2023, in the amount of \$22,846.18 and July 2023, in the amount of \$70,908.34, for Bridgewater Community Development District. 64 SIXTH ORDER OF BUSINESS **Acceptance of Financial Statement** 65 (unaudited) for July 31, 2023 66 67 On a motion by Mr. Walters, seconded by Ms. Lockamy, with all in favor, the Board of Supervisors accepted the Financial Statement (unaudited) for July 31, 2023, for Bridgewater Community Development District. 68 **SEVENTH ORDER OF BUSINESS** 69 Staff Reports – Part 1 of 2 70 71 A. Aquatic Maintenance Manager 72 73 1.) Solitude Lake Management Waterway Inspection, dated 74 August 25, 2023 75

### BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT September 7, 2023 MINUTES OF MEETING

B. Landscape Managers  1.) BrightView Landscape Quantugust 14, 2023  r. Katina informed the Board of on-going sundater impact of recent hurricane and middle of r. Katina received questions from the Board.  2.) Rizzetta & Company Landson August 14, 2023  r. Schaub reviewed his report and the propose Board for consideration.  iscussion of dead cypress trees that were received. Katina stated BrightView couldn't warranty rigation.  IGHTH ORDER OF BUSINESS  On a motion by Mr. Gierlach and seconded by	p maintenance challenges with excessive growing season.  ape Inspection Report, dated  als he requested BrightView provided to ently installed by BrightView.  anything in areas where there is no  Ratification of the BrightView  Landscape Hurricane Clean-Up  Proposal					
B. Landscape Managers  1.) BrightView Landscape Quantum August 14, 2023  r. Katina informed the Board of on-going sunater impact of recent hurricane and middle of r. Katina received questions from the Board.  2.) Rizzetta & Company Landson August 14, 2023  r. Schaub reviewed his report and the propose Board for consideration.  iscussion of dead cypress trees that were received r. Katina stated BrightView couldn't warranty	ity Site Assessment, dated  p maintenance challenges with excessive growing season.  ape Inspection Report, dated  als he requested BrightView provided to ently installed by BrightView.					
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B. Landscape Managers  1.) BrightView Landscape Qua						
	101 educational material for the District.					
ne Board directed staff to prepare Stormwate	101 educational material for the District.					
The Board directed staff to prepare Stormwater 101 educational material for the District.						
	Ms. Gentry informed the Board that her firm has Stormwater 101 educational material, and she could provide this to the District.					
Ms. Lockamy asked questions regarding buffer zone and Mr. Brletic provided an explanation which included permitting information and state mandates with SJWMD. Discussion ensued. The board discussed the need to communicate information egarding the different components of the stormwater management system.						
Mr. Hartwig informed the Board that Solitude continues to treat, reviewed buffer zones and the impact the District had with recent storm and the need to use caution with the water level.						
	ls. Lockamy asked questions regarding buffer xplanation which included permitting information iscussion ensued. The board discussed the no egarding the different components of the storm					

117 NINTH ORDER OF BUSINESS **Discussion of BrightView Landscape** 118 **Maintenance & Irrigation Service** 119 Agreement 120 121 Ms. Lockamy requested BrightView to maintain roadways regularly. 122 123 Mr. Katina stated he received further clarification regarding agreement language and 124 maintenance frequency of sump. 125 126 Ms. Gentry read sump maintenance language in agreement. 127 128 The Board directed BrightView and Staff to fully review contract and provide update at 129 next meeting if any additional services need to be added to the agreement. 130 **TENTH ORDER OF BUSINESS** Consideration of BrightView 131 132 Proposal(s) 133 1.) Sod Installation at Sump 57 & Sump 11 134 135 Tabled to January 2024 meeting. 136 137 2.) Pepper Tree Removal at Sump 81 138 139 140 No action taken by the Board. 141 Mr. Katina stated he would further review the proposal and agreement language. 142 143 144 3.) Grass Removal and Sod Installation at Sump 42 145 On a motion by Ms. Lockamy and seconded by Mr. Gierlach, with all in favor, the Board of Supervisors approved grass removal and sod installation at sump 42, in the amount of \$1,016.43, for Bridgewater Community Development District. 146 147 4.) Removal and Replacement of Cypress Tree on Great Bear 148 149 The Board reviewed proposal and Mr. Schaub stated it appeared to be hit. 150 On a motion by Ms. Lockamy and seconded by Mr. Walters, with all in favor, the Board of Supervisors approved removing cypress tree on Great Bear with no replacement, with a not-to-exceed amount of \$500.00, for Bridgewater Community Development District. 151

154 5.) Removal & Replacement of 2 Cypress Trees at Sump 51 155 156 No action taken by the Board. 157 BrightView is further reviewing and will update the Board at the next meeting. 158 159 **ELEVENTH ORDER OF BUSINESS** Consideration of Resolution 2023-08: 160 Setting the Date, Time & Location of 161 Regular Meetings for Fiscal Year 2023-162 163 2024 164 On a motion by Ms. Lockamy and seconded by Mr. Walters, with Mr. Gierlach opposed, the Board of Supervisors adopted Resolution 2023-08, setting the date, time and location of regular meetings for Fiscal Year 2023-2024, for Bridgewater Community Development District. 165 Mr. Gierlach opposed. The Staff is to explore evening meeting options. 166 167 The Board excused Mr. Schaub and Mr. Katina at 2:25 p.m. 168 169 170 TWELFTH ORDER OF BUSINESS Consideration of First Addendum for 171 **Professional Technology Services** 172 On a motion by Mr. Walters and seconded by Ms. Lockamy, with all in favor, the Board of Supervisors accepted the first addendum for professional technology services, for Bridgewater Community Development District. 173 THIRTEENTH ORDER OF BUSINESS 174 Consideration of Acceptance of LLS Tax Solution Inc. Arbitrage Rebate 175 176 Report of Series 2015 AA1 & Series 2015 AA2, dated July 20, 2023 177 178 179 Ms. Brown informed the Board that both of the reports indicated no cumulative rebate 180 requirement liabilities as of June 17, 2023. 181 On a motion by Mr. Walters and seconded by Ms. Lockamy, with all in favor, the Board of Supervisors accepted the LLS Tax Solution Inc. Arbitrage Rebate Report of Series 2015 AA1 & Series 2015 AA2, dated July 20, 2023, for Bridgewater Community Development District. 182

### FOURTEENTH ORDER OF BUSINESS

### Consideration of FY 2023-2024 Insurance Renewal Policy

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On a motion by Mr. Walters and seconded by Ms. Lockamy, with all in favor, the Board approved Fiscal Year 2023-2024 Insurance Renewal Policy, for Bridgewater Community Development District.

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#### FIFTEENTH ORDER OF BUSINESS

Staff Reports – Part 2 of 2

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### A. District Counsel

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Ms. Gentry informed the Board that the City of Lakeland Sign Access and Relocation Agreement is still under review, and she will be following up with the attorney with the HOA on the project status.

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### B. District Engineer

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Mr. Brletic stated he will have a better grasp on the broken stormwater pipes identified in the recent cleaning at the next meeting.

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Mr. Brletic stated they are in the process of obtaining proposals for the replacement of several rusted and corroded storm grates.

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He also reviewed his report and informed the Board that Kirk Wagner, Field Inspector, has joined his firm.

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#### C. District Manager

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### 1.) Update on Florida Class Account

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Ms. Brown informed the Board the Chair opened the Florida Class Account on behalf of the District. She was seeking further direction on funds to be transferred into the new account.

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On a motion by Mr. Walters and seconded by Ms. Lockamy, with all in favor, the Board ratified approving the Chair to open the FL Class Account and directed the Staff to transfer all reserve funds into this account, for Bridgewater Community Development District.

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### 2.) Update on Village 13 & 14 Irrigation Meter Request

### BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT September 7, 2023 MINUTES OF MEETING

On a motion by Mr. Gierlach and seconded by Ms. Lockamy, with all in favor, the Board approved the District to open an account with the City of Lakeland Utilities for the two irrigation meters in Village 13 & 14, however, not to assume any owed balances prior to September 7, 2023, for Bridgewater Community Development District. 3.) Update on Pond Signage Deferring to next meeting. SIXTEENTH ORDER OF BUSINESS **Campus Suite Website Quarterly Compliance Report, dated August** 2023 Ms. Brown reviewed the quarterly website compliance report. The Board directed the Staff to work on a Reserve funding plan for the Stormwater system. **AUDIENCE COMMENTS** Audience members expressed concern that staff has not been able to contact the owner of the neighboring drainage structures, and expressed concern that this could pose a problem in the event of storms and potential limited access. Mr. Brletic stated his firm provides monthly inspection of District. Ms. Gentry stated the entity that owns the drainage structure has been unresponsive to her inquiries. Audience member commented on sinkhole concerns and property ownership. Mr. Brletic provided further information/review and requested owner to provide their property survey to the Staff, as the area in question does not appear to be on District property. SUPERVISOR REQUESTS No supervisor comments. SEVENTEENTH ORDER OF BUSINESS **Adjournment** On a motion by Mr. Walters and seconded by Ms. Lockamy, with all in favor, the Board adjourned the meeting at 3:07 p.m., for Bridgewater Community Development District.

Chair/Vice Chair

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Secretary/Assistant Secretary

## Tab 2

# BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

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

# Operation and Maintenance Expenditures August 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2023 through August 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:	\$ 63,499.65
Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

# Bridgewater Community Development District Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description		oice Amount
BrightView Landscape Services, Inc.	100129	8515152	Landscape Maintenance 08/23	\$	11,229.17
Brletic Dvorak, Inc.	100133	1182	Engineering Services 07/23	\$	4,670.00
Kilinski / Van Wyk, PLLC	100127	6908	Legal Services 06/23	\$	2,567.00
Lakeland Electric	EFT	3384948 07/23 Autopay	Electric Services 07/23	\$	150.00
LLS Tax Solutions, Inc.	100130	3089	Arbitrage Services 07/22	\$	500.00
LLS Tax Solutions, Inc.	100130	3090	Arbitrage Services 07/22	\$	500.00
Marsha Faux Property Appraiser	100132	4652000	Admin Fees 08/23	\$	13,985.06
Rizzetta & Company, Inc.	100128	INV0000082223	District Management Fees 08/23	\$	5,981.42
Site Masters of Florida, LLC	100135	081523-1	Ontario Way Sump Improvement 08/23	\$	19,500.00
Solitude Lake Management, LLC	100134	PSI-98246	Lake Management 08/23	\$	4,417.00
Report Totals				\$	63,499.65

### Tab 2A

# BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

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

# Operation and Maintenance Expenditures September 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2023 through September 30, 2023. This does not include expenditures previously approved by the Board.

Approval of Expenditures:

\_\_\_\_\_\_ Chairperson

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

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

The total items being presented: \$32,432.41

Paid Operation & Maintenance Expenditures September 1, 2023 Through September 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Inve	oice Amount
BrightView Landscape Services, Inc.	100137	8561037	Landscape Maintenance 09/23	\$	11,229.17
Brletic Dvorak, Inc.	100143	1218	Engineering Services 08/23-09/23	\$	2,442.50
Egis Insurance Advisors, LLC	100146	19244	Policy #100122603 10/1/23-10/1/24	\$	6,579.00
Jeffrey A Walters	100139	JW090723	Board of Supervisors Meeting 09/07/23	\$	200.00
John E Gierlach	100140	JG090723	Board of Supervisors Meeting 09/07/23	\$	200.00
Kilinski / Van Wyk, PLLC	100138	7126	Legal Services 07/23	\$	3,315.75
Lakeland Electric	092523-3	3384948 08/23 Autopay	Electric Services 08/23	\$	197.17
Natalie L. Holley	100141	NH090723	Board of Supervisors Meeting 09/07/23	\$	200.00
Rizzetta & Company, Inc.	100136	INV0000083207	District Management Fees 09/23	\$	5,981.42
Site Masters of Florida, LLC	100144	081623-1	Gate Replacement 08/23	\$	1,600.00
The Ledger / News Chief/ CA Florida Holdings, LLC	100145	0005816159	Account #590484 Legal Advertising 08/23	\$	287.40
Tonya Lockamy	100142	TL090723	Board of Supervisors Meeting 09/07/23	\$	200.00
Report Totals				\$	32,432.41

### Tab 2B

# BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

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

# Operation and Maintenance Expenditures October 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2023 through October 31, 2023. This does not include expenditures previously approved by the Board.

Approval of Expenditures:

\_\_\_\_\_\_ Chairperson

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

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

The total items being presented: \$50,696.68

Paid Operation & Maintenance Expenditures October 1, 2023 Through October 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	ice Amount
BrightView Landscape Services, Inc.	100150	8600025	Landscape Maintenance 09/23	\$	1,890.00
BrightView Landscape Services, Inc.	100150	8600028	Irrigation Repairs 09/23	\$	7,560.00
BrightView Landscape Services, Inc.	100150	8600031	Landscape Maintenance 09/23	\$	500.00
BrightView Landscape Services, Inc.	100151	8600034	Remove & Replace Sod 09/23	\$	1,016.43
BrightView Landscape Services, Inc.	100151	8604291	Landscape Maintenance 10/23	\$	11,229.17
BrightView Landscape Services, Inc.	100151	8633081	Landscape Maintenance 10/23	\$	1,025.00
Brletic Dvorak, Inc.	100152	1225	Engineering Services 09/23	\$	6,555.00
Grau & Associates, P.A.	100155	101023-330	Audit Confirmation FYE 09/30/23	\$	70.00
Innersync Studio, Ltd	100153	21722	Website Services 10/23	\$	384.38
Kilinski / Van Wyk, PLLC	100149	7346	Legal Services 08/23	\$	570.50
Kilinski / Van Wyk, PLLC	100156	7586	Legal Services 09/23	\$	3,866.40
Lakeland Electric	102523-2	3384948 09/23 Autopay	Electric Services 09/23	\$	146.38
Rizzetta & Company, Inc.	100147	INV0000084140	District Management Fees 10/23	\$	6,006.42
Rizzetta & Company, Inc.	100148	INV0000084042	Assessment Roll 10/23	\$	5,460.00
Solitude Lake Management, LLC	100154	PSI016114	Lake Management 10/23	\$	4,417.00
Report Total				\$	50,696.68

## Tab 3



# Financial Statements (Unaudited)

August 31, 2023

Prepared by: Rizzetta & Company, Inc.

bridgewatercdd.org rizzetta.com

Balance Sheet As of 08/31/2023 (In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Gymnt Fund	Fixed Assets Group	Long-Term Debt
Assets						
Cash In Bank	163,194	(84,614)	7,632	86,212	0	0
Investments	92,122	1,115,753	928,044	2,135,919	0	0
Prepaid Expenses	13,986	0	0	13,985	0	0
Fixed Assets	0	0	0	0	24,366,915	0
Amount Available in Debt Service	0	0	0	0	0	935,676
Amount To Be Provided Debt Service	0	0	0	0	0	7,074,324
Total Assets	269,302	1,031,139	935,676	2,236,116	24,366,915	8,010,000
Liabilities						
Accounts Payable	3,316	0	0	3,316	0	0
Accrued Expenses	2,600	0	0	2,600	0	0
Due To Other	4,990	0	0	4,990	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	8,010,000
Total Liabilities	10,906	0	0	10,906	0	8,010,000
Fund Equity & Other Credits						
Beginning Fund Balance	15,365	1,296,859	910,614	2,222,837	0	0
Investment In General Fixed Assets	0	0	0	0	24,366,915	0
Net Change in Fund Balance	243,031	(265,720)	25,062	2,373	0	0
Total Fund Equity & Other Credits	258,396	1,031,139	935,676	2,225,210	24,366,915	0
Total Liabilities & Fund Equity	269,302	1,031,139	935,676	2,236,116	24,366,915	8,010,000

Statement of Revenues and Expenditures
As of 08/31/2023

Œ	Whol	e Numl	hers)
(11	1 44 1101	CINUIII	ucisj

	(In whole Numbe	rs)		
	Year Ending	Through	Year To D	ate
	09/30/2023	08/31/2023	08/31/202	23
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	1,049	(1,049)
Special Assessments				
Tax Roll	365,582	365,582	371,474	(5,891)
Off Roll	23,400	23,400	23,399	0
Total Revenues	388,982	388,982	395,922	(6,940)
Expenditures				
Legislative				
Supervisor Fees	6,000	5,500	5,200	300
Total Legislative	6,000	5,500	5,200	300
Financial & Administrative				
Administrative Services	5,897	5,406	5,406	0
District Management	27,040	24,786	24,786	0
District Engineer	30,000	27,500	29,043	(1,542)
Disclosure Report	5,000	5,000	5,000	0
Trustees Fees	4,000	4,000	4,000	0
Assessment Roll	5,460	5,460	5,460	0
Financial & Revenue Collections	5,460	5,005	5,005	0
Tax Collector/Property Appraiser Fees	0	0	13,564	(13,565)
Accounting Services	22,880	20,973	20,974	0
Auditing Services	4,000	4,000	3,800	200
Arbitrage Rebate Calculation	1,000	0	1,000	(1,000)
Public Officials Liability Insurance	3,050	3,050	2,733	317
Legal Advertising	3,000	2,750	3,705	(955)
Miscellaneous Mailings	100	92	2,272	(2,181)
Dues, Licenses & Fees	175	160	375	(214)
Miscellaneous Fees	300	275	0	275
Website Hosting, Maintenance, Backup & Email	3,700	3,392	3,463	(71)
Total Financial & Administrative	121,062	111,850	130,585	(18,736)
Legal Counsel				
District Counsel	20,000	18,333	20,745	(2,410)
Total Legal Counsel	20,000	18,333	20,745	(2,410)
Electric Utility Services				
Utility Services	985	903	721	181
Total Electric Utility Services	985	903	721	181

Statement of Revenues and Expenditures  $As\ of\ 08/31/2023$ 

	Year Ending	Through	Year To D	ate
	09/30/2023	08/31/2023	08/31/202	23
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Stormwater Control				
Aquatic Maintenance	58,004	53,170	53,004	166
Lake/Pond Bank Maintenance & Repair	56,580	51,865	60,165	(8,300)
Stormwater System Maintenance	30,888	28,314	14,191	14,123
Stormwater System Repair	35,200	32,267	1,285	30,982
Total Stormwater Control	180,672	165,616	128,645	36,971
Other Physical Environment				
Property Insurance	1,585	1,585	132	1,453
General Liability Insurance	3,730	3,730	3,341	389
Entry & Walls Maintenance & Repair	800	733	0	733
Landscape Maintenance	27,323	25,046	48,516	(23,470)
Irrigation Maintenance & Repair	10,625	9,740	3,009	6,732
Landscape Inspection Services	8,400	7,700	7,700	0
Miscellaneous Contingency	7,800	7,150	4,298	2,851
Total Other Physical Environment	60,263	55,684	66,995	(11,311)
Total Expenditures	388,982	357,886	352,891	4,994
Total Excess of Revenues Over(Under) Expen-	0	31,096	43,031	(11,935)
ditures				
Total Other Financing Sources(Uses) Interfund Transfer (Revenue)				
Interfund Transfer	0	0	200,000	(200,000)
Total Other Financing Sources(Uses)	0	0	200,000	(200,000)
Fund Balance, Beginning of Period	0	0	15,365	(15,365)
Total Fund Balance, End of Period	0	31,096	258,396	(227,300)

### Statement of Revenues and Expenditures As of 08/31/2023

	Year Ending 09/30/2023			
_	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	18,894	(18,894)
Total Revenues	0	0	18,894	(18,894)
Expenditures				
Stormwater Control				
Stormwater System Repair	0	0	84,614	(84,615)
Total Stormwater Control	0	0	84,614	(84,615)
Total Expenditures	0	0	84,614	(84,615)
Total Excess of Revenues Over(Under) Expenditures	0	0	(65,720)	65,720
Total Other Financing Sources(Uses) Interfund Transfer (Expense)				
Interfund Transfer	0	0	(200,000)	200,000
Total Other Financing Sources(Uses)	0	0	(200,000)	200,000
Fund Balance, Beginning of Period	0	0	1,296,859	(1,296,859)
Total Fund Balance, End of Period	0	0	1,031,139	(1,031,139)

### 330 Debt Service Fund S2015A-1

### **Bridgewater Community Development District**

Statement of Revenues and Expenditures
As of 08/31/2023

	Year Ending Through 09/30/2023 08/31/2023		•	
<del>-</del>	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	8,362	(8,362)
Special Assessments				
Tax Roll	219,311	219,311	222,074	(2,763)
Total Revenues	219,311	219,311	230,436	(11,125)
Expenditures				
Debt Service				
Interest	94,311	94,311	92,503	1,808
Principal	125,000	125,000	130,000	(5,000)
Total Debt Service	219,311	219,311	222,503	(3,192)
Total Expenditures	219,311	219,311	222,503	(3,192)
Total Excess of Revenues Over(Under) Expen-	0	0	7,933	(7,933)
ditures				
Fund Balance, Beginning of Period	0	0	196,709	(196,709)
Total Fund Balance, End of Period	0	0	204,642	(204,642)
_		<u> </u>		

### 330 Debt Service Fund S2015A-2

#### **Bridgewater Community Development District**

Statement of Revenues and Expenditures  $As\ of\ 08/31/2023$ 

	Year Ending	Through	Year To D	ate
	09/30/2023	08/31/2023	08/31/202	23
_	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	27,758	(27,758)
Special Assessments				
Tax Roll	665,263	665,263	670,660	(5,397)
Off Roll	34,698	34,698	34,699	0
Total Revenues	699,961	699,961	733,117	(33,155)
Expenditures				
Debt Service				
Interest	359,961	359,961	365,988	(6,026)
Principal	340,000	340,000	350,000	(10,000)
Total Debt Service	699,961	699,961	715,988	(16,026)
Total Expenditures	699,961	699,961	715,988	(16,026)
Total Excess of Revenues Over(Under) Expenditures	0	0	17,129	(17,129)
ditules				
Fund Balance, Beginning of Period	0	0	713,905	(713,905)
Total Fund Balance, End of Period	0	0	731,034	(731,034)

### Bridgewater CDD Investment Summary August 31, 2023

Account	<u>Investment</u>	lance as of rust 31, 2023
The Bank of Tampa	Money Market	\$ 3,034
The Bank of Tampa ICS - Operating:		
First Horizon Bank	Money Markey	5
Merchants Bank of Indiana	Monet Market	78,727
Morton Community Bank	Money Market	10,336
Watermark Bank	Money Market	20
	<b>Total General Fund Investments</b>	\$ 92,122
The Bank of Tampa ICS - Capital Reserve:		
First Horizon Bank	Money Market	\$ 226
Merchants Bank of Indiana	Money Market	169,720
Morton Community Bank	Money Market	199,248
Park National Bank	Money Market	248,825
Pinnacle Bank	Money Market	248,825
Watermark Bank	Money Market	84
Western Alliance Bank	Money Market	248,825
	Total Reserve Fund Investments	\$ 1,115,753
Hancock Bank Series 2015A-1 Interest	Federated Prime Obligation #5	\$ 18
Hancock Bank Series 2015A-1 Reserve	Federated Prime Obligation #5	111,912
Hancock Bank Series 2015A-1 Principal	Federated Prime Obligation #5	50
Hancock Bank Series 2015A-1 Revenue	Federated Prime Obligation #5	90,756
Hancock Bank Series 2015A-1 Redemption	Federated Prime Obligation #5	8
Hancock Bank Series 2015A-2 Reserve	Federated Prime Obligation #5	357,184
Hancock Bank Series 2015A-2 Revenue	Federated Prime Obligation #5	367,071
Hancock Bank Series 2015A-2 Redemption	Federated Prime Obligation #5	837
Hancock Bank Series 2015A-2 Interest	Federated Prime Obligation #5	73
Hancock Bank Series 2015A-2 Sinking	Federated Prime Obligation #5	135
	<b>Total Debt Service Fund Investments</b>	\$ 928,044

### Bridgewater Community Development District Summary A/P Ledger From 08/1/2023 to 08/31/2023

-	Fund Name	GL posting date	Vendor name	Document	number Description	Balance Due
330, 2412	330 General Fund	08/01/2023	Kilinski / Van Wyk, PLLC	7126	Legal Services 07/23	3,315.75
Sum for 330, 2412 Sum for 330 Sum Total	)					3,315.75 3,315.75 <b>3,315.7</b> 5

### Bridgewater Community Development District Notes to Unaudited Financial Statements August 31, 2023

### **Balance Sheet**

- 1. Trust statement activity has been recorded through 08/31/23.
- 2. See EMMA (Electronic Municipal Market Access) at <a href="https://emma.msrb.org">https://emma.msrb.org</a> for Municipal Disclosures and Market Data.
- 3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

# Tab 3A



# Financial Statements (Unaudited)

**September 30, 2023** 

Prepared by: Rizzetta & Company, Inc.

bridgewatercdd.org rizzetta.com

Balance Sheet As of 09/30/2023 (In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Gymnt Fund	Fixed Assets Group	Long-Term Debt
Assets						
Cash In Bank	130,762	(84,614)	7,632	53,780	0	0
Investments	92,428	1,118,158	932,153	2,142,739	0	0
Prepaid Expenses	20,564	0	0	20,564	0	0
Fixed Assets	0	0	0	0	24,366,915	0
Amount Available in Debt Service	0	0	0	0	0	939,785
Amount To Be Provided Debt Service	0	0	0	0	0	7,070,215
Total Assets	243,754	1,033,544	939,785	2,217,083	24,366,915	8,010,000
Liabilities						
Accounts Payable	15,084	0	0	15,084	0	0
Accrued Expenses	2,500	0	0	2,500	0	0
Due To Other	4,990	0	0	4,990	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	8,010,000
Total Liabilities	22,574	0	0	22,574	0	8,010,000
Fund Equity & Other Credits						
Beginning Fund Balance	15,365	1,296,859	910,614	2,222,837	0	0
Investment In General Fixed Assets	0	0	0	0	24,366,915	0
Net Change in Fund Balance	205,815	(263,315)	29,171	(28,328)	0	0
Total Fund Equity & Other Credits	221,180	1,033,544	939,785	2,194,509	24,366,915	0
Total Liabilities & Fund Equity	243,754	1,033,544	939,785	2,217,083	24,366,915	8,010,000

Electric Utility Services
Utility Services

Total Electric Utility Services

#### **Bridgewater Community Development District**

Statement of Revenues and Expenditures
As of 09/30/2023

	(In Whole Numbe	rs)			
	Year Ending	Through	Year To Date		
	09/30/2023	09/30/2023	09/30/2023		
<del>-</del>	Annual Budget	YTD Budget	YTD Actual	YTD Variance	
Revenues					
Interest Earnings					
Interest Earnings	0	0	1,400	(1,400)	
Special Assessments					
Tax Roll	365,582	365,582	371,474	(5,891)	
Off Roll	23,400	23,400	23,399	0	
Total Revenues	388,982	388,982	396,273	(7,291)	
Expenditures					
Legislative					
Supervisor Fees	6,000	6,000	6,000	0	
Total Legislative	6,000	6,000	6,000	0	
Financial & Administrative					
Administrative Services	5,897	5,897	5,897	0	
District Management	27,040	27,040	27,040	0	
District Engineer	30,000	30,000	31,485	(1,485)	
Disclosure Report	5,000	5,000	5,000	0	
Trustees Fees	4,000	4,000	4,000	0	
Assessment Roll	5,460	5,460	5,460	0	
Financial & Revenue Collections	5,460	5,460	5,460	0	
Tax Collector/Property Appraiser Fees	0	0	13,564	(13,564)	
Accounting Services	22,880	22,880	22,880	0	
Auditing Services	4,000	4,000	3,800	200	
Arbitrage Rebate Calculation	1,000	1,000	1,000	0	
Public Officials Liability Insurance	3,050	3,050	2,733	317	
Legal Advertising	3,000	3,000	3,992	(992)	
Miscellaneous Mailings	100	100	2,273	(2,173)	
Bank Fees	0	0	45	(45)	
Dues, Licenses & Fees	175	175	375	(200)	
Miscellaneous Fees	300	300	0	300	
Website Hosting, Maintenance, Backup &	3,700	3,700	3,638	62	
Email					
Total Financial & Administrative	121,062	121,062	138,642	(17,580)	
Legal Counsel					
District Counsel	20,000	20,000	21,314	(1,315)	
Total Legal Counsel	20,000	20,000	21,314	(1,315)	
-	•	•	•	· · · /	

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### **Bridgewater Community Development District**

Statement of Revenues and Expenditures
As of 09/30/2023

(In Whole Numbers)

	(III Whole I tallioe	13)		
	Year Ending	Through	Year To D	ate
	09/30/2023	09/30/2023	09/30/202	23
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Stormwater Control				
Aquatic Maintenance	58,004	58,004	57,421	583
Lake/Pond Bank Maintenance & Repair	56,580	56,580	66,080	(9,500)
Stormwater System Maintenance	30,888	30,888	17,029	13,859
Stormwater System Repair	35,200	35,200	1,285	33,915
Total Stormwater Control	180,672	180,672	141,814	38,857
Other Physical Environment				
Property Insurance	1,585	1,585	132	1,453
General Liability Insurance	3,730	3,730	3,341	389
Entry & Walls Maintenance & Repair	800	800	0	800
Landscape Maintenance	27,323	27,323	53,182	(25,859)
Irrigation Maintenance & Repair	10,625	10,625	10,769	(144)
Landscape Inspection Services	8,400	8,400	8,400	0
Miscellaneous Contingency	7,800	7,800	4,298	3,502
Total Other Physical Environment	60,263	60,263	80,122	(19,858)
Contingency				
Miscellaneous Contingency	0	0	1,600	(1,600)
Total Contingency	0	0	1,600	(1,600)
Total Expenditures	388,982	388,982	390,458	(1,476)
- 1- A-			- 04 -	( <b>7</b> .04. <b>7</b> )
Total Excess of Revenues Over(Under) Expenditures	0	0	5,815	(5,815)
Total Other Financing Sources(Uses) Interfund Transfer (Revenue)				
Interfund Transfer	0	0	200,000	(200,000)
Total Other Financing Sources(Uses)	0	0	200,000	(200,000)
Fund Balance, Beginning of Period	0	0	15,365	(15,365)
Total Fund Balance, End of Period	0	0	221,180	(221,180)

### **Bridgewater Community Development District**

Statement of Revenues and Expenditures

### As of 09/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 09/30/2023	Year To D 09/30/202	
_	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	21,300	(21,300)
Total Revenues	0	0	21,300	(21,300)
Expenditures				
Stormwater Control				
Stormwater System Repair	0	0	84,615	(84,614)
Total Stormwater Control	0	0	84,615	(84,614)
Total Expenditures	0	0	84,615	(84,614)
Total Excess of Revenues Over(Under) Expenditures	0	0	(63,315)	63,315
Total Other Financing Sources(Uses) Interfund Transfer (Expense)				
Interfund Transfer	0	0	(200,000)	200,000
Total Other Financing Sources(Uses)	0		(200,000)	200,000
Fund Balance, Beginning of Period	0	0	1,296,859	(1,296,859)
Total Fund Balance, End of Period	0	0	1,033,544	(1,033,544)

### 330 Debt Service Fund S2015A-1

### **Bridgewater Community Development District**

Statement of Revenues and Expenditures
As of 09/30/2023
(In Whole Numbers)

	Year Ending 09/30/2023	Through 09/30/2023	Year To D 09/30/202	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	9,260	(9,260)
Special Assessments				
Tax Roll	219,311	219,311	222,074	(2,763)
Total Revenues	219,311	219,311	231,334	(12,023)
Expenditures				
Debt Service				
Interest	94,311	94,311	92,503	1,808
Principal	125,000	125,000	130,000	(5,000)
Total Debt Service	219,311	219,311	222,503	(3,192)
Total Expenditures	219,311	219,311	222,503	(3,192)
Total Excess of Revenues Over(Under) Expen-	0	0	8,831	(8,831)
ditures				
Fund Balance, Beginning of Period	0	0	196,709	(196,709)
Total Fund Balance, End of Period	0	0	205,540	(205,540)

### 330 Debt Service Fund S2015A-2

### **Bridgewater Community Development District**

Statement of Revenues and Expenditures  $As\ of\ 09/30/2023$ 

(In	Whole	Numbers)
(111	VV IIOIC	rumbers)

	(In Whole Numbe	rs)		
	Year Ending	Through	Year To D	ate
	09/30/2023	09/30/2023	09/30/202	23
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	30,970	(30,970)
Special Assessments				
Tax Roll	665,263	665,263	670,660	(5,397)
Off Roll	34,698	34,698	34,698	0
Total Revenues	699,961	699,961	736,328	(36,367)
Expenditures				
Debt Service				
Interest	359,961	359,961	365,987	(6,026)
Principal	340,000	340,000	350,000	(10,000)
Total Debt Service	699,961	699,961	715,987	(16,026)
Total Expenditures	699,961	699,961	715,987	(16,026)
Total Excess of Revenues Over(Under) Expen-	0	0	20,341	(20,341)
ditures				
Fund Balance, Beginning of Period	0	0	713,905	(713,905)
Total Fund Balance, End of Period	0	0	734,246	(734,246)

### Bridgewater CDD Investment Summary September 30, 2023

Account	<u>Investment</u>	lance as of mber 30, 2023
The Bank of Tampa	Money Market	\$ 3,175
The Bank of Tampa ICS - Operating:		
Merchants Bank of Indiana	Monet Market	49
Morton Community Bank	Money Market	22
Pinnacle Bank	Money Market	89,182
	<b>Total General Fund Investments</b>	\$ 92,428
FLCLASS	Average Monthly Yield 5.4700%	\$ 1,118,158
	<b>Total Reserve Fund Investments</b>	\$ 1,118,158
Hancock Bank Series 2015A-1 Interest	Federated Prime Obligation #5	\$ 19
Hancock Bank Series 2015A-1 Reserve	Federated Prime Obligation #5	112,407
Hancock Bank Series 2015A-1 Principal	Federated Prime Obligation #5	50
Hancock Bank Series 2015A-1 Revenue	Federated Prime Obligation #5	91,157
Hancock Bank Series 2015A-1 Redemption	Federated Prime Obligation #5	8
Hancock Bank Series 2015A-2 Reserve	Federated Prime Obligation #5	358,765
Hancock Bank Series 2015A-2 Revenue	Federated Prime Obligation #5	368,697
Hancock Bank Series 2015A-2 Redemption	Federated Prime Obligation #5	841
Hancock Bank Series 2015A-2 Interest	Federated Prime Obligation #5	73
Hancock Bank Series 2015A-2 Sinking	Federated Prime Obligation #5	136
	<b>Total Debt Service Fund Investments</b>	\$ 932,153

### Bridgewater Community Development District Summary A/P Ledger From 09/1/2023 to 09/30/2023

	Fund Name	GL posting date	Vendor name	Document numbe	r Description	Balance Due
330, 2412						
·	330 General Fund	09/22/2023	BrightView Landscap Services, Inc.	pe 8600025	Landscape Mainte- nance 09/23	1,890.00
	330 General Fund	09/22/2023	BrightView Landscap Services, Inc.	pe 8600031	Landscape Mainte- nance 09/23	500.00
	330 General Fund	09/22/2023	BrightView Landscap Services, Inc.	e 8600028	Irrigation Repairs 09/23	7,560.00
	330 General Fund	09/01/2023	Kilinski / Van Wyk, PLLC	7346	Legal Services 08/23	570.50
	330 General Fund	09/01/2023	Lakeland Electric	3384948 09/23 Auto- pay	Electric Services 09/23	3 146.38
	330 General Fund	09/01/2023	Solitude Lake Man- agement, LLC	PS10008062	Lake Management 09/23	4,417.00
Sum for 330, 2412 Sum for 330 Sum Total	)		<b>0</b>			15,083.88 15,083.88 <b>15,083.88</b>

### Bridgewater Community Development District Notes to Unaudited Financial Statements September 30, 2023

### **Balance Sheet**

- 1. Trust statement activity has been recorded through 09/30/23.
- 2. See EMMA (Electronic Municipal Market Access) at <a href="https://emma.msrb.org">https://emma.msrb.org</a> for Municipal Disclosures and Market Data.
- 3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

## Tab 4





# Bridgewater CDD Lakeland Waterway Inspection Report

Reason for Inspection: Normal growth observed

**Inspection Date: 2023-09-07** 

### Prepared for:

District Manager Rizzetta & Company 12750 Citrus Park Lane, Suite #115 Tampa, Florida 33625

### Prepared by:

Mitchell Hartwig, Project Manager, Aquatic Biologist

Sun City Field Office SOLITUDELAKEMANAGEMENT.COM 888.480.LAKE (5253)

### TABLE OF CONTENTS

SITE ASSESSMENTS	
PONDS A, B, C	3
PONDS H, P, S	4
PONDS J, R, Small J	5
Ponds I, H, G	6
Ponds F, E	7
Ponds	
Ponds	
MANAGEMENT/COMMENTS SUMMARY	

### Site: A

### **Comments:**

Treatment in progress

Vegetation around perimeter has grown making it harder to access. Erosion is know around this site. Will treat as able on routine visits.

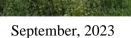
### **Action Required:**

Routine maintenance next visit

### **Target:**

Species non-specific







September, 2023

### Site: B

### **Comments:**

Normal growth observed

Open water looks good, positive treatment on shoreline weeds and floating weeds within the site.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Species non-specific



September, 2023



September, 2023

### Site: C

### **Comments:**

Site looks good

Positive treatment on shoreline weeds within the site. Open water looks good. More shoreline vegetation to be treated during next routine visits.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Torpedograss



September, 2023



September, 2023

### Site: L. Hazel

### **Comments:**

Treatment in progress

Shoreline weeds have positive treatment results but more Primrose along the perimeter on the southern end needs some work.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Shoreline weeds



September, 2023



September, 2023

### Site: L. Peggy

### **Comments:**

Treatment in progress

Hydrilla observed within the site along with some floating weeds in various parts.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Hydrilla



September, 2023



September, 2023

### Site: L. Serena

### **Comments:**

Treatment in progress

Cattails continued to be treated and Hydrilla in some areas are in process of being treated.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Species non-specific



September, 2023



September, 2023

### Site: L. Jane

### **Comments:**

Treatment in progress

Positive treatment of submersed vegetation within the site. Some shoreline weeds need more treatments.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Submersed vegetation



September, 2023



September, 2023

### Site: L. Ruth

### **Comments:**

Normal growth observed

Open water looks good, shoreline weeds addressed and kept to a minimal.

### **Action Required:**

Routine maintenance next visit

### Target:

Shoreline weeds



September, 2023



September, 2023

### Site: J

### **Comments:**

Normal growth observed

Good continued growth of Gulf Spikerush within the site. Some algae observed.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Surface algae



September, 2023



September, 2023

### Site: I

### **Comments:**

Normal growth observed

Algae growth within the site around the perimeter.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Surface algae



September, 2023



September, 2023

### Site: H

### **Comments:**

Normal growth observed

Patches of algae growth seen around site H.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Surface algae



September, 2023



September, 2023

### Site: G

### **Comments:**

Normal growth observed

Minimal grasses around the shoreline present and some recent construction debris observed within the site.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Surface algae



September, 2023



September, 2023

### Site: F

### **Comments:**

Site looks good

Minor growth of weeds within the site. Open water looks good.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Species non-specific





September, 2023

### Site: E

### **Comments:**

Normal growth observed

Some Sesbania growth within the site that will be dying off in the next month, minimal shoreline weeds.

### **Action Required:**

Routine maintenance next visit

### Target:

Shoreline weeds





September, 2023

September, 2023

### **Management Summary**

Bridgewater CDD Waterway Inspection Report was completed on September 7th, 2023 for all sites.

- Site A: Vegetation around perimeter has grown making it harder to access. Erosion is know around this site. Will treat as able on routine visits.
- Site B: Open water looks good, positive treatment on shoreline weeds and floating weeds within the site.
- Site C: Positive treatment on shoreline weeds within the site. Open water looks good. More shoreline vegetation to be treated during next routine visits.
- Site Hazel: Shoreline weeds have positive treatment results but more Primrose along the perimeter on the southern end needs some work.

Site Peggy: Hydrilla observed within the site along with some floating weeds in various parts.

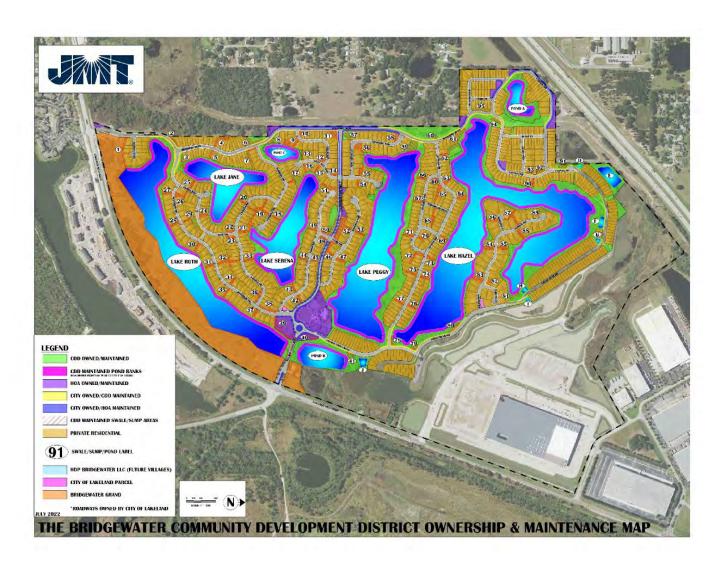
Site Serena: Cattails continued to be treated and Hydrilla in some areas are in process of being treated.

Site Jane: Positive treatment of submersed vegetation within the site. Some shoreline weeds need more treatments.

Site Ruth: Open water looks good, shoreline weeds addressed and kept to a minimal.

- Site J: Good continued growth of Gulf Spikerush within the site. Some algae observed.
- Site I: Algae growth within the site around the perimeter.
- Site H: Patches of algae growth seen around site H.
- Site G: Minimal grasses around the shoreline present and some recent construction debris observed within the site.
- Site F: Minor growth of weeds within the site. Open water looks good.
- Site E: Some Sesbania growth within the site that will be dying off in the next month, minimal shoreline weeds.

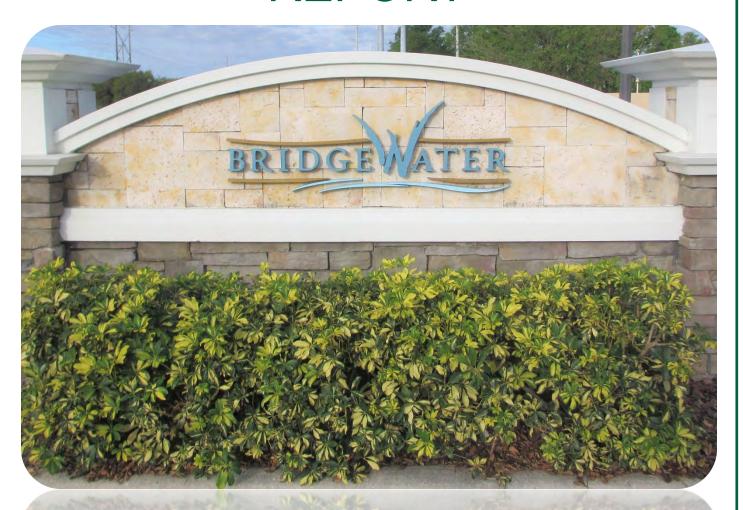
Site	Comments	Target	Action Required
A	Treatment in progress	Species non-specific	Routine maintenance next visit
В	Normal growth observed	Species non-specific	Routine maintenance next visit
С	Site looks good	Torpedograss	Routine maintenance next visit
Н	Treatment in progress	Shoreline weeds	Routine maintenance next visit
P	Treatment in progress	Hydrilla	Routine maintenance next visit
S	Treatment in progress	Species non-specific	Routine maintenance next visit
J	Treatment in progress	Submersed vegetation	Routine maintenance next visit
R	Normal growth observed	Shoreline weeds	Routine maintenance next visit
J	Normal growth observed	Surface algae	Routine maintenance next visit
I	Normal growth observed	Surface algae	Routine maintenance next visit
Н	Normal growth observed	Surface algae	Routine maintenance next visit
G	Normal growth observed	Surface algae	Routine maintenance next visit
F	Site looks good	Species non-specific	Routine maintenance next visit
Е	Normal growth observed	Shoreline weeds	Routine maintenance next visit



# Tab 5

# BRIDGEWATER CDD

# LANDSCAPE INSPECTION REPORT



October 31, 2023
Rizzetta & Company
Bryan Schaub – Landscape Specialist



### Summary, Sumps 95 – 89 & Great Bear

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

- Check all irrigation and turn in wet checks to the District Manager.
- ❖ Scheduled fertilization events for turf, palms & beds should have been completed.

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 information for the Board Of Supervisors. Orange is for Staff.

 At Sump 94 and many other sumps propertywide, some of the lake bank area in the maintained sections are not being maintained. (Pic 1)



- 2. Property-wide, vendor to keep all tree rings detailed including weeding & setting strong bed lines.
- 3. In the same area & at the end of Manitoba at Caspian, pin down or remove irrigation lines that can causing tripping accidents. If these do not work, disconnect.
- 4. Behind Sump 91, cut back ncroaching plant material from natural areas, remove mosses, remove vines, and set strong bed lines.

- 5. In the same areas, detail the tree rings, straighten any leaning trees & tighten all strapping systems & firm up staking systems.
- 6. On Great Bear the North/East ROW, behind the Pond D, detail the beds including weeding (some work was completed), removing dead plant material after herbicide events, setting strong bed lines, removing mosses & pruning out dead material from stressed plants.
- 7. In the same area, diagnose and take any corrective actions including irrigation repair to improve the color and vigor of the plant material. Some units are dead, why?

  (Pic 7)





### Great Bear, Sumps 89 – 72 & Geneva

8. Along Great Bear, there are multiple trees that look to be dead or at least dying. Correct and report cause. (Pic 8)



- 9. In the south ROW of Great Bear near Pond F, several of the newly installed Live Oaks have been tipped in the high wind event. Straighten as possible.
- 10. Mow or line trim the grass on the back side, weed the beds, remove vines and set strong bed lines for the beds near Pond H. (Pic 10)



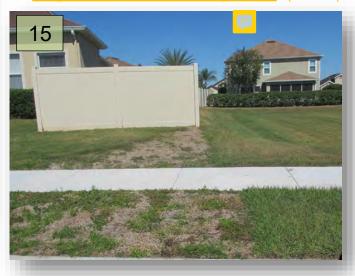
- 11. In Sumps 81-61, line trim carefully around all waterflow structure. Multiple structures were missed on at least one rotation.
- 12. In Sumps 81-78, remove all inoperable tree irrigation and/or repair, if operable.

13. At the Great Bear cul-de-sac, the mowing was completed, but the "clean up" was unprofessional. Detail the area, <u>properly</u>. (Pic 13)



- 14. In multiple areas along Great Bear, develop tree rings by setting strong bed lines & removing weeds.
- 15. The St. Augustine turf installed during the construction has died and needs to be replaced by the installer. There is irrigation in that area & the unirrigated sod is thriving.

  Brightview or District Engineer? (Pic 15)



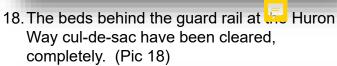
16. Sump 68 was cleared out. Good job, Brightview. This area is continually wet, and I believe is on the District Engineer's list for sump repairs.



### Geneva, Sumps 72 – 50 & VLB

17. At the south end of Sump 50, remove all volunteer palms from the beds. (Pic 17)







- 19. Sump 17 is retaining water, and the water level is over the drain grate. Almost all Sumps were normal to very dry, so this one may have to be looked at by the engineer. (Pic 19 >)
- 20. Property-wide, treat all active ant mounds. Rake out in ive mounds.
- 21. Property-wide, treat all joint expansion crack weeds.





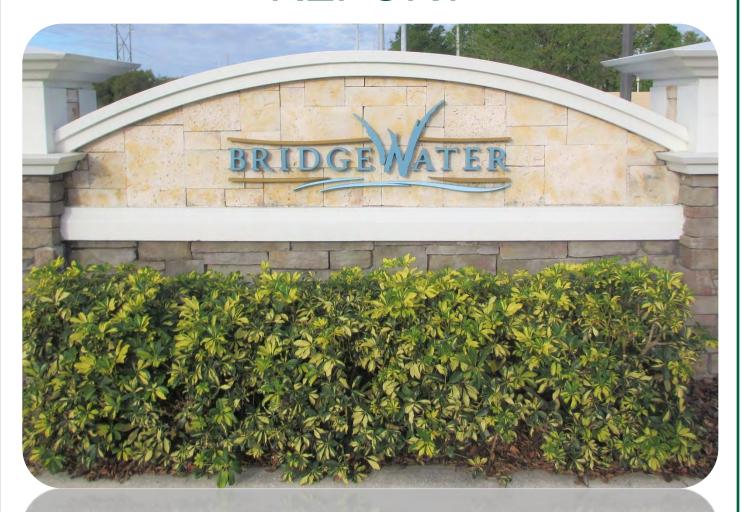
# Proposals



# Tab 6

# **BRIDGEWATER CDD**

# LANDSCAPE INSPECTION REPORT



October 31, 2023
Rizzetta & Company
Bryan Schaub – Landscape Specialist



### Summary, Sumps 95 – 89 & Great Bear

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

- Check all irrigation and turn in wet checks to the District Manager.
- ❖ Scheduled fertilization events for turf, palms & beds should have been completed.

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 information for the Board Of Supervisors. Orange is for Staff.

 At Sump 94 and many other sumps propertywide, some of the lake bank area in the maintained sections are not being maintained. (Pic 1)



- 2. Property-wide, vendor to keep all tree rings detailed including weeding & setting strong bed lines.
- 3. In the same area & at the end of Manitoba at Caspian, pin down or remove irrigation lines that can causing tripping accidents. If these do not work, disconnect.
- 4. Behind Sump 91, cut back encroaching plant material from natural areas, remove mosses, remove vines, and set strong bed lines.

- 5. In the same areas, detail the tree rings, straighten any leaning trees & tighten all strapping systems & firm up staking systems.
- On Great Bear in the North/East ROW, behind the Pond D, detail the beds including weeding (some work was completed), removing dead plant material after herbicide events, setting strong bed lines, removing mosses & pruning out dead material from stressed plants.
- 7. In the same area, diagnose and take any corrective actions including irrigation repair to improve the color and vigor of the plant material. Some units are dead, why? (Pic 7)



### Great Bear, Sumps 89 – 72 & Geneva

8. Along Great Bear, there are multiple trees that look to be dead or at least dying. Correct and report cause. (Pic 8)



- In the south ROW of Great Bear near Pond F, several of the newly installed Live Oaks have been tipped in the high wind event. Straighten as possible.
- 10. Mow or line trim the grass on the back side, weed the beds, remove vines and set strong bed lines for the beds near Pond H. (Pic 10)



- 11. In Sumps 81-61, line trim carefully around all waterflow structure. Multiple structures were missed on at least one rotation.
- 12. <u>In Sumps 81-78, remove all inoperable tree</u> irrigation and/or repair, if operable.

13. At the Great Bear cul-de-sac, the mowing was completed, but the "clean up" was unprofessional. Detail the area, <u>properly</u>. (Pic 13)



- 14. In multiple areas along Great Bear, develop tree rings by setting strong bed lines & removing weeds.
- 15. The St. Augustine turf installed during the construction has died and needs to be replaced by the installer. There is irrigation in that area & the unirrigated sod is thriving.

  Brightview or District Engineer? (Pic 15)



16. Sump 68 was cleared out. Good job, Brightview. This area is continually wet, and I believe is on the District Engineer's list for sump repairs.



### Geneva, Sumps 72 – 50 & VLB

17. At the south end of Sump 50, remove all volunteer palms from the beds. (Pic 17)



18. The beds behind the guard rail at the Huron Way cul-de-sac have been cleared, completely. (Pic 18)



- 19. Sump 17 is retaining water, and the water level is over the drain grate. Almost all Sumps were normal to very dry, so this one may have to be looked at by the engineer. (Pic 19 >)
- 20. Property-wide, treat all active ant mounds. Rake out inactive mounds.
- 21. Property-wide, treat all joint expansion crack weeds.





# Proposals



# Tab 7

### RESOLUTION 2024-01

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 final General Fund Budget ("Budget") for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023 ("Fiscal Year 2022-2023"); and

WHEREAS, the Board desires to amend the Fiscal Year 2022-2023 Budget to reflect changes to budgeted revenues and expenses approved during Fiscal Year 2022-2023; and

**WHEREAS,** pursuant to Chapters 189 and 190, *Florida Statutes*, the Board is authorized to amend the Fiscal Year 2022-2023 Budget within sixty (60) days following the end of the Fiscal Year 2022-2023; and

**WHEREAS**, the Board finds that it is in the best interest of the District and its landowners to amend the Fiscal Year 2022-2023 Budget to reflect the actual appropriations.

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

### SECTION 1. BUDGET AMENDMENT.

- a. The Board has reviewed the proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of Sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "Adopted Annual Budget") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 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 November 20, 2023."

SECTION 2.	APPROPRIATIONS. There is hereby appropriated out of the revenues of the
District, the fiscal y	year beginning October 1, 2022, and ending September 30, 2023, the sums se
forth below, to be ra	ised by special assessments or otherwise, which sums are deemed by the Board
to be necessary to dappropriated in the	efray all expenditures of the District during said budget year, to be divided and following fashion:

TOTAL GENERAL FUND	<b>\$</b>
RESERVE FUND	<b>\$</b>
DEBT SERVICE FUND, SERIES 2015AA-1	<b>\$</b>
DEBT SERVICE FUND, SERIES 2015AA-2	<b>\$</b>
TOTAL ALL FUNDS	\$
SECTION 3. CONFLICTS. All District resolution this Resolution are, to the extent of such conflict, supersolution	
SECTION 4. SEVERABILITY. The invalidity of provisions of this Resolution shall not affect the validity of this Resolution, or any part thereof.	•
SECTION 5. EFFECTIVE DATE. This Resolvember 20, 2023.	solution shall take effect as of
PASSED AND ADOPTED this 20th day of Nov	vember, 2023.
	DGEWATER COMMUNITY VELOPMENT DISTRICT
Secretary/Assistant Secretary Cha	irperson, Board of Supervisors

Exhibit A: Amended General Fund Budget FY 2022-2023

## EXHIBIT A AMENDED FISCAL YEAR 2022-2023 GENERAL FUND BUDGET

# Amended Budget Bridgewater Community Development District General Fund Fiscal Year 2022/2023

Chart of Accounts Classification	Amended Budget FY 2022/2023
REVENUES	
Interest Earnings	
Interest Earnings	\$ 1,400
Special Assessments	
Tax Roll*	\$ 371,474
Off Roll*	\$ 23,399
Misc. Revenue	
Misc. Revenue	
TOTAL REVENUES	\$ 396,273
Balance Forward from Prior Year(s)	\$ 8,000
TOTAL REVENUES AND BALANCE FORWARD	\$ 404,273
EXPENDITURES - ADMINISTRATIVE	
Legislative	
Supervisor Fees	\$6,000
Financial & Administrative	
Administrative Services	\$5,897
District Management	\$27,040
District Engineer	\$31,485
Disclosure Report	\$5,000
Trustees Fees	\$4,000
Financial & Revenue Collections	\$5,460
Assessment Roll	\$5,460
Accounting Services	\$22,880
Auditing Services	 \$3,800
Arbitrage Rebate Calculation	\$1,000
Miscellaneous Mailings	\$2,273
Bank Fees	\$45

# Amended Budget Bridgewater Community Development District General Fund Fiscal Year 2022/2023

Legal Advertising Dues, Licenses & Fees Tax Collector /Property Appraiser Fees Miscellaneous Fees Website Hosting, Maint., Backup & Email Legal Counsel District Counsel  \$2  Administrative Subtotal  EXPENDITURES - FIELD OPERATIONS  Electric Utility Services Utility Services Utility Services Stormwater Control Stormwater System Maintenance Stormwater System Repairs Lake/Pond Bank Maintenance Aquatic Maintenance Aquatic Maintenance Storme Physical Environment General Liabilty Insurance Entry & Walls Maintenance Entry & Walls Maintenance  Landscape Maintenance Entry & Walls Maintenance Signification Maintenance Entry & Walls Maintenance Signification Maintenance	Chart of Accounts Classification	Amended Budget FY 2022/2023
Legal Advertising Dues, Licenses & Fees  Tax Collector /Property Appraiser Fees Miscellaneous Fees Website Hosting, Maint., Backup & Email Legal Counsel District Counsel  \$2  Administrative Subtotal  EXPENDITURES - FIELD OPERATIONS  Electric Utility Services Utility Services Utility Services Stormwater Control Stormwater System Maintenance Stormwater System Repairs Lake/Pond Bank Maintenance Aquatic Maintenance Aquatic Maintenance Storme Control  General Liabilty Insurance Entry & Walls Maintenance Landscape Maintenance Landscape Maintenance Landscape Inspection Services Miscellaneous Contingency Miscellaneous Contingency Miscellaneous Contingency Miscellaneous Contingency Miscellaneous Contingency  Field Operations Subtotal  \$23	Public Officials Liability Insurance	\$2,733
Dues, Licenses & Fees Tax Collector /Property Appraiser Fees Miscellaneous Fees Website Hosting, Maint., Backup & Email Legal Counsel  District Counsel  \$2  Administrative Subtotal \$16  EXPENDITURES - FIELD OPERATIONS  Electric Utility Services Utility Services Stormwater Control Stormwater System Maintenance \$1  Stormwater System Maintenance \$4  Aquatic Maintenance Aquatic Maintenance Cother Physical Environment General Liabilty Insurance Entry & Walls Maintenance  Entry & Walls Maintenance  Landscape Maintenance  Entry & Walls Maintenance  Entry & Maintenance  Landscape Inspection Services Miscellaneous Contingency  Miscellaneous Contingency  Miscellaneous Contingency  \$23  \$24  \$35  \$45  \$55  \$56  \$57  \$57  \$57  \$57  \$57  \$5	-	\$3,992
Tax Collector /Property Appraiser Fees  Miscellaneous Fees  Website Hosting, Maint., Backup & Email  Legal Counsel  District Counsel  \$2  Administrative Subtotal  EXPENDITURES - FIELD OPERATIONS  Electric Utility Services  Utility Services  Stormwater Control  Stormwater Control  Stormwater System Maintenance  \$10  Stormwater System Maintenance  Aquatic Maintenance  \$40  Other Physical Environment  General Liabilty Insurance  Entry & Walls Maintenance  Stormwater System Maintenance  Entry & Walls Maintenance  Stormwater System Maintenance  Entry & Walls Maintenance  Entry & Walls Maintenance  Stormwater System Maintenance  Entry & Walls Maintenance  Stormwater System Maintenance  Entry & Walls Maintenance  Entry & Walls Maintenance  Stormwater System Maintenance  Entry & Walls Maintenance  Stormwater System Maintenance		\$375
Miscellaneous Fees Website Hosting, Maint., Backup & Email Legal Counsel District Counsel Stormouter Subtotal EXPENDITURES - FIELD OPERATIONS  Electric Utility Services Utility Services Stormwater Control Stormwater System Maintenance Stormwater System Maintenance Stormouter System Maintenance Aquatic Maintenance Aquatic Maintenance General Liabilty Insurance Entry & Walls Maintenance Entry & Walls Maintenance Stormouter System Maintenance Entry & Walls Maintenance Stormouter System Maintenance Entry & Walls Maintenance Entry & Walls Maintenance Stormouter System Maintenance Entry & Walls Maintenance Stormouter System Maintenance Entry & Walls Maintenance Entry & Walls Maintenance Stormouter System Maintenance Entry & Walls Maintenance Stormouter System Maintenance Stormouter System Maintenance Entry & Walls Maintenance Stormouter System Maintenance Stormouter Sys		\$13,564
Legal Counsel  District Counsel  \$2  Administrative Subtotal  \$16  EXPENDITURES - FIELD OPERATIONS  Electric Utility Services  Utility Services  Stormwater Control  Stormwater System Maintenance  Stormwater System Repairs  Lake/Pond Bank Maintenance  Aquatic Maintenance  Aquatic Maintenance  Other Physical Environment  General Liabilty Insurance  Entry & Walls Maintenance  Landscape Maintenance  Landscape Maintenance  \$5  Irrigation Maintenance & \$5  Irrigation Maintenance & \$5  Miscellaneous Contingency  Miscellaneous Contingency  \$23  Field Operations Subtotal		\$0
Legal Counsel  District Counsel  \$2  Administrative Subtotal  \$16  EXPENDITURES - FIELD OPERATIONS  Electric Utility Services  Utility Services  Stormwater Control  Stormwater System Maintenance  Stormwater System Repairs  Lake/Pond Bank Maintenance  Aquatic Maintenance  Aquatic Maintenance  Other Physical Environment  General Liabilty Insurance  Entry & Walls Maintenance  Landscape Maintenance  Landscape Maintenance  \$5  Irrigation Maintenance & \$5  Irrigation Maintenance & \$5  Miscellaneous Contingency  Miscellaneous Contingency  \$23  Field Operations Subtotal	Website Hosting, Maint., Backup & Email	\$3,638
District Counsel \$2  Administrative Subtotal \$16  EXPENDITURES - FIELD OPERATIONS  Electric Utility Services Utility Services Stormwater Control Stormwater System Maintenance \$1  Stormwater System Repairs \$  Lake/Pond Bank Maintenance \$6  Aquatic Maintenance \$5  Other Physical Environment \$5  Other Physical Environment \$5  Entry & Walls Maintenance \$5  Irrigation Maintenance \$5  Irrigation Maintenance \$5  Miscellaneous Contingency \$5  Field Operations Subtotal \$23		*****
EXPENDITURES - FIELD OPERATIONS  Electric Utility Services Utility Services Stormwater Control Stormwater System Maintenance Stormwater System Repairs Lake/Pond Bank Maintenance Aquatic Maintenance Aquatic Maintenance Stormwater System Repairs Stormwater System Repairs Lake/Pond Bank Maintenance Aquatic Maintenance Stormwater System Repairs Stormwater Sy		\$21,314
Electric Utility Services  Utility Services  Stormwater Control  Stormwater System Maintenance \$1° Stormwater System Repairs \$\$ Lake/Pond Bank Maintenance \$6° Aquatic Maintenance \$5° Other Physical Environment  General Liabilty Insurance \$\$ Property Insurance \$\$ Entry & Walls Maintenance \$5° Irrigation Maintenance \$5° Irrigation Maintenance & Repairs \$1° Landscape Inspection Services \$\$ Miscellaneous Contingency \$\$ Field Operations Subtotal \$23°  Field Operations Subtotal \$23°		\$165,956
Utility Services Stormwater Control Stormwater System Maintenance \$1 Stormwater System Repairs \$ Lake/Pond Bank Maintenance \$6 Aquatic Maintenance \$5 Other Physical Environment \$5 General Liabilty Insurance \$5 Property Insurance Entry & Walls Maintenance \$5 Irrigation Maintenance \$5 Irrigation Maintenance & Repairs \$1 Landscape Inspection Services \$\$ Miscellaneous Contingency \$5 Field Operations Subtotal \$23  Field Operations Subtotal \$23	EXPENDITURES - FIELD OPERATIONS	
Utility Services Stormwater Control Stormwater System Maintenance \$1 Stormwater System Repairs \$ Lake/Pond Bank Maintenance \$6 Aquatic Maintenance \$5 Other Physical Environment \$5 General Liabilty Insurance \$5 Property Insurance \$5 Entry & Walls Maintenance \$5 Irrigation Maintenance \$5 Irrigation Maintenance & Repairs \$1 Landscape Inspection Services \$\$ Miscellaneous Contingency \$5 Field Operations Subtotal \$23	Electric Utility Services	
Stormwater Control Stormwater System Maintenance \$1 Stormwater System Repairs \$ Lake/Pond Bank Maintenance \$6 Aquatic Maintenance \$5 Other Physical Environment \$5 General Liabilty Insurance \$ Property Insurance \$1 Entry & Walls Maintenance \$5 Irrigation Maintenance \$5 Irrigation Maintenance & Repairs \$1 Landscape Inspection Services \$1 Miscellaneous Contingency \$5 Contingency \$15 Field Operations Subtotal \$236		\$966
Stormwater System Repairs \$ Lake/Pond Bank Maintenance \$66 Aquatic Maintenance \$55 Other Physical Environment \$ General Liabilty Insurance \$57 Property Insurance \$57 Entry & Walls Maintenance \$57 Irrigation Maintenance \$57 Irrigation Maintenance & Repairs \$57 Landscape Inspection Services \$57 Miscellaneous Contingency \$57 Contingency \$57 Miscellaneous Contingency \$57 Field Operations Subtotal \$23		****
Stormwater System Repairs \$ Lake/Pond Bank Maintenance \$66 Aquatic Maintenance \$55 Other Physical Environment \$ General Liabilty Insurance \$57 Property Insurance \$57 Entry & Walls Maintenance \$57 Irrigation Maintenance \$57 Irrigation Maintenance & Repairs \$57 Landscape Inspection Services \$57 Miscellaneous Contingency \$57 Contingency \$57 Miscellaneous Contingency \$57 Field Operations Subtotal \$23	Stormwater System Maintenance	\$17,029
Lake/Pond Bank Maintenance  Aquatic Maintenance  Other Physical Environment  General Liabilty Insurance  Property Insurance  Entry & Walls Maintenance  Landscape Maintenance  Irrigation Maintenance & Repairs  Landscape Inspection Services  Miscellaneous Contingency  Miscellaneous Contingency  Services  Miscellaneous Contingency  Miscellaneous Contingency  \$ 15  Field Operations Subtotal		\$1,285
Other Physical Environment General Liabilty Insurance Property Insurance Entry & Walls Maintenance Landscape Maintenance Irrigation Maintenance & Repairs Landscape Inspection Services Miscellaneous Contingency Contingency Miscellaneous Contingency  Field Operations Subtotal  \$236	Lake/Pond Bank Maintenance	\$66,080
Other Physical Environment General Liabilty Insurance Property Insurance Entry & Walls Maintenance Landscape Maintenance Irrigation Maintenance & Repairs Landscape Inspection Services Miscellaneous Contingency Contingency Miscellaneous Contingency  Field Operations Subtotal  \$236	Aquatic Maintenance	\$57,421
Property Insurance Entry & Walls Maintenance Landscape Maintenance \$55 Irrigation Maintenance & Repairs \$10 Landscape Inspection Services \$10 Miscellaneous Contingency \$10 Contingency \$10 Miscellaneous Contingency \$10 Field Operations Subtotal \$23	Other Physical Environment	
Entry & Walls Maintenance  Landscape Maintenance  Irrigation Maintenance & Repairs  Landscape Inspection Services  Miscellaneous Contingency  Contingency  Miscellaneous Contingency  \$ 15  Field Operations Subtotal	General Liabilty Insurance	\$3,341
Landscape Maintenance \$55 Irrigation Maintenance & Repairs \$16 Landscape Inspection Services \$55 Miscellaneous Contingency \$55 Contingency \$55 Miscellaneous Contingency \$55 Miscellaneous Contingency \$55 Field Operations Subtotal \$55  \$55 \$55 \$55 \$55 \$55 \$55 \$55 \$55 \$5	Property Insurance	\$132
Irrigation Maintenance & Repairs  Landscape Inspection Services  Miscellaneous Contingency  Contingency  Miscellaneous Contingency  \$ 15  Field Operations Subtotal	Entry & Walls Maintenance	\$0
Irrigation Maintenance & Repairs  Landscape Inspection Services  Miscellaneous Contingency  Contingency  Miscellaneous Contingency  \$ 15  Field Operations Subtotal	Landscape Maintenance	\$53,182
Landscape Inspection Services  Miscellaneous Contingency  Contingency  Miscellaneous Contingency  \$ 15  Field Operations Subtotal	Irrigation Maintenance & Repairs	\$10,769
Contingency Miscellaneous Contingency \$ 15  Field Operations Subtotal	Landscape Inspection Services	\$8,400
Miscellaneous Contingency \$ 15  Field Operations Subtotal \$23	Miscellaneous Contingency	\$4,298
Field Operations Subtotal \$23	Contingency	
	Miscellaneous Contingency	\$ 15,414
TOTAL EXPENDITURES \$40	Field Operations Subtotal	\$238,317
	TOTAL EXPENDITURES	\$404,273
EXCESS OF REVENUES OVER EXPENDITURES	EXCESS OF REVENUES OVER EXPENDITURES	\$0

# Amended Budget Bridgewater Community Development District Reserve Fund Fiscal Year 2022/2023

Chart of Accounts Classification	Amended Budget FY 2022/2023	
REVENUES		
Interest Earnings		
Interest Earnings	\$	21,300
TOTAL REVENUES	\$	21,300
Balance Forward from Prior Year	\$	63,315
TOTAL REVENUES AND BALANCE FORWARD	\$	84,615
EXPENDITURES		
Stormwater Control		
Stormwater System Maintenance	\$	84,615
Total Stormwater Control	\$	84,615
TOTAL EXPENDITURES	\$	84,615
EXCESS OF REVENUES OVER EXPENDITURES	\$	-

## **Site Masters of Florida, LLC**

5551 Bloomfield Blvd. Lakeland, FL 33810 Phone: (813) 917-9567

Email: tim.sitemastersofflorida@yahoo.com

## **PROPOSAL**

## **Bridgewater CDD**

### **Replace Storm Structure Grates**

9/12/2023

Remove and replace deteriorated grates on storm structures located in 8 sumps.

Sump #'s: 3, 14, 20, 31, 37, 40, 40A, 41

Note: New eye bolts and chains will be provided as needed.

8 grates @\$1100/each

TOTAL \$8,800

# AGREEMENT BETWEEN SITE MASTERS OF FLORIDA, LLC, AND THE BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT FOR GRATE REPLACEMENT SERVICES

**THIS AGREEMENT** ("Agreement") is made and entered into this 14<sup>th</sup> day of September 2023 by and between:

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

**SITE MASTERS OF FLORIDA, LLC,** a Florida limited liability corporation, with a mailing address of 5551 Bloomfield Boulevard, Lakeland, Florida 33810 ("Contractor", and together with District, "Parties").

### **RECITALS**

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance adopted by the City of Lakeland, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping improvements, recreational facilities, stormwater management systems, sumps, and other related infrastructure; and

WHEREAS, the District owns, operates, and maintains various pre-treatment swale/sump areas throughout the community ("Sumps"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to replace storm structure grates for Sumps # 3, 14, 20, 31, 37, 40, 40A, 41; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide sump improvement services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE,** in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

### SECTION 2. DESCRIPTION OF SERVICES; RIGHT OF ENTRY.

- **A.** The Contractor agrees to provide the items, labor and materials necessary for storm structure grate replacement for Sumps #3, 14, 20, 31, 37, 40, 40A, and 41 in accordance with the terms of this Agreement and **Exhibit A**, attached hereto and incorporated by reference herein. Specifically, the duties, obligations, and responsibilities of the Contractor are to provide the materials, equipment, services, and supervision necessary to perform the Services.
- **B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to ensure completion of the Services. Contractor shall use industry best practices and procedures when carrying out the Services.
- C. This Agreement grants to Contractor the right to enter the lands owned by the District that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- **D.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from the Contractor's provision of the Services within twenty-four (24) hours.
- **E.** The Services shall be completed no later than 45 days from the effective date of this Agreement, unless terminated earlier by either party in accordance with the provisions of this Agreement.

### SECTION 3. COMPENSATION.

- A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor a total amount not to exceed **Eight Thousand**, **Eight Hundred Dollars** (\$8,800) ("Compensation"), in accordance with the unit pricing set forth in **Exhibit A**. All invoices are due and payable in accordance with Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*.
- **B.** If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, and the Contractor shall perform such additional work or services as if described and delineated in this Agreement. No additional work shall be performed, and no additional compensation shall be due, unless the Parties shall first agree in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. ACCEPTANCE OF THE SERVICES. Upon completion of the Services, the Contractor shall notify the District's Engineer (the "District Representative") in writing via email to Stephen Brletic at <a href="mailto:sbrletic@bdiengineers.com">sbrletic@bdiengineers.com</a> that the Services have been completed. If the District determines there are deficiencies in the Services, the District Representative shall notify Contractor of such deficiencies and the deficiencies shall be promptly remedied by the Contractor. Upon determination by the District that all deficiencies have been remedied, the Services shall be deemed to be accepted.

SECTION 5. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified. The Contractor shall assign all manufacturer warranties for materials purchased for purposes of this Agreement to the District upon completion of the Services. Contractor hereby warrants all services and workmanship for one (1) year from acceptance of the Services, provided that this Warranty shall not apply to damages caused by acts of God, pre-existing damage, or interference by third parties. Neither final acceptance of the Services, nor final payment therefore, nor any provision of this Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services provided under this Agreement are found to be defective, deficient or not in accordance with the Agreement, including specifically all design services contemplated and/or provided hereunder, Contractor shall correct, remove and/or replace such services and/or materials promptly after receipt of a written notice from the District and to correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District such that the District receives the maximum benefit of the completed Services contemplated by this Agreement.

Contractor hereby covenants to the District that it shall perform the services necessary to complete the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner

consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

#### **SECTION 6. INSURANCE.**

- **A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
  - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its staff, consultants, and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

### SECTION 7. INDEMNIFICATION; LIMITATION ON GOVERNMENTAL LIABILITY.

- **A.** Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder up to the amount of One Million Dollars (\$1,000,000.00). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.
- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- C. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 9. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a

contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 12. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 13. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide fifteen (15) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All

other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

- **SECTION 16. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.
- SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.
- **SECTION 18. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- **SECTION 19. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- **SECTION 20. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.
- **SECTION 21. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.
- **SECTION 22. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.
- **SECTION 23. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the Parties, as follows:
  - A. If to District: Bridgewater Community Development District

c/o Rizzetta & Company, Inc. 3434 Colwell Avenue, Suite 200

Tampa, Florida 33614 Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC

517 E. College Avenue Tallahassee, Florida 32301 Attn: District Counsel

**B.** If to the Contractor: Site Masters of Florida, LLC

5551 Bloomfield Boulevard Lakeland, Florida 33810

Attn:

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth in this Agreement.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Polk County, Florida.

**SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the

District is **Carol Brown** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270 EXT. 4631, INFO@RIZZETTA.COM AND 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

**SECTION 27. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 29. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 30. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If

Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

Chairperson, Board of Supervisors
SITE MASTERS OF FLORIDA, LLO

**Exhibit A:** Proposal

### **EXHIBIT A**

Site Masters of Florida, LLC 5551 Bloomfield Blvd. Lakeland, FL 33810 Phone: (813) 917-9567 Email: tim.sitemastersofflorida@yahoo.com

#### PROPOSAL

Bridgewater CDD Replace Storm Structure Grates

9/12/2023

Remove and replace deteriorated grates on storm structures located in 8 sumps.

Sump #'s: 3, 14, 20, 31, 37, 40, 40A, 41

Note: New eye bolts and chains will be provided as needed.

8 grates @\$1100/each

TOTAL \$8,800



# Proposal for Extra Work at Bridgewater CDD

Property Name Property Address Bridgewater CDD

2525 Village Lakes Drive Lakeland, FL 33805

Contact

Christina Newsome

То

Bridgewater CDD

Billing Address

3434 Colwell Ave Ste 200

Tampa, FL 33619

**Project Name** 

Ant control

**Project Description** 

Top choice treatment thru property

**Scope of Work** 

QTY		Material/Description	Unit Price	Total
8.0		Top choice install	\$468.11	\$3,744.89
30.0	0 HOUR	Enhancement Labor	\$65.00	\$1,950.00

For internal use only

 SO#
 8283962

 JOB#
 345303010

 Service Line
 130

#### **TERMS & CONDITIONS**

- The Contractor shall recognize and perform in accordance with written terms written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 3. License and Permits. Contractor shall maintain a Landscape. Contractor's license, if required by State or local law, and will comply with all other license requirements of the City. State and Federal Governments, as we I I 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.
- Taxes, Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions it at at ell thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- Termination This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- 13. Assignment. The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all coverants of this Agreement. Neither the Customer not the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for it the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hild die nidefects. 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.

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

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

- 16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- 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

Cimiomer

Signature District manager

Christina Newsome November 15, 2023

Printed Name Date

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

Account Manager, Senior

Signature Title

Theodore Katina November 15, 2023

Printed Name Date

Job #: 345303010

SO #: 8283962 Proposed Price: \$5,694.89



# Proposal for Extra Work at Bridgewater CDD

Property Name Property Address Bridgewater CDD

Lakeland, FL 33805

2525 Village Lakes Drive

Contact

Christina Newsome

To

**Bridgewater CDD** 

Billing Address

3434 Colwell Ave Ste 200

Tampa, FL 33619

**Project Name** 

Tree staking

**Project Description** 

Restaking 57 trees thru property with new material.

**Scope of Work** 

QTY	UoM/Size	Material/Description	Unit Price	Total
57.00	EACH	Pro 60 Staking Kit - 4"-6" Trees	\$164.35	\$9,368.23

For internal use only

 SO#
 8283959

 JOB#
 345303010

 Service Line
 130

#### **TERMS & CONDITIONS**

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

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

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

- 16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- 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

Cimiorner

Signature District manager

Christina Newsome November 15, 2023

BrightView Landscape Services, Inc. "Contractor"

Account Manager, Senior

Theodore Katina November 15, 2023

Printed Name Date

Job #: 345303010

SO #: 8283959 Proposed Price: \$9,368.23



# Proposal for Extra Work at Bridgewater CDD

Property Name Property Address Bridgewater CDD

Lakeland, FL 33805

2525 Village Lakes Drive

Contact To

Billing Address

Christina Newsome

Bridgewater CDD

3434 Colwell Ave Ste 200

Tampa, FL 33619

**Project Name** 

Front bridge

**Project Description** 

Remove all shrubs, lower ground level and mulch.

### **Scope of Work**

QTY	UoM/Size	Material/Description	Unit Price	Total
5.00	CUBIC YARD	Mini Pine Bark Mulch - Blown-In/Installed - CY - CUBIC YARD Subcontracted Mulch	\$57.44	\$287.19
40.00	HOUR	Enhancement Labor	\$75.60	\$3,024.00

For internal use only

 SO#
 8283956

 JOB#
 345303010

 Service Line
 130

#### **TERMS & CONDITIONS**

- The Contractor shall recognize and perform in accordance with written terms written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 3. License and Permits. Contractor shall maintain a Landscape. Contractor's license, if required by State or local law, and will comply with all other license requirements of the City. State and Federal Governments, as 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.
- Taxes, Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions it at at ell thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- Termination This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- 13. Assignment. The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all coverants of this Agreement. Neither the Customer not the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for it he work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hild dein defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering; architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer if the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

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

- 16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
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Cimiomer

Signature District manager

Christina Newsome November 15, 2023

Printed Name

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

Account Manager, Senior

Signature Title

Theodore Katina November 15, 2023

Printed Name Date

Job #: 345303010

SO #: 8283956 Proposed Price: \$3,311.19



# Proposal for Extra Work at Bridgewater CDD

Property Name Bridgewater CDD
Property Address 2525 Village Lakes Drive

2525 Village Lakes Drive Lakeland, FL 33805 Contact Christina Newsome
To Bridgewater CDD

Billing Address 3434 Colwell Ave Ste 200

Tampa, FL 33619

Project Name The Plant Beds Next To The Bridge at Bridgewater - Updated as of 8.28.23

Project Description Renovating the Plant Beds next to the Bridge with new materials to present more

curb appeal

### **Scope of Work**

QTY	UoM/Size	Material/Description	Unit Price	Total
30.0	0 HOUR	Demo / Prep / Staging / Mobilization / Clean-up	\$75.60	\$2,268.00
1.00	0 EACH	Irrigation Retro-fit	\$2,000.00	\$2,000.00
72.0	0 EACH	Ligustrum Spp Sunshine Ligustrum 3 gal. Shrub/perennial Installed	\$17.02	\$1,225.79
115.0	00 EACH	Croton Petra - 3 gal. Shrub/perennial Installed	\$17.02	\$1,957.86
8.00	) TON	River Jacks 3-5" - Bulk Installed (At ends of Beds) install at 2" - 3" thick	\$498.78	\$3,990.26
509.0	00 SQUARE FEET	Filter Fabric w/ Staples Installed (At ends of Beds)	\$2.69	\$1,368.29
8.00	O TON	River Jacks 1-3" - Bulk Installed (Behind Bridge along Hill) - install at 3" thick	\$601.94	\$4,815.56
15.0	0 CUBIC YARD	Mulch Installed - State variety	\$71.74	\$1,076.15
2.50	O TON	Florida Fieldstone Boulder-Tonnage (90 lbs per cf) - TON Boulders Installed (2 - 2' x 2' & 2 - 3'x 2')	\$510.66	\$1,276.64
1.50	) LOAD	Dump Fees/Green Waste Material	\$212.82	\$319.24
1.00	D LUMP SUM	Freight / Hauling	\$600.00	\$600.00

For internal use only

 SO#
 8283944

 JOB#
 345303010

 Service Line
 130

#### **TERMS & CONDITIONS**

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 3. License and Permits. Contractor shall maintain a Landscape. Contractor's license, if required by State or local law, and will comply with all other license requirements of the City. State and Federal Governments, as we I I 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.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer
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- 13. Assignment. The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal of or the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hild dein defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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Cimiomer

Signature District manager

Christina Newsome November 15, 2023

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

Account Manager, Senior

Signature Title

Theodore Katina November 15, 2023

Printed Name Date

Job #: 345303010

SO #: 8283944 Proposed Price: \$20,897.79

### **Exclusions And Qualifications**

#### Personnel/ Working Hours

- This Proposal is based upon personnel working normal daytime hours, 8 hour work day, 40 hour work week. Proposal excludes working in an ineffective manner (rain, unsafe working conditions, etc.)
- BrightView is an open shop contractor, non-signatory to any labor agreements.
- This Proposal is based on non-prevailing wage and non-union labor rates.
- . This proposal is based on performing the work in one continuous operation and includes one mobilization of equipment, tools and resources to and from site.

#### Utilities, Traffic Control, and Permitting

- BrightView excludes any permits or applicable fees in this proposal. Permits and fees, if required, are to be supplied and paid for by others including street closure and traffic control plans.
- Permanent or temporary Water meter fees, permits, installation and cost for water not included in proposal.
- BrightView Landscape Maintenance, Inc. is not responsible for underground or overhead utilities or their re-routing.
- BrightView is not responsible for unmarked private utilities.
- A minimum of (48) hour notice prior to mobilization must be provided for proper underground utility marking, etc. in public areas.
- · The owner shall be responsible for identifying and marking all underground utilities within in the work site.
- BrightView shall accept no responsibility for damage to any unmarked underground utilities.

#### Scope of Work/ Project Specifications

- No import or export soils are provided for in this proposal except as noted in the scope of work. All planting spoils to be used on-site.
- Equipment access roads and level crane pads are to be provided at the time of installation and approved by BrightView prior to mobilization.
- Any and all concrete or asphalt cutting, demolition, removal and replacement to be performed by others.
- Hardscape, electrical, surveying, metal work or waterproofing or any other scope not specified in this proposal are excluded.
- No demolition work is provided for in this proposal except as noted in the scope of work.
- BrightView will receive the site clean and free of weeds and construction debris and in finish graded condition (plus or minus 1/10th foot)
- · Site is to be readily accessible by smooth bucket skip loader, forklift, and workmen with hand tools, semi-truck and trailer.
- Cutting, patching or penetration of planter walls is excluded. Coring of structures has not been included. All necessary penetrations into existing planters, sealing of these penetrations, etc. to be by others.
- Waterproofing, protection boards, and topping slabs shall be completed, in place and tested by others prior to mobilization.
- Specified plant materials are subject to availability at the time of construction.

#### Irrigation

- . BrightView shall be given sufficient notice to place irrigation sleeves prior to paving, curbing or wall footings being poured.
- . No hardscape (asphalt, concrete, etc.) cutting for purposes of installing irrigation piping, wires, etc. is provided in this proposal.
- Irrigation to be taken from provided point of connection. Water meter installation excluded.
- Irrigation to be installed per plan. Any necessary irrigation modifications to be billed at time and materials.
- Power (110v) P.O.C. for irrigation controller will be provided by the others.
- . BrightView will warranty the irrigation system, with regards to material and workmanship for (90) days post-installation.

#### Warranty

- BrightView shall Warranty all shrubs, ground cover and vines for a period of (90) days. Specimen trees for a period of one (1) year.
- Warranty does not extend beyond the natural life cycle of the plant material. (E.G. annual color, perennials, biennials, etc.)

Looking for a good reason to choose SŌLitude?

How about three?



### Superior Training = Expert Care

Our field staff is highly experienced, with many having a degree (or two, or three!) in Aquatic Biology, Ecology, Fisheries Biology, Environmental Science, or another related field of study. They also receive the most rigorous certification training and continuing education program in the industry to ensure that your pond receives the best, most up-to-date care available anywhere. For details, visit solitudelakemanagement.com/team.



### Superior Technology = Innovative Treatment Methods

Our staff is equipped with the latest tools, products and equipment. We have developed countless proprietary treatments and continually participate in research trials to improve the environment as well as the solutions we provide our clients. To find out more, visit solitudelakemanagement.com/services.



### Superior Service = Unparalleled Customer Experience

Prompt, personal response to every service call. Problem-free onsite remediation, maintenance and repairs, with little wait time and no need for return services. We provide you with the services and strategies necessary to maintain your aquatic system at its best.





### **SERVICES CONTRACT**

CUSTOMER NAME: Bridgewater CDD of Lakeland

SUBMITTED TO: Christina Newsome

CONTRACT EFFECTIVE DATE: December 1, 2023, through November 30, 2024

SUBMITTED BY: Camila Morao

SERVICES: Annual Maintenance Service Renewal

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

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. PAYMENT TERMS. The Annual Contract Price is \$55,128.00. SOLitude shall invoice Customer the total of \$4,594.00 per month for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.
- 3. <u>TERM AND EXPIRATION.</u> This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective

Services Contract Bridgewater CDD of Lakeland (14219) - CM Page 2 of 10



date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

- 4. <u>PRICING.</u> The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
- 5. <u>TERMINATION.</u> If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
- 6. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
- 7. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 8. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 9. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
- 10. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or

Services Contract Bridgewater CDD of Lakeland (14219) - CM Page 3 of 10



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.

- 11. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 12. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 13. <u>FUEL/TRANSPORTATION SURCHARGE</u>. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
- 14. <u>DISCLAIMER</u>. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

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

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

Services Contract Bridgewater CDD of Lakeland (14219) - CM Page 4 of 10



other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

- 15. <u>NONPERFORMANCE</u>. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.
- 16. <u>E-Verify</u>. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Services Contract Bridgewater CDD of Lakeland (14219) - CM Page 5 of 10

Virginia Beach, VA 23453



#### 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:	Customer's Address for Notice Purposes:
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Mail All Contracts to:	
2844 Crusader Circle, Suite 450	



### **SCHEDULE A - SERVICES**

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

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

<u>Visual Inspections:</u> Lake Roth, Lake Jane, Lake Serena, Lake Peggy, Lake Hazel, Pond A, Pond B, Pond C.

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



4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

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

- 1. Pond(s) will be inspected on a three (3) times per month basis. All ponds will be inspected and treated a minimum of once monthly.
- 2. Any growth of undesirable aquatic weeds and vegetation found in the pond(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 pond(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.

<u>Shoreline Weed Control</u>: Lake Roth, Lake Jane, Lake Serena, Lake Peggy, Lake Hazel, Pond A, Pond B, Pond C.

- 1. Shoreline areas will be inspected on a three (3) times per month basis. All ponds will be inspected and treated a minimum of once monthly.
- 2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond 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.



#### Pond Algae Control:

- Pond(s) will be inspected on a three (3) times per month basis during the months of December through November. All ponds will be inspected and treated a minimum of once monthly.
- 2. Any algae found in the pond(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.

#### **Littoral Shelf Control:**

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

#### **Buffer Management:**

1. Buffer vegetation (Cogon Grass) will be selectively treated as required to limit any growth of unwanted vegetation and to maintain the beneficial aquatic and upland vegetation found within the buffer areas along the edge of the pond. This service is provided in order to maintain the pond buffers in a natural, yet desirable appearance. Buffer vegetation height and density will be encouraged to help prevent nuisance goose and other wildlife from utilizing the pond, as well as providing the necessary erosion control and reduction of nutrients necessary for the overall health and sustainability of the pond.

#### Service Reporting:

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

#### Permitting (when applicable):

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



d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

#### Customer Responsibilities (when applicable):

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

#### **General Qualifications:**

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

Services Contract Bridgewater CDD of Lakeland (14219) - CM Page 10 of 10



6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

# Tab 15

# Bridge Water Sumps 2024

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# Tab 16

PREPARED BY & RETURN TO: Martell & Ozim, P.A. 213 S. Dillard St, Suite 210 Winter Garden, Florida 34787 (407) 377-0890

#### INTERLOCAL SIGN ACCESS AND RELOCATION AGREEMENT

("Agreement") is made this 19-14 day of \_\_\_\_\_\_\_, 2023 by and between BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, and located in the City of Lakeland, Florida, whose mailing address is c/o Rizzetta & Company, Inc., 3434 Colwell Ave., Suite 200, Tampa, FL 33614 (the "CDD"), and VILLAGES AT BRIDGEWATER COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, whose address is c/o Leland Management, Inc., at 6972 Lake Gloria Blvd, Orlando, FL 32809 ("HOA"), and the CITY OF LAKELAND, FLORIDA, a Municipal Corporation organized and existing under laws of the State of Florida, whose address is 228 S Massachusetts Ave, Lakeland, FL 33801 ("City of Lakeland").

WHEREAS, the City of Lakeland is the municipality who owns the public roadway commonly referred to as Village Lakes Blvd and the intersecting State Road referred to as SR 33 located in Lakeland, Florida; and

WHEREAS, HOA is a homeowners' association who owns and maintains common areas for the community referred to as Villages at Bridgewater as further described in that certain Declaration of Covenants, Conditions and Restrictions for Villages at Bridgewater, recorded at Official Records Book 6998, Page 1451, Public Records of Polk County, Florida, as may be amended and supplemented from time to time (the "Declaration"); and

WHEREAS, CDD is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, and located in the City of Lakeland, Florida, created for the maintenance of certain publicly dedicated infrastructure, including but not necessarily limited to certain common area landscaping, drainage, and stormwater infrastructure; and

WHEREAS, the developer of Villages at Bridgewater constructed signage on a landscaping island within the right of way commonly referred to as Village Lakes Blvd. for the benefit and promotion of Villages at Bridgewater, photographs of the existing signage as constructed are attached as Exhibit "A" to this Agreement ("Existing Signage"); and

WHEREAS, the Existing Signage may need to be relocated to allow the City of Lakeland to enlarge SR 33 and/or Village Lakes Blvd.; and

WHEREAS, all parties agree that the Existing Signage and the landscaping island it sits on may be relocated further into the entrance of Villages at Bridgewater on Village Lakes Blvd., in order to allow the City of Lakeland to proceed with its road enlargement project.

NOW, THEREFORE, in consideration of the granting of use rights to the Existing

Signage and the mutual covenants and conditions contained in this Agreement, and in consideration of the above recitals which are by this reference incorporated herein, the receipt and sufficiency of which is hereby acknowledged by the parties to this Agreement, the parties mutually agree as follows:

- 1. Recitals. The recitals noted above are true and correct and are hereby incorporated by this reference.
- 2. Grant/Dedication of Use Rights. City of Lakeland hereby grants, conveys, and warrants to the HOA and the CDD and their successors, assigns, invitees, agents and/or representatives, to the extent of their respective rights thereto, a perpetual, exclusive right to use and maintain the Existing Signage in the median on the public roadway commonly referred to as Village Lakes Blvd. to the benefit and the promotion of Villages at Bridgewater. Notwithstanding, in exchange for the right to use the Existing Signage, CDD and HOA acknowledge City of Lakeland's need to relocate the Existing Signage to allow expansion of SR 33 and/or Village Lakes Blvd. Therefore, without changing the size of the Existing Signage, the City of Lakeland is authorized to relocate the Existing Signage and associated landscaping, hardscaping, electrical improvements, and other associated improvements further into the entrance of Villages at Bridgewater on Village Lakes Blvd. All costs associated with such relocation shall be borne by the City of Lakeland. Other than the relocation approved by all parties per this Agreement, Existing Signage shall not be altered without written agreement between all parties to this Agreement, and the Existing Signage and associated improvements shall be restored to their original condition, or as close thereto as reasonably practical, upon the completion of the relocation. Said use rights contained in this paragraph shall run with the land and shall benefit the HOA and the CDD, to the extent of their respective interests in the Existing Signage.
- 3. Effective Date. This Agreement shall be effective and deemed to be in full force in effect as of the date this Agreement is recorded in the Public Records of Polk County, Florida.
- 4. Enforcement; No Waiver of Rights. The parties shall be governed by and shall comply with the terms of this Agreement. This Agreement shall be governed by the laws of the State of Florida. In the event either party fails to comply, the other party shall have the right to proceed in court to require or enjoin the other party's performance and compliance with the terms and conditions of this Agreement, to impose any applicable fines, to sue for monetary damages or to, otherwise, seek a declaration of the rights of the parties under this Agreement. Venue for any action to enforce this Agreement shall rest in the courts of Polk County, Florida. In any proceeding arising hereunder, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees, both pre-trial and post-trial (including appellate attorneys' fees). The failure of any party to enforce any provision of this Agreement shall not constitute a waiver of such party's right to do so thereafter.
- Headings. The section headings provided herein are for convenience only and shall not be construed as defining, limiting or altering the contents of this Agreement.

- Amendment/Termination. The Agreement may be amended or terminated upon the recording in the Public Records of Polk County, Florida, of a written instrument executed by both parties, or their respective successors or assigns, consenting to the Amendment or Termination.
- Run with the Land. This instrument and the provisions hereof shall run with the land and shall inure to the benefit and burden of both parties and their respective successors and assigns.
- 8. No Dedication. This Agreement is not intended to, and should not be construed to, create or dedicate any property to the general public.
- Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way.
- 10. <u>Authority/Counterparts</u>. This Agreement may be executed in counterparts. The undersigns represent that they have authority and capacity to bind the parties to this Agreement.
- 11. Sovereign Immunity. The Parties agree that nothing in this Agreement shall constitute or be construed as a waiver of the City of Lakeland's or the CDD's sovereign immunity or limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

[Signatures begin on following page]

indicated above.	BRIDGEWATER COMMUNITY
	DEVELOPMENT DISTRICT
Witnesses:	
	A local unit of special purpose government created
	and existing pursuant to Chapter 190, Florida
	Statutes, and located in the City of Lakeland
	Florida
lan Can	Name: Jan Guldel
Name: Varid Ganzalez	
	Title: SUPERVISUR ASST. SECRETMEY
Jacquelino Dunn	3434 Colwell Ave, Suite 200, Tampa, FL 33614
Name regula Dun	Date: 6/20/2023
7	
STATE OF FLORIDA	
COUNTY OF POIX	
The foregoing instrument wa	as acknowledged before me this 26 day o
10NP 2023, by Ju	An Gierlach, as secretally o
Bridgewater Community Development	District, a local unit of special purpose governmen
created and existing pursuant to Chap	ter 190, Florida Statutes, and located in the City of
Lakeland, Florida. He/she is personall	y known to me or has produced a driver's license a
identification and did not take an oath.	fully lande -
LA PRIV NOTA DV CEAL I	Normy Vublic Signature
[AFEX NOTARY SEAL]	Frint Notary Name: Julio Mensez
Notary Public State of Florida	My commission expires: 10/04/24
Julio A Mendez	/ IVIV CUITITISSIUTI CAPITOS. V-/-/
Julio A Mendez My Commission HH 050343 Expires 10/04/2024	Ny commission expires. 14-4-1

VILLAGES AT BRIDGEWATER COMMUNITY ASSOCIATION, INC. a Florida not for profit corporation

Witnesses:

resident

Address: c/o Leland Management, Inc.

6927 Lake Gloria Blvd Orlando, FL 32809

612012023

STATE OF FLORIDA COUNTY OF POL

The foregoing instrument was acknowledged before me this 20 day of , 2023, by TANIA Ruiz , as president of Villages at Bridgewater Community Association, Inc., on behalf of the association. He/she is personally known to me or

has produced a driver's license as identification and did not take an oath.

[AFFIX NOTARY SEAL]

Notary Public State of Florida Julio A Mendez My Commission HH 050343

My commission expires:

#### JOINDER AND CONSENT OF THE CITY OF LAKELAND, FLORIDA

The City of Lakeland, Florida, a Municipal Corporation, organized and existing under laws of the State of Florida, whose address is 228 S Massachusetts Ave, Lakeland, FL 33801 ("City"), causes the foregoing Interlocal Sign Access and Relocation Agreement to be executed in its name and to acknowledge its approval of and agreement to the terms, conditions, covenants and restrictions set forth therein.

WITNESSES:	The City of Lakeland, Florida a Municipal Corporation
Witness Signature	
Print Name:	By:
Date:	Print Name:
	Title:
	228 S. Massachusetts Ave
Witness Signature	Lakeland, FL 33801
Print Name:	Date:
Date:	
	ATTEST:
	By:
Witness Signature	Print Name:
Print Name:	Title:
Date:	
	Lakeland, FL, 33801
	Date:
Witness Signature	
Print Name:	
Date:	
STATE OF FLORIDA	
COUNTY OF	
The foregoing instrument was , 2023, by	acknowledged before me this day of , as of the City of Lakeland, Florida, a
Municipal Corporation organized a personally known to me or has produ	of the City of Lakeland, Florida, a nd existing under laws of the State of Florida, who is ced as identification, and by of the City of Lakeland, Florida, a Municipal
, as	of the City of Lakeland, Florida, a Municipal
Corporation organized and existing t	inder laws of the State of Florida, who is personally known
to me or has produced	as identification.
	<del>22 2 2 1 11</del>
	Notary Public
	(Seal) Printed Name:
	My Commission Expires:

# Tab 17





### STORMWATER MANAGEMENT SYSTEM AND LAKES **MANAGEMENT RESERVE STUDY**

Prepared for:

**Bridgewater Community Development District** 

Prepared by: Stephen Brletic, PE Brletic Dvorak Inc. 536 4th Ave. S., Unit 4 St. Petersburg, FL 33701

October 2023



#### Contents

- 1.0 SUMMARY
- 2.0 EXISTING CONDITIONS
- 3.0 RECOMMENDATIONS, COSTS, AND CONCLUSION

#### **Appendices**

APPENDIX A – ESTIMATED COST FOR YEARLY MAINTENANCE OF STORMWATER MANAGEMENT SYSTEM AND SITES APPENDIX B – ESTIMATED COST FOR YEARLY SHORELINE STABLIZATION AND POND A RESTORATION COST

#### 1.0 SUMMARY

This report documents the visual observations and assessment of the conditions of the stormwater management system and the lakes and ponds owned and maintained by Bridgewater CDD. The report also includes a labeled location map, estimated costs for various stormwater management system repairs and modifications and the continued restoration efforts of the lakes and ponds.

Date of Engineer's Field Review: Sept 19th, 2023

Performed By: Stephen Brletic, PE - Bdi and Kirk Wagner - BDi

#### 2.0 EXISTING CONDITIONS

The Bridgewater Community Development District is located between I-4 and State Road 33 in Lakeland Florida. The CDD owns and maintains the stormwater management system, sumps, ponds and lakes within the boundaries of the district. There is one notable exception, the City of Lakeland is responsible for needed repairs of the stormwater management system infrastructure within the road right-of-way per note #16 on the plat.

Historical records of the community show the stormwater management system and sites are comprised of stormwater curb inlets, RCP Pipe, FDOT Type C inlet structures, sumps, earthen berms and weirs with associated skimmer boards and control structures, sumps, ponds, and lakes. Based on observation ongoing maintenance of the stormwater management system and sumps is the mowing of sumps, and the cutting back / maintaining the vegetation along lake and pond banks adjacent to CDD property. The stormwater management systems and their sumps range from fully operational with minimal issues to various maintenance or design issues.

Historical records show the lakes and ponds within the community have had various aquatic companies performing year-round aquatic weed control and in 2021 the CDD contracted for the removal of overgrown and invasive plant and tree material in multiple locations along the shorelines of CDD owned lakes and ponds. Based on observation ongoing maintenance of the pond and lake shorelines includes the cutting back / maintaining the vegetation and aquatic weed control along lake and pond banks of CDD property.

The following issues were observed:

- 1. Standing water within the sump.
- 2. A layer of varying depth of silt, sediment and/or organic material on the sump bottom
- 3. Inlet boxes were submerged in water.
- 4. Inlet boxes have sediment berms that have built up and around the boxes like dams.
- 5. Inlet boxes have vegetation growing out of or over the top of the grate.
- 6. Earthen berms and weirs that are altered and no longer match the permitted plans.
- 7. Skimmer boards have sediment berms built up on one or both side(s) that is impacting the permitted design and operation of the skimmer.

- 8. Damaged Skimmer Boards.
- 9. Earthen weirs to the lakes and ponds have severe erosion allowing silt and sediment to enter a body of water.
- 10. Occurrences of where adjacent property owners have encroached into the stormwater management system or site with landscape.
- 11. Curb inlet boxes were observed with loose plant material and green waste stacked on top of them.
- 12. Flume type stormwater boxes have sediment buildup on outflow side impacting pass through of stormwater.
- 13. Shorelines with overgrown vegetation both upland and into the water of ponds and lakes

#### 3.0 RECOMMENDATIONS, COSTS, AND CONCLUSION

**Recommendations:** Based on the assessment of the site conditions and historical document, it is recommended to begin a multiyear program to complete the following:

#### **Stormwater Management System**

- 1. Sumps that have standing water will need engineering to develop a modification to the sump to address the standing water, permit the modification through SWFWMD and perform construction to implement the modified design.
- 2. Interior sumps that do not have standing water should be monitored for standing water and the eventual need to complete the items mentioned above in #1
- 3. Sumps that are adjacent to a lake or pond that are not included in this assessment need monitoring and if needed engineering to modify the sump to move stormwater water out of the sump and the implementation of the modified design and system.
- 4. Removal of sediment from outflow side of flume type stormwater boxes
- 5. Restoration of earthen berms, weirs, and skimmer boards to restore functionality of these components.
- 6. Annual assessment of the stormwater management system and sites restoration and modifications that tracks progress and updates the program to reflect changes or deviations that may happen.
- 7. A comprehensive year-round program that is built around prevention and maintenance. Include a checklist of items to perform, an agreed to schedule to perform, annual assessment of the program and accountability.
- 8. Develop a long-term plan for the eventual replacement of the structures such as curb inlet boxes, pipes, boxes, grates, control structures and any other components within the stormwater management system and sites.

#### Lakes and Ponds and their shorelines

- Implementation of a comprehensive shoreline vegetation management program from water's edge upland and into the water for CDD owned and maintained property. The program should address the following needs:
  - a. Continued efforts to reduce and if possible, eliminate invasive plant species.
  - b. Planting near shore plant material that can develop into a significant colony of plants.
  - c. An integrated maintenance program that may include the use of mechanical, manual, and chemical methods.
  - d. Include a checklist of items to perform, an agreed to schedule to perform, annual assessment of the program and accountability.
- 2. Pond A additional aquatic vegetation management plan and implementation

**Estimate of Costs:** Cost estimates are based on the unit costs for similar work on recent projects and FDOT Historical Unit Costs for the State of Florida dated June 2022 – May 2023. In addition, the utilization of the actual construction costs in 2023 are factored into the estimates.

Table 1 below summarizes a 15-year projected cost for Stormwater management system sump restoration and modifications, yearly sump maintenance, shoreline restoration and emergency pipe repairs.

Table 2 & 3 below summarizes the recommended priority of the Stormwater management system sites needing restoration and modification. Please note, priority to be adjusted based on yearly assessment sites and and available funds to perform the work.

Table 4 is a site map of the Bridgewater CDD showing numbered sumps.

The estimate of the construction costs is only an estimate and not a guaranteed maximum cost. The estimated cost is based on historical unit prices or current prices being experienced for on-going and similar items of work in Polk County. The labor market, future costs of equipment and materials, and the actual construction process are all beyond our control. Due to this inherent possibility of fluctuation in costs, the total final cost may be more or less than the estimate.

The professional service for establishing the Construction Cost Estimate are consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

### TABLE 1

Table of Estimated Sump Repair and Modification Cost Year over Year

Surv Surv Surv Surv Surv Surv Surv Surv	or CDD Stormw (OJECT  IORITY Flume Boxes Sump Group 1  Irrey and Engineering Construction In Yearly Maintenance Iories Maintena	2024 \$ 2,600.00 \$ 8,000.00 \$ 30,850.00 \$ 7,500.00 \$ 7,500.00	\$ 8,240.00 \$ 39,861.00 \$ 7,725.00 \$ 7,725.00	\$ 8,487.20 \$ 55,856.39 \$ 7,956.75 \$ 7,956.75	\$ 8,741.82 \$ 83,320.43 \$ 6,119.27 \$ 8,195.45 \$ 8,195.45		2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	Comments:
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Survy Sump Sho Emei Surv Surv Surv Surv Surv Surv Surv Surv	Sump Group 1 Irvey and Engineering Construction Inp Yearly Maintenance horeline Restoration Inp Yearly Maintenance horeline Restoration Inp Yearly Maintenance Inp Yearly Maintenance Inp Yearly Maintenance Incelline Restoration Inergency Pipe Repairs Invey and Engineering Construction Inp Yearly Maintenance Incelline Restoration Inergency Pipe Repairs Invey and Engineering Construction Inergency Pipe Repairs Invey and Engineering Construction Inergency Pipe Repairs Invey and Engineering Construction In Yearly Maintenance Incelline Restoration Inergency Pipe Repairs Ine	\$ 8,000.00 \$ 30,850.00 \$ 5,600.00 \$ 7,500.00	\$ 39,861.00 \$ 5,768.00 \$ 7,725.00	\$ 55,856.39 \$ 5,941.04 \$ 7,956.75	\$ 83,320.43 \$ 6,119.27 \$ 8,195.45													
Surv Sump Sho Emei Surv Sump Sho Emei Surv Surm Sho Emei Surv Surm Sho Emei Surv Surv Surp Sho Emei Surv Surv Surv Surv Surv Surv Surv Surv	construction py early Maintenance horeline Restoration nergency Pipe Repairs Sump Group 2 rivey and Engineering Construction np Yearly Maintenance horeline Restoration py Early Maintenance horeline Restoration porter of the Maintenance pregency Pipe Repairs Sump Group 4 rivey and Engineering Construction porter of the Maintenance horeline Restoration herigency Pipe Repairs Sump Group 5 rivey and Engineering Construction porter of the Maintenance horeline Restoration horeline Restoration herigency Pipe Repairs Sump Group 5 Sump Group 6 Sump Group 6 Foreign Respires	\$ 30,850.00 \$ 5,600.00 \$ 7,500.00	\$ 39,861.00 \$ 5,768.00 \$ 7,725.00	\$ 55,856.39 \$ 5,941.04 \$ 7,956.75	\$ 83,320.43 \$ 6,119.27 \$ 8,195.45													
Sump Sho Emei Surv	Construction np Yearly Maintenance horering Restoration nergency Pipe Repairs Sump Group 2 ruvey and Engineering Construction nergency Pipe Repairs Sump Group 3 ruvey and Engineering Construction nergency Pipe Repairs Sump Group 3 ruvey and Engineering Construction nergency Pipe Repairs Sump Group 4 Sump Group 4 Sump Group 4 Sump Group 4 Frey and Engineering Construction nergency Pipe Repairs Sump Group 4 Frey and Engineering Construction nergency Pipe Repairs Sump Group 5 Frey and Engineering Construction nergency Pipe Repairs Sump Group 5 Frey and Engineering Construction nergency Pipe Repairs Sump Group 5 Frey and Engineering Construction nergency Pipe Repairs Sump Group 5 Frey and Engineering Construction nergency Pipe Repairs Sump Group 6 Sump Group 6 Frey and Engineering Frey and Engineering Frey and Engineering Frey and Engineering	\$ 30,850.00 \$ 5,600.00 \$ 7,500.00	\$ 39,861.00 \$ 5,768.00 \$ 7,725.00	\$ 55,856.39 \$ 5,941.04 \$ 7,956.75	\$ 83,320.43 \$ 6,119.27 \$ 8,195.45													
Sump Shob Emei Surv Surp Shob Emei Surv Surp Shob Emei Surv Sump Shob Emei Surv Sump Shob Emei Surv Sump Shob Emei Surv Surp Shob Emei Surv Surp Shob Emei Surv Surp Shob Emei Surv Surp Shob Emei Surv	np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 2 urvey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 3 urvey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 4 urvey and Engineering Construction nergency Pipe Repairs Sump Group 4 urvey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 5 urvey and Engineering Construction nergency Pipe Repairs Sump Group 5 urvey and Engineering Construction nergency Pipe Repairs Sump Group 5 Sump Group 5 Sump Group 5 Sump Group 6 Sum Group 6	\$ 5,600.00 \$ 7,500.00	\$ 39,861.00 \$ 5,768.00 \$ 7,725.00	\$ 55,856.39 \$ 5,941.04 \$ 7,956.75	\$ 83,320.43 \$ 6,119.27 \$ 8,195.45													
Sho Emei	horeline Restoration horeline Restoration reirgency Pipe Repairs Sump Group 2 rivey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 3 rivey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 4 rivey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 5 rivey and Engineering Construction p Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 5 Sump Group 5 Sump Group 6 Sump Group 6 Sump Group 6 Foreline Restoration nergency Pipe Repairs Sump Group 6 Sump Group 6 Foreline Restoration nergency Pipe Repairs Sump Group 6 Forely Maintenance horeline Restoration nergency Pipe Repairs Sump Group 6 Forely Maintenance horeline Restoration	\$ 7,500.00	\$ 39,861.00 \$ 5,768.00 \$ 7,725.00	\$ 55,856.39 \$ 5,941.04 \$ 7,956.75	\$ 83,320.43 \$ 6,119.27 \$ 8,195.45													
Survy Sump Sho Sump Sho Emei Surv	Sump Group 2 irvey and Engineering Construction np Yearly Maintenance horeline Restoration hergency Pipe Repairs Sump Group 3 irvey and Engineering Construction np Yearly Maintenance horeline Restoration hergency Pipe Repairs Sump Group 4 irvey and Engineering Construction np Yearly Maintenance horeline Restoration hergency Pipe Repairs Sump Group 4 irvey and Engineering Construction nergency Pipe Repairs Sump Group 5 irvey and Engineering Construction horeline Restoration hergency Pipe Repairs Sump Group 5 Sump Group 5 Sump Group 5 Sump Group 6 irvey and Engineering Construction horeline Restoration hergency Pipe Repairs Sump Group 6 irvey and Engineering irvey and Engineering	\$ 7,500.00	\$ 39,861.00 \$ 5,768.00 \$ 7,725.00	\$ 55,856.39 \$ 5,941.04 \$ 7,956.75	\$ 83,320.43 \$ 6,119.27 \$ 8,195.45													
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Sump Sho Emei Surv	Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 3 np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 4 rivey and Engineering Construction nergency Pipe Repairs Sump Group 4 rivey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 5 rivey and Engineering Construction nergency Pipe Repairs Forty and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 5 Sump Group 6 Forey and Engineering		\$ 39,861.00 \$ 5,768.00 \$ 7,725.00	\$ 55,856.39 \$ 5,941.04 \$ 7,956.75	\$ 83,320.43 \$ 6,119.27 \$ 8,195.45													
Sho Emei Surv Sump Sho Emei Surv	np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 3 Irvey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 4 Irvey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 4 Irvey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 5 Irvey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 5 Sump Group 6 Sump Group 6 Sump Group 6 Irvey and Engineering		\$ 5,768.00 \$ 7,725.00	\$ 55,856.39 \$ 5,941.04 \$ 7,956.75	\$ 83,320.43 \$ 6,119.27 \$ 8,195.45													
Sho Emei Surv Sump Sho Emei Surv	horeline Restoration nergency Pipe Repairs Sump Group 3 urvey and Engineering Construction py Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 4 urvey and Engineering Construction py Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 5 urvey and Engineering Construction nergency Pipe Repairs Sump Group 5 urvey and Engineering Construction py Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 5 urvey and Engineering Construction Sump Group Fipe Repairs Sump Group Fipe Repairs Sump Group Fipe Repairs Sump Group 6 urvey and Engineering Construction py Group Fipe Repairs Sump Group 6 urvey and Engineering Cover and Engineering Fipe Repairs Sump Group 6 urvey and Engineering		\$ 7,725.00	\$ 55,856.39 \$ 5,941.04 \$ 7,956.75	\$ 83,320.43 \$ 6,119.27 \$ 8,195.45													
Surv Sump Sho Emei Surv Sump Sho Emei Surv Sump Sho Emei Surv Sump Sho Emei Surv Sump Sho Surv Sump Sho Surv Sump Sho Surv Sump Sho Emei Surv Sump Sho Emei Surv	Sump Group 3 irvey and Engineering Construction np Yearly Maintenance horeline Restoration hergency Pipe Repairs Sump Group 4 irvey and Engineering Construction np Yearly Maintenance horeline Restoration hergency Pipe Repairs Sump Group 5 irvey and Engineering Construction pregency Pipe Repairs Sump Group 5 irvey and Engineering Construction horeline Restoration hergency Pipe Repairs Sump Group 6 Sump Group 6 irvey and Engineering irvey and Engineering irvey and Engineering		\$ 7,725.00	\$ 55,856.39 \$ 5,941.04 \$ 7,956.75	\$ 83,320.43 \$ 6,119.27 \$ 8,195.45													
Surv Sump Sho Emei Surv Sump Sho Emei Surv Sump Sho Emei Surv Sump Sho Emei Surv Surv Surv Surv Surv Surv Surv	rovey and Engineering Construction De Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 4 rovey and Engineering Construction De Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 5 rovey and Engineering Construction De Yearly Maintenance horeline Restoration nergency Pipe Repairs Construction De Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 6 Sump Group 6 rovey and Engineering			\$ 55,856.39 \$ 5,941.04 \$ 7,956.75	\$ 83,320.43 \$ 6,119.27 \$ 8,195.45													
Sump Sho Emer Surv	Construction py Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 4 rrvey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 5 rrvey and Engineering Construction py Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 5 rrvey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 6 rrvey and Engineering			\$ 55,856.39 \$ 5,941.04 \$ 7,956.75	\$ 83,320.43 \$ 6,119.27 \$ 8,195.45													
Sump Sho Emere Surv Sump Sho Emere Surv Sump Sho Emere Surv Sump Sho Emere Surv Surv Sump Sho Emere Surv Surv Surp Sho Emere Surv	np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 4 irvey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 5 irvey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 6 Sump Group 6 Forvey and Engineering			\$ 5,941.04 \$ 7,956.75	\$ 83,320.43 \$ 6,119.27 \$ 8,195.45													
Sho Emei	horeline Restoration hergency Pipe Repairs Sump Group 4 invey and Engineering Construction py Yearly Maintenance horeline Restoration hergency Pipe Repairs Sump Group 5 invey and Engineering Construction pry Yearly Maintenance horeline Restoration hergency Pipe Repairs Sump Group Foreign Restoration horeline Restoration hergency Pipe Repairs Sump Group 6 invey and Engineering Construction pry Yearly Maintenance horeline Restoration horergency Pipe Repairs Sump Group 6 invey and Engineering			\$ 7,956.75	\$ 83,320.43 \$ 6,119.27 \$ 8,195.45													
Surv Sump Sho Emei Surv Sump Sho Emei Surv Surv Surp Sho Emei Surv Surn Surn Surv Surn Surv Surn Surn Surv	Sump Group 4 rivey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 5 rivey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 6 rivey and Engineering Construction or Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 6 rivey and Engineering				\$ 83,320.43 \$ 6,119.27 \$ 8,195.45													
Survy Sump Sho Emei Surv Sump Sho Emei Surv Sump Sho Emei Surv Sump Sho Emei Surv Surv Surv Surv Surv Surv	rovey and Engineering Construction De Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 5 rovey and Engineering Construction De Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 6 rovey and Engineering Construction On Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 6 rovey and Engineering				\$ 83,320.43 \$ 6,119.27 \$ 8,195.45													
Sump Sho Emei Surv Sump Sho Emei Surv Sump Sho Emei Surv Sump Sho Emei Surv Surv Sump Sho Emei Surv	Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 5 rivey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 6 rivey and Engineering				\$ 83,320.43 \$ 6,119.27 \$ 8,195.45					i l								
Sump Sho Emere  Surv  Sump Sho Emere  Surv  Surv	np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 5 rivey and Engineering Construction np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 6 rivey and Engineering				\$ 6,119.27 \$ 8,195.45			-	1									
Sho Emer Surv Sump Sho Emer Surv Sump Sho Emer Surv Surv Surv Surv Surv Surv Surv Sur	horeline Restoration hergency Pipe Repairs Sump Group 5 urvey and Engineering Construction ng Yearly Maintenance horeline Restoration hergency Pipe Repairs Sump Group 6 urvey and Engineering				\$ 8,195.45													
Surry Surry Shob Emei	nergency Pipe Repairs Sump Group 5 Invey and Engineering Construction In Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 6 Invey and Engineering				\$ 8,195.45													
Surv Sump Sho Emer Surv Sump Sho Sump Sho Emer Surv Sump Sho Surv Surv Sump Sho Sump Sho Emer Emer Emer Emer Emer Emer Emer Emer	Sump Group 5  Irvey and Engineering Construction Inp Yearly Maintenance horeline Restoration hergency Pipe Repairs Sump Group 6 Irvey and Engineering																	
Sump Sho Emei Surv Surv Sump Sho Emei Surv Surv Surv Surv Surv Surp Sho Emei	Construction  np Yearly Maintenance horeline Restoration nergency Pipe Repairs  Sump Group 6  revey and Engineering																	
Sho Emei Surv Sump Sho Emei Surv Sump Sho Sump Sho Sump Sho Emei Surv Sump Sho Emei	np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 6 arvey and Engineering					\$ 9,004.07												
Sho Emei Surv Sump Sho Emei Surv Sump Sho Sump Sho Sump Sho Emei Surv Sump Sho Emei	horeline Restoration nergency Pipe Repairs Sump Group 6 Irvey and Engineering					\$ 36,691.59 \$ 6,302.85												
Survy Sump Sho Emer Survy Survy Survy Survy Survy Sho Emer Sho Emer Survy Survy Survy Sho Emer	nergency Pipe Repairs Sump Group 6 Irvey and Engineering					\$ 6,302.85 \$ 8,441.32												
Survy Sump Sho Emei Survy Survy Sump Sho So Sump Sho Emei Surv	Sump Group 6 irvey and Engineering					\$ 8,441.32												
Sump Sho Emei Surv Surv Sump Sho Emei Sho Emei																		
Sump Sho Emer Surv Sump Sho Sump Sho Emer Surv	Construction						\$ 9,274.19											
Shoo Emei Surv Sump Sho Emei Surv Survp					1	1	\$ 37,792.33											
Survy Suny Sho Sho Survy Sho Emer	np Yearly Maintenance horeline Restoration						\$ 6,491.93 \$ 8,694.56											
Surv Sump Sho Emer Surv Surv Surv Emer	nergency Pipe Repairs						\$ 8,694.56											
Sump Sho Emer Surv Sump Sho Emer	Sump Group 7	ı					ψ 0,034.30											
Sump Sho Emei Surv Sump Sho Emei	rvey and Engineering							\$ 9,552.42										
Sho Emei Surv Sump Sho Emei	Construction							\$ 43,344.10										
Surv Sump Sho	np Yearly Maintenance							\$ 6,686.69										
Surv Sump Sho Emei	horeline Restoration nergency Pipe Repairs							\$ 8,955.39 \$ 8,955.39										
Surv Sump Sho Emer	Sump Group 8	l			l	ı	1	\$ 0,555.55										
Sho Emer	irvey and Engineering								\$ 9,838.99									
Sho Emer	Construction								\$ 57,681.08									
Emer	np Yearly Maintenance				1				\$ 6,887.29									:
	horeline Restoration nergency Pipe Repairs							<u> </u>	\$ 9,224.05 \$ 9,224.05									
	Sump Group 9	l			1	l			y 2,224.03									
Surv	rvey and Engineering									\$ 10,134.16								
	Construction									\$ 23,625.26								
	np Yearly Maintenance									\$ 7,093.91								
	horeline Restoration nergency Pipe Repairs									\$ 9,500.78 \$ 9,500.78								
	Sump Group 10	<u> </u>				l	1			\$ 9,500.78								
	rvey and Engineering										\$ 10,438.19							
	Construction										\$ 23,616.39							
	np Yearly Maintenance										\$ 7,306.73							
	horeline Restoration										\$ 9,785.80							:
	nergency Pipe Repairs Sump Group 11	L			l	<u> </u>					\$ 9,785.80							
	rvey and Engineering											\$ 10,751.33						
												\$ 24,526.47						
	Construction											\$ 7,525.93						
	Construction np Yearly Maintenance											\$ 10,079.37						
	np Yearly Maintenance horeline Restoration							L				\$ 10,079.37				l		
	np Yearly Maintenance horeline Restoration nergency Pipe Repairs				<u> </u>													
	np Yearly Maintenance horeline Restoration nergency Pipe Repairs Sump Group 12												ć 11.073.07					
Sump	np Yearly Maintenance horeline Restoration nergency Pipe Repairs												\$ 11,073.87 \$ 33,913.73					

	Shoreline Restoration												\$ 10,381.75					<u> </u>
	Emergency Pipe Repairs												\$ 10,381.75					
	Sump Group 13																	
	Survey and Engineering													\$ 11,406.09				
	Construction													\$ 31,366.74				
	Sump Yearly Maintenance													\$ 7,984.26				
	Shoreline Restoration													\$ 10,693.21				
	Emergency Pipe Repairs													\$ 10,693.21				
	Sump Group 14																	
	Survey and Engineering														\$ 11,748.27			
	Construction														\$ 18,062.96			
	Sump Yearly Maintenance														\$ 8,223.79			
	Shoreline Restoration														\$ 11,014.00			
	Emergency Pipe Repairs														\$ 11,014.00			
	Sump Group 15	•	•			•								•	• • • • • • • • • • • • • • • • • • • •	•		
	Survey and Engineering															\$ 12,100.72		
	Construction															\$ 21,932.55		
	Sump Yearly Maintenance															\$ 8,470.50		
	Shoreline Restoration															\$ 11,344.42		
	Emergency Pipe Repairs															\$ 11,344.42		
	Pond A Restoration																	
	Estimated Cost																\$ 54,528.86	
	Sump Yearly Maintenance																\$ 8,724.62	
Î	Shoreline Restoration																\$ 11,684.76	
	Emergency Pipe Repairs																\$ 11,684.76	
Inflation %																		Total
3	Subtotal Cost	\$ 62,050,00	\$ 69.319.00	\$ 86,198,13	\$ 114,572.43	\$ 68.881.14	\$ 70.947.57	\$ 77,493,99	\$ 92.855.48	\$ 59.854.89	\$ 60.932.91	\$ 62,962,48	\$ 73,502,82	\$ 72.143.50	\$ 60.063.03	\$ 65,192,62	\$ 86,622,99	
		7 12,050.00	+ 55,515.00	7 55,150.15	7,572.15	7 55,001.14	+,5 17.57	+,155.55	+ 12,055.10	7 22,054.05	+,JJL:JI	7 JE,50E.10	+,50L.OL	7,1 10.50	+ 11,005.05	7 JJ,152.02	+ 55,022.55	T)105)552.50

## **TABLE 2 & 3**

Table Prioritizing of Sites with Legend

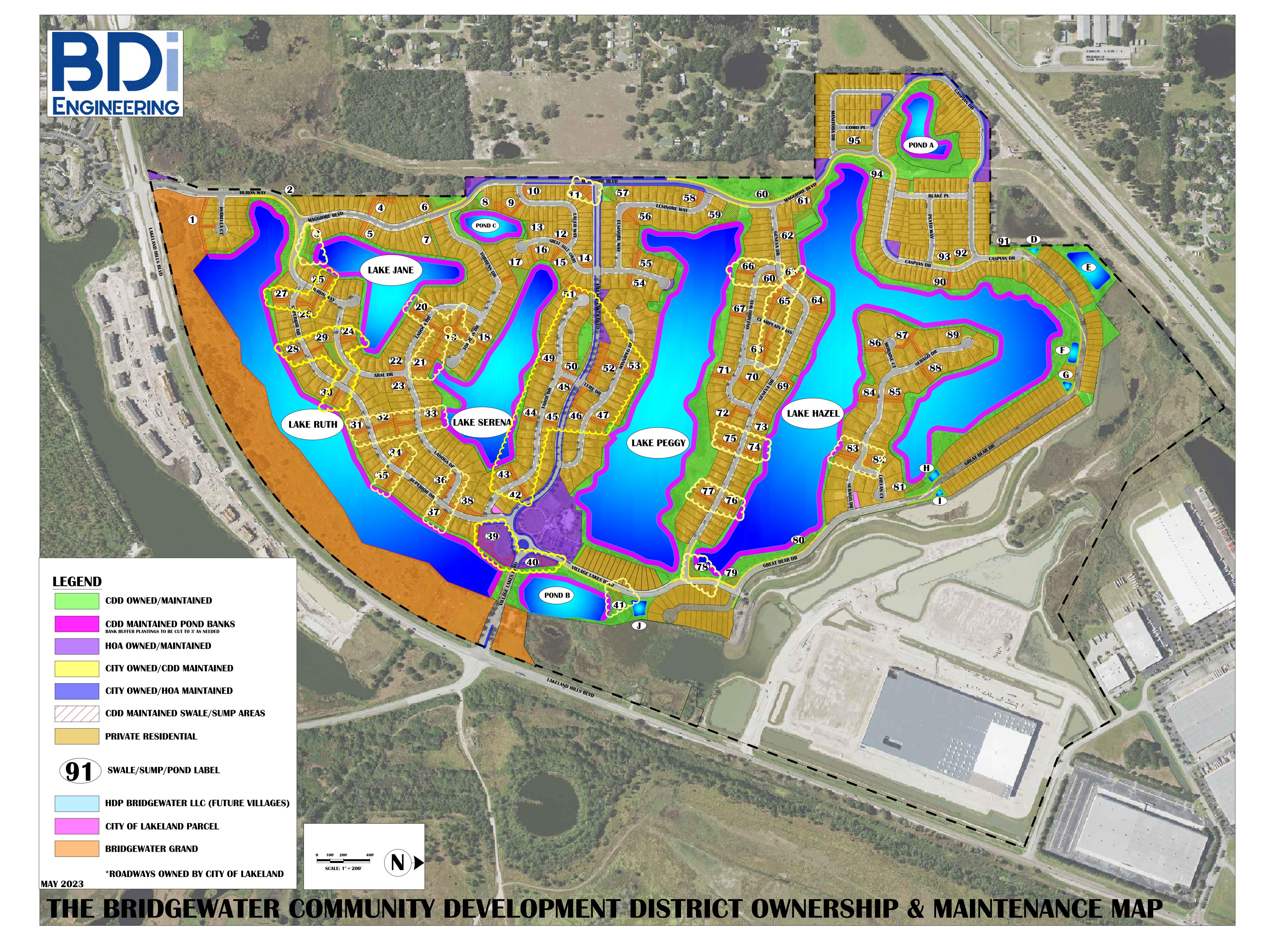
Sump 63         N/A         #1           Sump 65         N/A         #1           Sump 26         N/A         #2           Sump 27         #2         #2           Sump 28         #3         #3           Sump 29         N/A         #3           Sump 39         N/A         #3           Sump 39         South         #4           Sump 39         West         #4           Sump 40         #4         #4           West         #4         #4           Sump 74         #5         #5           Sump 75         #5         #5           Sump 76         #6         #6           Sump 31         #7         #6           Sump 32         N/A         #7           Sump 33         #7         #6           Sump 34         N/A         #8           Sump 35         #9         #10           Sump 36         N/A         #11		Box Condition	Depth of Water	Sump Bottom	Sediment and Organic Material	Skimmer Board and Weir	Outflow	Rank / Sump Group
Sump 65         N/A         #1           Sump 68         N/A         #1           Sump 25         N/A         #2           Sump 26         N/A         #2           Sump 27         #3         #2           Sump 28         N/A         #3           Sump 29         N/A         #3           Sump 39         North         #4           Sump 39         West         #4           Sump 40         #4         #4           West         #4         #5           Sump 40         #4         #5           West         #6         #6           Sump 77         #6         #6           Sump 31         #7         #6           Sump 32         N/A         #7           Sump 33         #7         #6           Sump 34         N/A         #8           Sump 35         #9         #10           Sump 36         N/A         #10           Sump 37         #10         #10           Sump 36         N/A         #10           Sump 37         #10         #11           Sump 38         #11         #11	Sump 63							#1
Sump 68         N/A         #1           Sump 25         N/A         #2           Sump 26         N/A         #2           Sump 27         N/A         #3           Sump 28         N/A         #3           Sump 28         N/A         #3           Sump 30         N/A         #3           Sump 39         North         #4           Sump 39         West         #4           Sump 39         West         #4           Sump 40         #4         #4           West         #4         #4           Sump 40         #4         #4           West         #4         #4           Sump 74         #4         #5           Sump 77         #5         #6           Sump 78         #6         #6           Sump 31         #6         #7           Sump 32         N/A         #7           Sump 33         #7         #7           Sump 34         N/A         #8           Sump 35         #8         #8           Sump 36         N/A         #8           Sump 37         #10         #10						N/A		#1
Sump 26         N/A         #2           Sump 27         #2           Sump 28         #3           Sump 28         #3           Sump 29         N/A         #3           Sump 30         #4           Sump 39         #4           Sump 39         #4           Sump 39         #4           Sump 40         #4           West         #4           Sump 76         #5           Sump 77         #6           Sump 31         #6           Sump 32         N/A         #7           Sump 33         #7           Sump 40         #6           West         #6           Sump 77         #6         #6           Sump 78         #6           Sump 19         #6           Sump 20         #7         #7           Sump 31         #7         #7           Sump 31         #7         #7           Sump 31         #8         #8           Sump 31         #1         #1           Sump 32         N/A         #8           Sump 33         #1         #1           Sump 4								
Sump 26         N/A         #2           Sump 27         #2           Sump 28         #3           Sump 28         #3           Sump 29         N/A         #3           Sump 30         #4           Sump 39         #4           Sump 39         #4           Sump 39         #4           Sump 40         #4           West         #4           Sump 76         #5           Sump 77         #6           Sump 31         #6           Sump 32         N/A         #7           Sump 33         #7           Sump 40         #6           West         #6           Sump 77         #6         #6           Sump 78         #6           Sump 19         #6           Sump 20         #7         #7           Sump 31         #7         #7           Sump 31         #7         #7           Sump 31         #8         #8           Sump 31         #1         #1           Sump 32         N/A         #8           Sump 33         #1         #1           Sump 4								
Sump 27								
Sump 24						N/A		
Sump 28         8         8         83         84	Sump 27							#2
Sump 28         #3           Sump 29         N/A         #3           Sump 30         #3         #3           Sump 39         West         #4           Sump 39         West         #4           Sump 40         #4         #4           East         #4         #4           Sump 40         #4         #5           West         #6         #5           Sump 75         #5         #5           Sump 76         #6         #6           Sump 31         #7         #6           Sump 32         N/A         #7           Sump 33         #7         #8           Sump 20         #8         #8           Sump 21         N/A         #8           Sump 35         #9           Sump 36         N/A         #10           Sump 82         #11         #10           Sump 83         #11         #12           Sump 66         N/A         #13           Sump 66         #13         #14           Sump 66         #13         #14	Sump 24							#3
Sump 29         N/A         #3           Sump 30         #3           Sump 39         #4           Sump 39         #4           Sump 39         #4           Sump 40         #4           West         #4           Sump 40         #4           West         #5           Sump 74         #5           Sump 75         #6           Sump 77         #6           Sump 31         #7           Sump 32         N/A         #7           Sump 33         #7           Sump 20         #8           Sump 21         N/A         #8           Sump 35         #9           Sump 36         N/A         #10           Sump 37         #10           Sump 82         #11           Sump 83         #11           Sump 60         N/A         #13           Sump 66         #13           Sump 41         #14								
Sump 30       #3         Sump 39       #4         Sump 39       #4         Sump 39       #4         Sump 40       #4         East       #4         Sump 40       #4         West       #5         Sump 74       #5         Sump 75       #6         Sump 76       #6         Sump 77       #6         Sump 31       #7         Sump 32       N/A       #7         Sump 33       #7         Sump 19       #8         Sump 20       #8         Sump 21       N/A       #8         Sump 35       #8         Sump 37       #10         Sump 38       #11         Sump 82       #11         Sump 83       #12         Sump 11       #12         Sump 66       #13         Sump 66       #13						N/A		
Sump 39 North Sump 39 South Sump 39 West Sump 40 East Sump 40 West Sump 74 Sump 75 Sump 76 Sump 77 Sump 31 Sump 32 Sump 34 Sump 39 Sump 39 West Sump 30 Sump 30 Sump 31 Sump 31 Sump 32 Sump 33 Sump 33 Sump 34 Sump 35 Sump 35 Sump 36 Sump 37 Sump 38 Sump 39 Sump 30 Sump 31 Sump 31 Sump 32 Sump 34 Sump 35 Sump 35 Sump 36 Sump 37 Sump 38 Sump 39 Sump 30 Sump 30 Sump 31 Sump 31 Sump 32 Sump 34 Sump 35 Sump 36 Sump 37 Sump 38 Sump 39 Sump 30 Sump 30 Sump 31 Sump 31 Sump 32 Sump 34 Sump 35 Sump 36 Sump 37 Sump 36 Sump 37 Sump 38 Sump 38 Sump 39 Sump 30 Sump 30 Sump 30 Sump 30 Sump 31 Sump 41 Sump 31 Sump 41 Sump 4						14/71		
North Sump 39 South Sump 39 West Sump 40 East Sump 40 West Sump 74 Sump 75 Sump 75 Sump 77 Sump 31 Sump 31 Sump 32 Sump 33 Sump 34 Sump 35 Sump 35 Sump 36 Sump 37 Sump 36 Sump 37 Sump 38 Sump 37 Sump 38 Sump 37 Sump 38 Sump 39 Sump 30 Sump 31 Sump 31 Sump 32 Sump 34 Sump 35 Sump 35 Sump 36 Sump 37 Sump 38 Sump 39 Sump 30 Sump 30 Sump 31 Sump 31 Sump 32 Sump 34 Sump 35 Sump 35 Sump 36 Sump 37 Sump 38 Sump 39 Sump 30 Sump 30 Sump 30 Sump 31 Sump 31 Sump 32 Sump 34 Sump 35 Sump 36 Sump 37 Sump 36 Sump 37 Sump 36 Sump 37 Sump 38 Sump 38 Sump 39 Sump 30 Sump 30 Sump 30 Sump 31 Sump 31 Sump 31 Sump 32 Sump 34 Sump 35 Sump 36 Sump 37 Sump 36 Sump 37 Sump 38 Sump 38 Sump 38 Sump 39 Sump 30 Sump 30 Sump 41 Sump 41 Sump 41 Sump 41 Sump 41 Sump 60 N/A #13						<u> </u>		
North       Sump 39       Sump 40       East       Sump 40       West       Sump 40       West       Sump 74       Sump 75       Sump 76       Sump 77       Sump 31       Sump 32       Sump 33       Sump 33       Sump 34       Sump 20       Sump 35       Sump 36       Sump 37       Sump 38       Sump 39       Sump 30       Sump 31       Sump 32       Sump 34       Sump 35       Sump 36       Sump 37       Sump 38       Sump 39       Sump 41       Sump 60       N/A       #13       Sump 60       N/A       #13	Sump 39							# <i>Δ</i>
South   #4 Sump 39   #4 West   #4 Sump 40   #4 Sump 40   #4 Sump 70   #5 Sump 75   #5 Sump 76   #6 Sump 77   #6 Sump 31   #7 Sump 32   N/A   #7 Sump 33   #7 Sump 19   #8 Sump 20   #8 Sump 21   N/A   #8 Sump 21   N/A   #9 Sump 35   #9 Sump 37   #10 Sump 37   #11 Sump 38   #11 Sump 39   #11 Sump 30   #11 Sump 31   #12 Sump 41   #12 Sump 60   N/A   #13 Sump 66   #13								#4
South   #4  Sump 39     West   #4  Sump 40     East   #4  Sump 76  Sump 75   #5  Sump 77   #6  Sump 77   #6  Sump 31   #7  Sump 32   N/A   #7  Sump 33   #8  Sump 20   #8  Sump 21   N/A   #8  Sump 21   N/A   #9  Sump 35   #9  Sump 36   N/A   #10  Sump 37   #11  Sump 38   #11  Sump 39   #12  Sump 19   #11  Sump 30   #11  Sump 31   #12  Sump 32   #11  Sump 35   #11  Sump 36   N/A   #10  Sump 37   #11  Sump 38   #11  Sump 39   #11  Sump 40   #12  Sump 40   #13  Sump 66   #13								#4
West       #4         Sump 40       #4         Sump 40       #4         West       #4         Sump 76       #5         Sump 77       #6         Sump 31       #6         Sump 32       N/A       #7         Sump 33       #7         Sump 19       #8         Sump 20       #8         Sump 21       N/A       #8         Sump 35       #9         Sump 36       N/A       #10         Sump 37       #10         Sump 82       #11         Sump 83       #11         Sump 66       N/A       #13         Sump 60       N/A       #13         Sump 41       ?       #14								,,,
Sump 40 East     #4       Sump 40 West     #4       Sump 74 Sump 75     #5       Sump 76 Sump 77 Sump 31 Sump 32 Sump 32 Sump 34 Sump 20 Sump 21 N/A #8     #7       Sump 19 Sump 20 Sump 31 Sump 35 Sump 37 Sump 38 Sump 39 Sump 39 Sump 39 Sump 30 Sump 30 Sump 30 Sump 30 Sump 30 Sump 31 Sump 30 Sump 31 Sump 41 Sump								#4
East Sump 40 West #4  Sump 74 #5  Sump 75 #5  Sump 76 #6  Sump 31 #7  Sump 32 N/A #7  Sump 33 #8  Sump 19 #8  Sump 20 #8  Sump 21 N/A #8  Sump 21 N/A #8  Sump 35 #9  Sump 36 N/A #10  Sump 37 #10  Sump 38 #11  Sump 39 #11  Sump 30 #11  Sump 30 #11  Sump 31 #11  Sump 31 #11  Sump 31 #11  Sump 32 #12  Sump 40 #13  Sump 41 #13  Sump 60 N/A #13								
Sump 40 West     #4       Sump 74 Sump 75 Sump 75 Sump 76 Sump 77 Sump 31 Sump 32 Sump 33 Sump 20 Sump 21 Sump 21 Sump 35 Sump 35 Sump 37 Sump 37 Sump 38 Sump 37 Sump 37 Sump 37 Sump 37 Sump 38 Sump 39 Sump 30 Sump 31 Sump 411 Su								#4
West       #4         Sump 74       #5         Sump 75       #5         Sump 76       #6         Sump 31       #6         Sump 32       N/A       #7         Sump 33       #7         Sump 19       #8         Sump 20       #8         Sump 21       N/A       #8         Sump 35       N/A       #9         Sump 36       N/A       #10         Sump 37       #10         Sump 82       #11         Sump 83       #12         Sump 10       N/A       #13         Sump 60       N/A       #13         Sump 66       #13								
Sump 74       #5         Sump 75       #5         Sump 76       #6         Sump 77       #6         Sump 31       #7         Sump 32       N/A       #7         Sump 33       #7         Sump 19       #8         Sump 20       #8         Sump 21       N/A       #8         Sump 35       #9         Sump 36       N/A       #10         Sump 37       #10         Sump 82       #11         Sump 83       #11         Sump 1       #12         Sump 60       N/A       #13         Sump 66       #13								#4
Sump 75       #5         Sump 76       #6         Sump 77       #6         Sump 31       #7         Sump 32       N/A       #7         Sump 33       #7         Sump 19       #8         Sump 20       #8         Sump 21       N/A       #8         Sump 35       #9         Sump 36       N/A       #10         Sump 37       #10         Sump 82       #11         Sump 83       #11         Sump 1       #12         Sump 1       #12         Sump 60       N/A       #13         Sump 60       N/A       #13         Sump 41       ?       #14	West							
Sump 75       #5         Sump 76       #6         Sump 77       #6         Sump 31       #7         Sump 32       N/A       #7         Sump 33       #7         Sump 19       #8         Sump 20       #8         Sump 21       N/A       #8         Sump 35       #9         Sump 36       N/A       #10         Sump 37       #10         Sump 82       #11         Sump 83       #11         Sump 1       #12         Sump 1       #12         Sump 60       N/A       #13         Sump 60       N/A       #13         Sump 41       ?       #14	Sump 74							#5
Sump 76       #6         Sump 31       #7         Sump 32       N/A       #7         Sump 33       #7         Sump 19       #8         Sump 20       #8         Sump 21       N/A       #8         Sump 34       N/A       #9         Sump 35       #9         Sump 36       N/A       #10         Sump 37       #10         Sump 82       #11         Sump 83       #11         Sump 11       #12         Sump 60       N/A       #13         Sump 66       #13								#5
Sump 31       #7         Sump 32       N/A       #7         Sump 33       #7         Sump 19       #8         Sump 20       #8         Sump 21       N/A       #8         Sump 34       N/A       #9         Sump 35       #9         Sump 36       N/A       #10         Sump 37       #10         Sump 82       #11         Sump 83       #11         Sump 3       #12         Sump 11       #12         Sump 60       N/A       #13         Sump 66       #13								
Sump 31       #7         Sump 32       N/A       #7         Sump 33       #7         Sump 19       #8         Sump 20       #8         Sump 21       N/A       #8         Sump 34       N/A       #9         Sump 35       #9         Sump 36       N/A       #10         Sump 37       #10         Sump 82       #11         Sump 83       #11         Sump 11       #12         Sump 60       N/A       #13         Sump 66       #13	Sump 76							#6
Sump 32       N/A       #7         Sump 33       #8         Sump 19       #8         Sump 20       #8         Sump 21       N/A       #8         Sump 34       N/A       #9         Sump 35       #9         Sump 36       N/A       #10         Sump 37       #10       #10         Sump 82       #11       #11         Sump 83       #11       #11         Sump 11       #12       #12         Sump 10       N/A       #13         Sump 60       N/A       #13         Sump 66       #13       #14         Sump 41       #14       #14         Sump 41       #14       #14	Sump 77							#6
Sump 32       N/A       #7         Sump 33       #8         Sump 19       #8         Sump 20       #8         Sump 21       N/A       #8         Sump 34       N/A       #9         Sump 35       #9         Sump 36       N/A       #10         Sump 37       #10         Sump 82       #11         Sump 83       #11         Sump 11       #12         Sump 60       N/A       #13         Sump 66       #13         Sump 41       ?       #14         Sump 41       ?       #14		1						
Sump 33       #7         Sump 19       #8         Sump 20       #8         Sump 21       N/A       #8         Sump 34       N/A       #9         Sump 35       #9         Sump 36       N/A       #10         Sump 37       #10         Sump 82       #11         Sump 83       #11         Sump 3       #12         Sump 11       #12         Sump 60       N/A       #13         Sump 66       #13         Sump 41       ?       #14         Sump 41       ?       #14								
Sump 19       #8         Sump 20       #8         Sump 21       N/A       #8         Sump 34       N/A       #9         Sump 35       #9         Sump 36       N/A       #10         Sump 37       #10         Sump 82       #11         Sump 83       #11         Sump 11       #12         Sump 60       N/A       #13         Sump 66       #13         Sump 41       ?       #14						N/A		
Sump 20       #8         Sump 21       N/A       #8         Sump 34       N/A       #9         Sump 35       #9         Sump 36       N/A       #10         Sump 37       #10         Sump 82       #11         Sump 83       #11         Sump 3       #12         Sump 11       #12         Sump 60       N/A       #13         Sump 66       #13	Sump 33							#/
Sump 20       #8         Sump 21       N/A       #8         Sump 34       N/A       #9         Sump 35       #9         Sump 36       N/A       #10         Sump 37       #10         Sump 82       #11         Sump 83       #11         Sump 3       #12         Sump 11       #12         Sump 60       N/A       #13         Sump 66       #13	Sump 19							#8
Sump 21       N/A       #8         Sump 34       N/A       #9         Sump 35       #9         Sump 36       N/A       #10         Sump 37       #10         Sump 82       #11         Sump 83       #11         Sump 3       #12         Sump 11       #12         Sump 60       N/A       #13         Sump 66       #13								
Sump 34       N/A       #9         Sump 35       #9         Sump 36       N/A       #10         Sump 37       #10         Sump 82       #11         Sump 83       #11         Sump 3       #12         Sump 11       #12         Sump 60       N/A       #13         Sump 66       #13						N/A		
Sump 35     #9       Sump 36     N/A     #10       Sump 37     #10       Sump 82     #11       Sump 83     #11       Sump 3     #12       Sump 11     #12       Sump 60     N/A     #13       Sump 66     #13	<u> </u>							
Sump 36       N/A       #10         Sump 37       #10         Sump 82       #11         Sump 83       #11         Sump 3       #12         Sump 11       #12         Sump 60       N/A       #13         Sump 66       #13         Sump 41       ?       #14	Sump 34					N/A		#9
Sump 37       #10         Sump 82       #11         Sump 83       #11         Sump 3       #12         Sump 11       #12         Sump 60       N/A       #13         Sump 66       #13         Sump 41       ?       #14	Sump 35							#9
Sump 37       #10         Sump 82       #11         Sump 83       #11         Sump 3       #12         Sump 11       #12         Sump 60       N/A       #13         Sump 66       #13         Sump 41       ?       #14								
Sump 82 #11 Sump 83 #11 Sump 3 #12 Sump 11 #12 Sump 60 N/A #13 Sump 66 #13						N/A		
Sump 83     #11       Sump 3     #12       Sump 11     #12       Sump 60     N/A     #13       Sump 66     #13       Sump 41     ?     #14	Sump 37							#10
Sump 83     #11       Sump 3     #12       Sump 11     #12       Sump 60     N/A     #13       Sump 66     #13       Sump 41     ?     #14	Sump 92							#11
Sump 3 #12 Sump 11 #12 Sump 60 N/A #13 Sump 66 #13 Sump 41 ? #14								
Sump 11 #12  Sump 60 N/A #13  Sump 66 #13  Sump 41	Junip 03							#11
Sump 11 #12  Sump 60 N/A #13  Sump 66 #13  Sump 41	Sump 3							#12
Sump 60 N/A #13 Sump 66 #13 Sump 41								#12
Sump 66 #13 Sump 41								
Sump 66 #13 Sump 41	Sump 60					N/A		#13
Sump 41 ? #14						,		
	Sump 66							#13
	Sump 41					?		#14
C 70								
Super 70								
sump /8 #15	Sump 78							#15

	Flu	me Box Ty	oe Stormwa	iter Structu	res	
Sump 42					N/A	Flume
Sump 43						Flume
Sump 44						Flume
Sump 45					N/A	Flume
Sump 46					N/A	Flume
Sump 47						Flume
Sump 49						Flume
Sump 51						Flume
Sump 52					N/A	Flume
Sump 53						Flume

			·
Depth of Water in sump	0-4"	4-8"	8+"
Sump Bottom	Firm	Soft	Marsh
Skimmer and Weir	Functions as designed	Minor deviations	Major deviations
Box Condition	Clean/not submerged	Sediment <4", water to grate	Sediment >4", box underwater
Sediment and organic material	None	Minor	Significant
Outflow Condition	Flowing	Flowing with some ponding	No flow

## **TABLE 4**

Site Map of Sumps



### **APPENDIX A**

ESTIMATED COST FOR YEARLY MAINTENANCE OF STORMWATER MANAGEMENT SYSTEM AND SITES **AND** EMERGENCY PIPE REPAIRS OR REPLACMENT(S)

	Υ	early S	ump Mai	inte	nance Co	osts
Task		Price	Quantity		Total	Notes
Sediment and Debris Removal at Box	\$	30.00	10	\$	300.00	Every 8-10 years removing sediment and debris
Sediment and Debris Removal at Skimmer	\$	30.00	10	\$	300.00	Every 8-10 years removing sediment and debris
Grate Replacement	\$1	,100.00	2	\$	2,200.00	40 Year replacement schedule
Curb Stormwater Inlet Vac	\$	175.00	10	\$	1,750.00	Every 8-10 years removing sediment and debris in box
Pipe flush - in Sump	\$	75.00	8	\$	600.00	Every 5-8 years flushing out pipes
Skimmer Board Repairs/Replace	\$	150.00	3	\$	450.00	Every 14- 16 years repair / replace each
			Total	\$	5,600.00	

E	Emergency Pipe Repairs/Replacement											
24" Pipe	2500	1	\$	2,500.00	472 total lineal feet							
36" Pipe	5000	1	\$	5,000.00	993 total lineal feet							
		Total	\$	7,500.00								

### **APPENDIX B**

ESTIMATED COST FOR YEARLY SHORELINE STABLIZATION AND POND A RESTORATION COST

	Υe	early Sh	oreline S	tab	ilizaiton (	Cost
Task		Price	Quantity		Total	Notes
Shoreline Stabilization	\$	75.00	100	\$	7,500.00	39,000 total lineal feet of pond; 100 ft per year
				\$	-	
				\$	-	
				\$	-	
				\$	-	
				\$	-	
Total				\$	7,500.00	

į	ond A Exc	essive Ve	egetation Removal
Pond A vegetation removal	\$35,000.00	1	\$ 35,000.00 Aquatic to provide a real cost