

### Board of Supervisors' Special Meeting March 22, 2024

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 · Wesley Chapel, Florida (813) 994-1001</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 March 15, 2024

#### **FINAL AGENDA**

#### Dear Board Members:

The Special Meeting of the Board of Supervisors of the Bridgewater Community Development District will be held on **Friday**, **March 22**, **2024**, **at 10:00 a.m.** at the Bridgewater Amenities Center located at 2525 Village Lakes Boulevard, Lakeland, Florida 33805.

1. 2. 3. 4.	CALL TO ORDER PLEDGE OF ALLEGIANCE AUDIENCE COMMENTS ON AGENDA ITEMS BUSINESS ADMINISTRATION
	A. Consideration of Minutes of the Board of Supervisors Special Meeting held on February 7, 2024Tab 1
	B. Consideration of Operations & Maintenance
	Expenditures for December 2023USC
	C. Consideration of Operations & Maintenance
	Expenditures for January 2024USC
	D. Acceptance of Financial Statement (unaudited)
	dated December 31, 2023, and January 31, 2024Tab 2
5.	STAFF REPORTS – Part 1 of 2
	A. Aquatic Maintenance Manager
	1. Presentation of Waterway Inspection ReportTab 3
	B. Landscape Managers
	BrightView Landscape Quality
	Site Assessment
	<ol> <li>Consideration of Tree Care Services ProposalTab 4</li> <li>Rizzetta &amp; Company Landscape</li> </ol>
	Inspection ReportTab 5
6.	BUSINESS ITEMS
	A. Consideration of GMS District Services and
	Field Services AgreementTab 6
	<b>B.</b> Resolution 2024-02, Appointing a District ManagerTab 7
	C. Resolution 2024-03, Redesignating Primary
	Administrative OfficeTab 8
	<b>D.</b> Resolution 2024-04, Redesignating Registered
	Agent and Registered OfficeTab 9

	<b>E.</b> Resolution 2024-05, Appointing and Removing	
	Officers	Tab 10
	F. Resolution 2024-06, Establishing Checking	
	Account and Designating Signatories	Tab 11
	G. Resolution 2024-07, Setting Meeting Schedule	Tab 12
	H. Consideration of Slump Improvement Proposal	Tab 13
	I. Ratification of Easement Variance Agreement	USC
7.	STAFF REPORTS – Part 2 of 2	
	A. District Counsel	
	B. District Engineer	
	C. District Manager	
8.	SUPERVISOR REQUESTS AND AUDIENCE COMMEN	TS
۵	AD IOURNMENT	

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,

Christina Newsome

District Manager

## 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 that a verbatim record of the proceedings is made, including the testimony and evidence 6 upon which such appeal is to be based. 7 8 9 BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT 10 11 The meeting of the Board of Supervisors of Bridgewater Community Development 12 District was held on Wednesday, February 7, 2024, at 10:30 a.m. at the Bridgewater 13 Amenities Center located at 2525 Village Lakes Boulevard, Lakeland, Florida 33805. 14 15 **Present and Constituting a Quorum:** 16 17 Tonya Lockamy **Board Supervisor, Chair** 18 Thomas Temple **Board Supervisor, Vice Chair** 19 John Gierlach 20 **Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary** Jeff Walters 21 22 23 Also Present: 24 Christina Newsome District Manager, Rizzetta & Company, Inc. 25 District Engineer, BDI Engineering Stephen Brletic 26 District Counsel, Kilinski/Van Wyk Lauren Gentry 27 Ted Katina Senior Account Manager, Brightview Landscape 28 Landscape Specialist, Rizzetta & Company 29 Bryan Schaub 30 **Audience Members** Present 31 32 FIRST ORDER OF BUSINESS **Called to Order** 33 34 35 Ms. Newsome called the meeting to order at 10:30 a.m. and read the roll call. 36 SECOND ORDER OF BUSINESS 37 Pledge of Allegiance 38 39 The Pledge of Allegiance was recited. 40 THIRD ORDER OF BUSINESS **Audience Comments** 41 42 43 There was a request for the Board to review a request from a resident for an easement access agreement for their pool installation, 44

45 FOURTH ORDER OF BUSINESS Consideration of Minutes of the Board of Supervisors Special Meeting held 46 on November 28, 2023 47 48 On a motion by Mr. Walters, seconded by Ms. Lockamy, with all in favor, the Board of Supervisors approved the minutes of the regular meeting held on November 28, 2023, as amended, for Bridgewater Community Development District. 49 FIFTH ORDER OF BUSINESS **Consideration of Operations &** 50 **Maintenance Expenditures for** 51 **November and December 2023** 52 53 The Operations and Maintenance Expenditures for December 2023 have been tabled 54 and Staff has been advised to remove the Doody Daddy invoice. 55 56 On a motion by Mr. Gierlach, seconded by Mr. Walters, with all in favor, the Board of Supervisors ratified operations & maintenance expenditures for November 2023 (\$63,499.65), for Bridgewater Community Development District. 57 SIXTH ORDER OF BUSINESS **Acceptance of Financial Statement** 58 (unaudited) dated October 31, 2023, 59 November 20, 2023, and 60 **December 31, 2023** 61 62 63 The Financial Statement for December 21, 2023, was tabled due to corrections needed for an invoice that was included in error. 64 65 On a motion by Mr. Walters, seconded by Mr. Gierlach, with all in favor, the Board of Supervisors accepted the Financial Statement (unaudited) for October 31, 2023, and November 30, 2023, for Bridgewater Community Development District. 66 SEVENTH ORDER OF BUSINESS Staff Reports – Part 1 of 2 67 A. Aquatic Maintenance Manager 68 1. Presentation of Waterway Inspection Report 69 70 71 Tabled until the next meeting as the Board requested in-person attendance from the Solitude Representative. 72 73

Mr. Katina introduced the Board to the newest site manager of the BrightView team.

1. BrightView Landscape Quality Site Assessment

**B.** Landscape Managers

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78 I. **Consideration of Tree Trimming Proposal** 79 80 The Board asked BrightView to revise the tree-trimming proposal into phases. 81 82 II. **Consideration of Mulch Installment Proposal** 83 On a motion by Ms. Lockamy, seconded by Mr. Gierlach, with all in favor, the Board of Supervisors approved the Mulch Installment Proposal from BrightView and authorized the Chair to sign outside of the meeting, for Bridgewater Community Development District. 84 **Consideration of Plant Beds Installment Proposal** 85 III. 86 On a motion by Ms. Lockamy, seconded by Mr. Gierlach, with all in favor, the Board of Supervisors approved the Plant Beds Installment proposal from BrightView, for Bridgewater Community Development District. 87 88 IV. **Consideration of Top Choice Proposal** 89 On a motion by Ms. Lockamy, seconded by Mr. Gierlach, with all in favor, the Board of Supervisors approved the Top Choice Proposal from BrightView and authorized the Chair to sign outside of the meeting, for Bridgewater Community Development District. 90 2. Rizzetta & Company Landscape Inspection Report 91 92 Mr. Schaub presented the Landscape Inspection Report to the Board and answered any 93 Board questions. 94 95 96 **EIGHTH ORDER OF BUSINESS Review of RFP Responses for District Management Services** 97 98 99 The Board heard from all candidates present and asked any questions they may have 100 had. 101 On a motion by Mr. Walters and seconded by Ms. Holley, with all in favor, the Board of Supervisors motioned to accept the proposal from GMS for District Management Services, for Bridgewater Community Development District. 102 103 NINTH ORDER OF BUSINESS **Consideration of December 2023 Pond Treatment** 104

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### BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT February 7, 2024, MINUTES OF MEETING

On a motion by Mr. Gierlach and seconded by Mr. Walters, with all in favor, the Board of Supervisors motioned to accept the December 2023 Pond Treatment subject to amendment prepared by District Counsel, for Bridgewater Community Development District.

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1	07

#### TENTH ORDER OF BUSINESS

**Consideration of Maintenance Pond** 

Plan

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The Board discussed having a proposal for the pond from Solitude for the next meeting.

**ELEVENTH ORDER OF BUSINESS** 

**Discussion of District Maintenance** 

Plan

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A discussion ensued regarding the District Maintenance Plan.

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**TWELFTH ORDER OF BUSINESS** 

**Discussion of SWMS Repair Project** 

Proposal

118 119 120

This was discussed earlier in the meeting.

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#### THIRTEENTH ORDER OF BUSINESS

Staff Reports - Part 2 of 2

123 124

#### A. District Counsel

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On a motion by Mr. Gierlach, seconded by Mr. Walters, with all in favor, the Board of Supervisors granted the easement access agreement for homeowner Debra Berry, for Bridgewater Community Development District.

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#### **B.** District Engineer

128 129

Mr. Brletic informed the Board of the pipe repair needed on slump #52 and presented a proposal received from SiteMasters.

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On a motion by Ms. Lockamy, seconded by Mr. Gierlach, with all in favor, the Board of Supervisors motioned for District Engineer to get proposals for the pipe repair not to exceed \$20,000 which will be paid from the Reserves, for Bridgewater Community Development District.

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#### C. District Manager

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Ms. Newsome presented the District Manager Report to the Board. The next Board meeting is scheduled for March 22, 2024, at 10:00 am.

136 137

## BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT February 7, 2024, MINUTES OF MEETING

138	AUDIENCE COMMENTS
139 140 141	A resident inquired about the no-fishing signs that are to be installed in the District along with designated fishing areas.
142	with designated lishing areas.
143 144	SUPERVISOR REQUESTS
145 146	No supervisor comments.
147 148	FOURTEENTH 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 1:27 p.m., for Bridgewater Community Development District.
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152	Secretary/Assistant Secretary Chair/Vice Chair

## Tab 2



## Financial Statements (Unaudited)

**December 31, 2023** 

Prepared by: Rizzetta & Company, Inc.

bridgewatercdd.org rizzetta.com

Balance Sheet As of 12/31/2023 (In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Gymnt Fund	Fixed Assets Group	Long-Term Debt
Assets						
Cash In Bank	375,071	0	829,811	1,204,882	0	0
Investments	92,949	1,047,997	733,988	1,874,934	0	0
Accounts Receivable	37,829	0	90,887	128,717	0	0
Fixed Assets	0	0	0	0	24,366,915	0
Amount Available in Debt Service	0	0	0	0	0	1,654,686
Amount To Be Provided Debt Service	0	0	0	0	0	6,355,314
Total Assets	505,849	1,047,997	1,654,686	3,208,533	24,366,915	8,010,000
Liabilities						
Accounts Payable	4,400	0	0	4,400	0	0
Accrued Expenses	10,634	0	0	10,634	0	0
Due To Other	4,991	0	0	4,991	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	8,010,000
Total Liabilities	20,025	0	0	20,025	0	8,010,000
Fund Equity & Other Credits						
Beginning Fund Balance	212,958	1,033,544	939,785	2,186,288	0	0
Investment In General Fixed Assets	0	0	0	0	24,366,915	0
Net Change in Fund Balance	272,866	14,453	714,901	1,002,220	0	0
Total Fund Equity & Other Credits	485,824	1,047,997	1,654,686	3,188,508	24,366,915	0
Total Liabilities & Fund Equity	505,849	1,047,997	1,654,686	3,208,533	24,366,915	8,010,000

#### Statement of Revenues and Expenditures As of 12/31/2023

(In	Whole	Numbers)

	(In whole Number	rs)		
	Year Ending	Through	Year To D	ate
	09/30/2024	12/31/2023	12/31/202	23
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	520	(520)
Special Assessments				
Off Roll	23,246	23,246	23,246	0
Tax Roll	365,736	365,736	366,646	(910)
Total Revenues	388,982	388,982	390,412	(1,430)
Expenditures				
Legislative				
Supervisor Fees	7,000	1,750	1,000	750
Total Legislative	7,000	1,750	1,000	750
Financial & Administrative				
Accounting Services	22,880	5,720	5,720	0
Administrative Services	5,897	1,474	1,474	0
Arbitrage Rebate Calculation	1,000	0	0	0
Assessment Roll	5,460	5,460	5,460	0
Auditing Services	4,200	0	70	(70)
Disclosure Report	5,000	0	0	0
District Engineer	30,000	7,500	6,330	1,170
District Management	27,040	6,760	6,760	0
Dues, Licenses & Fees	175	175	175	0
Financial & Revenue Collections	5,460	1,365	1,365	0
Legal Advertising	3,000	750	297	453
Miscellaneous Fees	300	75	0	75
Miscellaneous Mailings	374	94	0	94
Public Officials Liability Insurance	3,006	3,006	2,870	136
Tax Collector/Property Appraiser Fees	14,000	14,000	13,985	15
Trustees Fees	4,000	2,000	333	1,667
Website Hosting, Maintenance, Backup & E	3,950	984	985	0
Total Financial & Administrative	135,742	49,363	45,824	3,539
Legal Counsel				
District Counsel	30,000	7,500	4,673	2,827
Total Legal Counsel	30,000	7,500	4,673	2,827
Electric Utility Services				
Utility Services	985	246	148	98
Total Electric Utility Services	985	246	148	98

Stormwater Control

Statement of Revenues and Expenditures
As of 12/31/2023

	(III Whole I tullibe	13)		
	Year Ending Through		Year To D	ate
	09/30/2024	12/31/2023	12/31/202	23
_	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Aquatic Maintenance	58,004	14,501	13,251	1,250
Lake/Pond Bank Maintenance & Repair	10,000	2,500	0	2,500
Total Stormwater Control	68,004	17,001	13,251	3,750
Other Physical Environment				
Entry & Walls Maintenance & Repair	800	200	0	200
General Liability Insurance	3,675	3,675	3,508	167
Irrigation Repair	8,225	2,056	0	2,056
Landscape & Irrigation Maintenance Contr	155,000	38,750	37,779	971
Landscape Inspection Services	9,600	2,400	2,250	150
Landscape Replacement Plants, Shrubs, Tr	20,000	5,000	0	5,000
Property Insurance	198	198	201	(3)
Total Other Physical Environment	197,498	52,279	43,738	8,541
Contingency				
Miscellaneous Contingency	25,147	6,287	8,912	(2,625)
Total Contingency	25,147	6,287	8,912	(2,625)
Total Expenditures	464,376	134,426	117,546	16,880
Total Excess of Revenues Over(Under) Expenditures	(75,394)	254,556	272,866	(18,310)
Total Other Financing Sources(Uses)				
Carry Forward Fund Balance				
Carry Forward Fund Balance	75,394	75,394	0	75,394
Total Other Financing Sources(Uses)	75,394	75,394	0 -	75,394
Total Other Financing Sources(Oses)	75,394	75,594	<u>_</u>	75,394
Fund Balance, Beginning of Period	0	0	212,958	(212,958)
Total Fund Balance, End of Period	0	329,950	485,824	(155,875)

Statement of Revenues and Expenditures
As of 12/31/2023

	Year Ending 09/30/2024	Through 12/31/2023		o Date /2023
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	14,453	(14,453)
Total Revenues	0	0	14,453	(14,453)
Total Excess of Revenues Over(Under) Expenditures		0	14,453	(14,453)
ditares				
Fund Balance, Beginning of Period	0	0	1,033,544	(1,033,544)
Total Fund Balance, End of Period	0	0	1,047,997	(1,047,997)

#### 330 Debt Service Fund S2015A-1

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

Statement of Revenues and Expenditures
As of 12/31/2023

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	Year Ending	Through	Year To D	ate
	09/30/2024	12/31/2023	12/31/202	23
_	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	2,495	(2,495)
Special Assessments				
Tax Roll	218,552	218,552	219,095	(543)
Total Revenues	218,552	218,552	221,590	(3,038)
Expenditures				
Debt Service				
Interest	88,552	88,552	44,068	44,484
Principal	130,000	130,000	0	130,000
Total Debt Service	218,552	218,552	44,068	174,484
Total Expenditures	218,552	218,552	44,068	174,484
Total Excess of Revenues Over(Under) Expenditures	0	0	177,522	(177,522)
untures				
Fund Balance, Beginning of Period	0	0	205,540	(205,540)
Total Fund Balance, End of Period	0	0	383,062	(383,062)
<i>-</i>				( ,)

#### 330 Debt Service Fund S2015A-2

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

Statement of Revenues and Expenditures As of 12/31/2023

	Year Ending 09/30/2024	Through	Year To D	Pate
		12/31/2023	12/31/20	23
_	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	8,851	(8,851)
Special Assessments				
Off Roll	39,737	39,737	39,797	(60)
Tax Roll	655,127	655,127	661,806	(6,679)
Total Revenues	694,864	694,864	710,454	(15,590)
Expenditures				
Debt Service				
Interest	334,864	334,864	173,075	161,789
Principal	360,000	360,000	0	360,000
Total Debt Service	694,864	694,864	173,075	521,789
Total Expenditures	694,864	694,864	173,075	521,789
Total Excess of Revenues Over(Under) Expen-	0	0	537,379	(537,379)
ditures				
Fund Balance, Beginning of Period	0	0	734,245	(734,245)
Total Fund Balance, End of Period	0	0	1,271,624	(1,271,624)
<del>-</del>				

#### Bridgewater CDD Investment Summary December 31, 2023

		Bal	ance as of
<u>Account</u>	<u>Investment</u>	Decer	nber 31, 2023
The Bank of Tampa The Bank of Tampa ICS - Operating:	Money Market	\$	3,188
Pinnacle Bank	Money Market		89,761
	<b>Total General Fund Investments</b>	\$	92,949
FLCLASS	Average Monthly Yield 5.4700%	\$	1,047,997
	<b>Total Reserve Fund Investments</b>	\$	1,047,997
Hancock Bank Series 2015A-1 Interest	Federated Prime Obligation #5	\$	7
Hancock Bank Series 2015A-1 Reserve	Federated Prime Obligation #5		110,624
Hancock Bank Series 2015A-1 Principal	Federated Prime Obligation #5		50
Hancock Bank Series 2015A-1 Revenue	Federated Prime Obligation #5		53,277
Hancock Bank Series 2015A-1 Redemption	Federated Prime Obligation #5		8
Hancock Bank Series 2015A-2 Reserve	Federated Prime Obligation #5		353,075
Hancock Bank Series 2015A-2 Revenue	Federated Prime Obligation #5		215,932
Hancock Bank Series 2015A-2 Redemption	Federated Prime Obligation #5		852
Hancock Bank Series 2015A-2 Interest	Federated Prime Obligation #5		26
Hancock Bank Series 2015A-2 Sinking	Federated Prime Obligation #5		137
	<b>Total Debt Service Fund Investments</b>	\$	733,988

#### Bridgewater Community Development District Summary A/R Ledger From 12/01/2023 to 12/31/2023

	Fund_ID	Fund Name	Customer	Invoice Number	AR Account	Date	Balance Due
330, 2412	330-001	330 General Fund	,	AR00001387	12110	10/01/2023	37,829.00
Sum for 330, 24 <sup>2</sup> 330, 2414	12		Collector				37,829.00
	330-200	330 Debt Service Fund S2015A-1	Polk County Tax Collector	AR00001387	12110	10/01/2023	22,605.36
Sum for 330, 24 <sup>o</sup> 330, 2415	14						22,605.36
,	330-201	330 Debt Service Fund S2015A-2	Polk County Tax Collector	AR00001387	12110	10/01/2023	68,282.29
Sum for 330, 24 Sum for 33 Sum Tota	30						68,282.29 128,716.65 128,716.65

#### Bridgewater Community Development District Summary A/P Ledger From 12/1/2023 to 12/31/2023

	Fund Name	GL posting date	Vendor name	Document nu	umber Description	Balance Due
330, 2412	330 General Fund	12/29/2023	Site Masters of Florida, LLC	122923-1	Storm Structure Grates Replacement 1/23	4,400.00
Sum for 330, 241 Sum for 33 Sum Tota	30				1723	4,400.00 4,400.00 <b>4,400.0</b> 0

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

#### **Balance Sheet**

- 1. Trust statement activity has been recorded through 12/31/23.
- 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.

#### Summary A/R Ledger - Payment Terms

4. Payment terms for landowner assessments are (a) defined in the FY23-24 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.

#### Summary A/R Ledger - Subsequent Collections

- 1. General Fund Payment for Invoice AR00001387 in the amount of \$7,389.66 was received in January 2024.
- 2. Debt Service Fund S15 A-1 Payment for Invoice AR00001387 in the amount \$4,415.81 was received in January 2024.
- 3. Debt Service Fund S15 A-2 Payment for Invoice AR00001387 in the amount \$13,338.52 was received in January 2024.

## Tab 2A



## Financial Statements (Unaudited)

January 31, 2024

Prepared by: Rizzetta & Company, Inc.

bridgewatercdd.org rizzetta.com

Balance Sheet As of 01/31/2024 (In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Gymnt Fund	Fixed Assets Group	Long-Term Debt
Assets						
Cash In Bank	331,028	0	19,875	350,903	0	0
Investments	93,123	1,052,862	1,567,066	2,713,050	0	0
Accounts Receivable	30,439	0	73,133	103,573	0	0
Fixed Assets	0	0	0	0	24,366,915	0
Amount Available in Debt Service	0	0	0	0	0	1,660,074
Amount To Be Provided Debt Service	0	0	0	0	0	6,349,926
Total Assets	454,590	1,052,862	1,660,074	3,167,526	24,366,915	8,010,000
Liabilities						
Accrued Expenses	3,841	0	0	3,841	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	8,831	0	0	8,831	0	8,010,000
Fund Equity & Other Credits						
Beginning Fund Balance	206,088	1,033,544	939,785	2,179,418	0	0
Investment In General Fixed Assets	0	0	0	0	24,366,915	0
Net Change in Fund Balance	239,671	19,318	720,289	979,277	0	0
Total Fund Equity & Other Credits	445,759	1,052,862	1,660,074	3,158,695	24,366,915	0
Total Liabilities & Fund Equity	454,590	1,052,862	1,660,074	3,167,526	24,366,915	8,010,000

Statement of Revenues and Expenditures
As of 01/31/2024
(In Whole Numbers)

	Year Ending 09/30/2024	Through 01/31/2024	Year To Date 01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	695	(695)
Special Assessments				
Off Roll	23,246	23,246	23,246	1
Tax Roll	365,736	365,736	367,529	(1,794)
Total Revenues	388,982	388,982	391,470	(2,488)
Expenditures				
Legislative				
Supervisor Fees	7,000	2,333	1,600	734
Total Legislative	7,000	2,333	1,600	734
Financial & Administrative				
Accounting Services	22,880	7,627	7,627	0
Administrative Services	5,897	1,966	1,965	0
Arbitrage Rebate Calculation	1,000	0	0	0
Assessment Roll	5,460	5,460	5,460	0
Auditing Services	4,200	0	0	0
Disclosure Report	5,000	5,000	5,000	0
District Engineer	30,000	10,000	5,605	4,395
District Management	27,040	9,013	9,013	0
Dues, Licenses & Fees	175	175	175	0
Financial & Revenue Collections	5,460	1,820	1,820	0
Legal Advertising	3,000	1,000	594	406
Miscellaneous Fees	300	100	0	100
Miscellaneous Mailings	374	125	0	125
Public Officials Liability Insurance	3,006	3,006	2,870	136
Tax Collector/Property Appraiser Fees	14,000	14,000	13,985	15
Trustees Fees	4,000	2,000	333	1,667
Website Hosting, Maintenance, Backup & E	3,950	1,569	1,569	0
Total Financial & Administrative	135,742	62,860	56,017	6,843
Legal Counsel				
District Counsel	30,000	10,000	6,459	3,541
Total Legal Counsel	30,000	10,000	6,459	3,541
Electric Utility Services				
Utility Services	985	328	192	136
Total Electric Utility Services	985	328	192	136

Stormwater Control

Statement of Revenues and Expenditures  $As\ of\ 01/31/2024$ 

	(III Whole I tullibe	13)		
	Year Ending	Through	Year To D	ate
	09/30/2024	01/31/2024	01/31/202	24
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Aquatic Maintenance	58,004	19,335	13,605	5,730
Lake/Pond Bank Maintenance & Repair	10,000	3,333	0	3,333
Total Stormwater Control	68,004	22,668	13,605	9,063
Other Physical Environment				
Entry & Walls Maintenance & Repair	800	267	0	267
General Liability Insurance	3,675	3,675	3,508	167
Irrigation Repair	8,225	2,742	0	2,742
Landscape & Irrigation Maintenance Contr	155,000	51,666	58,385	(6,719)
Landscape Inspection Services	9,600	3,200	2,800	400
Landscape Replacement Plants, Shrubs, Tr	20,000	6,667	0	6,667
Property Insurance	198	198	201	(3)
Total Other Physical Environment	197,498	68,415	64,894	3,521
Contingency				
Miscellaneous Contingency	25,147	8,382	9,032	(650)
Total Contingency	25,147	8,382	9,032	(650)
Total Expenditures	464,376	174,987	151,799	23,188
Total Excess of Revenues Over(Under) Expenditures	(75,394)	213,995	239,671	(25,675)
Total Other Financing Sources(Uses)				
Carry Forward Fund Balance				
Carry Forward Fund Balance	75,394	75,394	0	75,394
Total Other Financing Sources(Uses)	75,394		0	
Total Other Financing Sources(Oses)	/5,394	75,394		75,394
Fund Balance, Beginning of Period	0	0	206,088	(206,088)
Total Fund Balance, End of Period	0	289,389	445,759	(156,370)

Statement of Revenues and Expenditures
As of 01/31/2024

	Year Ending 09/30/2024	Through 01/31/2024		o Date /2024
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	19,318	(19,318)
Total Revenues	0	0	19,318	(19,318)
Total Excess of Revenues Over(Under) Expenditures		0	19,318	(19,318)
Fund Balance, Beginning of Period	0	0	1,033,544	(1,033,544)
Total Fund Balance, End of Period	0	0	1,052,862	(1,052,862)

#### 330 Debt Service Fund S2015A-1

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

Statement of Revenues and Expenditures  $As\ of\ 01/31/2024$ 

	Year Ending	Through	Year To Date	
<u> </u>	09/30/2024	01/31/2024	01/31/202	24
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	3,225	(3,225)
Special Assessments				
Tax Roll	218,552	218,552	219,623	(1,070)
Total Revenues	218,552	218,552	222,848	(4,295)
Expenditures				
Debt Service				
Interest	88,552	88,552	44,068	44,484
Principal	130,000	130,000	0	130,000
Total Debt Service	218,552	218,552	44,068	174,484
Total Expenditures	218,552	218,552	44,068	174,484
T. 15 00 00 00 10 0		0	450 500	(150 500)
Total Excess of Revenues Over(Under) Expenditures	0	0	178,780	(178,780)
Fund Balance, Beginning of Period	0	0	205,539	(205,539)
_			<u> </u>	<u> </u>
Total Fund Balance, End of Period	0	0	384,319	(384,319)

#### 330 Debt Service Fund S2015A-2

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

Statement of Revenues and Expenditures  $As\ of\ 01/31/2024$ 

	Year Ending 09/30/2024	Through 01/31/2024	Year To D 01/31/202	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	11,388	(11,388)
Special Assessments				
Off Roll	39,737	39,737	39,797	(60)
Tax Roll	655,127	655,127	663,399	(8,272)
Total Revenues	694,864	694,864	714,584	(19,720)
Expenditures				
Debt Service				
Interest	334,864	334,864	173,075	161,789
Principal	360,000	360,000	0	360,000
Total Debt Service	694,864	694,864	173,075	521,789
Total Expenditures	694,864	694,864	173,075	521,789
Total Excess of Revenues Over(Under) Expenditures	0	0	541,509	(541,509)
Fund Balance, Beginning of Period	0	0	734,246	(734,246)
Total Fund Balance, End of Period	0	0	1,275,755	(1,275,755)
<u> </u>				( ) , )

#### Bridgewater CDD Investment Summary January 31, 2024

			lance as of
Account	Investment	<u>Janu</u>	<u>1ary 31, 2024</u>
The Bank of Tampa	Money Market	\$	3,191
The Bank of Tampa ICS - Operating: Pinnacle Bank	Money Market		89,932
	<b>Total General Fund Investments</b>	\$	93,123
FLCLASS	Average Monthly Yield 5.4700%	\$	1,052,862
	<b>Total Reserve Fund Investments</b>	\$	1,052,862
Hancock Bank Series 2015A-1 Interest	Federated Prime Obligation #5	\$	7
Hancock Bank Series 2015A-1 Reserve	Federated Prime Obligation #5		111,116
Hancock Bank Series 2015A-1 Principal	Federated Prime Obligation #5		51
Hancock Bank Series 2015A-1 Revenue	Federated Prime Obligation #5		250,004
Hancock Bank Series 2015A-1 Redemption	Federated Prime Obligation #5		8
Hancock Bank Series 2015A-2 Reserve	Federated Prime Obligation #5		354,646
Hancock Bank Series 2015A-2 Revenue	Federated Prime Obligation #5		850,214
Hancock Bank Series 2015A-2 Redemption	Federated Prime Obligation #5		856
Hancock Bank Series 2015A-2 Interest	Federated Prime Obligation #5		26
Hancock Bank Series 2015A-2 Sinking	Federated Prime Obligation #5		138
	<b>Total Debt Service Fund Investments</b>	\$	1,567,066

#### Bridgewater Community Development District Summary A/R Ledger From 12/01/2023 to 12/31/2023

	Fund_ID	Fund Name	Customer	Invoice Number	AR Account	Date	Balance Due
330, 2412							
	330-001	330 General Fund	Polk County Tax Collector	AR00001387	12110	10/01/2023	30,439.34
Sum for 330, 24	12						30,439.34
330, 2414	330-200	330 Debt Service Fund S2015A-1	Polk County Tax Collector	AR00001387	12110	10/01/2023	18,189.55
Sum for 330, 24	14						18,189.55
330, 2415	330-201	330 Debt Service Fund S2015A-2	Polk County Tax Collector	AR00001387	12110	10/01/2023	54,943.77
Sum for 330, 24 Sum for 3 Sum Tot	30						54,943.77 103,572.66 <b>103,572.66</b>

#### Bridgewater Community Development District Notes to Unaudited Financial Statements January 31, 2024

#### **Balance Sheet**

- 1. Trust statement activity has been recorded through 01/31/24.
- 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.

#### Summary A/R Ledger - Payment Terms

4. Payment terms for landowner assessments are (a) defined in the FY23-24 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.

#### Summary A/R Ledger - Subsequent Collections

- 1. General Fund Payment for Invoice AR00001387 in the amount of \$11,068.76 was received in February 2024.
- 2. Debt Service Fund S15 A-1 Payment for Invoice AR00001387 in the amount of \$6,614.33 was received in February 2024.
- 3. Debt Service Fund S15 A-2 Payment for Invoice AR00001387 in the amount of \$19,979.40 was received in February 2024.

## Tab 3





# Bridgewater CDD Lakeland Waterway Inspection Report

Reason for Inspection: Normal growth observed

**Inspection Date:** 2024-01-22

#### Prepared for:

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

#### Prepared by:

Mitchell Hartwig, Operations Manager

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

Positive treatment on surround vegetation. Some native vegetation growth within littoral areas of site.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Species non-specific





### Site: B

### **Comments:**

Normal growth observed

Open water looks good, minor shoreline weeds present in site. Surround Water Hyacinth seen along parts of the perimeter.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Floating Weeds





### Site: C

### **Comments:**

Normal growth observed

Positive treatment on shoreline weeds observed. Open water looks good. Good native growth along this part of the site.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Species non-specific





### Site: L. Hazel

### **Comments:**

Treatment in progress

Some grass growth out in the site. Open water looks good. Was treated during last visit on the 23rd.

### **Action Required:**

Routine maintenance next visit



Shoreline weeds





### Site: L. Peggy

### **Comments:**

Treatment in progress

Some shoreline weeds present in some areas of the along the perimeter. Open water looks good.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Shoreline weeds





### Site: L. Serena

### **Comments:**

Treatment in progress

Positive treatment on shoreline growth. All Cattails have been treated and are decomposing into the site.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Species non-specific





### Site: L. Jane

### **Comments:**

Treatment in progress

Shoreline weed growth along the eastern side of site observed. Technician was out there to treat this on the 23rd.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Torpedograss





### Site: L. Ruth

### **Comments:**

Normal growth observed

Shoreline weeds kept to a minimal. Water Hyacinth observed along parts of the perimeter of the site.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Floating Weeds





### Site: J

### **Comments:**

Normal growth observed

Waterway looks good.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Shoreline weeds





### Site: I

### **Comments:**

Normal growth observed

Minor shoreline weeds present in the site.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Surface algae



### Site: H

### **Comments:**

Normal growth observed

Some algae present in the site. Minor shoreline weeds present.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Shoreline weeds



### Site: G

### **Comments:**

Normal growth observed

Terrestrial growth along the interior parts of the felt fence. Open water looks good.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Shoreline weeds





### Site: F

### **Comments:**

Normal growth observed

Some algae present in the site.

### **Action Required:**

Routine maintenance next visit



Species non-specific



### Site: E

### **Comments:**

Site looks good

Open water looks good, minor shoreline weeds present. Some good native growth occuring.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Shoreline weeds





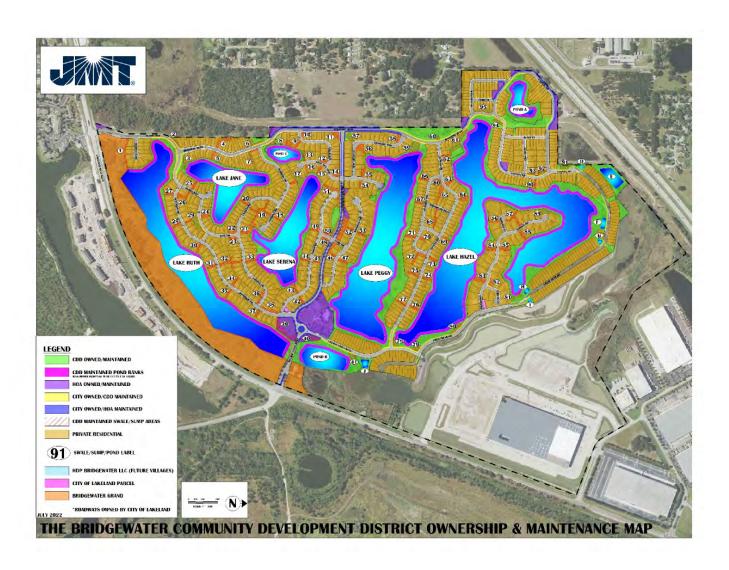
### ı aı get.

### **Management Summary**

Bridgewater CDD Waterway Inspection Report was completed on January 22nd, 2023 for all sites.

- Site A: Positive treatment on surround vegetation. Some native vegetation growth within littoral areas of site.
- Site B: Open water looks good, minor shoreline weeds present in site. Surround Water Hyacinth seen along parts of the perimeter.
- Site C: Positive treatment on shoreline weeds observed. Open water looks good. Good native growth along this part of the site.
- Site Hazel: Some grass growth out in the site. Open water looks good. Was treated during last visit on the 23rd.
- Site Peggy: Some shoreline weeds present in some areas of the along the perimeter. Open water looks good.
- Site Serena: Positive treatment on shoreline growth. All Cattails have been treated and are decomposing into the site.
- Site Jane: Shoreline weed growth along the eastern side of site observed. Technician was out there to treat this on the 23rd.
- Site Ruth: Shoreline weeds kept to a minimal. Water Hyacinth observed along parts of the perimeter of the site.
- Site J: Waterway looks good.
- Site I: Minor shoreline weeds present in the site.
- Site H: Some algae present in the site. Minor shoreline weeds present.
- Site G: Terrestrial growth along the interior parts of the felt fence. Open water looks good.
- Site F: Some algae present in the site.
- Site E: Open water looks good, minor shoreline weeds present. Some good native growth occuring.

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



# Tab 3A





# Bridgewater CDD Lakeland Waterway Inspection Report

Reason for Inspection: Normal growth observed

**Inspection Date:** 2024-02-19

### Prepared for:

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

### Prepared by:

Mitchell Hartwig, Operations Manager

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

Shoreline vegetation decomposing in several areas. Open water clear of algae and some floating weeds in the thick of surrounding vegetation.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Species non-specific



February 2024



February 2024

### Site: B

### **Comments:**

Normal growth observed

Water Hyacinth observed around parts of the site, was treated during this weeks visit.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Floating Weeds



February 2024



February 2024

### Site: C

### **Comments:**

Normal growth observed

Open water looks good, some shoreline weeds around parts of the site.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Species non-specific



February 2024



February 2024

### Site: L. Hazel

### **Comments:**

Treatment in progress

Some shoreline weeds around the site and some pockets of Water Hyacinth seen. Open water looks good.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Shoreline weeds



February 2024



February 2024

### Site: L. Peggy

### **Comments:**

Treatment in progress

Shoreline weeds kept to a minimal. Open water looks good. Floating weeds observed in the site. Treated during this weeks visit.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Floating Weeds



February 2024



February 2024

### Site: L. Serena

### **Comments:**

Normal growth observed Some shoreline weeds present in spots around the lake. Open water looks good. Hydrilla has been reduced.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Species non-specific



February 2024



February 2024

### Site: L. Jane

### **Comments:**

Normal growth observed

Open water looks good, minor shoreline weeds seen in the site. Hydrilla has been reduced.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Torpedograss



February 2024



February 2024

### Site: L. Ruth

### **Comments:**

Normal growth observed

Water Hyacinth dying off from a positive treatment perform on previous visit. Continued treatment during this week visit.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Floating Weeds



February 2024



February 2024

### Site: J

### **Comments:**

Normal growth observed

Waterway looks good.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Shoreline weeds



February 2024

### Site: I

### **Comments:**

Normal growth observed Site looks good.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Surface algae



February 2024

### Site: H

### **Comments:**

Normal growth observed

Site looks good, some algae present.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Shoreline weeds



February 2024

### Site: G

### **Comments:**

Normal growth observed

Felt fence has been removed and mowed. Site looks good.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Shoreline weeds



February 2024

### Site: F

### **Comments:**

Normal growth observed

Some shoreline weeds in the site.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Species non-specific



February 2024

### Site: E

### **Comments:**

Site looks good

Water levels very low. Site looks good, some native growth and small amount of cattail regrowth.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Shoreline weeds



### **Management Summary**

Bridgewater CDD Waterway Inspection Report was completed on February 19th, 2023 for all sites.

Site A: Shoreline vegetation decomposing in several areas. Open water clear of algae and some floating weeds in the thick of surrounding vegetation.

Site B: Water Hyacinth observed around parts of the site, was treated during this weeks visit.

Site C: Open water looks good, some shoreline weeds around parts of the site.

Site Hazel: Some shoreline weeds around the site and some pockets of Water Hyacinth seen. Open water looks good.

Site Peggy: Shoreline weeds kept to a minimal. Open water looks good. Floating weeds observed in the site. Treated during this weeks visit.

Site Serena: Some shoreline weeds present in spots around the lake. Open water looks good. Hydrilla has been reduced.

Site Jane: Open water looks good, minor shoreline weeds seen in the site. Hydrilla has been reduced.

Site Ruth: Water Hyacinth dying off from a positive treatment perform on previous visit. Continued treatment during this week visit.

Site J: Waterway looks good.

Site I: Site looks good.

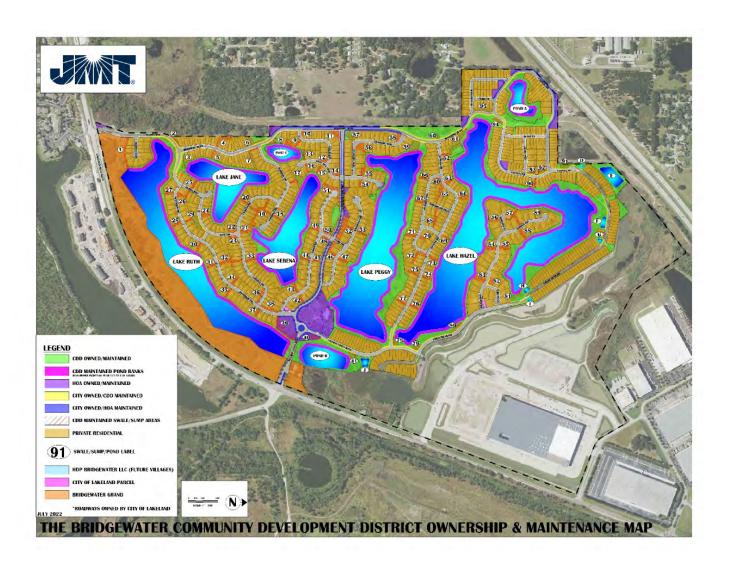
Site H: Site looks good, some algae present.

Site G: Felt fence has been removed and mowed. Site looks good.

Site F: Some shoreline weeds in the site.

Site E: Water levels very low. Site looks good, some native growth and small amount of cattail regrowth.

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



# Tab 4





### **BrightView Tree Care Services**

Branch Office #49360 701 Codisco Way Sanford , Florida 32771 Michael Provencher michael.provencher@brightview.com tel:407-496-8074

### Tree Care Service Address/Location

Bridgewater CDD ID#: 345303010 2525 Village Lakes Drive Lakeland, Florida 33805

### Proposed Tree Care Services

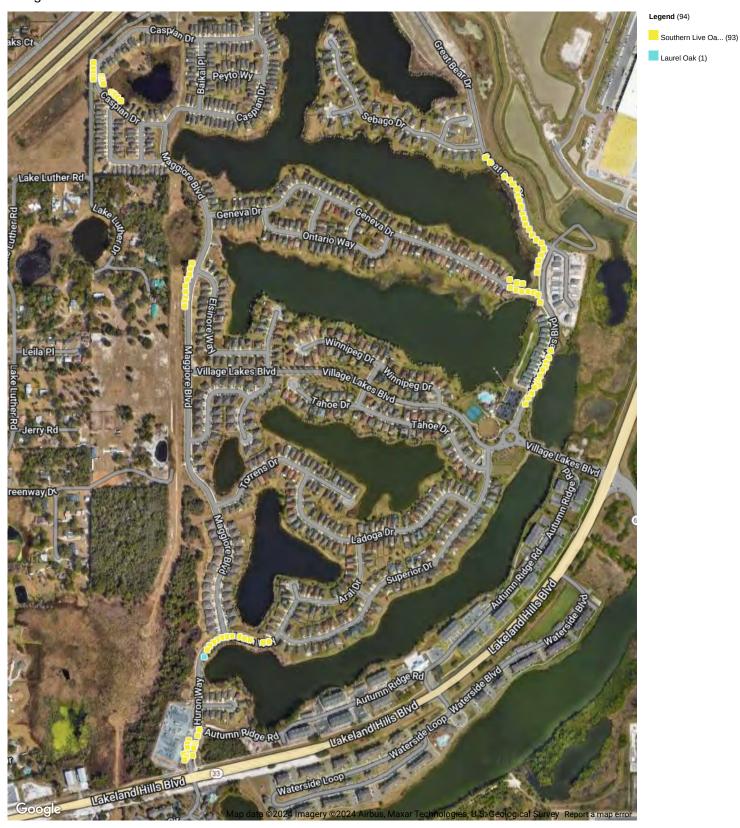
	Species	Qty	Objective	Price
•	Laurel Oak Quercus laurifolia	1	Structure Prune	-
	Southern Live Oak Quercus virginiana	10	Crown Raise	-
	Southern Live Oak Quercus virginiana	83	Structure Prune	-
	Total			\$16,800

### **Additional Information**

PHASE 1 - Trees directly impacting sidewalks and roadways - Prune community trees to structurally prune canopies to define central leader by reducing competing stems, remove rubbing/crossing branches, thin end weight, remove dead branches ~1" and greater in diameter, and thin interior/trunk suckers. For select woodline trees elevate canopy for large vehicle clearance that impact community roads.



### Bridgewater CDD





### Bridgewater CDD

Bridgewater CDD - Phase 1 Structural Prune



December 18, 2023

Quercus laurifolia Laurel Oak ID# 254



Established Tree Structure Prune

### BrightView Tree Care Services Terms & Conditions

- Bid Specifications: The Contractor shall recognize and perform in accordance with only
  written terms, specifications, and drawings contained or referred to herein. All materials
  shall conform to bid specifications. Work is beingdone in accordance with ANSI A300
  standards
- Bid Expiration: This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time.
- Work Force: Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
- 4. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions near 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 or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. BrightView Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. BrightView Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.
- 5. Scheduling of Work: If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.
- 6. Work Hours: Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2.30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
- License and Permits: Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other licenseand permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, 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 Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
- 10. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.
- 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.
- 12. Non-Union Contractor: Client/Owner acknowledges that Contractor is not a signatory to any union agreements. If any services hereunder would be covered by any labor union that Client/Owner is bound to or that may have a claim to such work, then this written proposal shall be immediately terminated and become void, with no further liability to Contractor.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 14. Additional Services: Any additional work, changes in the scope of work, or additional contract terms introduced by Client/Owner that are not specified in the signed written proposal shall constitute a counter offer and will require a new written proposal or an executed written order to address such changes. Any additional costs related thereto shall be charged by Contractor as an extra charge over and above the estimate.
- 15. Access to Job Site: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.

- Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
- 15. Cancellation: Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.
- 16. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the propertywhich is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
- 17. **Disclaimer:** This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by BrightView Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

### Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by BrightView Tree Care Services within fifteen (15) days after billing, BrightView Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 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.

February 9, 2024

### Customer

Signature

Date
e Services
February 9, 2024
Date
February 9, 2024
Date

## Tab 4A





### **BrightView Tree Care Services**

Branch Office #49360 701 Codisco Way Sanford , Florida 32771 Michael Provencher michael.provencher@brightview.com tel:407-496-8074

### Tree Care Service Address/Location

Bridgewater CDD ID#: 345303010 2525 Village Lakes Drive Lakeland, Florida 33805

### Proposed Tree Care Services

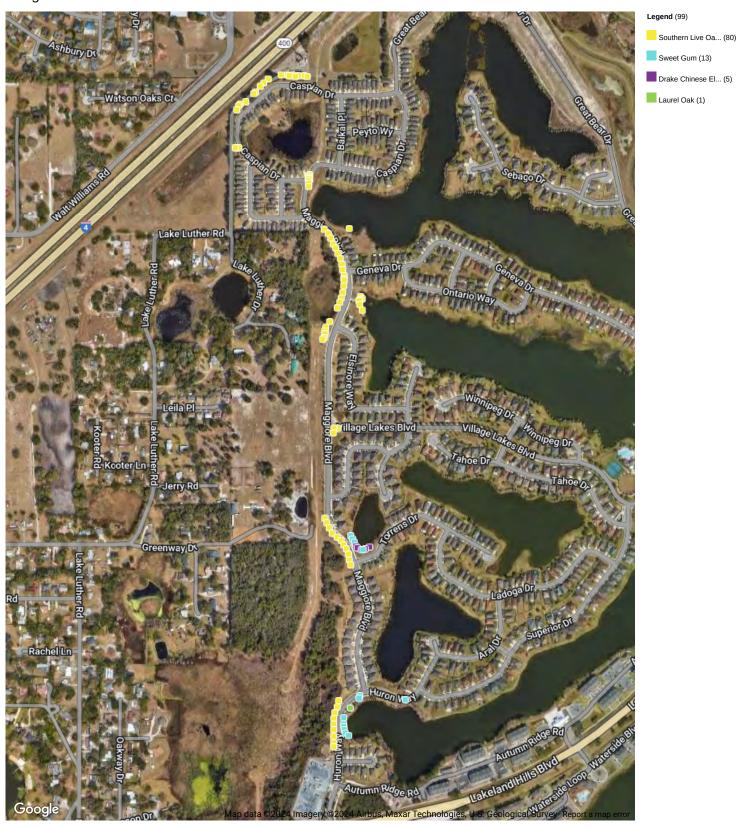
Species	Qty	Objective	Price
Drake Chinese Elm Ulmus parvifolia cv. Drake	5	Structure Prune	-
Laurel Oak Quercus laurifolia	1	Structure Prune	-
Southern Live Oak Quercus virginiana	4	Crown Raise	-
Southern Live Oak Quercus virginiana	76	Structure Prune	-
Sweet Gum	13	Structure Prune	-
Total			\$17,700

### **Additional Information**

PHASE 2 - Community trees set back away from sidewalks and roadways - Prune community trees to structurally prune canopies to define central leader by reducing competing stems, remove rubbing/crossing branches, thin end weight, remove dead branches ~1" and greater in diameter, and thin interior/trunk suckers.



### Bridgewater CDD





### Bridgewater CDD

Bridgewater CDD - Phase 2 - Structural Prune



December 18, 2023

Quercus virginiana Southern Live Oak ID# 129



December 18, 2023

Quercus virginiana Southern Live Oak ID# 222



Established Tree Crown Raise



Established Tree Structure Prune

### BrightView Tree Care Services Terms & Conditions

- Bid Specifications: The Contractor shall recognize and perform in accordance with only
  written terms, specifications, and drawings contained or referred to herein. All materials
  shall conform to bid specifications. Work is beingdone in accordance with ANSI A300
  standards
- Bid Expiration: This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time.
- Work Force: Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
- 4. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions near 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 or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. BrightView Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. BrightView Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.
- 5. Scheduling of Work: If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.
- 6. Work Hours: Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2.30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
- License and Permits: Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other licenseand permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, 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 Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
- 10. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.
- 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.
- 12. Non-Union Contractor: Client/Owner acknowledges that Contractor is not a signatory to any union agreements. If any services hereunder would be covered by any labor union that Client/Owner is bound to or that may have a claim to such work, then this written proposal shall be immediately terminated and become void, with no further liability to Contractor.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 14. Additional Services: Any additional work, changes in the scope of work, or additional contract terms introduced by Client/Owner that are not specified in the signed written proposal shall constitute a counter offer and will require a new written proposal or an executed written order to address such changes. Any additional costs related thereto shall be charged by Contractor as an extra charge over and above the estimate.
- 15. Access to Job Site: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.

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- 16. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the propertywhich is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
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### Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by BrightView Tree Care Services within fifteen (15) days after billing, BrightView Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 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.

February 9, 2024

### Customer

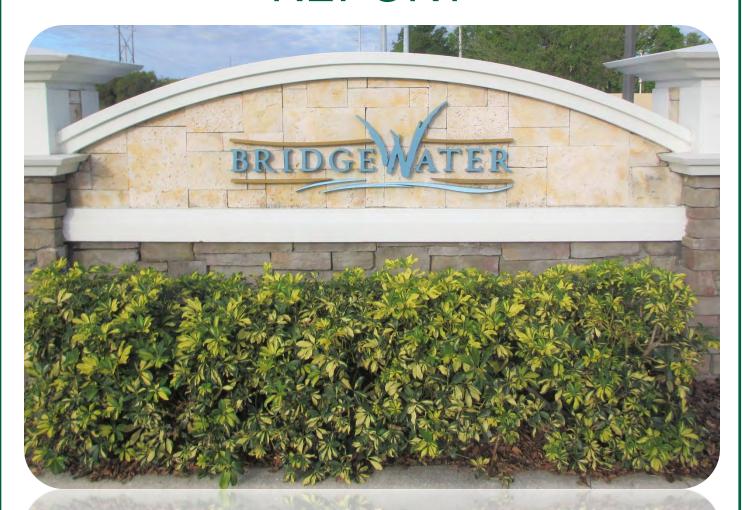
Signature

Date
e Services
February 9, 2024
Date
February 9, 2024
Date

# Tab 5

# BRIDGEWATER CDD

# LANDSCAPE INSPECTION REPORT



January 31, 2024
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, regularly.
- Upcoming Fertilization events for all beds, turf and palms.

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 91, there are 2 dead/dying Live Oaks on both sides of the mail kiosk.
   Diagnose & treat if possible. If dead, report to DM & remove.
- 2. In & around Sump 91, there are new patches of turf weeds developing. Treat.
- 3. Please, clear all mosses from the plants behind Sump 91.
- 4. In Sump 94 and at the end of Manitoba at Caspian, pin down or remove irrigation lines. If these do not work, disconnect.
- 5. In the same area & along Great Bear, remove all suckers from the Live Oaks. (Pic 5)



- 6. 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, line trimming the pond, 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)



Across the street from Pond D, a truck or large vehicle drove through wet turf and made ruts. Repair if possible.



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

9. In the beds to the north of Pond F, there are at least Six (6) dead Viburnum units. Please, replace. (Pic 9)



- 10. In multiple areas along Great Bear, develop tree rings/beds by setting strong bed lines & removing weeds.
- 11. Property-wide, treat all joint expansion crack weeds.
- 12. Property-wide, treat all active ant mounds. Rake out all inactive mounds.
- 13. In Sumps 81-78, remove all inoperable tree irrigation and/or repair, if operable.
- 14. The area at the Great Bear cul-de-sac, needs to be pruned, tree rings formed, weeds removed & moss removed. (Pic 14)



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 needs to be line trimmed, as it is starting to get long. It has standing water and is difficult to maintain due to the soft floor.

(Pic 16)



- 17. Multiple sumps from Sump 76-42 need to have the floors mowed or line trimmed on the next rotation. They were wet during the inspection.
- 18. There are trees with substantial amounts of mosses in Sump 40. Remove.



### Geneva, Sumps 72 – 50 & VLB

19. In Sump 40, remove dead Ornamental Grasses. This has been an issue for months. (Pic 19)



20. In Sump 20, someone has cut the tops off the three (3) Cedar trees in the sump. This is not a recommended practice. Investigate & report findings to the DM. (Pic 20)



- 21.In Sump 6, remove the mosses from the trees.
- 22. At the corner of Maggiore & Huron in the west ROW, remove the mosses from the trees to the proscribed heights.
- 23. In Sump 1, line trim the areas around all water flow structures.



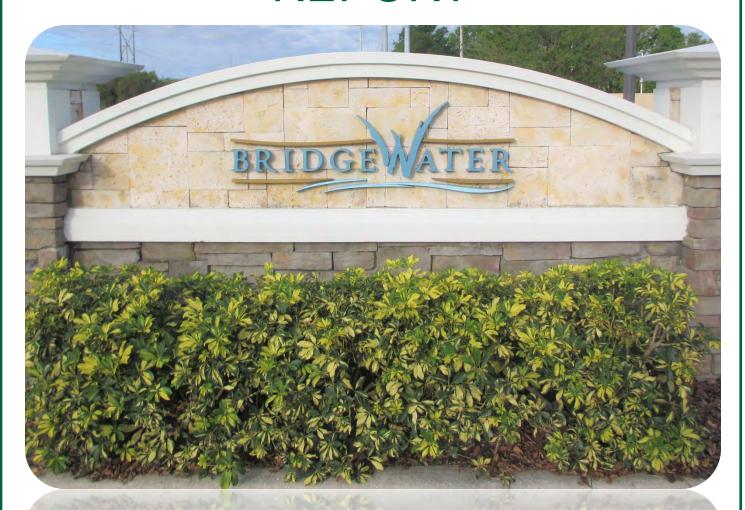
# Proposals



# Tab 5A

# BRIDGEWATER CDD

# LANDSCAPE INSPECTION REPORT



February 26, 2024
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, regularly.
- Upcoming Fertilization events for all beds, turf and palms

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.

- 1. In Sump 94 and at the end of Manitoba at Caspian, pin down or remove irrigation lines. If these do not work, disconnect.
- At Sump 91, there are 2 dead/dying Live
   Oaks on both sides of the mail kiosk.
   Diagnose & treat if possible. If dead, report
   to DM & remove.
- 3. Please, clear all mosses from the plants behind Sump 91.
- Behind Sump 91, there are two drip line leaks/breaks. The leak appears to have been active for quite some time. Investigate and repair. (Pic 4)
  - 4

- 5. On Great Bear in the North/East ROW, behind the Pond D, detail the beds including weeding removing dead plant material after herbicide events, line trimming the pond, setting strong bed lines, removing mosses & pruning out dead material from stressed plants.
- 6. 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 6)



 In the same area, a Live Oak tree appears to have hit multiple times by a mower deck, recently. Replace tree at Vendor's cost. (Pic 7 >)



# Great Bear & Sumps 89 – 2

8. In the beds to the north of Pond F, there are at least Six (6) dead Viburnum units. Please, replace. (Pic 8)



- 9. Property-wide, treat all joint expansion crack weeds.
- 10. Property-wide, treat all active ant mounds. Rake out all inactive mounds.
- 11. In Sumps 81-78, remove all inoperable tree irrigation and/or repair, if operable.
- 12. 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?



13. Sump 68 needs to be line trimmed, as it is starting to get long. It has standing water and is difficult to maintain due to the soft floor.

(Pic 13)



14. In Sump 54, investigate small tree/bush to see if it is still alive. If so, treat and weed. If not, flush cut and remove. (Pic 14)



- 15. In Sump 20, someone has cut the tops off the three (3) Cedar trees in the sump. This is not a recommended practice. Investigate & report findings to the DM.
- 16. In Sump 6, remove the mosses from the trees.
- 17. At the corner of Maggiore & Huron in the west ROW, remove the mosses from the trees to the proscribed heights.



# Sump 1

18. In Sump 1, line trim the areas around all water flow structures.



# Proposals



# AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT AND GOVERNMENTAL MANAGEMENT SERVICES - TAMPA, LLC

Date of Agreement: April \_\_\_\_, 2024

Between: Governmental Management Services - Tampa, LLC

4530 Eagle Falls Place Tampa, FL 33619

(Hereinafter referred to as "Manager");

And: Bridgewater Community Development District

4530 Eagle Falls Place Tampa, FL 33619

(Hereinafter referred to as "District").

# I. GENERAL MANAGEMENT, ADMINISTRATIVE, AND ACCOUNTING SERVICES

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

# 1. Meetings, Hearings, Workshops, Etc.

- a. The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and election notices pursuant to Florida law.
- b. The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

# 2. Records

a. The Manager will maintain "Record of Proceedings" for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions, and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida's public records laws.

# 3. District Operations

- a. The Manager will act as the primary point of contact for District-related matters.
- b. The Manager will consult with and advise the District on matters related to the operation and maintenance of the District's public infrastructure.
- c. The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment renewal and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.
- d. On or before October 1<sup>st</sup> of every year, the Manager will prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- e. The Manager will recommend and advise the Board, in consultation with the District Engineer, of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
- f. The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
  - i. File name and location of the Registered Agent and Office location annually with Department of Community Affairs and the County.
  - ii. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
  - iii. Provide the regular meeting schedule of the Board to County.
  - iv. File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
  - v. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
  - vi. Transmit Public Facilities Report and related updates to appropriate agencies.
  - vii. Prepare and file annual public depositor report.

# 4. Accounting and Reporting

- a. The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.
- b. The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- c. The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- d. The Manager will oversee District's capital and general fund accounts.
- e. The Manager will recommend and implement investment policies and procedures pursuant to State law and provide Cash Management services to obtain maximum earnings for District operations through investment of surplus funds to the State Board of Administration.

# 5. Audits

a. The Manager will provide audit support to auditors for the required Annual Audit and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

# 6. Budgeting

- a. The Manager will prepare and provide a proposed budget for Board approval and submission to County in compliance with state law. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings, and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.
- b. The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

# 7. Capital Program Administration

- a. The Manager will maintain proper capital fund and project fund accounting procedures and records.
- b. The Manager will coordinate with District staff to provide appropriate bid and or proposal/qualification processes for Capital Project Construction.

- c. The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters; annual/quarterly disclosure reporting, etc.
- d. The Manager will provide dissemination agent services related to required reporting, as referenced in **Exhibit A**.

# 8. Maintenance Contract Administration

- a. The parties further understand and recognize that the scope and number of contracts to be administered under the District management fees may be limited and/ or multiple fees may be required to the extent extraordinary staff time is required. Any Maintenance Contract Administration shall be by separate agreement between the parties.
- b. Coordinate activities with onsite District staff for planning, developing, controlling and evaluating field maintenance contracts and programs.
- c. Develop and oversee the annual maintenance program as identified in the adopted budget of the District, develop policies, purchase requests and help coordinate competitive bidding, when necessary.
- d. Review and sign purchase orders and service contracts to facilitate District operations. Approve invoices for payment and coordinate with onsite staff for same.
- e. Develop and implement a capital improvement plan based on the approved District Reserve Study and Board of Supervisors approval of the plan.
- f. Answer questions and requests from District residents, as applicable.
- g. Coordinate with City and County officials regarding District issues.
- h. Coordinate with insurance carriers, District and non-District, for damages to District property.
- i. Prepare, as required, portions of the District operations budget and monitor budget lineitem activity.
- j. Correspond as required with the District Board of Supervisors and with the public as District representative. Provide the Board of Supervisors status reports in advance of each Board meeting or as required.
- k. Administrate daily activities and conduct monthly on-site inspections.
- Help develop and enforce District policies and procedures including preventing, resident and non-resident, intrusion and/or damage to District property; ensure restoration is completed if necessary.

# II. FINANCIAL SERVICES

1. Assessments & Revenue Collection

- a. The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- b. The Manager will provide payoff information and pre-payment amounts as requested by property owners and collect prepayment of assessments as necessary.
- c. The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.
- d. The Manager will issue estoppel letters as needed for property transfers.
- e. The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

# 2. Dissemination Agent Services

- a. Collect financial and other factual and relevant information noted in the duties specifically set in the CDA ("Continuing Disclosure Agreement"). and to distribute such information supplied by the District, including the audited financial statements for the District (collectively, the "Annual Report"), to the Municipal Securities Rulemaking Board ("MSRB") through Electronic Municipal Market Access system ("EMMA") and to any state repository established in Florida (the "State Repository"), as required by the CDA.
- b. Work with the District and Trustee and report any "Significant Events", disclosed to Manager by the District, all in accordance with CDA.
- c. Determine, each year prior to the date for providing the Annual Report, the name and address of each National Repository and each State Repository, if any, and to file a report with the District and the Trustee certifying that the Annual Report has been provided to the National Repositories and State Repository, stating the Annual Report was provided and listing all the repositories to which it was provided (when applicable).
- d. Comply with the terms of the CDA as Dissemination Agent for the duration of this Agreement.

# III. FIELD MANAGEMENT AND FACILITY MAINTENANCE SERVICES

 Contractor shall also provide professional interaction with and coordination with outside entities, which may include but not be limited to, coordination with District vendors, the homeowner's association, landscape maintenance, and other service contractors, along with the administration of contracts with one or more of the same.

- 2. Contractor shall monitor the performance of the District's vendors and service providers and ensure that contractual requirements are met. Contractor shall additionally note any maintenance needs for District facilities and procure proposals for repair or additional service when needed.
- 3. Contractor shall produce a monthly report for inclusion in each agenda detailing tasks accomplished, maintenance/landscaping needs, and any other pertinent status updates.
- 4. Administer and manage maintenance contracts for landscaping, stormwater, wastewater and reuse systems management as applicable.
- 5. Respond to resident and Board of Supervisors inquiries regarding Field Operations.
- 6. Coordinate and implement maintenance projects throughout the community with vendors.
- 7. Conduct site visits on a monthly basis to ensure satisfactory operation of the District.
- 8. Review and approve construction contracts, change orders, payment requests, etc. during any construction work.
- 9. Develop and administer landscaping RFPs as requested.
- 10. Any maintenance services not specifically set forth herein shall be performed as authorized by the Board upon negotiation of compensation acceptable to both parties and upon written approval from the District.

# IV. FEES AND TERM OF SERVICES

- 1. All services will be completed on a timely basis in accordance with the District needs and statutory requirements.
- 2. The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached **Exhibit A**. Payment shall be made in equal monthly installments at the beginning of each month, or as described on the fee schedules and may be amended annually as evidenced by the budget approved by the Board.
- 3. This Agreement shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

# V. DISTRICT RESPONSIBILITIES

1. The District shall provide for the timely services of its legal counsel, engineer and any

other consultants, contractors, or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

# VI. TERMINATION OF THIS CONTRACT

1. This Contract may be terminated as follows:

By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Manager which termination may be immediate; or

- a. By the Manager or District, for any reason, upon sixty (60) days written notice.
- 2. In the event this Contract is terminated in either manner above stated, the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

# VII. GENERAL TERMS AND CONDITIONS

- 1. All invoices are due and payable when received.
- 2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
- 3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- 4. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Manager, without the approval of the District.
- 5. The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.
- 6. To the extent allowable under applicable law (and only up to the monetary limitations of liability set forth in Section 768.28, *Florida Statutes*, and without waiving any sovereign immunity protections afforded thereby), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Manager, the District agrees to indemnify, defend, and hold harmless the Manager and its officers, supervisors, staff, and employees from and against

any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the grossly negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Manager may be entitled and shall continue after the Manager has ceased to be engaged under this Contract. In addition to any other conditions and/or limitations set forth herein, the District shall be obligated to indemnify Manager only up to the amounts and if such indemnification obligation is covered by the District's insurance.

The Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Contract or at law, or grossly negligent, reckless, and/or intentionally wrongful acts or omissions of the Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Manager has ceased to be engaged under this Contract.

- 7. Nothing in this Agreement shall be construed as a waiver of the District's sovereign immunity or any waiver of the limitations of liability as provided in Section 768.28, *Florida Statues*, or other applicable law. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 8. Any amendment or change to this Contract shall be in writing and executed by all parties.
- 9. The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The Manager shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Manager is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement.

The Manager shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Manager shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Manager performing work under this Agreement is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Manager and order the Manager to immediately terminate its subcontract with the subcontractor. The Manager shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Manager's failure. to comply with the E-Verify requirements referenced in this subsection.

- 10. The Manager shall maintain throughout the term of this Agreement the following insurance:
  - a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
  - b. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - c. 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:
  - d. Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - e. Professional Liability (Errors and Omissions) Insurance with limits of at least \$1,000,000 (one million dollars) per occurrence, \$2,000,000 (two million) aggregate.
  - f. 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.

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.

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.
- 11. Manager shall, pursuant to and in accordance with Section 119.0701, *Florida Statutes*, comply with the public records laws of the State of Florida. Failure of the Manager to comply with Section 119.0701, *Florida Statutes*, may subject the Manager to penalties pursuant to Section 119.10, *Florida Statutes*. In the event Manager fails to comply with this section or Section 119.0701, *Florida Statutes*, the District shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), *Florida Statutes*:

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, MANAGER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT: GOVERNMENTAL MANAGEMENT SERVICES - TAMPA, LLC, 4648 EAGLE FALLS PLACE, TAMPA, FL**33619: TELEPHONE:** ; EMAIL: .

# VIII. NOTICES

1. All notices required in this Agreement shall be sent by certified mail return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be to:

Bridgewater Community Development District c/o Kilinski | Van Wyk PLLC 517 East College Avenue Tallahassee, FL 32301 Attn: Lauren Gentry, District Counsel

2. If notice is sent to Manager, it shall be sent to:

Governmental Management Services – Tampa, LLC 4530 Eagle Falls Place Tampa, FL 33619 Attention: Darrin Mossing, President

Dmossing@GMSTNN.COM

With copy to

Governmental Management Services – Tampa, LLC 4530 Eagle Falls Place Tampa, FL 33619

Attention: Jason Greenwood, Managing Partner JGreenwood@GMS-TAMPA.COM

Governmental Management Services – Tampa, LLC 4530 Eagle Falls Place
Tampa, FL 33619
Attention: Keith Nelson, Chief Operating Officer
Knelson@GMSTNN.COM

And

Governmental Management Services – Tampa, LLC 2400 E. Commercial Blvd, Ste 820 Fort Lauderdale, FL 33308 Attn: Kurt Zimmerman, Registered Agent

[Signatures on Following Page]

This Contract shall represent the entire agreement between the Manager and the District. Both Manager and District understand and agree with the terms and conditions as set forth herein.

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
By:
Chairperson/Vice Chairperson
GOVERNMENTAL MANAGEMENT SERVICES – TAMPA, LLC
By:
Print Name:
Title:

Exhibit A: Fee Schedule

# Exhibit A: Fee Schedule EXHIBIT "A" – DISTRICT MANAGEMENT FEE SCHEDULE

Services Descriptions	FY '24 Budget	GMS Fee:	GMS Annual Savings
Management, Administrative, Financial and Revenue Collection, and Accounting Services  Annual Fee paid in equal monthly payments (plus, reimbursable expenses)  Our Agreement contemplates 12 meetings per year	\$61,227	\$45,000	\$16,277 26.6%
Annual Assessment Administration (Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collector)	\$5,460	\$0	\$5,460 100.0%
Field Management Services  Annual Fee paid in equal monthly payments (plus, reimbursable expenses)  Monthly On-Site Inspections and Vendor Coordination	so	\$12,500	\$-12,500
Dissemination Agent Services Annual Fee for 1st Bond Issuance (\$1,000 for each additional series of Bonds)	\$5,000	\$0	\$5,000
Information Technology Feez & Annual Webzite Maintenance Annual Fee paid in equal monthly payments (Does not include the cost of the creation of an ADA-compliant website, if applicable. No overage fees due to the number of pages stored by GMS.)	\$3,950	\$2,500	\$1,450 36.7%
The GMS Proposal  Compared To The Adopted  Fiscal Year '24 Budget  For The  Bridgewater Community Development District	\$75,687	\$60,000	\$15,687 20.0% Savings

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Item	Cost
Agenda Package Hardcopy (if Applicable)	\$2.50 per regular Agenda Mtg
Сору	\$0.15 / black and white page
Binders, Envelopes, Storage Boxes, and other Office Supplies	Actual Cost
USPS / FedEx / UPS	Actual Cost
Conference Calls	Actual Cost
Offsite Physical Records Storage and Archival	\$50.00 / Month
Additional Services Available:	Cost
Other Services **	10.00
New Bond Issuance Cost (per bond issue)	\$ 25,000
Refinance Bond Issuance Cost (per bond issue)	\$ 15,000
Debt Service Assessment Methodology Preparation	\$ 20,000
SERC Preparation & Assistance w/ Petition	\$ 5,000
Prepaid Estoppel Letter - One Lot	\$ 100
Prepaid Estoppel Letter - Multiple Lots     Prepaid Estoppel Letter - Multiple Lots	\$ 250 \$ 500
Prepaid Estoppel Letter - Partial Payoffs     Annual Construction Accounting Fee (while active)	\$ 2,500
Annual Fee for 1st Bond Issuance (\$1,000 for each additional	\$ 3.000
series of Bonds)	\$ 5,000
One-Time Conversion Fee:	1-10
<ul> <li>To recreate historical Accounting and Administrative Records Needed For The Transition.</li> </ul>	Included
Other Requested Administrative Services As Requested By Bondholders, Dissemination Agent, District Counsel, or Boards	
of Supervisors	2322
District Manager	\$ 175/Hour
District Accountant	\$ 125/Hour
District Administration	\$ 80/Hour
Facility Maintenance and Repair Services.	20.22
GMS has a comprehensive on-site and insured maintenance	\$47.50/Hour + Expenses
service for small to medium size projects which can be provided at the direction of the District Board Of Supervisors	T Expenses
and/or the District Manager. \$47.50/Hour + Expenses.	

Miscellaneous Fees are reviewed by GMS annually; itemization of all miscellaneous fees and units consumed are included in the monthly invoice and presented to the Board of Supervisors for their approval as part of the Agenda packages. GMS strives to work with the District to minimize reimbursable expenses by utilizing electronic agendas and similar approaches.

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# **RESOLUTION 2024-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT APPROVING AN AGREEMENT WITH GOVERNMENTAL MANAGEMENT SERVICES - TAMPA, LLC, THEREBY APPOINTING A MANAGER OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, Bridgewater Community Development District (hereinafter the "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 (hereinafter the "Board") must employ and fix compensation of a District Manager; and

**WHEREAS**, the Board desires to appoint and fix the compensation of the District Manager.

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

<u>Section 1</u>. The Agreement attached hereto as **Exhibit A** is approved, pursuant to which Governmental Management Services - Tampa, LLC, shall serve as District Manager of the District.

Section 2. This Resolution shall become effective as of April \_\_\_, 2024.

# PASSED AND ADOPTED THIS 22nd DAY OF MARCH 2024.

ATTEST:	BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson / Vice Chairperson
	Board of Supervisors

**Exhibit A:** District Management Agreement

# **EXHIBIT A**

District Management Agreement

# **RESOLUTION 2024-03**

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; RE-DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Bridgewater Community Development District (the "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 District desires to re-designate its primary administrative office as the location where the District's public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District's Record's Custodian in order to provide citizens with the ability to access the District's records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

**WHEREAS**, the District also desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

**WHEREAS**, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District's records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

- SECTION 1. The District's primary administrative office for purposes of Chapter 119, Florida Statutes, shall be located at 4530 Eagle Falls Pl., Tampa, FL 33619.
- SECTION 2. The District's principal headquarters for the purpose of establishing proper venue are in Hillsborough County, Florida.

SECTION 4. This Resolution shall take effect April \_\_\_, 2024.

# PASSED AND ADOPTED THIS 22ND DAY OF MARCH 2024.

ATTEST:	BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson / Vice Chairperson
	Board of Supervisors

# **RESOLUTION 2024-04**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Bridgewater Community Development District (the "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 District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

- **SECTION 1**. <u>Jason Greenwood</u> is hereby designated as the Registered Agent for the Bridgewater Community Development District.
- **SECTION 2**. The District's Registered Office shall be located at <u>4530 Eagle Falls Pl.</u>, Tampa, FL 33619.
- **SECTION 3.** In accordance with Section 189.014, *Florida Statutes*, the District's Secretary is hereby directed to file certified copies of this Resolution with Polk County and the Florida Department of Economic Opportunity.

**SECTION 4.** This Resolution shall become effective April \_\_\_\_, 2024.

# PASSED AND ADOPTED THIS 22ND DAY OF MARCH 2024.

ATTEST:	DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson / Vice Chairperson Board of Supervisors

# **RESOLUTION 2024-05**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

**WHEREAS**, in connection with the appointment of a new District Manager, the District's Board of Supervisors desires to appoint and remove Officers of the District.

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

**SECTION 1.** The following are appointed as Officers of the District effective 12:00 a.m. on April \_\_\_\_, 2024:

# **District Manager Officers:**

<u>Richard McGrath</u> <u>is appointed Treasurer;</u>

Hannah Henry, Jason Greenwood is appointed Assistant Treasurer;

Richard McGrath is appointed Secretary;

Amanda Ferguson, Darrin Mossing, Jason Greenwood is appointed Assistant Secretary;

# **Board Member Officers:**

Tonya Lockamy	is appointed Chairman;
Tom Temple	is appointed Vice Chairman;
Natalie Holley	is appointed Assistant Secretary;
Jeff Walters	is appointed Assistant Secretary; and
John Gierlach	is appointed Assistant Secretary.

- **SECTION 2.** As of 12:00 a.m. on April \_\_\_, 2024, any Officer who is a past or present employee of Rizzetta & Company, Inc., is removed without further action of the Board.
  - **SECTION 3.** This Resolution supersedes any prior appointments made by the Board.
- **SECTION 4.** This Resolution shall take effect at the date and time set forth herein and shall remain in effect unless rescinded or repealed.

Passed and Adopted this  $22^{\text{ND}}$  day of March 2024.

ATTEST:	BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson / Vice Chairperson
	Board of Supervisors

# RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT DIRECTING GOVERNMENTAL MANAGEMENT SERVICES - TAMPA, LLC, TO ESTABLISH A LOCAL BANK ACCOUNT AT REGIONS BANK FOR THE DISTRICT AND APPOINT THE SECRETARY, TREASURER, ASSISTANT SECRETARIES AND ASSISTANT TREASURERS AS SIGNORS ON THE ACCOUNT; AUTHORIZING CLOSURE OF OTHER CHECKING ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

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

**WHEREAS**, the District's Board of Supervisors desires to establish a local bank account for the District and appoint the Secretary, Treasurer, Assistant Secretaries and Assistant Treasurers as signors on the account.

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

**SECTION 1.** Governmental Management Services - Tampa, LLC, is directed to establish a local bank account at Regions Bank, 11314 Causeway Blvd., Brandon, FL 33511 for the District.

- **SECTION 2.** The Secretary, Treasurer, Assistant Secretaries and Assistant Treasurers shall be appointed as signors on the account.
- **SECTION 3.** The Secretary, Treasurer, Assistant Secretaries and Assistant Treasurers are authorized to close any existing checking accounts and transfer the funds to the new bank account identified herein or as otherwise directed by the Board.
- **SECTION 4.** This Resolution shall take effect on April \_\_\_, 2024, and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22<sup>nd</sup> day of March, 2024

ATTEST:	BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

# **RESOLUTION 2024-07**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR THE REMAINDER OF FISCAL YEAR 2024; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

**WHEREAS**, the Board desires to adopt a meeting schedule for the remainder of Fiscal Year 2023/2024, attached as **Exhibit A**.

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

**SECTION 1.** The Fiscal Year 2023/2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of March 2024.

ATTEST:	BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

**Exhibit A:** Fiscal Year 2023/2024 Annual Meeting Schedule

# Exhibit A: Form of Notice for Fiscal Year 2023/2024 Annual Meeting Schedule

# BOARD OF SUPERVISORS MEETING DATES BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024

The Board of Supervisors of the Bridgewater Community Development District will hold their regular meetings for Fiscal Year 2023/2024 at the Bridgewater Amenities Center, 2525 Village Lakes Boulevard, Lakeland, Florida 33805., on the day of every, at, unless otherwise indicated as follows:		
[Add Meeting Dates – to be discussed with Board]		
The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from or by calling		
There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.		
A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting 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 such appeal is to be based.		
District Manager		



March 4, 2024

**Bridgewater CDD** Christine Newsome Rizzetta & Co.

RE: **Proposal – Engineering Services** 

**Bridgewater CDD – Sump Improvement Project** 

# **Project Description**

The Bridgewater community has a stormwater facility design that features many pre-treatment sump areas between homes that do not percolate as intended in the initial design and tend to stay wet all year round. . The CDD had tasked BDi with prioritizing the worst condition sumps for potential improvements to remedy the percolation and/or conveyance issues. A report was issued to the CDD in October of 2023 detailing the prioritization list of sumps for remediation. The following scope of services details the civil engineering efforts for the effort to design and permit the sump improvements.

# **SCOPE OF SERVICES**

# **TASK 1 – Design Plans**

Under this phase of the project Brletic Dvorak, Inc. will complete the following tasks:

BDi will prepare design plans and technical specifications to remediate the first 6 groups of sump systems from the priority list issued in October 2023 (Group 1: sumps 63, 65 68; Group 2: sumps 25, 26, 27; Group 3: sumps 24, 28, 29, 30; Group 4: sumps 39, 40; Group 5: sump 74, 75; Group 6: sumps 76, 77). Plans to include cover sheet, general notes, site and grading plan, site details, and erosion control plan.

# TASK 2 - Permitting

Under this phase of the project Brletic Dvorak, Inc. will complete the following tasks:

BDi will schedule and attend one (1) pre-application meeting with the Southwest Florida Water Management District (SWFWMD). Upon review and approval of construction plans by the CDD in written format, the engineer will prepare and submit permit application packages to the applicable permit agencies and monitor permit reviews. The following permits are anticipated:

A. Two (2) Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit Modification



### **TASK 3 – Construction Administration Services**

The engineer will assist with the following construction administration services:

- Review site construction bids and provide recommendation of selection.
- Perform a pre-construction meeting with the selected contractor
- Review shop drawings submittals
- Respond to contractor RFIs (Request for Information) from the contractor
- Provide representation at appropriate intervals during construction to observe the project progress, to
  determine if it is proceeding in general accordance with the Contract Documents, and to provide
  certifications as required by the permitting agencies. (10 site visits anticipated)
- Review Contractor pay requests and change orders.
- Issue document revisions as necessary.
- Conduct one site visit for substantial completion and one site visit for final construction observation visit
  to determine if the project has been completed in general accordance with the Contract Documents so
  the engineer can execute certifications to the jurisdictional agencies.
- Prepare record drawings from information provided by the Contractor concerning changes made during the construction process. These drawings will be submitted to the Owner and to the applicable jurisdictional agencies as part of the final certification package.
- Prepare final certification packages as required by the jurisdictional agencies.

# **Exclusions**

- Construction plans or maintenance scope of work related to noncompliance items found
- Coordination or scheduling of construction work
- Geotechnical Services
- Attendance of any Site Visits other than stated above
- Applying for or securing permits other than stated above
- Services provided in conjunction with easements, waivers, variances or denials, O&E reports
- Establishing field locations of tree barricades, limits of clearing, limits of construction and locations of erosion control devices or the installation of these items
- Inspecting, monitoring, or accepting the contractor's daily traffic control plan or activities including
  placement of warning signs and barricades, temporary striping, use of flagmen or other items related to
  the safety of the traveling public
- Construction Stakeout
- As-built survey to be performed by licensed surveyor (to be provided by contractor)
- Permit Fees
- Any services not specifically listed in the scope (i.e. geotechnical, architectural, etc.)
- This proposal assumes work will be completed in one phase
- Additional or revised fees not addressed in the scope (i.e. additional fees for permits addressed in the scope and or new fees associated with additional permits or review fees)
- Reproduction of materials for distribution



# To Be Provided by the Owner

- Site Access
- Any Historical Plans and Surveys for the Site
- Permit Fees
- Signatures on Permit Applications or Agent Authorization Form

# **COMPENSATION**

Compensation for these services is shown below (typical direct expenses included).

TASKS	SERVICES FEE
TASK 1 – Design Plans	\$19,960
TASK 2 – Permitting	\$9,270
TASK 3 – Construction Administration Services	\$9,080
Grand Total	\$38,310

Again, thank you for this opportunity.

Sincerely,

Stephen Brletic, P.E. Project Manager

