

Bridgewater

Community Development District

Tonya Lockamy, Chairperson Thomas Temple, Vice Chairman John Gierlach, Assistant Secretary Natalie Holley, Assistant Secretary Jeff Walters, Assistant Secretary

Apríl 24, 2024

AGENDA

Bridgewater Community Development District

<u>Agenda</u>

Wednesday April 24, 2024 10:00 a.m. Seat 5: Tonya Lockamy - C Seat 1: Thomas Temple – VC Seat 4: John Gierlach - AS Seat 3: Jeff Walters - AS Seat 2: Natalie Holley – AS

Bridgewater Amenity Center 2525 Village Lakes Boulevard Lakeland, FL 33805 Zoom Link: <u>https://us06web.zoom.us/4349046526</u> Meeting ID: 434 904 6526 Passcode: Y27mxp

Board of Supervisors Meeting

- I. Roll Call
- II. Pledge of Allegiance
- III. Supervisors Requests & General Audience Comments on Specific Items on the Agenda (Audience Comments Limited to 3 Minutes per Person)
- IV. Approval of the Minutes of the March 22, 2024 Meeting

V. Business Items

- A. Consideration of Resolution 2024-03 Redesignating Primary Administrative Office
- B. Consideration of Resolution 2024-08 Announcing the Board Seats Up for the November 2024 General Election
- C. Consideration of Proposal from CommunityXS to Provide Website & Email Hosting Services
- D. Approval of Draft Annual Audit Report for Fiscal Year 2023

VI. Staff Reports

- A. Aquatic Maintenance Manager
 - 1. Report (to be provided under separate cover)
- B. Landscape Manager
 - 1. Report
 - 2. Consideration of Proposal for Tree Pruning in Phase 1
 - 3. Consideration of Proposal for Tree Pruning in Phase 2
- C. Attorney
- D. District Engineer
- E. District Manager
 - 1. Transition Update

- 2. Mandatory Training Course in Ethics Law, Sunshine Law & Public Records Law for Board Members
- 3. Filing of Form 1 https://disclosure.floridaethics.gov
- F. Field Operations Manager
 - 1. Report
- VII. Supervisors Requests and General Audience Comments (Limited to 3 Minutes)
- VIII. Next Board Meeting is Scheduled for May 29, 2024 at 10:00 a.m.
- IX. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: https://www.bridgewatercdd.org

MINUTES

MINUTES OF MEETING BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bridgewater Community Development District was held on Friday, **March 22, 2024,** at 10:30 a.m. at the Bridgewater Amenities Center, 2525 Village Lakes Boulevard, Lakeland, Florida.

Present and constituting a quorum were:

Tonya Lockamy Thomas Temple John Gierlach Jeff Walters Natalie Holley *joined late* Chairperson Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary

Also Present were:

Christina Newsome Stephen Brletic Lauren Gentry Ted Katina Bryan Schaub *via phone* Jason Greenwood Richard McGrath District Manager, Rizetta & Company, Inc. District Engineer, BDI Engineering District Counsel, Kilinski Van Wyk Senior Account Manager, Brightview Landscape Specialist, Rizzetta GMS GMS

FIRST ORDER OF BUSINESS

Call to Order

Ms. Newsome called the meeting to order at 10:00 a.m. and called the roll. Four Supervisors were present in person constituting a quorum.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The pledge of allegiance was recited.

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items Ms. Newsome opened the meeting for Supervisor requests and audience comments on agenda items.

A resident spoke about Solitude and spraying. Tonya will get an email from the resident with questions and forward them to Solitude. Ms. Newsome noted it would be best to reach out to Solitude and have them start being present at the meetings to answer questions.

FOURTH ORDER OF BUSINESS Business Administration

A. Consideration of Minutes of the Board of Supervisors Special Meeting held on February 7 ,2024

Ms. Newsome presented the minutes from the February 7, 2024 Board of Supervisors Special meeting.

On MOTION by Mr. Walters, seconded by Mr. Temple, with all in favor, the Minutes from the February 7, 2024 Board of Supervisors Special Meeting, was approved.

B&C. Consideration of Operations and Maintenance Expenditures for December 2023 and January 2024

Ms. Newsome noted at the last meeting they saw the Doody Daddy invoices. They took them off this and put them under separate cover. They reached out to Doody Daddy and cleared up everything and Doody Daddy is sending a check back for the difference for what was paid for those two invoices. The invoices have to stay on there because they were paid but are listed under separate cover. December, January, and February are there.

On MOTION by Mr. Walters seconded by Ms. Holley, with all in favor, the Operations and Maintenance Expenditures for December 2023 and January 2024, was approved.

D. Acceptance of Financial Statements (unaudited) dated December 31, 2023, and January 31, 2024

Ms. Newsome noted the financials are there as well.

On MOTION by Mr. Walters, seconded by Ms. Lockamy, with all in favor, the Financial Statements (Unaudited) Dated December 31, 2023 and January 31, 2024, were approved.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Aquatic Maintenance Manager

1. Presentation of Waterway Inspection Report

Ms. Newsome gave the Board time to review the report and noted she would take anything the Board may have back to Solitude. Ms. Gentry stated she pulled Solitude's contract and it does require both written reports and attendance at the Board of Supervisors meetings when necessary, so if they need them to come that should already be covered in the contract.

B. Landscape Managers

1. Brightview Landscape Quality Site Assessment

Mr. Schaub noted a few issues with the bed behind pond B by pump 91 on Great Bear. Punctured drip irrigation and a couple of cuts causing leaking. The water pathways down to the drown causing minor erosion which is probably the reason plants are die back there. There are missing Viburnums and a tree hit by a mower or vehicle behind pond B that will need to be removed and replaced. There is moss to remove from trees. Everything is mowed, edged and blown off properly. He noted he would be happy to take any questions.

Mr. Katina received a proposal for a controller that is bad which is why he didn't want to give a proposal to replace any trees or Viburnum as the controller is not working. The ant control was completed last Monday/Tuesday and will monitor so if there are any issues, they will treat them accordingly. The bridge enhancement is almost done. There are irrigation issues on the entrance side so as soon as those are fixed probably Monday, the rest of the rock will be done. They have been consistently pumping sumps every other week and will start weekly in April or May.

On MOTION by Ms. Lockamy, seconded by Mr. Gierlach, with all in favor, the Replacement of Hybrid Controller for \$350, was approved.

Mr. Katina addressed pond bed 13 and keeping it up to 3 ft. and told the Board they don't want to do them any lower for a cleaner look and the only chemical used occasionally is Aquatic Roundup.

2. Consideration of Tree Care Services Proposal

Mr. Katina stated the first one is for trees near sidewalks throughout the community and the second for trees back in the wood areas. Ms. Newsome noted Phase 1 would be the tree pruning directly impacting sidewalks and roads for \$16,800 and the other Phase 2 would be community tree pruning set back away from sidewalks and roadways for \$17,700. A Board member questioned some trees by the back entrance on CDD property. Mr. Katina noted there is no budget for that now and they are in next year's budget season so he would call this off.

3. Rizzetta & Company Landscape Inspection Report

Ms. Lockamy asked if there are any trees of concern near structures for the upcoming hurricane season. Mr. Katina stated nothing pending right now. It will continue to get worse as some of those trees have never been touched. They need to be lifted and thinned out getting the dead wood out of them. This money would have to be pulled out of reserves. Mr. Greenwood noted GMS will have field operations staff coming on board and if they wait until the April meeting, field operations can do a site visit and team up with BrightView to provide recommendation. Ms. Lockamy noted maybe some trees are more important before hurricane season so maybe do it in phases.

SIXTH ORDER OF BUSINESS Business Items

A. Consideration of GMS District Services and Field Services Agreement

Ms. Gentry stated this is a standard form of agreement that has been worked out with GMS. It is updated to account for the services that you are engaging them for so standard district manager services as well as field landscaping and stormwater oversight. The date of the agreement is April 1st so under the 60-day notice, Rizzetta's last day

would have been April 7th but after speaking to everybody, they wanted a clean break from financials and start at the beginning of the month so Rizzetta did agree to move that to April 1st and have GMS come on at the start of the month. She pointed out the description of services, standard provisions and GMS fee schedule that is attached. She offered to take any questions, otherwise looking for a motion to approve.

On MOTION by Mr. Walters, seconded by Ms. Lockamy, with all in favor, the GMS District Services and Field Services Agreement, was approved.

B. Resolution 2024-02, Appointing a District Manager

Ms. Gentry stated for the record all of these transition resolutions will have an effective date of April 1st so everything will get teed up in advance and kick in once the transition happens.

On MOTION by Ms. Lockamy, seconded by Mr. Walters, with all in favor, Resolution 2024-02, Appointing a District Manager, was approved.

C. Resolution 2024-03, Redesignating Primary Administrative Office

Ms. Gentry stated section three of his resolution has a blank for the local records office. A few options have been discussed with GMS. You are required to have a local records office in the county where the District is located so any residents can access the records. Mr. Greenwood went over a couple options. A Board member noted they will talk to the HOA Board and draw something up during business hours and have them sign off on it and use that address. Mr. Greenwood noted they would provide a tablet. Ms. Gentry stated pending discussions with the HOA this resolution will be tabled and brought back to the next meeting.

D. Resolution 2024-04, Redesignating Registered Agent and Registered Office Ms. Newsome stated this is redesignating the registered agent and office. On MOTION by Ms. Lockamy, seconded by Mr. Walters, with all in favor, Resolution 2024-04 Redesignating the Registered Agent and Registered Office, was approved.

E. Resolution 2024-05, Appointing and Removing Officers

Ms. Newsome stated this will be removing herself as Assistant Secretary and all other Rizzetta employees as Assistant Secretary and will be adding Richard McGrath, Hannah Henry, Jason Greenwood, and Amanda Ferguson all as Assistant Secretaries or Treasures for the District.

On MOTION by Ms. Lockamy, seconded by Ms. Holley, with Mr. Temple, Mr. Gierlach, Ms. Lockamy, and Ms. Holley in favor and Mr. Walters opposed, Resolution 2024-05, Appointing and Removing Officers, was approved 4-1.

F. Resolution 2024-06, Establishing Checking Account and Designating Signatories

Ms. Gentry noted this is a cleanup item for bank accounts. It appoints the positions that are authorized active signers on the account. Mr. Greenwood stated the easiest thing to do is close the bank account, provide a check and open a brand-new account and as stated will go back and recreate FY24 to know where they are at. If you are with Truist that can be transitioned but if not, Regions would be their recommendation. Ms. Lockamy noted they are currently with Truist. Ms. Gentry noted section 1 will be amended to state that GMS is directed to transition control of the bank account at Truist.

On MOTION by Mr. Walters, seconded by Mr. Temple with all in favor, Resolution 2024-06, Establishing Checking Account and Designating Signatories, was approved.

G. Resolution 2024-07, Setting Meeting Schedule

Ms. Gentry noted you are required to adopt an annual meeting schedule. Unfortunately, with the transition there was one discussed with Carol and it has not worked out for the rest of this year. She spoke with Jason and Richard about availability and they suggested a meeting date later in the month so they have all of their financials for the Board meetings. Tentative date is the fourth Wednesday of the month in the morning. Ms. Gentry noted meetings would be April 24th budget workshop, May 22nd proposed budget, July 24th, August 28th all at 10 a.m. No meeting in June or September.

On MOTION by Mr. Walters, seconded by Ms. Holley, with Mr. Temple, Mr. Walters, Ms. Holley, and Ms. Lockamy in favor and Mr. Gierlach opposed, Resolution 2024-07, Setting Meeting Schedule with Schedule Attached, was approved 4-1.

A Board member can't make the May 22nd meeting so they asked for May 29th instead. Ms. Gentry asked for a motion to amend the schedule for May 29th.

On MOTION by Mr. Walters, seconded by Ms. Lockamy, with Mr. Temple, Mr. Walters, Ms. Holley, and Ms. Lockamy in favor and Mr. Gierlach opposed, Amending the May Meeting to May 29th, was approved 4-1.

Ms. Lockamy asked to discuss having one of the budget related meetings at night if anyone else is interested. Ms. Gentry noted she doesn't charge a surcharge for evening meetings. She can do August 27th or 29th in the evening. The Board agreed to August 29th at 6:00 p.m.

On MOTION by Ms. Lockamy, seconded by Ms. Holley, with Mr. Temple, Mr. Walters, Ms. Holley, and Ms. Lockamy in favor and Mr. Gierlach opposed, Move August Meeting to Thursday 29th at 6 p.m., Budget Public Hearing, was approved 4-1.

H. Consideration of Slump Improvement Proposal

Mr. Brletic stated this reflects doing all six projects. He broke it down into three different tasks, design and permitting. It also reflects consolidating. The optional task is the third task which is construction administrative services. He gave the Board a number if they want to do all of this and want them to be fully involved to manage the whole thing and do construction site business this is what that cost would be but it's not necessarily

required. All they require from an engineering standpoint from closing out permits is something they would direct the contractor to do in the RFP which is provide all of the as built information. If all of this work is done at one time, it will be weeks of construction probably in 6 to 8 week range. He recommended some oversight with at least three visits. If they don't want all of this stuff up front, the Board would give direction. Permits are open for five years. He noted when improvements are permitted and you do this effort do them all it doesn't obligate you to construct them at the same time. A Board member recommended putting this off to next month and get GMS's recommendation.

A. Ratification of Easement Variance Agreement

Ms. Newsome stated all of the required paperwork has been done and Margie sent it for recording. Ms. Gentry suggested waiting to ratify this at the next meeting.

SEVENTH ORDER OF BUSINESS Staff Reports A. District Counsel

Ms. Gentry updated on legislative sessions. A new law that requires adoption of goals and objectives for each Special District with performance measures then annual reporting that. A law was passed that provides some extra liability protection if Special Districts follow state cybersecurity protocols. A Board member asked about ethics training. For calendar year 2024 four hours of ethics training is required. She will email the Board links to satisfy the requirement. Report on Form 1 completed next year online.

B. District Engineer

Mr. Brletic noted the last thing they talked about was updated pricing for potential work on pond A. Mr. Greenwood recommended they get other quotes. Mr. Brletic noted he has reached out to some people but haven't received any proposals yet.

C. District Manager

Ms. Newsome noted there is a proposal for alligator signs. A picture was passed around. She asked for a proposal for 10 to start. All that is needed is a map with specific locations to place the signs. Ms. Holley asked what the posts will look like. On MOTION by Ms. Lockamy, seconded by Mr. Gierlach, with all in favor, the GMS Proposal 336 Sign Option B for 16 signs Coordinating with the Chair on Style of Post, was approved.

Ms. Newsome noted on transfer of utility services for Villages 13 &14 with disconnection being threatened. She called Lakeland Utilities for some information and they haven't been paid since last July. The back due amount can be paid which is almost \$11,000 at this point. She doesn't have the usage rates that was originally asked for. Ms. Gentry noted in Spring 2023 Board members did accept Village 12, 13, 14 common property and unbeknownst to us those did have city water and irrigation lines and there isn't any leverage to contest that. That is on the Districts property and they discussed in July a request to get that transferred over. The District doesn't have any ground to oppose the utilities for this infrastructure that the District now owns. She noted it's reasonable to ask Ryan Homes to pay the late fees and recommended calling utility company for an additional grace period. GMS will investigate the transfer of irrigation.

EIGHTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

Audience Comments:

Resident Comment: She complemented the front and back. Brought up stones falling off the bridge to side of the lake. Suggested adding stone or paint. Ms. Gentry noted the bridge is a city right of way and will check records on the structure of the bridge with regard to responsibility.

Resident Comment: Discussed Brightview and landscapers struggling to keep up in the active growing season. Ms. Lockamy asked when the BrightView contract expires. Ms. Gentry noted it runs April to March each year but there is a 30 day out clause.

NINTH ORDER OF BUSINESS

Adjournment

Ms. Newsome asked for a motion to adjourn the meeting.

On MOTION by Mr. Walters seconded by Ms. Holley, with all in favor, the meeting was adjourned at 11:50 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

SECTION A

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 <u>4530 Eagle Falls Pl., Tampa, FL 33619</u>.

SECTION 2. The District's principal headquarters for the purpose of establishing proper venue are in Hillsborough County, Florida.

SECTION 3. The District's local records office shall be located at <u>2525 Village Lakes</u> <u>Boulevard, Lakeland, FL 33805</u>.

SECTION 4. This Resolution shall take effect April 24, 2024.

PASSED AND ADOPTED THIS 24TH DAY OF APRIL 2024.

ATTEST:

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson / Vice Chairperson Board of Supervisors

SECTION B

RESOLUTION 2024-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(c), *FLORIDA STATUTES* AND INSTRUCTING THE POLK COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT THE DISTRICT'S GENERAL ELECTION; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND 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 Polk County, Florida;

WHEREAS, the Board of Supervisors of the District (the "**Board**") seeks to implement Section 190.006(3)(A)(2)(c), *Florida Statutes*, and to instruct the Supervisor of Elections for Polk County, Florida ("**Supervisor of Elections**"), to conduct the District's elections by the qualified electors of the District at the 2024 general election ("**General Election**").

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

1. **GENERAL ELECTION SEATS.** Seat 1, and Seat 2 with terms expiring in November 2024 are scheduled for the General Election in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections of the seats subject to General Election for the current election year, and for each subsequent election year.

2. QUALIFICATION PROCESS. For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Polk County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. COMPENSATION. Each member of the Board is entitled to receive \$200 per meeting for their attendance; up to a maximum of \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four (4) years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests that the Supervisor of Elections conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District Manager. The District understands that it will be responsible to pay for its proportionate share of the General

Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor of Elections.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

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

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 24th day of April 2024.

ATTEST:

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

Exhibit A: Notice of Qualifying Period

EXHIBIT A FORM OF NOTICE OF QUALIFYING PERIOD

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Bridgewater Community Development District will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Polk County Supervisor of Elections located at 250 S. Broadway Avenue, Bartow, Florida 33830; (863) 534-5888. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a "qualified elector" of the District, as defined in Section 190.003, *Florida Statutes*. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Polk County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Bridgewater Community Development District has two (2) seats up for election, specifically Seat 1, and Seat 2. Each seat carries a four-year term of office. Elections are non-partisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the Polk County Supervisor of Elections.

Publish on or before May 27, 2024

SECTION C

community_{xs}

CommunityXS is a web content management system designed and developed for neighborhoods, communities, development districts, special purpose districts and homeowners' associations that enables managers, staff, and even board members, to create, modify, and remove content from the web. We realize there are some great commercial content management systems out there, but we think they're a little too complicated and our goal is to provide a simple, purpose-driven product specifically designed to meet the needs of a community.

The Back-End

A simple, easy-to-use web content management system.

If we were forced to say only one thing about CommunityXS, we'd say it's simple. A simple solution is easy to learn and easy to use. Purpose-driven solutions start with the user in mind. CommunityXS was built with input from dozens of Managers, and we continue to welcome the input.

With their help, we make a great product with awesome features.

- Simple The content management system is everything you need and nothing more. The interface is clean and consistent.
- Easy We know you're not a developer. There are no short codes, plugins, modules, or add-ons. Most tasks take a few clicks.
- Efficient Manage more than one site! That's right; if you manage more than one site, log in and make changes to all of them.
- Intuitive Although we're happy to provide training, you're probably not going to need it. You'll know what to do within minutes.

The Back-End interface allows users to log on, add, edit and remove web content and documents that appear on the public facing interface.

The Front-End

The content management system is only half of the solution. The public facing web site is just as important to the overall experience. The public facing interface is awesome!

- It has a history of success. CommunityXS is in use by many communities and the origins of the application framework date back to 2012. The application has served hundreds of communities over the years.
- The design is clean and professional. Presenting critical information is the primary mission of a CommunityXS site. A simple, straightforward, intuitive interface allows visitors to find what they need quickly.
- The site is "Responsive". This is a term used to describe a web interface that's capable of adapting to the size of the device being used to view the page. With limited display space, like on a phone, certain aspects of the site will change to accommodate the device.
- It works without dependencies. There are no client-side dependencies. All aspects of the site work regardless of the hardware or software on the device.
- It's highly accessible. The public facing interface of a CommunityXS site is the most "Accessible" interface. Relative to competing technology, CommunityXS is superior. You won't find an interface that works as well or goes to the extent to which a CommunityXS site accommodates users with assistive technology.
- It's maintained. The public facing interface is routinely evaluated, with consideration for improved technology, implementation methods and best practices. All sites running on the CommunityXS platform benefit from the updates and improvements to the underlying code and presentation layer of the interface.
- It's customizable. Custom Colors and imagery are unique to each site. While the presentation of the public facing site is structured, many aspects of the site can be configured to provide visitors with a unique experience.

Service Level Options:

Select from a suite of services. There are five services offered in different combinations.

| Option: | Α | В | С | D | Е | F | G | н |
|-------------------|--------------|-----------------|-----------------|----------------------|-----------------------|-----------------------|----------------------|--------------|
| | Site Hosting | Site Hosting | Site Hosting | Site Hosting | Site Hosting | Site Hosting | Site Hosting | Site Hosting |
| | | Site Evaluation | Site Evaluation | Site Evaluation | Site Evaluation | Email (5) | Email (5) | Email (5) |
| | | | Email (5) | Email (5) | Email (5) | Email Archive (5) | Email Archive (5) | |
| | | | | Email Archive (5) | Email Archive (5) | Archive Management | | |
| | | | | | Archive Management | | | |
| Monthly Total: | \$80 | \$120 | \$170 | \$220 | \$240 | \$200 | \$180 | \$130 |

- Site Hosting The monthly service fee that cover access to the application and hosting of the website.
- Site Evaluation The monthly fee that pays for a quarterly accessibility evaluation of the website.
- Email The monthly cost of a mailbox; typically for a Board of five people. The cost of a mailbox is \$10 a month. Email services are not sold separately and require Site Hosting.
- Email Archive The monthly cost of email archive. The cost of an archive is \$10.00 month in addition to the mailbox. Archive services are not sold separately and if the service is utilized, all mailboxes must have an archive.
- Email Archive Management The monthly cost of having an archive manager. The cost of an archive manager is \$20 per month. Archive Management services are not sold separately and require the purchase of Email Archive services.

Transition to CommunityXS: We typically create a site in less than four hours!

If you're worried about the transition, don't be. It's very simple. It doesn't take too much time and we do it all for you. In most cases, the community has an existing site from which we gather all the content, contacts and documents. We'll move the three most recent years of historical data.

The final step is to transfer and/or point the web address to the CommunityXS servers. This is a technical step and we're happy to handle it too.

APPLICATION HOSTING AGREEMENT CommunityXS

IMPORTANT - READ CAREFULLY: This Application Hosting Agreement ("Agreement") is a legal Agreement between you, the organization or entity, ("Customer") and VenturesIn.com, Inc. ("Provider") which covers the hosting by Provider of the CommunityXS Content Management System. Provider agrees to provide Service to Customer and Customer agrees to pay Provider for Service subject to the following terms and conditions:

1) Service Term:

a) The effective date of this Agreement shall be the earlier of either: (i) the date on which Customer is first notified by Provider of Service availability or (ii) the date on which Customer first logs on to Service. This Agreement shall remain in effect until unless terminated by either party by giving forty-five (45) days written notice to the other party. Upon termination, Customer shall advise Provider as to the disposition of any Customer data that is stored as part of Service. A service charge may apply. In the event no disposition instructions are provided, or payment of the service charge is not made, any Customer data shall be deleted by Provider.

2) Fees and Payments

- a) Setup Fee: Not to exceed \$320.00.
- b) Service Fee: \$80.00 per month.
- c) Domain Name Registration: \$29.99 per year.
- d) Fees for the Service term and any associated services shall be invoiced in advance and shall be payable on receipt or in accordance with any payment terms that are included on the invoice.
- e) If payment is not made according to the terms of the invoice, Provider reserves the right to terminate service.

3) Services:

- a) Provider shall host a web content management system and delivery platform ("Software").
- b) Provider shall provide Customer with application-level access to Software via an internet Uniform Resource Locator (URL) together with a User ID and password. No direct access to server hardware, operating system, database management system or other system resources shall be provided.
- c) Provider shall store all Customer data created and managed by Software, including files, text and parameters; data shall be backed-up on a separate storage system at regular intervals. The amount of storage and monthly network data transfer available to Customer shall not exceed two gigabytes (2GB) and one gigabyte (1GB) respectively, unless otherwise agreed in writing by Provider.

4) Authorized Usage:

- a) Customer agrees that access to Service shall be restricted to authorized agents.
- b) Customer shall use commercially reasonable efforts to protect User IDs and passwords.
- c) Customer agrees that authorized Provider support personnel may access system as required to diagnose and resolve technical issues.

5) Service Level:

a) Service shall be always available to Customer unless maintenance or upgrades require the system to be unavailable.

6) Limited Warranty:

a) Provider warrants that the Service will conform substantially with the Service Level for the term of the Service. Customer acknowledges that Provider does not warrant that the Service shall be uninterrupted or error-free.

7) Customer Remedies:

a) Provider's entire liability and Customer's exclusive remedy shall be as defined in this Agreement. No other remedies are provided to Customer under this Agreement.

8) No Other Warranties:

a) Except for the Limited Warranty stated above, and to the maximum extent permitted by law, Provider disclaims all other warranties whether express or implied.

9) Limited Liability:

a) It is expressly agreed that in no event shall Provider be liable for any damages whatsoever. The total liability of Provider to Customer, and anyone claiming by, through, or under Customer for any claims, losses, costs, or damages whatsoever arising out of, or resulting from use or inability to use the Service, from any cause or causes, including but not limited to loss of data, service interruption, negligence, professional errors and omissions, strict liability, breach of contract, or failure to perform, shall not exceed the total compensation received by Provider for Services.

10) Other Agreements:

- a) This Agreement overrides all prior written and oral communications regarding the Service and sets out the entire agreement between Provider and the Customer.
- b) Supplemental Agreements for Consulting Service may extend the Services related to hosting the Software. Other agreements attached hereto include specific terms relating to other services and only apply during the term of this agreement.

11) No Waiver:

a) Any failure by either party to exercise an option or right conferred by this Agreement shall not of itself constitute or be deemed a waiver of such option or right.

12) Severability:

- a) If any provision in this Agreement is declared void or unenforceable by any judicial or administrative authority this shall not nullify the remaining provisions of this Agreement which shall remain in full force and effect.
- 13) Law:
 - a) This Agreement shall be governed by the laws of the State of Florida and the parties agree to submit to the exclusive jurisdiction and venue of the Court of Hillsborough County, Florida in connection with any legal actions hereunder.
- 14) General:
 - a) Should you have any questions concerning this Agreement, or if you desire to contact Provider for any reason, please write: VenturesIn.com, Inc., P.O. Box 272855, Tampa, Florida 33688.

I agree to the terms and conditions of this Hosting Agreement. Customer Signature

Organization/Community/CDD/HOA



SUPPLEMENTAL AGREEMENT FOR WEBSITE ACCESSIBILITY CONSULTING SERVICE

CommunityXS

IMPORTANT - READ CAREFULLY: This Supplemental Agreement for Website Accessibility Consulting Service ("Agreement") is a legal Agreement between you, the organization or entity, ("Customer") and VenturesIn.com, Inc. ("Consultant") which covers the service by Consultant to perform a website accessibility audit and remediation. Consultant agrees to provide Service to Customer and Customer agrees to pay Consultant for Service subject to the following terms and conditions:

15) Engagement:

- a) Customer desires that Consultant conduct a website accessibility evaluation of a CommunityXS application-based web site.
- b) Customer desires that Consultant remedy issues found during a website accessibility evaluation.
- c) This Agreement shall remain in effect until unless terminated by either party by giving forty-five (45) days written notice to the other party.

16) Fees and Payments

- a) Service Fee: \$40.00 per month.
- b) Fees for the Services and any associated services shall be invoiced in advance and shall be payable on receipt or in accordance with any payment terms that are included on the invoice.
- c) If payment is not made according to the terms of the invoice, VenturesIn reserves the right to terminate Services.

17) Services:

- a) Consultant shall, pursuant to the terms of this Agreement perform a comprehensive website accessibility evaluation (the "Services") with respect to the Web Content Accessibility Guidelines (WCAG) set forth by the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI). The consultant shall use a variety of tools and software products to facilitate the website accessibility evaluation. The Consultant shall evaluate all website content using automated testing tools and shall manually evaluate each page by reading or otherwise visually inspecting all elements.
- b) Consultant shall, pursuant to the terms of this Agreement, modify website code and content (the "Services") to conform to the Web Content Accessibility Guidelines (WCAG) set forth by the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI).

18) Performance:

- a) Conformance to the Web Content Accessibility Guidelines (WCAG) shall be measured and scored by automated accessibility audits generated by Lighthouse, an open-source website auditing suite developed and maintained by Google.
- b) Consultant agrees to modify web code and content to reach an Accessibility score of one hundred (100); indicating all applicable automated audits are "Passed".

19) Service Frequency:

a) Service shall be performed once per calendar quarter within five (5) days of the previous date of Service.

20) Authorized Usage:

a) Customer agrees that authorized VenturesIn support personnel may access system as required to facilitate Services.

21) Errors and Omissions:

a) Subject to the terms of this Agreement, the Customer shall not be prejudiced in any way by inadvertent errors or omissions made by Consultant in connection with this Agreement provided such errors and omissions are corrected promptly following discovery thereof. Upon the discovery of an inadvertent error or omission, Consultant shall make all appropriate adjustments as soon as practicable to correct such inadvertent error or omission.

22) Limitation of Liability

a) It is expressly agreed that in no event shall Consultant be liable for any damages whatsoever. The total liability of Consultant to Customer, and anyone claiming by, through, or under Customer for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Service or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or failure to perform, shall not exceed the total compensation received by Consultant for Services.

23) Customer Remedies:

a) Consultant's entire liability and Customer's exclusive remedy shall be as defined in this Agreement. No other remedies are provided to Customer under this Agreement.

24) Supplemental Agreement:

- a) This Agreement supplements, and is automatically terminated upon termination of, the Application Hosting Agreement CommunityXS. **25)** No Waiver:
 - a) Any failure by either party to exercise an option or right conferred by this Agreement shall not of itself constitute or be deemed a waiver of such option or right.

26) Severability:

- a) If any provision in this Agreement is declared void or unenforceable by any judicial or administrative authority this shall not nullify the remaining provisions of this Agreement which shall remain in full force and effect.
- 27) Law:
 - a) This Agreement shall be governed by the laws of the State of Florida and the parties agree to submit to the exclusive jurisdiction and venue of the Court of Hillsborough County, Florida in connection with any legal actions hereunder.

28) General:

a) Should you have any questions concerning this Agreement, or if you desire to contact VenturesIn for any reason, please write: VenturesIn.com, Inc., P.O. Box 272855, Tampa, Florida 33688.

I agree to the terms and conditions of this Consultant Service Agreement. Customer Signature

Organization/Community/CDD/HOA

Print Name and Title

Date

SECTION D

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT LAKELAND, FLORIDA FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT LAKELAND, FLORIDA

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors Bridgewater Community Development District Lakeland, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Bridgewater Community Development District, Lakeland, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2023, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated Xxxxx on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting or on compliance.

<mark>Xxxxx</mark>

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Bridgewater Community Development District, Lakeland, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2023. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets plus deferred outflows of resources of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$5,735,296.
- The change in the District's total net position in comparison with the prior fiscal year was (\$599,933), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2023, the District's governmental funds reported combined ending fund balances of \$2,179,414, a decrease of (\$43,421) in comparison with the prior fiscal year. A portion of fund balance is non-spendable for prepaid items, restricted for debt service, assigned to capital reserves, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and debt service fund, both of which are considered to be major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets plus deferred outflows of resources exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

| NET POSITION SEPTEMBER 30, | | | | | | | | | |
|--|----|------------|----|------------|--|--|--|--|--|
| | | 2023 | | 2022 | | | | | |
| Current and other assets | \$ | 2,217,080 | \$ | 2,251,932 | | | | | |
| Capital assets, net of depreciation | | 11,696,420 | | 12,738,865 | | | | | |
| Total assets | | 13,913,500 | | 14,990,797 | | | | | |
| Deferred outflows of resources | | 36,652 | | 39,793 | | | | | |
| Current liabilities | | 218,619 | | 220,303 | | | | | |
| Long-term liabilities | | 7,996,237 | | 8,475,058 | | | | | |
| Total liabilities and deferred inflows | | 8,214,856 | | 8,695,361 | | | | | |
| Net position | | | | | | | | | |
| Net investment in capital assets | | 3,736,835 | | 4,303,600 | | | | | |
| Restricted | | 758,829 | | 719,405 | | | | | |
| Unrestricted | | 1,239,632 | | 1,312,224 | | | | | |
| Total net position | | 5,735,296 | \$ | 6,335,229 | | | | | |

The District's net position reflects its investment in capital assets (e.g., land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position decreased during the most recent fiscal year. The majority of the decrease represents the extent to which the cost of operations and depreciation expense exceeded ongoing program revenues.

Key elements of the change in net position are reflected in the following table:

| FOR THE FISCAL YEAR ENDED SEPTEMBER 30, | | | | | | | | |
|---|----|-----------|----|-----------|--|--|--|--|
| Revenues: | | 2023 | | 2022 | | | | |
| Program revenues | | | | | | | | |
| Charges for services | \$ | 1,322,305 | \$ | 1,196,565 | | | | |
| Operating grants and contributions | | 40,230 | | 4,214 | | | | |
| General revenues | | 22,700 | | 7,090 | | | | |
| Total revenues | | 1,385,235 | | 1,207,869 | | | | |
| Expenses: | | | | | | | | |
| General government | | 175,615 | | 170,902 | | | | |
| Maintenance and operations | | 1,356,995 | | 1,272,959 | | | | |
| Interest on long-term debt | | 452,558 | | 476,187 | | | | |
| Total expenses | | 1,985,168 | | 1,920,048 | | | | |
| Change in net position | | (599,933) | | (712,179) | | | | |
| Net position - beginning | | 6,335,229 | | 7,047,408 | | | | |
| Net position - ending | \$ | 5,735,296 | \$ | 6,335,229 | | | | |

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2023 was \$1,985,168. The costs of the District's activities were primarily funded by program revenues. As in the prior fiscal year, program revenues are comprised primarily of assessments. In total, expenses increased from the prior year. The majority of the increase was due to an increase in maintenance and operation expenses in the current fiscal year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2023 was amended to increase revenues by \$26,391 and increase appropriations by \$97,706. Actual general fund expenditures for the fiscal year ended September 30, 2023 exceeded appropriations by \$1,277. The over expenditures were funded by available fund balance.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2023, the District had \$24,366,915 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$12,670,495 has been taken, which resulted in a net book value of \$11,696,420. More detailed information about the District's capital assets is presented in the notes to the financial statements.

CAPITAL ASSETS AND DEBT ADMINISTRATION (Continued)

Capital Debt

At September 30, 2023, the District had \$8,010,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide homeowners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Bridgewater Community Development District's Accounting Department at 4530 Eagle Falls PI, Tampa, Florida 33619.

FINANCIAL STATEMENTS

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT LAKELAND, FLORIDA STATEMENT OF NET POSITION SEPTEMBER 30, 2023

| | Governmental Activities |
|---------------------------------------|----------------------------|
| ASSETS | |
| Cash and equivalents | \$ 146,209 |
| Investments | 1,118,158 |
| Prepaid items | 20,564 |
| Restricted assets: | |
| Investments | 932,149 |
| Capital assets | |
| Depreciable assets, net | 11,696,420 |
| Total assets | 13,913,500 |
| | |
| DEFERRED OUTFLOWS OF RESOURCES | |
| Deferred charge on refunding (debit) | 36,652 |
| Total deferred outflows of resources | 36,652 |
| | |
| LIABILITIES | |
| Accounts payable and accrued expenses | 37,666 |
| Accrued interest payable | 180,953 |
| Non-current liabilities: | |
| Due within one year | 490,000 |
| Due in more than one year | 7,506,237 |
| Total liabilities | 8,214,856 |
| | |
| NET POSITION | |
| Net investment in capital assets | 3,736,835 |
| Restricted for debt service | 758,829 |
| Unrestricted | 1,239,632 |
| Total net position | \$ 5,735,296 |



BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT LAKELAND, FLORIDA STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

| | | | | Program F | Reven | ues | R | et (Expense) Revenue and hanges in Net Position |
|---|----|----------------|-------|---------------|-------|-------------|----|--|
| | | | | Charges | 0 | perating | | |
| | | | | for | Gr | ants and | G | overnmental |
| Functions/Programs | E | Expenses | | Services | Cor | ntributions | | Activities |
| Primary government: Governmental activities: | | | | | | | | |
| General government | \$ | 175,615 | \$ | 175,615 | \$ | - | \$ | - |
| Maintenance and operations | | 1,356,995 | | 219,258 | | - | | (1,137,737) |
| Interest on long-term debt | | 452,558 | | 927,432 | | 40,230 | | 515,104 |
| Total governmental activities | | 1,985,168 | | 1,322,305 | | 40,230 | | (622,633) |
| | | eral revenue | | | | | | |
| | U | nrestricted ir | lves | tment earning | js | | | 22,700 |
| | | Total genera | al re | venues | | | | 22,700 |
| | С | hange in net | pos | sition | | | | (599,933) |
| | N | et position - | begi | nning | | | | 6,335,229 |
| | N | et position - | endi | ng | | | \$ | 5,735,296 |

See notes to the financial statements



BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT LAKELAND, FLORIDA BALANCE SHEET GOVERNMENTAL FUNDS SEPTEMBER 30, 2023

| | Major Funds | | | | | Total |
|---|-------------|-----------|----|-------------|----|-----------|
| | | | Go | overnmental | | |
| | | General | : | Service | | Funds |
| ASSETS | | | | | | |
| Cash and equivalents | \$ | 138,576 | \$ | 7,633 | \$ | 146,209 |
| Investments | | 1,118,158 | | 932,149 | | 2,050,307 |
| Prepaid items | | 20,564 | | - | | 20,564 |
| Total assets | \$ | 1,277,298 | \$ | 939,782 | \$ | 2,217,080 |
| LIABILITIES AND FUND BALANCES Liabilities: | | | | | | |
| Accounts payable and accrued liabilities | \$ | 37,666 | \$ | - | \$ | 37,666 |
| Total liabilities | | 37,666 | | - | | 37,666 |
| Fund balances: Nonspendable: | | | | | | 00 50 4 |
| Prepaid items | | 20,564 | | - | | 20,564 |
| Restricted for: Debt service Assigned to: | | - | | 939,782 | | 939,782 |
| Capital reserves | | 1,033,544 | | - | | 1,033,544 |
| Unassigned | | 185,524 | | - | | 185,524 |
| Total fund balances | | 1,239,632 | | 939,782 | | 2,179,414 |
| Total liabilities and fund balances | \$ | 1,277,298 | \$ | 939,782 | \$ | 2,217,080 |



BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT LAKELAND, FLORIDA RECONCILIATION OF THE BALANCE SHEET – GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION SEPTEMBER 30, 2023

| Total fund balances - governmental funds Amounts reported for governmental activities in the statement of net position are different because: | | \$ 2,179,414 |
|--|---------------------|-----------------|
| Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole. Cost of capital assets | 24,366,915 | |
| Accumulated depreciation | (12,670,495) | 11,696,420 |
| Deferred charges on refunding of long-term debt are shown as deferred outflows/inflows of resources in the government-wide financial statements; however, this amount is expensed in the governmental fund financial statements. | | 36,652 |
| Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements. Accrued interest payable Original issue discount | (180,953) 14,942 | |
| Amortization of original issue discount | (1,179) | |
| Bonds payable | (8,010,000) | (8,177,190) |
| Net position of governmental activities | | \$ 5,735,296 |



BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT LAKELAND, FLORIDA STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GOVERNMENTAL FUNDS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

| | Major | Total | |
|---------------------------------|-----------------|---------------|--------------|
| | | Governmental | |
| | General | Service | Funds |
| REVENUES | | | |
| Assessments | \$ 394,873 | \$ 927,432 | \$ 1,322,305 |
| Interest | 22,700 | 40,230 | 62,930 |
| Total revenues | 417,573 | 967,662 | 1,385,235 |
| EXPENDITURES | | | |
| Current: | | | |
| General government | 175,615 | - | 175,615 |
| Maintenance and operations | 314,550 | - | 314,550 |
| Debt Service: | | | |
| Principal | - | 480,000 | 480,000 |
| Interest | - | 458,491 | 458,491 |
| Total expenditures | 490,165 | 938,491 | 1,428,656 |
| Excess (deficiency) of revenues | | | |
| over (under) expenditures | (72,592) | 29,171 | (43,421) |
| Fund balances - beginning | 1,312,224 | 910,611 | 2,222,835 |
| Fund balances - ending | \$ 1,239,632 | \$ 939,782 | \$ 2,179,414 |



BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT LAKELAND, FLORIDA RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

| Net change in fund balances - total governmental funds | \$ (43,421) |
|---|------------------------|
| Amounts reported for governmental activities in the statement of activities are different because: | |
| Depreciation on capital assets is not recognized in the governmental fund statement but is reported as an expense in the statement of activities. | (1,042,445) |
| Repayment of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities. | 480,000 |
| The change in accrued interest on long-term liabilities between the current and prior fiscal years is recorded in the statement of activities, but not in the governmental fund financial statements. | 10,253 |
| Expenses reported in the statement of activities that do not require the use of current financial resources are not reported as expenditures in the funds. The details of the differences are as follows: | |
| Amortization of deferred charge on refunding (debit) Amortization on original issue discount | (3,141) (1,179) |
| Change in net position of governmental activities | \$ (599,933) |



BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT LAKELAND, FLORIDA NOTES TO THE FINANCIAL STATEMENTS

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Bridgewater Community Development District ("District") was established by the City of Lakeland, Florida Ordinance No. 01-079 enacted on November 19, 2001 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by qualified electors that reside within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the final responsibility for:

- 1. Allocating and levying assessments.
- 2. Approving budgets.
- 3. Exercising control over facilities and properties.
- 4. Controlling the use of funds generated by the District.
- 5. Approving the hiring and firing of key personnel.
- 6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting; however, debt service expenditures are recorded only when payment is due.

<u>Assessments</u>

Assessments, including debt service assessments and operation and maintenance assessments, are non-ad valorem assessments imposed on all lands located within the District benefited by the District's activities. Operation and maintenance assessments are levied by the District prior to the start of each fiscal year which begins October 1st and ends on September 30th. Operation and maintenance special assessments are imposed upon all benefited lands in the District. Debt service special assessments are imposed upon certain lots and lands described in each resolution imposing the special assessment for each series of Bonds issued by the District and are levied at the time of issuance of the Bonds.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on the Bonds.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash on hand and demand deposits are considered to be cash and cash equivalents.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraphs c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured. Any unspent proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

| <u>Asset</u> | Years |
|---------------------------------|-------|
| Infrastructure and roadways | 20 |
| Water/sewer systems | 25 |
| Surface water management system | 25 |
| Street lights | 15 |

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Assets, Liabilities and Net Position or Equity (Continued)

Refundings of Debt

For current refundings and advance refundings resulting in the defeasance of debt, the difference between the reacquisition price and the net carrying amount of the old debt is reported as a deferred outflow of resources and recognized ratably as a component of interest expense over the remaining life of the old debt or the life of the new debt, whichever is shorter. In connection with the refunding, \$3,141 was recognized as a component of interest expense in the current fiscal year.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

<u>Committed fund balance</u> – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

<u>Assigned fund balance</u> – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) A public hearing is conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments

The District's investments were held as follows at September 30, 2023:

| | Amortized cost Fair Value | | Credit Risk | Maturities | |
|-------------------------------|---------------------------|---------|-----------------|------------|--|
| Goldman Sachs Government Fund | \$ | 932,149 | \$ - | S&P AAAm | Weighted Average of the fund portfolio: 35 days |
| | | | | | Weighted Average of the fund |
| FL Class | | - | 1,118,158 | S&P AAAm | portfolio: 43 days |
| Total Investments | \$ | 932,149 | \$ 1,118,158 | | |

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

The Bond indenture limits the type of investments held using unspent Bond proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- Level 1: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- Level 2: Investments whose inputs other than quoted market prices are observable either directly or indirectly; and,
- Level 3: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2023 was as follows:

| | I | Beginning | | _ | | _ | |
|--|----|--------------|-------------------|----|-----------|-----|--------------|
| | | Balance | Additions | | Disposals | End | ding Balance |
| Governmental activities | | | | | | | |
| Capital assets, being depreciated | | | | | | | |
| Infrastructure and roadways | \$ | 8,548,764 | \$ - | \$ | - | \$ | 8,548,764 |
| Water/sewer systems | | 8,329,773 | - | | - | | 8,329,773 |
| Surface water management system | | 7,045,408 | - | | - | | 7,045,408 |
| Street lights | | 442,970 | - | | - | | 442,970 |
| Total capital assets, being depreciated | | 24,366,915 | - | | - | | 24,366,915 |
| Less accumulated depreciation for: | | | | | | | |
| Infrastructure and roadways | | (4,701,819) | (427,438) | | - | | (5,129,257) |
| Water/sewer systems | | (3,665,101) | (333,191) | | - | | (3,998,292) |
| Surface water management system | | (2,818,160) | (281,816) | | - | | (3,099,976) |
| Street lights | | (442,970) | - | | - | | (442,970) |
| Total accumulated depreciation | | (11,628,050) | (1,042,445) | | - | | (12,670,495) |
| Total capital assets, being depreciated, net | | 12,738,865 | (1,042,445) | | _ | | 11,696,420 |
| Governmental activities capital assets, net | \$ | 12,738,865 | \$ (1,042,445) | \$ | - | \$ | 11,696,420 |

Depreciation expense was charged to the maintenance and operations function.

NOTE 6 – LONG-TERM LIABILITIES

On May 29, 2015, the District issued \$2,915,000 of Special Assessment Refunding Term Bonds Series 2015A-1, with a variable interest rate of 2.25% to 4.76% and \$8,295,000 Special Assessment Refunding Term Bonds Series 2015A-2 with a fixed interest rate of 5.75%. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Series 2015 Bonds is to be paid serially commencing on May 1, 2016 through May 1, 2035.

The Series 2015 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirement as defined in the Bond Indenture. The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments at the time of issuance of the Bonds that are paid in annual installments and are adequate to provide payment of debt service. The District was in compliance with the requirements of the Bond Indenture at September 30, 2023.

Changes in long-term liability activity for the fiscal year ended September 30, 2023 were as follows:

| | Beginning Balance | Additions | R | eductions | Ending Balance | ue Within One Year |
|-------------------------------|----------------------|-----------|----|-----------|-------------------|---------------------------|
| Governmental activities | | | | | | |
| Bonds payable: | | | | | | |
| Series 2015 | \$ 8,490,000 | \$ - | \$ | 480,000 | \$ 8,010,000 | \$ 490,000 |
| Less: original issue discount | (14,942) | - | | (1,179) | (13,763) | - |
| Total | \$ 8,475,058 | \$ - | \$ | 478,821 | \$ 7,996,237 | \$ 490,000 |

NOTE 6 – LONG-TERM LIABILITIES (Continued)

| Year ending, | Governmental Activities | | | | | | | | |
|---------------|-----------------------------|----|-----------|----|------------|--|--|--|--|
| September 30: | Principal | | Interest | | Total | | | | |
| 2024 | \$ 490,000 | \$ | 434,286 | \$ | 924,286 | | | | |
| 2025 | 515,000 | | 408,776 | | 923,776 | | | | |
| 2026 | 545,000 | | 381,736 | | 926,736 | | | | |
| 2027 | 570,000 | | 352,808 | | 922,808 | | | | |
| 2028 | 605,000 | | 321,846 | | 926,846 | | | | |
| 2029-2033 | 3,565,000 | | 1,077,478 | | 4,642,478 | | | | |
| 2034-2035 | 1,720,000 | | 142,970 | | 1,862,970 | | | | |
| Total | \$ 8,010,000 | \$ | 3,119,900 | \$ | 11,129,900 | | | | |

At September 30, 2023, the scheduled debt service requirements on the long - term debt were as follows:

NOTE 7 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 8 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT LAKELAND, FLORIDA SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

| | Budgeted Amounts | | | Actual | | Variance with Final Budget - Positive | | |
|---|------------------|--------------|-------|-------------------|----|---|----|----------|
| | Original Final | | Final | Amounts | | (Negative) | | |
| REVENUES Assessments Interest and other revenues | \$ | 391,182 - | \$ | 394,873 22,700 | \$ | 394,873 22,700 | \$ | - |
| Total revenues | | 391,182 | | 417,573 | | 417,573 | | - |
| EXPENDITURES Current: | | | | | | | | |
| General government | | 147,062 | | 165,956 | | 175,615 | | (9,659) |
| Maintenance and operations | | 244,120 | | 322,932 | | 314,550 | | 8,382 |
| Total expenditures | | 391,182 | | 488,888 | | 490,165 | | (1,277) |
| Excess (deficiency) of revenues over (under) expenditures | | - | | (71,315) | | (72,592) | | (1,277) |
| OTHER FINANCING SOURCES (USES) Use of fund balance | | - | | 71,315 | | - | | (71,315) |
| Total other financing sources (uses) | | - | | 71,315 | | - | | (71,315) |
| Net change in fund balances | \$ | | \$ | | | (72,592) | \$ | (72,592) |
| Fund balance - beginning | | | | | | 1,312,224 | | |
| Fund balance - ending | | | | | \$ | 1,239,632 | | |

See notes to required supplementary information



BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT LAKELAND, FLORIDA NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget for the General Fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2023 was amended to increase revenues by \$26,391 and increase appropriations by \$97,706. Actual general fund expenditures for the fiscal year ended September 30, 2023 exceeded appropriations by \$1,277. The over expenditures were funded by available fund balance.

BRIDGEWATER COMMUNITY DEVELOPMENT DISTRICT LAKELAND, FLORIDA OTHER INFORMATION – DATA ELEMENTS REQUIRED BY FL STATUTE 218.39(3)(C) FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023 UNAUDITED

| Element | <u>Comments</u> | | | |
|---|---|--|--|--|
| Number of District employees compensated in the last pay period of the District's fiscal year being reported. | 0 | | | |
| Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported. | 5 | | | |
| Employee compensation | Not applicable | | | |
| Independent contractor compensation | \$4,230.25 | | | |
| Construction projects to begin on or after October 1; (>\$65K) | Not applicable | | | |
| Budget variance report | See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund | | | |
| Ad Valorem taxes; | Not applicable | | | |
| Non ad valorem special assessments; | | | | |
| Special assessment rate | Operations and maintenance - \$35.42 - \$1,556.21 | | | |
| | Debt Service - \$702.67 - \$4,015.27 | | | |
| Special assessments collected | \$1,322,305 | | | |
| Outstanding Bonds: | See Note 6 for details | | | |

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors Bridgewater Community Development District Lakeland, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Bridgewater Community Development District, Lakeland, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our report thereon dated Xxxxx.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

<mark>Xxxxx</mark>

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors Bridgewater Community Development District Lakeland, Florida

We have examined Bridgewater Community Development District, Lakeland, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2023. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2023.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Bridgewater Community Development District, Lakeland, Florida, and is not intended to be and should not be used by anyone other than these specified parties.

<mark>Xxxxx</mark>

MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors Bridgewater Community Development District Lakeland, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Bridgewater Community Development District ("District") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated Xxxxx.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards;* and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated Xxxxx, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.
- II. Status of prior year findings and recommendations.
- III. Compliance with the Provisions of the Auditor General of the State of Florida.

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Bridgewater Community Development District, Lakeland, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Bridgewater Community Development District, Lakeland, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

<mark>Xxxxx</mark>

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2022.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2023.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2023.

- 4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
- 5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
- 6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2023. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
- 7. Management has provided the specific information required by Section 218.39 (3) (c) in the Other Information section of the financial statements on page 23.

SECTION VI

SECTION B

SECTION 1

BrightView

Quality Site Assessment

Prepared for: Bridgewater CDD

General Information

| DATE: | Monday, Apr 08, 2024 |
|-----------------------|-----------------------|
| NEXT QSA DATE: | Tuesday, Jul 09, 2024 |
| CLIENT ATTENDEES: | Thomas Santos |
| BRIGHTVIEW ATTENDEES: | Theodore Katina |

Customer Focus Areas



Quality you can count on.

QUALITY SITE ASSESSMENT Bridgewater CDD

BrightView k

Maintenance Items



1 It's continue to work on crack weeds through property

QUALITY SITE ASSESSMENT Bridgewater CDD

BrightView

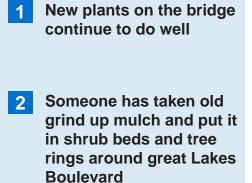
Notes to Owner / Client











1

Sum 41 continues to 3 have sticks surround it not sure what's going on with the repair

Still waiting on approval 4 to lift and thin trees that are unsafe

QUALITY SITE ASSESSMENT Bridgewater CDD

BrightView k

Notes to Owner / Client



5 Still several dead trees that installer put in that need to be replaced

SECTION 2





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

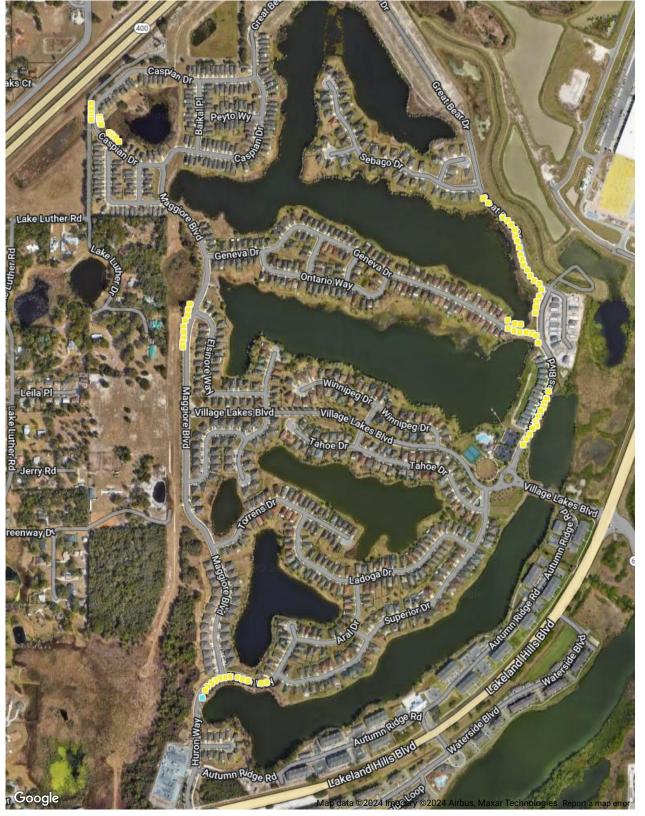
| Species | Qty | Objective | Price |
|--------------------|-----|-----------------|----------|
| Laurel Oak | 1 | Structure Prune | - |
| Quercus laurifolia | | | |
| Established Tree | | | |
| Southern Live Oak | 10 | Crown Raise | - |
| Quercus virginiana | | | |
| Established Tree | | | |
| Southern Live Oak | 70 | Structure Prune | - |
| Quercus virginiana | | | |
| Established Tree | | | |
| Total | | | \$14,500 |
| | | | |

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



Legend (81)

Southern Live Oa... (80)



Bridgewater CDD

Bridgewater CDD - Ph 1 - Hardwood Pruning



December 18, 2023

Quercus laurifolia ID# 254 Laurel Oak



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 tuilities 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.
- 9. 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.
- 13. **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 Dervices" 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 shuthin fitteen (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.

Customer

Signature

April 17, 2024

Printed Name

. , Date

BrightView Tree Care Services

Michael Provencher

Michael Provencher

April 17, 2024

Signature

Date

April 17, 2024

Printed Name

Date

SECTION 3





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

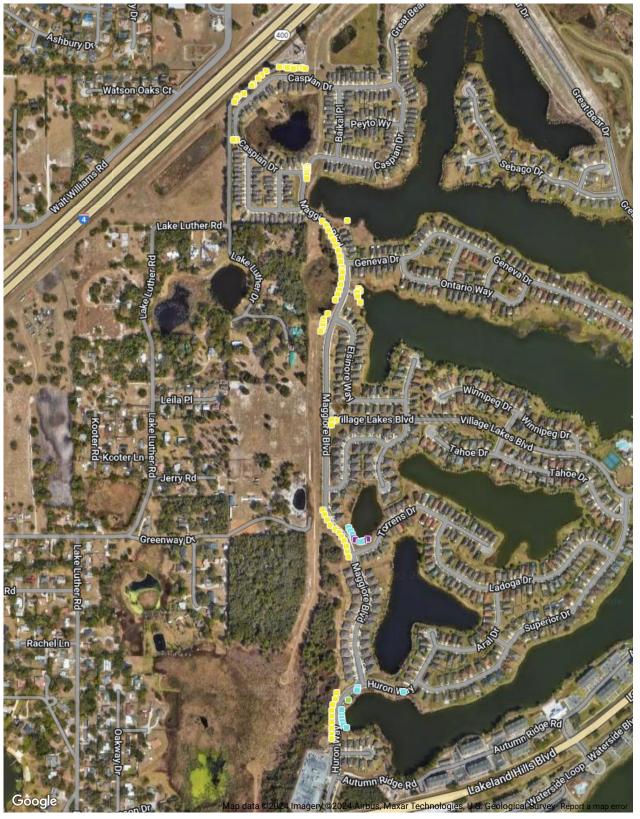
| Species | Qty | Objective | Price |
|---|-----|-----------------|----------|
| Drake Chinese Elm Ulmus parvifolia cv. Drake | 5 | Structure Prune | - |
| Laurel Oak Quercus laurifolia | 1 | Structure Prune | - |
| Southern Live Oak Quercus virginiana | 4 | Crown Raise | - |
| Southern Live Oak Quercus 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



Legend (99)

Southern Live Oa... (80)
Sweet Gum (13)
Drake Chinese El... (5)
Laurel Oak (1)



Bridgewater CDD

Bridgewater CDD - Phase 2 - Structural Prune



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 tuilities 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.
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- 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.
- 8. Taxes: Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
- 9. 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.
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- 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 Dervices" 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 shuthin 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.

Customer

Signature

February 9, 2024

Printed Name

Date

BrightView Tree Care Services

Michael Provencher

February 9, 2024

Signature

Date

Michael Provencher

February 9, 2024

Printed Name

Date

SECTION F

SECTION 1

Bridgewater CDD Field Management Report



April 24th, 2024

Tom Santos

Field Services Manager

Upcoming

Lakeside Dock with Ramp

- The dock is extremely worn with many tripping hazards.
- The ramp attached is not flush with the dock.
- The railings are not sturdy, which is dangerous.



Drains

- The Drainage seems to be clogged in several areas.
- Many of the Drains are major tripping and easement hazards.
- Some covers are just outright broken.



3

Pond A

- Pond A has reached a state of severe overgrowth.
- There are several Native species of plant, so removal must be delicate.
- A clean up and replant is recommended to look symmetrical with other ponds.



In Conclusion

For any questions or comments regarding the above information, please contact me by email at <u>tsantos@gmscfl.com</u>. Thank you.

Respectfully,

Thomas Santos