



Rizzetta & Company

Bridgewater North Community Development District

Board of Supervisors' Meeting

July 21, 2021

**District Office:
2806 N. Fifth Street, Unit 403
St. Augustine, Florida 320
Phone: 0 6 62 0**

**BRIDGEWATER NORTH
COMMUNITY DEVELOPMENT DISTRICT
AGENDA**

July 21, 2021 at 11:00 a.m.

Offices of DR Horton, Jacksonville
4220 Race Track Road, St. Johns, FL 32259

| | | |
|--------------------------------------|--|--|
| District Board of Supervisors | Robert Porter Sarah Wicker Bradley England James Teagle Chris Williams | Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary |
| District Manager | Melissa Dobbins | Rizzetta & Company, Inc. |
| District Counsel | Katie Buchanan | Hopping Green & Sams |
| Interim Engineer | Timothy Adkinson | Adkinson Engineering |

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

The first section of the meeting is called Public Comments, which is the portion of the agenda where individuals may make comments. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

July 14, 2021

**Board of Supervisors
Bridgewater North Community
Development District**

AGENDA

Dear Board Members:

The **special** meeting of the Board of Supervisors' of the Bridgewater North Community Development District will be held on **Wednesday, July 21, 2021 at 11:00 a.m.** to be held at the Offices of DR Horton located at 4220 Race Track Road, St Johns, FL 32259. The following is the tentative agenda for the meeting.

ORGANIZATIONAL MEETING

1. **CALL TO RODER/ROLL CALL**
2. **PUBLIC COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Administration of Oath of Office.....Tab 1
 - B. Consideration of Resolution 2021-29, Certifying Landowner Results.....Tab 2
 - C. Consideration of Resolution 2021-30, ReDesignating Officers.....Tab 3
 - D. Consideration of the Minutes of the Board of Supervisors' Organizational Meeting held on May 26, 2021.....Tab 4
4. **STAFF REPORTS**
 - A. District Counsel
 - 1.) Update on E-Verify.....Tab 5
 - B. Interim Engineer
 - C. District Manager
 - 1.) Consideration of Resolution 2021-31, Amending District Management Resolution.....Tab 6
5. **BUSINESS ITEMS**
 - A. *Consideration of District Engineer Report (Under Separate Cover)*
 - B. Consideration of Master Special Assessment Allocation Report.....Tab 7
 - C. *Consideration of Resolution 2021-26, Declaring Special Assessments (Under Separate Cover)*
 - D. *Consideration of Resolution 2021-27, Setting Public Hearing on Special Assessments (Under Separate Cover)*
 - E. Ratification of Egis Proposal.....Tab 8
6. **AUDIENCE COMMENTS AND SUPERVISOR REQUEST**
7. **ADJOURNMENT**

CALL TO ORDER / ROLL CALL

Audience Comments on Agenda Items

BUSINESS ADMINISTRATION

Tab 1

**BRIDGEWATER NORTH
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing oath was administered before me by means of physical presence or online notarization this _____ day of _____, 202____, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Bridgewater North Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

Tab 2

RESOLUTION 2021-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Bridgewater North Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within St. Johns County, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on July 21, 2021, the minutes of which are attached hereto as **Exhibit A**, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

SECTION 1. The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

| | |
|-------|--------|
| _____ | Seat 1 |
| _____ | Seat 2 |
| _____ | Seat 3 |
| _____ | Seat 4 |
| _____ | Seat 5 |

SECTION 2. In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

| | |
|-------|-------------|
| _____ | 4 Year Term |
| _____ | 4 Year Term |
| _____ | 2 Year Term |
| _____ | 2 Year Term |
| _____ | 2 Year Term |

SECTION 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 21st day of July, 2021.

ATTEST:

**BRIDGEWATER NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A
Minutes of Landowners Election

Tab 3

RESOLUTION 2021-30

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Bridgewater North Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within St. Johns County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to re-designate certain Officers of the District.

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

SECTION 1. _____ is appointed Chairman.

SECTION 2. _____ is appointed Vice Chairman.

SECTION 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chairman, Vice-Chairman and Assistant Secretaries; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 21st day of July, 2021.

ATTEST:

BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Tab 4

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**BRIDGEWATER NORTH
COMMUNITY DEVELOPMENT DISTRICT**

The organizational meeting of the Board of Supervisors of the Bridgewater North Community Development District was held on **May 26, 2021 at 11:00 a.m.** the Offices of DR Horton located at 4220 Race Track Road, St Johns, FL 32259. Following is the agenda for the meeting.

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|----------------|----------------------------|
| Robert Porter | Chairman |
| Sarah Wicker | Vice Chairman |
| Brad England | Assistant Secretary |
| Chris Williams | Assistant Secretary |
| James Teagle | Assistant Secretary |

Also present were:

| | |
|-----------------|--|
| Melissa Dobbins | District Manager, Rizzetta & Company, Inc. |
| Katie Buchanan | District Counsel, Hopping Green & Sams |
| Bill Johnson | Manager, District Financial Services, Rizzetta & Company, Inc. (via speakerphone) |
| Dylan Schwartz | Investment Banking Analyst, FMS Bonds (via speakerphone) |
| Jon Kessler | Investment Banking Analyst, FMS Bonds (via speakerphone) |

There were no audience members present.

FIRST ORDER OF BUSINESS

Call to Order

Ms. Dobbins called the meeting to order at 11:00 a.m.

SECOND ORDER OF BUSINESS

Public Comment Period

No audience present.

THIRD ORDER OF BUSINESS

Oath of Office for Supervisors

50 Mr. Porter, Ms. Wicker, Mr. Teagle, Mr. England and Mr. Williams were all present and listed as
51 the five Supervisors on the Petition to Establish and Ms. Dobbins administered oaths of office to
52 all five (5).

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54 **FOURTH ORDER OF BUSINESS** **Review of Chapter 190, Florida**
55 **Statutes**

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57 Mr. Porter and Ms. Buchanan reviewed the Florida Statutes, Chapter 190.

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59 **FIFTH ORDER OF BUSINESS** **Review of Guide to Sunshine**
60 **Amendment and Code of Ethics for**
61 **Public Officers and Employees**
62 **(Under Separate Cover)**

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64 Mr. Porter and Ms. Buchanan reviewed Guide to Sunshine Amendment and Code of Ethics for
65 Public Officers and Employees.

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67 **SIXTH ORDER OF BUSINESS** **Consideration of Resolution 2021-01,**
68 **Appointment of Officers**

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70 On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board
71 adopted Resolution 2021-01, appointing Bob Porter as Chairman, Sarah Wicker as
72 Vice Chairman and Brad England, Chris Williams, James Teagle, Melissa Dobbins
73 and Lesley Gallagher as Assistant Secretaries, Mr. Schleifer as Secretary, Mr.
Brizendine as Treasurer and Mr. Wildermuth as Assistant Treasurer for Bridgewater
North Community Development District.

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75 **SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2021-02,**
76 **Appointment of District Manager**

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78 On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board
79 adopted Resolution 2021-02, appointing Rizzetta and Company as District Manager
80 and approving Rizzetta's District Manager Agreement for Bridgewater North
81 Community Development District.

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83 **EIGHTH ORDER OF BUSINESS** **Consideration of Resolution 2021-03,**
84 **Appointment of District Counsel**

85
86 On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board
87 adopted Resolution 2021-03, appointing Hopping Green & Sams as District Counsel
88 and approved Hopping's Engagement Agreement for Bridgewater North Community
89 Development District.

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91 **NINTH ORDER OF BUSINESS** **Consideration of Resolution 2021-04,**
92 **Designating Registered Agent and**
93 **Registered Office**

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-04, Designating Bill Rizzetta as the Registered Agent of the District at the Location 3434 Colewell Ave., Suite 200, Tampa, Florida 33614 for Bridgewater North Community Development District.

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TENTH ORDER OF BUSINESS

**Consideration of Resolution 2021-05,
Designating Primary Administrative
Office and Local Records Office**

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-05, Designating the Local Records Office as Rizzetta's St. Augustine office located at 2806 North Fifth Street, Unit 403, St. Augustine, Florida 32084 for Bridgewater North Community Development District.

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ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2021-06,
Adopting a Policy for Public
Comment Period**

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-06, Adopting a Comment Period for Bridgewater North Community Development District.

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TWELFTH ORDER OF BUSINESS

**Consideration of Resolution 2021-07,
Adopting Investment Guidelines**

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-07, Adopting Investment Guidelines for Bridgewater North Community Development District.

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THIRTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2021-08,
Adopting Prompt Payment Policies**

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-08, Adopting Prompt Payment Policies for Bridgewater North Community Development District.

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FOURTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2021-09,
Adopting Internal Controls Policy**

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-09, Adopting Internal Controls Policy for Bridgewater North Community Development District.

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FIFTEENTH ORDER OF BUSINESS

Consideration of Retention of Interim Engineer

- 1.) Consideration of Interim Engineer Agreement
- 2.) Authorization for Request for Qualifications for District Engineer and Approval of Evaluation Criteria for Same

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board approved Interim Engineer Agreement with Adkinson Engineering, P.A. and approved Staff to advertise for the RFQ for District Engineering Services for Bridgewater North Community Development District.

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SIXTEENTH ORDER OF BUSINESS

Discussion of Technology Services Proposal

Ms. Dobbins reviewed services regarding the website development and maintenance, along with email services. The Board declined the email services. Ms. Dobbins also stated this agreement will be an Addendum to the District Manager Agreement with Rizzetta.

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board Approved the First Addendum for Professional District Services for Technology Services, as amended, for Bridgewater North Community Development District.

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SEVENTEENTH ORDER OF BUSINESS

Organizational Resolutions

- 1.) Consideration of Travel Policy

The Board of Supervisors' adopted Travel Reimbursement Policy, 2021-10

- 2.) Consideration of Adopting a Policy for Legal Defense of Board Member and Officers and Discussion of Public Officers Liability Insurance, 2021-11

Ms. Dobbins reviewed the Insurance Proposal for the Board and General Liability and POL will have a premium of \$1,775 for the remainder of Fiscal Year 2021 and for Fiscal Year 2022 the estimate would be \$5,000.

The Board of Supervisors adopted Resolution 2021-11.

- 3.) Consideration of Resolution 2021-12, Ratifying Recording of Notice of Establishment

The Board of Supervisors adopted Resolution 2021-12.

- 4.) Adopt Records Retention Schedule, 2021-13

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The Board of Supervisors adopted Resolution 2021-13.

5.) Authorizing Chair and Vice Chairman to Execute Plats, Permits and Deeds, 2021-14

The Board adopted Resolution 2021-14, authorizing Chairman and Vice Chairman to Execute Plats, Permits and Deeds.

Ms. Buchanan requested that the District Engineer and District Counsel get noticed before anything does get executed per the Resolution.

The Board moved to agenda item E7.

7.) Consideration of Establishment of Audit Committee and Setting the First meeting.

i. Authorization for Request for Proposals for Auditing Services

The Board selected themselves to be the Audit Committee and the First Audit Committee Meeting will be held prior to the next meeting.

8.) Approving Fiscal Year 2020-2021 Proposed Budget and Setting Public Hearing, 2021-16

i. Consideration of Fiscal Year 2020-2021 Budget Funding Agreement

The Board approved Fiscal Year 2021 Proposed Budget and set the Public Hearing for August 24, 2021 at the Office of DR Horton, 4220 Race Track Road, St. Johns FL 32259 at 10:45 a.m. The Board also approved the Funding Agreement for Fiscal Year 2020-2021.

9.) Approving Proposed Budget Fiscal Year 2021-2022 and Setting Public Hearing, 2021-17

The Board approved Fiscal Year 2021-2022 Proposed Budget and set the Public Hearing for August 24, 2021 at the Office of DR Horton, 4220 Race Track Road, St. Johns FL 32259 at 10:45 a.m.

10.) Setting a Public Hearing and Authorizing Publication of Notice of Public Hearing on Rules of Procedure, 2021-18

The Board set the Public Hearing on Rules of Procedure for August 24, 2021 at the Office of DR Horton, 4220 Race Track Road, St. Johns FL 32259 at 10:45 a.m.

11.) Setting a Public Hearing and Authorizing Publication of Notice of Public Hearing on Uniform Method of Collection, 2021-19

The Board set the Public Hearing on Uniform Method of Collection for August 24, 2021 at the Office of DR Horton, 4220 Race Track Road, St. Johns FL 32259, at 10:45 a.m.

12.) Setting a Landowners Election, 2021-20

The Board set the Landowners Election for June 29, 2021 at the Office of DR Horton, 4220 Race Track Road, St. Johns FL 32259, at 10:45 a.m

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On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-10, Adopting Travel Reimbursement Policy for Bridgewater North Community Development District.

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On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-11, Adopting a Policy for Legal Defense of Board Members and Officers for Bridgewater North Community Development District.

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On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-12, Ratifying Recording of Notice of Establishment for Bridgewater North Community Development District.

201

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-13, Adopting Records Retention following State guidelines of not keeping documents when not required for Bridgewater North Community Development District.

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On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-14, Authorizing Chairman and Vice Chairman to Execute Plats, Permits and Deeds for Bridgewater North Community Development District.

203

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-16, Setting Public Hearing and Adopting Proposed Budget for Fiscal Year 2020-2021 for Bridgewater North Community Development District.

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On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board approved of Fiscal Year 2020-2021 Funding Agreement for Bridgewater North Community Development District.

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On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-17, Setting Public Hearing and Adopting Proposed Budget for Fiscal Year 2021-2022 for Bridgewater North Community Development District.

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On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-18, Setting a Public Hearing and Authorizing Publication of Notice of Public Hearing on Rules of Procedure for Bridgewater North Community Development District.

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-19, Setting a Public Hearing and Authorizing Publication of Notice of Public Hearing on Uniform Method of Collection for Bridgewater North Community Development District.

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On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-20, Setting Landowners Election for Bridgewater North Community Development District.

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EIGHTEENTH ORDER OF BUSINESS

Resolutions Related to Banking

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1.) Select District Depository, 2021-21

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The Board of Supervisors adopted Resolution 2021-21 and approved Suntrust as the District's Depository.

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2.) Authorize Bank Account Signatories, 2021-22

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The Board of Supervisors adopted Resolution 2021-22 designating Chairman, Vice Chairman, Secretary, Treasurer and Assistant Treasurer as Account Signatoires.

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3.) Approve Disbursement for Expenses, 2021-23

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The Board of Supervisors adopted Resolution 2021-23.

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On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-21, Select District Depository for Bridgewater North Community Development District.

225

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-22, Authorize Bank Account Signatories for Bridgewater North Community Development District.

226

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-23, Approve Disbursement for Expenses for Bridgewater North Community Development District.

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NINTEENTH ORDER OF BUSINESS

Bond Financing Related Matters

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1.) Bond Financing Team Funding Agreement

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On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board approved Bond Financing Team Funding Agreement for Bridgewater North Community Development District.

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2.) Appointing Financing Team, 2021-24

237

i. Investment Banker Agreement

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On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-24, appointing FMS as Investment Banker and approving their agreement for Bridgewater North Community Development District.

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3.) Appointing Bond Counsel, 2021-25

241

i. Bond Counsel Agreement

242

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-25, appointing Nabors, Giblin & Nickers as Bond Counsel and approving their proposal for Bridgewater North Community Development District.

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4.) *Consideration of Retention of Assessment Consultant (Under Separate Cover)*

245

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board approved Retention of Assessment Consultant, in substantial form, and authorized the chairman to execute agreement in its final form for Bridgewater North Community Development District.

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5.) Consideration of Trustee

248

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board authorized the District to use US Bank for Trustee Services for Bridgewater North Community Development District.

249

6.) *Consideration of Engineer's Report (Under Separate Cover)*

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This item was tabled.

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7.) Consideration of Master Special Assessment Allocation Report

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255

This item was tabled.

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8.) *Declaring Special Assessments, 2021-26 (Under Separate Cover)*

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This item was tabled.

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9.) *Setting Public Hearing on Special Assessments, 2021-27 (Under Separate Cover)*

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262

This item was tabled.

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264

10.) Authorizing the Issuance of Bonds, Approving Form of Indenture and Authorizing the Commencement of Validation Proceedings, 2021-28

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On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-28, Authorizing the Issuance of Bonds,, Approving Form of Indenture and Authorizing the Commencement of Validation Proceedings for

Bridgewater North Community Development District.

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11.) Consideration of Funding Request

The Board approved the funding request, as presented, but noted all funding request invoices Need to be in the name of Forestar.

TWENTIETH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
The Board discussed the Fiscal Year 2021 meeting schedule.

The Board moved to agenda item E6.

TWENTY-FIRST ORDER OF BUSINESS

Organizational Resolutions

6.) Consideration of Resolution 2021-15, Designating Date, Time and Location of Regular Fiscal Year 2020-2021 Meetings.

The Board approved meeting schedule to be the fifth (5th) Wednesday in June and then the fourth (4) Wednesday for remaining months of Fiscal Year 2021 at the Offices of DR Horton located at 4220 Race Track Road, St. Johns FL 32259 at 10:45 a.m.

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2021-15, Designating Date, Time and Location of Regular Fiscal Year Meetings for Bridgewater North Community Development District.

TWENTY-SECOND ORDER OF BUSINESS

Staff Reports

- B. Interim District Engineer
Not Present.
- C. District Manager
No Report.

TWENTY-THIRD ORDER OF BUSINESS

Audience Comments and Supervisor Request

No audience present.

No Supervisors comments.

TWENTY-FOURTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 11:30 a.m. at for Bridgewater North Community Development District.

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DRAFT

Secretary / Assistant Secretary

Chairman / Vice Chairman

STAFF REPORTS

District Counsel

Tab 5



Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

| E-Verify Employer | |
|--|-------|
| Name (Please Type or Print) | Title |
| Signature | Date |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print) | Title |
| Signature | Date |

| Information Required for E-Verify | |
|--|--|
| Information relating to your Company: | |
| Company Name: | |
| Company Facility Address: | |
| Company Alternate Address: | |
| County or Parish: | |

| Employer Identification Number: | | | | | | | |
|--|-----------------|---------|-----------------|---------|--|--|--|
| North American Industry Classification Systems Code: | | | | | | | |
| Parent Company: | | | | | | | |
| Number of Employees: | | | | | | | |
| Number of Sites Verified for: | | | | | | | |
| <p>Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:</p> <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | | State | Number of sites | Site(s) | | | |
| State | Number of sites | Site(s) | | | | | |
| | | | | | | | |

| | |
|--|--|
| Information relating to the Program Administrator(s) for your Company on policy questions or operational problems: | |
| Name: | |
| Telephone Number: | |
| Fax Number: | |
| E-mail Address: | |

| | |
|-------------------|--|
| Name: | |
| Telephone Number: | |
| Fax Number: | |
| E-mail Address: | |

Interim Engineer

District Manager

Tab 6

RESOLUTION 2021-31

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT RESCINDING RESOLUTION 2021-02 IN ITS ENTIRETY; APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER AND ASSESSMENT CONSULTANT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District has previously adopted Resolution 2021-02, appointing a district manager, financial disclosure coordinator and financial advisor, which the District desires to rescind in its entirety and replace with this Resolution; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) must employ and fix compensation of a “**District Manager**,” and

WHEREAS, the Board desires to appoint an “**Assessment Consultant**” to advise regarding the proposed issuance of special assessment bonds and other financing methods for District improvements; and

WHEREAS, the Board has determined that the appointment of a District Manager and Assessment Consultant is necessary, appropriate and in the District’s best interests; and

WHEREAS, the Board desires to appoint a District Manager, and Assessment Consultant, and to provide compensation for their services.

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

1. RESCINDMENT OF RESOLUTION 2021-02. Resolution 2021-02 adopted by the Board on May 26, 2021, is hereby superseded and rescinded in its entirety.

2. APPROVAL OF MANAGEMENT AGREEMENT. Rizzetta & Company, Inc., is appointed as District Manager and Assessment Consultant, and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.

[CONTINUED ON NEXT PAGE]

3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 21st day of July, 2021.

ATTEST:

**BRIDGEWATER NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair

Exhibit A: District Manager Fee Agreement

Business Items

*Consideration of District Engineer
Report
(Under Separate Cover)*

Tab 7



Rizzetta & Company

Bridgewater North Community Development District

Master Special Assessment Allocation Report

12750 Citrus Park Lane
Suite 115
Tampa, FL 33625
www.rizzetta.com

May 26, 2021

BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT
 MASTER SPECIAL ASSESSMENT ALLOCATION REPORT

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I. INTRODUCTION

This Master Special Assessment Allocation Report is being presented in anticipation of financing a capital infrastructure project by the Bridgewater North Community Development District (“District”), a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. Rizzetta & Company, Inc. has been retained to prepare a methodology for allocating the special assessments related to the District’s infrastructure project.

The District plans to issue bonds in one series to fund a portion of the capital infrastructure project, also known as the Capital Improvement Program. This report will detail the maximum parameters for the future financing program the District will undertake, as well as determine the manner in which the special assessments will be allocated among all the landowners that will benefit from the capital infrastructure project.

II. DEFINED TERMS

“Capital Improvement Program” – (or “CIP”) Construction and/or acquisition of public infrastructure planned for the District, as specified in the Engineer’s Report dated May 26, 2021.

“Developer” – Forestar (USA) Real Estate Group, Inc.

“District” – Bridgewater North Community Development District

“Equivalent Assessment Unit” – (EAU) Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District’s CIP on a particular land use, relative to other land uses.

“Maximum Assessments” – The maximum amount of special assessments to be levied against a parcel in relation to the CIP.

“Platted Units” – Lands configured into their intended end-use and subject to a recorded plat.

“Unplatted Parcels” – Undeveloped lands or parcels not yet subject to a recorded plat in their final end-use configuration.

III. DISTRICT INFORMATION

Bridgewater North Community Development District was established by St. Johns County on May 18, 2021, pursuant to the County Ordinance No. 2021-___. The District encompasses approximately 143.98 acres. The current development plan for the District includes approximately 800 residential units. The District is generally located southeast of County Road 210 W, north of Linda Lake Lane, east of Interstate 95 and west of undeveloped lands.

IV. CAPITAL IMPROVEMENT PROGRAM

The District’s Capital Improvement Program (“CIP”) includes, but is not limited to, clearing



Rizzetta & Company

and earthwork, stormwater management improvements, roadway improvements, water/sewer, electrical and street lighting, landscaping/entranceway and recreation facilities. The total CIP is estimated to cost \$21,088,691 as shown in detail on Table 2. The estimated construction costs of the CIP identified above were provided by the District's engineer in their report dated May 26, 2021 ("Engineer's Report"). The cost estimates include the Current District Costs as identified in the Engineer's Report. It is expected that the District will issue special assessment revenue bonds in the immediate future to fund a portion of the CIP, with the balance funded by the Developer, future bonds, or other sources.

V. MASTER ASSESSMENT ALLOCATION – MAXIMUM ASSESSMENTS

Unlike property taxes, which are ad valorem in nature, a community development district may levy special assessments under Florida Statutes Chapters 170, 190 and 197 only if the parcels to be assessed receive special benefit from the infrastructure improvements acquired and/or constructed by the district. Special benefits act as a logical connection to property from the improvement system or services and facilities being constructed. These special benefits are peculiar to lands within the district and differ in nature to those general or incidental benefits that landowners outside the district or the general public may enjoy. A district must also apportion or allocate its special assessments so that the assessments are fairly and reasonably distributed relative to the special benefit conferred. Generally speaking, this means the amount of special assessment levied on a parcel should not exceed the amount of special benefit received by that parcel. A district typically may develop and adopt an assessment methodology based on front footage, square footage, or any other reasonable allocation method, so long as the assessment meets the benefit requirement, and so long as the assessments are fairly and reasonably allocated.

A. Benefit Analysis

Improvements undertaken by the District, as more clearly described in the Engineer's Report, create both special benefits and general benefits. The general benefits also inure to the general public at large and are incidental and distinguishable from the special benefits which accrue to the specific property within the boundaries of the District, or more precisely defined as the land uses which specifically receive benefit from the CIP as described in the report.

It is anticipated that the projects included in the CIP will provide special benefit to the lands within the District. These infrastructure projects are a District-wide system of improvements and were designed specifically to facilitate the development of District properties into a viable community, from both a legal and socio-economic standpoint. Therefore, special benefits will accrue to the land uses within the District.

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two requirements are met, Florida law provides the District's board of supervisors with the ability to use discretion in determining the allocation of the assessments as long as the manner in which the board allocates the assessments is fairly and reasonably determined.



Florida Statute 170.201 states that the governing body of a municipality may apportion costs of such special assessments based on:

- (a) The front or square footage of each parcel of land; or
- (b) An alternative methodology, so long as the amount of the assessment for each parcel of land is not in excess of the proportional benefits as compared to other assessments on other parcels of land.

Based on discussions with the District's engineer, evaluation of the Engineer's Report, as well as discussions with other District staff and the Developer regarding the project, it has been determined that the manner to allocate the assessments for this bond issuance is to be based on an equally-assigned basis for each Platted Unit. This method of EAU allocation meets statutory requirements and is generally accepted in the industry. Table 3 demonstrates the allocation of the estimated costs allocated to the various planned unit types for each project. The costs are allocated using EAU factors, with each product type having been assigned a factor of 1.0 to equally assign the costs.

B. Anticipated Bond Issuance

As described above, it is expected that the District will issue bonds in one or more series to fund a portion of the CIP. Notwithstanding the description of the Maximum Assessments below, landowners will not have a payment obligation until the issuance of bonds, at which time the fixed assessment amounts securing those bonds, as well as a collection protocol, will be determined. Please note that the preceding statement only applies to capital assessments and shall have no effect on the ability of the District to levy assessments and collect payments related to the operations and maintenance of the District.

A maximum bond sizing has been provided on Table 4. This maximum bond amount has been calculated using conservative financing assumptions and represents a scenario in which the entire CIP is funded with bond proceeds. However, the District is not obligated to issue bonds at this time, and similarly may choose to issue bonds in an amount lower than the maximum amount, which is expected. Furthermore, the District may issue bonds in various par amounts, maturities, and structures up to the maximum principal amount. Table 5 represents the Maximum Assessments necessary to support repayment of the maximum bonds.

C. Maximum Assessment Methodology

Initially, the District will be imposing a master Maximum Assessment lien based on the maximum benefit conferred on each parcel by the CIP. Accordingly, Table 6 reflects the Maximum Assessments per Platted Unit. Because the District may issue bonds in various par amounts, maturities and structures, the special assessments necessary to secure repayment of those bonds will not exceed the amounts on Table 6. It is expected that the standard long-term special assessments borne by property owners will be lower than the amounts in Table 6 and will reflect assessment levels which conform with the current market.



The lands subject to the Maximum Assessments are currently Unplatted Parcels. Assessments will be initially levied on these Unplatted Parcels on an equal assessment per acre basis. At the time parcels are platted or otherwise subdivided into Platted Units, individual Maximum Assessments will be assigned to those Platted Units at the per-unit amounts described in Table 6, thereby reducing the Maximum Assessments encumbering the Unplatted Parcels by a corresponding amount. Any unassigned amount of Maximum Assessments encumbering the remaining Unplatted Parcels will continue to be calculated and levied on an equal assessment per acre basis.

In the event an Unplatted Parcel is sold to a third party not affiliated with the Developer, Maximum Assessments will be assigned that Unplatted Parcel based on the maximum total number of Platted Units assigned by the Developer to that Unplatted Parcel. The owner of that Unplatted Parcel will be responsible for the total assessments applicable to the Unplatted Parcel, regardless of the total number of Platted Units ultimately platted. These total assessments are fixed to the Unplatted Parcel at the time of sale. If the Unplatted Parcel is subsequently sub-divided into small parcels, the total assessments initially allocated to the Unplatted Parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e. equal assessment per acre until platting).

In the event that developable lands that derive benefit from the CIP are added to the District's boundaries, whether by boundary amendment or increase in density, Maximum Assessments will be allocated to such lands, pursuant to the methodology described herein.

VI. ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff, including the District's engineer, District's underwriter and the Developer. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Inc. makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

Rizzetta & Company, Inc., does not represent the District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the District with financial advisory services or offer investment advice in any form.



EXHIBIT A:

ALLOCATION METHODOLOGY



Rizzetta & Company

**BRIDGEWATER NORTH
COMMUNITY DEVELOPMENT DISTRICT
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

TABLE 1: DEVELOPMENT PLAN

| PRODUCT | TOTAL | |
|----------------|--------------|-------|
| TOWNHOMES | 800 | Units |
| TOTAL: | 800 | |

**BRIDGEWATER NORTH
COMMUNITY DEVELOPMENT DISTRICT
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

| TABLE 2: TOTAL EXPANSION CIP COST DETAIL | |
|---|------------------------|
| COSTS | TOTAL |
| Clearing & Earthwork | \$3,410,603.24 |
| Storm Drainage | \$2,893,652.32 |
| Roadways and Sidewalks | \$2,004,421.89 |
| Wastewater Collection | \$1,953,828.12 |
| Potable Water | \$1,477,632.16 |
| Moon Bay Parkway | \$791,808.39 |
| Moon Bay Parkway Extension | \$547,200.00 |
| Landscaping | \$2,239,560.58 |
| Entry Signage, Fencing & Fountains | \$697,080.00 |
| Amenity | \$2,910,000.00 |
| Tree Mitigation | \$632,735.00 |
| Wetland Mitigation | \$563,832.00 |
| CR 210 & Moon Bay Parkway Traffic Signal | \$678,325.00 |
| County Road 210 Roadway | \$288,012.56 |
| Total Costs | \$21,088,691.26 |

NOTE: Infrastructure cost estimates provided by District Engineer.

**BRIDGEWATER NORTH
COMMUNITY DEVELOPMENT DISTRICT
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

TABLE 3: TOTAL EXPANSION CIP COST ALLOCATION

| <u>DESCRIPTION</u> | <u>EAU FACTOR</u> | <u>UNITS</u> | <u>TOTAL COSTS</u> | <u>PER UNIT COSTS</u> |
|--------------------|-------------------|--------------|------------------------|-----------------------|
| TOWNHOMES | 1.00 | 800 | \$21,088,691.26 | \$26,360.86 |
| | | <u>800</u> | <u>\$21,088,691.26</u> | |

**BRIDGEWATER NORTH
COMMUNITY DEVELOPMENT DISTRICT
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

TABLE 4: FINANCING INFORMATION - MAXIMUM BONDS

| | | |
|--------------------------------------|---------------------------------|--------------------------------|
| Maximum Coupon Rate | | 6.000% |
| Maximum Annual Debt Service ("MADS") | | \$1,974,040 |
| SOURCES: | | |
| | MAXIMUM PRINCIPAL AMOUNT | <u>\$27,170,000</u> (1) |
| | Total Net Proceeds | \$27,170,000 |
| USES: | | |
| | Construction Account | (\$21,088,691) |
| | Debt Service Reserve Fund | (\$1,974,040) |
| | Capitalized Interest (24 mos) | (\$3,260,400) |
| | Costs of Issuance | <u>(\$846,869)</u> |
| | Total Uses | (\$27,170,000) |

(1) The District is not obligated to issue this amount of bonds.

TABLE 5: FINANCING INFORMATION MAXIMUM ASSESSMENTS

| | | |
|---|----|------------------------|
| Maximum Interest Rate | | 6.000% |
| Aggregate Initial Principal Amount | | \$27,170,000 |
| Aggregate Annual Installment | | \$1,974,040.00 (1) |
| Estimated County Collection Costs | 2% | \$42,000.85 |
| Estimated Early Payment Discounts | 4% | <u>\$84,001.70</u> (2) |
| Estimated Total Annual Installment | | \$2,100,042.55 (3) |

(1) Based on MADS for the Maximum Bonds.

(2) May vary as provided by law.

**BRIDGEWATER NORTH
COMMUNITY DEVELOPMENT DISTRICT
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

TABLE 6: ASSESSMENT ALLOCATION - MAXIMUM ASSESSMENTS ⁽¹⁾

| PRODUCT | UNITS | EAU | PRODUCT TOTAL PRINCIPAL ⁽²⁾ | PER UNIT PRINCIPAL | PRODUCT ANNUAL INSTLMT. ⁽²⁾⁽³⁾ | PER UNIT INSTLMT. ⁽³⁾ |
|----------------|--------------|------------|---|-------------------------------|--|---|
| TOWNHOMES | 800 | 1.00 | \$27,170,000.00 | \$33,962.50 | \$2,100,042.55 | \$2,625.05 |
| TOTAL | 800 | | \$27,170,000.00 | | \$2,100,042.55 | |

(1) Represents maximum assessments based on allocation of the construction costs. Actual imposed amounts expected to be lower.

(2) Product total shown for illustrative purposes only and are not fixed per product type.

(3) Includes early payment discounts, which may fluctuate.

**BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT
MAXIMUM ASSESSMENT LIEN ROLL**

| Parcel | Acreage | Maximum Principal | Max. Annual Installment |
|--------------------------------|----------------|--------------------------|--------------------------------|
| See attached legal description | | \$27,170,000.00 | \$2,100,042.55 |

| | | | |
|---------------|-------------|------------------------|-----------------------|
| TOTALS | 0.00 | \$27,170,000.00 | \$2,100,042.55 |
|---------------|-------------|------------------------|-----------------------|

Exhibit A
Bridgewater North CDD

LEGAL DESCRIPTION:

A PORTION OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 16, THENCE S89°21'11"W, ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE OF 2319.38 FEET TO THE WEST LINE OF SAID SECTION 16; THENCE N01°05'33"W, ALONG SAID WEST LINE, A DISTANCE OF 1315.78 FEET; THENCE N89°03'24"E, DEPARTING SAID WEST LINE, A DISTANCE OF 254.98 FEET TO A POINT ON A LINE BEING DESCRIBED IN A BOUNDARY LINE AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 837, PAGE 599 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG SAID LINE DESCRIBED IN SAID BOUNDARY LINE AGREEMENT, THE FOLLOWING FIVE (5) COURSES: COURSE ONE (1): N01°23'57"W, 446.68 FEET; COURSE TWO (2): N29°31'47"W, 568.90 FEET; COURSE THREE (3): N82°10'13"W, 272.28 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 270.30 FEET; COURSE FOUR (4): NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N75°07'06"W, 66.37 FEET; COURSE FIVE (5): S02°37'36"E, DEPARTING SAID CURVE, A DISTANCE OF 33.90 FEET TO A POINT ON THE SOUTH LINE OF C.E. WILSON ROAD (A PRIVATE 50' RIGHT OF WAY AS SHOWN ON A MAP BY RICARDO EDRALIN, REGISTERED LAND SURVEYOR NUMBER 3274, DATED 6-1986), SAID POINT LYING ON A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 295.30 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 84.45 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N62°35'12"W, 84.16 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE N54°23'38"W, ALONG SAID SOUTH LINE OF C.E. WILSON, A DISTANCE OF 305.47 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3962, PAGE 1271 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE N57°41'05"W, ALONG THE NORTHEASTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 301.05 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A 100' RIGHT OF WAY AS NOW ESTABLISHED); THENCE N36°29'44"E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 80.21 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 1020 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S57°41'05"E, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 297.50 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE S54°23'38"E, CONTINUING ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 72.61 FEET TO THE EAST LINE OF LAST SAID LANDS; THENCE N36°29'44"E, ALONG SAID EAST LINE, A DISTANCE OF 376.20 FEET TO THE NORTHEAST CORNER OF LAST SAID LANDS, SAID NORTHEAST CORNER BEING ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1863, PAGE 241 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S71°52'01"E, ALONG LAST SAID SOUTH LINE, A DISTANCE OF 72.40 FEET TO AN ANGLE POINT IN LAST SAID SOUTH LINE; THENCE S51°18'07"E, CONTINUING ALONG LAST SAID SOUTH LINE, A DISTANCE OF 204.27 FEET TO THE NORTH LINE OF THE SOUTHEAST ¹/₄ SAID SECTION 16; THENCE N89°50'03"E, ALONG SAID NORTH LINE, A DISTANCE OF 2428.89 FEET TO THE EAST LINE OF SAID SECTION 16; THENCE S01°06'39"E, ALONG LAST SAID EAST LINE, A DISTANCE OF 2655.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 143.89 ACRES, MORE OR LESS.

Tab 8



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Bridgewater North Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 800 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members’ property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

**Bridgewater North Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614**

Term: May 26, 2021 to October 1, 2021

Quote Number: 100120798

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

| COVERED PROPERTY | |
|---|--------------|
| Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling | Not Included |
| Loss of Business Income | Not Included |
| Additional Expense | Not Included |
| Inland Marine | |
| Scheduled Inland Marine | Not Included |

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

| | Valuation | Coinsurance |
|---------------|-------------------|--------------------|
| Property | Replacement Cost | None |
| Inland Marine | Actual Cash Value | None |

| DEDUCTIBLES: | | |
|---------------------|-----------------------|---|
| | Not Applicable | Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage. |
| | Not Applicable | Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of Not Applicable per occurrence, per Named Insured. |
| | Per Attached Schedule | Inland Marine |

| Special Property Coverages | | |
|-----------------------------------|--------------------|--------------|
| Coverage | Deductibles | Limit |
| Earth Movement | Not Applicable | Not Included |
| Flood | Not Applicable | Not Included |
| Boiler & Machinery | | Not Included |
| TRIA | | Not Included |

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

Not Included

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

| (X) | Code | Extension of Coverage | Limit of Liability |
|------------|-------------|--|--|
| | A | Accounts Receivable | \$500,000 in any one occurrence |
| | B | Animals | \$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period |
| | C | Buildings Under Construction | As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project. |
| | D | Debris Removal Expense | \$250,000 per insured or 25% of loss, whichever is greater |
| | E | Demolition Cost, Operation of Building Laws and Increased Cost of Construction | \$500,000 in any one occurrence |
| | F | Duty to Defend | \$100,000 any one occurrence |
| | G | Errors and Omissions | \$250,000 in any one occurrence |
| | H | Expediting Expenses | \$250,000 in any one occurrence |
| | I | Fire Department Charges | \$50,000 in any one occurrence |
| | J | Fungus Cleanup Expense | \$50,000 in the annual aggregate in any one occurrence |
| | K | Lawns, Plants, Trees and Shrubs | \$50,000 in any one occurrence |
| | L | Leasehold Interest | Included |
| | M | Air Conditioning Systems | Included |
| | N | New locations of current Insureds | \$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only |
| | O | Personal property of Employees | \$500,000 in any one occurrence |
| | P | Pollution Cleanup Expense | \$50,000 in any one occurrence |
| | Q | Professional Fees | \$50,000 in any one occurrence |
| | R | Recertification of Equipment | Included |
| | S | Service Interruption Coverage | \$500,000 in any one occurrence |
| | T | Transit | \$1,000,000 in any one occurrence |
| | U | Vehicles as Scheduled Property | Included |
| | V | Preservation of Property | \$250,000 in any one occurrence |
| | W | Property at Miscellaneous Unnamed Locations | \$250,000 in any one occurrence |
| | X | Piers, docs and wharves as Scheduled Property | Included on a prior submit basis only |

| | | | |
|--|---------------|---------------------------------------|-----------------------------------|
| | Y | Glass and Sanitary Fittings Extension | \$25,000 any one occurrence |
| | Z | Ingress / Egress | 45 Consecutive Days |
| | AA | Lock and Key Replacement | \$2,500 any one occurrence |
| | BB | Awnings, Gutters and Downspouts | Included |
| | CC | Civil or Military Authority | 45 Consecutive days and one mile |
| | Section II B1 | Business Income | \$1,000,000 in any one occurrence |
| | Section II B2 | Additional Expenses | \$1,000,000 in any one occurrence |
| | FIA 120 | Active Assailant(s) | \$1,000,000 in any one occurrence |

CRIME COVERAGE

| <u>Description</u> | <u>Limit</u> | <u>Deductible</u> |
|---|---------------------|--------------------------|
| Forgery and Alteration | Not Included | Not Included |
| Theft, Disappearance or Destruction | Not Included | Not Included |
| Computer Fraud including Funds Transfer Fraud | Not Included | Not Included |
| Employee Dishonesty, including faithful performance, per loss | Not Included | Not Included |

AUTOMOBILE COVERAGE

| Coverages | Covered Autos | Limit | Premium |
|--|---------------|--|--------------|
| Covered Autos Liability | 8,9 | \$1,000,000 | Included |
| Personal Injury Protection | N/A | | Not Included |
| Auto Medical Payments | N/A | | Not Included |
| Uninsured Motorists including Underinsured Motorists | N/A | | Not Included |
| Physical Damage Comprehensive Coverage | N/A | <p>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.</p> <p>See item Four for Hired or Borrowed Autos.</p> | Not Included |
| Physical Damage Specified Causes of Loss Coverage | N/A | <p>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism</p> <p>See item Four for Hired or Borrowed Autos.</p> | Not Included |
| Physical Damage Collision Coverage | N/A | <p>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto</p> <p>See item Four for Hired or Borrowed Autos.</p> | Not Included |
| Physical Damage Towing And Labor | N/A | \$0 For Each Disablement Of A Private Passenger Auto | Not Included |

GENERAL LIABILITY COVERAGE (Occurrence Basis)

| | |
|---|--------------------|
| Bodily Injury and Property Damage Limit | \$1,000,000 |
| Personal Injury and Advertising Injury | Included |
| Products & Completed Operations Aggregate Limit | Included |
| Employee Benefits Liability Limit, per person | \$1,000,000 |
| Herbicide & Pesticide Aggregate Limit | \$1,000,000 |
| Medical Payments Limit | \$5,000 |
| Fire Damage Limit | Included |
| No fault Sewer Backup Limit | \$25,000/\$250,000 |
| General Liability Deductible | \$0 |

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

| | | |
|--|-----------|-------------|
| Public Officials and Employment Practices Liability Limit | Per Claim | \$1,000,000 |
| | Aggregate | \$2,000,000 |
| Public Officials and Employment Practices Liability Deductible | | \$0 |

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

**Bridgewater North Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614**

Term: May 26, 2021 to October 1, 2021

Quote Number: 100120798

PREMIUM BREAKDOWN

| | |
|---|----------------|
| Property (Including Scheduled Inland Marine) | Not Included |
| Crime | Not Included |
| Automobile Liability | Not Included |
| Hired Non-Owned Auto | Included |
| Auto Physical Damage | Not Included |
| General Liability | \$964 |
| Public Officials and Employment Practices Liability | \$789 |
| TOTAL PREMIUM DUE | \$1,753 |

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

Annual Premium: \$5,000



Florida Insurance Alliance

PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 05/26/2021, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Bridgewater North Community Development District

(Name of Local Governmental Entity)

By: RS Porter
Signature

ROBERT S PORTER
Print Name

Witness By: [Signature]
Signature

Melissa Dobbins
Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE May 26, 2021

By: _____
Administrator

*Consideration of Resolution 2021-26,
Declaring Special Assessments
(Under Separate Cover)*

*Consideration of Resolution 2021-27,
Setting Public Hearing on Special
Assessments
(Under Separate Cover)*

SUPERVISOR REQUESTS

ADJOURNMENT