



Rizzetta & Company

Bridgewater North Community Development District

**Board of Supervisors' Meeting
August 23, 2022**

**District Office:
2806 N. Fifth Street, Unit 403
St. Augustine, Florida 32084
(904) 436-6270**

BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT AGENDA

Offices of DR Horton
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	Kutak Rock LLP
Interim Engineer	Timothy Adkinson	Adkinson Engineering

**All Cellular phones and pagers must be turned off while in the meeting room.
The District Agenda is comprised of five different sections:**

The **regular** meeting will begin promptly at **10:00 a.m.** with the first section which is called **Audience Comments on Agenda Items**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The fourth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (904) 436-6270 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs and provides members of the audience the opportunity to comment on matters of concern to them that were not addressed during the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

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

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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
www.bridgewaternorthcdd.org

Board of Supervisors
Bridgewater North Community
Development District

August 16, 2022

AGENDA

Dear Board Members:

The **Special** meeting of the Board of Supervisors of the Bridgewater North Community Development District will be held on **Tuesday, August 23, 2022 at 10:00 a.m.** at the Offices of DR Horton located at 4220 Race Track Road, St Johns, FL 32259.

SPECIAL MEETING

1. **CALL TO RODER/ROLL CALL**
2. **PUBLIC COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Regular Board of Supervisors' Meeting held on May 24, 2022.....Tab 1
 - B. Ratification of Operation & Maintenance Expenditures for the Months of May and June 2022.....Tab 2
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
5. **BUSINESS ITEMS**
 - A. Ratification of Brightview Agreement for Landscape and Irrigation Maintenance.....Tab 3
 - B. Public Hearing on Rules and Rates
 - 1.) Consideration of Resolution 2022-08; Adopting Rules and Rates.....Tab 4
 - C. Consideration of Amenity Facilities Policies.....Tab 5
 - D. Public Hearing on FY 2022-23 Budget
 - 1.) Consideration of Resolution 2022-09; Adopting FY 2022/23 Budget.....Tab 6
 - E. Public Hearing on FY 2021-2022 Assessments
 - 1.) Consideration of Resolution 2022-10; Imposing Special Assessments.....Tab 7
 - F. Acceptance of Third Addendum – Contract for Professional District Service.....Tab 8
 - G. Consideration of Resolution 2022-11; Setting the Date, Time, and Location of FY 2022/23 Regular Meetings.....Tab 9
6. **AUDIENCE COMMENTS AND SUPERVISOR REQUEUST**
7. **ADJOURNMENT**

Very truly yours,
Melissa Dobbins
Melissa Dobbins

Tab 1

MEETING MINUTES

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 **regular** meeting of the Board of Supervisors of the Bridgewater North Community Development District was held on **May 24, 2022 at 10:45 a.m.** at the Offices of DR Horton - Jacksonville located at 4220 Race Track Road, St. Johns FL, 32259. Following is the agenda for the meeting.

Robert Porter	Board Supervisor, Chairman
Sarah Wicker	Board Supervisor, Vice Chairman
Brad England	Board Supervisor, Assistant Secretary
James Teagle	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	Regional District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Hopping Green & Sams
Tim Adkinson	Interim Engineer, Adkinson Eng., P.A. (via teleconference)

There were no audience members present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Porter called the meeting to order at 10:54 a.m.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

No audience present.

THIRD ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Special Meeting held on March 8, 2022.

On a motion by Ms. Wicker, seconded by Mr. Teagle with all in favor, the Board approved the Minutes of Meeting from the Board of Supervisors' Special Meeting held on March 8, 2022 for Bridgewater North Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of Operation & Maintenance Expenditures for February, March, and April 2022

On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board approved Operation and Maintenance Expenditures for February 2022 in the amount of \$3,699.48, March 2022 in the amount of \$4,288.47, and April 2022 in the amount of \$5,058.00 for Bridgewater

North Community Development District.

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FIFTH ORDER OF BUSINESS

**Acceptance of Audit for Fiscal Year
Ending September 30, 2021**

On a motion by Mr. Teagle, seconded by Ms. Wicker with all in favor, the Board accepted the Audit for Fiscal Year ending September 30, 2021 for Bridgewater North Community Development District.

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SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2022-04;
Extending Board Terms**

On a motion by Mr. Teagle, seconded by Ms. Wicker with all in favor, the Board adopted Resolution 2022-04; Extending Board Terms for Bridgewater North Community Development District.

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SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2022-05;
Rescinding 2021-02; Appointing District
Manager and Fixing Compensation**

Resolution 2022-05 was voided due to Resolution 2021-31 already being adopted.

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EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Buchanan reviewed the following three (3) acquisition packages with a not to exceed (NTE) amount:

1. Adkinson Engineering – NTE \$73,104.00
2. Weyerhaeuser NR Company (Mitigation Credits) – NTE \$378,400.00
3. Chindalur Traffic Solutions – NTE \$67,080.00

Ms. Buchanan noted that staff is finalizing the amounts actually expended by Forestar to date on the work product, and request that delegation be granted to Chair or Vice Chair to approve requisitions for such amount spent to date, subject to the finalization of the acquisition package and certificate by the District Engineer.

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On a motion by Mr. Teagle, seconded by Mr. England, with all in favor, the Board approved requisition packages; Adkinson Engineering – NTE \$73,104.00, Weyerhaeuser NR Company (Mitigation Credits) – NTE \$378,400.00, and Chindalur Traffic Solutions – NTE \$67,080.00 for Bridgewater North Community Development District.

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B. District Engineer
No report.

C. District Manager

1. Presentation of Registered Voter Count

Ms. Dobbins updated the Board that the District may need to start landscape

83 maintenance prior to the next meeting once landscape material is installed and request
84 the Board's approval to work with the Chair and Vice Chair to approve a proposal for
85 maintenance to then be ratified at the next meeting.
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On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board approved the District Manager to work with the Chair or Vice Chair to approve landscape maintenance proposals prior to the next meeting, for Bridgewater North Community Development District.

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88 **NINETH ORDER OF BUSINESS** **Consideration of Dissemination Agent**
89 **Agreement**
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On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board approved the Dissemination Agent Agreement with Rizzetta & Company, Inc. for Bridgewater North Community Development District.

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92 **TENTH ORDER OF BUSINESS** **Consideration of Resolution 2022-06;**
93 **Setting a Public Hearing Adopting Rules**
94 **and Rates**
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On a motion by Mr. Teagle, seconded by Ms. Wicker, with all in favor, the Board adopted Resolution 2022-06; Setting a Public Hearing Adopting Rules and Rates for August 23, 2022 at 10:00 a.m. at the Offices of DR Horton, for Bridgewater North Community Development District.

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97 **ELEVENTH ORDER OF BUSINESS** **Presentation of Proposed Budget**
98 **for Fiscal Year 2022/2023**
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100 1. Consideration of Resolution 2022-07; Approving a Proposed Budget for Fiscal Year
101 2022/2023 and Setting Public Hearing Thereon.
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On a motion by Mr. Teagle, seconded by Mr. Porter, with all in favor, the Board adopted Resolution 2022-07; Setting Public Hearing to Adopt Fiscal Year 2022/2023 Budget for August 23, 2022 at 10:00 a.m. at the Offices of DR Horton, for Bridgewater North Community Development District.

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104 **TWELFTH ORDER OF BUSINESS** **Supervisor Request and**
105 **Audience Comments**
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107 No supervisor comments.

108 No audience present.

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111 **THIRTEENTH ORDER OF BUSINESS** **Adjournment**
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On a motion by Mr. Teagle, seconded by Mr. Porter, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 11:08 a.m. at for Bridgewater North Community Development District.

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Secretary / Assistant Secretary

Chairman / Vice Chairman

DRAFT

Tab 2

BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT

District Office · St Augustine, FL 32084
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

Operation and Maintenance Expenditures May 2022 For Board Approval

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

The total items being presented: **\$7,256.96**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Bridgewater North Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2022 Through May 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bradley England	001055	BE052422	Board of Supervisors Meeting 05/24/2022	\$ 200.00
Innersync Studio, Ltd. dba Campus Suite	001053	20315	Website & Compliance Services - Q3 FY20- 21	\$ 384.38
James E Teagle	001057	JT052422	Board of Supervisors Meeting 05/24/2022	\$ 200.00
Kutak Rock, LLP	001054	3040183	Legal Services 3/22	\$ 1,972.58
Rizzetta & Company, Inc.	001052	INV0000067878	District Management Fees 5/22	\$ 4,100.00
Robert Porter	001056	BP052422	Board of Supervisors Meeting 05/24/2022	\$ 200.00
Sarah Wicker	001058	SW052422	Board of Supervisors Meeting 05/24/2022	<u>\$ 200.00</u>
Report Total				<u>\$ 7,256.96</u>

BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT

District Office · St Augustine, FL 32084
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

Operation and Maintenance Expenditures June 2022 For Board Approval

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

The total items being presented: **\$8,604.44**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Bridgewater North Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2022 Through June 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Adkinson Engineering	1059	1263	Engineering Services 03/22	\$ 1,155.00
Berger Toombs Elam Gaines & Frank	1060	358573	Audit Services 20/21	\$ 3,250.00
Kutak Rock, LLP	1062	3054511	Legal Services 04/22	\$ 72.00
Phil Lentsch dba Office Dynamics	1063	34849	Book Copy 05/22	\$ 27.44
Rizzetta & Company, Inc.	1061	INV0000068722	District Management Fees 6/22	<u>\$ 4,100.00</u>
Report Total				<u><u>\$ 8,604.44</u></u>

Tab 3

AGREEMENT FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

This Agreement (“Agreement”) is made and entered into this 29th day of July 2022 by and between:

BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “District”); and

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Florida corporation, with offices located at 11530 Davis Creek Court, Jacksonville, Florida 32256 (“Contractor,” and collectively with the District, “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Act”), and by an ordinance adopted by St. Johns County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide landscape and irrigation maintenance services for certain lands within the District; and

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

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all Parties signing this Agreement, Contractor shall provide the District with the Services in accordance with the Scope

of Services identified in the attached Exhibits.

B. While providing the Services, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. Contractor shall provide landscape and irrigation maintenance services for certain lands within the District, specifically identified in the maintenance map attached hereto as **Exhibit B**. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A** on a monthly basis. Exhibits attached hereto are solely intended to clarify the Scope of Services to be provided by Contractor, and to the extent any of the provisions of this Agreement conflict with any provisions in the Exhibits, this Agreement shall control.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services.

- (1) The District hereby designates the District Manager and his or her designee to act as its representative.
- (2) Upon request by the District Manager or his or her designee, Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Phase 1A Services described in this Agreement and commencing on August 1, 2022, the District agrees to pay Contractor an annual total of Nineteen Thousand Eighty Dollars (\$19,080.00) per year, in equal monthly payments of One Thousand Five Hundred Ninety Dollars (\$1,590.00) as further detailed in **Exhibit A** attached hereto. As compensation for the Phase 1B Services described in this Agreement and commencing upon notice by the District, the District agrees to pay Contractor an annual total of Fourteen Thousand Four Hundred Twelve Dollars (\$14,412.00) per year, in equal monthly payments of One Thousand Two Hundred One Dollars (\$1,201.00) as further detailed in **Exhibit A** attached hereto

B. The term of this Agreement shall be from August 1, 2022 through July 31, 2023 unless terminated earlier by either party in accordance with the provisions of this Agreement. This Agreement may be renewed for two (2) additional one (1) year terms upon written approval by the Parties, provided, however, the total compensation for all services rendered pursuant to this Agreement, including any additional services authorized pursuant to an addendum, addenda, a change order or a work authorization, shall not exceed the amount provided in section 287.017, *Florida Statutes*, for CATEGORY FOUR.

C. If the District should desire additional work or services, or to add additional areas to be maintained, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, change order or a work authorization to this Agreement. Contractor shall be compensated for such agreed upon additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

D. The District may require, as a condition precedent to making any payment to Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and

payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

E. Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, Contractor shall invoice the District for all services performed in the prior month and any other sums due to Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require Contractor to provide.

SECTION 6. INSURANCE.

A. Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, and expert witness fees, and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

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

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

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

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

SECTION 14. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

- A. If to District:** Bridgewater North CDD
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: BrightView Landscape Services, Inc.
11530 Davis Creek Court
Jacksonville, Florida 32256
Attn: _____

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

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

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party agrees to and consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for St. Johns County, Florida.

SECTION 26. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Melissa Dobbins** (“Public Records Custodian”). Among other requirements and to the extent applicable by law,

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

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

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

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

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

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

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

SECTION 31. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 32. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

[Signatures on next page]


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

ATTEST:

**BRIDGEWATER NORTH COMMUNITY
DEVELOPMENT DISTRICT**




Secretary / Assistant Secretary



Chairperson, Board of Supervisors

WITNESS:

**BRIGHTVIEW LANDSCAPE SERVICES,
INC.**


Print Name: Rodney Nio

By: Steven K. Brackin
Its: Vice President & General Manager

Exhibit A: Scope of Services
Exhibit B: Landscape Maintenance Map

EXHIBIT A

SCOPE OF SERVICES

Phase 1A Services

LANDSCAPE MANAGEMENT

Base Management Monthly Price	\$ 1,382.00
Base Management Yearly Fee	\$16,584.00

Base Management pricing includes:

- 52 Grounds Maintenance Visits
- Mowing, Weeding, Edging
- Blowing Debris
- Bed Weed Control
- Shrubs and Groundcover Pruning
- Ponds and Ditches 18x cuts
- Entry, Common Grounds 42x cuts

Fertilizer/Pest Control/Weed Control Monthly Price	\$ 88.00
Fertilizer/Pest Control/Weed Control Yearly Fee	\$1,056.00

Agronomics Management pricing includes:

- 2x Turf Fertilization (Bahia)
- Turf Insect and Weed Control as needed
- 2x Shrub and Groundcover Fertilization
- Shrub and Groundcover Insect Control as needed

Irrigation Inspection Service Monthly Price	\$ 120.00
Irrigation Inspection Service Yearly Fee	\$ 1,440.00

Irrigation Inspection pricing includes:

- Monthly check and adjust all zones
- Monthly cleaning irrigation heads
- Monthly Irrigation report

Total Yearly Price: \$19,080.00 per year

Total Monthly Price: \$ 1,590.00 per month

Phase 1B Services

- Total Price 1b \$14,412.00/year
 - o (includes Amenity and Amenity Pond previously priced)
 - o Includes Commons (Dog Park, Back of Homes, Amenity Center, Roadside Tot Lot?) 52x
 - o Includes Lakes 18x

EXHIBIT B

LANDSCAPE MAINTENANCE MAP



JANET O. WHITMILL, L.L.A., INC.
 LANDSCAPE ARCHITECTURE & PLANNING
 10000 W. UNIVERSITY BLVD., SUITE 1000
 BOCA RATON, FL 33433

BRIDGEWATER
 NEW DEVELOPMENT
 ST. JOHNS COUNTY, FLORIDA

MASTER LANDSCAPE PLAN
 02.05.2020

NO.	DATE	DESCRIPTION
1	02.05.2020	ISSUED FOR PERMIT
2	02.05.2020	ISSUED FOR PERMIT
3	02.05.2020	ISSUED FOR PERMIT
4	02.05.2020	ISSUED FOR PERMIT
5	02.05.2020	ISSUED FOR PERMIT
6	02.05.2020	ISSUED FOR PERMIT
7	02.05.2020	ISSUED FOR PERMIT
8	02.05.2020	ISSUED FOR PERMIT
9	02.05.2020	ISSUED FOR PERMIT
10	02.05.2020	ISSUED FOR PERMIT

JOB NO. 18012
OWNER: JCW
SCALE: 1"=122'
L-1
 DRAWING NO.

Tab 4

RESOLUTION 2022-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING SUSPENSION AND TERMINATION RULES; ADOPTING RATES, FEES AND CHARGES; PROVIDING A SEVERABILITY CLAUSE; 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, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District’s Board of Supervisors (“Board”) desires to adopt its Amenity Rates and Suspension and Termination of Privileges Rule (together, “Amenity Rules”), all of which govern the operation of the Amenity Facilities and other properties; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the Amenity Rules, which are attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application; and

WHEREAS, the Board finds that the Amenity Rules outlined in **Exhibit A** are just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development, ratemaking, and rule and rate adoption, including the holding of public hearings thereon.

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

SECTION 1. The Amenity Rules set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 23rd day of August, 2022.

ATTEST:

**BRIDGEWATER NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Rules

EXHIBIT A

AMENITY FEES

TYPE	RATE
Non-Resident Annual User Fee	\$4,000.00
Access Card Replacement Fee	\$25.00

RULES RELATING TO SUSPENSION AND TERMINATION OF PRIVILEGES

Relating to the Health, Safety and Welfare of the Patrons and Damage to Amenity Facilities:

Notwithstanding anything contained herein, the Amenity Manager may, at any time, restrict or suspend any Patron's or Guest's privileges to use any or all of the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests or to protect the Amenity Facilities from damage. Such restriction or suspension shall be for a maximum period of thirty (30) days or until the date of the next Board of Supervisors meeting, whichever occurs first. Such infraction and suspension shall be documented by the District Manager. The Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting.

Relating to District Policies and Fees for All Amenity Facilities:

A Patron's or Guest's privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and a Patron or Guest may also be required to pay restitution for any property damage, if a he or she:

- (1) Fails to abide by the District Policies and Fees for All Amenity Facilities established and approved by the Board of Supervisors.
- (2) Submits false information on facility applications.
- (3) Permits unauthorized use of an Access Card.
- (4) Exhibits unsatisfactory behavior, deportment or appearance.
- (5) Fails to pay fees owed to the District in a proper and timely manner.
- (6) Treats District supervisors, staff, facility management, contractors or other representatives or other Patrons in an unreasonable or abusive manner.
- (7) Engages in conduct that is improper or likely to endanger the health, welfare, safety, harmony or reputation of the District or its supervisors, staff, facility management, contractors, other representatives or other Patrons.

- (8) Damages or destroys District property.

District Suspension and Termination Process:

In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the preceding paragraph, the District shall follow the process outlined below with regard to suspension or termination of a Patron's or Guest's privileges:

Reporting of Violations:

For all offenses outlined above, the District Manager or Facility Manager, shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or Facility Manager, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by the District Manager or Facility Manager, as the case may be.

Progression of Violations:

- A. First Offense -Written warning by staff of continued policy violations signed by the Patron/Guest and kept on file at the District Manager's Office.
- B. Second Offense - Automatic suspension of all Amenity Facilities privileges for one (1) week; a written report will be created, signed by the Patron/ Guest and kept on file at the District Manager's Office.
- C. Third Offense - Automatic suspension from all Amenity Facilities for up to thirty (30) days or until the date of the next Board of Supervisors Meeting whichever occurs first. At this time a complete record of all pervious documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's privileges for up to one (1) calendar year from the Board' s approval of termination of privileges.

Furthermore, any incidence where law enforcement is required to intervene will result in automatic suspension from all Amenity Facilities for up to thirty (30) days.

Patrons whose privileges have been suspended or revoked may have the determination reviewed by the District ' s Board of Supervisors pursuant to the District' s Rules of Procedure.

Any request for a hearing by the District's Board of Supervisors shall act to hold any such Suspension.

Trespass:

If a Patron subject to a suspension or termination is found on the Amenity Facilities premises, such Patron will be subject to arrest for trespassing.

Tab 5

BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT

Rules, Policies and Fees
For the Amenity Facilities
Adopted August 23, 2022

Bridgewater North Amenity Facilities
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

DEFINITIONS

“Access Card” – shall mean the identification card issued to Patrons.

"Amenity Facilities" or "Amenity" - shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Amenity Facilities, a pool with splash pad area, fitness room, playground, rental/meeting space, lap pool, pickle ball court and a fishing pond together with their appurtenant facilities and areas.

"Amenity Facilities Policies" or "Policies" - shall mean these Rules, Policies and Fees for the Amenity Facilities of Bridgewater North Community Development District, as amended from time to time.

"Amenity Manager" - shall mean the District Manager or that person or firm so designated by the District's Board of Supervisors.

"Annual User Fee" - shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

"Board of Supervisors" or "Board" - shall mean the Bridgewater North Community Development District's Board of Supervisors.

"District" - shall mean the Bridgewater North Community Development District.

"District Manager" - shall mean the professional management company with which the District has contracted to provide management services to the District.

"Guest" - shall mean any person or persons who are invited by a Patron to participate in the use of the Amenity Facilities.

"Non-Resident User" - shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

"Patron" or "Patrons" - shall mean Residents, Non-Resident Users, and Renters/Leaseholders who are eighteen (18) years of age and older.

"Property Owner" - shall mean that person or persons having fee simple ownership of land within the Bridgewater North Community Development District, and also may be referred to as a **“Resident.”**

"Renter" - shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement.

BRIDGEWATER NORTH ANNUAL USER FEE

The Annual User Fee for any Non-Resident User is identified in **Exhibit A** attached hereto. This payment must be paid in full at the time of completion of the Non-Resident User application and the corresponding agreement. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by such Non-Resident User. Such fee may be increased, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities; such increase may not exceed ten percent (10%) per year. The use of the Amenity Facilities is not available for commercial purposes.

ACCESS CARDS

- (1) Patrons and Guests can use their Access Cards to gain access to the Amenities. Upon arrival at the clubhouse or other Amenity Facility, Patrons and Guests will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron or Guest provide an Access Card to another person to allow him or her to use the Amenities.
- (2) Each Patron family will receive two (2) Access Cards per lot (not per Patron) upon registration with the District.
- (3) Access Cards are the property of the District and are non-transferable except in accordance with the District's Policies.
- (4) All lost or stolen cards need to be reported immediately to the District. There charge to replace lost or stolen cards is identified in **Exhibit A** attached hereto. Patron with the lost or stolen Access Card will be financially responsible for damages resulting from unreported loss or theft of the access card.

GUESTS

- (1) Patrons bringing a Guest(s) are responsible for any and all actions taken by such Guest. Violation by a Guest on any of these Polices as set forth by the District could result in loss of that Patron' s privileges and membership.
- (2) No more than five (5) persons per lot (not per Patron) are permitted as Guests to the Amenities at one time unless the Patron has reserved a room at the Amenity and has paid the required usage fee. In the event the Patron has rented a room at the Amenity, the number of Guests shall be limited by the room or meeting room maximum pursuant to applicable building codes.

RENTER'S PRIVILEGES

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owner's Amenity Facilities privileges.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must complete the Non-Resident User application and sign the accompanying agreement. The Annual User Fee will then be waived for the Renter. A Renter who is designated as the beneficial user of the Property Owner's Amenity privileges shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner.
- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the behavior of their respective Renter.
- (5) If such individuals reside with the Property Owner, the Property Owner shall be required to add, to the Amenity Facilities Registration Form, the names of all individuals who reside in the Property Owner's home, whether as a result of a rental agreement, lease or any other agreement, and the Property Owner shall be held financially responsible for any and all damage to District property caused by any of the individuals who reside in the Property Owner's home. Such individuals will not be issued additional Access Cards.
- (6) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

GENERAL FACILITY PROVISIONS

All Patrons and Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest.

The Board reserves the right to amend, modify or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.

- (2) Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) shall not be permitted at the Amenity Facilities.
- (3) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns or in any way which blocks the normal flow of traffic.
- (4) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
- (5) The Board of Supervisors (as an entity), Amenity Manager and/or the District Manager shall have full authority to enforce these policies.
- (6) Smoking of any kind using any device is not permitted at any Amenity Facilities.
- (7) Glass and other breakable items are not permitted at any Amenity Facility.
- (8) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (9) Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
- (10) The District will not offer childcare services to Patrons or Guests at any of the Amenity Facilities.
- (11) Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the Amenity Facilities, athletic fields, playground area, and sidewalks surrounding these areas.
- (12) Events/performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the District Manager.
- (13) Unless permitted otherwise per these policies; alcoholic beverages are not permitted at any District owned facility or property at any time.
- (14) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Except as may otherwise be permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the District Manager.
- (15) The Amenity Facilities shall not be used for commercial purposes. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (16) Firearms or any other weapons are not permitted in any of the Amenity Facilities.

- (17) The District Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities , except usage and rental fees that have been established by the Board.
- (18) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
- (19) All Patrons and Guest shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
- (20) Portable grills of all kinds are prohibited at the Amenity Facilities.

AMENITY FACILITY OPERATIONS

Hours: The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager (phone number (904) 436-6270).

Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Additional staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- (1) Each Patron and each Guest, as a condition of using the Amenity Facilities, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities, whether in lockers or elsewhere.
- (2) No person shall remove from the room in which it is placed or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities or at any activity or function operated organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's Guest or family member(s). The District reserves

the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's Guest or family member(s).

- (3) Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors or who engages in any contest, game, function, exercise, competition or other activity operated organized, arranged or sponsored by the District or its contractors, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District or their respective operators, supervisors, employees, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.
- (4) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

GENERAL SWIMMING POOL RULES
NO LIFEGUARD ON DUTY -SWIM AT YOUR OWN RISK

- (1) Children under fourteen (14) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility.
- (2) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (3) Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
- (4) Any music playing device and/or televisions are not permitted unless they are personal units equipped with headphones.

- (5) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the District Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (6) Showers are required before entering the pool.
- (7) Alcohol and glass containers are prohibited.
- (8) Food is prohibited on the pool deck area.
- (9) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (10) The Amenity Manager is authorized to direct the discontinued usage of play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices during times of peak or scheduled activity at the pool or if the equipment causes a safety concern.
- (11) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (12) Bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside the Amenity Facilities.
- (13) The District Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
- (14) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (15) Proper swim attire, swimsuits or board shorts, shirts that are made of dry fit material must be worn in the pool. No street clothes, cut offs or gym shorts are permitted in the pool at any time.
- (16) No chewing gum is permitted in the pool or on the pool deck area.
- (17) For the comfort of others, the changing of diapers or clothes is not allowed poolside.
- (18) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (19) Radio controlled watercraft are not allowed in the pool area.
- (20) Pool entrances must be kept clear at all times.
- (21) No swinging on ladders, fences or railings is allowed.

- (22) Pool furniture is not to be removed from the pool area.
- (23) Loud, profane or abusive language is absolutely prohibited.
- (24) No physical or verbal abuse will be tolerated.
- (25) Tobacco products are not allowed in the pool area.
- (26) Illegal drugs are not permitted.
- (27) The District is not responsible for lost or stolen items.
- (28) Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
- (29) The pool and covered lanai area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board.
- (30) Food, beverages, glass containers, and animals are prohibited in the pool.
- (31) Pets are generally prohibited. Individuals with a disability and service animal trainers may be accompanied by a service animal, as defined in Chapter 413.08, F.S., but the service animal is not allowed to enter the pool water or onto the drained area of an interactive water feature (IWF) in order to prevent a direct threat to the health of pool patrons.

SWIMMING POOL: FECES POLICY

- (1) If contamination occurs, the pool will be closed for twelve (12) hours or more as necessary so that remedial measures may be taken to ensure safe swimming conditions in accordance with Department of Health rules.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

DISTRICT PLAYGROUND/TOT LOT POLICIES

- (1) Children under the age of ten (10) must be accompanied by an adult Patron.
- (2) No roughhousing on the playground.
- (3) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- (4) The use of profanity or disruptive behavior is absolutely prohibited.

- (5) Patrons and Guests who use the playground do so at their own risk.
- (6) The playgrounds may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.

VOLLEYBALL COURT

All Patrons and guests using the Volleyball Court are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Bridgewater North Community Development District governing the amenity facilities.

Disregard or violation of the District's policies and rules and misuse or destruction of Facility equipment may result in the suspension or termination of Facility privileges. Guests may use the Volleyball Court if accompanied by an adult Patron.

Please note that the Volleyball Court is an unattended facility and persons using the facility do so at their own risk. Persons interested in using this facility are encouraged to consult with a physician prior to using the facility.

- (1) *Hours:* The Volleyball Court is available for use by Patrons during normal operating hours which are posted. These facilities may not be rented.
- (2) *Emergencies:* All emergencies and injuries must be reported to the Amenity Manager as well as the District Manager at 904-436-6270.
- (3) *Proper Attire:* Proper attire is required at all times while on the courts.
- (4) *General Policies:*
 - Proper volleyball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
 - Persons using the facility must supply their own equipment.
 - The Volleyball Court is for the play of volleyball only. Pets, bikes, skates, skateboards, and scooters are prohibited from use at the facility.
 - Beverages are permitted at the Volleyball Court if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the tennis courts. Alcoholic beverages are not permitted on volleyball courts.
 - No chairs other than those provided by the District are permitted on or surrounding the volleyball court.
 - Lights at the volleyball facility must be turned off after use.
 - Children under the age of ten (10) are not allowed to use the Facility unless accompanied by an adult Patron.

PETS

Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) shall not be permitted at the Amenity Facilities. Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) must be kept on a leash at all times on property that is owned by the District other than the Amenity Facilities, including, but not limited to the stormwater pond banks.

FITNESS TRAINING ROOM POLICIES

Eligible Users: Patrons and Guests sixteen (16) years of age and older are permitted to use the District fitness training room during designated operating hours. No children under the age of sixteen (16) are allowed in the District fitness training room at any time.

Food and Beverage: Food (including chewing gum) is not permitted within the District fitness training room. Beverages, however, are permitted in the District fitness training room if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted. Smoking is not permitted in the fitness training room.

Please note that the Fitness Training Room is an unattended facility and persons using the facility do so at their own risk. Persons interested in using this facility are encouraged to consult with a physician prior to using the facility.

- (1) Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District fitness training room. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (2) Each individual is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers is permitted in the District fitness training room per approval of the District Manager.
- (4) Hand chalk is not permitted to be used in the District fitness training room.
- (5) Any music playing device are not permitted unless they are personal units equipped with headphones.
- (6) No bags, gear or jackets are permitted on the floor of the District fitness training room or on the fitness equipment.
- (7) Weights or other fitness equipment may not be removed from the District fitness centers.
- (8) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.

- (9) Please be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
- (10) Please replace weights to their proper location after use.
- (11) Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.

FISHING AND LAKE POLICY

Patrons and Guests thirteen (13) years of age and older may fish in the lakes/retention ponds within the District. No children under the age of thirteen (13) are allowed on the pond banks within the District at any time, unless accompanied by an adult. Patrons and Guests fishing in these bodies of water shall remove and properly dispose of all garbage, fishing line, hooks and all other materials/supplies. The District request that everyone respect your fellow neighbor/property owner and access the lakes/retention ponds through the proper access points. No watercraft except authorized maintenance vehicles are allowed **in** the lake/retention ponds. Any violation of this policy will be reported to the local authorities.

The District has a catch and release policy for all fish and any other aquatic wildlife caught in the lakes/retention ponds, requiring that any fish or other aquatic wildlife caught immediately be returned to the District's lake/retention ponds from where it was caught. The purpose of the lakes/retention ponds is to help facilitate the District's natural water system for run off and overflow. Anyone who violates this provision does so at their own risk.

Swimming is prohibited in all of the lakes/retention ponds. Please use the pool at the Amenity Facilities for swimming activities.

RULES RELATING TO SUSPENSION AND TERMINATION OF PRIVILEGES

Relating to the Health, Safety and Welfare of the Patrons and Damage to Amenity Facilities:

Notwithstanding anything contained herein, the Amenity Manager may, at any time, restrict or suspend any Patron's or Guest's privileges to use any or all of the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests or to protect the Amenity Facilities from damage. Such restriction or suspension shall be for a maximum period of thirty (30) days or until the date of the next Board of Supervisors meeting, whichever occurs first. Such infraction and suspension shall be documented by the District Manager. The Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting.

Relating to District Policies and Fees for All Amenity Facilities:

A Patron's or Guest's privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and a Patron or Guest may also be required to pay restitution for any property damage, if a he or she:

- (1) Fails to abide by the District Policies and Fees for All Amenity Facilities established and approved by the Board of Supervisors.
- (2) Submits false information on facility applications.
- (3) Permits unauthorized use of an Access Card.
- (4) Exhibits unsatisfactory behavior, deportment or appearance.
- (5) Fails to pay fees owed to the District in a proper and timely manner.
- (6) Treats District supervisors, staff, facility management, contractors or other representatives or other Patrons in an unreasonable or abusive manner.
- (7) Engages in conduct that is improper or likely to endanger the health, welfare, safety, harmony or reputation of the District or its supervisors, staff, facility management, contractors, other representatives or other Patrons.
- (8) Damages or destroys District property.

District Suspension and Termination Process:

In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the preceding paragraph, the District shall follow the process outlined below with regard to suspension or termination of a Patron's or Guest's privileges:

Reporting of Violations:

For all offenses outlined above, the District Manager or Amenity manager, shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or Amenity manager, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by the District Manager or Amenity manager, as the case may be.

Progression of Violations:

- A. First Offense -Written warning by staff of continued policy violations signed by the Patron/Guest and kept on file at the District Manager's Office.

- B. Second Offense - Automatic suspension of all Amenity Facilities privileges for one (1) week; a written report will be created, signed by the Patron/ Guest and kept on file at the District Manager's Office.
- C. Third Offense - Automatic suspension from all Amenity Facilities for up to thirty (30) days or until the date of the next Board of Supervisors Meeting whichever occurs first. At this time a complete record of all previous documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's privileges for up to one (1) calendar year from the Board' s approval of termination of privileges.

Furthermore, any incidence where law enforcement is required to intervene will result in automatic suspension from all Amenity Facilities for up to thirty (30) days.

Patrons whose privileges have been suspended or revoked may have the determination reviewed by the District ' s Board of Supervisors pursuant to the District' s Rules of Procedure.

Any request for a hearing by the District's Board of Supervisors shall act to hold any such Suspension.

Trespass:

If a Patron subject to a suspension or termination is found on the Amenity Facilities premises, such Patron will be subject to arrest for trespassing.

EXHIBIT A
AMENITY FEES

Non-Resident Annual User Fee	\$4,000.00
Access Card Replacement Fee	\$25.00

Tab 6

RESOLUTION 2022-09

THE ANNUAL APPROPRIATION RESOLUTION OF THE BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2022, submitted to the Board of Supervisors (“**Board**”) of the Bridgewater North Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Bridgewater North Community Development District for the Fiscal Year Ending September 30, 2023.”

- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND SERIES 2022	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023, or within 60 days following the end of the Fiscal Year 2022/2023, may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 23RD DAY OF AUGUST, 2022.

ATTEST:

**BRIDGEWATER NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A

FY 2023 Budget



Rizzetta & Company

Bridgewater North Community Development District

www.bridgewaternorthcdd.org

**Approved Proposed
Budget for
Fiscal Year 2022/2023**

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Rizzetta & Company

Proposed Budget
Bridgewater North Community Development District
General Fund
Fiscal Year 2022/2023

	Chart of Accounts Classification	Actual YTD through 06/30/22	Projected Annual Totals 2021/2022	Annual Budget for 2021/2022	Projected Budget variance for 2021/2022	Budget for 2022/2023	Budget Increase (Decrease) vs 2021/2022	Comments
41	EXPENDITURES - FIELD OPERATIONS							
42								
43	Electric Utility Services							
44	Utility Services	\$ -	\$ 3,000	\$ 15,000	\$ 12,000	\$ 43,000	\$ 28,000	Amenity, Entry and Pond Fountain Meters & Irrigation Pumps
45	Street Lights	\$ -	\$ 5,000	\$ -	\$ (5,000)	\$ 12,000	\$ 12,000	
46	Garbage/Solid Waste Control							
47	Garbage - Amenity Center	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000	
48	Water-Sewer Combination							
49	Utility Services	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ 35,000	\$ 20,000	Amenity and Entry Fountain
50	Stormwater Control							
51	Aquatic Maintenance	\$ -	\$ 2,000	\$ 10,000	\$ 8,000	\$ 12,000	\$ 2,000	16 Total Ponds
52	Fountain Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000	Reduced - 3 Fountains
53	Miscellaneous Expense	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 2,650	\$ (2,350)	
54	Other Physical Environment							
55	General Liability & Property Insurance	\$ 2,750	\$ 3,667	\$ 10,000	\$ 6,333	\$ 25,000	\$ 15,000	Adding Property in FY 23
56	Entry & Walls Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000	Reduced
57	Landscape & Irrigation Maintenance Contract	\$ -	\$ 3,180	\$ 90,000	\$ 86,820	\$ 75,000	\$ (15,000)	Reduced - Includes Ph1B & Est. for PH2
58	Irrigation Repairs & Pumps PM Contract	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	Reduced - 4 Pumps
59	Landscape Replacement & Tree Trimming	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	Reduced
60	Road & Street Facilities							
61	Sidewalk & Road Repairs	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000	Reduced
62	Parks & Recreation							
63	Amenity & Field Management Contract	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	
64	Amenity Maintenance Repairs	\$ -	\$ -	\$ -	\$ -	\$ 8,000	\$ 8,000	Reduced - Includes PM for Fitness Equipment & HVAC
65	Amenity Facility & Janitorial Supplies and Services	\$ -	\$ -	\$ -	\$ -	\$ 7,000	\$ 7,000	
66	TV, Phone & Internet	\$ -	\$ -	\$ -	\$ -	\$ 4,500	\$ 4,500	
67	Pools Maintenance Services & Chemicals	\$ -	\$ -	\$ -	\$ -	\$ 18,000	\$ 18,000	
68	Pool Permit	\$ -	\$ -	\$ -	\$ -	\$ 350	\$ 350	
69	Playground & Dog Park Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 1,500	Reduced
70	Pest Control & Termite Bond	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	
71	Access Control & Security Repairs	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 1,500	
72	Contingency							

**Bridgewater North Community Development District
Debt Service
Fiscal Year 2022/2023**

Chart of Accounts Classification	Series 2022	Budget for 2022/2023
REVENUES		
Special Assessments		
Net Special Assessments	\$582,800.00	\$582,800.00
TOTAL REVENUES	\$582,800.00	\$582,800.00
EXPENDITURES		
Administrative		
Financial & Administrative		
Debt Service Obligation	\$582,800.00	\$582,800.00
Administrative Subtotal	\$582,800.00	\$582,800.00
TOTAL EXPENDITURES	\$582,800.00	\$582,800.00
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

St. Johns County Collection Costs (2%) and Early Payment Discounts (4%): 6.0%

Gross assessments **\$620,000.00**

Notes:

Tax Roll Collection Costs for St. Johns County are 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT

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

2022/2023 O&M Budget:		\$410,863.00
Collection Costs:	2%	\$8,741.77
Early Payment Discounts:	4%	\$17,483.53
2022/2023 Total:		<u>\$437,088.30</u>

2021/2022 O&M Budget	\$0.00
2022/2023 O&M Budget	\$410,863.00

Total Difference: \$410,863.00

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2021/2022	2022/2023	\$	%
Series 2022 Debt Service - Townhome	\$0.00	\$775.00	\$775.00	(1)
Operations/Maintenance - Townhome	\$0.00	\$546.36	\$546.36	(2)
Total	\$0.00	\$1,321.36	\$1,321.36	(1)(2)
Series 2022 Debt Service - Townhome (Unplatted)	\$0.00	\$775.00	\$775.00	(1)
Operations/Maintenance - Townhome (Unplatted)	\$0.00	\$546.36	\$546.36	(2)
Total	\$0.00	\$1,321.36	\$1,321.36	(1)(2)

(1) FY 2022-2023 will be the first year of levied Series 2021 Debt Service Assessments

(2) FY 2022-2023 will be the first year of levied O&M Assessments

BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT

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

TOTAL O&M BUDGET		\$410,863.00
COLLECTION COSTS @	2%	\$8,741.77
EARLY PAYMENT DISCOUNT @	4%	<u>\$17,483.53</u>
TOTAL O&M ASSESSMENT		<u><u>\$437,088.30</u></u>

<u>LOT SIZE</u>	<u>UNITS ASSESSED</u>		<u>ALLOCATION OF O&M ASSESSMENT</u>			
	<u>O&M</u>	<u>SERIES 2022 DEBT SERVICE (1)</u>	<u>EAU FACTOR</u>	<u>% TOTAL EAU's</u>	<u>TOTAL O&M BUDGET</u>	<u>PER UNIT ASSESSMENT</u>
Townhomes	152	152	1.00	19.00%	\$83,046.78	\$546.36
Townhomes (Unplatted)	648	648	1.00	81.00%	\$354,041.52	\$546.36
Total Community	<u>800</u>	<u>800</u>		100.00%	<u>\$437,088.30</u>	

<u>PER LOT ANNUAL ASSESSMENT</u>		
<u>O&M</u>	<u>SERIES 2022 DEBT SERVICE (2)</u>	<u>TOTAL (3)</u>
\$546.36	\$775.00	\$1,321.36
\$546.36	\$775.00	\$1,321.36

LESS: St Johns County Collection Costs (2%) and Early Payment Discounts (4%):

(\$26,225.30)

Net Revenue to be Collected:

\$410,863.00

⁽¹⁾ Reflects the number of total lots with Series 2022 debt outstanding.

⁽²⁾ Annual debt service assessment per lot adopted in connection with the Series 2022 bond issue. Annual assessment includes principal, interest, St. Johns County collection costs and early payment discounts.

⁽³⁾ Annual assessment that will appear on November 2022 St Johns County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

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

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

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

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

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

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

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

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

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

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

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

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

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

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

Bank Fees: The District will incur bank service charges during the year.

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

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

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

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

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

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

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

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

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

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

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

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

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

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

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

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

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

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

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

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

Tab 7

RESOLUTION 2022-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bridgewater North Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in St. Johns County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"), attached hereto as **Exhibit "A,"** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2022/2023; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**

- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2022; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: **50% due no later than December 1, 2022, 25% due no later than February 1, 2023 and 25% due no later than May 1, 2023.** In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2022/2023, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 23rd day of August, 2022.

ATTEST:

**BRIDGEWATER NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Exhibit A

FY 2023 Budget

Exhibit B

Assessment Roll

The Assessment Roll is maintained in the District's official records and is available upon request. Certain Exempt information may be redacted prior to release in compliance with Chapter 119, FL Statues.

Tab 8

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

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

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for Professional District Services dated May 26, 2021 (the “**Contract**”), incorporated by reference herein; and

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

WHEREAS, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

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

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

(Remainder of this page is left blank intentionally)

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

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST:

 Vice Chairman/Assistant Secretary
 Board of Supervisors

 Print Name

Exhibit B – Schedule of Fees

EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:		
Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:		
	MONTHLY	ANNUALLY
Management:	\$1,837.50	\$22,050
Administrative:	\$367.50	\$4,410
Accounting:	\$1,680.00	\$20,160
Financial & Revenue Collections:	\$315.00	\$3,780
Assessment Roll ⁽¹⁾		\$5,250
Total Standard On-Going Services:	\$4,200.00	\$55,650

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

ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 175
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 175
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests & Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

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

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

Tab 9

RESOLUTION 2022-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2022/2023, 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 District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority or authorities a schedule of its regular meetings; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District's meetings.

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

1. The Fiscal Year 2022/2023 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with Section 189.015(1), Florida Statutes.
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 23rd DAY OF AUGUST, 2022.

BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASST. SECRETARY

EXHIBIT "A"
BOARD OF SUPERVISORS MEETING DATES
BRIDGEWATER NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023

November 2, 2022

January 10, 2023

April 5, 2023

July 5, 2023

All meetings will convene at 10:30 a.m., and will be held at the Offices of DR Horton

– 4220 Race Track Road, Jacksonville, FL 32259