

*Bridgewalk
Community Development District*

Agenda

May 2, 2022

AGENDA

Bridgewalk

Community Development District

219 E. Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

April 25, 2022

Board of Supervisors
Bridgewalk Community
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Bridgewalk Community Development District will be held **Monday, May 2, 2022 at 1:30 p.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, FL 33896**. Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the April 4, 2022 Meeting
4. Consideration of Resolution 2022-12 Approving the Proposed Fiscal Year 2023 Budget and Setting a Public Hearing
5. Consideration of Service Agreement for Lighting with Orlando Utilities Commission
6. Consideration of Landscape Maintenance Agreement with United Land Services
7. Discussion of Pending Plat Conveyances
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of Funding Request #9
9. Other Business
10. Supervisor's Requests
11. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of minutes of the April 4, 2022 meeting. The minutes are enclosed for your review.

The fourth order of business is the consideration of Resolution 2022-12 approving the proposed Fiscal Year 2023 budget and setting a public hearing. Once approved, the budget will be transmitted to the governing authorities at least 60 days prior to the final budget hearing. A copy of the Resolution and proposed budget are enclosed for your review.

The fifth order of business is the consideration of service agreement for lighting with Orlando Utilities Commission. A copy of the agreement is enclosed for your review.

The sixth order of business is the consideration of the landscape maintenance services agreement with United Land Services. A copy of the agreement is enclosed for your review.

The seventh order of business is the discussion the pending plat conveyances from the Developer to the District. This is an open discussion item.

The eighth order of business is Staff Reports. Sub-Section 1 of the District Manager's Report includes the balance sheet and income statement for review and Sub-Section 2 includes Funding Request #9. The funding request and supporting invoices are enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,



George S. Flint
District Manager

Cc: Jan Carpenter, District Counsel
Broc Althafer, District Engineer
Steve Sanford, Bond Counsel
Jon Kessler, Underwriter
Scott Schuhle, Trustee

Enclosures

MINUTES

MINUTES OF MEETING
BRIDGEWALK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bridgewalk Community Development District was held Monday, April 4, 2022 at 1:30 p.m. at the Oasis Club at ChampionsGate at 1520 Oasis Club Blvd., ChampionsGate, Florida.

Present and constituting a quorum were:

Adam Morgan	Chairman
Rob Bonin	Vice Chairman
Ashley Baksh	Assistant Secretary
Brent Kewley	Assistant Secretary

Also present were:

George Flint	District Manager
Kristen Trucco	District Counsel
Broc Althafer	District Engineer
Alan Scheerer	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll. Four Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: There are no members of the public here to provide comment.

THIRD ORDER OF BUSINESS

Approval of Minutes of the March 7, 2022 Meeting

Mr. Flint: Are there any comments or corrections to those?

Mr. Morgan: They look good. I will make a motion to accept.

On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, the Minutes of the March 7, 2022 Meeting, were approved.
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FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2022-11
Authorizing Use of Electronic Documents
and Signatures**

Mr. Flint: There are some legislative changes that now allow us in certain circumstances to be able to use electronic documents and this resolution would provide the procedures for doing that. Any questions on Resolution 2022-11?

Mr. Morgan: I will make a motion to accept.

On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, Resolution 2022-11 Authorizing Use of Electronic Documents and Signatures, was approved.

FIFTH ORDER OF BUSINESS

Discussion of Pending Plat Conveyances

Mr. Flint: Any pending plats or conveyances that the Board needs to discuss? I think we've got 1A conveyed.

SIXTH ORDER OF BUSINESS

Staff Report

A. Attorney

Mr. Flint: Staff reports, anything Kristen?

Ms. Trucco: No updates today.

B. Engineer

Mr. Flint: Broc, anything from the Engineer?

Mr. Althafer: I am working on the stormwater needs analysis that needs to be transmitted to the state later on this year. George, I will be working with your office a little bit to fill in the budget portion of that. The report is coming along pretty well and I should have it ready to present to the Board at the next meeting.

Mr. Morgan: That would be great. You will be the first. I am looking forward to seeing it.

C. District Manager's Report

i. Balance Sheet and Income Statement

Mr. Flint: You have the unaudited financials for February in your agenda. If there are any questions, we can discuss those.

ii. Ratification of Funding Request #7 - #8

Mr. Flint: We have funding request #7 and #8, which we are asking the Board to ratify. These have been transmitted to the developer under the funding agreement. Funding request #7 is for \$7,502.99. Funding request #8 is for \$3,430.29.

Mr. Morgan: I will make a motion to accept.

On MOTION by Mr. Morgan, seconded by Ms. Baksh, with all in favor, Funding Request #7 - #8, were ratified.

SEVENTH ORDER OF BUSINESS

Other Business

Mr. Flint: Those were the only business items we had, was there anything else?

Mr. Bonin: Yeah, I spoke to Mark Todd this morning. I don't know if Drew or Lane got with you on our irrigation situation out there.

Mr. Scheerer: I heard you're getting a pump. We were supposed to have a well and now you are getting ready to pull out of the lake. I saw a massive pump and a bunch of pipes in the ground.

Mr. Bonin: Yeah, I am just giving you the cliffs note version. Per DSA, Toho only has so much reused water to give us. In our DSA we got 50 reused meters to start with and we had a cap on that. Hence the need to build this, the big permanent irrigation pump station that's going to be the primary reuse source for Bridgewalk and other communities in the area. We are building this for Toho. The idea when this was conceived 18 months ago, is that this thing would be online by the time we needed any more reuse meters. That was never going to happen because Toho wanted to in my opinion overdesign this thing and build this huge monstrosity of a pump station. We were hoping to get temporary relief from them once they moved over to the new water plant. They are saying they can't account for like 300,000 gallons a day of water. So until they get their hands on where that water is going, they can't give us anymore meters. In the DSA it allowed us to come up with another source. Another source was either wells or surface water out of the lake. Mark and Frank Polly put a 25-horsepower pump in with an intake into the lake. That is in and it is all connected. They are doing a test run today to see how many gallons per minute they are actually getting because Toho and DEP told us if you were to connect that, which we are okay with, you are completely severing the portable jumper. So, we don't even have it as a supplement. This is our primarily and only source of reused water for houses and the common area. Kirkland and Patterson are running it today to see how many homes can max out zones, go at one time, just with the water they are getting. We are going to have to govern what days a week and what time those zones run for the common area, which is you guys. We, Lennar, are going to have to figure out the homes, maybe odd numbers run on this day and even addresses run on this day. Mark Todd was telling me he still does not have permanent power for his irrigation. They are waiting on a meter, and I am pushing them.

Mr. Scheerer: We have already applied for that meter there as well.

Mr. Bonin: I told them they have got to get this online. In the meantime, Kirkland is now having to program all these pucks as opposed to doing it from the clock until the clocks up. Until the power is up, he can't program the clock. He's got to do it for 30 different pucks for all the common area, so that is kind of a pain. The houses are my problem, but because the District/HOA is not watering nor cutting the grasses and all the clocks are in the garages, I've got to deal with getting in the garages and dealing with this so we don't have this situation where everybody is trying to water at the same time, and we can't provide the water.

Mr. Flint: Who is going to own the pump station and irrigation system?

Mr. Bonin: This is another weird wrinkle. Toho wants to charge the homeowners and the District for reuse water coming out of our pond. They are going to reimburse us that bill. Once the permanent pump station is up, even though we are paying for this thing, they want to get the billing on that, but we're going into a negotiation to cost share on the construction steps. I am letting you know because this week Kirkland is going to be troubleshooting. I can do 20 homes at one given time. We need to map out: here is the day of even number homes, here is the day for odd number and here is the time and days for common area.

Mr. Scheerer: I can reach out to Mark with that.

Mr. Bonin: I had a joint call with me, Kirkland, and Todd today to go over this because Drew or Lane had not really gotten him up to speed on what was going on.

Mr. Scheerer: Yeah, we were surprised to come out there on a site just last week to see this gigantic trench and a meter in it.

Mr. Bonin: This was kind of a rushed deal. I was like Kirkland; I need a pump and I need this tomorrow.

Mr. Flint: Is this an interim solution?

Mr. Bonin: This is a stop gap until the permanent big station is on.

Mr. Flint: That's going to be operated by Toho.

Mr. Bonin: Yeah, think of it as a lift station. We are building it and putting it all together and we are going to turn it over to them in January or February. So, it's got another ten months to get constructed and turned over.

Mr. Flint: Is it pulling out of that lake in Bridgewalk? And it is serving areas outside of Bridgewalk?

Mr. Morgan: No

Mr. Bonin: This one is just serving Bridgewalk.

Mr. Flint: So, I guess Toho's got a consumption use permit to pull that water out?

Mr. Bonin: Yeah.

Mr. Flint: I am worried because there is a set lake level when it gets down below, they've got alternative. So, they are not sucking that thing dry.

Mr. Scheerer: They are not going to recharge it? I know Adam just mentioned the well, they are not going to have the ability to do that.

Mr. Bonin: There is that option, but all the stormwater goes to that lake. Broc is on the phone. Can you speak to that?

Mr. Althafer: Based on the modeling that we've done for the pond, the pond is not going to draw down more than 2 feet during drought conditions. That's within a reasonable amount.

Mr. Bonin: We are not excited about having to deal with this, get this in, monitor it until this permanent pump station, but this is what we inherited, a section of town that does not have a resource. We're still going to push Toho to provide supplemental water or get us back on track that we can turn this pump off. Those talks will continue to happen, but in the meantime, if I wanted more meters, if I want more CO's, I had to get this built quick. That is what is going on. Kirkland can give us an update this week.

Mr. Scheerer: Thanks Rob. I will be out there again this week and I will be speaking with United Land as well.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

Mr. Flint: Is there a motion to adjourn?

On MOTION by Mr. Morgan, seconded by Ms. Baksh, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2022-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Bridgewalk Community Development District (“**District**”) prior to June 15, 2022, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	August 1, 2022
HOUR:	1:30 p.m.
LOCATION:	Oasis Club at ChampionsGate 1520 Oasis Club Blvd. ChampionsGate, FL 33896

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Osceola County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

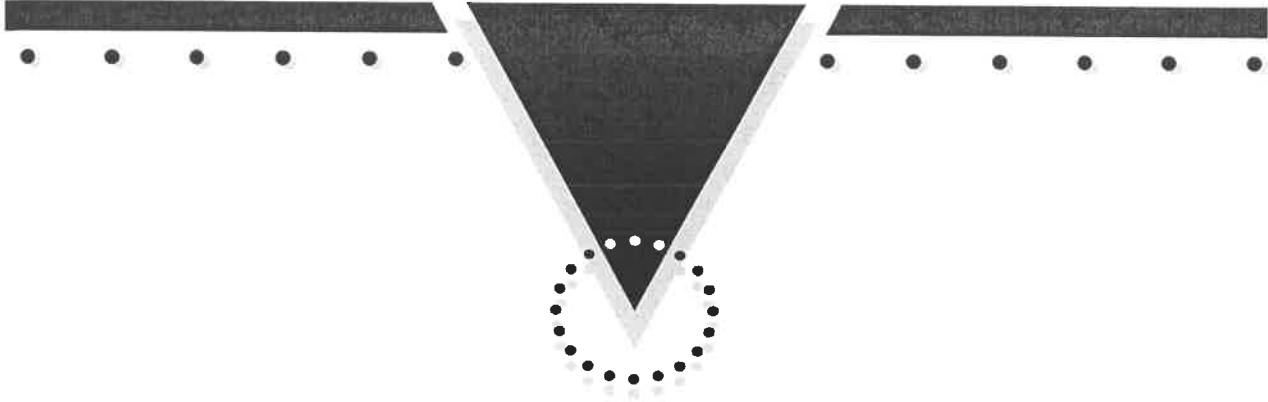
PASSED AND ADOPTED THIS 2ND DAY OF MAY, 2022.

ATTEST:

**BRIDGEWALK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____



Bridgewalk
Community Development District

Proposed Budget
FY 2023



Table of Contents

1-2	<u>General Fund</u>
3-7	<u>General Fund Narrative</u>
8	<u>Debt Service Fund Series 2022</u>
9	<u>Amortization Schedule Series 2022</u>

Bridgewalk

Community Development District

Fiscal Year 2023 General Fund

Adopted Budget FY2022	Actual Thru 3/31/22	Projected Next 6 Months	Total Thru 9/30/22	Proposed Budget FY2023
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Revenues

Special Assessments	\$0	\$0	\$0	\$0	\$194,313
Developer Contributions	\$106,918	\$50,302	\$111,165	\$161,467	\$135,108

Total Revenues	\$106,918	\$50,302	\$111,165	\$161,467	\$329,421
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Expenditures

Administrative

Supervisor Fees	\$12,000	\$4,000	\$6,800	\$10,800	\$12,000
FICA Expense	\$918	\$306	\$520	\$826	\$918
Engineering	\$9,500	\$0	\$4,750	\$4,750	\$9,500
Attorney	\$25,000	\$7,969	\$12,031	\$20,000	\$25,000
Dissemination	\$0	\$292	\$1,750	\$2,042	\$3,500
Annual Audit	\$0	\$0	\$0	\$0	\$5,000
Trustee Fees	\$0	\$0	\$0	\$0	\$4,500
Assessment Administration	\$0	\$0	\$0	\$0	\$5,000
Management Fees	\$35,000	\$17,500	\$17,500	\$35,000	\$36,750
Information Technology	\$1,050	\$525	\$525	\$1,050	\$1,300
Website Creation	\$1,750	\$1,750	\$0	\$1,750	\$0
Website Maintenance	\$600	\$100	\$300	\$400	\$800
Telephone	\$300	\$0	\$25	\$25	\$300
Postage	\$1,000	\$45	\$455	\$500	\$1,000
Printing & Binding	\$1,000	\$223	\$527	\$750	\$1,000
Insurance	\$5,000	\$5,000	\$0	\$5,000	\$5,625
Legal Advertising	\$10,000	\$8,196	\$1,804	\$10,000	\$2,500
Other Current Charges	\$3,000	\$2,500	\$250	\$2,750	\$600
Office Supplies	\$625	\$55	\$145	\$200	\$625
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175

<u>Total Administrative</u>	\$106,918	\$48,635	\$47,382	\$96,018	\$116,093
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Bridgewalk

Community Development District

Fiscal Year 2023 General Fund

Adopted Budget FY2022	Actual Thru 3/31/22	Projected Next 6 Months	Total Thru 9/30/22	Proposed Budget FY2023
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Operations & Maintenance

Field Services	\$0	\$0	\$0	\$0	\$15,000
Property Insurance	\$0	\$0	\$0	\$0	\$2,500
Electric	\$0	\$240	\$250	\$490	\$1,500
Streetlights	\$0	\$0	\$15,975	\$15,975	\$76,356
Water & Sewer	\$0	\$0	\$0	\$0	\$15,000
Landscape Maintenance	\$0	\$0	\$48,696	\$48,696	\$91,820
Landscape Contingency	\$0	\$0	\$0	\$0	\$2,500
Irrigation Repairs	\$0	\$0	\$0	\$0	\$2,500
Lake Maintenance	\$0	\$0	\$288	\$288	\$1,152
Contingency	\$0	\$0	\$0	\$0	\$2,500
Repairs & Maintenance	\$0	\$0	\$0	\$0	\$2,500

<i>Total Operations & Maintenance</i>	\$0	\$240	\$65,209	\$65,449	\$213,328
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Total Expenditures	\$106,918	\$48,875	\$112,591	\$161,467	\$329,421
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Excess Revenues/(Expenditures)	\$0	\$1,426	(\$1,426)	(\$0)	\$0
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Net Assessment	\$194,313
Collection Cost (6%)	\$12,403
Gross Assessment	\$206,716

Property Type	Units	Gross Per Unit	Gross Total
Townhome 25'	117	\$560.21	\$65,545
Single Family 40'	54	\$896.33	\$48,402
Single Family 50'	48	\$1,120.41	\$53,780
Single Family 60'	29	\$1,344.49	\$38,990
Total	248		\$206,716

Bridgewalk
Community Development District
GENERAL FUND BUDGET

REVENUES:

Special Assessments

The District will levy a non-ad valorem special assessment on all the assessable property within the District in order to pay for the operating expenditures during the fiscal year.

Developer Contributions

The District will enter into a funding agreement with the developer to fund the general fund expenditures for the fiscal year.

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. Amount is based on 5 supervisors attending 12 meetings during the fiscal year.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

Engineering

The District's engineer, Osceola Engineering, Inc., will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, preparation and review of contract specifications and bid documents and various projects assigned as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel, Latham, Luna. Eden & Beaudine, will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions and other research as directed by the Board of Supervisors and the District Manager.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. The District has contracted with Governmental Management Services-Central Florida, LLC for this service on the Series 2022 Special Assessment Bonds, Assessment Area One Project.

Bridgewalk
Community Development District
GENERAL FUND BUDGET

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Trustee Fees

The District will pay annual trustee fees for the Series 2022 Special Assessment Bonds, Assessment Area One Project that are located with a trustee at USBank.

Assessment Administration

The District will contract with Governmental Management Services-Central Florida, LLC to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Management Fees

The District has contracted with Governmental Management Services-Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, budget preparation, all financial reporting, annual audit, etc.

Information Technology

The District has contracted with Governmental Management Services-Central Florida, LLC for costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

The District has contracted with Governmental Management Services-Central Florida, LLC for the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Bridgewalk Community Development District

GENERAL FUND BUDGET

Insurance

The District's general liability and public officials liability insurance coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Services

Provide onsite field management of contracts for the District such as landscape and lake maintenance. Services to include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Property Insurance

Represents estimated costs for the annual coverage of property insurance. Coverage will be provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Electric

Represents cost of electric services for items such as entrance lights, irrigation, etc. District currently has one account with Orlando Utilities Commission.

Account #	Description	Monthly	Annual
02130 28116	56791 Cyrils Drive	\$50	\$600
	Contingency - (Future Accounts)		\$900
Total			\$1,500

Bridgewalk
Community Development District
 GENERAL FUND BUDGET

Streetlights

Represents costs for streetlights maintained with the District. The District will have one account containing 108 streetlights come on line during current fiscal year with Orlando Utilities Commission and is projected to have at least 15 more streetlights come on line in FY2023.

Account #	Description	Monthly	Annual
TBD	71 - 20' Streetlights & 37 - 27" Streetlights	\$5,325	\$63,900
	15 Future Streetlights	\$750	\$9,000
	Contingency		\$3,456
Total			\$76,356

Water & Sewer

Represents estimated costs for reclaimed water for areas maintained by the District.

Landscape Maintenance

The District will maintain the landscaping within the common areas of the District. These services include mowing, edging weed-eating, shrub pruning, tree pruning, etc. The budgeted amount are based on proposals with United Land Services. Phase 1A landscaping was initiated during current fiscal year.

Description	Monthly	Annual
Landscape Maintenance Phase 1A		
October 2022 - January 2023	\$6,087	\$24,348
February 2023 - September 2023	\$6,271	\$50,168
Phase 1B	\$1,442	\$17,304
Total		\$91,820

Landscape Contingency

Represents costs for installation of annuals, mulch and any other landscape expenses not covered under monthly landscape contract.

Irrigation Repairs

Represents estimated costs for any supplies and repairs to irrigation system maintained by the District.

Lake Maintenance

Represents costs for maintenance of pond located within the District. The budgeted amount is based on proposal with Applied Aquatic Management, Inc.

Description	Quarterly	Annual
Pond Maintenance North, South & East Shoreline	\$288	\$1,152
Total		\$1,152

Bridgewalk
Community Development District
GENERAL FUND BUDGET

Contingency

Represents any additional field expense that may not have been provided for in the budget.

Repairs & Maintenance

Represents estimated costs for any repairs and maintenance to common areas maintained by the District.

Bridgewalk

Community Development District

Fiscal Year 2023 Debt Service Fund

Proposed Budget FY2022	Actual Thru 3/31/22	Projected Next 6 Months	Total Thru 9/30/22	Proposed Budget FY2023
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Revenues

Special Assessments	\$77,219	\$0	\$77,219	\$77,219	\$246,900
Bond Proceeds	\$171,926	\$171,926	\$0	\$171,926	\$0
Interest	\$0	\$0	\$0	\$0	\$0
Carry Forward Surplus	\$0	\$0	\$0	\$0	\$77,219
Total Revenues	\$249,145	\$171,926	\$77,219	\$249,145	\$324,119

Expenditures

Interest Expense - 12/15	\$0	\$0	\$0	\$0	\$77,219
Principal Expense 06/15	\$0	\$0	\$0	\$0	\$90,000
Interest Expense - 06/15	\$48,476	\$0	\$48,476	\$48,476	\$77,219
Transfer Out	\$0	\$0	\$0	\$0	\$0
Total Expenditures	\$48,476	\$0	\$48,476	\$48,476	\$244,438
Excess Revenues/(Expenditures)	\$200,669	\$171,926	\$28,743	\$200,669	\$79,681

*Reflects carry forward less Reserve amount.

Interest - 12/15/2023	<u>\$76,094</u>
Total	<u>\$76,094</u>

Net Assessment	\$246,900
Collection Cost (6%)	\$15,760
Gross Assessment	<u>\$262,660</u>

Property Type	Units	Gross Per Unit	Gross Total
Townhome 25'	117	\$711.81	\$83,282
Single Family 40'	54	\$1,138.90	\$61,501
Single Family 50'	48	\$1,423.63	\$68,334
Single Family 60'	29	\$1,708.35	\$49,542
Total	248		<u>\$262,659</u>

**Bridgewalk
Series 2022, Special Assessment Bonds
Assessment Area One Project
(Term Bonds Combined)**

Amortization Schedule

Date	Balance	Principal	Interest	Annual
6/15/22	\$ 4,440,000	\$ -	\$ 48,476.22	\$ -
12/15/22	\$ 4,440,000	\$ -	\$ 77,218.75	\$ 125,694.97
6/15/23	\$ 4,440,000	\$ 90,000	\$ 77,218.75	\$ -
12/15/23	\$ 4,350,000	\$ -	\$ 76,093.75	\$ 243,312.50
6/15/24	\$ 4,350,000	\$ 95,000	\$ 76,093.75	\$ -
12/15/24	\$ 4,255,000	\$ -	\$ 74,906.25	\$ 246,000.00
6/15/25	\$ 4,255,000	\$ 95,000	\$ 74,906.25	\$ -
12/15/25	\$ 4,160,000	\$ -	\$ 73,718.75	\$ 243,625.00
6/15/26	\$ 4,160,000	\$ 100,000	\$ 73,718.75	\$ -
12/15/26	\$ 4,060,000	\$ -	\$ 72,468.75	\$ 246,187.50
6/15/27	\$ 4,060,000	\$ 100,000	\$ 72,468.75	\$ -
12/15/27	\$ 3,960,000	\$ -	\$ 71,218.75	\$ 243,687.50
6/15/28	\$ 3,960,000	\$ 105,000	\$ 71,218.75	\$ -
12/15/28	\$ 3,855,000	\$ -	\$ 69,643.75	\$ 245,862.50
6/15/29	\$ 3,855,000	\$ 105,000	\$ 69,643.75	\$ -
12/15/29	\$ 3,750,000	\$ -	\$ 68,068.75	\$ 242,712.50
6/15/30	\$ 3,750,000	\$ 110,000	\$ 68,068.75	\$ -
12/15/30	\$ 3,640,000	\$ -	\$ 66,418.75	\$ 244,487.50
6/15/31	\$ 3,640,000	\$ 115,000	\$ 66,418.75	\$ -
12/15/31	\$ 3,525,000	\$ -	\$ 64,693.75	\$ 246,112.50
6/15/32	\$ 3,525,000	\$ 115,000	\$ 64,693.75	\$ -
12/15/32	\$ 3,410,000	\$ -	\$ 62,968.75	\$ 242,662.50
6/15/33	\$ 3,410,000	\$ 120,000	\$ 62,968.75	\$ -
12/15/33	\$ 3,290,000	\$ -	\$ 61,018.75	\$ 243,987.50
6/15/34	\$ 3,290,000	\$ 125,000	\$ 61,018.75	\$ -
12/15/34	\$ 3,165,000	\$ -	\$ 58,987.50	\$ 245,006.25
6/15/35	\$ 3,165,000	\$ 130,000	\$ 58,987.50	\$ -
12/15/35	\$ 3,035,000	\$ -	\$ 56,875.00	\$ 245,862.50
6/15/36	\$ 3,035,000	\$ 135,000	\$ 56,875.00	\$ -
12/15/36	\$ 2,900,000	\$ -	\$ 54,681.25	\$ 246,556.25
6/15/37	\$ 2,900,000	\$ 135,000	\$ 54,681.25	\$ -
12/15/37	\$ 2,765,000	\$ -	\$ 52,487.50	\$ 242,168.75
6/15/38	\$ 2,765,000	\$ 140,000	\$ 52,487.50	\$ -
12/15/38	\$ 2,625,000	\$ -	\$ 50,212.50	\$ 242,700.00
6/15/39	\$ 2,625,000	\$ 145,000	\$ 50,212.50	\$ -
12/15/39	\$ 2,480,000	\$ -	\$ 47,856.25	\$ 243,068.75
6/15/40	\$ 2,480,000	\$ 150,000	\$ 47,856.25	\$ -
12/15/40	\$ 2,330,000	\$ -	\$ 45,418.75	\$ 243,275.00
6/15/41	\$ 2,330,000	\$ 155,000	\$ 45,418.75	\$ -
12/15/41	\$ 2,175,000	\$ -	\$ 42,900.00	\$ 243,318.75
6/15/42	\$ 2,175,000	\$ 160,000	\$ 42,900.00	\$ -
12/15/42	\$ 2,015,000	\$ -	\$ 40,300.00	\$ 243,200.00
6/15/43	\$ 2,015,000	\$ 165,000	\$ 40,300.00	\$ -
12/15/43	\$ 1,850,000	\$ -	\$ 37,000.00	\$ 242,300.00
6/15/44	\$ 1,850,000	\$ 175,000	\$ 37,000.00	\$ -
12/15/44	\$ 1,675,000	\$ -	\$ 33,500.00	\$ 245,500.00
6/15/45	\$ 1,675,000	\$ 180,000	\$ 33,500.00	\$ -
12/15/45	\$ 1,495,000	\$ -	\$ 29,900.00	\$ 243,400.00
6/15/46	\$ 1,495,000	\$ 190,000	\$ 29,900.00	\$ -
12/15/46	\$ 1,305,000	\$ -	\$ 26,100.00	\$ 246,000.00
6/15/47	\$ 1,305,000	\$ 195,000	\$ 26,100.00	\$ -
12/15/47	\$ 1,110,000	\$ -	\$ 22,200.00	\$ 243,300.00
6/15/48	\$ 1,110,000	\$ 205,000	\$ 22,200.00	\$ -
12/15/48	\$ 905,000	\$ -	\$ 18,100.00	\$ 245,300.00
6/15/49	\$ 905,000	\$ 215,000	\$ 18,100.00	\$ -
12/15/49	\$ 690,000	\$ -	\$ 13,800.00	\$ 246,900.00
6/15/50	\$ 690,000	\$ 220,000	\$ 13,800.00	\$ -
12/15/50	\$ 470,000	\$ -	\$ 9,400.00	\$ 243,200.00
6/15/51	\$ 470,000	\$ 230,000	\$ 9,400.00	\$ -
12/15/51	\$ 240,000	\$ -	\$ 4,800.00	\$ 244,200.00
6/15/52	\$ 240,000	\$ 240,000	\$ 4,800.00	\$ 244,800.00
Totals		\$ 4,440,000	\$ 3,014,388.72	\$ 7,454,388.72

SECTION V



SERVICE AGREEMENT FOR LIGHTING SERVICE BRIDGEWALK

This Agreement is entered into this _____ day of _____, 20____, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 and **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT** whose address is 219 E Livingston Street Orlando, Florida 32801, for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

1. "BILLING CYCLE" shall mean the time between the reading date of the prior month bill and the reading date of the current month bill for the lighting Service provided by OUC during that time.
2. "CUSTOMER" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the CUSTOMER bill.
3. "FORCE MAJEURE EVENT" means any event beyond OUC's reasonable control which results in the failure of some performance under this agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service.
4. "INSTALLATION DATE" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the LIGHTING EQUIPMENT.
5. "LIGHTING EQUIPMENT" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
6. "LIGHTING SERVICE" shall collectively mean, all such installation, operation, maintenance and (if applicable) electric supply services.

7. "OUC" shall mean ORLANDO UTILITIES COMMISSION, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the Lighting Equipment listed in Exhibit 1, under the heading entitled "OUC Installed Lighting Equipment" on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.
- 1.2. Bill CUSTOMER, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.
- 2.4 Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder via the outage reporting options provided in Exhibit 1, or through subsequent bill inserts or publication in the relevant newspapers of general circulation.

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement.

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be

liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.

- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.
- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.
- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).
- 4.11 This Agreement shall inure to the benefit of, and be binding upon the

successors and permitted assigns of the CUSTOMER and OUC.

- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.
- 4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC's sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

SECTION 5: TERM, EFFECTIVE DATE, INSTALLATION DATE, AMENDMENT, TERMINATION AND BILLING

- 5.1 The initial term of this Agreement (the "Term") shall be for 20 years. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 hereinbelow, which ever occurs first, and shall terminate at the end of two hundred and forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.
- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.

- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge, until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.
- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- 5.5 The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.
- 5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

SECTION 6: MISCELLANEOUS

- 6.1 **Governing Law:** The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.
- 6.2 **Severability:** If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 **Notices:** All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

If to OUC:

Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Attention: Office of The General Counsel

If to Customer:

Attention: _____

- 6.4 **Entire Agreement:** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.
- 6.5 **Time Is Of The Essence:** Time is hereby declared of the essence as to all time periods set forth in this Agreement.

- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.
7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT

Federal ID # 87-2877095

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ____ day of _____, 20____, by _____ as _____ of _____ . She/He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida
Print Name: _____

ORLANDO UTILITIES COMMISSION

By: _____

Name: Clint Bullock
Title: General Manager/CEO

Date: _____

ATTEST: By: _____
Name: Paula A. Velasquez
Title: Assistant Secretary

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ____ day of _____, 20__, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a Florida statutory commission, on behalf said Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida
Print Name: _____

EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

Monthly Lighting Service Charge:

Capital Investment		\$ 4357.86
Maintenance		\$ 751.68
<u>Fuel and Energy</u>		<u>\$ 207.69</u>
Total	***	\$ 5317.23

Upfront Payment \$0.00

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

*** From time to time, modifications to the original contract design ("Design Modifications") may be necessary to accommodate local site requirements or other changes which were not anticipated by either party during the original contracting phase. Actual billed amount will be based on the as-built drawings which reflect the Design Modifications.

If the increase in the actual billed amount due to the Design Modifications is up to and including 10% of the Agreement's original capital investment charge, Customer hereby assumes responsibility for payment of such charge increase without need for notification from OUC or further consent from Customer regarding same.

If the increase in the actual billed amount due to the Design Modifications exceeds 10% of the Agreement's original capital investment charge, OUC will send to Customer completed Exhibit 2 reflecting such increase and both OUC and Customer shall execute same.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

(71) 20' round black concrete poles [036-27369]

(71) 75w LED tear drop fixtures [036-23268]

(37) 27' round black concrete poles [036-27383]

(37) 120w LED tear drop fixtures [036-23332]

(108) King hook arms [036-24051]

All associated poles, fixtures, parts, wires, photocells, and controllerS

CUSTOMER Installed Lighting Equipment:

The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.

PHASED INSTALLATION PLAN

All at once

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – <http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage>

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ID #: 04-25-31-3492-0001-00B0

BRIDGEWALK PH 1A PB 30 PGS 50-56 TRACT B OPEN SPACE

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: BRIDGEWALK
Premise Address: ADDISON BLVD
City, State, Zip: SAINT CLOUD, FL 34771
Premise Number: _____

BILLING INFORMATION

Billing Contact Name: _____
Billing Address: _____
City, State, Zip: _____
Billing Contact Name: _____
Billing Contact Phone: _____
Federal Tax ID: 87-2877095

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 0213028116
Work Request No: 747274
Comments: _____

Certificate of Completion (Exhibit 2)

Notice of Modification to Original Contract Design

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

Original Monthly Lighting Service Charges, Poles, Fixtures & Installation Scope:

Investment _____ Maintenance _____ Fuel & Energy _____

[Insert Original Streetlight Fixture/Pole Type/Quantity Bill of Material]

Amended Monthly Lighting Service Charges per As-Built, Poles, Fixtures & Installation Scope:

Investment _____ Maintenance _____ Fuel & Energy _____

[Insert As Built Streetlight Fixture/Pole Type/Quantity Bill of Material]

Authorized OUC Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Authorized Customer Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SECTION VI

LANDSCAPE MAINTENANCE AGREEMENT

(Bridgewalk CDD and Florida ULS Operating LLC d/b/a United Land Services)

THIS LANDSCAPE MAINTENANCE AGREEMENT (“Agreement”), effective as of the 1st day of _____, 2022 (the “Effective Date”), between the **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **FLORIDA ULS OPERATING LLC**, a Delaware limited liability company, d/b/a **UNITED LAND SERVICES** (hereinafter referred to as “Contractor”), whose mailing address is 12428 San Jose Boulevard, Suite 4, Jacksonville, Florida 32223.

W I T N E S S E T H:

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. DEFINITIONS.

(a) Agreement. The Agreement consists of: (i) this Landscape Maintenance Agreement; and (ii) the Contractor’s proposal, dated September 27, 2021, attached hereto as Exhibit “A” (the “Proposal”). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and term(s) in the Proposal and/or Map, the terms herein shall prevail.

(b) Services. The term “Services” as used in this Agreement shall be construed to include all activities and services set forth in the Proposal, and all obligations of Contractor under this Agreement, including any addenda or special conditions.

2. SCOPE OF WORK.

(a) A description of the nature, scope, location and schedule of the Services to be performed by Contractor under this Agreement shall be as described in the Proposal. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

3. COMMENCEMENT OF SERVICES AND TERM. Contractor shall commence the Work on the Effective Date and shall perform same in accordance with any schedules as set forth in the Agreement. This term of this Agreement shall proceed for twelve (12) months, in accordance with the Proposal, and as determined by the sole reasonable satisfaction of the District which shall be evidenced by the District’s monthly payment.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services – Central Florida, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida, 32801, Attention: George Flint; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District, provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO FINAL PAYMENT.

(a) As detailed in the Proposal, the District agrees to pay the Contractor a total annual fee of \$73,044.00, payable in monthly installments \$6,087.00, after the Services are completed and have been inspected and approved by the District's authorized representative.

(b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

(c) District retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2. Should this occur, a revised Scope of Services will be agreed upon in writing by both District and Contractor.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in

which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions, and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement documents.

7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 18.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders. Contractor is responsible for obtaining all permits or other approvals required for the Services.

(b) Contractor hereby covenants and agrees to comply with all of the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its Services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that

Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the “Sunshine Law,” the “Public Records Law,” the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District). In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor shall, prior to performing any of the Services, provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training. Contractor shall assure that all employees are licensed and/or have all applicable permits, necessary to perform the Services.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management Services - Central Florida, LLC (the “Public Records Custodian”). Contractor shall, to the extent applicable by law:

(i) Keep and maintain public records required by District to perform services;

(ii) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

(iii) 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 Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(iv) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407-841-5524), OR BY EMAIL AT GFLINT@GMSCFL.COM, OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTENTION: DISTRICT PUBLIC RECORDS CUSTODIAN.

11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;

(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed hereunder;

(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$100,000 per occurrence; and

(iv) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's (or its agents, employees or subcontractors) breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or subcontractors, related to or in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY: MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in

connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion

of this Contract (by reducing, in such as manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll 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*.

(b) 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 Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) 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.

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: Bridgewalk Community Development District
 c/o Governmental Management Services – Central Florida, LLC
 219 E. Livingston Street
 Orlando, Florida 32801
 Attention: George Flint, District Manager
 Telephone: (407) 841-5524

Copy to: Latham, Luna, Eden & Beaudine, LLP
 201 S. Orange Ave., Suite 1400
 Orlando, Florida 32801
 Attention: Jan Albanese Carpenter, District Counsel
 Telephone: (407) 481-5800

If to Contractor: Florida ULS Operating LLC d/b/a United Landscapes
 6386 Beth Road
 Orlando, Florida 32824
 Attention: Ryan O’Hara, Director of Estimating - Orlando
 Telephone: (321) 323-6631

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. ATTORNEYS’ FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys’ fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSCEOLA COUNTY, FLORIDA.**

22. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

**SIGNATURE PAGE TO
LANDSCAPE MAINTENANCE AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

DISTRICT:

**BRIDGEWALK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Chairman/Vice-Chair, Board of Supervisors

CONTRACTOR:

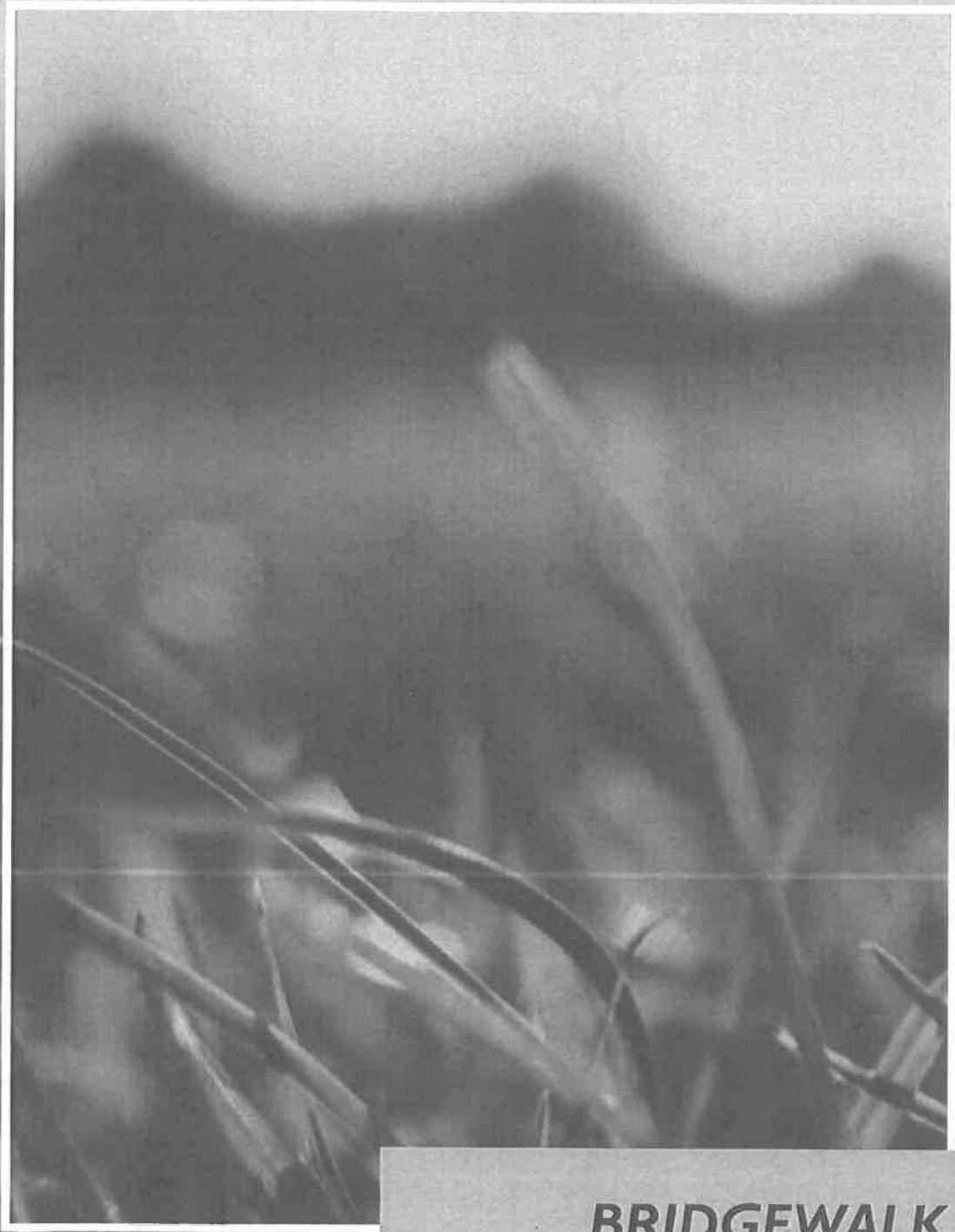
**FLORIDA ULS OPERATING LLC,
d/b/a UNITED LAND SERVICES, a
Delaware limited liability company**

By: _____
Print: _____
Title: _____

EXHIBIT "A"

PROPOSAL

[ATTACHED]



BRIDGEWALK

MAINTENANCE PROPOSAL 2021



Bridgewalk

Proposal
For
Landscape & Irrigation Maintenance



Osceola County, FL
September 27, 2021



September 27, 2021

Bridgewalk
c/o GMS
Alan Scherrer
6200 LeeVista Blvd
Orlando, FL 32822

RE: Landscape Maintenance & Irrigation Proposal for Bridgewalk

Dear Alan,

Thank you for considering United Land Services as your landscape maintenance service provider. We sincerely appreciate every opportunity presented to build a lasting relationship with our clients. Our proposal has been uniquely crafted to address your community's specific needs and expectations you have expressed for Bridgewalk Phase 1A. We call this your *Community Road Map*[™] because it was designed to illustrate the steps to take your community from its current state to one your residents will be proud of for years to come.

Included in your *Community Road Map*[™] you will find the following sections:

- **Company History:** Information about our company's experience, capabilities and core values.
- **Development Strategy:** Our transition plan includes taking action to ensure a smooth transition from the installation phase of the project into routine maintenance services.
- **Scope of Services Summary:** This section outlines our scope of services, derived from industry established Best Management Practices and our years of experience in the field.
- **Agreement & Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please do not hesitate to contact me at any time. I am always available to provide solutions and discuss any aspect of property's needs directly.

Sincerely,

A handwritten signature in black ink, appearing to read "John Borland".

John Borland
Branch Manager - Orlando
United Land Services
Cell - 904.855.5383

A handwritten signature in black ink, appearing to read "Ryan O'Hara".

Ryan O'Hara
Director of Estimating- Orlando
United Land Services
Cell - 321.323.6631



**Company History,
Experience
&
Services**

Company History

Locations, History, Services & Approach

Field Support Office

12428 San Jose Blvd
Jacksonville, FL 32223
(904) 829-9255

ULS Orlando South

6386 Beth Rd
Orlando, FL 32824

Additional Areas Served

- Montgomery, Alabama
- Central Florida
- Port St. Lucie, Florida
- Fernandina Beach, Florida
- Tampa, Florida
- Metro Jacksonville



Total Number of Employees

400+

Our History

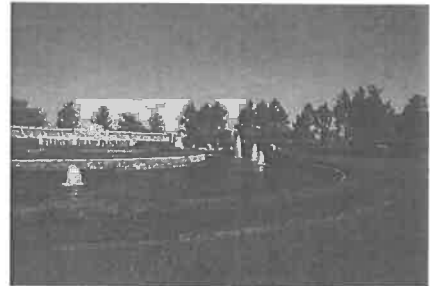
How It All Started

The Company was founded by Bob Blandford in 2001 as United Landscapes, a name that has come to be synonymous with best-in-class landscape design, installation and maintenance services across the Jacksonville and St. Johns County area. Today, the Company has over 400 employees working daily with hundreds of commercial customers throughout Florida. Each location is capable of independently managing and enhancing a variety of complex landscape projects.

Services Offered & Approach

At United Land Services, we meet the highly specific needs of our clients by offering a comprehensive selection of services — from the design to the installation to the ongoing maintenance. Our landscape service divisions are equipped to handle a wide variety of properties, including masterplan communities, condominiums, golf clubs, office complexes, retail establishments and resorts. We perform these services with your distinct needs at the forefront of everything we do. We are local owners and operators committed to delivering excellent service at the highest levels of quality and craftsmanship.

United Land Services takes a proactive approach when it comes to the landscape. We become trusted partners for all your landscape needs while providing quality landscapes in line with University of Florida Best Management Practices.



Products & Services

We Are Your All-Inclusive Service Provider



Landscape Maintenance

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Outdoor Lighting

Landscape lighting can increase your property's safety, make it easier to navigate, and allow clients, residents, and guests to enjoy it late into the evening.



Commercial Installation

We provide large scale Commercial Landscape and Irrigation Installation at the highest level. From initial design through value engineering and buildout.



Sod Installation

United takes your lawns from withering to wonderful. We offer expert sod-laying and seeding services as well as over-seeding to thicken up your turf.



Landscape Design

The design and planning phase is critical to a successful project. Our design team offers complete landscape architecture services that ensure a seamless process and a beautiful final product.



Irrigation Systems

Enjoy lush lawns, healthy trees and gardens for the entire growing season, without having to lift a finger.



Hardscapes

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Driveways & Entranceways

Welcome clients, customers, residents and guests to your property with a well-kept and attractive entrance.

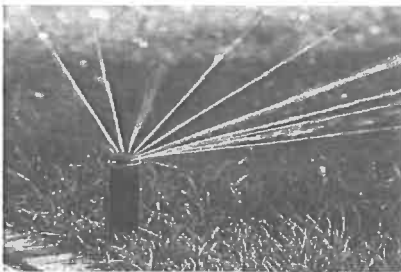
Irrigation Experts

Your Team of Certified & Licensed Specialists



Installation, Maintenance & Repairs

- **Installation** - At United Land Services, our irrigation experts are certified and licensed to install the most sophisticated, water wise irrigation systems. Our team has had over 25 years of installing systems across the Southeast.
- **Maintenance** - Monthly irrigation inspections and adjustments keep your system performing effectively and efficiently. United Land Services conducts routine wet checks with monthly reports to ensure proper coverage is being maintained to protect your investment.
- **Improvements** - Whether you have an old or new irrigation system, you can trust United Land Services to conduct a full audit and clearly communicate any deficiencies found to be repaired. Our team is ready to serve you.



Agronomics Program

Certified Pest Control Operators



Fertilization, Pest Control & Agronomy Management

- **Fertilization** - We understand the importance of curb appeal. We also understand that investing in the correct agronomics plan is an investment in your community. United Land Services takes pride in operating the fertilization and pest control throughout the Southeast
- **Pest Control** - United Land Services has developed a reputation for creating and maintaining thriving landscape environments for the Southeast's most demanding clients.
- **Agronomy Management** - We have a catered approach to all of our property's because not one size fits all. Our certified pest control specialists will customize an integrated plan to keep your community flourishing.



Development Strategy

Phased Development Strategy

Best Management Practices

This is a custom designed plan using Florida Best Management Practices to exceed your desired look for this property. We have outlined the initial tasks that our Landscape Maintenance teams will perform as we begin our partnership regarding this property.

We have broken the tasks down into distinct phases to cover the first 90 days of this transition. This will provide an easy way to monitor and measure our progress as we formulate our joint strategy for the best results.



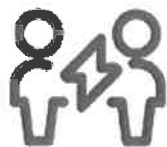
Premier Landscape Platform



A Reputation of Excellence



Full-Suite of Services



Experienced Management Team



Relationship-Oriented Service

Phased Development Strategy

Your Landscape Management Team



John Borland
Branch Manager

John Borland is United Land Services' branch manager at our Orlando South location. With over 30 years of landscape management experience, John has developed a devotion to quality customer service and exceptional attention to detail. John is responsible for all aspects of the branch but most importantly making sure that each customer's needs and expectations are being met. He holds a degree in Landscape Architecture from Michigan State University.



John Gordon
Account Manager

John has over 30 years experience in the Green Industry and has extensive knowledge in Landscape Maintenance, Irrigation, Pest control and Fertilization. John is dedicated to his customers and strives to provide exceptional customer communication, service and attention to quality.

Closing the Communication Gap

Alignment, Execution & Building Partnerships

SAMPLE



Grande Oaks Site Walk - 4/5/21,
8:52 AM

Bill (FGL), Tom (FGL), Donna, Jeff, Tera, Mary

Monday, April 5, 2021

Prepared For Grande Oaks HOA

11 Items Identified

Tom Enright



Closing the Communication Gap

Alignment, Execution & Building Partnerships

SAMPLE



Issue 1
Selectively remove tall stalks on White BOP in a sectional manner.
Removals tagged with orange tape



Issue 2
Remove Magnolia on Cody Chase



Issue 3
Declining Washingtonian on Cody Chase



Issue 4
Remove staking kit

SAMPLE



Issue 5
Queen Palm on 46A dead from Ganoderma



Issue 6
Possible irrigation issue on Podocarpus along 46A units



Issue 7
Replace declining Pittisporum with turf



Issue 8
Proposal for method to attach Jasmine to columns / pergola

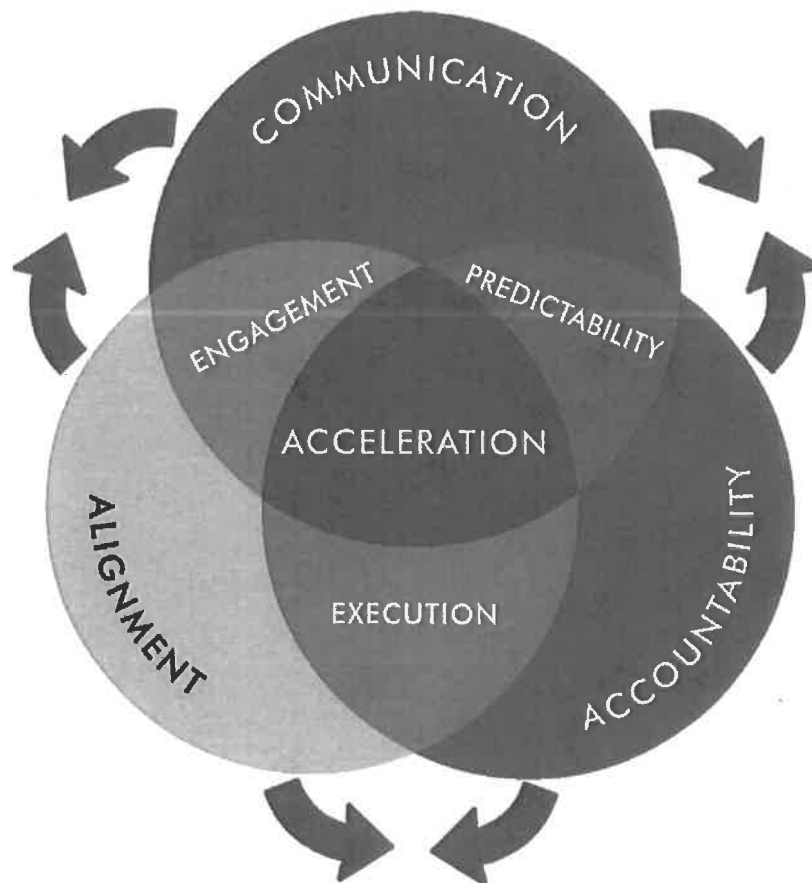
Closing the Communication Gap

Alignment, Execution & Building Partnerships

Constant, open communication between the board members, landscape committee (if applicable) and your ULS team will help to ensure expectations are set and goals are met. We plan to accomplish this through:

- Clear understanding of milestones to improve the landscape quality.
- Constant communication with HOA Management, Board Members and Committees.
- Weekly progress updates throughout the initial transition.
- Property inspections with Management and Board Members at predetermined intervals.
(Sample report on pages below).

Our goal is to tailor this communication plan to meet your needs and the needs of the community.





Scope of Services Summary

GENERAL SERVICES

A. Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn.

1. Mowing

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- b. Turf shall be mowed weekly during the growing season from March 15th through October 15th and bi-weekly during the non-growing season from October 15th through March 15th. Based on this schedule, it is estimated that ULS will perform a minimum of 40 and a maximum of 42 mowing cycles per 12-month period in the performance of this contract. It is understood that the ULS may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the owner or owner's representative. Owner will pay ULS the per cycle amount for each mowing cycle in excess of 42 per contract year when the owner or owner's representative requests additional mowing cycles.
- c. Turf shall be cut with rotary mowers to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied when possible to prevent rutting and compaction.
- d. Mowing height for St. Augustine will be 4.5", Bahia 4", Bermuda 2". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting. Cutting heights subject to change based on site conditions and prior maintenance practices.
- e. ULS will take special care to prevent damage to plant material and property as a result of the mowing operations.

2. Edging

Sidewalks, curbs, concrete slabs and other paved surfaces will be edged in conjunction with mowing operations. Edging is defined as removal of unwanted turf from the above mentioned borders by use of a mechanical edger. String trimmers will not be used for this function.

3. String Trimming

- a. String trimming shall be performed around road signs, guard posts, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.
- b. Under no circumstance will it be an acceptable practice to string trim bed edges or small turf areas that may be cut utilizing a small walk behind mower.
- c. Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the owner or the owner's representative.
- d. Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle.

4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces.

5. Damage Prevention

Special care shall be taken to protect building foundations, light poles, sign posts and other hardscape elements from mowing, edging or string trimming equipment damage.

B. Detail

Detailing of planted areas will be performed weekly in a sectional method. Greater attention will be paid to high traffic and focal areas (i.e. entranceways, clubhouses, mail kiosks, etc). The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.

1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- c. Pruning of trees up to a height of 10 feet is included in the scope of the work. If pruning is required above the height of 10 feet ULS shall propose an extra service to the owner's representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:
 - Provide clearance for pedestrians, vehicles, mowers and buildings.
 - Maintain clearance from shrubs in bed areas.
 - Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
- e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
- e. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
- f. Structural pruning will be required for several varieties of plants bi-annually, annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. Ornamental Grasses are to be haystack cut one time per year during March/April.
- g. Crape Myrtles under 12' are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by management. Trees with an overall height above 12' will not be pruned.

- h. Pruning of all palms less than 10' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

2. Edging

- a. Edging is defined as removal of unwanted vegetation along beds and tree saucers. Edges are to be perpendicular to the ground.
- b. Only mechanical edgers will be used for this function. Use of string trimmers or non selective herbicides will not be allowed.
- c. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.
- d. Landscape beds containing rock will not be mechanically edged.

3. Weed Control

- a. Pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
- b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds.

C. General

1. Policing

- a. During each service visit, ULS will make best efforts to remove all trash, debris and fallen tree litter. ULS is not responsible for removal of excessive storm debris which would be performed with prior approval.
- b. All litter shall be removed from the property and disposed of off site.
- c. Trash cans and dog stations will be changed twice weekly, Monday and Thursday. ULS will provide bags for both.

2. Communication

- a. ULS will communicate with the owner or the owner's representative for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. ULS will provide updates to owner / association as agreed upon at time of contract initiation. Monthly Irrigation reports and Lawn & Ornamental reports can also be made available.
- c. ULS agrees to take part in monthly inspections of the property, should owner choose to do so.

3. Staffing

- a. ULS is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.



- b. ULS shall provide consistent service on set day(s) each week with the exception of scheduling adjustments for federally recognized holidays or Acts of God.

TURF CARE PROGRAM

A. Application Schedule

ST. AUGUSTINE

<u>Month</u>	<u>Application</u>
January:	Liquid application, fertilizer, broadleaf weed & disease control (as needed)
March:	Spring granular fertilization, broadleaf weed, insect and disease control
May:	Liquid fertilization with insect and weed control (as needed)
July:	Summer granular fertilization, insect and weed control (to be timed in accordance with Blackout dates)
September:	Liquid fertilization, insect and disease control (as needed)
November:	Fall granular fertilization, broadleaf weed and disease control

BERMUDA

<u>Month</u>	<u>Application</u>
January:	IPM spot treatment for weeds as necessary and inspect/treat fungal activity.
February:	Pre-emergent herbicide/spot treatment for weeds and fungal activity.
March:	Fertilization (granular 20-0-10) with 1lb N to 1lb K, 50% slow release w/minors. Spot treat weeds and treat fungal and insect activity as necessary.
April:	Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary. Apply TopChoice
May:	Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
June:	Fertilization (granular 20-0-10) with .5lb N, slow release w/minors. Insect/weed/disease control as necessary.
July:	Liquid fertilization with .5lb N w/ Iron. Insect/weed/disease control as necessary.
August:	Apply Ammonium Sulfate(21-0-0) at rate providing .5lb N. IPM weed/insect/disease control.
September:	Liquid Fertilization with .25lb N, with Iron, post emergent weed control, insect/disease control as necessary.
October:	Fertilization with 14-0-40 or similar. Weed/insect/disease control as necessary.

- November: Blanket pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket 0-0-62(Potash), IPM-spot treat weeds as necessary, inspect/treat fungal activity.

B. Application Requirements

I. Fertilization

- a. Annual program will include a maximum of 5 lbs of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met.
- c. All hardscape surfaces will be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. All State and County regulations regarding "Blackout Periods" for granular fertilizer applications will be adhered to. Timing of applications may fluctuate to be in adherence.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. ULS will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
- b. ULS shall alert owner or owner's representative of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. ULS will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass, Bermudagrass, Torpedo Grass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God.

TREE/SHRUB CARE PROGRAM

A. Application Schedule

<u>Month</u>	<u>Application</u>
February:	Spring granular fertilization, insect and disease control as needed

March/April:	Insect, disease control and fertilization as needed
May/June:	Insect, disease control and fertilization as needed
July/August:	Minor nutrient blend with insect and disease control
October:	Fall granular fertilization, insect and disease control as needed
December:	Insect, disease control and fertilization as needed

B. Application Requirements

I. Fertilization

- a. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
- b. Annual program will include a minimum of 30% slow release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
- c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- d. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- e. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
- f. The irrigation system will be fully operational prior to any fertilizer application.
- g. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make up. The results will be provided to the owner or the owner's representative along with the ULS's recommendation as to any changes in the Tree / Shrub care program based on these results.

2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. ULS is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- d. Terrapin Scale has proven to be a difficult pest to control through the use of foliar sprays or drenches. Should an infestation develop that is not able to be controlled through the aforementioned methods, ULS may

be required to utilize Maujet injections or other similar methods to deploy appropriate insecticides. These applications would be proposed for approval and are not included in the monthly cost.

- e. ULS will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- f. ULS will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal, Canary Island Date, etc.), ULS will propose a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation along with OTC injections three (3) times per year. This program will be priced as an additional cost.
- b. When applicable, the ULS will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

4. Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, ULS will promptly report any detection to the CDD representative.

SPECIAL SERVICES

Note: All Special Services work is to be performed by supplemental crews

A. Bedding Plants

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

I. Schedule

- a. All flower beds on the property will be changed four (4) times per year during the months of January, April, July and October if applicable.
- b. ULS recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.

- c. All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4" individual pots.
- d. ULS will obtain prior approval of plant selection from owner or owner's representative before installation.

2. Installation

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. Annually, ULS recommends the replenishment of annual soil. A proposal will be provided for approval prior to soil installation.
- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

3. Maintenance

- a. Flower beds will be reviewed at each service visit for the following:
 - Removal of all litter and debris.
 - Beds are to remain weed – free at all times.
 - All declining blooms are to be removed immediately.
 - Inspect for the presence of insect or disease activity and treat immediately.
- b. Seed heads are to be removed from Coleus plants as soon as they appear. "Pinching" of Coleus plants weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.
- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.

4. Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

B. Bed Dressing

1. Schedule

- a. Bed dressing will be replenished in all planted and unplanted areas one time per year, typically in the fall months.
- b. Installation will be completed within a three week time period.

2. Installation

- a. Prior to application, areas will be prepared by removing all foreign debris and weeds.
- b. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- c. Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the Owner or Owner's representative.

C. Palm Trimming

1. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Canary Island Date, etc.) in excess of 10' CT will be trimmed two times per year in June and December. Trim specimen palms so that the lowest remaining fronds are parallel to the ground. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. After trimming, the lowest fronds should be left parallel to the ground.
2. All palms less than 10' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
3. Washingtonia palms in excess of 10' CT will be trimmed two times per year in the months of February/March and July/August.
4. All palms other than Washingtonia, in excess 10' CT will be trimmed once per year in the months of July/August.
5. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
6. Trim Sabal, Washington, Chinese, Fan and Ribbon Palms so that the lowest remaining fronds are left at a ten and two o'clock profile. "Hurricane" cuts are only to be done at the direction of management.
7. When trimming, cut the frond close to the trunk without leaving "stubs".

IRRIGATION MAINTENANCE

A. Frequency of Service

1. ULS will perform the following itemized services under "Specifications" on a monthly basis.
 - a. The irrigation inspection will be performed during the same week(s) each month.

B. Specifications

1. Activate each zone of the system.
2. Visually check for any damaged heads or heads needing repair.
3. Clean, straighten or adjust any heads not functioning properly.
4. Report any valve or valve box that may be damaged in any way.
5. Leave areas in which repairs or adjustments are made free of debris.

6. Adjust controller to the watering needs as dictated by weather conditions and seasonal requirements and Water Management District restrictions including adjusting of rain sensor.
7. ULS will provide a written report of the findings by zone.

C. Qualifying Statements

1. Repairs

- a. Repairs that become necessary and that are over and above the routine maintenance contract will be done on a time and material basis.
- b. Request for authorization must be submitted to the Owner's Representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the Owner or the Owner's Representative prior to ULS initiating any work.

2. Service Calls

- a. Service Calls required between scheduled visits will be billed on a time and material basis.
 - b. When not an emergency, request for authorization must be submitted in written form to the Owner's Representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the owner or the owner's representative prior to ULS initiating any work.
3. ULS will pay special attention during irrigation maintenance inspections (IMC) to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.
 4. Damage resulting from ULS's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the owner.
 5. ULS shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
 6. ULS shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
 7. ULS will visually inspect for potential irrigation system deficiencies weekly while performing routine maintenance.
 8. ULS will provide an emergency contact number for irrigation repairs.

Scope of Services Summary

Annual Maintenance Outline

In order to maintain a high-level of service for your property, we plan carefully and intentionally to anticipate the needs of your property. Our team of experienced professionals have a keen attention to detail. Please ask if you have any questions about our visits or frequencies.

SERVICES

VISITS

Maintenance Services

Mowing Services—Common Areas, Entrance, Bermuda Lawn
Bahia Ponds

42

28

Detail Services

Pruning

12

Weeding— Manual and Chemical Visits

As Needed

Fertilization & Pest Control Services

Turf Weed & Insect Control

As Needed

Granular Turf Applications (St Aug)

3

Granular Turf Applications (Bermuda)

6

TopChoice Application (Bermuda)

1

Shrub Visits

2

Shrub Insecticide & Fungicide

As Needed

Irrigation

Monthly Inspections with Reports

12

Palm Pruning

Sabal Palms (67)

2

Mulch

Mini Pine Bark (150cy)

1



Your Investment

Your Investment

Landscape Management Proposal

Contract Maintenance	Monthly	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Tree Pruning (up to 10 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup	\$4,445.00	\$53,340.00
Fertilization & Chemical Treatments Includes Palm & Shrub Fertilization, Turf Fertilization & Pest Control Applications	\$466.00	\$5,592.00
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$305.00	\$3,660.00
Mulch - 1x refresh annually Includes installation of Mini Pine Bark (150cy) per occurrence	\$687.00	\$8,244.00
Palm Pruning - 2x annually, trimming to 10&2 position, removal of debris Sabal Palms (67) (50% Discount on Palm Trimming for the First Year)	\$368.00 \$184.00	\$4,416.00 \$2,208.00
Totals Total Cost for First Year Maintenance Service	\$6,271.00 \$6,087.00	\$75,252.00 \$73,044.00



SERVICES AGREEMENT

This Services Agreement (the "*Agreement*") is entered into this ___ day of _____, 2021 (the "*Effective Date*"), between _____ a _____ (the "*Customer*"), and _____ a _____ (the "*Contractor*"). Contractor is in the business of providing landscape maintenance services and Customer desires to contract with Contractor to provide landscape maintenance services to Customer and certain properties managed by Customer in accordance with the following terms and conditions of this Agreement.

1. Services. Contractor agrees to provide the Customer with the scope of services set forth in Exhibit A (the "*Services*") at the locations specified therein. Contractor agrees to provide all labor, material, equipment and supervision to perform the duties outlined by this Agreement, except that Customer shall provide any necessary water and utilities necessary for Contractor to perform the Services. Contractor warrants to the Customer that: (i) Contractor will perform the Services in a workmanlike manner in accordance with reasonable prevailing industry standards; (ii) Contractor shall comply with all applicable laws; (iii) Contractor has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Contractor from complying with the provisions of this Agreement. Contractor shall not have any liability for any nonperformance, delays, or alleged deficient performance resulting from any environmental issues, including drought, hurricane, flooding, tornados, rainfall, storms, earthquakes, or other disasters or weather events, any governments actions or changes in law, any wars, acts of terrorism, epidemics, shortages, strikes or other labor issues, or other causes beyond the control of Contractor. Contractor hereby waives any implied warranties, including, without limitation, any warranties of fitness for a particular purpose or workmanship. Contractor's liability under the performance of this Agreement shall be limited to the value of any Services that are deficient or otherwise result in such liability.

2. Compensation. In consideration of the Contractor's performance of the Services, the Customer agrees to pay Contractor the fees set forth on Exhibit A for the Services set forth therein, which shall increase by four percent at the beginning of each annual renewal term of the Agreement. Customer shall be responsible for all sales, use, and other taxes with respect to all amounts paid by the Customer to Contractor under this Agreement other than taxes on Contractor's income. Fees for the Services shall be invoiced during the month in which those Services are to be performed and all fees shall be paid within thirty days of invoice by Contractor to Customer. There is a late payment fee of twenty-five dollars. Payments shall be made by ACH or check. Contractor may adjust the fees on an annual basis by giving Customer written notice and such adjustment shall be effective on the next calendar month after the month such notice is given. The fees charged by Contractor are the confidential information of Contractor and shall not be disclosed by Customer to any other person or entity. Should Contractor need to pursue legal action to collect any amounts owed, Customer agrees to pay attorney's fees, court costs, service charges and any other expenses incurred with the collection of any outstanding debts owed to Contractor.

3. Term and Termination. The initial term of the Agreement shall commence on the Effective Date and, unless earlier terminated as permitted under this Agreement, shall continue until the date that is twelve (12) months following the Effective Date. Thereafter, the Agreement shall automatically renew for successive one year periods. Either party may terminate the renewal with 30 days written notice.



4. *General.* Contractor enters into this Agreement as an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of joint venturers, partners, employer and employee, franchiser and franchisee, master and servant, or principal and agent. Contractor shall be solely responsible for all taxes, withholdings and other similar statutory obligations with respect to its employees, including without limitation, Worker' Compensation Insurance. Either party may assign this Agreement to an affiliate or to any successor entity or purchaser of a substantial portion of the assets of such party that relate to the subject matter of this Agreement without the other party's consent but with written notice. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Florida. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Florida, as applicable, for any matter arising out of or relating to this Agreement. Except where provided otherwise, notices hereunder shall be in writing and shall be deemed to have been given upon receipt. All communications will be sent to the party's address as set forth herein, or at such address as the parties may later specify in writing for such purposes. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties.

THIS SERVICES AGREEMENT IS ACCEPTED AND AGREED TO AS OF THE EFFECTIVE DATE:

Contractor:

By: _____

Name: _____

Title: _____

Customer:

By: _____

Name: _____

Title: _____

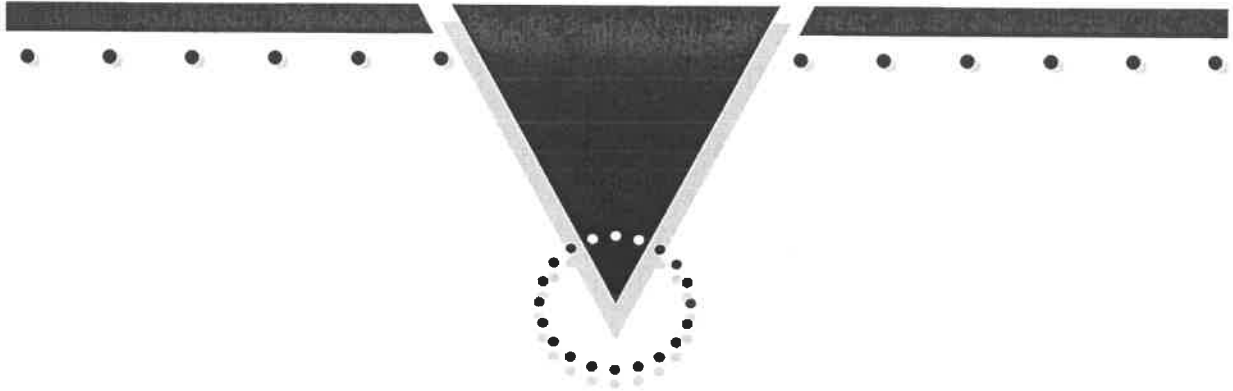


UNITED
Land Services

SECTION VIII

SECTION C

SECTION 1



**Bridgewalk
Community Development District**

Unaudited Financial Reporting

March 31, 2022



TABLE OF CONTENTS

1	<u>BALANCE SHEET</u>
2	<u>GENERAL FUND INCOME STATEMENT</u>
3	<u>DEBT SERVICE FUND SERIES 2022</u>
4	<u>CAPITAL PROJECTS FUND SERIES 2022</u>
5	<u>MONTH TO MONTH</u>
6	<u>DEVELOPER CONTRIBUTION SCHEDULE</u>
7	<u>LONG TERM DEBT SUMMARY</u>

Bridgewalk
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
March 31, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Totals 2022
<u>ASSETS:</u>				
CASH	\$6,086	--	-	\$ 6,086
DUE FROM DEVELOPER	\$11,180	-	-	\$11,180
<u>INVESTMENTS</u>				
SERIES 2022				
RESERVE	-	\$1 23,450	-	\$1 23,450
REVENUE	-	\$0	-	\$0
INTEREST	-	\$ 48,476	-	\$ 48,476
CONSTRUCTION	-	-	\$ 4,064,564	\$4,064,564
COST OF ISSUANCE	-	-	\$0	\$0
TOTAL ASSETS	\$17,266	\$171,926	\$4,064,564	\$4,253,756
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$10,103	-	-	\$10 ,103
<u>FUND EQUITY:</u>				
FUND BALANCES:				
UNASSIGNED	\$7,163	-	-	\$ 7,163
RESTRICTED FOR DEBT SERVICE	-	\$1 71,926	-	\$1 71,926
RESTRICTED FOR CAPITAL PROJECTS	-	-	\$ 4,064,564	\$4,064,564
TOTAL LIABILITIES & FUND EQUITY	\$17,266	\$171,926	\$4,064,564	\$4,253,756

BRIDGEWALK

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending March 31, 2022

	ADOPTED BUDGET	PRORATED BUDGET THRU 3/31/22	ACTUAL THRU 3/31/22	VARIANCE
REVENUES:				
DEVELOPER CONTRIBUTIONS	\$106,918	\$53,459	\$50,302	(\$3,157)
TOTAL REVENUES	\$106,918	\$53,459	\$50,302	(\$3,157)
EXPENDITURES:				
ADMINISTRATIVE:				
SUPERVISORS FEES	\$12,000	\$6,000	\$4,000	\$2,000
FICA EXPENSE	\$918	\$459	\$306	\$153
ENGINEERING	\$12,000	\$6,000	\$0	\$6,000
ATTORNEY	\$25,000	\$12,500	\$7,969	\$4,531
DISSEMINATION	\$0	\$292	\$292	\$0
ANNUAL AUDIT	\$0	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$0	\$0	\$0	\$0
MANAGEMENT FEES	\$35,000	\$17,500	\$17,500	(\$0)
INFORMATION TECHNOLOGY	\$1,050	\$525	\$525	\$0
WEBSITE CREATION	\$1,750	\$1,750	\$1,750	\$0
WEBSITE MAINTENANCE	\$600	\$300	\$100	\$200
TELEPHONE	\$300	\$150	\$0	\$150
POSTAGE	\$1,000	\$500	\$45	\$455
INSURANCE	\$5,000	\$5,000	\$5,000	\$0
PRINTING & BINDING	\$1,000	\$500	\$223	\$277
LEGAL ADVERTISING	\$10,000	\$5,000	\$8,196	(\$3,196)
OTHER CURRENT CHARGES	\$500	\$250	\$2,500	(\$2,250)
OFFICE SUPPLIES	\$625	\$313	\$55	\$258
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
FIELD:				
ELECTRIC	\$0	\$0	\$240	(\$240)
TOTAL EXPENDITURES	\$106,918	\$57,213	\$48,875	\$8,338
EXCESS REVENUES (EXPENDITURES)	\$0		\$1,426	
FUND BALANCE - Beginning	\$0		\$5,736	
FUND BALANCE - Ending	\$0		\$7,163	

BRIDGEWALK

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Series 2022

Statement of Revenues & Expenditures

For The Period Ending March 31, 2022

	PROPOSED BUDGET	PRORATED BUDGET THRU 3/31/22	ACTUAL THRU 3/31/22	VARIANCE
REVENUES:				
BOND PROCEEDS	\$171,926	\$171,926	\$171,926	\$0
INTEREST	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$171,926	\$171,926	\$171,926	\$0
EXPENDITURES:				
INTEREST EXPENSE - 06/15	\$48,476	\$0	\$0	\$0
TOTAL EXPENDITURES	\$48,476	\$0	\$0	\$0
OTHER SOURCES/(USES):				
TRANSFER IN/(OUT)	\$0	\$0	(\$0)	\$0
TOTAL SOURCES/(USES)	\$0	\$0	(\$0)	\$0
EXCESS REVENUES (EXPENDITURES)	\$123,450		\$171,926	
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	\$0		\$171,926	

BRIDGEWALK

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

Series 2022

Statement of Revenues & Expenditures

For The Period Ending March 31, 2022

	PROPOSED BUDGET	PRORATED BUDGET THRU 3/31/22	ACTUAL THRU 3/31/22	VARIANCE
<u>REVENUES:</u>				
BOND PROCEEDS	\$0	\$0	\$4,268,074	\$4,268,074
PREMIUM	\$0	\$0	\$95,410	\$95,410
INTEREST	\$0	\$0	\$5	\$5
TOTAL REVENUES	\$0	\$0	\$4,363,489	\$4,363,489
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$0	\$0
CAPITAL OUTLAY - COST ISSUANCE	\$0	\$0	\$298,925	(\$298,925)
TOTAL EXPENDITURES	\$0	\$0	\$298,925	(\$298,925)
<u>OTHER SOURCES/(USES):</u>				
TRANSFER IN/(OUT)	\$0	\$0	\$0	(\$0)
TOTAL SOURCES/(USES)	\$0	\$0	\$0	(\$0)
EXCESS REVENUES (EXPENDITURES)	\$0		\$4,064,564	
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	\$0		\$4,064,564	

BRIDGEWALK
Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
REVENUES:													
DEVELOPER CONTRIBUTIONS	\$10,918	\$10,286	\$4,336	\$8,898	\$4,684	\$11,180	\$0	\$0	\$0	\$0	\$0	\$0	\$50,302
TOTAL REVENUES	\$10,918	\$10,286	\$4,336	\$8,898	\$4,684	\$11,180	\$0	\$0	\$0	\$0	\$0	\$0	\$50,302

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	\$0	\$1,600	\$0	\$0	\$1,600	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000
FICA EXPENSE	\$0	\$122	\$0	\$0	\$122	\$61	\$0	\$0	\$0	\$0	\$0	\$0	\$306
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$2,136	\$896	\$764	\$7,996	\$1,177	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,969
DISSEMINATION	\$0	\$0	\$0	\$0	\$0	\$292	\$0	\$0	\$0	\$0	\$0	\$0	\$292
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MANAGEMENT FEES	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$17,500
INFORMATION TECHNOLOGY	\$88	\$88	\$88	\$88	\$88	\$88	\$0	\$0	\$0	\$0	\$0	\$0	\$525
WEBSITE CREATION	\$0	\$0	\$0	\$1,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,750
WEBSITE MAINTENANCE	\$0	\$0	\$0	\$0	\$50	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$100
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$0	\$0	\$11	\$0	\$4	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$45
INSURANCE	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
PRINTING & BINDING	\$0	\$95	\$15	\$59	\$0	\$54	\$0	\$0	\$0	\$0	\$0	\$0	\$223
LEGAL ADVERTISING	\$4,333	\$3,862	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,196
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
OFFICE SUPPLIES	\$0	\$0	\$54	\$0	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$55
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
FIELD:													
ELECTRIC	\$0	\$0	\$0	\$0	\$240	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$240
TOTAL EXPENDITURES	\$14,649	\$9,580	\$3,848	\$7,809	\$6,198	\$6,791	\$0	\$0	\$0	\$0	\$0	\$0	\$48,875

EXCESS REVENUES (EXPENDITURES)	(\$3,730)	\$706	\$488	\$1,089	(\$1,515)	\$4,389	\$0	\$0	\$0	\$0	\$0	\$0	\$1,426
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BRIDGEWALK
Community Development District
Developer Contributions/Due from Developer

Funding Request #	Prepared Date	Payment Received Date	Check Amount	Total Funding Request	General Fund Portion (21)	General Fund Portion (22)	Due from Capital	Over and (short) Balance Due
FY21 - 1								
1	9/15/21	11/23/21	\$ 12,750.00	\$ 12,750.00	\$ 6,000.00	\$ 6,750.00	\$ -	\$ -
2	10/25/21	11/23/21	\$ 6,969.17	\$ 6,969.17	\$ 2,801.00	\$ 4,168.17	\$ -	\$ -
3	11/23/21	2/11/22	\$ 6,224.12	\$ 6,224.12	\$ -	\$ 6,224.12	\$ -	\$ -
4	11/28/21	2/11/22	\$ 4,062.08	\$ 4,062.08	\$ -	\$ 4,062.08	\$ -	\$ -
5	12/10/21	2/11/22	\$ 4,336.01	\$ 4,336.01	\$ -	\$ 4,336.01	\$ -	\$ -
6	1/17/22	2/11/22	\$ 8,897.74	\$ 8,897.74	\$ -	\$ 8,897.74	\$ -	\$ -
7	2/14/22	3/5/22	\$ 4,683.62	\$ 4,683.62	\$ -	\$ 4,683.62	\$ -	\$ -
8	3/14/22	4/1/22	\$ 7,502.99	\$ 7,502.99	\$ -	\$ 7,502.99	\$ -	\$ -
9	3/25/22	4/8/22	\$ 3,677.00	\$ 3,677.00	\$ -	\$ 3,677.00	\$ -	\$ -
	4/15/22		\$ 4,818.35	\$ 4,818.35	\$ -	\$ 4,818.35	\$ -	\$ 4,818.35
Due from Developer				\$ 63,921.08	\$ 8,801.00	\$ 55,120.08	\$ -	\$ 4,818.35

Total Developer Contributions FY22

\$ 55,120.08

BRIDGEWALK
COMMUNITY DEVELOPMENT DISTRICT

LONG TERM DEBT REPORT

SERIES 2022,S PECIAL ASSESSMENT BONDS	
ASSESSMENT AREA ONE PROJECT	
INTEREST RATE:	2.500%, 3.000%, 3.250%, 4.000%
MATURITY DATE:	12/15/2052
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$123,450
RESERVE FUND BALANCE	\$123,450
BONDS OUTSTANDING - 2/22/22	\$4,440,000
CURRENT BONDS O U TSTANDING	\$4,440,000

SECTION 2

Bridgewalk

Community Development District

FY22 Funding Request #9
April 15, 2022

Payee		General Fund FY2022
1	Governmental Management Services-CF, LLC Invoice #9 - Management Fees - April 2022	\$ 3,378.75
2	Latham, Luna, Eden & Beaudine, LLP Invoice #28523 - General Counsel - March 2022	\$ 338.40
3	Orlando Utilities Com missions Account #0213028116 - Initial Deposit - 56791 Cyrils Drive - February 2022	\$ 240.00
4	Supervisor Fees April 4, 2022	
	Ashley Baksh	\$ 215.30
	Patrick Bonin Jr.	\$ 215.30
	Brent Kewley	\$ 215.30
	Adam Morgan	\$ 215.30
		\$ 4,818.35
Total:		\$ 4,818.35

Please make check payable to:

Bridgewalk Community Development District
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 9
Invoice Date: 4/1/22
Due Date: 4/1/22
Case:
P.O. Number:

Bill To:
Bridgewalk CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - April 2022		2,916.67	2,916.67
Website Administration - April 2022		50.00	50.00
Information Technology - April 2022		87.50	87.50
Dissemination Agent Services - April 2022		291.67	291.67
Office Supplies		0.18	0.18
Postage		3.18	3.18
Copies		29.55	29.55

Total \$3,378.75

Payments/Credits \$0.00

Balance Due \$3,378.75



LATHAM, LUNA,
EDEN & BEAUDINE,
P.A.

201 S. ORANGE AVE, STE 1400
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32801

April 13, 2022

Invoice #: 28523
Federal ID #:59-3366512

BRIDGEWALK CDD
c/o Governmental Management Services- CFL, Inc. 219 East
Livingston Street
Orlando, FL 32801

RECEIVED
APR 14 2022
BY: _____

Matter ID: 3371-001 General

For Professional Services Rendered:

3/7/2022	KET	Review of Agenda in preparation of upcoming Board of Supervisors' meeting. Attended Board of Supervisors' meeting and preparation of task list.	1.00	\$275.00
3/28/2022	KET	Review of task list in preparation of upcoming Board of Supervisors' meeting.	0.20	\$55.00
Total Professional Services:			1.20	\$330.00

For Disbursements Incurred:

3/7/2022		Kristen Trucco travel to Board Meeting on March 7, 2022		\$8.40
Total Disbursements Incurred:				\$8.40

Total \$338.40
Previous Balance \$1,177.00

Payments & Credits

<u>Date</u>	<u>Type</u>	<u>Notes</u>	<u>Amount</u>
			Payments & Credits \$0.00
			Total Due \$1,515.40

Account Summary

Account Number: 0213028116

BILLING SUMMARY 02/21/2022	
Account Balance:	\$ 0.00
Past Due:	\$ 0.00
Last Payment	\$ 240.00 on 02/21/2022
Paperless: Not Enrolled	Update Paperless Status

Service Address: 56791 Cyrils Drive, St. Cloud, FL 34771

MY INFO	Edit Info
Customer Name BRIDGEWALK COMMUNITY DEVELOPMENT	
Mailing & Billing Address 1408 Hamlin Ave Unit E Saint Cloud, FL 34771 UNITED STATES Update	
Email Address tviscarra@gmscfl.com Update	
Phone Numbers PRIMARY (407) 347-4103 Update	
Password Update	

ALERT ENROLLMENT
Outage Enrollment Status Preferences not set Set Alert Preferences
Billing Enrollment Status Preferences not set Set Alert Preferences