

**Bainebridge
Community Development District**

**Board of Supervisors' Meeting
November 15, 2018**

**District Office:
2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084**

www.bainebridgecdd.org

**BAINEBRIDGE
COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St Augustine, FL 32094

Board of Supervisors	Paul McLemore William Huff Chris Chlupp Sarah Morris LaKesha Jones	Chairman Vice Chairman Assistant Secretary Assistant Secretary Board Supervisor
District Manager	Lesley Gallagher	Rizzetta & Company, Inc.
District Counsel	Katie Buchanan	Hopping Green & Sams, P.A.
District Engineer	Vince Dunn	Dunn & Associates

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

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

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

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

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 2806 N. FIFTH STREET • UNIT 403 • ST AUGUSTINE, FL 32084

www.bainebridgecdd.org

**Board of Supervisors
Bainebridge Community
Development District**

November 8, 2018

AGENDA

Dear Board Members:

The **regular** meeting of the Bainebridge Community Development District will be held on **Thursday, November 15, 2018 at 3:00 p.m.** at the Bainebridge Amenity Center, located at 15855 Twin Creek Drive, Jacksonville, Florida 32218. Following is the agenda for the meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Appointment to seat Five (5).....Tab 1
 - B. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held September 20, 2018.....Tab 2
 - C. Ratification of the Operation and Maintenance Expenditures for September 2018.....Tab 3
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Amenity Report
 - 1.) First Coast CMS Report, November 5, 2018.....Tab 4
 - i.) Update on Resident Suspension of Amenity Privileges
 - D. Field Inspection Report
 - 1.) Field Inspection Report October 22, 2018.....Tab 5
 - E. Landscape Report
 - 1.) Brightview Landscape Report, November 6, 2018.....Tab 6
 - i.) Consideration of Landscape Enhancement Proposal(s).....Tab 7
 - F. District Manager
 - 1.) Charles Aquatics Pond Report, October 30, 2018.....Tab 8
- 5. BUSINESS ITEMS**
 - A. Discussion Regarding Amenity Center Policies
 - B. Public Hearing on Amenity Rental Rates
 - 1.) Consideration of Resolution 2019-01, Adopting Amenity Rental Rates....Tab 9
 - C. *Consideration of Proposals for Entry Monument (Under Separate Cover)*
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Very truly yours,
Lesley Gallagher
Bainebridge Community Development District

CALL TO ORDER / ROLL CALL

**AUDIENCE COMMENTS
ON AGENDA ITEMS**

BUSINESS ADMINISTRATION

Tab 1

Dear Ms. Gallagher,

Subject: Bainbridge board request

I formally request consideration for the opportunity to serve on the governing board of Bainbridge estates. I have been a member of the community for the last ten years. During that time I have become experienced with the community issues and developments. I have the desire to serve that community to the best of my abilities and experience. I am retired after serving in the US Army for 33 years, from Enlisted to Officer. I will work hard to continue the good work of the board, and to make it better in the future.

Sincerely,

Charles F. Straw
US Army, Ret.

Sent from my iP

Tab 2

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MINUTES OF MEETING

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

**BAINEDRIDGE
COMMUNITY DEVELOPMENT DISTRICT**

The **regular** meeting of the Board of Supervisors of Bainebridge Community Development District was held on **Thursday, September 20, 2018 at 3:00 p.m.** at the Bainebridge Amenity Center located at 15855 Twin Creek Drive, Jacksonville, FL. 32218. The following was the agenda for the meeting.

Present and constituting a quorum:

Paul McLemore	Board Supervisor, Chairman
William Huff II	Board Supervisor, Vice Chairman
Chris Chlupp	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Scott Green	Field Operations Manager, Rizzetta & Company
Katie Buchanan	District Counsel, Hopping Green & Sams
Tony Shiver	President, First Coast CMS
Jim Charles	President, Charles Aquatics
Rose Trulove	Representative, First Coast CMS
Jay Jernigan	Representative, Brightview

Audience members present

FIRST ORDER OF BUSINESS

Call to Order

Mr. McLemore called the meeting to order at 3:00 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

Mr. Mabb updated the Board that he brought information relating to agenda item 5B1 with him should the board have any questions for him.

47 **THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the Board of
Supervisors' Regular Meeting held July 19, 2018**

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On a motion by Mr. Huff, seconded by Mr. Chlupp, with all in favor, the Board approved the minutes of the Board of Supervisors' held July 19, 2018 for Bainebridge Community Development District.

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51 **FOURTH ORDER OF BUSINESS**

**Ratification of the Operation and Maintenance
Expenditures for June 2018, July 2018 and August
2018**

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On a motion by Mr. Chlupp, seconded by Mr. Huff, with all in favor, the Board ratified the Operation and Maintenance Expenditures for June 2018 in the amount of \$30,296.88, July 2018 in the amount of \$31,170.38 and August 2018 in the amount of \$16,512.09 for Bainebridge Community Development District.

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56
57 **FIFTH ORDER OF BUSINESS**

Staff Reports

58
59 Mr. McLemore updated the Board that Danielle Mayoros's resignation had been received effective 09-
60 18-2018.

61
On a motion by Mr. Huff, seconded by Mr. Chlupp, with all in favor, the Board accepted the Resignation for Danielle Mayoros for Bainebridge Community Development District.

62
63 Mr. McLemore updated the Board that he had met with the City of Jacksonville's Public Works
64 Department and Counselman Gaffney regarding the tree clearing in the creek bed and roadway
65 flooding and that he would provide more information as it became available.

- 66
67 A. District Counsel
68 No report.
69 B. District Engineer
70 No report.
71 C. Amenity Report
72 1.) First Coast CMS Field Report, September 11, 2018
73 Mr. Shiver reviewed his report found under Tab 3 of the agenda and reviewed a
74 proposal from SunBelt Gated Access to add card readers to restrooms and relocate
75 two gates in the amount of \$14,360.00.
76

On a motion by Mr. Chlupp, seconded by Mr. Huff, with all in favor, the Board approved the SunBelt gated access proposal for bathroom card readers and relocation of two gates, in the amount of \$14,360.00, that replaces approved proposal from Atlantic Companies for Bainebridge Community Development District.

78 Mr. Shiver reviewed two suspensions that occurred recently, with the first taking place on August 8,
79 2018 after a physical altercation at the Amenity Center. Discussions ensued.
80

On a motion by Mr. Chlupp, seconded by Mr. Huff, with all in favor, the Board voted to reinstate access to this resident for Bainebridge Community Development District.

81
82 The second incident occurred September 16, 2018 and involved a physical assault of an amenity
83 center staff member as well as other patrons at the amenity center and damage to vehicles. Mr. Shiver
84 explained that the assaults and damager were caused by an unauthorized guest of a resident who
85 climbed over the gate for access. Mr. Shiver noted he had reached out to the resident and has not
86 received a response back. He is also waiting on the final police report.
87

On a motion by Mr. Huff, seconded by Mr. Chlupp, with all in favor, the Board approved not allowing the violator at the facility going forward and for the resident's privileges to be suspended until such a time Mr. Shiver determined to reinstated them for Bainebridge Community Development District.

88
89 Additional suspension will be discussed at the next meeting when more information should be
90 available.
91

92 Mr. Green reviewed report found under Tab 4 of the agenda and was available for questions.
93

94 D. Landscape Report

95 1.) Brightview Landscape Field Inspection Response, September 5, 2018
96

97 Mr. Jernigan reviewed his responses to the field inspection report and provided an update on services.
98

99 E. Field Inspection Report

L00 2.) Consideration of Professional Field Services Renewal Agreement.
L01

On a motion by Mr. Huff, seconded by Mr. Chlupp, with all in favor, the Board approved the Renewal Agreement for Field Services for Quarterly Inspections at the expense of \$600.00 per inspection for Bainebridge Community Development District.

L02
L03
L04 F. District Manager

L05 1.) Charles Aquatics Fountain Repair Report, September 9, 2018 and Charles Aquatics
L06 Pond Report, July 31, 2018
L07

L08 Ms. Gallagher reviewed the recent fountain repair and that there are still a number of ponds in poor
L09 condition. She provided an updated pond report dated August 20, 2018 and August 29, 2018
L10 (Exhibit A)
L11
L12

L42 **ELEVENTH ORDER OF BUSINESS**

Consideration of Poolsure Agreement Renewal Proposal

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L44
On a motion by Mr. Chlupp, seconded by Mr. Huff, with all in favor, the Board Approved the Poolsure Renewal Proposal for Bainebridge Community Development District.

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L47 **TWELFTH ORDER OF BUSINESS**

Consideration of First Coast CMS Agreement Renewal Proposal

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On a motion by Mr. Huff, seconded by Mr. Chlupp, with all in favor, the Board Approved the First Coast CMS Agreement Renewal Proposal for Bainebridge Community Development District.

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L51 **THIRTEENTH ORDER OF BUSINESS**

Ratification of Charles Aquatics Fountain Repair Proposal

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On a motion by Mr. Huff, seconded by Mr. Chlupp, with all in favor, the Board Ratified the Charles Aquatics Fountain Repair in the amount of \$3,613.00 for Bainebridge Community Development District.

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L55 **FOURTEENTH ORDER OF BUSINESS**

Consideration of Charles Aquatics Fountain Maintenance Agreement Renewal Proposal

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On a motion by Mr. Chlupp, seconded by Mr. Huff, with all in favor, the Board Approved the Semi-Annual Fountain Maintenance Proposal from Charles Aquatics at an expense of \$125.00 per inspection for Bainebridge Community Development District.

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L59 **FIFTEENTH ORDER OF BUSINESS**

Consideration of Charles Aquatics Aquatic Maintenance Agreement Proposal

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L61
On a motion by Mr. Chlupp, seconded by Mr. Huff, with all in favor, the Board Approved the Aquatics Maintenance Renewal Proposal in the amount of \$665.00 per month for twenty (20) ponds from Charles Aquatics for Bainebridge Community Development District.

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L63 **SIXTEENTH ORDER OF BUSINESS**

Consideration of Fiscal Year 2018-2019 District Insurance Policy Renewal

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On a motion by Mr. Huff, seconded by Mr. Chlupp, with all in favor, the Board Approved the Fiscal Year 2018-2019 Insurance Policy Renewal a total premium of \$18,676.00 for Bainebridge Community Development District.

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L69 **SEVENTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2018-08, Setting
Date, Time and Location of Fiscal Year 2018-2019
Meeting Schedule**

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On a motion by Mr. Chlupp, seconded by Mr. Huff, with all in favor, the Board Adopted
Resolution 2018-08 Setting Date, Time and Location of Fiscal Year 2018-2019 Meeting
Schedule for Bainebridge Community Development District.

L73 **EIGHTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2018-09, Declaring
Seat Vacancy**

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L76
On a motion by Mr. Huff, seconded by Mr. Chlupp, with all in favor, the Board Adopted
Resolution 2018-09 Declaring Seat number Five (5) Vacant for Bainebridge Community
Development District.

L77 **NINETEENTH ORDER OF BUSINESS**

Supervisors Request

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L82
Chairman made a nomination to appoint LaKeshia Jones to the seat previously held by Danielle
Mayoros.

On a motion by Mr. Huff, seconded by Mr. Chlupp, with all in favor, the Board Appointed Ms.
Jones to seat number Two (2) for Bainebridge Community Development District.

L83 **TWENTIETH ORDER OF BUSINESS**

Audience Comments

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An audience member had a comment on restricting access and noted opposition to moving the gate

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L89
An audience member had a pond question

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L91
An audience member had a question regarding contracting for seven (7) day security

L92 **TWENTY-FIRST ORDER OF BUSINESS**

Adjournment

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On a motion by Mr. Chlupp, seconded by Mr. Huff, with all in favor, the Board adjourned the meeting
at 4:40 p.m. for Bainebridge Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

Exhibit A



6869 Phillips Parkway Drive S Jacksonville, FL 32256
Fax: 904-807-9158 Phone: 904-997-0044 Toll Free: 866-990-0044

Service Report

Date: August 20 & 29, 2018

Aquatic Tech: Jim Charles

Client: Bainebridge CDD

Contact: Lesley Gallagher

Waterways: Sixteen ponds

Comments: Mostly sunny and 84 F and calm winds.

Pond 1: The pond was in good condition. Inspected fish barrier. Fountain was not running at time of visit (pulled to shore line).



Pond 2: The pond was in good condition. Water level is normal. Inspected fish barrier.



Pond 3: This pond was in fair condition. Water level is normal. Inspected fish barrier.



Pond 4: This pond was in good condition. Water level is normal. Inspected fish barrier.



Pond 5: This pond was in fair to good condition. Water level is normal. Checked fish barrier.



Pond 6: This pond was in poor condition. Water level is normal. Treated perimeter for torpedo grass, alligator weed and pennywort.



Pond 7: This pond was in good condition. Water level is normal. Checked fish barrier.



Pond 8: This pond was in good condition with the exception of film on pond surface. Water level is normal.



Pond 9: This pond was in much improved condition. Water level is normal. Last month's treatment for naiad, torpedo grass and algae had good results.



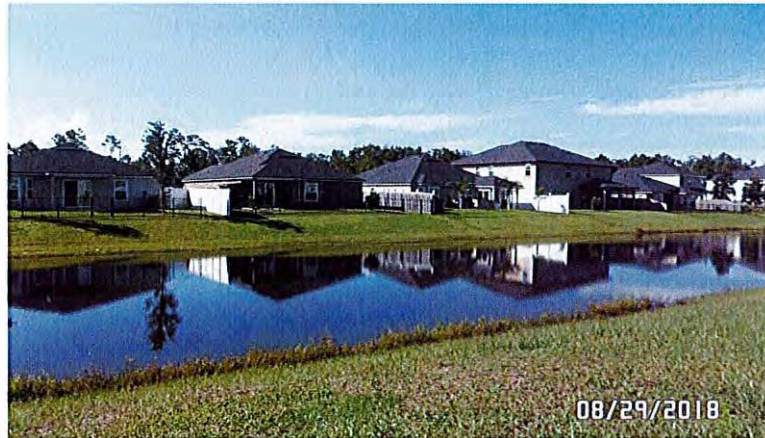
Pond 10: Pond was in fair condition. Water level is normal. Inspected fish barrier.



Pond 11: This pond was in good condition. Water level is normal.

Missed picture

Pond 12: Pond was in fair condition. Water level is normal. Checked fish barrier. Treated perimeter for torpedo grass, alligator weed and pennywort.



Pond 14: Pond was in poor condition. Water level is normal.



Pond 15: Pond was in good condition, although turbid. Water level is normal. Checked fish barriers.



Pond 16: Pond was in fair condition. Water level is normal. Checked fish barrier.



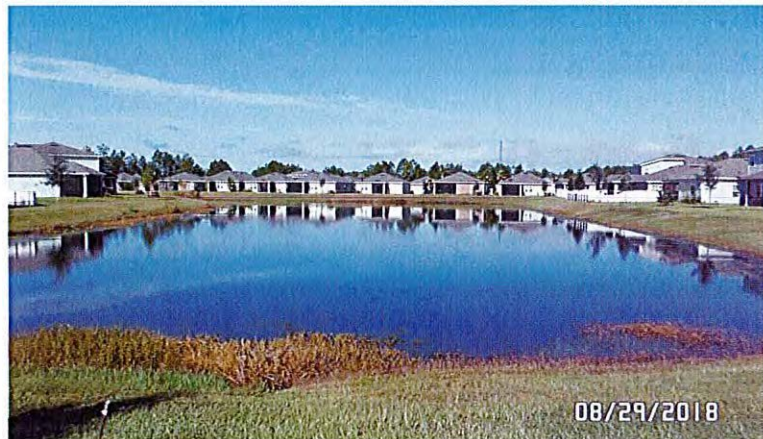
Pond 17: Pond was in good condition. Water level is normal.



Pond 18: Pond was in good condition this month. Water level is normal.



Pond 20: Pond was in poor condition. Water level is normal. Treated entire perimeter for torpedo grass, alligator weed, pennywort and duck potato on the 20th. Pond looks much better on the 29th.



Pond 22: Pond is in improving condition. Algae continues to grow on the decaying vegetation.



Jim Charles

Exhibit B

Proposal for Extra Work at Bainebridge CDD

Property Name	Bainebridge CDD	Contact	Lesley Gallager
Property Address	15855 Twin Creek Drive Jacksonville , FL 32218	To	Bainebridge CDD
		Billing Address	c/o Rizzetta & Company, Inc. 2806 N Fifth St Unit 403 St. Augustine , FL 32084
Project Name	Pool Area		
Project Description	Landscape Renovations		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
Spartina Beds interior of Pool			Subtotal	\$2,173.96
1.00	LUMP SUM	Remove all Spartina grass inside of the pool area. Prep and grade for 2 to 3" River Rock installation.	\$200.00	\$200.00
7.00	EACH	Viburnum Sweet 7 gal. installed	\$50.56	\$353.89
21.00	EACH	Bottle Brush 3 gal. installed	\$19.62	\$412.07
2.00	CUBIC YARD	2" to 3" Brown river Rock installed in areas where patio furniture backs up to beds space facing pool.	\$604.00	\$1,208.00
Beds Next to Pool			Subtotal	\$377.78
1.00	LUMP SUM	Create low profile "berm" around perimeter of two poolside beds to reduce amount of Chlorine water entering bed space. 4 CY of top soil.	\$377.78	\$377.78
1.00	LUMP SUM	Remove one smaller Sago Palm and straighten two larger existing Sago Palms. No Charge	\$.00	\$.00
60.00	EACH	Yellow Iantana 1 gal. installed No Charge	\$.00	\$.00
Pool Run-Off Area Along Fence			Subtotal	\$522.22
1.00	PALLET	Prep run off area by removing mulch and creating a even drainage fall. Install 1 CY 2-3" Brown River Rock to control erosion.	\$522.22	\$522.22
Mobilization and Debris Disposal			Subtotal	\$450.00
1.00	EACH	Mobilization and Debris disposal	\$450.00	\$450.00
Irrigation Modifications and Adjustments			Subtotal	\$565.00
1.00	LUMP SUM	Irrigation modifications and adjustments to provide proper coverage to new plant material. Cap heads where rock is going to be installed.	\$565.00	\$565.00
Bed next to Exit Gate Facing Tennis Courts			Subtotal	\$1,951.25
1.00	LUMP SUM	Remove three Crape Myrtle trees including root ball.	\$315.00	\$315.00
1.00	LUMP SUM	Remove existing turf, prep and lower grade.	\$90.00	\$90.00
11.00	EACH	Coontie Palm 3 gal. installed	\$30.75	\$338.25
2.00	CUBIC YARD	2" to 3" Brown River Rock installed	\$604.00	\$1,208.00
Crape Mytle Bed along back fence			Subtotal	\$807.00

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
11530 Davis Creek Cour., Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

**Proposal for Extra Work at
Bainebridge CDD**

1.00	LUMP SUM	Remove three Crape Myrtle trees including root ball.	\$315.00	\$315.00
16.00	EACH	Coontie Palm 3 gal. installed	\$30.75	\$492.00
Bed Under Covered pavilion				Subtotal
5.00	EACH	Coontie Palm 3 gal. installed	\$30.75	\$153.75

For internal use only

SO# 6717784
JOB# 346101085
Service Line 130

Total Price \$7,000.96

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
11530 Davis Creek Cour., Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God as defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert: to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract
 Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer	
	District Manager
Signature	Title
Lestey Gallager	September 20, 2018
Printed Name	Date
BrightView Landscape Services, Inc. "BrightView"	
	Senior Account Manager
Signature	Title
Jay Jernigan	September 20, 2018
Printed Name	Date
Job #:	346101085
SO #	6717784
Proposed Price:	\$7,000.96

Exhibit C

BAINEDRIDGE
COMMUNITY DEVELOPMENT DISTRICT

Rules, Policies and Fees
For the
Amenity Facilities

Adopted – April 17, 2014
Amended – April 19 November
15, 2018

Bainebridge Amenity Center
15855 Twin Creek Drive
Jacksonville, FL 32218

DEFINITIONS

"Amenity Facilities" or "Amenity"- shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the amenity center, together with their appurtenant facilities and areas.

"Amenity Facilities Policies" or "Policies" – shall mean these Amenity Facilities Policies of Bainebridge Community Development District, as amended from time to time.

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

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

"Board of Supervisors" or "Board" – shall mean the Bainebridge Community Development District's Board of Supervisors.

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

"District" – shall mean the Bainebridge Community Development District.

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

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

"Patron" or "Patrons" – shall mean Residents, Guests, and Non-Resident User who are eighteen (18) years of age and older.

"Property Owner" – shall mean that person or persons having fee simple ownership of land within the Bainebridge Community Development District.

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

"Resident" – shall mean any person or persons having residing in a home within the Bainebridge Community Development District that is a Property Owner or a Renter assigned user privileges pursuant to the policies set forth herein.

BAINEBRIDGE ANNUAL USER FEE

The Annual User Fee for any Non-Resident is \$2,500.00 per year. This payment must be paid in full at the time of completion of the Non-Resident user application and the corresponding agreement. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by the Non-Resident User. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities. The use of the Amenity Facility is not available for commercial purposes.

GUESTS

- (1) Residents or Non-Resident Users who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of this Polices as set forth by the District could result in loss of that Patron's privileges and membership.
- (2) Each Resident or Non-Resident User may bring no more than five (5) persons per lot as guests to the Amenities at one time unless the Patron has reserved the Bainebridge room or pool pavilion at the Amenity Facility and has paid the required usage fee. In the event a Patron has rented the Bainebridge room or pool pavilion at the Amenity Facility, the number of Guests shall be limited by the Bainebridge room or pool pavilion policies.

RENTER'S PRIVILEGES

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

GENERAL FACILITY PROVISIONS

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

Two (2) Facility Access Cards will be issued to each property owning entity within, the District and non-resident fee paying entity. The max any more family can hold is two (2) Facility Access Cards at any one time.

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

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.
- (2) Dogs and all other pets (with the exception of Seeing Eye dogs) are not permitted at the Amenity Facilities.
- (3) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
- (4) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
- (5) The Board of Supervisors (as an entity), its appointee, and the District Manager and the Amenity Manager shall have full authority to enforce these policies.
- (6) Smoking is not permitted at any of the Bainebridge Amenity Facilities or lands.
- (7) Glass and other breakable items are not permitted at any Amenity Facility.
- (8) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (9) Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
- (10) The District will not offer childcare services to Patrons at any of the Amenity Facilities.
- (11) Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the Amenity Center, tennis courts, basketball courts, athletic fields, playground area, and sidewalks surrounding these areas.
- (12) Events/Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the District Manager.
- (13) Alcoholic beverages are not permitted at any District owned facility or property at anytime with the exception of approval during an event held in the Bainebridge Amenity Room that has

authorized alcohol and met the additional Event Liability Insurance Requirement.

- (14) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Except as may otherwise be permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the District Manager
- (15) The Amenity Facilities shall not be used for commercial purposes. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (16) Firearms or any other weapons are not permitted in any of the Amenity Facilities [or their parking areas](#).
- (17) The District Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board.
- (18) Loitering (the offense of standing idly or prowling in a place, at a time or in a Manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
- (19) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- (1) Each Patron, as a condition of use of the Amenity Facilities, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.
- (2) No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. Residents and Non-Resident Users shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by a Resident or Non-Resident User or a Guest or family member(s) of the same. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Resident or Non-Resident User or a Guest or family member(s) of the same.
- (3) Any Patron or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained

or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.

- (4) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

AMENITY FACILITY OPERATIONS

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

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

District Equipment: All equipment owned, by the District and available for use by Patrons and Guests must remain in the Amenity Facilities. Should the equipment be removed damaged, missing pieces or in worse condition than when it was used by a Patron, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

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

GENERAL SWIMMING POOL RULES

NO LIFEGUARD ON DUTY- SWIM AT YOUR OWN RISK

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility.
- (2) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (3) Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
- (4) Radios, tape players, CD players, MP3 players and televisions are not permitted unless they are personal units equipped with headphones.
- (5) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the District Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (6) Showers are required before entering the pool.
- (7) Alcohol, glass containers, food, drink and chewing gum are prohibited.
- (8) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (9) The District Manager [and/or Amenity Manager](#) or its designee is authorized to direct the discontinued usage of play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
- (10) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (11) Pets (except Seeing Eye dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside the Amenity Facilities.
- (12) The District Manager or its designee reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
- (13) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (14) Proper swim attire (no cutoffs) must be worn in the pool.

- (15) No water balloons are permitted in the pool or on the pool deck area.
- (16) For the comfort of others, the changing of diapers or clothes is not allowed poolside.
- (17) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (18) Radio controlled water craft are not allowed in the pool area.
- (19) Pool entrances must be kept clear at all times.
- (20) No swinging on ladders, fences, or railings is allowed.
- (21) Pool furniture is not to be removed from the pool area.
- (22) Loud, profane, or abusive language is absolutely prohibited.
- (23) No physical or verbal abuse will be tolerated.
- (24) Tobacco or E Cigarette products are not allowed in the pool area.
- (25) Illegal drugs are not permitted.
- (26) The District is not responsible for lost or stolen items.
- (27) Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
- (28) The Amenity Center pool and covered lanai area may not be rented at anytime; however, Access may be limited at certain times for various District functions, as approved by the Board.
- (29) The Amenity Center pool may not be used by any Patron who is under the influence of alcohol or drugs.

SWIMMING POOL: FECES POLICY

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

FITNESS TRAINING ROOM POLICIES

Eligible Users: Patrons sixteen (16) years of age and older are permitted to use the District fitness training room during designated operating hours. Children between the ages of twelve (12) and sixteen (16) years of age are permitted to use the District fitness training room during designated operating hours when accompanied by a parent or guardian. No children under the age of twelve (12) are allowed in the District fitness training room at any time without specific consent from the District's Board.

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

- (1) Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District fitness training room. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (2) Each individual is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers is permitted in the District fitness training room per approval of the District Manager.
- (4) Hand chalk is not permitted to be used in the District fitness training room.
- (5) Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
- (6) No bags, gear, or jackets are permitted on the floor of the District fitness training room or on the fitness equipment.
- (7) Weights or other fitness equipment may not be removed from the District fitness centers.
- (8) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- (9) Please be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
- (10) Please replace weights to their proper location after use.
- (11) Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.

ATHLETIC COURT FACILITY POLICIES

Athletic Courts are available on a first come, first serve basis. Use of an athletic court is limited to one and a half (1.5) hours when others are waiting. If no one is waiting, play may continue. Also please note that the Athletic Court Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Athletic Court Facility are encouraged to consult with a physician prior to using the facility.

As a courtesy to other patrons, we ask that all players please recognize and abide by these rules and guidelines. Remember, not only are tennis and basketball a lifetime sport, they are also a game of sportsmanship, proper etiquette and fair play.

- (1) Proper athletic court etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (2) Proper athletic shoes and attire, as determined by the District Manager, are required at all times while on the courts. Shirts must be worn at all times.
- (3) Athletic Courts are for Residents and Non-Resident Users and Guests only. Patrons may invite Guests for play, but shall accompany their Guests.
- (4) No jumping over nets.
- (5) Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
- (6) Court hazards or damages, such as popped line nails, need to be reported to the District Manager for repair.
- (7) Persons using the tennis facility must supply their own equipment (rackets, balls, etc.).
- (8) Pets, roller blades, bikes, skates, skateboards and scooters are prohibited on the tennis courts.
- (9) Beverages are permitted at the athletic court facility if they are contained in non-breakable containers with screw top or sealed lids. No food or glass containers are permitted on the tennis courts.
- (10) No chairs, other than those provided by the District, are permitted on the tennis courts.
- (11) Lights at the tennis facility must be turned off after use.
- (12) Children under the age of thirteen (13) are not allowed to use the athletic court facility unless accompanied by an adult Resident or Non-Resident User.

DISTRICT PLAYGROUND/TOT LOT POLICIES

- (1) Children under the age of eight (8) must be accompanied by an adult Patron.
- (2) No roughhousing on the playground.
- (3) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- (4) The use of profanity or disruptive behavior is absolutely prohibited.
- (5) Patrons who use the playground do so at their own risk.
- (6) The playgrounds may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.

THE AMENITY CENTER RENTAL POLICIES

Residents and Non-Resident Users may reserve the [Bainebridge Room and outside Pool Pavilion area](#) through Amenity Center Staff for various meetings, classes, events, etc. for a maximum of five (5) hours per event. The five (5) hour limitation can only be exceeded upon specific authorization from the Board. [Additionally, Residents and Non-Resident Users may reserve the Bainebridge Room from September 16 through May 15. Bainebridge Room rental is exclusive of and does not include the Pool Pavilion area or the pool.](#) Residents and Non-Resident Users may not reserve the Bainebridge Room or Pool Pavilion more than four (4) times in any twelve (12) month period if the reservation date falls on a Friday, Saturday, Sunday or Monday. The maximum number of persons attending any event for the Bainebridge Room shall not exceed fifty (50) persons or twenty-five (25) persons for the Pool Pavilion. If the number of persons attending an event exceeds 25 people, Residents and Non-Resident Users must also pay for the salary of a District representative which will present during the event and will be available to provide assistance and coordination. Reservation of the Bainebridge Room and Pool Pavilion is on a first come, first serve basis and is subject to approval by the District Manager. Rental of both the Bainebridge Room and the Pool Pavilion simultaneously is not permitted. Upon application for use of the Bainebridge Room and the Pool Pavilion, the District Manager will determine if a paid attendant will be necessary. If an attendant is necessary, the party requesting the Bainebridge Room or Pool Pavilion will be required to pay the costs associated with the attendant. The Bainebridge Room or Pool Pavilion will not be available for use on Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday (with the exception of Martin Luther King Day, Washington's Birthday, Columbus Day and Veterans Day) as well as the following days:

December 24th
December 31st Easter
Sunday Memorial Day
Thanksgiving Day

December 25th
January 1
July 4th
Labor Day

The Bainebridge pool and pool area, including the surrounding decks and furniture, is not available for reservation and shall remain open to all Patrons and their guests during normal operating hours.

A refundable deposit in the amount established by District rule is required and will be returned after the function is complete provided there is no evidence of damage to the facility.

A cleanup fee in the amount established by District rule is required for all functions. Amenity Center Staff should be contacted to make proper arrangements regarding the reservation of the Bainebridge Room and to obtain the amounts of the deposit and cleanup fee.

No open burning or campfires are allowed at the Amenities.

Below are the policies and guidelines set forth and agreed upon by the Board and District Manager regarding events in the Bainebridge Room:

Policies

- (1) Applicant must be a Patron who will be responsible for ensuring that their Guests adhere to the policies set forth herein.
- (2) All applicants will be required to fill out and sign the District Facility Use Application Agreement per the District Manager's office.
- (3) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. This policy regarding insurance coverage also pertains to certain events the District determines should require additional Event Liability coverage on a case by case basis (to be reviewed by the District Manager or the Board of Supervisors). The District shall be named as an additional insured party on any such policies, and a certificate of insurance illustrating the appropriate coverage amount and parties is to be provided to the District Manager prior to the event.
- (4) Patrons are not allowed to bring or use their own grills or smokers at the Bainebridge Amenity Center.
- (5) Appropriate attire must be worn at all times in the Bainebridge. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (6) Each individual is responsible for cleaning up the Bainebridge Room after use.
- (7) Do not leave wet clothing, suits, or towels on the furniture or floor.
- (8) Loud music is not permitted.
- (9) Please treat district staff and other Patrons with courtesy and respect.
- (10) Patrons under the influence of alcohol or drugs may not use the Amenity Center Pool.
- (10)(11) If any Patron attending the event violates any of the policies set forth in this section or other the general policies provided in this Amenity Facilities Policies, the event will be immediately cancelled and the applicable security deposit shall be forfeited.

Schedule of Fees/Deposits

- (1) The non-refundable rental fee for the Bainebridge Room is set as follows: \$50.00150.00 for up to 25 guests or \$100.00150.00 plus the cost of a district representative for 26 up to 50 guests. A non-refundable rental fee for the Pool Pavilion is set as follows: \$50 for up to 25 guests. Both the Bainebridge room and the pool pavilion have a maximum rental time limit of 5 hours. A final guarantee (number) of Guests is to be conveyed to the Amenity Center Staff no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made out to the "Bainebridge Community Development District" and submitted to Amenity Center Staff at the Amenity Center during posted office hours.
- (2) A refundable security deposit of \$150.00 for the Bainebridge room and \$50 150.00 for the pool pavilion shall be charged to the persons making the reservation and shall be submitted to the Amenity Center Staff at the Amenity Center during posted office hours in the form of a separate check (which shall be made payable to the "Bainebridge Community Development District"). To receive a full refund of the deposit, the following must be completed:
 1. Ensure that all garbage is removed from the premises.
 2. Remove all displays, favors or remnants of the event (No adhesives permitted on walls or windows).
 3. Wipe off and restore the furniture and other items to their original position.
 4. Wipe off counters, table tops and sink area.
 5. Ensure that no damage has occurred to the Bainebridge Room and its surrounding property and facilities if used by Patron and their guests.

If additional cleaning is required, the Resident or Non-Resident User reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The District Manager shall determine the amount of deposit to be returned, if any.

Indemnification

Each organization, group or individual reserving the use of a Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, its officers, agents, contractors and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

FISHING POLICY

Patrons may not fish from any lake/retention pond within the Bainebridge Community Development District. No watercrafts of any kind are allowed in these bodies of water except for lake maintenance vehicles. Any violation of this policy will be reported to the local authorities. Swimming is also prohibited in any of the waters. Please use the pools at the Amenity Facilities for swimming. The purpose of these bodies of water is to help facilitate the District's natural water system for runoff and overflow. Anyone who violates this provision does so at their own risk.

RULES: SUSPENSION AND TERMINATION OF PRIVILEGES

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

Notwithstanding anything contained herein, the District Manager and/or Amenity Manager may, at any time, restrict or suspend any Patron's privileges to use any or all of the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons, or to protect the Amenity Facilities from damage. Such infraction, restriction, or suspension shall be for a maximum period of thirty (30) days imposed, in the discretion of the Amenity Manager or District Manager, for an appropriate duration in reasonable proportion to the severity of misconduct, or until the date of the next Board of Supervisors meeting, whichever occurs first. Such infraction, restriction, and or suspension shall be documented by the District Manager and/or Amenity Manager imposing the same. The Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting, regardless of whether any action is required by the Board of Supervisors.

Relating to District Policies and Fees for All Amenity Facilities:

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

1. Fails to abide by the District Policies and Fees for All Amenity Facilities established and approved by the Board of Supervisors.
2. Submits false information on facility applications.
3. Permits unauthorized use of an Access Card.
4. Exhibits unsatisfactory behavior, deportment or appearance.
5. Treats the personnel or employees of the District in an unreasonable or abusive manner.
6. Engages in conduct that is improper or likely to endanger the welfare, safety or Reputation of the District.
7. Damages or destroys District property.
- 8.

District Suspension and Termination Process:

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

- A. First Offense -Written warning by staff of continued policy violations signed by the Patron/Guest and kept on file at the District Manager's Office.
- B. Second Offense – Automatic suspension of all Amenity Facilities privileges for one (1) week; a written report will be created, signed by the Patron and kept on file at the District Manager's Office.
- C. Third Offense- Automatic suspension from all Amenity Facilities for an appropriate duration in reasonable proportion to the severity of misconduct as determined by the Amenity Manager or District Manager, for up to thirty (30) Days or until the date of the next suspension is removed by the Board of Supervisors at their next regularly scheduled meeting, whichever occurs first. If the suspension is to be considered at this time the Board meeting, a complete record of all relevant documentation of misconduct at issue and previous documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's privileges for up to one (1) calendar year from the Board's approval of termination of privileges.

Notwithstanding the process outlined above, the District Manager and/or Amenity Manager shall have the authority and full discretion to immediately suspend a Patron's privileges if Patron's actions rise to level of severity posing an immediate threat to the health, safety and welfare of other Patrons or the condition of the Amenity Facilities.

Patrons whose privileges have been suspended or revoked may have the determination reviewed by the District's Board of Supervisors pursuant to Section 3.0 of the District's Rules of Procedure. Any request for a hearing by the District's Board of Supervisors shall act to hold any such suspension being appealed in abeyance.

The above policies were amended and adopted by the Board of Supervisors for the Bainbridge Community Development District on this 19th 15th day of AprilNovember, 2018.

Secretary / Assistant Secretary

Chairman / Vice Chairman

Tab 3

BAINEDRIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Operation and Maintenance Expenditures September 2018 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2018 through September 30, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: **\$47,952.44**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Bainbridge Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2018 Through September 30, 2018

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Apriel Smith	002919	ARDR090818A.S	Rental Deposit Refund - A. Smith	\$ 150.00
		mith		
Atlantic Companies DBA	002902	1136930	100 Clamshell Access Cards	\$ 308.00
BrightView Landscape Services, Inc.	002920	5916688	Landscape Maintenance 09/18	\$ 1,911.00
Charles Aquatics, Inc.	002921	33828	Monthly Aquatic Management - 20 Ponds 09/18	\$ 665.00
Charles Aquatics, Inc.	002917	34011	Replace Power Unit And Cable In Pond One	\$ 3,613.00
Christopher P. Chlupp	002922	CC092018	Board Of Supervisors Meeting - 09/20/18	\$ 200.00
Comcast	002904	8495 74 120 2010538 08/18	Amenity Cable/Phone/Internet 08/18	\$ 313.96
Derrick Hooker	002907	ARDR083118D. Hooker	Rental Deposit Refund - D. Hooker	\$ 200.00
Egis Insurance Advisors LLC	002924	7580	General Liability/Prop/POL Insurance FY 18/19	\$ 16,978.00
Financial News & Daily Record	002916	18-070880D	Legal Advertising 09/18	\$ 88.13
First Coast Contract Maintenance Service LLC	002925	3867	Monthly Pool, Janitorial & Maintenance 09/18	\$ 3,955.00
First Coast Contract Maintenance Service LLC	002905	3933	Back To School Supplies And Pizza Party	\$ 318.95
Fitness Pro	002915	17526	Gym Equipment Repairs	\$ 269.00
Fitness Pro	002926	17667	Gym Equipment Repairs	\$ 203.00
Florida Department of Revenue	002906	65-8016515152-1	Sales And Use Tax - 07/18	\$ 26.16
		Sales and Use		
Florida Department of Revenue	002918	65-8016515152-1	Sales And Use Tax - 08/18	\$ 37.61
		Sales and Use		
Hopping Green & Sams Attys.	002908	101890	General Legal Services 06/18	\$ 879.00
Hopping Green & Sams Attys.	002908	102457	General Legal Services 07/18	\$ 2,073.52
JEA	002909	4849510511 08/18	15855 Twin Creek Dr/15700 Bainbridge Dr 08/18	\$ 1,998.18
Melanie Mendez	002929	ARDR091518M. Mendez	Rental Deposit Refund - M. Mendez	\$ 150.00
Paul Harvey McLemore III	002928	PM092018	Board Of Supervisors Meeting - 09/20/18	\$ 200.00
Poolsure (Aquasol Commercial Chemicals, Inc.)	002930	131295580831	Water Management 09/18	\$ 624.00
Rebecca Parker	002911	ARDR081918R.P arker	Rental Deposit Refund - R. Parker	\$ 50.00

Bainebridge Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2018 Through September 30, 2018

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Republic Services of Florida	002912	0687-000916408	Amenity Trash Removal 09/18	\$ 115.10
Rizzetta & Company, Inc.	002913	INV0000034662	District Management Fees 09/18	\$ 4,195.83
Rizzetta Technology Services, LLC	002914	INV000003625	Website Hosting Services 09/18	\$ 100.00
Sarita Deese	002923	ARDR091618S.D eese	Rental Deposit Refund - S. Deese	\$ 50.00
Sunbelt Gated Access Systems of Florida, LLC	002931	65352	Card Readers And Relocation Of Gates	\$ 7,180.00
Tammy McKinney	002910	ARDR081818T. McKinney	Rental Deposit Refund - T. McKinney	\$ 150.00
Tavares Clover	002903	ARDR082618T.C lover	Rental Deposit Refund - T. Clover	\$ 150.00
Web Watchdogs	002932	5235	New Cameras And Installation	\$ 600.00
William R. Huff II	002927	WH092018	Board Of Supervisors Meeting - 09/20/18	\$ 200.00
Report Total				\$ 47,952.44

REFUND REQUEST FORM

District: Bainbridge CDD

Date of event: 9-8-18

Reason: Refund of Rental Deposit

Payable to:

April Smith
15842 Stedman Lake Dr.
Jax, FL 32218

Refund Amount: \$ 150.00

(Deposited: check # 135 amount of \$ 250, dated 8-20-18)

Requested by: R. Trulove

Approved by: _____

Date Rec'd Rizzetta & Co., Inc. SEP 10 2018

D/M approval RT Date 9-18-18

Date entered SEP 17 2018

Fund 001 2000000000

Check# _____



D/B/A Atlantic Security
 1714 Cesery Blvd
 Jacksonville, FL 32211
 Telephone#: 904-743-8444
 LIC EF00001226 - LIC LU405163 - EF20000570

INVOICE

Bill To: BAINEBRIDGE CDD
 C/O RIZZETTA & CO
 2806 NORTH 5TH STREET STE 403
 ST AUGUSTINE FL 32084

Ship To: BAINBRIDGE ESTATES
 15855 TWIN CREEK DRIVE
 JACKSONVILLE FL 32218

Invoice #	Order #	Customer #	Customer P.O. #	Terms	Salesperson
1136930	104722	51029		UPON RECEIPT	
08/22/18	08/22/18				039

Units	U/M	Item Description	Disc	Unit Price	Amount
Contract#: 51029-2INS					
1	PKG	AWI-CSAWID25 25 PACK CLAMSHELL CARDS		77.00	77.00
1	PKG	AWI-CSAWID25 25 PACK CLAMSHELL CARDS		77.00	77.00
1	PKG	AWI-CSAWID25 25 PACK CLAMSHELL CARDS		77.00	77.00
1	PKG	AWI-CSAWID25 25 PACK CLAMSHELL CARDS		77.00	77.00
Subtotal					308.00
Total Due On 09/09/18					308.00
Date Rec'd Rizzetta & Co., Inc. AUG 23 2018 D/M approval <u>[Signature]</u> Date <u>9-5-18</u> Date entered SEP 04 2018 Fund <u>001</u> GL <u>520000</u> <u>4729</u> Check# _____					

YOU CAN NOW PAY ONLINE VISIT US AT WWW.ATLANTICCOMPANIES.NET
 THANK YOU FOR YOUR BUSINESS!!!!



INVOICE

Bainebridge CDD
c/o Rizzetta & Company, Inc.
2806 N Fifth St Unit 403
St. Augustine FL 32084

Customer #: 14527575
Invoice #: 5916688
Invoice Date: 9/1/2018
Cust PO #:

Job Number	Description	Amount
346101085	Bainebridge CDD Exterior Maintenance For September	1,911.00
<p>Date Rec'd Rizzetta & Co., Inc. <u>SEP 04 2018</u> D/M approval <u>NG</u> Date <u>9-5-18</u> Date entered <u>SEP 04 2018</u> Fund <u>001</u> GL <u>53100</u> OC <u>4104</u> Check#</p>		
Total invoice amount		1,911.00
Tax amount		
Balance due		1,911.00

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 904-292-0716

Please detach stub and remit with your payment

Payment Stub

Customer Account#: 14527575
Invoice #: 5916688
Invoice Date: 9/1/2018

Amount Due:	\$1,911.00
--------------------	-------------------

Thank you for allowing us to serve you

Please reference the invoice # on your check
and make payable to:

Bainebridge CDD
c/o Rizzetta & Company, Inc.
2806 N Fifth St Unit 403
St. Augustine FL 32084

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

Charles Aquatics, Inc.

6869 Phillips Parkway Drive South
Jacksonville, FL 32256
904-997-0044

Invoice

Date 9/1/2018
Invoice # 33828

Bill To

Bainebridge CDD
c/o Rizzetta & Company, Inc.
Attn: Melissa Dobbins
2806 N. Fifth Street Unit 403
St. Augustine, FL 32084

Due Date

10/31/2018

Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services of 20 ponds	665.00	665.00

Date Rec'd Rizzetta & Co., Inc. SEP 04 2018
 D/M approval [Signature] Date 9-5-18
 Date entered SEP 04 2018
 Fund 001 63800 00400
 Check# _____

Thank you for doing business with us!

Balance Due

\$665.00

BAINEBRIDGE CDD

9/20/2018

SUPERVISOR PAY REQUEST

Name of Board Supervisor	Check if present	Check if paid
Paul McLemore ✓	✓	✓
William Huff II ✓	✓	✓
Danielle Mayoros		
Sarah Morris		
Chris Chlupp ✓	✓	✓

(*) Does not get paid

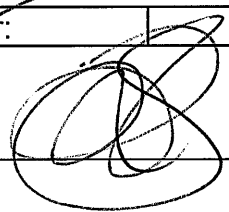
EXTENDED MEETING TIMECARD

Meeting Start Time:	3:00 PM
Meeting End Time:	4:40 PM
Total Meeting Time:	1 hr 40 min

Time Over () Hours: _____

Total at \$175 per Hour: _____

DM Signature: _____



Date Rec'd Rizzetta & Co., Inc. SEP 21 2018
D/M approval [Signature] Date 9-26-18
Date entered SEP 25 2018
Fund 001 of 5100 of 001101
Check# _____

COMCAST BUSINESS

Account Number 8495741202010538
 Billing Date 08/24/18
 Total Amount Due \$313.96
 Payment Due By 09/14/18
 Page 1 of 4

Contact us:  www.business.comcast.com  1-800-391-3000

Cold Bainbridge

For service at:
 15855 TWIN CREEK DR
 JACKSONVILLE FL 32218-8852

News from Comcast

Comcast Business Online Account: Service at your fingertips. Use your online account to manage services, pay your bill, and shop for business-grade apps. Simply go to business.comcast.com/myaccount to register.

Go paperless with Ecbill, sign up to view and pay your Comcast Business bill online at business.comcast.com/myaccount

Monthly Statement Summary

Previous Balance	313.96
Payment - 08/08/18 - Thank You	-313.96
New Charges - see below	313.96
Total Amount Due	\$313.96
Payment Due By	09/14/18

New Charges Summary

Comcast Business Cable	82.55
Comcast Business Internet	89.00
Comcast Business Voice	94.05
Other Charges & Credits	20.01
Taxes, Surcharges & Fees	25.05
Total New Charges	\$313.96

Date Rec'd Rizzetta & Co., Inc. SEP 04 2018
 D/M approval NA 9-5-18
 Date entered SEP 04 2018
 Fund 001 of 3400 oc 4302
 Check# _____

Detach and enclose this coupon with your payment. Please write your account number on your check or money order. Do not send cash.

COMCAST BUSINESS

If undeliverable, please return to:

141 NW 16TH ST POMPANO BEACH FL 33060-5250
 8883 0310 NO REP 24 08252018 NNNNNNNN 01 000227 0001

000 BAINBRIDGE
 2806 N 5TH ST STE 400
 ST AUGUSTINE, FL 32084-1304



Account Number	8495 74 120 2010538
Payment Due By	09/14/18
Total Amount Due	\$313.96
Amount Enclosed	\$313.96

Make checks payable to Comcast, and remit to address below

COMCAST
 P.O. BOX 712111
 CHARLOTTE NC 28272-1211



849574120201053800313965

COMCAST BUSINESS

Service Details

Contact us: @ www.business.comcast.com 1-800-391-3000

Account Number: 81485741202010688
 Billing Date: 08/24/08
 Total Amount Due: \$313.96
 Payment Due By: 09/14/08
 Page 2 of 4

Comcast Business Cable

TV Box + Remote	09/04 - 10/03	2.70
Service To Additional TV With TV Box And Remote	09/04 - 10/03	9.95
TV Standard Business Video	09/04 - 10/03	59.95
HD Technology Fee	09/04 - 10/03	9.95
Total Comcast Business Cable		\$82.55

Comcast Business Internet

Starter Business Internet	09/04 - 10/03	69.95
Static IP - 1	09/04 - 10/03	19.95
Total Comcast Business Internet		\$89.90

Comcast Business Voice

For Telephone Number(s): (904)696-0051 & (904)374-3782

Voice Line Business Voice	09/04 - 10/03	39.95
Voice Line Business Voice	09/04 - 10/03	39.95
Equipment Fee @ Line Modem	09/04 - 10/03	14.95

Comcast Business Voice Detail

View Voice Detail at
www.business.comcast.com/myaccount

Total Comcast Business Voice \$94.85

Other Charges & Credits

Universal Connectivity Charge	3.06
Regulatory Recovery Fees	1.00
Broadcast TV Fee	8.00
Regional Sports Fee	6.75
Voice Network Investment	2.00
Total Other Charges & Credits	\$20.81

Taxes, Surcharges & Fees

Cable	
State And Local Sales Tax	0.38
State Communications Services Tax	6.84
Local Communications Services Tax	5.35
FCC Regulatory Fee	0.08
Voice	
State Sales Tax	0.00
County Sales Tax	0.15



 Hearing/Speech Impaired Call 714

COMCAST BUSINESS

Service Details, cont.

Account Number 8495 74 120 2010538
Billing Date 08/24/18
Total Amount Due \$318.96
Payment Due By 09/14/18
Page 3 of 4

Contact us: @ www.business.comcast.com 1-800-391e3000

Taxes, Surcharges & Fees cont.

Local Communications Services Tax	4.98
State Communications Services Tax	6.37
91.1 Fee(s)	0.80
Total Taxes, Surcharges & Fees	\$25.85

Important Account Information

The Broadcast TV fee recovers a portion of the costs of retransmitting television broadcast signals.

Accounts that are not paid in full by the due date are subject to a \$10.00 fee

Effective September 27th, 2018, Newsy Live will be available on channels 257 and 1114 only and no longer available on channel 1498.

Effective October 9, 2018, TBN programming will no longer be available on channels 242 (SD) and 1661 (HD) but will remain available on channels 8, 13, 23 (SD) and 1059 (HD).

The Regulatory Recovery Fee is neither government mandated nor a tax, but is assessed by Comcast to recover the costs of certain federal, state and local impositions related to voice services.

For closed captioning concerns and other accessibility issues affecting customers with disabilities, call 855-270-0379, go online for a live chat at <https://www.xfinity.com/support/account/accessibility-services> or email accessibility@comcast.com or write to Comcast 1701 John F Kennedy Blvd., Phila. PA 19103-2838 Attn: S. Adams, or fax: 1-866-599-4268.



**COMCAST
BUSINESS**

Account Number	8495 74 120 2010538
Billing Date	08/24/18
Total Amount Due	\$313.96
Payment Due By	09/14/18
	Page 4 of 4



REFUND REQUEST FORM

District: Bainbridge CD

Date of event: 8-31-18

Reason: ~~Refund of Rental Deposit~~ Full Refund (Event cancelled)

Payable to:

Derrick Hooker
15723 Mason Lakes Dr.
Jax FL 32218

Refund Amount: \$ 200.00

(Deposited: check # _____ amount of \$ _____, dated _____)
Fidelity Express money order # 378474821 1 \$50.00
Western Union money order # 17-797155716 \$150.00

Dated
8-10-18
8-10-18

Requested by: R. Trulove

Approved by: _____

Date Rec'd Rizzetta & Co., Inc. AUG 27 2018
D/M approval NO Date 8/28/18
Date entered AUG 28 2018
Fund 001 or 2000 Doc _____
Check # _____

INVOICE



Customer	Bainebridge Community Development District
Acct #	610
Date	08/31/2018
Customer Service	Kristina Rudez
Page	1 of 1

Bainebridge Community Development District
 c/o Rizzetta & Company
 2806 N. Fifth St., Ste 403
 St. Augustine, FL 32084

Payment Information	
Invoice Summary	\$ 16,978.00
Payment Amount	
Payment for:	Invoice#7580
100118602	

Thank You

Please detach and return with payment



Customer: Bainebridge Community Development District

Invoice	Effective	Transaction	Description	Amount
7580	10/01/2018	Renew policy	Policy #100118602 10/01/2018-10/01/2019 Florida Insurance Alliance Package - Renew policy Due Date: 9/30/2018 Date Rec'd Rizzetta & Co., Inc. <u>SEP 25 2018</u> D/M approval <u>[Signature]</u> Date <u>9-26-18</u> Date entered <u>SEP 25 2018</u> Fund <u>001</u> GL <u>5500</u> oc _____ Check# _____	16,978.00

Total
\$ 16,978.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
 Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC Lockbox 234021 PO Box 84021 Chicago, IL 60689-4002	(321)320-7665	Date
	cbtner@egisadvisors.com	08/31/2018

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

10 N. Newnan Street
P.O. Box 1769
Jacksonville, FL 32201
(904) 356-2466

September 10, 2018

INVOICE

Date

Attn: Megan Ayers
Bainebridge Community Development District
2806 N. 5TH ST., STE. 403
SAINT AUGUSTINE FL 32084

Payment Due Upon Receipt

Serial #	18-07080D	PO/File #		\$88.13
Notice of Regular Meeting				Amount Due
Bainebridge Community Development District				Amount Paid
				\$88.13
				Payment Due
Case Number				
Publication Dates	9/10			

**Payment is due before the
Proof of Publication is
released.**

Date Rec'd Pizzetta & Co., Inc. SEP 13 2018
D/M approval NA Date 9-18-18
Date entered SEP 17 2018
Fund 001 of 51300.00 4801
Check# _____

Your notice can be found on the world wide web at www.jaxdailyrecord.com

TERMS: Net 30 days. Past due amounts will be charged a finance charge of 1.5% per month.

**Preliminary Proof Of Legal Notice
(This is not a proof of publication.)**

*Please read copy of this advertisement and advise us of any
necessary corrections before further publications.*

**NOTICE OF
REGULAR MEETING FOR
BAINEBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

The Board of Supervisors of Bainebridge Community Development District will hold a Regular meeting on September 20, 2018 at 3:00 p.m. at the Bainebridge Amenity Center, located at 15855 Twin Creek Drive, Jacksonville, Florida 32218.

To obtain a copy of the agenda for the above-referenced meeting, please contact the District Manager, Rizzetta & Company, Inc., 2806 N. Fifth Street, Unit 403, St Augustine, FL 32084 (Ph) (904) 436-6270.

There may be occasions when one or more Supervisors will participate by telephone. At the above location will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

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

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

The meeting may be continued in progress without additional notice to a time, date and location stated on the record.

Lesley Gallagher
District Manager

Sept. 10 00 (18-07080D)

**FIRST COAST CONTRACT
MAINTENANCE SERVICES, LLC**
3821 Miruelo Cir N
Jacksonville, FL 32217 US
(904) 537 9034
service@firstcoastcms.com
www.firstcoastcms.com

Invoice 3867



BILL TO
Bainbridge Estates
Bainbridge CDD
C/O Rizzetta & Co.
Attn: Lesley Gallagher
2806 North 5th Street #403
FI
St. Augustine, FL 32084

DATE
08/01/2018

PLEASE PAY
\$3,955.00

DUE DATE
08/31/2018

P.O. NUMBER

SALES REP
Tony Shiver

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/01/2018	Bainbridge Contract:BB Attendant Facility Manager/Staffing and Weekend uniformed Security	1	2,485.00	2,485.00
08/01/2018	Bainbridge Contract:Janitorial Service Janitorial Service for the month	1	422.00	422.00
08/01/2018	Bainbridge Contract:Maintenance Plan Included maintenance services for the month	1	278.00	278.00
08/01/2018	Bainbridge Contract:Pool Service Pool Maintenance for the month	1	770.00	770.00

TOTAL DUE

\$3,955.00

THANK YOU.

Date Rec'd Rizzetta & Co., Inc. AUG 02 2018
 D/M approval [Signature] Date 8/2/18
 Date entered AUG 21 2018
 Fund 001 60300 oc 4701: 2,485.00
4703: 278.00
 Check# 4700: 422.00
4710: 770.00

**FIRST COAST CONTRACT
MAINTENANCE SERVICES, LLC**

Invoice 3933

3821 Mirabel Cir N
Jacksonville, FL 32217 US
(904) 537 9034
service@firstcoastcms.com
www.firstcoastcms.com



BILL TO

Bainebridge Estates
Bainebridge CDD
C/O Rizzetta & Co.
Attn: Lesley Gallagher
2806 North 5th Street #403
FI
St. Augustine, FL 32084

DATE
09/03/2018

PLEASE PAY
\$318.95

DUE DATE
10/03/2018

P.O. NUMBER

Back to School party

SALES REP

Tony

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/04/2018	Sams Club - supplies for back to school pizza party			194.29
09/04/2018	Pizza Hut - pizza for pizzy party			124.66

TOTAL DUE \$318.95

THANK YOU.

Date Rec'd Rizzetta & Co., Inc. SEP 04 2018
D/M approval. NG Date 9-5-18
Date entered SEP 04 2018
Fund 001 GE 07400.004775
Check# _____

Tallahassee, FL 32312
 (850) 523-8882
 admin@wearfitnesspro.com
 http://www.wearfitnesspro.com

Tallahassee, FL 32312
 (850) 523-8882

BILL TO
BAINBRIDGE ESTATES
 Bainbridge Estates CDD
 C/O Rizzetta
 2806 N 5th St Suite 403
 St. Augustine, FL 32084

SHIP TO
BAINBRIDGE ESTATES
 15733 BAINBRIDGE DRIVE
 JACKSONVILLE, FL 32218

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
17526	09/04/2018	\$269.00	09/14/2018	Due 10 days from receipt	

Please detach top portion and return with your payment.

DATE	PRODUCT/SERVICE	QTY	TOTAL
08/18/2018	SHIPPING1 Aug 18, 2018: SHIPPING1	1	15.00T
08/18/2018	PARTS Aug 18, 2018: Parts for Repair: Cables for funct trainer	2	144.00T
08/27/2018	CS1 Aug 27, 2018: Commercial Labor: Replaced both cables on MFT machine. Tests good	1	110.00T
09/04/2018	SERVICE REQUEST 21127 - MULTI FUNCTION TRAINER NEEDS CABLES		

SUBTOTAL 269.00
 TAX (0%) 0.00
 TOTAL 269.00
 BALANCE DUE **\$269.00**

Date Rec'd Rizzetta & Co., Inc. SEP 10 2018
 D/M approval NG Date 9-11-18
 Date entered SEP 10 2018
 Fund 001 gl 53200 oc 4703
 Check# _____

1400 Village Square Blvd #3-293
 Tallahassee, FL 32312
 (850) 523-8882
 admin@wearefitnesspro.com
 http://www.wearefitnesspro.com

INVOICE



1400 Village Square #3-293
 Tallahassee, FL 32312
 850-523-8882

BILL TO
 BAINBRIDGE ESTATES
 Bainbridge Estates CDD
 C/O Rizzetta
 2806 N 5th St:Suite 403
 St. Augustine, FL 32084

SHIP TO
 BAINBRIDGE ESTATES
 15733 BAINBRIDGE DRIVE
 JACKSONVILLE, FL 32218

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
17667	09/17/2018	\$203.00	09/27/2018	Due 10 days from receipt	

Please detach top portion and return with your payment.

DATE	PRODUCT/SERVICE	QTY	TOTAL
08/27/2018	SHIPPING1 Aug 27, 2018: SHIPPING1	1	15.00T
08/27/2018	PARTS Aug 27, 2018: Parts for Repair: HANDLEBAR ASSEMBLY 9PSB0151 adj handlebar, seat back assy. silver rps50/100	1	78.00T
09/12/2018	CS1 Sep 12, 2018: Commercial Labor: Replaced handle bar tests good	1	110.00T
09/17/2018	SERVICE REQUEST 21201 - HANDLEBAR BROKEN ON TRUE BIKE		
09/17/2018	Service Request Details/Notes: 12-PS1R0305G		

SUBTOTAL 203.00
 TAX (0%) 0.00
 TOTAL 203.00
 BALANCE DUE **\$203.00**

Date Rec'd Rizzetta & Co., Inc. SEP 21 2018
 D/M approval [Signature] Date 9-21-18
 Date entered SEP 25 2018
 Fund 001 G 57800 04703
 Check# _____

Florida

11. Gross Sales

2. Exempt Sales

3. Taxable Amount

4. Tax Due

A. Sales and Fees	373 .72	..	373 .72	26 .16
B. Taxable Purchases	Included in gross sales or exempt / out of state untaxed purchases			
C. Commercial Rentals				
D. Transport Rentals				
E. Food and Beverage Wares				

Transient Rental Rate: .0800

Surtax Rate: .0080

Reporting Period
JUL 2018

5. Total Amount of Tax Due

6. Less Lawful Deductions

7. Net Tax Due

8. Less Est Tax Ref / DDFCR / Waiver

9. Plus Est Tax Due Current Month

10. Amount Due

11. Less Collection Allowance

12. Plus Penalty

13. Plus Interest

14. Amount Due with Return

ENTERPRISE COMMUNITY DEVELOPMENT
2006 N 5TH ST STE 403
ST AUGUSTINE FL 32084-1804

FLORIDA DEPARTMENT OF REVENUE
5050 W TENNESSEE ST
TALLAHASSEE FL 32388-0120

5. Total Amount of Tax Due	26 .16
6. Less Lawful Deductions	.
7. Net Tax Due	26 .16
8. Less Est Tax Ref / DDFCR / Waiver	.
9. Plus Est Tax Due Current Month	.
10. Amount Due	26 .16
11. Less Collection Allowance	E-file/E-pay Only
12. Plus Penalty	.
13. Plus Interest	.
14. Amount Due with Return	26 .16

Due: AUG 01 2018
Late After: AUG 20 2018
Check here if payment was made electronically.

0500 0 20180731 0001003031 5 4000001651 5152 2

Under penalties of perjury, I declare that I have read this return and the facts stated in it are true.

Signature of Taxpayer

Date

Bill Jones
Signature of Preparer

8/29/18
Date

Telephone Number

(904) 436-6270
Telephone Number

Discretionary Sales Surtax (Lines 15(a) through 15(d))

15(a) Exempt Amount of Items Over \$5,000 (Included in Column 3)	15(a)
15(b) Other Taxable Amounts NOT Subject to Surtax (Included in Column 3)	15(b)
15(c) Amounts Subject to Surtax at a Rate Different Than Your County Surtax Rate (Included in Column 3)	15(c)
15(d) Total Amount of Discretionary Sales Surtax Due (Included in Column 4)	15(d)
16. Total Enterprise Zone Jobs Credits (Included in Line 6)	16.
17. Taxable Sales/Untaxed Purchases or Uses of Electricity (Included in Line A)	17.
18. Taxable Sales/Untaxed Purchases of Dyed Diesel Fuel (Included in Line A)	18.
19. Taxable Sales from Amusement Machines (Included in Line A)	19.
20. Rural and/or Urban High Crime Area Job Tax Credits	20.
21. Other Authorized Credits	21.

Date filed Pizzetta & Co., Inc SEP 04 2018
D/M approved *[Signature]* Date 9-3-18
Date entered SEP 04 2018
Fund 001 @ 201800c
Checked *[Signature]*

Florida

1. Gross Sales

2. Exempt Sales

3. Taxable Amount

4. Tax Due

A. Sales/Services	537.29	.	537.29	37.61
B. Taxable Purchases	Include use tax on Internet/out-of-state untaxed purchases →			.
C. Commercial Rentals	.	.	.	.
D. Transient Rentals	.	.	.	.
E. Food & Beverage Vending	.	.	.	.

Transient Rental Rate: .0600 Surtax Rate: .0050 Reporting Period: AUG 2018

BAINBRIDGE COMMUNITY DEVELOPMENT
2806 N 5TH ST STE 403
ST AUGUSTINE FL 32084-1804

FLORIDA DEPARTMENT OF REVENUE
5050 W TENNESSEE ST
TALLAHASSEE FL 32399-0120

5. Total Amount of Tax Due	37.61
6. Less Lawful Deductions	.
7. Net Tax Due	37.61
8. Less Est Tax Pd / DOR Cr Memo	.
9. Plus Est Tax Due Current Month	.
10. Amount Due	37.61
11. Less Collection Allowance	E-file/E-pay Only
12. Plus Penalty	.
13. Plus Interest	.
14. Amount Due with Return	37.61

Due: SEP 01 2018
Late After: SEP 20 2018
Check here if payment was made electronically.

0500 0 20180831 0001003031 4 4000001651 5152 2

Under penalties of perjury, I declare that I have read this return and the facts stated in it are true.

Signature of Taxpayer _____ Date _____
Signature of Preparer Bill James Date 9/17/18
Telephone Number _____ Telephone Number (904) 436-6270

Discretionary Sales Surtax (Lines 15(a) through 15(d))

15(a). Exempt Amount of Items Over \$5,000 (included in Column 3)	15(a).
15(b). Other Taxable Amounts NOT Subject to Surtax (included in Column 3)	15(b).
15(c). Amounts Subject to Surtax at a Rate Different Than Your County Surtax Rate (included in Column 3)	15(c).
15(d). Total Amount of Discretionary Sales Surtax Due (included in Column 4)	15(d).
16. Total Enterprise Zone Jobs Credits (included in Line 6)	16.
17. Taxable Sales/Untaxed Purchases or Uses of Electricity (included in Line A)	17.
18. Taxable Sales/Untaxed Purchases of Dyed Diesel Fuel (included in Line A)	18.
19. Taxable Sales from Amusement Machines (included in Line A)	19.
20. Rural and/or Urban High Crime Area Job Tax Credits	20.
21. Other Authorized Credits	21.

Date Rec'd Rizzetta & Co., Inc. SEP 18 2018
DM approval [Signature] Date 9-18-18
Date entered SEP 18 2018
Fund 001 00010000
Check# _____

Hopping Green & Sand

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

Date Rec'd Rizzetta & Co., Inc. AUG 14 2018
Date entered SEP 04 2018
Fund 001 65400 003107
Check# _____

===== STATEMENT =====

July 31, 2018

Bainbridge Community Development District
c/o District Manager
2806 N. 5th Street, Unit 403
St. Augustine, FL 32084

Bill Number 101890
Billed through 06/30/2018

General Counsel

BAINÉ 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

06/01/18	KSB	Review budget hearing notices.	0.30 hrs
06/01/18	MKR	Prepare notice of budget hearing; prepare correspondence regarding same.	0.10 hrs
06/12/18	MKR	Prepare letter to lot owners regarding access to conservation easement.	2.80 hrs
06/15/18	KSB	Prepare correspondence to district manager and chairman regarding proposed rezoning.	0.20 hrs
06/26/18	KEM	Research qualified electors.	0.10 hrs
06/29/18	SRS	Conduct research and implement ADA compliance measures for special district websites.	0.30 hrs
Total fees for this matter			\$879.00

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.10 hrs	125 /hr	\$12.50
Buchanan, Katie S.	0.50 hrs	275 /hr	\$137.50
Rigoni, Michelle K.	2.90 hrs	225 /hr	\$652.50
Sandy, Sarah R.	0.30 hrs	255 /hr	\$76.50

TOTAL FEES \$879.00

TOTAL CHARGES FOR THIS MATTER \$879.00

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.10 hrs	125 /hr	\$12.50
Buchanan, Katie S.	0.50 hrs	275 /hr	\$137.50
Rigoni, Michelle K.	2.90 hrs	225 /hr	\$652.50
Sandy, Sarah R.	0.30 hrs	255 /hr	\$76.50

TOTAL FEES

\$879.00

TOTAL CHARGES FOR THIS BILL

\$879.00

Please include the bill number on your check.

Hopping Green & Sams Date Rec'd Rizzetta & Co., Inc. **SEP 04 2018**

Attorneys and Counselors

1119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

D/M approved [Signature] Date 9-5-18
Date entered **SEP 04 2018**
Fund 001 of 51400 of 3107
Check#

STATEMENT

August 31, 2018

Bainbridge Community Development District
c/o District Manager
2806 N. 5th Street, Unit 403
St. Augustine, FL 32084

Bill Number 102457
Billed through 07/31/2018

General Counsel

BAINÉ 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

07/05/18	KEM	Prepare resolution declaring vacancies.	0.20 hrs
07/09/18	MKR	Prepare budget documents; prepare notice to lot owners regarding preserve clean-up.	0.80 hrs
07/11/18	KSB	Review appropriations and assessment resolutions; review proposed budget.	0.40 hrs
07/11/18	MKR	Finalize appropriations and assessment resolutions.	0.10 hrs
07/17/18	MKR	Prepare for board meeting.	0.90 hrs
07/19/18	KSB	Prepare for, travel to and from, and attend board meeting.	5.00 hrs
07/31/18	MGC	Conference call with Kilinski regarding ADA websites research, audio/minutes, and public records research; review emails and attached documents from Kilinski regarding ADA website compliance; research, review, and analyze the Sunshine Law Manual, attorney general opinions, and state and federal case law in connection with same; prepare section in memorandum addressing potential impact of ADA on website segregation; begin researching audio/video minutes issue.	0.20 hrs
07/31/18	JLK	Research, review and edit memorandum summarizing ADA website standards and related information; attend multiple conference calls with ADA consultants, district's insurance carrier and insurance defense counsel regarding ADA information; transmit information to district manager on same.	0.10 hrs

Total fees for this matter **\$2,005.00**

DISBURSEMENTS

Travel **68.52**

Total disbursements for this matter **\$68.52**

MATTER SUMMARY

Kilinski, Jennifer L. **0.10 hrs** **260 /hr** **\$26.00**

Ibarra, Katherine E. - Paralegal	0.20 hrs	125 /hr	\$25.00
Buchanan, Katie S.	5.40 hrs	275 /hr	\$1,485.00
Collazo, Mike	0.20 hrs	320 /hr	\$64.00
Rigoni, Michelle K.	1.80 hrs	225 /hr	\$405.00

TOTAL FEES	\$2,005.00
TOTAL DISBURSEMENTS	\$68.52

TOTAL CHARGES FOR THIS MATTER **\$2,073.52**

BILLING SUMMARY

Kilinski, Jennifer L.	0.10 hrs	260 /hr	\$26.00
Ibarra, Katherine E. - Paralegal	0.20 hrs	125 /hr	\$25.00
Buchanan, Katie S.	5.40 hrs	275 /hr	\$1,485.00
Collazo, Mike	0.20 hrs	320 /hr	\$64.00
Rigoni, Michelle K.	1.80 hrs	225 /hr	\$405.00

TOTAL FEES	\$2,005.00
TOTAL DISBURSEMENTS	\$68.52

TOTAL CHARGES FOR THIS BILL **\$2,073.52**

Please include the bill number on your check.



21 West Church Street, Jacksonville, FL 32202-3139
 Phone: 904.665.6000 • Fax: 904.665.7990 • Internet: jea.com

Customer Name: BAINBRIDGE CDD

Account #: 4849510511

Cycle: 04

Bill Date: 08/29/18

TOTAL SUMMARY OF CHARGES

Electric	\$	1,666.89
Irrigation		131.98
Sewer		128.67
Water		70.64

(A complete breakdown of charges can be found on the following pages.)

Total New Charges: \$ 1,998.18

- Please pay \$1,998.18 by 09/20/18 to avoid 1.5% late payment fee and service disconnections.
- Storm prep checklist: Board windows. Turn off A.C. Unplug electric equipment. Turn off water supply at the street. Heed evacuation orders.
- Have your maintenance team regularly inspect for water leaks both inside and outside your building.

Date Rec'd Rizzetta & Co., Inc. SEP 04 2018

D/M approval NG 9-3-18 Date

Date entered SEP 04 2018

Fund 001 653100004301: 11666.89

Check# 53000 4301: 331.29

A late payment fee will be assessed for unpaid balance.

Previous Balance	Payment(s) Received	Balance Before New Charges	New Charges	Please Pay
\$1,798.26	-\$1,798.26	\$0.00	\$1,998.18	\$1,998.18

WE APPRECIATE YOUR BUSINESS

PLEASE DETACH AND RETURN PAYMENT STUB BELOW WITH TOTAL DUE IN ENVELOPE PROVIDED.

Additional information on reverse side. →



Add \$_____ to my monthly bill: \$_____ for Neighbor to Neighbor and/or \$_____ for the Prosperity Scholarship Fund. I will notify JEA when I no longer wish to contribute.

Check here for telephone/mail address correction and fill in on reverse side.

Acct#: 4849510511		Bill Date: 08/29/18		Please pay by 09/20/18 to avoid 1.5% Late Payment Fee.		
Previous Balance	Payment(s) Received	Balance Before New Charges	New Charges	Please Pay	TOTAL AMOUNT PAID	
\$1,798.26	-\$1,798.26	\$0.00	\$1,998.18	\$1,998.18	1,998.18	

0010169 I=10010000



10169 1 AB 0.405
 BAINBRIDGE CDD
 C/O RIZZETTA & COMPANY
 2806 N 5TH ST STE 403
 ST AUGUSTINE FL 32084-1904

** JEA **
 PO BOX 45047
 JACKSONVILLE FL 32232-5047

7200484951051100000000004000199818010100000000400013



00001 1/2489/3386348 0010169 1 F1001000000

BILLING AND PAYMENT OPTIONS

JEA offers a number of convenient billing and payment options. You can pay online, by phone, by mail, in person or automatically using your bank account. And you can go paperless by receiving your bill by email, which is easy for you and good for the environment.

eBill: Receive, view, and pay your bill online. JEA eBill is one of our most convenient ways to receive, view and pay your bill.

MyBudget: With MyBudget, your bill is based on a rolling 12-month average. This prevents drastic changes in your bill month to month, even in the coldest or hottest months when you use more.

Auto Pay: Our Automatic Bill Payment service ensures your JEA bill is paid automatically. You still receive a bill, but Automatic Bill Pay deducts the amount you owe from your bank account on your due date. Once set up, you don't have to do a thing.

Pay Online: When you pay your JEA bill on jea.com, your payment is credited to your account immediately. It is free to pay using your checking or savings account. Pay by debit or credit card—convenience fees charged by card payment vendor: Payments up to \$500: \$2.20, \$500.01-\$1,000: \$4.40, \$1,000.01 - \$10,000: \$9.95.

Pay Through Your Bank: Use your bank's bill payer system to pay JEA electronically. Provide your JEA account information to your bank and enter the date and amount to pay each month.

Pay by Phone: Call 665-6000 to pay your JEA bill using our automated phone system 24 hours a day. Your payment will be credited to your account immediately.

It is free to pay using your checking or savings account. Pay by debit or credit card—convenience fees charged by card payment vendor: Payments up to \$500: \$2.20, \$500.01-\$1,000: \$4.40, \$1,000.01-\$10,000: \$9.95.

Pay by Mail: Please write your account number on your check or money order. Please include the payment stub with your payment and mail to P.O. Box 45047, Jacksonville, FL 32232-5047. Make checks payable to JEA.

Pay In Person: JEA payments are accepted at the JEA Downtown Customer Center, Winn-Dixie stores, Duval County Tax Collector offices and over 140 JEA authorized payment-only locations. Find locations at JEA.com/paymentlocations. Be sure to take a copy of your JEA bill when you go. **The JEA Downtown Customer Center, 43 W. Church Street, is open 7:30 a.m.–5:30 p.m. Monday through Friday except holidays. Closed Saturday.**

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Request an Extension: We understand that sometimes things happen and you need a little more time to pay your bill. You can apply for an extension online at jea.com. Also, residential customers can call 665-6000; commercial customers can call 665-6250. Our self-serve system will let you know if you qualify and give you a new due date.

Need Help Paying Your Bill? United Way maintains a computerized database of programs that may be able to assist you in paying your utility bill. For assistance with your utility bill, dial 2-1-1 or 632-0600.

STATEMENT INFORMATION

APPLICATION AND CONTRACT FOR SERVICE—Customers may review terms and conditions of service and policies on jea.com, or may call, write or e-mail JEA to request a copy. Requesting of utility service and JEA's acceptance to provide utility service, including the rendering of a bill, constitutes a binding contractual agreement between JEA and the customer, including each financially responsible person or entity as defined by applicable State, City and Utility regulations and policies, whether or not service is listed in that individual's name.

Please review your billing statement. Should you suspect a billing or payment error, please notify us immediately at 665-6000. Commercial customers can call us at 665-6250. You have 90 days from the statement date to request a JEA review for correction or credit.

Customer Charge is a fixed monthly charge to maintain an account for a customer, including metering, billing and account administration.

Energy Charge pays for the cost of the electric infrastructure, contribution to the City of Jacksonville and to generate and deliver the electricity you use, excluding the cost of fuel.

Fuel Cost is determined by the Adjustable Fuel Rate, which may go up or down based on the cost of fuels JEA uses to generate electricity. A portion of the fuel charge is exempt from the Public Service Tax.

Water/Sewer Service Availability Charge is a fixed monthly charge that covers a portion of the water/sewer infrastructure and the cost to maintain an account for a customer, including metering, billing and account administration.

Conservation Charge applies only if you use more than 2,750 kWh during a billing period. If this occurs, you will be charged an additional \$.01 per kWh over 2,750 kWh to encourage conservation. Average home usage is 1,000 kWh per month.

Environmental Charge provides funding for environmental and regulatory programs.

Water Consumption/Sewer Usage Tiers are based on the amount of water you use. Typical household usage is 6 kgal or less.

Fees and Taxes are government transfers paid to city or state governments.

kgal: 1,000 gallons

cf: Cubic foot of water which equals 7.48 gallons of water

kWh: Kilowatt-hour is a measure of electrical energy. One kWh is the equivalent of using 1,000 watts for one hour. For example, if you use a 100 watt light bulb for 720 hours (i.e. for 30 days straight), you will have used 72 kWh.

ADDRESS CORRECTION

Account#

Tel:

Address:

City:

State:

Zip Code:

E-mail:



Customer Name: BAINBRIDGE CDD

Account #: 4849510511

Cycle: 04

Bill Date: 08/29/18

ELECTRIC SERVICE

Billing Rate: General Service

Service Address: 15700 BAINBRIDGE DR APT SG01

Service Period: 07/26/18 - 08/27/18 Reading Date: 08/27/2018

Service Point: Commercial - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
89008045	32	199	Regular	1	379 KWH

Basic Monthly Charge	\$	9.25
Energy Charge (\$0.06447 per kWh)		24.43
Fuel Cost		12.32
Environmental Charge		0.23
City of Jacksonville Franchise Fee		1.39
Gross Receipts Tax		1.22

TOTAL CURRENT ELECTRIC CHARGES \$ 48.84 ✓

\$10.38 of Fuel Cost is Tax Exempt

ELECTRIC SERVICE

Billing Rate: General Service

Service Address: 15855 TWIN CREEK DR

Service Period: 07/26/18 - 08/27/18 Reading Date: 08/27/2018

Service Point: Commercial - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
05076065	32	30742	Regular	40	15600 KWH
05076065	32	1.01	Regular	40	40.40 KW

Basic Monthly Charge	\$	9.25
Energy Charge (\$0.06447 per kWh)		1,005.73
Fuel Cost		507.00
Environmental Charge		9.67
City of Jacksonville Franchise Fee		45.95
Gross Receipts Tax		40.45

TOTAL CURRENT ELECTRIC CHARGES \$ 1,618.05 ✓

\$427.28 of Fuel Cost is Tax Exempt

IRRIGATION SERVICE

Billing Rate: Commercial Irrigation Service

Service Address: 15855 TWIN CREEK DR

Service Period: 07/26/18 - 08/27/18 Reading Date: 08/27/2018

Service Point: Irrigation 1 - Commercial

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
67306283	32	5084	Regular	1	24000 GALL

Basic Monthly Charge	\$	31.50
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17
Tier 2 Consumption (> 14 kgal @ \$3.96)		39.59
Environmental Charge		8.88
City of Jacksonville Franchise Fee		3.84

TOTAL CURRENT IRRIGATION CHARGES \$ 131.98 ✓

SEWER SERVICE

Billing Rate: Commercial Sewer Service

Service Address: 15855 TWIN CREEK DR

Service Period: 07/26/18 - 08/27/18 Reading Date: 08/27/2018

Service Point: Commercial - Water/Sewer

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
67133227	32	357	Regular	1 1/2	3000.GALL

Basic Monthly Charge	\$	105.75
Sewer Usage Charge		18.06
Environmental Charge		1.11
City of Jacksonville Franchise Fee		3.75

TOTAL CURRENT SEWER CHARGES \$ 128.67 ✓

WATER SERVICE

Billing Rate: Commercial Water Service

Service Address: 15855 TWIN CREEK DR

Service Period: 07/26/18 - 08/27/18 Reading Date: 08/27/2018

Service Point: Commercial - Water/Sewer

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
67133227	32	357	Regular	1 1/2	3000.GALL

Basic Monthly Charge	\$	63.00
Water Consumption Charge		4.47
Environmental Charge		1.11
City of Jacksonville Franchise Fee		2.06

TOTAL CURRENT WATER CHARGES \$ 70.64 ✓



0/001 172489/3386348 0010169 2 1=1001000000



21 West Church Street, Jacksonville, FL 32202-3139
 Phone: 904.665.6000 • Fax: 904.665.7990 • Internet: jea.com

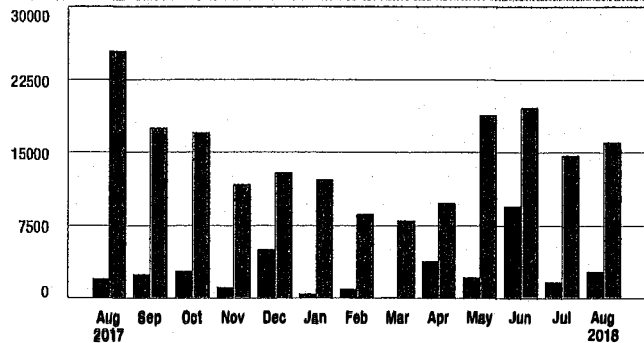
Customer Name: BAINBRIDGE CDD

Account #: 4849510511

Cycle: 04

Bill Date: 08/29/18

CONSUMPTION HISTORY



Water tens Gal Electric Kwh

	1 year ago	Last Month	This Month	Average Daily
Total Kwh used	28,327	14,594	15,979	499
Total Gallons used	19,000	16,000	27,000	843

0/001 172489/3366348 0010169 2 F=10010000000

REFUND REQUEST FORM

District: Bainbridge CDD

Date of event: 9-15-18

Reason: Refund of Rental Deposit

Payable to:

Melanie Mendez
15865 Twin Creek Dr.
Jax, FL 32218

Refund Amount: \$ 150⁰⁰

(Deposited: check # 231 amount of \$ 200⁰⁰, dated 8-13-18)

Requested by: R. Trulove

Approved by: _____

Date Rec'd Rizzetta & Co., Inc. SEP 21 2018
D/M approval [Signature] Date 9-24-18
Date entered SEP 24 2018
Fund 001 gl 2000 oc
Check# _____



1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

Date 9/1/2018

Invoice # 131295580831

Terms	Net 30
Due Date	10/1/2018
PO #	
Customer #	13BAI025

Bill To Bainebridge CDD C/O Rizzetta & Company, Inc. 2806 N. Fifth Street, Unit 403 St. Augustine FL 32084	Ship To Bainebridge CDD 15855 Twin Creek Dr. Jacksonville FL 32218
---	--

Item ID	Description	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billing Rate	1	ea	624.00
<p>Date Rec'd Rizzetta & Co., Inc. <u>AUG 22 2018</u></p> <p>D/M approval <u>[Signature]</u> Date <u>9-5-18</u></p> <p>Date entered <u>SEP 04 2018</u></p> <p>Fund <u>001 G 07000004710</u></p> <p>Check# _____</p>				

Season Billing Schedule:
Summer - April through September monthly service
Winter - October through March monthly service

Total Amount Due 624.00
\$624.00

Remittance Slip

Customer 13BAI025
Invoice # 131295580831

Amount Due \$624.00
Amount Paid 624.00

Make Checks Payable To
Poolsure
PO Box 55372
Houston, TX 77255-5372



131295580831

REFUND REQUEST FORM

District: Bainebridge CDD

Date of event: 8-19-18

Reason: Refund of Rental Deposit

Payable to:

Rebecca Parker
15727 Bainebridge Dr.
Jax, FL 32218

Refund Amount: \$ 50⁰⁰

(Deposited: check # 119 amount of \$ 100⁰⁰, dated 7-20-18)

Requested by: R. Trulove

Approved by: _____

Date Rec'd Pizzetta & Co., Inc AUG 20 2018
D/M approval [Signature] Date 9-5-18
Date entered SEP 04 2018
Fund 001 GL 2000000C
Check# _____

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
9/1/2018	INV0000034662

Bill To:

BAINEBRIDGE CDD
 3434 Colwell Avenue, Suite 200
 Tampa FL 33614

Services for the month of	Terms	Client Number
September	Upon Receipt	00140

Description	Qty	Rate	Amount
District Management Services 3101	1.00	\$1,633.33	\$1,633.33
Administrative Services 3100	1.00	\$500.00	\$500.00
Accounting Services 3001	1.00	\$1,625.00	\$1,625.00
Financial & Revenue Collections 3111	1.00	\$437.50	\$437.50
Subtotal			\$4,195.83
Total			\$4,195.83

Date Rec'd Rizzetta & Co., Inc SEP 04 2018
 D/M approval NA Date 9-5-18
 Date entered SEP 04 2018
 Fund 001 of 5130000 See above
 Check# _____

Rizzetta Technology Services
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
9/1/2018	INV0000003625

Bill To:

BAINEBRIDGE CDD
 3434 Colwell Avenue, Suite 200
 Tampa FL 33614

Services for the month of	Terms	Client Number
September		00140

Description	Qty	Rate	Amount
EEmail Hosting	0	\$15.00	\$0.00
Website Hosting Services	1	\$100.00	\$100.00
Date Rec'd Rizzetta & Co., Inc. <u>SEP 04 2018</u> D/M approval <u>RS</u> Date <u>9-5-18</u> Date entered <u>SEP 04 2018</u> Fund <u>001</u> of <u>51300</u> of <u>5103</u> Check# _____			
Subtotal			\$100.00
Total			\$100.00

REFUND REQUEST FORM

District: Bainbridge CDD

Date of event: 9-16-18

Reason: Refund of Rental Deposit

Payable to:

Sarita Deese
15885 Stedman Lake Dr.
Jax, FL 32218

Refund Amount: \$ 50⁰⁰

(Deposited: check # _____ amount of \$ 100⁰⁰, dated 9-5-18)
Navy Federal
Credit Union # 0444647110

Requested by: R. Toulare

Approved by: _____

Date Rec'd Rizzetta & Co., Inc. SEP 21 2018

D/M approval RS Date 9-26-18

Date entered SEP 25 2018

Fund 001 GL220000C

Check# _____



SUNBELT

Gated Access Systems

8936 Western Way
Suite 10
Jacksonville, FL 32256-0338

Visit us on the web at www.sunbeltsys.com

Invoice

Voice # 904-354-7060

Fax # 904-355-5617

Invoice # 65352

Date 9/25/2018

Billed To:

Bainbridge CDD
2806 N. 5th Street
Suite 403
St. Augustine, FL. 32084

Shipped To:

Bainbridge CDD
15855 Twin Creek Drive
Jacksonville, FL 32218

P.O. Number	Rep	Ship Date	Shipped Via	Terms
	RKT	9/25/2018	Our Del & Instl	Net Due on Receipt
Quantity	Model/Part #	Description		
1	DEPOSIT	Deposit Due on Access Control Order - Quotation RT-3415 Date Rec'd Rizzetta & Co., Inc SEP 26 2018 D/M approval <u>NG</u> Date <u>9-26-18</u> Date entered <u>SEP 26 2018</u> Fund <u>001 gl 3000 oc 4729</u> Check# _____		

NOTES:

Total Due	\$7,180.00
------------------	-------------------

REFUND REQUEST FORM

District: Bainbridge CDD

Date of event: 8-18-18

Reason: Refund of Rental Deposit

Payable to:

Tammy McKianey
16015 Baxter Creek Dr.
Jax, FL 32218

Refund Amount: \$ 150⁰⁰

(Deposited: check # 134 amount of \$ 250⁰⁰, dated 7-31-18)

Requested by: R. Trulove

Approved by: _____

Date Rec'd Rizzetta & Co., Inc. AUG 20 2018
D/M approval NG Date 9-5-18
Date entered SEP 04 2018
Fund 001 GL 2000000c
Check# _____

REFUND REQUEST FORM

District: Bainbridge CDD

Date of event: 8-26-18

Reason: Refund of Rental Deposit

Payable to:

Tavares Clover
16246 Blossom Lake Dr.
Jax FL 32218

Refund Amount: \$ 150⁰⁰

(Deposited: check # _____ amount of \$ 250⁰⁰, dated 8-1-18
money order # R20738107115 0

Requested by: R. Trulove

Approved by: _____

Date Rec'd Alizzetta & Co., Inc. AUG 27 2018

D/M approval [Signature] Date 9-5-18

Date entered SEP 04 2018

Fund 001 gl 2000 OC _____

Check# _____

WEBWATCHDOGS

SURVEILLANCE CAMERA SYSTEMS

Invoice

1 Hargrove Grade Suite 1A
 Palm Coast, FL 32137
 (386) 957-9339
 (866) 896-9055 Fax
 www.WebWatchdogs.net
 WebWatchdogs@gmail.com
 Florida Contractor License #ES12000771

Date	Invoice #
9/12/2018	5235
Bainebridge CDD c/o Rizzetta & Company, Inc. 2806 North 5th Street, Suite 403	

Description	Qty	Rate	Amount
HD 2 Megapixel Water-Proof IR HD-Over Coax Mini Dome Camera, 1/3" 2 Megapixel CMOS, 25/30 fps @ 1080P, 25/30/50/60 fps @ 720P, High speed, long distance real-time transmission, HD and standard definition switch, OSD Menu, control over coaxial cable, Day/Night (ICR), AWB, AGC, BLC, 3D-DNR, 2.8 mm fixed lens, Max. IR LEDs length 66ft (20m), Smart IR, IP66, DC12V ***Includes Installation*** Date Rec'd Rizzetta & Co., Inc. <u>SEP 21 2018</u> DM approval <u>[Signature]</u> Date <u>[Signature]</u> Date entered <u>SEP 25 2018</u> Fund <u>001 57300004729</u> Check# _____	2	300.00	600.00T

<p>1 Year Extended Warranty on Camera Parts, Labor and Equipment</p> <p>All products are warranted for 1 year from date of purchase. If a product is defective we will repair or replace it. The following situations void the product warranty: Adding 3rd party software to a DVR without prior approval from our technical support department. Damage caused by nature such as flooding, winds, lightning and other similar events. Damage caused by vandalism. Network related issues involving your internet service provider (i.e. new modem, change of internet provider, etc.) Warranty Service Calls will be addressed within a 1-5 day time frame.</p> <p>After 1 year (outside of the warranty, if not extended), we will continue to support the product at the standard repair labor rate (currently \$99 per hour-minimum 2 hours) plus parts, if applicable, or phone technical support for \$65.00/hour. Out of warranty repairs are guaranteed for 30 days.</p>	Subtotal	\$600.00
	Sales Tax (0.0%)	\$0.00
	Total	\$600.00
	Payments/Credits	\$0.00
	Balance Due	\$600.00

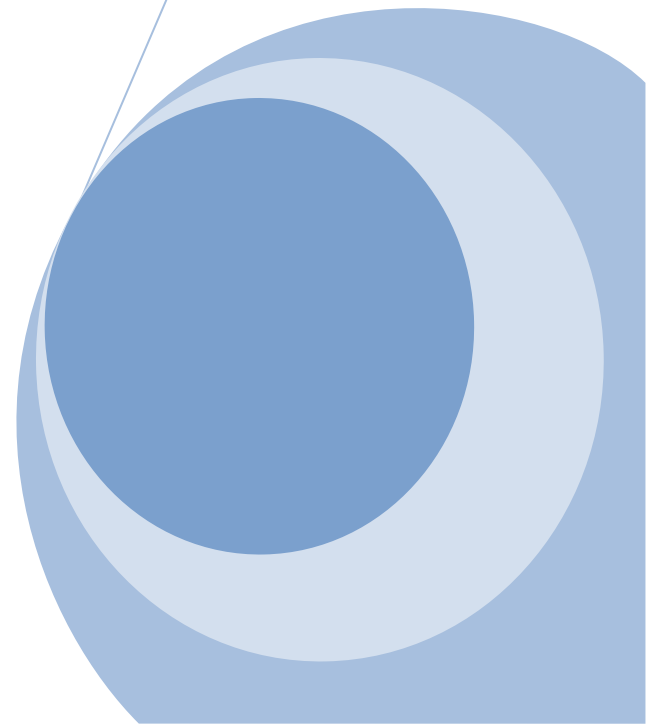
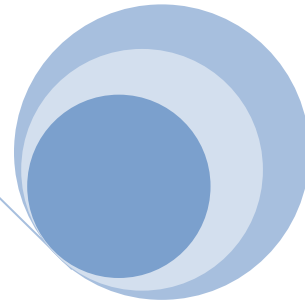
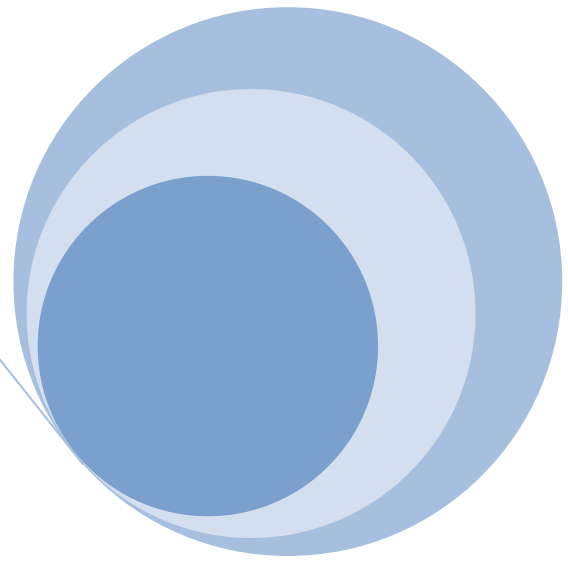
STAFF REPORTS

District Counsel

District Engineer

Amenity Report

Tab 4



Bainebridge Estates Community Development District

Field Report Nov 2018

**First Coast CMS LLC
11/05/2018**

Swimming Pool

One of the pool pumps failed and needed to be replaced. It was replaced by Florida Pump on 11/05.

The Autofill valve that controls the water level of the swimming pool was replaced by in house staff

At this time, the domes on the activity end of the pool has not been properly secured by the pool contractor, Parry Pools. The domes are fading badly and look to be much older than they are. We have reached out to the contractor several times about this and the work still remains undone.

Common Area and Events

Sunbelt gated access is proceeding with moving the gate and installing the card access on the bathrooms.

Roto-Rooter was called to clear all of the storm drains on the back of the building. Once area remains clogged. Roto-Rooter proposes over \$3k to repair clogged line. Staff will attempt to repair this in house first.

Several lights in the gym were replaced with updated LED bulbs.

- 1) A resident possibly misunderstood the definition of a vendor and had a commercial vehicle onsite, setting up prior to her event. When staff informed her that vendors were not allowed on property without the District having the proper insurance, the resident became upset. The District Chairman came to the facility for a different reason, but was informed of the situation. When the Chairman confronted the resident about the issue, the resident became physical with the chairman. The resident has had her amenity

privileges suspended until the board can review and determine if further suspension is necessary.

Suggested Policy Changes for Review

- 1) We request that a policy be in place that prohibits pool use for reservations inside the Gathering room. The reason for this is to help protect the interior of the Gathering room from wet bathing suits. We will also be replacing the flooring soon and what to prevent any slip and falls due to wet flooring.
- 2) If Alcohol is being served at an event, it must remain inside the Gathering room. No alcohol anywhere outside the room
- 3) Pool and Pool Deck closes at 8pm or Sundown, which ever happens first.
- 4) If a resident has been asked to leave the facility due to policy violations OR inability/unwillingness to control their guest, the remainder of the event will be cancelled and the deposit forfeited.

We still request that reservations between May 15th and Sept 15th be reduced or eliminated.

Update on Resident Suspension of Amenity Privileges

Field Inspection Report

Tab 5

BaineBridge

FIELD INSPECTION REPORT



October 22th, 2018

Rizzetta & Company

L. Scott Green – Field Services Manager



Rizzetta & Company
Professionals in Community Management

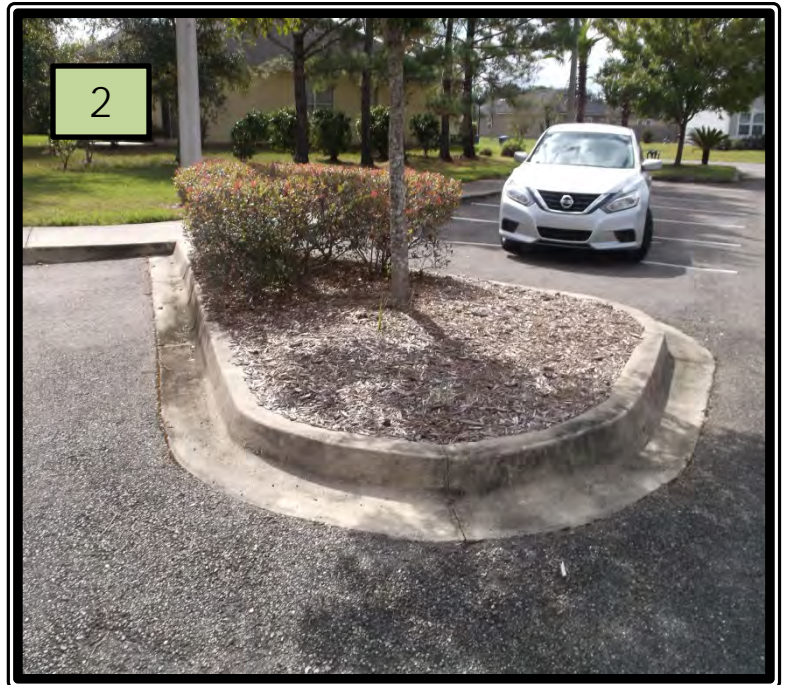
Landscaping

The following are action items for Bright View complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation.



1. Reference Pic (1) Located in center median of main entrance large Ligustrums need to be trimmed and shaped. Ask contractor to submit date as to when trees will be trimmed.

2. Reference Pic (2) Located in the parking lot of the amenities center landscape bed has a large void of plant material and is bare. Ask contractor to submit proposal to install new plant material with color in this landscape bed with new mulch for ground cover.





2. Reference Pic (3) Located at amenities center plant material in front landscape bed will need to be removed and replaced. Ask contractor to submit proposal to remove and replace this plant material as it is dead.

3. Reference Pic (4) Another photo of landscape bed in front of amenities center that needs to have dead plant material removed and replaced.



4. Landscape beds at front of amenities center will need to be re-mulch soon also as the mulch is very thin in front beds.

5. Reference Pic (5) Fence around pool needs to be edged and string trimmed as grass runners are growing long towards fence.



BaineBridge



6. Reference Pic (6) Located on back side of the playground trees limbs need to be trimmed and lifted as they are touching the fence.

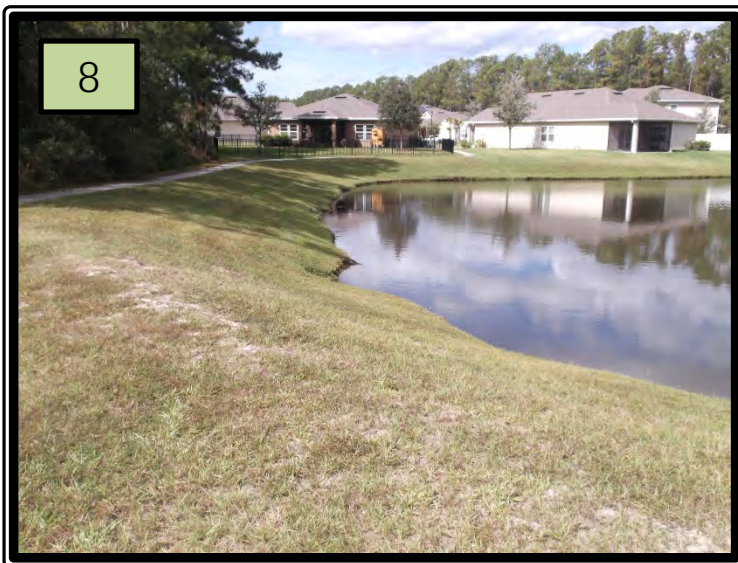
7. Reference Pic (7) Located behind pool area of amenities center trees limbs need to be trimmed and lifted as they are low and could pose a hazard to a service worker while mowing behind fence.

8. Crepe Myrtles will also need to be trimmed in up coming months.



9. Landscape beds around tennis courts need to be treated with herbicide for weed control. Referenced in last months report.

10. Reference Pic (8) Ponds throughout the community have been mowed and string trimmed to water line at the time of this inspection.



11. Reference Pic (9) Landscape beds around tennis courts have weeds that need to be removed and Ornamental grasses need to have dead brown plant material removed.



12. Reference Pic (10) Landscape bed at front entrance does not have annuals at this time and a large amount of construction still going on at front entrance.



11530 Davis Creek Court - Jacksonville, Florida 32256
(904) 292-0716 / Fax: (904) 292-1014

MEMORANDUM

DATE: November 7, 2018
TO: BaineBridge CDD
ATTN: Scott Green
FROM: Jay Jernigan
RE: Field Inspection Report Follow-Up

Pic (1) Construction has begun at main entry relating to road expansion. If the Ligustrum tree area has not been impacted on the center island, the trees can be pruned week of 11/12/18.

Pic (2) We will put together a proposal for BOD consideration.

Pic (3) Plants died do to excessive moisture caused by clogged drains on each side of the Amenity entry. Plants have been pulled and a corrective proposal option has been submitted to District Management.

Pic (4) See prior comments.

4. Mulch has been completed at Amenity Center.

Pic (5) Edging and trimming has been completed.

Pic (6) All wood line trimming will be completed in January and February when mowing activities have subsided.

Pic (7) See prior comments

9. Beds were treated with non-selective herbicide the week of 11/5/18. Site visits are now every other week and weed pressure will need to be addressed each visit until temperatures subside.

8. Crape Myrtle thinning and corrective trimming is scheduled for February.

Pic (9) Grass cut backs scheduled for January.

Landscape Report

Tab 6



11530 Davis Creek Court - Jacksonville, Florida 32256
(904) 292-0716 / Fax: (904) 292-1014

MEMORANDUM

DATE: 11/6/18
TO: Bainebridge CDD
ATTN: Board of Directors
FROM: Jay Jernigan
RE: Landscape Report

Base Maintenance

All contractual maintenance needs are being completed. This includes mowing, edging, trimming etc.

There were periods during the rainy portion of the summer where areas could not be mowed due to wet conditions.

Agronomy

All turf areas were treated for weeds and insects mid-October. This includes winterizing fertilization as well. Re-treats are scheduled for November.

Plant fertilization is scheduled for November.

Annuals

Annuals are on hold pending entry construction.

Irrigation

All inspections are up to date and approved repairs have been completed.

Enhancements

Recently approved pool upgrades have been completed. A request for additional bottle brush is pending.

There were clogged drains at the front of the clubhouse that caused the plant beds to become extremely saturated causing plant death and decline. The drain lines have been unclogged and there is a pending proposal to replace the plants that perished.

Tree Work

Palm pruning has been completed.

Tab 7

Proposal for Extra Work at Bainebridge CDD

Property Name	Bainebridge CDD	Contact	Lesley Gallager
Property Address	15855 Twin Creek Drive Jacksonville , FL 32218	To	Bainebridge CDD
		Billing Address	c/o Rizzetta & Company, Inc. 2806 N Fifth St Unit 403 St. Augustine , FL 32084

Project Name Amenity Center Landscape

Project Description Additional plants in pool and plant replacement in the front.

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
6.00	EACH	Bottle Brush 3 gal. installed in the pool per Board President request. Additional to original install.	\$16.75	\$100.50
26.00	EACH	Loropetalum 3 gal installed in front of the clubhouse to replace those that died due to clogged drains saturating the front beds.	\$15.75	\$409.50
8.00	EACH	Podocarpus 3 gal. installed to replace those that died due to saturation.	\$15.75	\$126.00
12.00	EACH	bagged mulch for touch up.	\$8.23	\$98.70

For internal use only

SO# 6783503
JOB# 346101085
Service Line 130

Total Price \$734.70

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assigns and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or its connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

District Manager

Signature	Title
Lesley Gallager	November 01, 2018
Printed Name	Date

BrightView Landscape Services, Inc. "BrightView"

Senior Account Manager

Signature	Title
Jay Jernigan	November 01, 2018
Printed Name	Date

Job #:	346101085	Proposed Price:	\$734.70
SO #	6783503		

District Manager

Tab 8



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: October 30, 2018

Aquatic Tech: Jim Charles

Client: Bainebridge CDD

Contact: Lesley Gallagher

Waterways: Sixteen ponds

Comments: Mostly cloudy, 78 F and calm winds.

Pond 1: The pond was in good condition. Inspected fish barrier. Fountain was running at time of visit.



Pond 2: The pond was in good condition. Water level is normal. Inspected fish barrier.



Pond 3: This pond was in good condition. Water level is a little low. Inspected fish barrier.



Pond 4: This pond was in good condition. Water level is normal. Inspected fish barrier.



Pond 5: This pond was in poor condition. Water level is normal. Checked fish barrier. Treated this pond with Fluridone, a highly effective (and expensive) aquatic herbicide. It will take time for complete results to be seen however it will help improve the condition of the pond.



Pond 6: This pond was in good condition. Water level is low.



Pond 7: This pond is experiencing planktonic algae, noted by the green color of the water. This is a result of the nutrient levels being too high in the pond. A good rain will help alleviate this condition. Water level is normal. Checked fish barrier.



Pond 8: This pond was in good condition. Water level is normal.



Pond 9: This pond was in good condition. Water level is normal.



Pond 10: Pond was in good condition this month. Water level is normal. Inspected fish barrier.



Pond 11: This pond was in good condition. Water level is normal. Note: tree is still down into the pond.



Pond 12: Pond was in good condition this month. Water level is low. Checked fish barrier.



Pond 14: Pond was in poor condition. Water level is normal. We applied Fluridone to this pond also. Expect to see positive results soon.



Pond 15: Pond was in good condition. Water level is normal. Checked fish barriers.



Pond 16: Pond was in fair condition. Water level is normal. Checked fish barrier.



Pond 17: Pond was in fair condition due to minor perimeter algae. Water level is normal.



Pond 18: Pond was in good condition. Water level is normal.



Pond 20: Pond was in fair to good condition. Water level is normal.



Pond 22: Pond was in fair condition. Water level is good.



Jim Charles

BUSINESS ITEMS

Discussion Regarding Amenity Center Policies

Public Hearing on Amenity Rental Rates

Tab 9

RESOLUTION 2019-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAINBRIDGE COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED POLICIES AND RATES REGARDING THE USE OF DISTRICT AMENITY FACILITIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bainbridge Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Duval County, Florida; and

WHEREAS, Chapters 190 and 120, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business and further provide that the District may adopt policies related thereto by resolution or motion; and

WHEREAS, the District previously adopted its *Rules, Policies and Fees for the Amenity Facilities*, dated April 17, 2014, as amended from time to time, regarding the use and rates of the District’s amenity facilities (“Amenity Facilities Policy”); and

WHEREAS, after providing notice pursuant to Florida law, and after holding a public hearing thereon, the Board of Supervisors (“Board”) finds that it is in the best interest of the District and necessary for the efficient operation of the District to adopt by resolution the amended policies and rates related to the use and rental of the District’s amenity facilities, attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application (“Amended and Restated Amenity Facilities Policy”).

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

SECTION 1. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. The Amended and Restated amenity Facilities Policy as set forth in **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. **Exhibit A** to this Resolution shall replace the existing Amenity Facilities Policy and shall remain in full force and effect until otherwise amended or rescinded by the Board of Supervisors.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of November, 2018.

ATTEST:

**BAINEBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Amenity Facilities Policy

Exhibit A

Amended and Restated Amenity Facility Policy

[See attached]

BAINEDRIDGE COMMUNITY DEVELOPMENT DISTRICT

Rules, Policies and Fees
For the
Amenity Facilities

Adopted – April 17, 2014
Amended – ~~April 19~~ November
15, 2018

Bainebridge Amenity Center
15855 Twin Creek Drive
Jacksonville, FL 32218

DEFINITIONS

"Amenity Facilities" or "Amenity"- shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the amenity center, together with their appurtenant facilities and areas.

"Amenity Facilities Policies" or "Policies" – shall mean these Amenity Facilities Policies of Bainebridge Community Development District, as amended from time to time.

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

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

"Board of Supervisors" or "Board" – shall mean the Bainebridge Community Development District's Board of Supervisors.

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

"District" – shall mean the Bainebridge Community Development District.

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

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

"Patron" or "Patrons" – shall mean Residents, Guests, and Non-Resident User who are eighteen (18) years of age and older.

"Property Owner" – shall mean that person or persons having fee simple ownership of land within the Bainebridge Community Development District.

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

"Resident" – shall mean any person or persons having residing in a home within the Bainebridge Community Development District that is a Property Owner or a Renter assigned user privileges pursuant to the policies set forth herein.

BAINEBRIDGE ANNUAL USER FEE

The Annual User Fee for any Non-Resident is \$2,500.00 per year. This payment must be paid in full at the time of completion of the Non-Resident user application and the corresponding agreement. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by the Non-Resident User. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities. The use of the Amenity Facility is not available for commercial purposes.

GUESTS

- (1) Residents or Non-Resident Users who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of this Polices as set forth by the District could result in loss of that Patron's privileges and membership.
- (2) Each Resident or Non-Resident User may bring no more than five (5) persons per lot as guests to the Amenities at one time unless the Patron has reserved the Bainebridge room or pool pavilion at the Amenity Facility and has paid the required usage fee. In the event a Patron has rented the Bainebridge room or pool pavilion at the Amenity Facility, the number of Guests shall be limited by the Bainebridge room or pool pavilion policies.

RENTER'S PRIVILEGES

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

GENERAL FACILITY PROVISIONS

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

Two (2) Facility Access Cards will be issued to each property owning entity within, the District and non-resident fee paying entity. The max any more family can hold is two (2) Facility Access Cards at any one time.

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

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.
- (2) Dogs and all other pets (with the exception of Seeing Eye dogs) are not permitted at the Amenity Facilities.
- (3) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
- (4) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
- (5) The Board of Supervisors (as an entity), its appointee, ~~and~~ the District Manager and the Amenity Manager shall have full authority to enforce these policies.
- (6) Smoking is not permitted at any of the Bainebridge Amenity Facilities or lands.
- (7) Glass and other breakable items are not permitted at any Amenity Facility.
- (8) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (9) Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
- (10) The District will not offer childcare services to Patrons at any of the Amenity Facilities.
- (11) Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the Amenity Center, tennis courts, basketball courts, athletic fields, playground area, and sidewalks surrounding these areas.
- (12) Events/Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the District Manager.
- (13) Alcoholic beverages are not permitted at any District owned facility or property at anytime with the exception of approval during an event held in the Bainebridge Amenity Room that has

authorized alcohol and met the additional Event Liability Insurance Requirement.

- (14) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Except as may otherwise be permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the District Manager
- (15) The Amenity Facilities shall not be used for commercial purposes. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (16) Firearms or any other weapons are not permitted in any of the Amenity Facilities [or their parking areas](#).
- (17) The District Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board.
- (18) Loitering (the offense of standing idly or prowling in a place, at a time or in a Manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
- (19) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- (1) Each Patron, as a condition of use of the Amenity Facilities, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.
- (2) No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. Residents and Non-Resident Users shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by a Resident or Non-Resident User or a Guest or family member(s) of the same. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Resident or Non-Resident User or a Guest or family member(s) of the same.
- (3) Any Patron or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained

or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.

- (4) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

AMENITY FACILITY OPERATIONS

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

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

District Equipment: All equipment owned, by the District and available for use by Patrons and Guests must remain in the Amenity Facilities. Should the equipment be removed damaged, missing pieces or in worse condition than when it was used by a Patron, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

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

GENERAL SWIMMING POOL RULES

NO LIFEGUARD ON DUTY- SWIM AT YOUR OWN RISK

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility.
- (2) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (3) Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
- (4) Radios, tape players, CD players, MP3 players and televisions are not permitted unless they are personal units equipped with headphones.
- (5) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the District Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (6) Showers are required before entering the pool.
- (7) Alcohol, glass containers, food, drink and chewing gum are prohibited.
- (8) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (9) The District Manager [and/or Amenity Manager](#) or its designee is authorized to direct the discontinued usage of play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
- (10) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (11) Pets (except Seeing Eye dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside the Amenity Facilities.
- (12) The District Manager or its designee reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
- (13) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (14) Proper swim attire (no cutoffs) must be worn in the pool.

- (15) No water balloons are permitted in the pool or on the pool deck area.
- (16) For the comfort of others, the changing of diapers or clothes is not allowed poolside.
- (17) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (18) Radio controlled water craft are not allowed in the pool area.
- (19) Pool entrances must be kept clear at all times.
- (20) No swinging on ladders, fences, or railings is allowed.
- (21) Pool furniture is not to be removed from the pool area.
- (22) Loud, profane, or abusive language is absolutely prohibited.
- (23) No physical or verbal abuse will be tolerated.
- (24) Tobacco or E Cigarette products are not allowed in the pool area.
- (25) Illegal drugs are not permitted.
- (26) The District is not responsible for lost or stolen items.
- (27) Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
- (28) The Amenity Center pool and covered lanai area may not be rented at anytime; however, Access may be limited at certain times for various District functions, as approved by the Board.
- (29) The Amenity Center pool may not be used by any Patron who is under the influence of alcohol or drugs.

SWIMMING POOL: FECES POLICY

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

FITNESS TRAINING ROOM POLICIES

Eligible Users: Patrons sixteen (16) years of age and older are permitted to use the District fitness training room during designated operating hours. Children between the ages of twelve (12) and sixteen (16) years of age are permitted to use the District fitness training room during designated operating hours when accompanied by a parent or guardian. No children under the age of twelve (12) are allowed in the District fitness training room at any time without specific consent from the District's Board.

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

- (1) Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District fitness training room. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (2) Each individual is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers is permitted in the District fitness training room per approval of the District Manager.
- (4) Hand chalk is not permitted to be used in the District fitness training room.
- (5) Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
- (6) No bags, gear, or jackets are permitted on the floor of the District fitness training room or on the fitness equipment.
- (7) Weights or other fitness equipment may not be removed from the District fitness centers.
- (8) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- (9) Please be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
- (10) Please replace weights to their proper location after use.
- (11) Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.

ATHLETIC COURT FACILITY POLICIES

Athletic Courts are available on a first come, first serve basis. Use of an athletic court is limited to one and a half (1.5) hours when others are waiting. If no one is waiting, play may continue. Also please note that the Athletic Court Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Athletic Court Facility are encouraged to consult with a physician prior to using the facility.

As a courtesy to other patrons, we ask that all players please recognize and abide by these rules and guidelines. Remember, not only are tennis and basketball a lifetime sport, they are also a game of sportsmanship, proper etiquette and fair play.

- (1) Proper athletic court etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (2) Proper athletic shoes and attire, as determined by the District Manager, are required at all times while on the courts. Shirts must be worn at all times.
- (3) Athletic Courts are for Residents and Non-Resident Users and Guests only. Patrons may invite Guests for play, but shall accompany their Guests.
- (4) No jumping over nets.
- (5) Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
- (6) Court hazards or damages, such as popped line nails, need to be reported to the District Manager for repair.
- (7) Persons using the tennis facility must supply their own equipment (rackets, balls, etc.).
- (8) Pets, roller blades, bikes, skates, skateboards and scooters are prohibited on the tennis courts.
- (9) Beverages are permitted at the athletic court facility if they are contained in non-breakable containers with screw top or sealed lids. No food or glass containers are permitted on the tennis courts.
- (10) No chairs, other than those provided by the District, are permitted on the tennis courts.
- (11) Lights at the tennis facility must be turned off after use.
- (12) Children under the age of thirteen (13) are not allowed to use the athletic court facility unless accompanied by an adult Resident or Non-Resident User.

DISTRICT PLAYGROUND/TOT LOT POLICIES

- (1) Children under the age of eight (8) must be accompanied by an adult Patron.
- (2) No roughhousing on the playground.
- (3) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- (4) The use of profanity or disruptive behavior is absolutely prohibited.
- (5) Patrons who use the playground do so at their own risk.
- (6) The playgrounds may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.

THE AMENITY CENTER RENTAL POLICIES

Residents and Non-Resident Users may reserve the ~~Bainebridge Room and outside~~ Pool Pavilion area through Amenity Center Staff for various meetings, classes, events, etc. for a maximum of five (5) hours per event. The five (5) hour limitation can only be exceeded upon specific authorization from the Board. [Additionally, Residents and Non-Resident Users may reserve the Bainebridge Room from September 16 through May 15. Bainebridge Room rental is exclusive of and does not include the Pool Pavilion area or the pool.](#) Residents and Non-Resident Users may not reserve the Bainebridge Room or Pool Pavilion more than four (4) times in any twelve (12) month period if the reservation date falls on a Friday, Saturday, Sunday or Monday. The maximum number of persons attending any event for the Bainebridge Room shall not exceed fifty (50) persons or twenty-five (25) persons for the Pool Pavilion. If the number of persons attending an event exceeds 25 people, Residents and Non-Resident Users must also pay for the salary of a District representative which will present during the event and will be available to provide assistance and coordination. Reservation of the Bainebridge Room and Pool Pavilion is on a first come, first serve basis and is subject to approval by the District Manager. Rental of both the Bainebridge Room and the Pool Pavilion simultaneously is not permitted. Upon application for use of the Bainebridge Room and the Pool Pavilion, the District Manager will determine if a paid attendant will be necessary. If an attendant is necessary, the party requesting the Bainebridge Room or Pool Pavilion will be required to pay the costs associated with the attendant. The Bainebridge Room or Pool Pavilion will not be available for use on Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday (with the exception of Martin Luther King Day, Washington's Birthday, Columbus Day and Veterans Day) as well as the following days:

December 24th
December 31st Easter
Sunday Memorial Day
Thanksgiving Day

December 25th
January 1
July 4th
Labor Day

The Bainebridge pool and pool area, including the surrounding decks and furniture, is not available for reservation and shall remain open to all Patrons and their guests during normal operating hours.

A refundable deposit in the amount established by District rule is required and will be returned after the function is complete provided there is no evidence of damage to the facility.

A cleanup fee in the amount established by District rule is required for all functions. Amenity Center Staff should be contacted to make proper arrangements regarding the reservation of the Bainebridge Room and to obtain the amounts of the deposit and cleanup fee.

No open burning or campfires are allowed at the Amenities.

Below are the policies and guidelines set forth and agreed upon by the Board and District Manager regarding events in the Bainebridge Room:

Policies

- (1) Applicant must be a Patron who will be responsible for ensuring that their Guests adhere to the policies set forth herein.
- (2) All applicants will be required to fill out and sign the District Facility Use Application Agreement per the District Manager's office.
- (3) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. This policy regarding insurance coverage also pertains to certain events the District determines should require additional Event Liability coverage on a case by case basis (to be reviewed by the District Manager or the Board of Supervisors). The District shall be named as an additional insured party on any such policies, and a certificate of insurance illustrating the appropriate coverage amount and parties is to be provided to the District Manager prior to the event.
- (4) Patrons are not allowed to bring or use their own grills or smokers at the Bainebridge Amenity Center.
- (5) Appropriate attire must be worn at all times in the Bainebridge. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (6) Each individual is responsible for cleaning up the Bainebridge Room after use.
- (7) Do not leave wet clothing, suits, or towels on the furniture or floor.
- (8) Loud music is not permitted.
- (9) Please treat district staff and other Patrons with courtesy and respect.
- (10) Patrons under the influence of alcohol or drugs may not use the Amenity Center Pool.

~~(10)~~(11) If any Patron attending the event violates any of the policies set forth in this section or other the general policies provided in this Amenity Facilities Policies, the event will be immediately cancelled and the applicable security deposit shall be forfeited.

Schedule of Fees/Deposits

- (1) The non-refundable rental fee for the Bainebridge Room is set as follows: ~~\$50.00~~150.00 for up to 25 guests or ~~\$100.00~~150.00 plus the cost of a district representative for 26 up to 50 guests. A non-refundable rental fee for the Pool Pavilion is set as follows: \$50 for up to 25 guests. Both the Bainebridge room and the pool pavilion have a maximum rental time limit of 5 hours. A final guarantee (number) of Guests is to be conveyed to the Amenity Center Staff no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made out to the "Bainebridge Community Development District" and submitted to Amenity Center Staff at the Amenity Center during posted office hours.

- (2) A refundable security deposit of \$150.00 for the Bainebridge room and ~~\$50~~150.00 for the pool pavilion shall be charged to the persons making the reservation and shall be submitted to the Amenity Center Staff at the Amenity Center during posted office hours in the form of a separate check (which shall be made payable to the "Bainebridge Community Development District"). To receive a full refund of the deposit, the following must be completed:
 1. Ensure that all garbage is removed from the premises.
 2. Remove all displays, favors or remnants of the event (No adhesives permitted on walls or windows).
 3. Wipe off and restore the furniture and other items to their original position.
 4. Wipe off counters, table tops and sink area.
 5. Ensure that no damage has occurred to the Bainebridge Room and its surrounding property and facilities if used by Patron and their guests.

If additional cleaning is required, the Resident or Non-Resident User reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The District Manager shall determine the amount of deposit to be returned, if any.

Indemnification

Each organization, group or individual reserving the use of a Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, its officers, agents, contractors and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

FISHING POLICY

Patrons may not fish from any lake/retention pond within the Bainebridge Community Development District. No watercrafts of any kind are allowed in these bodies of water except for lake maintenance vehicles. Any violation of this policy will be reported to the local authorities. Swimming is also prohibited in any of the waters. Please use the pools at the Amenity Facilities for swimming. The purpose of these bodies of water is to help facilitate the District's natural water system for runoff and overflow. Anyone who violates this provision does so at their own risk.

RULES: SUSPENSION AND TERMINATION OF PRIVILEGES

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

Notwithstanding anything contained herein, the District Manager [and/or Amenity Manager](#) may, at any time, restrict or suspend any Patron's privileges to use any or all of the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons, or to protect the Amenity Facilities from damage. Such [infraction, restriction, or suspension shall be ~~for a maximum period of thirty \(30\) days~~ imposed, in the discretion of the Amenity Manager or District Manager, for an appropriate duration in reasonable proportion to the severity of misconduct,](#) or until the date of the next Board of Supervisors meeting, whichever occurs first. Such [infraction, restriction, and/or suspension shall be documented by the District Manager and/or Amenity Manager imposing the same.](#) The Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting, [regardless of whether any action is required by the Board of Supervisors.](#)

Relating to District Policies and Fees for All Amenity Facilities:

A Patron's privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the [Amenity Manager, District Manager, or Board of Supervisors, in accordance with procedures identified below,](#) and a Patron may also be required to pay restitution for any property damage, if a he or she:

1. Fails to abide by the District Policies and Fees for All Amenity Facilities established and approved by the Board of Supervisors.
2. Submits false information on facility applications.
3. Permits unauthorized use of an Access Card.
4. Exhibits unsatisfactory behavior, deportment or appearance.
5. Treats the personnel or employees of the District in an unreasonable or abusive manner.
6. Engages in conduct that is improper or likely to endanger the welfare, safety or
7. Reputation of the District.
8. Damages or destroys District property.

District Suspension and Termination Process:

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

- A. First Offense -Written warning by staff of continued policy violations signed by the Patron/Guest and kept on file at the District Manager's Office.
- B. Second Offense – Automatic suspension of all Amenity Facilities privileges for one (1) week; a written report will be created, signed by the Patron and kept on file at the District Manager's Office.
- C. Third Offense- Automatic suspension from all Amenity Facilities for an appropriate duration in reasonable proportion to the severity of misconduct as determined by the Amenity Manager or District Manager, for up to thirty (30) Days or until the date of the next suspension is removed by the Board of Supervisors at their next regularly scheduled Meeting, whichever occurs first. If the suspension is to be considered At this time the Board meeting, a complete record of all relevant documentation of misconduct at issue and previous documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's privileges for up to one (1) calendar year from the Board's approval of termination of privileges.

Notwithstanding the process outlined above, the District Manager and/or Amenity Manager shall have the authority and full discretion to immediately suspend a Patron's privileges if Patron's actions rise to level of severity posing an immediate threat to the health, safety and welfare of other Patrons or the condition of the Amenity Facilities.

Patrons whose privileges have been suspended or revoked may have the determination reviewed by the District's Board of Supervisors pursuant to Section 3.0 of the District's Rules of Procedure. Any request for a hearing by the District's Board of Supervisors shall act to hold any such suspension being appealed in abeyance.

The above policies were amended and adopted by the Board of Supervisors for the Bainebridge Community Development District on this 19th-15th day of ~~April~~November, 2018.

Secretary / Assistant Secretary

Chairman / Vice Chairman

Proposals for Entry Monument
(Under Separate Cover)

**AUDIENCE COMMENTS
and
SUPERVISOR REQUESTS**

ADJOURNMENT