



Rizzetta & Company

Bainebridge Community Development District

**Board of Supervisors'
Meeting
April 15, 2021**

**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

William Huff	Chairman
Samuel Helms III	Vice Chairman
Charles Straw	Assistant Secretary
Alton Mabb	Assistant Secretary
Jim Beck	Assistant Secretary

District Manager

Lesley Gallagher	Rizzetta & Company, Inc.
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District Counsel

Sarah Warren	Hopping Green & Sams, P.A.
Katie Buchanan	Hopping Green & Sams, P.A.

District Engineer

Vince Dunn	Dunn & Associates
David Taylor	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.

BAINEDRIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH AVENUE, UNIT 403 · ST. AUGUSTINE, FLORIDA 32084 · (904) 436-6270

Board of Supervisors
Bainebridge Community
Development District

April 8, 2021

AGENDA

Dear Board Members:

The regular meeting of the Bainebridge Community Development District will be held on **Thursday, April 15, 2021 at 6:00 p.m.** at the Bainebridge Amenity Center, located at 15855 Twin Creek Drive, Jacksonville, Florida 32218. The following is the agenda for this meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **AUDIENCE COMMENTS ON AGENDA ITEMS**
4. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Audit Committee Meeting held March 18, 2021.....**Tab 1**
 - B. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held March 18, 2021.....**Tab 2**
 - C. Ratification of the Operation and Maintenance Expenditures for February 2021.....**Tab 3**
5. **STAFF REPORTS**
 - A. District Counsel
 - 1.) Memorandum Regarding Sunshine Law and Public Records.....**Tab 4**
 - B. District Engineer
 - 1.) Acceptance of the Annual Engineer's Report.....**Tab 5**
 - C. Amenity Manager
 - 1.) First Coast CMS Report, April 2021.....**Tab 6**
 - 2.) Discussion Regarding COVID-19 Restrictions
 - D. Landscape Manager
 - 1.) BrightView Landscape Report, April 6, 2021.....**Tab 7**
 - E. District Manager
 - 1.) Charles Aquatics Service Report, March 31, 2021.....**Tab 8**
6. **BUSINESS ITEMS**
 - A. Consideration of Proposal(s) for Replacement of Playground Equipment....**Tab 9**
 - B. Consideration of Resolution 2021-03, Approving Proposed Fiscal Year 2021/2022 Budget and Setting Public Hearing.....**Tab 10**
7. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
8. **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

Lesley Gallagher

District Manager

Bainebridge Community Development District

CALL TO ORDER / ROLL CALL

PLEDGE OF ALLEGIANCE

AUDIENCE COMMENTS ON AGENDA ITEMS

BUSINESS ADMINISTRATION

Tab 1

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.

**BAINEBRIDGE
COMMUNITY DEVELOPMENT DISTRICT**

The **Audit Committee Meeting** of the Bainebridge Community Development District was held on **Thursday, March 18, 2021 at 6:00 p.m.** at the Bainebridge Amenity Center, located at 15855 Twin Creek Drive, Jacksonville, Florida 32218.

Present and constituting a quorum:

William Huff II	Board Supervisor, Chairman
Samuel Helms	Board Supervisor, Vice Chairman
Charles Straw	Board Supervisor, Assistant Secretary
Alton Mabb	Board Supervisor, Assistant Secretary
Jim Beck	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Hopping Green & Sams (Via Speakerphone)
David Taylor	District Engineer, Dunn & Associates (Via Speakerphone)
Tony Shiver	President, First Coast CMS

Audience members present

FIRST ORDER OF BUSINESS

Call to Order

Mr. Gallagher called the meeting to order at 6:01 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

**Review Instructions and Criteria for Proposals for
District Auditing Services**

Mr. Gallagher noted that the first audit committee meeting had previously been scheduled for January 21st, but due to that meeting being cancelled, the first meeting was now being held this evening.

On a motion by Mr. Straw, seconded by Mr. Huff, with all in favor, the Committee selected the criteria to include price and an even weighting per criteria and a 5 year engagement option for Bainebridge Community Development District.

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

On a motion by Mr. Straw, seconded by Mr. Helms, with all in favor, the Committee set the 2nd Audit Committee Meeting date for July 15, 2021 prior to the onset of the regular meeting for Bainebridge Community Development District.

FOURTH ORDER OF BUSINESS

Adjournment

Ms. Gallagher adjourned the audit committee meeting at 6:05 p.m. for Bainebridge Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

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.

**BAINEBRIDGE
COMMUNITY DEVELOPMENT DISTRICT**

The **regular** meeting of the Board of Supervisors of Bainebridge Community Development District was held on **Thursday, March 18, 2021 at 6:00 p.m.** at the Bainebridge Amenity Center, located at 15855 Twin Creek Drive, Jacksonville, Florida 32218.

Present and constituting a quorum:

William Huff II	Board Supervisor, Chairman
Samuel Helms	Board Supervisor, Vice Chairman
Charles Straw	Board Supervisor, Assistant Secretary
Alton Mabb	Board Supervisor, Assistant Secretary
Jim Beck	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Hopping Green & Sams (Via Speakerphone)
David Taylor	District Engineer, Dunn & Associates (Via Speakerphone)
Tony Shiver	President, First Coast CMS

Audience members present

FIRST ORDER OF BUSINESS**Call to Order**

Mr. Huff called the meeting to order at 6:05 p.m. and read the roll call.

SECOND ORDER OF BUSINESS**Pledge of Allegiance**

Mr. Mabb led the pledge of allegiance.

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no questions on agenda items.

FOURTH ORDER OF BUSINESS

Oath of Office of Jim Beck

Ms. Gallagher noted that Mr. Beck took his Oath of Office prior to the onset of the meeting.

FIFTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Regular Meeting held November 19, 2020

On a motion by Mr. Helms, seconded by Mr. Mabb, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held November 19, 2020 for Bainebridge Community Development District.

SIXTH ORDER OF BUSINESS

Consideration of the Operation and Maintenance Expenditures for October 2020, November 2020, December 2020 and January 2021

On a motion by Mr. Beck, seconded by Mr. Straw, with all in favor, the Board ratified the Operation and Maintenance Expenditures for October 2020 in the amount \$35,950.27 and November 2020 in the amount of \$15,460.30, December 2020 in the amount of \$30,520.85 and January 2021 in the amount of \$23,178.24 for Bainebridge Community Development District.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

1.) Update Regarding E-Verify

Ms. Buchanan reviewed the E-Verify requirements that were effective January 1st and noted that all contracts going forward would include this information as well.

On a motion by Mr. Straw, seconded by Mr. Beck, with all in favor, the Board authorized the Chairman to sign the Memorandum of Understanding for Bainebridge Community Development District.

B. District Engineer

1.) Ratification of Approval for Annual Engineer's Report

On a motion by Mr. Straw, seconded by Mr. Huff, with all in favor, the Board ratified the approval of the Chairman's approval of the Annual Engineer's Report proposal for Bainebridge Community Development District.

Moved to agenda item 6A, Consideration of Proposal for Weir Repair.

The Board was updated that the proposal found under Tab 11 of the agenda was to complete the weir repair and was in addition to the work previously completed by D. Armstrong contracting. Discussion ensued.

On a motion by Mr. Straw, seconded by Mr. Mabb, with all in favor, the Board approved a not to exceed amount of \$5,500.00 and authorized the Chairman to approve the final proposal and completion time frame noting if the repair would not be completed prior to the next meeting, the proposal should be brought back to the Board for further review for Bainebridge Community Development District.

Mr. Taylor also noted that their firm would have a representative on site during this repair.

C. Amenity Report

1.) First Coast CMS Field Report, March 2021

2.) Discussion Regarding COVID-19 restrictions

Mr. Shiver updated the Board regarding an issue that occurred on Tuesday morning involving a section of the pool wall below the waterfall collapsing into the pool. He noted that he had contacted the contractor that completed the pool remarcite and it was felt that the repairs would be covered under the 15 year warranty provided. He also requested authorization to purchase an electrostatic sprayer.

On a motion by Mr. Straw, seconded by Mr. Helms, with all in favor, the Board authorized the purchase of an electronic sprayer at a cost not to exceed \$350.00 for Bainebridge Community Development District.

On a motion by Mr. Helms, seconded by Mr. Mabb, with all in favor, the Board reviewed allowing rentals in the amenity room again at a maximum occupancy of 30 people and with the use of a waiver which also recommended the use of masks. The Board approved opening the amenity room for rentals with these restrictions for Bainebridge Community Development District.

Mr. Shiver discussed the possible use of credit cards for rentals and deposits and the Board directed him to bring back additional information at an upcoming meeting.

D. Field Inspection Report

1.) Field Inspection Report, February 16, 2021

i. BrightView Response to Field Inspection Report on February 16, 2021

On a motion by Mr. Straw, seconded by Mr. Helms, with all in favor, the Board approved the Field Inspection and responses for February for Bainebridge Community Development District.

- E. Landscape Report
1.) BrightView Landscape Report, March 9, 2021
Not requested to attend, no questions.
- F. District Manager
1.) Charles Aquatics Pond Report, February 25, 2021
2.) Charles Aquatics Fountain Report, February 27, 2021

On a motion by Mr. Straw, seconded by Mr. Helms, with all in favor, the Board accepted the pond and fountain reports for Bainebridge Community Development District.

Ms. Gallagher reviewed correspondence she had received from Charles Aquatics noting that they have been having issues off and on with planktonic algae which is caused by excessive nutrients like phosphorus and nitrogen. She also noted that someone had intentionally stocked fish that are not native which reproduce rapidly and often overpopulate and die. Ms. Gallagher reminded residents that the only fish stocked are done through the aquatics company as authorized and based on permits.

Ms. Gallagher updated the Board that the next meeting will be held on April 15, 2021 at 6:00 p.m.

EIGHTH ORDER OF BUSINESS

Consideration of Proposal for Pool Furniture

This item was tabled for Consideration with the Fiscal Year 2021-2022 budget.

NINTH ORDER OF BUSINESS

Consideration of Proposal for Pool Deck-Paver Enhancement

On a motion by Mr. Helms, seconded by Mr. Straw, with all in favor, the Board approved the proposal from Cornerstone in the amount of \$4,780.00 which also included the removal of the sago palms for Bainebridge Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Proposal for Delta Jets at Pool

On a motion by Mr. Mabb, seconded by Mr. Beck with all in favor, the Board approved the proposal to install eight (8) delta jets by Oak Wells Pools at a cost of \$1,200.00 for Bainebridge Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of WebWatchDogs Extended Warranty Proposal

On a motion by Mr. Straw, seconded by Mr. Helms, with all in favor, the Board approved the WebWatchDogs Extended Warranty proposal in the amount of \$225.00 for Bainebridge Community Development District.

TWELFTH ORDER OF BUSINESS

**Acceptance of Financial Report for Period Ending,
September 30, 2020**

On a motion by Mr. Straw, seconded by Mr. Helms, with all in favor, the Board accepted the Audit for Fiscal Year ending September 30, 2020 for Bainebridge Community Development District.

THIRTEENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

No Supervisor comments.

An audience member had a question about using cash apps for deposits and rentals such as Zelle.

An audience member had questions regarding the timing of proposals and approvals with the pool and playground being closed.

An audience member had questions about maintenance responsibilities for pond banks.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Mabb, seconded by Mr. Helms, with all in favor, the Board adjourned the meeting at 7:49 p.m. for Bainebridge Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 3

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures February 2021 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2021 through February 28, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$23,976.51**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

BAINBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
American Electrical Contracting, Inc.	003483	W39662	Electrical Repairs 10/20 and 11/20	\$ 738.00
Bob's Backflow, Inc.	003484	72335	Backflow Test 01/21	\$ 367.50
Bob's Backflow, Inc.	003484	72514	Backflow Repair 02/21	\$ 529.00
BrightView Landscape Services, Inc.	003479	7191490	Landscape Maintenance 02/21	\$ 2,833.00
Charles Aquatics, Inc.	003480	40734	Quarterly Fountain Maintenance 02/21	\$ 125.00
Charles Aquatics, Inc.	003480	40760	Monthly Aquatic Management - 20 Ponds 02/21	\$ 665.00
Comcast	003482	8495 74 120 2010538 02/21	Amenity Cable/Phone/Internet 02/21	\$ 354.10
First Coast Contract Maintenance Service LLC	003485	5514	Reimbursable Expenses 12/20 & 01/21	\$ 1,452.12
First Coast Contract Maintenance Service LLC	003485	5558	Monthly Pool, Janitorial & Maintenance 02/21	\$ 4,033.94
First Coast Contract Maintenance Service LLC	003485	5570	Reimbursable Expenses 01/21 & 02/21	\$ 313.08
Hopping Green & Sams Attys.	003477	120120	General Legal Services 12/20	\$ 188.50
JEA	003481	4849510511 01/21	15855 Twin Creek Dr/15700 Bainbridge Dr 01/21	\$ 1,962.56

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
McDermitt, Davis & Co., LLC	003472	47564	Audit Services FY 19/20	\$ 4,100.00
NewAgeTutors LLC DBA VGlobalTech	003478	2353	Website ADA Compliance 02/21	\$ 250.00
Republic Services of Florida	003486	0687-001120516	Pickup Service 03/21	\$ 142.54
Rizzetta & Company, Inc.	003473	INV0000055958	District Management Services 02/21	\$ 5,222.17
Rizzetta & Company, Inc.	003487	INV0000056259	Field Services 02/21	\$ 600.00
Rizzetta Technology Services, LLC	003474	INV0000006757	Website Hosting Services 02/21	<u>\$ 100.00</u>
Report Total				<u>\$ 23,976.51</u>

STAFF REPORTS

District Counsel

Tab 4

Hopping Green & Sams

Attorneys and Counselors

April 6, 2021

VIA ELECTRONIC MAIL

Board of Supervisors

Bainebridge Community Development District

Re: *Refresher on Sunshine Law and Public Records Law*

Dear Supervisors:

I would like to provide a short reminder on Florida's public meeting and record requirements. While many of you are familiar with these requirements, this letter provides a refresher to help keep them on your mind. Please take a few minutes to read this letter and contact me at your convenience with any questions.

Florida's Government in the Sunshine Law

Generally speaking, Florida's Sunshine Law applies to all formal or informal gatherings of two or more Board Supervisors to discuss matters that **may foreseeably come before the Board for official action**. Section 286.011, Florida Statutes, contains three requirements for such meetings: (1) the meetings must be open to the public; (2) the meetings must be noticed; and (3) minutes of the meetings must be taken. The Sunshine Law is intended to protect the public from "closed door" politics, and Courts broadly construe the law to ensure it meets this remedial and protective purpose.¹ As examples of the broad interpretation of the Sunshine Law, courts and Florida's Attorney General have opined that it extends to:

- Discussions or exchanges between two or more Board Supervisors regarding Board business via email, telephones, Facebook, blogs, and third-party intermediaries.²
- Discussions between two or more board members at a noticed public meeting, but conducted in a manner not generally audible to the public in attendance.³
- Meetings of advisory groups that have been delegated some decision-making authority (e.g., tasked with responsibility to make recommendations on some Board-related business), whether delegation is by the board or by a single board member.⁴

¹ See, e.g., *Wood v. Marston*, 442 So.2d 934, 938 (Fla. 1983).

² See, e.g., Att'y General Opinion 08-07 (blogs); Att'y General Opinion 09-19 (Facebook); *State v. Childers* No. 02-219390-MMC; 02-21940-MMB (Escambia Co. Ct., June 5, 2013) (telephones); Att'y General Opinion 74-47 (intermediaries).

³ *Rackleff v. Bishop*, No. 89-235 (Fla. 2d Cir. Ct., March 5, 1990). See also Att'y General Opinion 71-159.

⁴ *Wood v. Marston*, 442 So.2d 934 (Fla. 1983). See also Att'y General Opinion 75-41.

Knowing violations of the Sunshine Law are a second degree misdemeanor punishable by up to sixty (60) days imprisonment and/or a fine of up to \$500.⁵ Noncriminal infractions are punishable by a fine not exceeding \$500.⁶ Significantly, attorneys' fees may be awarded to parties that bring successful suits for Sunshine Law violations, and those fees may be assessed against the individual members of the Board, except in those cases where the Board sought, and took, the advice of its attorney.⁷ The availability of attorneys' fees has created a cottage industry among lawyers that specialize in bringing suits for Sunshine Law violations and also supports law suits by newspapers and other "watch-dog" organizations.

Florida's Public Records Law

Board Supervisors are also subject to the duties contained in Chapter 119, Florida Statutes, which creates certain retention and inspection requirements for public records. The term "public record" is broadly defined in Section 119.011(11), Florida Statutes, to include "all documents, papers, letters... or other material, regardless of the physical form, characteristics, or means of transmission, made or received... in connection with the transaction of official business by any agency." The nature of the record, rather than the form of the record, determines whether it is a public record subject to Chapter 119, Florida Statutes. Thus, the public records law may reach texts, emails, instant messages, and draft and non-final documents. For example, opinions or comments posted on social media websites or blogs by Board Supervisors regarding District matters or matters that may come before the Board are considered to be made "in connection with the transaction of office business" and are, therefore, "public records."⁸ This may be true regardless of whether the posts are made on a private social media account, a public social media page, or on a public website.⁹ In sum, the courts construe the public records law liberally in favor of openness.¹⁰

The District has addressed retention of records on its own website. However, posts on third party sites are not under the direct control of the District, but may still be subject to public records requirements. As a result, if you do post on a third-party social media page, we advise that you create a copy of that page, and submit it promptly to the District Manager's office, who will maintain the record as the District's records custodian.

⁵ 286.011(3)(b), Fla. Stat.

⁶ 286.011(3)(a), Fla. Stat.

⁷ 286.011(4); (5), Fla. Stat.

⁸ Att'y General Opinion 09-19.

⁹ Att'y General Opinion 08-07.

¹⁰ *Dade Aviation Consultants v. Knight Ridder, Inc.*, 800 So.2d 302, 304 (Fla. 3rd Dist. Ct. App. 2001).

Knowing violations of the public records law is a misdemeanor of the first degree punishable by up to one year in prison and/or a fine of \$1,000 in addition to possible impeachment and removal from office.¹¹ Noncriminal violations are punishable by a fine not exceeding \$500.¹² As in the Sunshine Law context, attorneys' fees may be awarded to parties that bring successful suits for public record law violations and the availability of attorneys' fees has created a cottage industry of lawyers and watch-dog organizations that specialize in bringing suits for public record law violations.¹³

Best Practices for Social Media

While social media is a powerful tool for Board communication with constituents, use of social media by Board Supervisors presents the risk of violation of both the Sunshine Law and the Public Records Law. Here are some suggestions to minimize these risks:

1. Do NOT post on a social media page in response to another Supervisor's post. Also, do NOT direct others to make such a post on your behalf.
2. If you do post on a social media page, create a copy of that page, and submit it promptly to the District Manager's office, who will maintain the record as the District's records custodian.
3. Maintain District-related email separate and apart from any personal e-mail.
4. If in doubt about the accuracy of any planned posts, please consult with staff first, or feel free to direct a constituent with a particular question to staff for follow-up.
5. If you want to set up your own Facebook or other account where District business will be discussed, please consult further with District staff first.

I hope this information is helpful to you. If you ever have questions about how to handle a Sunshine Law or public records issue, please do not hesitate to contact me or another member of the District's staff.

Sincerely,

/s/ Katie S. Buchanan

Katie S. Buchanan, District Counsel

cc: District Manager

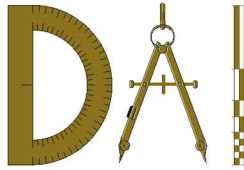
¹¹ 119.10, Fla. Stat.

¹² 119.10, Fla. Stat.

¹³ See, e.g., Taitt, Sarah, *Florida Public Records Law: The Battle Over Attorneys' Fees*, The Florida Bar Journal, vol. 9, no. 3 (March 2017).

District Engineer

Tab 5



Dunn & Associates, Inc.

CIVIL ENGINEERS / LAND PLANNERS

8647 Baypine Road, Suite 200 Jacksonville, Florida 32256

Phone: (904) 363-8916

Fax: (904) 363-8917

April 7, 2021

Leslie Gallagher, District Manager
Bainebridge Community Development District
2806 N. Fifth Street, Unit 403
St. Augustine, FL 32084

PROJECT: Bainebridge Community Development District
DAI Project No. 1311-370
SUBJECT: Consulting Engineer's Report 2021

Dear Ms. Gallagher:

In accordance with Section 9.21 of the Master Trust Indenture for the Bainebridge Community Development District ("District"), Dunn & Associates, Inc., the District Engineer, has reviewed the portion of the Project (as defined in the Indenture) owned by the District, and such portion appears to have been maintained in good repair, working order and condition.

We have reviewed the fiscal year 2020/2021 budget and it appears to be sufficient, in our opinion, to provide for operation and maintenance of the portion of the Project owned by the District.

In accordance with Section 9.14 of the Master Trust Indenture, Dunn & Associates, Inc. has reviewed the property schedule stating the current limits of insurance coverage and the policy appears to adequately cover the value of the District owned improvements.

Should you have any questions or comments related to the information provided in this report, please do not hesitate to contact our office.

Sincerely,

Dunn & Associates, Inc.

David M. Taylor, P.E.
Vice President

Amenity Report

Tab 6



Bainebridge Community Development District

Field Report April 2021

First Coast CMS LLC

04/06/2021

Swimming Pool

Florida Pump Service replaced the broken pool motor under warranty but discovered that the brass impeller was cracked. The impeller needed to be replaced. Cost for the new impeller was approx. \$950. After the impeller was installed, we discovered that the pump lid is cracked in about 20 places and will need to be replaced. This could have led to the damage of the impeller.

Temp Pools was on site Wednesday March 31st to evaluate pool. We learned that they will be covering it under warranty but still do not have a time frame of repair with them. They will not communicate with Amenity Staff directly, so we have been pressuring Parry Pools for a schedule for repair.

Oak Wells Aquatics will be onsite within the next two weeks to begin installing the Jets on the side of the pool. Once completed, we can move forward with the paver project.

Common Area and Events

Window World installed the final window on 4/6/2021.

At this time, we are recommending that Amenity Staff to allow scheduling of Food Trucks.

The playground was temporarily repaired to allow residents to use it. We have met with two playground installation companies and both said that they do not recommend refurbishing the play structure due to its age. They both said that the structure has a commercial life of about 15 years and recommend replacement afterward.

Discussion Regarding COVID-19 Restrictions

Landscape Report

Tab 7



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

MEMORANDUM

DATE: April 6, 2021
TO: Bainebridge
ATTN: Board of Directors
FROM: Jay Jernigan
RE: Landscape Report

Grounds Maintenance

Weekly grounds maintenance

Apply herbicide to pavers and sidewalk cracks.

Apply herbicide to landscape beds

Trimming the front entrance and amenity center

Irrigation

Inspections are up to date

Agronomics

All agronomics are up to date

Treated the turf weeds

Enhancements

New flowers will be installed on the 21st of April

Arbor Care

No new news to report

District Manager

Tab 8



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: March 31, 2021

Aquatic Tech: Jim Charles
Bill Fuller

Client: Bainebridge CDD

Contact: Lesley Gallagher

Waterways: Twenty ponds.

Comments: 79° F

Pond 1: Pond was in good condition. No invasive species noted. Fountain was off at time of visit. Removed some trash.



Pond 2: Pond was in good condition. No invasive species noted.



Pond 3: Pond was in overall good condition. Treated for perimeter vegetation.



Pond 4: Pond is in good condition. No invasive species noted.



Pond 5: Pond was in overall good condition. Treated for perimeter vegetation.



Pond 6: Pond was in good condition. No invasive species noted.



Pond 7: Pond was in good condition. No invasive species noted. The non-biological film is gone.



Pond 8: Pond was in good condition. No invasive species noted.



Pond 9: Pond was in good condition. No invasive species noted.



Pond 10: Pond was in overall good condition. Treated for algae.



Pond 11: Pond was in good condition. No invasive species noted.



Pond 12: Pond was in fair condition. Had a good kill on the perimeter vegetation and algae.



Pond 14: Pond was in overall good condition. No invasive species noted.



Pond 15: Pond was in good condition. No invasive species noted.



Pond 16: Pond was in overall good condition. Treated for perimeter vegetation.



Pond 17: Pond was in good condition. No invasive species noted...just pine pollen.



Pond 18: Pond was in good condition. No invasive species noted.



Pond 19: Pond was in good condition. No invasive species noted.



Pond 20: Pond was in good condition. Perimeter vegetation is dead.



Jim Charles

BUSINESS ITEMS

Tab 9



Bliss Products and Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote # **55695**

Sales Rep: DeWitt Gibbs
dewitt@blissproducts.com
O: (904) 751-0830
F: (904) 714-6822
C: (904) 219-7760

**First Coast Contract
Maintenance Services. LLC**

Date 4/5/2021

Project Bainbridge CDD
Playground - OPT 1

Bill To

First Coast Contract Maintenance
Services. LLC
352 Perdido Street
Saint Johns, Florida 32259

Ship To

15855 Twin Creek Dr.
Jacksonville, FL
Bainbridge CDD 15855 Twin
Creek Dr.
Jacksonville, Florida 32226

Contact

Tony Shiver
MGRM

Approximate Ship Date

Ship Via
ABF

Terms
Net 30

Vendor					
INS	INSTALL	Demo & Disposal of Existing Play Equipment	1	\$1,250.00	\$1,250.00
INS	INSTALL	Assembly & Installation of New Play Equipment	1	\$6,850.00	\$6,850.00
PPS	10-96701A	Calgary	1	\$28,724.00	\$28,724.00
PPS	DISC	Discount	1	\$-5,744.80	\$-5,744.80

		Sub Total	\$31,079.20
		Freight	2,575.32
Taxable Subtotal	\$22,979.20	Tax	1,428.75
		Grand Total	\$35,083.27

Quote valid for 30 days unless otherwise noted.

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Install Conditions - Unless otherwise noted:

- Site should be clear, level and allow continuous access for delivery, materials and equipment. A space must be provided for the staging and secure storage of equipment within a reasonable distance to the jobsite.
- Installation price based on a single mobilization and unrestricted work hours. We can accommodate special requests but they may result in additional labor costs.
- Bliss will call for public locates but the customer is responsible for locating and identifying all private utilities. We are not responsible for damage to unmarked lines.
- Installation requiring footers are based on normal soil conditions. Excessive rock, coral, asphalt, foundations, pipes or other obstructions will result in additional labor costs.

- If permitting is required, customer is responsible for providing site survey. Equipment delivery and installation times will not begin until permitting is approved. Permitting fees and engineering drawings not included.
 - Bliss will smooth jobsite but full site restoration (such as sod) is not included. Bliss will take every care with trees, curbs, sidewalks, fences and other site obstructions but will not be responsible for damage caused by normal installation processes.
 - Removal of trash and spoils is not included. Customer responsible for providing dumpster for debris and/or an area within reasonable distance to spread spoils.
 - Bliss will not be held responsible for delays due to weather.
 - Customer accepts all responsibility for requests that are not in compliance with ASTM, CPSC or local building codes.
-

Bliss Products and Services, Inc.
Terms and Conditions Applying to the Sale of Goods and Services

Customer: First Coast Contract Maintenance Services, LLC

Address: 352 Perdido Street
Saint Johns, Florida 32259

Date: 7 April 2021

Quote Number: 55695

Amount: \$35,083.27

These Terms and Conditions constitute a material part of the agreement between Bliss Products and Services, Inc. ("Bliss") and Customer. Bliss objects to, and does not agree to be bound by, any documentation Customer submits to Bliss. These Terms and Conditions supersede any inconsistent terms and conditions in any documentation Customer submits to Bliss.

A. Definitions

1. "Customer" means the party identified above placing the order to which these Terms and Conditions are attached.
2. "Goods" or "Services" means the items or services for which Customer has placed order with Bliss Products and Services.
3. "Supplier" refers to the manufacturer or vendor that provides to Bliss Products and Services the Goods or Services required to fulfill Customer's purchase order and complete Customer's project.

common carrier regarding shipping dates and late deliveries; Bliss does not guarantee shipping dates and is not liable for late deliveries.

2. **DAMAGE TO GOODS IN TRANSIT.** Customer shall note any damage to Goods that occurs in transit on the freight bill presented by the delivering common carrier. Customer must make any claims for damage to Goods in transit directly to the delivering common carrier according to the carrier's policies and procedures. Bliss is not responsible and disclaims any liability for damage to Goods in transit.

B. Payment Terms

1. Customer shall pay all invoices in full within 30 days of the date of Bliss's invoice unless Bliss agrees otherwise in writing. Bliss reserves the right to charge Customer interest in the amount of 1 ½ % per month on the unpaid balance of any invoice.
2. Customer may dispute in good faith the amount of any invoice by providing Bliss with a written notice describing the basis of its objection and the amount Customer is disputing. Bliss must receive this notice no later than close of business (5 p.m. Eastern time) on the 7th calendar day after Bliss or its designee or Supplier delivers and/or, if applicable, installs the Goods or Services to the location Customer specified in its purchase order. In addition, Customer must pay to Bliss all undisputed invoiced amounts in accordance with these payment terms.
3. Customer shall reimburse Bliss for the reasonable costs of any successful action to collect past due invoices or other fees or charges.

3. **PROCESS TO RETURN GOODS.** The only returns of Goods Bliss will accept are either stock items or non-stock items the Supplier will accept on return. Customer may not return any Goods without first obtaining a written authorization from Bliss. Customer must return all Goods in new and unused condition within 30 days of the date of the return authorization. Bliss will not accept the return, and will refuse delivery of any Goods without a written authorization by Bliss. Customer must pay a restocking charge as determined by Bliss, which will not exceed 10 % of the invoiced prices, and Customer shall prepay all freight charges in connection with returning Goods. Bliss will issue a credit for freight charges when it makes incorrect shipments. **CUSTOMER MAY NOT CANCEL OR RETURN SPECIAL ORDERS.**

C. Quotes and Change Orders

Bliss reserves the right to increase a previously quoted price when the Customer requests any change in the Goods or Services described on Customer's purchase order, including changes in the number or types of Goods and a change in delivery date.

D. Delivery/ Loss or Damage to Goods

1. **TITLE, DELIVERY, AND RISK OF LOSS OF GOODS.** Unless otherwise specified delivery points and charges shall be the F.O.B. point specified by Customer, but title to the Goods and risk of loss or damage in transit or thereafter shall pass to Customer when Bliss delivers the Goods to a common carrier for shipment. Customer must deal directly with the

E. Cancellation

Due to the nature of the Goods and Services Bliss sells, Customer may not cancel any order after it is confirmed by Bliss without first requesting a written authorization from Bliss. Bliss will authorize a cancellation only on the following conditions:

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier of the Goods listed on the Customer's purchase order ("Cancellation Costs")
2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

F. DISCLAIMER OF WARRANTY

BLISS OFFERS NO WARRANTIES, EXPRESS OR IMPLIED, OF THE GOODS IT SELLS. CUSTOMER

MUST LOOK SOLELY TO THE SUPPLIER OF THE GOODS FOR WARRANTIES OF THE GOODS CUSTOMER PURCHASES.

G. LIMITATION OF LIABILITY

In no event shall Bliss be liable for

1. lost profits or indirect, consequential, incidental, special or other similar damages arising out of or in connection with the supply, installation, functioning, or use of the Goods, including accidents, regardless of the theory on which the claim is based; or
2. any claim by Customer arising out of or based upon the performance, non-performance, or delay in delivery of or defect in the Goods or Services.

H. Customer's Indemnification of Bliss

Customer shall indemnify and defend Bliss from any claim or loss, including reasonable attorney's fees, arising from or relating to any allegation or claim by any third party based on or arising out of one or any combination of the following: (1) Customer's installation of the Goods and any materials Customer provides in connection with the installation; (2) the use of the Goods by Customer or its invitees or guests; or (3) Customer's maintenance of the Goods.

I. Set-off

Customer has no right of set-off or deduction.

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier

of the Goods listed on the Customer's purchase order ("Cancellation Costs")

2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

J. Credit Approval and Accuracy of Information

All orders are subject to current credit approval. From time to time, Bliss may review Customer's creditworthiness. Customer shall provide Bliss with all credit information Bliss reasonably requests. Customer covenants that all information it provides shall be true and correct, and that Customer shall not omit any information necessary to make such information not misleading. Bliss may refuse to accept an order or refuse shipment if at any time Customer does not meet Bliss's current credit requirements.

K. Pricing, Payment, and Acceptance of Shipment

Bliss may change the price of any order that Customer does not accept for delivery within 90 days of the quotation date. Bliss reserves the right to invoice Customer for and Customer shall pay an amount equal to 90% of the contract price for any Goods Customer does not accept for delivery in a reasonable amount of time after fabrication.

L. Applicable Law

This document and any subsequent contract referred to herein shall be governed by and construed in accordance with the laws of the State of Georgia, including the Georgia Uniform Commercial Code.

Customer has duly authorized the person signing below to enter into this agreement, making it a valid and binding commitment of Customer.

Acknowledged and agreed:

Customer's Name: _____

Address: _____

Street name & number

City, State, Zip code

By: _____

Printed name: _____

Title: _____





Bliss Products and Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote # **55696**

Sales Rep: DeWitt Gibbs
dewitt@blissproducts.com
O: (904) 751-0830
F: (904) 714-6822
C: (904) 219-7760

**First Coast Contract
Maintenance Services. LLC**

Date 4/5/2021

Project Bainbridge CDD
Playground - OPT 2

Bill To

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Services. LLC
352 Perdido Street
Saint Johns, Florida 32259

Ship To

15855 Twin Creek Dr.
Jacksonville, FL
Bainbridge CDD 15855 Twin
Creek Dr.
Jacksonville, Florida 32226

Contact

Tony Shiver
MGRM

Approximate Ship Date

Ship Via
ABF

Terms
Net 30

Vendor					
INS	INSTALL	Demo & Disposal of Existing Play Equipment	1	\$1,250.00	\$1,250.00
INS	INSTALL	Assembly & Installation of New Play Equipment	1	\$5,475.00	\$5,475.00
PPS	10-95259	Little Dreamer	1	\$22,561.00	\$22,561.00
PPS	DISC	Discount	1	\$-4,512.20	\$-4,512.20

		Sub Total	\$24,773.80
		Freight	2,376.48
Taxable Subtotal	\$18,048.80	Tax	1,132.93
		Grand Total	\$28,283.21

Quote valid for 30 days unless otherwise noted.

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Bliss Products and Services, Inc.
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Address: 352 Perdido Street
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Date: 7 April 2021

Quote Number: 55696

Amount: \$28,283.21

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1. lost profits or indirect, consequential, incidental, special or other similar damages arising out of or in connection with the supply, installation, functioning, or use of the Goods, including accidents, regardless of the theory on which the claim is based; or
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This document and any subsequent contract referred to herein shall be governed by and construed in accordance with the laws of the State of Georgia, including the Georgia Uniform Commercial Code.

Customer has duly authorized the person signing below to enter into this agreement, making it a valid and binding commitment of Customer.

Acknowledged and agreed:

Customer's Name: _____

Address: _____

Street name & number

City, State, Zip code

By: _____

Printed name: _____

Title: _____



Tab 10

RESOLUTION 2021-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Bainebridge Community Development District (“**District**”) prior to June 15, 2021, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: _____, 2021

HOUR: _____

LOCATION: _____

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

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

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

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

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

PASSED AND ADOPTED this 15th day of April, 2021.

ATTEST:

**BAINEBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman,
Board of Supervisors

Exhibit A



Rizzetta & Company

Bainebridge Community Development District

bainebridgecdd.org

Proposed Budget for Fiscal Year 2021-2022

Presented by: Rizzetta & Company, Inc.

**2806 N. Fifth Street
Suite 403
St. Augustine, Florida 32084
Phone: 904-436-6270**

rizzetta.com

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Rizzetta & Company

Proposed Budget
Bainbridge Community Development District
General Fund
Fiscal Year 2021/2022

	Chart of Accounts Classification	Actual YTD through 02/28/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 343,785	\$ 347,145	\$ 347,145	\$ -	\$ 347,145	\$ -	
6								
7	TOTAL REVENUES	\$ 343,785	\$ 347,145	\$ 347,145	\$ -	\$ 347,145	\$ -	
8								
9	Balance Forward from Prior	\$ -			\$ -	\$ -	\$ -	
10								
11	TOTAL REVENUES AND BALANCE FORWARD	\$ 343,785	\$ 347,145	\$ 347,145	\$ -	\$ 347,145	\$ -	
12								
13								
14	ADMINISTRATIVE							
15								
16	Legislative							
17	Supervisor Fees	\$ 600	\$ 4,600	\$ 6,000	\$ 1,400	\$ 6,000	\$ -	Based on 6 Meetings
18	Financial & Administrative							
19	Administrative Services	\$ 2,575	\$ 6,180	\$ 6,180	\$ -	\$ 6,180	\$ -	
20	District Management	\$ 9,656	\$ 23,175	\$ 23,175	\$ -	\$ 23,175	\$ -	
21	District Engineer	\$ 3,205	\$ 7,692	\$ 7,500	\$ (192)	\$ 7,500	\$ -	
22	Disclosure Report	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
23	Trustees Fees	\$ 2,371	\$ 3,500	\$ 3,500	\$ -	\$ 3,500	\$ -	
24	Assessment Roll	\$ 5,408	\$ 5,408	\$ 5,408	\$ -	\$ 5,408	\$ -	
25	Financial & Revenue	\$ 2,253	\$ 5,408	\$ 5,408	\$ -	\$ 5,408	\$ -	
26	Accounting Services	\$ 8,626	\$ 20,702	\$ 20,703	\$ 1	\$ 20,703	\$ -	
27	Auditing Services	\$ 4,100	\$ 4,100	\$ 4,100	\$ -	\$ 4,100	\$ -	RFP in Progress
28	Arbitrage Rebate Calculation	\$ 500	\$ 500	\$ 500	\$ -	\$ 500	\$ -	
29	Public Officials Liability Insurance	\$ 4,985	\$ 4,985	\$ 5,611	\$ 626	\$ 4,484	\$ (1,127)	Based on Estimate Provided
30	Legal Advertising	\$ 315	\$ 2,000	\$ 2,000	\$ -	\$ 2,000	\$ -	
31	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
32	Miscellaneous Fees	\$ 100	\$ 250	\$ 750	\$ 500	\$ 750	\$ -	Amortization Schedule
33	Website Hosting, Maintenance, Backup	\$ 3,250	\$ 5,800	\$ 5,700	\$ (100)	\$ 5,800	\$ 100	Based on Current Agreements
34	Legal Counsel							
35	District Counsel	\$ 4,055	\$ 9,732	\$ 25,000	\$ 15,268	\$ 25,000	\$ -	4% Annual Hourly Increase
36								

Proposed Budget
Bainbridge Community Development District
General Fund
Fiscal Year 2021/2022

	Chart of Accounts Classification	Actual YTD through 02/28/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
37	Administrative Subtotal	\$ 57,174	\$ 109,207	\$ 126,710	\$ 17,503	\$ 125,683	\$ (1,027)	
38								
39	OPERATIONS							
40								
41	Electric Utility Services							
42	Utility Services	\$ 7,221	\$ 17,330	\$ 21,500	\$ 4,170	\$ 21,500	\$ -	To Include Entry Lighting Again.
43	Garbage/Solid Waste Control							
44	Garbage - Recreation Facility	\$ 705	\$ 1,692	\$ 2,000	\$ 308	\$ 2,000	\$ -	
45	Water-Sewer Combination							
46	Utility Services	\$ 1,610	\$ 3,864	\$ 4,500	\$ 636	\$ 4,500	\$ -	
47	Stormwater Control							
48	Aquatic & Fountain Maintenance	\$ 3,725	\$ 8,940	\$ 9,100	\$ 160	\$ 9,100	\$ -	Includes Fountain PM, Additional Pond to be Conveyed and Colored Lenses.
49	Miscellaneous Expense		\$ 1,500	\$ 1,500	\$ -	\$ 1,500	\$ -	Carp Barriers on New Ponds?
50	Other Physical Environment							
51	General Liability & Property Insurance	\$ 11,578	\$ 11,578	\$ 11,601	\$ 23	\$ 12,736	\$ 1,135	Based on Estimate Provided
52	Entry & Walls Maintenance	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ -	Pressure Washing? Marquee and Message Board Lighting Repairs.
53	Landscape & Irrigation Maintenance Contract	\$ 14,165	\$ 33,996	\$ 34,473	\$ 477	\$ 35,016	\$ 543	FY 21/22 Proposed to Include a 3% Increase . Includes Playground Mulch Per Existing Agreement
54	Irrigation Repairs		\$ 2,750	\$ 4,000	\$ 1,250	\$ 4,000	\$ -	
55	Landscape Replacement Plants, Shrubs, Trees		\$ 8,000	\$ 8,000	\$ -	\$ 8,000	\$ -	Pool & Entry Area?
56	Field Services	\$ 1,200	\$ 2,400	\$ 2,400	\$ -	\$ 2,400	\$ -	Based on Current Agreement - Quarterly
57	Miscellaneous Expense	\$ 977	\$ 977	\$ 1,271	\$ 294	\$ 1,271	\$ -	Backflow Tests and Repair
58	Road & Street Facilities							
59	Amenity Parking Lot/Sidewalk Repair & Maintenance		\$ 2,096	\$ 2,500	\$ 404	\$ 2,500	\$ -	FY 20/21 Included Parking Lot LED Lights (5 Poles)

Proposed Budget
Bainbridge Community Development District
General Fund
Fiscal Year 2021/2022

	Chart of Accounts Classification	Actual YTD through 02/28/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
60	Miscellaneous Expense	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	
61	Parks & Recreation							
62	Amenity Management Staffing Contract	\$ 12,746	\$ 30,591	\$ 33,000	\$ 2,409	\$ 33,000	\$ -	
63	Cable, Phone & Internet	\$ 1,821	\$ 4,370	\$ 4,000	\$ (370)	\$ 4,400	\$ 400	
64	Amenity Maintenance Contract & Repairs	\$ 2,554	\$ 6,130	\$ 13,400	\$ 7,270	\$ 13,400	\$ -	FY 20/21 Included Preventative Maintenance Agreement on Fitness Equipment, Pump Repairs, Electrical Repairs, Fitness Equipment Repairs . FY 21/22 Includes Approx. \$10,000 in Repairs and Maintenance .
65	Amenity Facility Janitorial Service Contract & Supplies	\$ 3,004	\$ 7,210	\$ 6,600	\$ (610)	\$ 7,300	\$ 700	Increase in Supply Amount Due to COVID. Approx. \$2000 in Supplies.
66	Pool Maintenance Service Contract & Chemicals	\$ 5,774	\$ 13,858	\$ 15,000	\$ 1,142	\$ 15,000	\$ -	Includes Approximately \$5300 in Chemicals
67	Pool Permits and Inspections		\$ 325	\$ 500	\$ 175	\$ 325	\$ (175)	
68	Athletic Court(s)/Field/Playground Maint. & Repairs			\$ 5,000	\$ 5,000	\$ 5,000	\$ -	To Include Playground Maintenance FY 20/21
69	Pest Control & Termite Bond	\$ 882	\$ 882	\$ 850	\$ (32)	\$ 850	\$ -	
70	Facility A/C Preventative Maintenance & Repair	\$ -	\$ 740	\$ 740	\$ -	\$ 740	\$ -	
71	Access Control Maintenance & Repair		\$ 1,433	\$ 2,000	\$ 567	\$ 2,000	\$ -	Includes Extended Warranty
72	Miscellaneous Expense	\$ 165	\$ 396	\$ 1,000	\$ 604	\$ 924	\$ (76)	Includes Propane Refill, Fire Extinguisher Maint.
73	Special Events							
74	Special Events	\$ 545	\$ 1,308	\$ 5,000	\$ 3,692	\$ 2,500	\$ (2,500)	Reduced Due to COVID Restrictions FY 20/21. Could Also Include Holiday Decorations.
75	Contingency							

Proposed Budget
Bainbridge Community Development District
General Fund
Fiscal Year 2021/2022

	Chart of Accounts Classification	Actual YTD through 02/28/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
76	Miscellaneous Contingency	\$ 1,137	\$ 23,999	\$ 15,000	\$ (8,999)	\$ 15,000	\$ -	FY 20/21 To Included Extry Sign Expansion (Entry Items to be paid out of FDOT Investment Account Once All Work is Complete?), Pool Furniture, Paver Work in Pool Area and Delta Jets. FY 2021/22 to Possibly Include Exterior Painting of Amenity Center.
77	Capital Outlay		\$ 23,075	\$ 12,000	\$ (11,075)	\$ 13,000	\$ 1,000	FY 20/21 Includes the Balance of the Windows in Fitness Room and Weir Repair. FY 21/22 to Possibly Include Upgrading Pool Motors to Varaible Speed.
78								
79	Field Operations Subtotal	\$ 69,809	\$ 211,940	\$ 220,435	\$ 8,495	\$ 221,462	\$ 1,027	
80								
81								
82	TOTAL EXPENDITURES	\$ 126,983	\$ 321,147	\$ 347,145	\$ 25,998	\$ 347,145	\$ -	
83								
84	EXCESS OF REVENUES	\$ 216,802	\$ 25,998	\$ -	\$ 25,998	\$ -	\$ -	
85								

Proposed Budget
Bainebridge Community Development District
Reserve Fund
Fiscal Year 2021-2022

	Chart of Accounts Classification	Actual YTD through 02/28/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	\$ -	
6								
7	TOTAL REVENUES	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	\$ -	
8								
9	Balance Forward from Prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10								
11	TOTAL REVENUES AND	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	\$ -	
12								
13								
14	EXPENDITURES							
15								
16	Contingency							
17	Capital Reserves	\$ -	\$ -	\$ 20,000		\$ 20,000	\$ -	
18								
19	TOTAL EXPENDITURES	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	
20								
21	EXCESS OF REVENUES	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	
22								

**Bainebridge Community Development District
Debt Service
Fiscal Year 2021/2022**

Chart of Accounts Classification	Series 2007A	Budget for 2021/2022
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$161,219.27	\$161,219.27
TOTAL REVENUES	\$161,219.27	\$161,219.27
EXPENDITURES		
Administrative		
Financial & Administrative		
Debt Service Obligation	\$161,219.27	\$161,219.27
Administrative Subtotal	\$161,219.27	\$161,219.27
TOTAL EXPENDITURES	\$161,219.27	\$161,219.27
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Duval County Collection Costs (3.5%) and Early Payment Discounts (4%):

7.5%

Gross assessments

\$174,291.10

Notes:

1. Tax Roll Collection Costs for Duval County are 7.5% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less prepaid assessments.

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021/2022 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2021/2022 O&M Budget	\$367,145.00
Duval County 3.5% Collection Cost:	\$13,891.97
Early Payment Discount @ 4%:	\$15,876.54
2021/2022 Total:	<u>\$396,913.51</u>

2020/2021 O&M Budget	\$367,145.00
2021/2022 O&M Budget	\$367,145.00

Total Difference:	<u>\$0.00</u>
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	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2020/2021	2021/2022	\$	%
Debt Service - Single Family	\$1,168.62	\$1,168.62	\$0.00	0.00%
Operations/Maintenance - Single Family	\$793.83	\$793.83	\$0.00	0.00%
Total	\$1,962.45	\$1,962.45	\$0.00	0.00%
Debt Service - Single Family (Partially Prepaid)	\$431.69	\$431.69	\$0.00	0.00%
Operations/Maintenance - Single Family	\$793.83	\$793.83	\$0.00	0.00%
Total	\$1,225.52	\$1,225.52	\$0.00	0.00%
Debt Service - Single Family (Partially Prepaid)	\$566.11	\$566.11	\$0.00	0.00%
Operations/Maintenance - Single Family	\$793.83	\$793.83	\$0.00	0.00%
Total	\$1,359.94	\$1,359.94	\$0.00	0.00%
Debt Service - Single Family (Partially Prepaid)	\$578.43	\$578.43	\$0.00	0.00%
Operations/Maintenance - Single Family	\$793.83	\$793.83	\$0.00	0.00%
Total	\$1,372.26	\$1,372.26	\$0.00	0.00%

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021/2022 O&M and DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$367,145.00
COLLECTION COSTS @	3.5%	\$13,891.97
EARLY PAYMENT DISCOUNT @	4.0%	\$15,876.54
TOTAL O&M ASSESSMENT		<u>\$396,913.51</u>

LOT SIZE	UNITS ASSESSED		ALLOCATION OF O&M ASSESSMENT		
	SERIES 2007A		TOTAL	% TOTAL	TOTAL
	O&M	DEBT SERVICE ^{(1) (2) (3)}	EAU's	EAU's	O&M BUDGET
Platted Parcels					
Single Family	277	46	277.00	55.40%	\$219,890.09
Single Family (Partially Prepaid) ⁽⁵⁾	52	52	52.00	10.40%	\$41,279.01
Single Family (Partially Prepaid) ⁽⁵⁾	20	20	20.00	4.00%	\$15,876.54
Single Family (Partially Prepaid) ⁽⁵⁾	151	150	151.00	30.20%	\$119,867.88
Total Community	<u>500</u>	<u>268</u>	<u>500.00</u>	<u>100.00%</u>	<u>\$396,913.51</u>

PER LOT ANNUAL ASSESSMENT		
SERIES 2007A		
O&M	DEBT SERVICE ⁽⁴⁾	TOTAL ⁽⁵⁾
0	0	
\$793.83	\$1,168.62	\$1,962.45
\$793.83	\$431.69	\$1,225.52
\$793.83	\$566.11	\$1,359.94
\$793.83	\$578.43	\$1,372.26

LESS: Duval County Collection Costs (3.5%) and Early Payment Discounts (4%): **(\$29,768.51)**

Net Revenue to be Collected **\$367,145.00**

(1) Reflects 4 (four) prepayments.

(2) Reflects the number of total lots with Series 2007A debt outstanding.

(3) 223 Single Family lots reflect partial payoff of 2007A Debt Service.

(4) Annual debt service assessment per lot adopted in connection with the Series 2007A bond issue. Annual assessment includes principal, interest, Duval County collection costs and early payment discounts.

(5) Annual assessment that will appear on November 2021 Duval County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).

GENERAL FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

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

REVENUES:

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

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

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

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

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

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

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

EXPENDITURES – ADMINISTRATIVE:

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

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

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

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

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

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

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

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

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

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

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

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

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

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

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

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

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

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

EXPENDITURES - FIELD OPERATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESERVE FUND BUDGET

ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

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

EXPENDITURES:

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

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

DEBT SERVICE FUND BUDGET

ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

EXPENDITURES – ADMINISTRATIVE:

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

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

**AUDIENCE COMMENTS
AND SUPERVISOR
REQUESTS**

ADJOURNMENT