



Rizzetta & Company

Bainebridge Community Development District

**Board of Supervisors'
Meeting
September 16, 2021**

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

www.bainebridgecdd.org

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT
District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.bainebridgecdd.org

Board of Supervisors

William Huff	Chairman
Samuel Helms III	Vice Chairman
Charles Straw	Assistant Secretary
Alton Mabb	Assistant Secretary
Vacant Seat	

District Manager

Lesley Gallagher	Rizzetta & Company, Inc.
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District Counsel

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

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Board of Supervisors
Bainebridge Community
Development District

September 9, 2021

AGENDA

Dear Board Members:

The regular meeting of the Bainebridge Community Development District will be held on **Thursday, September 16, 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 July 15, 2021.....Tab 1
 - B. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held July 15, 2021.....Tab 2
 - C. Ratification of the Operation and Maintenance Expenditures for June 2021 and July 2021.....Tab 3
5. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Amenity Manager
 - 1.) Amenity Manager Report, First Coast CMS, September 9, 2021.....Tab 4
 - D. Landscape Manager
 - 1.) BrightView Landscape Report, September 16, 2021.....Tab 5
 - E. District Manager
 - 1.) Charles Aquatics Fountain Report, August 10, 2021 & Pond Report September 1, 2021.....Tab 6
6. **BUSINESS ITEMS**
 - A. Consideration of Statement of Interest to Vacant Board Seat(s)
 - B. Oath of Office.....Tab 7
 - C. Consideration of Resolution 2021-06, ReDesignating Assistant Secretaries.....Tab 8
 - D. Consideration of Renewal Proposal for BrightView Landscaping.....Tab 9
 - E. *Consideration of Proposals for Landscape Enhancement at Pool Area (Under Separate Cover)*
 - F. Consideration of Proposal for Playground Equipment Replacement or Repairs.....Tab 10

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- G. Consideration of Renewal Proposal with Charles Aquatics.....Tab 11
- H. Consideration of Fiscal Year 2021-2022 District Insurance Policy
Renewal.....Tab 12
- I. Consideration of Resolution 2021-07, Designating Date, Time and Location
of Regular Fiscal Year 2021-2022 Meetings.....Tab 13
- J. Discussion Regarding Amenity Rentals.....Tab 14
- 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.

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.

**BAINEDRIDGE
COMMUNITY DEVELOPMENT DISTRICT**

The **Audit Committee Meeting** of the Bainebridge Community Development District was held **Thursday, July 15, 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

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Sarah Warren	District Counsel, Hopping Green & Sams (via speakerphone)
Dan Walker	Representative, First Coast CMS

Audience members present.

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

**Review, Discuss and Evaluate the
Proposals in Response to the
Requests for District Auditing
Services**

The Audit Committee reviewed two (2) audit proposals and ranked Berger, Toombs, Elam, Gaines & Frank the highest (Exhibit A).

On a motion by Mr. Huff, seconded by Mr. Straw, with all in favor, the Audit Committee selected Berger, Toombs, Elam, Gaines & Frank for audit services for Bainebridge Community Development District.

THIRD ORDER OF BUSINESS

Adjournment

The Audit Committee meeting was adjourned and the Regular Board of Supervisors' meeting was opened.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

Exhibit A
Ranking Sheet Available
Upon Request

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, July 15, 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

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Sarah Warren	District Counsel, Hopping Green & Sams (via speakerphone)
Dan Walker	Representative, First Coast CMS

Audience members present.

FIRST ORDER OF BUSINESS**Call to Order**

Mr. Huff called the meeting to order at 6:14 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**

No audience member questions.

FOURTH ORDER OF BUSINESS**Consideration of the Minutes of the Board of Supervisors' Regular Meeting held April 15, 2021**

On a motion by Mr. Straw, seconded by Mr. Helms, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held April 15, 2021 for Bainebridge Community Development District.

FIFTH ORDER OF BUSINESS**Consideration of the Operation and Maintenance Expenditures for February 2021**

On a motion by Mr. Mabb, seconded by Mr. Straw, with all in favor, the Board ratified the Operation and Maintenance Expenditures for March 2021 in the amount of \$16,496.25, April 2021 in the amount of \$34,772.39 and May 2021 in the amount \$22,846.19 for Bainebridge Community Development District.

SIXTH ORDER OF BUSINESS**Acceptance of Arbitrage Report, Series 2007, Period Ending April 30, 2021**

On a motion by Mr. Straw, seconded by Mr. Helms, with all in favor, the Board accepted the Arbitrage Report, Series 2007, Period Ending April 30, 2021, which has no liability at this time, for Bainebridge Community Development District.

SEVENTH ORDER OF BUSINESS**Acceptance of Jim Beck Resignation**

On a motion by Mr. Helms, seconded by Mr. Straw, with all in favor, the Board accepted the Resignation of Jim Beck for Bainebridge Community Development District.

The Board requested that interested candidates forward their statements of interest by September 1, 2021 to be considered at the September 16, 2021 meeting.

EIGHTH ORDER OF BUSINESS**Consideration of Audit Committee Recommendation**

On a motion by Mr. Helms, seconded by Mr. Straw, with all in favor, the Board accepted the Audit Committee Recommendation of Berger, Toombs, Elam, Gaines & Frank for Bainebridge Community Development District.

NINTH ORDER OF BUSINESS**Staff Reports**

- A. District Counsel
No report.
- B. District Engineer
Not present.
- C. Amenity Report
1.) First Coast CMS Field Report, July 2021
Mr. Walker reviewed the Amenity Report found behind Tab 5 of the agenda.

On a motion by Mr. Helms, seconded by Mr. Straw, with all in favor, the Board approved special events to resume for Bainebridge Community Development District.

- D. Landscape Report
1.) BrightView Landscape Report, July 8, 2021
BrightView was not requested to attend.
- E. District Manager
1.) Presentation of Registered Voter Count
2.) Charles Aquatics Service Report, July 6, 2021
Ms. Gallagher reviewed that the number of registered voters within the District was nine hundred and sixty-five (965) as of May 17, 2021 per correspondence received from the Duval County Supervisor of Elections.
- She also updated the Board that Charles Aquatics has notified the District that they do not have access to pond twelve (12) due to the fences blocking access areas. She also updated them that she is working with District Counsel and the HOA to gain access.

TENTH ORDER OF BUSINESS**Public Hearing on Fiscal Year 2021-2022 Final Budget**

On a motion by Mr. Staw, seconded by Mr. Helms, with all in favor, the Board opened Public Hearing on Fiscal Year 2021-2022 Final Budget for Bainebridge Community Development District.

Ms. Gallagher reviewed the updated Proposed Budget for the Board and audience.

- 1.) Consideration of Resolution 2021-04, Adopting Fiscal Year 2021-2022 Final Budget

On a motion by Mr. Helms, seconded by Mr. Straw, with all in favor, the Board adopted Resolution 2021-04, Approving Fiscal Year 2021-2022 Final Budget, as presented, for Bainebridge Community Development District.

On a motion by Mr. Mabb, seconded by Mr. Straw, with all in favor, the Board closed Public Hearing on Fiscal Year 2021-2022 Final Budget for Bainebridge Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2021-05, Imposing Special Assessments

On a motion by Mr. Mabb, seconded by Mr. Straw, with all in favor, the Board adopted Resolution 2021-05, Imposing Special Assessments and Certifying the Assessment Roll for Bainebridge Community Development District.

TWELFTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

Audience members had questions regarding the status of the playground proposals.

Audience members had comments about mud daubers, speeding on City roads and transport trucks parking on City roads.

It was noted that light poles were in need of painting and JEA would be contacted to request this.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Straw, seconded by Mr. Helms, with all in favor, the Board adjourned the meeting at 7:08 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 · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.BAINEBRIDGECDD.ORG

Operation and Maintenance Expenditures

June 2021

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2021 through June 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$21,566.95**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 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.	3541	W43804	Electrical Repairs 05/21	\$ 199.00
BrightView Landscape Services, Inc.	3547	7373436	Landscape Maintenance 06/21 Replace Bulb on Pond 1 Fountain	\$ 2,833.00
Charles Aquatics, Inc.	3537	41654	05/21 Monthly Aquatic Management - 20	\$ 30.00
Charles Aquatics, Inc.	3548	41689	Ponds 06/21	\$ 665.00
Clarissa Valentine	3553	60521	Rental Deposit Refund - Clarissa Valentine	\$ 50.00
Comcast	2021063021-3	Comcast Credit 06/21	Amenity Cable/Phone/Internet 06/21	\$ (7.09)
Financial News & Daily Record	3555	21-04003D	Legal Advertising 06/21	\$ 137.00
Financial News & Daily Record	3555	21-04111D	Legal Advertising 06/21	\$ 245.52
First Coast Contract Maintenance Service LLC	3550	5810	Monthly Pool, Janitorial & Maintenance 06/21	\$ 4,033.94
First Coast Contract Maintenance Service LLC	3550	5834	Reimbursable Expenses 06/21	\$ 2,768.60
First Coast Contract Maintenance Service LLC	3550	5859	Misc Labor 06/21	\$ 250.00
Florida Department of Health-Duval	3538	16-BID-5298003	Pool Permit #16-60-01329 Renewal FY 2021/2022	\$ 325.00

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Department of Revenue	3542	65-8016515152-1 Sales and Use Tax 05/21	Sales And Use Tax - 05/21	\$ 30.72
Hopping Green & Sams Attys. JEA	3551 2021063021-2	122778 4849510511 5/21	General Legal Services 04/21 15855 Twin Creek Dr/15700 Bainbridge Dr 05/21	\$ 2,558.05 \$ 1,376.04
Kimberly Cobb	3549	60421	Rental Deposit Refund - Kimberly Cobb	\$ 150.00
Kristin Struss	3552	60621	Rental Deposit Refund - Kristin Strauss	\$ 50.00
LLS Tax Solutions, Inc	3543	2309	Arbitrage Rabate Calculation Series 2007 PE 04/30/21	\$ 500.00
NewAgeTutors LLC DBA VGlobalTech	3554	2725	Website ADA Compliance 06/21	\$ 250.00
NewAgeTutors LLC DBA VGlobalTech	3554	2736	Audits Quarterly ADA & WCAG 06/21	\$ 400.00
Rizzetta & Company, Inc.	3539	INV0000058883	District Management Services 06/21	\$ 4,622.17
Rizzetta Technology Services, LLC	3540	INV000007532	Website Hosting Services 06/21	\$ 100.00
Report Total				<u>\$ 21,566.95</u>

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.BAINEBRIDGECDD.ORG

Operation and Maintenance Expenditures

July 2021

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2021 through July 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$16,186.30**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

July 1, 2021 Through July 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	3561	7437648	Landscape Maintenance 07/21	\$ 2,833.00
Charles Aquatics, Inc.	3562	41938	Monthly Aquatic Management - 20	\$ 665.00
First Coast Contract Maintenance	3563	5902	Ponds 07/21	\$ 4,033.94
Service LLC	3563	5913	Monthly Pool, Janitorial &	\$ 1,227.81
First Coast Contract Maintenance	3564	65-8016515152-1 Sales	Maintenance 07/21	\$ 14.38
Service LLC	3556	1	Reimbursable Expenses 06/21	\$ 2,390.00
Florida Department of Revenue	3559	2862	Sales And Use Tax - 06/21	\$ 250.00
Kamal Nisal dba Cornerstone	3560	INV0000059335	Pool Paver Install 06/21	\$ 4,622.17
Solution Home and Business	3558	INV000007696	Website ADA Compliance 07/21	\$ 100.00
NewAgeTutors LLC DBA	3557	61221	Rental Deposit Refund - Yolander	\$ 50.00
VGlobalTech			Myles 06/21	
Rizzetta & Company, Inc.				
Rizzetta Technology Services, LLC				
Yolander Myles				
Report Total				<u>\$ 16,186.30</u>

STAFF REPORTS

District Counsel

District Engineer

Amenity Report

Tab 4



Bainebridge Community Development District

Field Report Sept 2021

First Coast CMS LLC

09/06/2021

Swimming Pool

At this time, we have two issues to report.

We are currently trying to locate pump seals for one recirculation pump. The pump is made by Pentair and the parts are backordered.

One of the waterfall motors has stopped working. First Estimate came back at over \$5k. This is a backup motor so we are looking for additional bids.

The fountains were installed by Oak Wells Aquatics

Common Area and Events

Food Trucks have resumed visiting the community.

The pavers were installed by shallow ends of the pool and have helped greatly in keeping the pool clean

We have received two bids for playground replacement and one bid for playground repair.

Landscape Report

Tab 5



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

MEMORANDUM

DATE: September 16, 2021
TO: Bainebridge
ATTN: Board of Directors
FROM: Chris Ernst
RE: Landscape Report

Grounds Maintenance

Weekly grounds maintenance

Weekly bed weed control.

Apply herbicide to pavers and sidewalk cracks.

The guys are keeping the bushes trimmed at both the amenity center and the entrance.

Due to the amount of rain we have had we will be behind on some maintenance items including mowing and weed control.

Irrigation

Monthly inspection repairs approved and repaired.

Agronomics

The turf will be treated in September. It will be an insecticide, fungicide, and fertilizer. They will also be doing a blanket coverage for weed control.

Enhancements

Flowers will be replaced in October

Arbor Care

No new news to report.

District Manager

Tab 6



6869 Philips Parkway Drive South, Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: August 10, 2021

Fountain Tech: Tom Hair

Client: Bainebridge CDD

Contact: Lesley Gallagher

Pond 1 Fountain: Quarterly maintenance service has been performed on the fountain in Pond 1. I cleaned the float, intake screen, nozzle and the lights. Fountain lights were checked for blown bulbs. The timers, voltage, amperage, and mooring lines were checked on the fountain. All electrical readings were good. The fountain is running as it should be.



Please contact our office with any further questions or comments.



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: Sept. 1, 2021

Aquatic Tech: Jim Charles
Bill Fuller

Client: Bainebridge CDD

Contact: Lesley Gallagher

Waterways: Twenty ponds.

August report...weather delay

Comments: 89° F

Pond 1: Pond was in good condition. Minor grasses. Fountain was off at time of visit.



Pond 2: Pond was in good condition. Minor hydrocotyle.



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



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



Pond 5: Pond was in overall good condition. Minor vegetation.



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



Pond 7: Pond was in good condition. No invasive species noted.



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. Had a good kill on the algae and naiad.



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



Pond 12: We now have no access to this pond due to new fence being installed.



Pond 14: Pond was in fair condition. Treated for water grass.



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



Pond 16: Pond was in overall good condition. Had a good kill on the algae.



Pond 17: Pond was in overall good condition. Treated for emerging naiad.



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



Pond 19: Pond was in overall good condition. Had a good kill on the naiad.



Pond 20: Pond was in overall good condition. Minor perimeter vegetation.



BUSINESS ITEMS

Consideration of Statement of Interest to Vacant Board Seat(s)

Tab 7

**BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISOR
OATH OF OFFICE**

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

SIGNATURE

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Bainebridge Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

Tab 8

RESOLUTION 2021-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT
REDESIGNATING AN ASSISTANT SECRETARY OF THE DISTRICT,
AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the Board of Supervisors (hereinafter the "Board") previously designated _____, _____, _____ all as Assistant Secretaries pursuant to Resolution 2021-01; and

WHEREAS, the Board now desires to re-designate the Assistant Secretary.

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

Section 1.

_____ is hereby appointed as Assistant Secretary.

Section 2.

_____ is hereby appointed as Assistant Secretary.

Section 3.

This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 16th DAY OF SEPTEMBER, 2021.

**THE BAINEBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

Tab 9

LANDSCAPE SERVICES AGREEMENT

Date: September 8, 2021

BrightView: BrightView Landscape Services, Inc.

Client: Bainebridge CDD

Contract Start Date: October 1, 2021

Contract End Date: September 30, 2024

Service Fee*: \$36,024.00

*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.

- 2. **Term.** The "Initial Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the Contract Start Date of the Initial Term (each, an

"Anniversary Date"), unless either party gives written notice to the other party of its intent not to renew at least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term."

- 3. **Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").
- 4. **Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.
- 5. **Cooperation.**
 - (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.

- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Recurring Service Fee set forth in the below Table A plus any Per Occurrence Service Fee set forth in the below Table B plus any One Time Service set forth in the below Table C (the "Service Fee"), subject to adjustments as described below.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement

continued uninterrupted until the end of its then current term.

- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 3% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.
- (f) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 30 day's prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if the Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Clients' responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client.
- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy

is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Florida will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.
- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; 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 BrightView 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. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

- (j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, or other delays or failure of

performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

Notices. Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: Rodney Hicks
Address: 11530 Davis creek Court Jacksonville Florida 32256

With a copy to:

Attn: Office of the General Counsel
980 Jolly Road, Suite 300
Blue Bell, PA 19422

If to Client:

Attn: Lesley Gallagher
Address: 2806 North Fifth Street
Unit 403 St Augustine Florida 32084

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the preamble)

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or
 - Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.
- Thank you for your confidence in partnering with BrightView.

COMPETITIVE PRICING THAT FITS YOUR BUDGET

We are committed to fulfilling the specific landscape needs of Bainebridge **Community Development District Renewal 2022** while providing the service you expect at a price point that fits your budget.

Landscape Management

Base Management Monthly Price	\$ 1,762.00
Base Management Yearly Fee	\$ 21,144.00

Management pricing includes:

- 43 Grounds Maintenance Visits
- Mowing, Weeding, Edging
- Blowing Debris
- Bed Weed Control
- Shrubs and Groundcover Pruning

Fertilizer/Pest Control/Weed Control Monthly Price	\$ 176.00
Fertilizer/Pest Control/Weed Control Yearly Fee	\$ 2,112.00

Agronomics Management pricing includes:

- 5x/year Turf Fertilization
- Turf Insect Control
- Turf Weed Control
- 2x/year Shrub and Groundcover Fertilization
- Shrub and Groundcover Insect Control

Irrigation Inspection Service Monthly Price	\$ 148.00
Irrigation Inspection Service Yearly Fee	\$ 1,776.00

Irrigation Inspection pricing includes:

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

Annual Installation Monthly Price	\$ 460.00
Annual Installation Yearly Fee	\$ 2,736.00

Annual Installation 4x pricing:

Palm Tree Pruning Monthly Price	\$ 228.00
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Palm Tree Pruning Yearly Fee	\$ 1,608.00	Palm
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Pruning pricing includes:

- Palms pruned 1x/ year
- Cleanup and debris removal is included in the price

Mulch Application Monthly Price	\$ 554.00	Mulch pricing
Mulch Application Yearly Fee	\$ 6,648.00	

includes:

- Prep and cleanup is included in the price
- 1x/year full application of Mulch to the property
- 65 cubic yards Mulch per application 20 yards of Engineered Playground mulch
- Prep and cleanup is included in the price

Total Contract Value:

\$36,024.00 per year

*Consideration of Proposals for
Landscape Enhancement at Pool
Area (Under Separate Cover)*

Tab 10



Advanced Recreational Concepts, LLC

3125 Skyway Circle
Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

Proposal

Organization Bainbridge Companies:Bainbridge CDD
C/O Rizzetta and Company
2806 North 5th Street, Suite 403
Saint Augustine, FL 32084

Prepared For Tony Shiver
Ship To Bainbridge CDD Playground
1855 Twin Creeks Drive
Jacksonville, FL 32218

Date 9/7/2021
Quotation # 23495
Prepared By Gary Gleim
Payment Terms 50% w/ order/50% @ Completion
Prices Valid Until 10/6/2021
Project Name Playground
Customer Phone 9045379034
County Duval

Product ID	Description	Qty	U/M	Price	Total
	PROPOSAL FOR SUPPLY AND DELIVERY ONLY				
PR-R35	R35 Custom Play System - R35E8CCCA	1		18,278.00	18,278.00T
SURCHARGE	Commodities Surcharge - Material Surcharge is for current escalations in pricing for raw materials, goods, and services being experienced in the marketplace.	1		2,367.00	2,367.00T
Freight	Freight	1		3,995.00	3,995.00

100% Financing Available – Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal \$24,640.00
Sales Tax (0.0%) \$0.00
Total \$24,640.00

Signature _____ Print Name/Title _____ Date _____ P.O. # _____

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.

Precision Playgrounds - Holdings, Inc.

960 New Berlin Rd
Jacksonville, FL 32218 US
stacey@precisionplaygrounds.com



Estimate

ADDRESS
Bainbridge CD
C/O Rizzetta and Company
2806 North 5th Street
Suite 403
St. Augustine, FL 32084

ESTIMATE 1813
DATE 09/07/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Playground	Billing Address-Bainbridge CD C/O Rizzetta and Company-St. Augustine, FL	0	0.00	0.00
		Installation Address- Bainbridge CD- 15855 Twin Creeks Drive, Jacksonville, FL 32084			
	Playground	Fence Access	0	500.00	500.00
	Playground	Removal and Disposal of (1) Existing Main Structure from Existing EWF	0	3,000.00	3,000.00
		*Please note the 2 Bay Swing Set and Climber are to remain			
	Playground	Installation of (1) Playcraft Structure Model #R35E8CCCA into existing EWF	0	6,569.50	6,569.50
		*This includes push back and re-installation of existing EWF			
	Playground	*This Estimate does not include limited access charges. If less than an 8' clearance for machinery back charges may incur. *This estimate does not include Prevailing Wage or Bacon Davis rates. If required resubmit for pricing.	0	0.00	0.00

Valid for 60 days. Estimate based on info provided by customer. Estimate based on flat, level, accessible area unless otherwise noted. Est. provides costs assoc. with completing scope of work without any interruptions/complications not anticipated.

TOTAL \$10,069.50

If conditions not met, added fees for downtime, site prep, grading, machine rental, disposal fees, etc. If obstructions below surface i.e., rock, concrete, roots, etc. a change order will be submitted. Unless stated, does not include fence removal/equip removal. If such fees are added, cust. will give signature for approval or provide a rev'd PO prior to work performed. If written approval or revised PO cannot be obtained promptly, crew will leave site and return trip fees will apply once approval rec'd.

This estimate will change based on add'l info obtained before or during a job such

as footer size changes, site not being ready, etc.

This estimate is our best assumption using the information provided by our customer.

Accepted By

Accepted Date

PLAYCRAFT SYSTEMS WARRANTY

Krauss Craft, Inc., the manufacturer of Playcraft Systems, warrants its products to be free from defects in materials or workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice.

Krauss Craft, Inc. further warrants as follows:

LIFETIME LIMITED WARRANTY

on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

TWENTY-FIVE (25) YEAR LIMITED WARRANTY

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

FIFTEEN (15) YEAR LIMITED WARRANTY

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

TEN (10) YEAR LIMITED WARRANTY

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

TEN (10) YEAR LIMITED WARRANTY

on all Play-Cord™ components against breakage.

FIVE (5) YEAR LIMITED WARRANTY

on all Play-Cord™ components against failure due to defects in materials or workmanship.

THREE (3) YEAR LIMITED WARRANTY

on all springs, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

ONE (1) YEAR LIMITED WARRANTY

on any other product or part not specifically covered above against failure due to defects in materials or workmanship.

All warranties above commence on the date of the original invoice from Krauss Craft, Inc. For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Krauss Craft, Inc. warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials or workmanship.

The warranty stated above is valid only if: (1) the products and structures are assembled and installed in conformity with the layout plan and installation instructions furnished by Krauss Craft, Inc.; (2) the products have been maintained and inspected in accordance with Krauss Craft's maintenance information and other normal and prudent practices; (3) the products have been subjected to normal use for the purpose for which the products were designed and intended; (4) the products have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) the products have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) the products have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment.

This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids or corrosive chemicals, other than normal photochemical smog); (3) damage caused by "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. If any products covered by this warranty fail within the time period applicable to a defective product, Krauss Craft, Inc. shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 30 days of receipt of the written notification.

Repair or replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Krauss Craft shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Krauss Craft, Inc. shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Krauss Craft, Inc. shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. KRAUSS CRAFT, INC. IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. KRAUSS CRAFT, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD.

To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Krauss Craft, Inc., 123 North Valley Drive, Grants Pass, Oregon 97526.

Due to our on-going commitment to product development and Improvement, Krauss Craft, Inc. reserves the right to change, modify or discontinue certain products without notice. (Rev. M)

BAINBRIDGE CDD PLAYGROUND

TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
5	5/3	0	2/2	2/2

R35

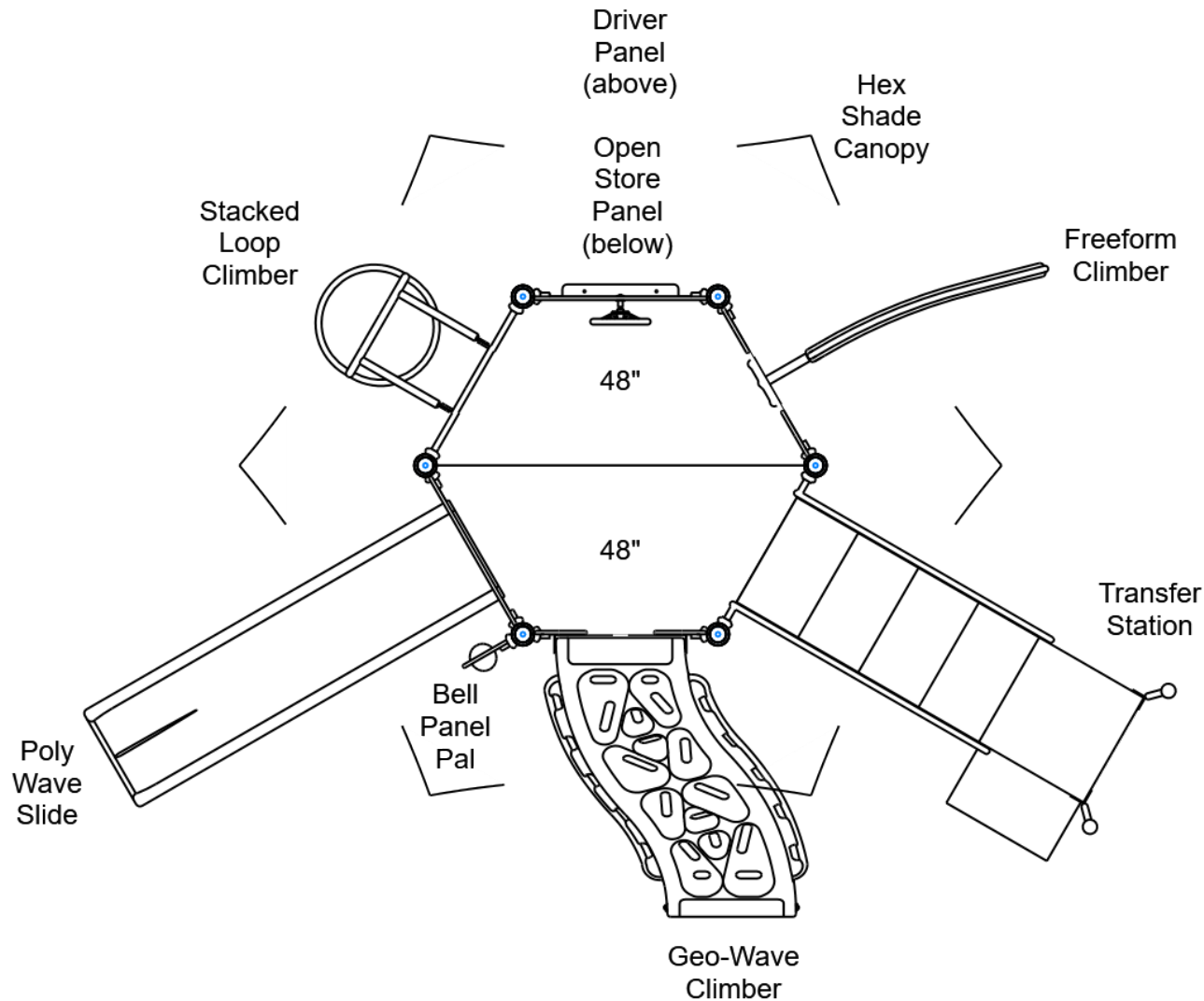
FOR KIDS

AGES
5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: R35E8CCCA

PROJECT#: ARC21E1E3CA

DATE: 9/3/2021

MIN. USE ZONE: 32' x 25'

PLAYCRAFT REP:

Advanced Recreational Concept:

BAINBRIDGE CDD PLAYGROUND

SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
5	5/3	0	2/2	2/2

R35

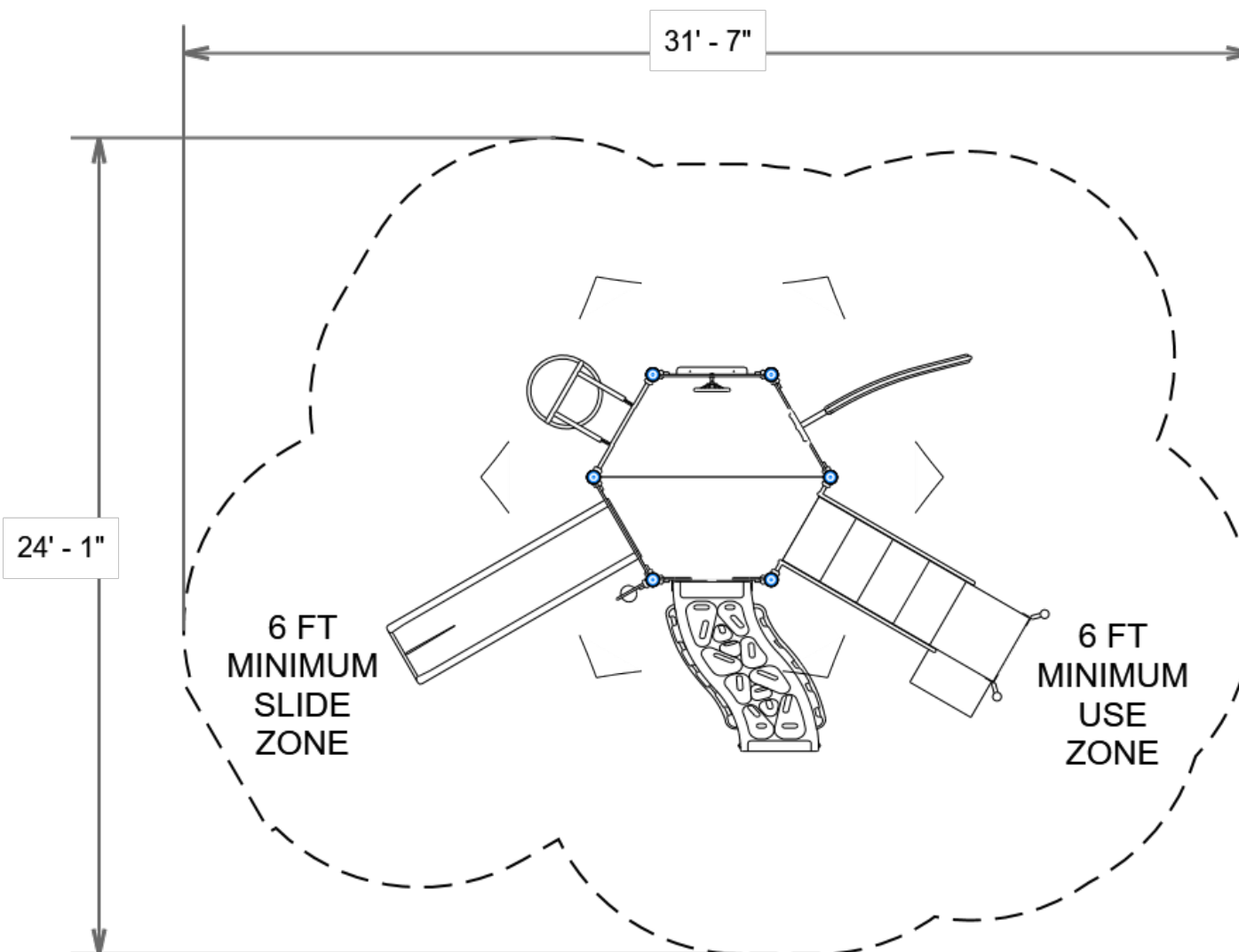
FOR KIDS
AGES
5-12

GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC's Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT#: ARC21E1E3CA
DATE: 9/3/2021

MIN. USE ZONE: 32' x 25'

PLAYCRAFT REP:
Advanced Recreational Concepts

BAINBRIDGE CDD PLAYGROUND
SW VIEW

R35

FOR KIDS
AGES
5-12



STRUCTURE#: R35E8CCCA
PROJECT#: ARC21E1E3CA
DATE: 9/3/2021

BAINBRIDGE CDD PLAYGROUND
NE VIEW

R35

FOR KIDS
AGES
5-12



STRUCTURE#: R35E8CCCA
PROJECT#: ARC21E1E3CA
DATE: 9/3/2021



Bill of Materials

BAINBRIDGE CDD PLAYGROUND

Project# ARC21E1E3CA

9/3/2021

Item	Description	Quantity
R35E8CCCA		
HS-1004-R35	Collars	20
S-1015-R35-15ft	Post, 15ft R3.5	6
S-1106-R35	Hex Deck, Half (4 Post)	2
S-1209-36-R35	Transfer Station, 48in-L	1
S-1224-4R35	Climber, Stacked Loop 42-48in	1
S-1238-4	Climber, Freeform 42-48in	1
S-1249-DGH	Climber, Inc. Geo-Wave 42-48in (H, DTG, L)	1
S-1304-R35	Single Slide SitDown Wall	1
S-1309-2-R35	Half Walls (Pair) R35	2
S-1625-R35	Driver Panel	1
S-1645-R35G	Store Panel (Open)	1
S-1661-R35	Panel Pal, Bell	1
S-1704-4	Slide, Wave 48in (Single)	1
S-18026-R35	Shade Canopy, Hex	1
HS-1100-3	Deck to Deck Hardware	2



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

Quote # **57308**

Sales Rep: DeWitt Gibbs
dewitt@blissproducts.com
O: (800) 248-2547
F: (866) 920-1915
C: (904) 219-7760

Bainebridge CDD

Date 7/26/2021 **Project** Bainbridge CDD
Playground Repair

Bill To
Bainebridge CDD

Ship To
15855 Twin Creek Dr.
Jacksonville, FL
Jax terminal - Bainebridge CDD
Jacksonville, Florida 32254

Contact
Tony Shriver

Approximate Ship Date

Ship Via
ABF

Terms
Net 30

Vendor	Part #	Description	Qty	Unit Price	Extended Price
INS	INSTALL	Assembly and installation.	1	\$1,500.00	\$1,500.00
SPL	922-177	Square deck with hardware.	4	\$561.00	\$2,244.00
SPL	922-135	Transfer station with hardware.	1	\$1,318.00	\$1,318.00
SPL	DISC	Discount	1	\$-360.00	\$-360.00

Sub Total \$4,702.00
Freight 1,293.00
Tax 0.00

Taxable Subtotal

Grand Total \$5,995.00

- Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.
- Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.

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.

Complete Terms and Conditions can be found at <https://blissproducts.com/terms-conditions/>

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

Customer: Bainebridge CDD

Address:

Date: 26 July 2021

**Quote
Number:** 57308

Amount: \$5,995.00

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.

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.**

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.

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 common carrier regarding shipping dates and late deliveries;

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: _____

Tab 11



Aquatic Management Agreement

This **Agreement** dated **effective to start** October 1, **2021**, is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name Bainebridge CDD c/o Lesley Gallagher, Rizzetta & Company

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____ E-Mail _____

Hereinafter called "**CLIENT**".

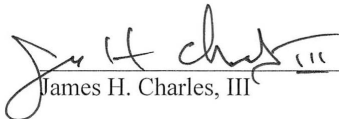
1) **Charles Aquatics, Inc.**, agrees to provide aquatic management services in accordance with the terms and conditions of this **Agreement** and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this **Agreement** at the following location(s): Twenty (20) ponds located at Bainebridge CDD in Jacksonville, FL.

2) **CLIENT** agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed aquatic management services:

a) Monthly Aquatic Management Services	\$ 665./mo.
b) Free Call back service within 24 hours	\$ <u>Included</u>
c) Comprehensive Service Reports following each treatment	\$ <u>Included</u>
d) Pollution Liability Insurance	\$ <u>Included</u>
e) Grass Carp stocking (Upon Approval)	\$ <u>7.50 fish</u>
f) Permitting for Grass Carp	\$ <u>Included</u>
g) Aluminum Fish Barrier Fabrication & Installation	\$ <u>45./s.f.</u>

3) **The terms and conditions in this entire Agreement (to include pages 2 and 3) form an integral part of this Agreement and the CLIENT hereby acknowledges that he has read, is familiar with, has checked and initialed all boxes listing DISCLOSURE conditions (a) through (i) on page 2, and will comply with the contents thereof.**

Charles Aquatics, Inc.


James H. Charles, III

CLIENT

Signed _____

Print Name

-1-

(Aquatic Management Agreement continued on page 2)

- 4) Payment schedule is as follows:
- Payment for the **initial month** of aquatic management services is **due upon execution** of this **Agreement**.
 - Payment for the **balance** of the aquatic management services is payable in eleven (11) equal payments **due the first day of each month**.
- 5) Aquatic management services stated in this **Agreement** will commence within ten (10) days of the execution of this **Agreement** by the **CLIENT**.
- 6) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** on or before **October 1, 2021**.

Terms and Conditions

- 1) **Control Methods** - Aquatic Management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this agreement for the control of aquatic weeds:
- Chemical Control** - Chemical control consists of periodic applications of aquatic herbicides and algacides to control aquatic weeds and algae. When necessary and prior to treatment with aquatic herbicides or algacides, oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for indicated routine oxygen testing.
 - Biological Control** - Biological control consists of the stocking of weed eating fish, *primarily triploid grass carp*. **CLIENT** acknowledges that prior to fish stocking, governmental permits may be required, and that there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking and may be provided at no additional cost.
 - Mechanical Removal** - Mechanical removal consists of the physical removal of aquatic weeds from waterways. The disposal site of aquatic weeds will be determined by mutual agreement between **Charles Aquatics, Inc.** and the **CLIENT**. Mechanical removal of aquatic weeds may be performed at an additional cost to the **Client**. **This Service is not included in this agreement.**
 - Trash Removal** - Trash removal consists of the physical removal of trash floating within and from the areas immediately surrounding the **Client's** waterway(s) and may be provided at no additional cost.
- 2) **Disclosure** - **CLIENT** agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (g) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this **Agreement** and any extension(s) thereof.

- | | YES | NO | INITIALS |
|--|--------------------------|--------------------------|-----------------|
| a) Water from the treated waterway(s) is used for irrigation. | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| b) Water from the treated waterway(s) is used for human or animal consumption. | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| c) Treated waterways have been mitigated (government required aquatic planting) or are scheduled to be mitigated. | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| d) Any special use of treated waterway which may conflict with treatments. | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| e) The presence of fish such as triploid grass carp, tilapia or koi in the treated waterway. | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| f) Restrictions on the use of any aquatic herbicides or algacides in the waterways to be treated. | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| g) Existence of other aquatic management programs being conducted in the same waterway (s) which Charles Aquatics, Inc. is treating. | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| h) CLIENT agrees to provide Charles Aquatics, Inc. additional details on any conditions (s) checked "YES" in boxes adjacent subparagraphs (a) through (g) above on the spaces below: | | | |

- CLIENT** agrees that its failure to disclose any conditions (s) listed in (a) through (i) above may compromise **Charles Aquatics'** capacity to adequately perform satisfactory aquatic management service.
- Any failure of **CLIENT** to disclose conditions listed in (a) through (i) above on the date of the execution of this Agreement which may hinder or significantly change **Charles Aquatics'** ability to provide satisfactory aquatic management service does not relieve **CLIENT's** obligation to pay **Charles Aquatics, Inc.** for service provided under the terms and conditions of this **Agreement**.
- Disclosure by checking and initialing boxes listing **certain** conditions adjacent to subparagraphs (a) through (i) above may be cause for **Client** and **Charles Aquatics, Inc.** to renegotiate this **Agreement** prior to the provision of any service by **Charles Aquatics, Inc.**

-2-

(Aquatic Management Agreement continued page 3)

- 3) **Time-Use Restrictions** - When federal and state regulations require water time-use restrictions following the application of aquatic herbicides, **Charles Aquatics, Inc.**, will notify the **CLIENT** in writing of such restrictions at the time of treatment. It shall be the responsibility of the **CLIENT** to comply with the restrictions throughout the required period of time-use restrictions. **CLIENT** understands and agrees that notwithstanding any other provisions of this **Agreement, Charles Aquatics, Inc.** does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
- 4) **Access** - **CLIENT** agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Adequate access will be determined by **Charles Aquatics, Inc.** and the **Client**. Access routes must be a minimum of ten (10) feet in width, and ten (10) feet high; must provide a firm surface for the passage of boats, boat trailers, and towing vehicles; must have a grade no greater than forty five (45) degrees; and not require crossing bulkheads surrounding waterways. In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this **Agreement** may be terminated or renegotiated.
- 5) **Effective Date** - The effective date of this **Agreement** is the first day of the month in which aquatic management services are first provided.
- 6) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**. The effective date of any termination will be the last day of the month during which written notice is received by **Charles Aquatics, Inc.**
- 7) **Renewal** - Upon completion of this **Agreement** or any extension thereof, this **Agreement** shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of **CHARLES AQUATICS, Inc.**, **Client** agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.
- 8) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, Property Damage and Product Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 9) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 11) **Monthly Payments** - The monthly amount is firm for the entire term of the original **Agreement**. **CLIENT** understands that, for convenience the annual agreement payments will be distributed equally over a twelve (12) month period and that individual monthly billings may not necessarily reflect fluctuating costs of service. **CLIENT** agrees to reimburse **CHARLES AQUATICS, Inc.** for any bank charges resulting from a returned check for insufficient funds.
- 12) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 13) **Non-Payment, Default** - In the case of non-payment by the **CLIENT**, **Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one half percent (1.5%) per month may be assessed for the period of delinquency.
- 14) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 15) **Alterations and Modifications** - This three (3) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.



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

QUARTERLY FLOATING FOUNTAIN
MAINTENANCE AGREEMENT

This Agreement is prepared for: Bainebridge CDD
Property location: Jacksonville, FL
Maintenance beginning: October 1, 2021

- 1) Clean pump intake screen (keeps water flowing properly and prevents screen from clogging and or collapsing)
- 2) Scrape, clean, and check lights for blown bulbs (prevents overheating of lights)
- 3) Clean all surfaces of float (prevents deterioration of float)
- 4) Clean display head (prevents algae build up on nozzle head)
- 5) Clean display head jets (keeps display uniform)
- 6) Adjust mooring lines as required (prevents slack in lines causing tangling of lines in cable)
- 7) Adjust anchor points as required (insures fountain is always properly secured)
- 8) Test light circuits (insures all GFCI protection is properly functioning)
- 9) Test pump circuits (insures all components in pump motor circuit are properly functioning)
- 10) Reset timers as required (keeps fountain and lights on proper schedule)
- 11) Tightening all electrical connections in control panel (helps prevent electrical shorting and damage to controls and or fountains)
- 12) Take meg readings on pump motor and cable as needed (measures cable and motor winding resistance) *(These readings will keep you informed of the condition of the pump motors and cable wear. There fore, you will know in advance when the motor is beginning to deteriorate.)*

All the above procedures meet and, or exceed all fountain manufactures recommended maintenance programs insuring proper maintenance during manufacture warranty period.

I do ☐ I do not ☐ pre-authorize Charles Aquatics, Inc. to replace or repair anything under \$100 during the maintenance visit. This includes but is not limited to Capacitors and Relays. (Pre-authorization will minimize down time of fountain in need of repair.)

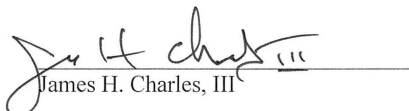
I do ☐ I do not ☐ pre-authorize Charles Aquatics, Inc. to replace lightbulbs during the maintenance visit. Each lightbulb is \$30. per bulb.

Price for Quarterly Floating Fountain Maintenance at Bainebridge is as follows:

1 fountain(s) x \$125. per fountain = \$125. Quarterly

****Please note:** Labor to replace a burnt out bulb is included in this agreement; however, the cost of a new bulb will be an additional charge. All additional service calls will be charged at a rate of \$37.50/hr plus parts.

Your signature below gives permission for maintenance to begin. Please fax back to 904-807-9158.


James H. Charles, III

Representative of Charles Aquatics, Inc.

9/6/19
Date

Customer Signature

Date

History has proven fountains that are properly maintained provide fewer problems than fountains that are not. The following information will provide you with examples:

- 1) Keeping the pump strainer cleaned insures proper flow of water across the motor helping it run cooler and preventing premature motor failure. It also prevents the screen from collapsing or crushing. When the screen is not maintained and it does collapse it will cost from \$400 - \$1000 plus labor to replace it.
- 2) Keeping the lights clean and free of algae increases bulb and fixture life. Not keeping them cleaned, algae growth creates insulation around the light causing excessive heat build up which causes premature bulb and fixture failure.
- 3) Algae build up on the float surface causes fiberglass to break down and eventually fail and the float to sink. This would require replacing the float at a current cost of approximately \$1200.
- 4) Keeping the mooring lines properly secured keeps the fountain in its proper location. Also prevents lines from tangling with pump and light cables. When they do tangle the rope can cut or stress the cables causing failure of cables. Cables range in price from \$6 to \$12 per foot the average fountain has 150 feet of cable.
- 5) Testing all ground fault circuits insures the safety and security that no electrical voltage is leaking into the pond which could cause electrocution of people or pets coming in contact with the water.
- 6) Keeping the timers properly set insures the proper hours of operation of the fountain at all times. Tightening the wires insures no electrical damages to the controls and or fountains.
- 7) Meg readings keep you aware of the condition of the pump motor windings giving you advance notice that the motor is starting to break down making it possible to prepare in advance for replacement. This will decrease downtime and unforeseen large expenses.

Tab 12



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Bainebridge Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

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

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

About FIA

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

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

Competitive Advantage

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

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

How are FIA Members Protected?

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

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

What Are Members Responsible For?

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

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

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

Quotation being provided for:

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

Term: October 1, 2021 to October 1, 2022

Quote Number: 100121602

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$1,829,769
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$7,000

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

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

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	3 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery		Included
TRIA		Included

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

TOTAL PROPERTY PREMIUM

\$9,122

Extensions of Coverage

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

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

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

CRIME COVERAGE

Description

Limit

Deductible

Forgery and Alteration

Not Included

Not Included

Theft, Disappearance or Destruction

Not Included

Not Included

Computer Fraud including Funds Transfer Fraud

Not Included

Not Included

Employee Dishonesty, including faithful performance, per loss

Not Included

Not Included

AUTOMOBILE COVERAGE

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

GENERAL LIABILITY COVERAGE (Occurrence Basis)

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

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

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

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

Cyber Liability sublimit included under POL/EPLI

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



PREMIUM SUMMARY

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

Term: October 1, 2021 to October 1, 2022

Quote Number: 100121602

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$9,122
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,108
Public Officials and Employment Practices Liability	\$5,234
TOTAL PREMIUM DUE	\$17,464

IMPORTANT NOTE

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

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

Additional Notes:

(None)



PROPERTY VALUATION AUTHORIZATION

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

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

<input checked="" type="checkbox"/>	Building and Content TIV	\$1,829,769	As per schedule attached
<input checked="" type="checkbox"/>	Inland Marine	\$7,000	As per schedule attached
<input type="checkbox"/>	Auto Physical Damage	Not Included	

Signature: _____ Date: _____

Name: _____

Title: _____



Property Schedule

Schedule Items Effective As of: 10/01/2021

Bainebridge Community Development District

Policy No.: 100121602

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
1	Irrigation Systems	2008	10/01/2021	\$20,000	\$20,000
	15855 Twin Creek Dr Jacksonville FL 32218	Pump / lift station	10/01/2022		
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
2	Pool in Ground w/Splash Pad Equipment & Pumps	2008	10/01/2021	\$400,600	\$400,600
	15855 Twin Creek Dr Jacksonville FL 32218	Below ground liquid storage tank / pool	10/01/2022		
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
3	Pool Patio Furniture	2008	10/01/2021	\$30,000	\$30,000
	15855 Twin Creek Dr Jacksonville FL 32218	Frame	10/01/2022		
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
4	Pool Fence (Metal)	2008	10/01/2021	\$19,640	\$19,640
	15855 Twin Creek Dr Jacksonville FL 32218	Frame	10/01/2022		
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
5	Gazebo	2008	10/01/2021	\$25,450	\$25,450
	15855 Twin Creek Dr Jacksonville FL 32218	Frame	10/01/2022		
	Pyramid hip		Asphalt shingles		
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
6	Recreational Court also including 1/2 court basketball	2008	10/01/2021	\$45,580	\$45,580
	15855 Twin Creek Dr Jacksonville FL 32218	Non combustible	10/01/2022		
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
7	Fountain(s)	2008	10/01/2021	\$14,300	\$14,300
	Bainebridge Dr Jacksonville FL 32218	Pump / lift station	10/01/2022		

Sign: _____

Print Name: _____

Date: _____



Bainebridge Community Development District

Policy No.: 100121602

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering	Replaced	Roof Yr Blt
8	Irrigation Systems		2008	10/01/2021	\$27,486		
	Bainebridge Dr Jacksonville FL 32218		Waterfront structures	10/01/2022		\$27,486	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering	Replaced	Roof Yr Blt
9	Lighting - Entry		2008	10/01/2021	\$15,000		
	Bainebridge Dr Jacksonville FL 32218		Electrical equipment	10/01/2022		\$15,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering	Replaced	Roof Yr Blt
10	Lighting - Landscape & Parking		2008	10/01/2021	\$44,850		
	15855 Twin Creek Dr Jacksonville FL 32218		Electrical equipment	10/01/2022		\$44,850	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering	Replaced	Roof Yr Blt
11	Pavilion		2008	10/01/2021	\$12,000		
	15855 Twin Creek Dr Jacksonville FL 32218		Non combustible	10/01/2022		\$12,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering	Replaced	Roof Yr Blt
12	Access Control/Alarm System		2013	10/01/2021	\$20,000		
	15855 Twin Creek Dr Jacksonville FL 32218		Electrical equipment	10/01/2022		\$20,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering	Replaced	Roof Yr Blt
13	Security Cameras		2013	10/01/2021	\$6,000		
	15855 Twin Creek Dr Jacksonville FL 32218		Electrical equipment	10/01/2022		\$6,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering	Replaced	Roof Yr Blt
14	Pool Access Equipment		2013	10/01/2021	\$6,000		
	15855 Twin Creek Dr Jacksonville FL 32218		Electrical equipment	10/01/2022		\$6,000	

Sign: _____

Print Name: _____

Date: _____



Bainebridge Community Development District

Policy No.: 100121602

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Contents Value		
	Roof Shape	Roof Pitch	Const Type	Term Date	Roof Covering	Covering Replaced	Roof Yr Blt
15	Amenity Center /Clubhouse		2008	10/01/2021	\$855,800		\$939,200
	15855 Twin Creek Dr Jacksonville FL 32218		Frame	10/01/2022	\$83,400		
	Cross gable			Asphalt shingles			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Contents Value		
	Roof Shape	Roof Pitch	Const Type	Term Date	Roof Covering	Covering Replaced	Roof Yr Blt
16	Tot Lot		2008	10/01/2021	\$41,488		\$41,488
	15855 Twin Creek Dr Jacksonville FL 32218		Non combustible	10/01/2022			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Contents Value		
	Roof Shape	Roof Pitch	Const Type	Term Date	Roof Covering	Covering Replaced	Roof Yr Blt
17	Gas Grill		2008	10/01/2021	\$6,000		\$6,000
	15855 Twin Creek Dr Jacksonville FL 32218		Non combustible	10/01/2022			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Contents Value		
	Roof Shape	Roof Pitch	Const Type	Term Date	Roof Covering	Covering Replaced	Roof Yr Blt
18	PVC Perimeter Fencing and Masonry Columns		2008	10/01/2021	\$116,240		\$116,240
	Bainebridge Dr & Pecan Park Rd Jacksonville FL 32218		Non combustible	10/01/2022			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Contents Value		
	Roof Shape	Roof Pitch	Const Type	Term Date	Roof Covering	Covering Replaced	Roof Yr Blt
19	Entry Features		2020	10/01/2021	\$39,935		\$39,935
	Bainebridge Dr & Pecan Park Rd Jacksonville FL 32218		Non combustible	10/01/2022			
			Total:	Building Value \$1,746,369		Contents Value \$83,400	Insured Value \$1,829,769

Sign: _____

Print Name: _____

Date: _____



Bainebridge Community Development District

Policy No.: 100121602
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	Pool Chair Lift		Other inland marine	10/01/2021 10/01/2022	\$7,000	\$1,000
				Total	\$7,000	

Sign: _____ Print Name: _____ Date: _____



INVOICE

Customer	Bainebridge Community Development District
Acct #	610
Date	09/01/2021
Customer Service	Kristina Rudez
Page	1 of 1

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

Payment Information	
Invoice Summary	\$ 17,464.00
Payment Amount	
Payment for:	Invoice#13964
100121602	

Thank You

Please detach and return with payment



Customer: Bainebridge Community Development District

Invoice	Effective	Transaction	Description	Amount
13964	10/01/2021	Renew policy	Policy #100121602 10/01/2021-10/01/2022 Florida Insurance Alliance Package - Renew policy Due Date: 9/1/2021	17,464.00

Total

\$ 17,464.00

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)233-9939

sclimer@egisadvisors.com

Date

09/01/2021

TAB 13

RESOLUTION 2021-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT ADOPTING
THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2021-2022;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Bainebridge Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within the City of Jacksonville, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2021-2022 annual meeting schedule attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2021-2022 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16th day of September 2021.

ATTEST:

**BAINEBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman, Board of
Supervisors

Exhibit A: Fiscal Year 2021-2022 Annual Meeting Schedule

Exhibit A

**BOARD OF SUPERVISORS MEETING DATES
BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021-2022**

The Board of Supervisors of the Bainebridge Community Development District will hold their regular meetings for Fiscal Year 2021-2022 at the Bainebridge Amenity Center, 15855 Twin Creek Drive, Jacksonville, Florida 32218 at 6:00 p.m., unless otherwise indicated as follows:

November 18, 2021

January 20, 2022

March 17, 2022

April 21, 2022

July 21, 2022

September 15, 2022

TAB 14

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 six (6) hours per event, including set-up and clean-up time. The six (6) hour limitation can only be exceeded upon specific authorization from the Board. 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. Residents and Non-Resident Users may reserve the Bainebridge Room from September 16th through May 15th. 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. The Amenity Manager is required to be present during all rentals. If the Amenity Manager is not available during a requested rental period, such rental may be approved at the sole discretion of the Amenity Manager, provided that an authorized designee of the Amenity Manager serve as the rental attendant, and the party requesting the Bainebridge Room or Pool Pavilion agree to pay the costs associated with such attendant.

Rental of the Bainebridge Room or Pool Pavilion will not be available on Saturdays or Sundays during the period of May 16th through September 15th.

Additionally, the Bainebridge Room or Pavilion will not be available for rental 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.
- (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: \$150.00 for a maximum of 50 guests.

A non-refundable rental fee for the Pool Pavilion is set as follows: \$50.00 for a maximum of 25 guests.

Both the Bainebridge room and the Pool Pavilion have a maximum rental time limit of six (6) hours.

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 \$50.00 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.

**AUDIENCE COMMENTS
AND SUPERVISOR
REQUESTS**

ADJOURNMENT