



Rizzetta & Company

# **Bainebridge Community Development District**

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**Board of Supervisors'  
Meeting  
January 20, 2022**

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

**[www.bainebridgecdd.org](http://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](http://www.bainebridgecdd.org)**

**Board of Supervisors**

William Huff	Chairman
Samuel Helms III	Vice Chairman
Charles Straw	Assistant Secretary
Alton Mabb	Assistant Secretary
Wally David	Assistant Secretary

**District Manager**

Lesley Gallagher	Rizzetta & Company, Inc.
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**District Counsel**

Katie Buchanan	Kutak Rock, LLP.
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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.

# BAINEDRIDGE COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.bainebridgecdd.org](http://www.bainebridgecdd.org)

January 13, 2022

**Board of Supervisors  
Bainebridge Community  
Development District**

## AGENDA

Dear Board Members:

The regular meeting of the Bainebridge Community Development District will be held on **Thursday, January 20, 2022 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 Board of Supervisors' Regular Meeting held November 18, 2021.....Tab 1
  - B. Ratification of the Operation and Maintenance Expenditures for October 2021 and November 2021.....Tab 2
- 5. STAFF REPORTS**
  - A. District Counsel
    - 1.) Memorandum Regarding Wastewater and Stormwater Needs Analysis.....Tab 3
  - B. District Engineer
    - 1.) Consideration of Proposal for Wastewater and Stormwater Analysis.....Tab 4
  - C. Amenity Manager
    - 1.) First Coast CMS, Amenity Manager Report, January 6, 2022.....Tab 5
    - 2.) Discussion Regarding Recent Activity at Amenity Facility
    - 3.) *Consideration of Proposal for Security and Access Control (Under Separate Cover)*
  - D. Landscape Manager
    - 1.) BrightView Landscape Report, January 12, 2022.....Tab 6
  - E. District Manager
    - 1.) Charles Aquatics Pond Report, December 14, 2021.....Tab 7
    - 2.) Discussion Regarding Pond Access
- 6. BUSINESS ITEMS**
  - A. Consideration of Resolution 2022-01, Update to Prompt Payment Policy.....Tab 8
  - B. Consideration of Resolution 2022-02, Conducting General Election.....Tab 9
  - C. *Consideration of Proposals for Repair/Replacement Fitness Equipment (Under Separate Cover)*
- 7. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 8. ADJOURNMENT**

**CALL TO ORDER / ROLL CALL**

# **PLEDGE OF ALLEGIANCE**

# **AUDIENCE COMMENTS ON AGENDA ITEMS**

# **BUSINESS ADMINISTRATION**

## **Tab 1**



## MINUTES OF MEETING

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

### BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

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

Present and constituting a quorum:

William Huff II	<b>Board Supervisor, Chairman</b>
Samuel Helms	<b>Board Supervisor, Vice Chairman</b>
Charles Straw	<b>Board Supervisor, Assistant Secretary</b>
Alton Mabb	<b>Board Supervisor, Assistant Secretary</b>
Wally David	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Wes Haber	<b>District Counsel, Hopping Green &amp; Sams</b>
Tony Shiver	<b>Representative, First Coast CMS</b>
Chris Ernst	<b>Account Representative, BrightView Landscaping</b>

Audience members present.

#### FIRST ORDER OF BUSINESS

#### Call to Order

Mr. Huff called the meeting to order at 6:00 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 comments on agenda items.

**FOURTH ORDER OF BUSINESS****Consideration of the Minutes of the Board of Supervisors Regular Meeting held on September 16, 2021**

On a motion by Mr. Mabb, seconded by Mr. David, by majority vote, with Mr. Mabb opposed, the Board approved the Minutes of the Board of Supervisors Regular Meeting held on September 16, 2021 for Bainebridge Community Development District.

**FIFTH ORDER OF BUSINESS****Ratification of the Operation and Maintenance Expenditures for August 2021 and September 2021**

On a motion by Mr. David, seconded by Mr. Straw, by majority vote, with Mr. Mabb opposed, the Board ratified the Operation and Maintenance Expenditures for August 2021 in the amount of \$24,389.45 and September 2021 in the amount \$28,478.31 for Bainebridge Community Development District.

*The Board moved to agenda items 5D and 5E.*

**SIXTH ORDER OF BUSINESS****Staff Reports****D. Field Inspection****1.) Field Inspection Report, October 5, 2021**

Mr. Liggett reviewed the field inspection report found under Tab 4 of the agenda noting improved weed bed control around the tennis court area is needed but the drainage issues in this area are a contributing factor. He also noted that soft edging needed improvement and the pool and tennis court areas and that the oak trees need lifting.

**E. Landscape Manager****1.) BrightView Landscape Report, November 11, 2021**

Mr. Ernst reviewed the landscape report found under Tab 5 of the agenda and updated the Board that there will be an increase of pricing on irrigation/drainage parts and materials due to circumstances out of their control that have affected the supply chain.

*The Board moved back to agenda item 5A.*

**A. District Counsel**

Ms. Buchanan updated the Board that the special practice group at Hopping Green & Sams was transitioning to the firm Kutak Rock and that there would no longer be attorneys at Hopping practicing law. The Board authorized the Chairman to execute the transition agreement on behalf of the CDD.

On a motion by Mr. Straw, seconded by Mr. Helms, with all in favor, the Board authorized the transition agreement with Kutak Rock for Bainebridge Community Development District.

B. District Engineer  
Not present.

C. Amenity Report

1.) First Coast CMS Field Report, November 6, 2021

Mr. Shiver reviewed the Amenity Manager Report found under Tab 3 of the agenda and updated the Board that the front entry lighting was damaged during the construction of the entry monument and that the message board is damaged with the manufacturer not providing any warranty.

D. District Manager

1.) Acceptance of Technology Services Contractual Agreement

2.) Charles Aquatics Pond Report, October 29, 2021

On a motion by Mr. David, seconded by Mr. Straw, with all in favor, the Board accepted the Technology Services Contractual Assignment to Rizzetta & Company for Bainebridge Community Development District.

Ms. Gallagher presented the District Manager report and was available to answer any questions.

## SEVENTH ORDER OF BUSINESS

### Consideration of Proposal for Backflow Protection

On a motion by Mr. Mabb, seconded by Mr. Straw, with all in favor, the Board approved the proposal from Bob's Backflow in the amount of \$1,965.00 for backflow protection cages for Bainebridge Community Development District.

## EIGHTH ORDER OF BUSINESS

### Consideration of Proposal for Annual Engineer's Report

On a motion by Mr. Straw, seconded by Mr. David, with all in favor, the Board approved the proposal from Dunn & Associates in the amount of \$3,000.00 for the Annual District Engineer's Report for Bainebridge Community Development District.

On a motion by Mr. Helms, seconded by Mr. Straw, with all in favor, the Board authorized Staff to work with the District Engineer to obtain a stormwater analysis report which 2021 legislative now requires for Bainebridge Community Development District.

**NINTH ORDER OF BUSINESS****Consideration of Paver Repair Proposal from  
Corner Stone Solution**

On a motion by Mr. Straw, seconded by Mr. David, with all in favor, the Board approved the proposal from Corner Stone Solution in the amount of \$2,260.00 for Bainebridge Community Development District.

**TENTH ORDER OF BUSINESS****Supervisor Requests and Audience  
Comments**

Mr. Mabb noted that he planned on contacting Mr. Gaffney for an update on the Steadman Creek construction.

Mr. David asked questions regarding which seats were general election seats in 2022.

An audience member had a question about reporting streetlights that are out.

**ELEVENTH ORDER OF BUSINESS****Adjournment**

On a motion by Mr. David, seconded by Mr. Helms, with all in favor, the Board adjourned the meeting at 6:42 p.m. for Bainebridge Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## **Tab 2**

# **BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.BAINEBRIDGECDD.ORG

## **Operation and Maintenance Expenditures October 2021 Presented For Board Approval**

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

The total items being presented: **\$22,938.77**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Alton Mabb Jr.	003606	AM091621	Board of Supervisors Meeting 09/16/21	\$ 200.00
BrightView Landscape Services, Inc.	003609	7572667	Landscape Maintenance 10/21 Renewal Contract Adjustment	\$ 2,833.00
BrightView Landscape Services, Inc.	003609	7588799	Landscape Maintenance 10/21 Monthly Aquatic Management - 20	\$ 169.00
Charles Aquatics, Inc.	003610	43497	Ponds 10/21	\$ 665.00
Charles Straw	003607	CS091621	Board of Supervisors Meeting 09/16/21	\$ 200.00
Emily Batten	003601	100121	Rental Deposit Refund - Emily Batten 10/21	\$ 50.00
Financial News & Daily Record	003597	21-06655D	Legal Advertising 10/21	\$ 103.25
First Coast Contract Maintenance Service LLC	003611	6046	Monthly Pool, Janitorial & Maintenance 10/21	\$ 4,154.95
First Coast Contract Maintenance Service LLC	003602	6124	Reimbursable Expenses 09/21	\$ 925.64
First Coast Contract Maintenance Service LLC	003613	6158	Reimbursable Expenses 10/21	\$ 1,446.88
Florida Department of Revenue	003603	65-8016515152-1 Sales and Use Tax 09/21	Sales And Use Tax - 09/21	\$ 5.88
Gator Fire L.L.C.	003604	2830	Annual Maintenance of Fire Extinguishers 10/21	\$ 105.00



# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
NewAgeTutors LLC DBA VGlobalTech	003600	3163	Website ADA Compliance 10/21	\$ 250.00
Rizzetta & Company, Inc.	003598	INV0000061798	District Management Services 10/21	\$ 5,222.17
Rizzetta & Company, Inc.	003612	INV0000061950	Assessment Roll Preparation FY 21/22	\$ 5,408.00
Rizzetta Technology Services, LLC	003599	INV0000007938	Website Hosting Services 10/21	\$ 100.00
Web Watchdogs	003608	7177	DVR Replacement 09/21	\$ 900.00
William R. Huff II	003605	WH091621	Board of Supervisors Meeting 09/16/21	<u>\$ 200.00</u>
<b>Report Total</b>				<b><u>\$ 22,938.77</u></b>

# **BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.BAINEBRIDGECDD.ORG

## **Operation and Maintenance Expenditures November 2021 Presented For Board Approval**

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

The total items being presented: **\$25,489.63**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Abbey Gale Harper	003626	110721	Rental Deposit Refund 11/21	\$ 150.00
Bob's Backflow, Inc.	003621	78406	Backflow Test 10/21	\$ 225.00
BrightView Landscape Services, Inc.	003618	7611475	Landscape Improvements Pool Area 10/21	\$ 3,183.11
BrightView Landscape Services, Inc.	003622	7614096	Landscape Maintenance 11/21	\$ 3,002.00
BrightView Landscape Services, Inc.	003631	7633440	Irrigation Repairs 11/21	\$ 71.07
Charles Aquatics, Inc.	003623	43708	Quarterly Fountain Maintenance 11/21	\$ 125.00
Charles Aquatics, Inc.	003623	43736	Monthly Aquatic Management - 20 Ponds 11/21	\$ 665.00
Comcast	2021-11-01	8495741202010530	Amenity Cable/Phone/Internet 11/21	\$ 324.27
Dannielle Niewald	003629	111921	Rental Deposit Refund 11/21	\$ 150.00
Department of Economic Opportunity	003624	84990	Special District Fee FY 2021/2022 Amortization Schedule Series 2007	\$ 175.00
Disclosure Services, LLC	003619	6	11-1-21	\$ 100.00
Financial News & Daily Record	003614	21-07321D	Legal Advertising 10/21	\$ 96.50

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
First Coast Contract Maintenance Service LLC	003625	6115	Monthly Pool, Janitorial & Maintenance 11/21	\$ 4,154.95
First Coast Contract Maintenance Service LLC	003633	6210	Monthly Pool, Janitorial & Maintenance 12/21	\$ 4,154.95
Florida Department of Revenue	3630	65-8016515152-1 Sales and Use Tax 10/21	Sales And Use Tax - 10/21	\$ 251.86
Hopping Green & Sams Attys.	3627	125804	General Legal Services 07/21	\$ 454.00
Hopping Green & Sams Attys.	3627	125888	General Legal Services 09/21	\$ 1,323.86
JEA	11/2/2021	4849510511 10/21	15855 Twin Creek Dr/15700 Bainbridge Dr 10/21	\$ 1,386.80
NewAgeTutors LLC DBA VGlobalTech	3620	3245	Website ADA Compliance 11/21	\$ 250.00
Republic Services of Florida	11/3/2021	0687-001174308	Waste Disposal Services 11/21	\$ 174.09
Rizzetta & Company, Inc.	3615	INV0000062489	District Management Services 11/21	\$ 4,622.17
Rizzetta Technology Services, LLC	3616	INV0000008121	Website Hosting Services 11/21	\$ 100.00
Tonya Settles Leite	3628	110621	Rental Deposit Refund 11/21	\$ 150.00
Walter David	3632	WD091621	Board of Supervisors Meeting 09/16/21	\$ 200.00
<b>Report Total</b>				<b><u>\$ 25,489.63</u></b>

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
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### Previous Months Expenditures

#### August

Comcast	2021083121-1	8495741202010538 08/21	Amenity Cable/Phone/Internet 08/21 15855 Twin Creek Dr/15700	\$ 325.10
JEA	2021083121-2	4849510511 06/21	Bainbridge Dr 06/21 15855 Twin Creek Dr/15700	\$ 1,936.75
JEA	2021083121-2	4849510511 07/21	Bainbridge Dr 07/21	\$ 1,918.60
Republic Services of Florida	2021083121-3	0687-0011153221	Waste Disposal Services 08/21	\$ 146.36
				<u><b>\$ 4,326.81</b></u>

#### Total for August

#### September

Comcast	093021-1	8495741202010538 09/21	Amenity Cable/Phone/Internet 09/21 15855 Twin Creek Dr/15700	\$ 324.14
JEA	093021-2	4849510511 08/21	Bainbridge Dr 08/21	\$ 1,633.81
Republic Services of Florida	093021-3	0687-001160551	Waste Disposal Services 09/21	\$ 171.94
				<u><b>\$ 2,129.89</b></u>

#### Total for September

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
<b>October</b>				
Comcast	202110-1	8495741202010538 10/21	Amenity Cable/Phone/Internet 10/21 15855 Twin Creek Dr/15700	\$ 325.10
JEA	202110-2	4849510511 09/21	Bainbridge Dr 09/21	\$ 1,697.14
Republic Services of Florida	202110-3	0687-001167529	Waste Disposal Services 10/21	\$ 171.94
<b>Total for October</b>				<b><u>\$ 2,194.18</u></b>
<b>Total for Previous Months Expenditures</b>				<b><u>\$ 8,650.88</u></b>

# STAFF REPORTS

# District Counsel



## **Tab 3**

## MEMORANDUM

**TO:** DISTRICT MANAGER

**FROM:** KUTAK ROCK LLP

**RE:** WASTEWATER AND STORMWATER NEEDS ANALYSIS

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During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

**Which special districts are required to complete a needs analysis under sections 403.9301 and 403.9302, Florida Statutes?**

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.<sup>1</sup>

**What constitutes “wastewater services”?**

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of

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<sup>1</sup> Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

**What constitutes “stormwater management program or stormwater management system”?**

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

**What must the needs analysis for these services or systems include?**

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components; and
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.

**When must the needs analysis required be complete?**

The 20-year needs analysis must be completed by June 30, 2022.

**What happens to the needs analysis once it is complete?**

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

# District Engineer

## Tab 4



# **Dunn & Associates, Inc.**

CIVIL ENGINEERS / LAND PLANNERS

8647 Baypine Road, Suite 200 Jacksonville, Florida 32256

Phone: (904) 363-8916 Fax: (904) 363-8917

December 7, 2021

Lesley Gallagher, District Manager  
Bainebridge Community Development District  
c/o Rizzetta & Company, Inc.  
2806 N. 5th St., Unit 403  
St. Augustine, FL 32084

Re: Engineering Proposal for  
**Bainebridge CDD**  
**Stormwater Needs Analysis**  
Job Number 1311-370-SW

Dear Ms. Gallagher:

Dunn & Associates, Inc. is pleased to offer this proposal for engineering services related to preparation of the new State required 20-year Stormwater Needs Analysis for the Bainebridge Community Development District. Being familiar with the project and based on the information provided by District Counsel, we offer the following scope of work and related fees.

1. We will coordinate with the District Manager to gather prior drainage spending on the District stormwater system. We will prepare the analysis which will include:
  - A detailed description of associated facilities.
  - The number of current and projected residents served calculated in 5-year increments.
  - The current and projected service area.
  - The current and projected cost of providing services calculated in 5-year increments.
  - The estimated remaining useful life of each facility or its major components.
  - The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
  - The district's plan to fund the maintenance or expansion of any facility or its major components. The plan will include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.
  - The analysis will be in the format provided by The Office of Economic and Demographic Research: [templates and other resources and guidance](#)

Hourly, Upset Limit:

\$10,000.00 \*

Hourly Rates

Principal	\$200.00
Senior Engineer (P.E.)	\$170.00
Engineer (P.E.)	\$130.00
Engineer (E.I.) and Senior Designer	\$110.00
Senior CADD Technician	\$95.00
CADD Technician	\$80.00
Senior Construction Inspector	\$110.00
Construction Inspector	\$90.00
Administrative Support	\$55.00

NOTE: \* Our fee for the above tasks will be billed at our standard hourly rates. In the event that unknown/unforeseen issues come up or are requested during our work, these amounts may be exceeded, however we will not exceed these amounts without your prior written approval.

Payment is due within 30 days of invoice. Late payments will be subject to a monthly 1.5% surcharge. Payment is for completed work and is not contingent on approvals. We can begin on this project immediately and have the necessary manpower to complete work very quickly. If this proposal meets your approval, please return a signed copy for our files. Should you have any questions please call us.

Sincerely,

DUNN & ASSOCIATES, INC.



David M. Taylor, P.E.  
Vice President

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

DMT/rto

# Amenity Report



## **Tab 5**



# **Bainebridge Community Development District**

Field Report Jan 2022

First Coast CMS LLC

1/06/2022

## ***Swimming Pool***

At this time, there is only one issue to report regarding the swimming pool.

We have discovered a series of cracked tiles just left of the waterfall. It appears that this issue is related to the beam of the pool because there is a separation between the coping pavers and the deck pavers. I am working to obtain a proposal from pool contractors and will advise the Board of a plan of action once I receive them back.

The pool passed Health Inspection with no violations.

## ***Common Area and Events***

Holiday lights were installed and removed by staff.

Backflow Cages were scheduled to be installed on December 8<sup>th</sup>

We have received several reports of unauthorized access to the facility. I have obtained a proposal for a monitored camera system.

We also have an issue with the card access system. The system is functioning but has become obsolete. We are working on proposals for an updated system that the Board can consider.

# **Discussion Regarding Recent Activity at Amenity Facility**

*Consideration of Proposal for  
Security and Access  
Control  
(Under Separate Cover)*

# Landscape Report

## **Tab 6**



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

## MEMORANDUM

DATE: January 12, 2022  
TO: Bainebridge  
ATTN: Board of Directors  
FROM: Chris Ernst  
RE: Landscape Report

---

### **Grounds Maintenance**

Bi-weekly grounds maintenance

Bi-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.

Have started cutting back the ornamental grasses.

Will be cutting back the herbaceous plant material

We are working on removing the fallen leaves and debris

### **Irrigation**

Monthly inspection repairs approved and repaired.



## **Agronomics**

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

## **Enhancements**

Flowers were installed before Christmas

## **Arbor Care**

No new news to report.

# District Manager

## **Tab 7**



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6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

---

## Service Report

**Date:** December 14, 2021

**Aquatic Tech:** Jim Charles  
Bill Fuller

**Client:** Bainebridge CDD

**Contact:** Lesley Gallagher

**Waterways:** Twenty ponds.

**Comments:** 69° F Winds 8-10mph

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



**Pond 2:** Pond was in overall good condition. Treated for algae.



**Pond 3:** Pond was in good condition. No invasive species noted.



**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...just some kind of film.





**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 watergrass.



**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 good condition. No new invasive species noted.



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





**Pond 16:** Pond was in good condition. I had a good kill on the duckweed.



**Pond 17:** Pond was in overall good condition. I treated for naiad.



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



**Pond 19:** Pond was in good condition. Had a good kill on the algae and naiad.



**Pond 20:** Pond was in good condition. Had a good kill on the perimeter vegetation.



# **Discussion Regarding Pond Access**

# **BUSINESS ITEMS**

## Tab 8

## RESOLUTION 2022-01

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING 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*, being situated entirely within Duval County, Florida; and

**WHEREAS**, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

**SECTION 1.** The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

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

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

**PASSED AND ADOPTED** this 20<sup>th</sup> day of January, 2022.

ATTEST:

**BAINEBRIDGE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:** Prompt Payment Policies and Procedures

# **EXHIBIT A**

## **BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

### **Prompt Payment Policies and Procedures**

**In Accordance with the Local Government Prompt Payment Act  
Chapter 218, Part VII, *Florida Statutes***

**January 20, 2022**

**Bainbridge Community Development District**  
**Prompt Payment Policies and Procedures**

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**I. Purpose**

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Bainebridge Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

**II. Scope**

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

**III. Definitions**

**A. Agent**

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

**B. Construction Services**

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

**C. Contractor or Provider of Construction Services**

The entity or individual that provides Construction Services through direct contract with the District.

**D. Date Stamped**

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

**E. Improper Invoice**

An invoice that does not conform to the requirements of a Proper Invoice.

**F. Improper Payment Request**

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

**G. Non-Construction Goods and Services**

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**H. Proper Invoice**

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

**I. Proper Payment Request**

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

**J. Provider**

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

**K. Purchase**

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

**L. Vendor**

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is [REDACTED]. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone 904-436-6270), email: [info@rizzetta.com](mailto:info@rizzetta.com).

##### **D. Proper Invoice for Non-Construction Goods and Services**

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
  - a. A complete item description
  - b. Quantity purchased
  - c. Unit price(s)
  - d. Total price (for each item)
  - e. Total amount of invoice (all items)
  - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
  - a. Itemized description of services performed
  - b. The location and date of delivery of the services to the District
  - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
  - d. Itemization of other direct, reimbursable costs (including description and amount)
  - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
    - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
    - ii. Paid receipt
    - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

**V. Submission of Invoices and Payment Requests**

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. **Mailing and Drop Off Address**  
Bainebridge Community Development District  
c/o [Rizzetta & Company, Inc.](#)  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
Attn: District Manager
2. **Email Address**  
CDDinvoice@rizzetta.com

## VI. Calculation of Payment Due Date

### A. Non-Construction Goods and Services Invoices

1. **Receipt of Proper Invoice**  
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
2. **Receipt of Improper Invoice**  
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
  - a. On which delivery of personal property is fully accepted by the District;
  - b. On which services are completed and accepted by the District;
  - c. On which the contracted rental period begins (if applicable); or
  - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
3. **Rejection of an Improper Invoice**  
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

**4. Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

**2. Receipt and Rejection of Improper Payment Request**

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
  - i. Be provided in writing;
  - ii. Specify any and all known deficiencies; and
  - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

**3. Payment of Undisputed Portion of Payment Request**

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

**VII. Resolution of Disputes**

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

**A. Dispute between the District and a Provider**

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

**B. Dispute Resolution Procedures**

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section [218.735](#)(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.



7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

#### **VIII. Purchases Involving Federal Funds or Bond Funds**

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

#### **IX. Requirements for Construction Services Contracts – Project Completion; Retainage**

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

#### **X. Late Payment Interest Charges**

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

##### **A. Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**C. Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

## **Tab 9**

## RESOLUTION 2022-02

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(c), FLORIDA STATUTES AND INSTRUCTING THE DUVAL SUPERVISOR OF ELECTIONS TO BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS**

WHEREAS, the 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 the unincorporated Duval County, Florida; and

WHEREAS, the Board of Supervisors of BAINEBRIDGE Community Development District (hereinafter the "Board") seeks to implement section 190.006(3)(A)(2)(c), Florida Statutes and to instruct the Duval Supervisor of Elections (the "Supervisor") to conduct the District's General Elections.

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

Section 1. The Board is currently made up of the following individuals: William Huff II, Samuel Helms III, Alton Mabb Jr., Wally David, and Charles Straw.

Section 2. The term of office for each member of the Board is as follows:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	William Huff II	2022
2	Samuel Helms III	2024
3	Alton Mabb Jr.	2024
4	Wally David	2024
5	Charles Straw	2022

Section 3. Seat 1, currently held by William Huff II, and Seat 5, currently held by Charles Straw, are scheduled for the General Election in November 2022.

Section 4. Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

Section 5. The term of office for the individuals to be elected to the Board in the November 2022 General Election is four years.

Section 6. The new Board members shall assume office on the second Tuesday following their election.

Section 7. The District hereby instructs the Supervisor to conduct the District's General Elections. The District understands that it will be responsible to pay for its proportionate share of the general election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

**PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF JANUARY, 2022.**

**BAINEBRIDGE  
COMMUNITY DEVELOPMENT  
DISTRICT**

---

CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

---

SECRETARY/ASSISTANT SECRETARY

*Consideration of Proposals for  
Repair/ Replacement Fitness  
Equipment  
(Under Separate Cover)*

**AUDIENCE COMMENTS  
AND SUPERVISOR  
REQUESTS**

# ADJOURNMENT