



Rizzetta & Company

# **Bainebridge Community Development District**

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**Board of Supervisors' Meeting  
September 15, 2022**

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

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

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT AGENDA

Bainebridge Amenity Center, 15855 Twin Creek Drive, Jacksonville, FL 32218

<b>District Board of Supervisors</b>	William Huff Samuel Helms Charles Straw Alton Mabb Wally David	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Lesley Gallagher	Rizzetta & Company, Inc.
<b>District Counsel</b>	Katie Buchanan	Kutak Rock LLP
<b>District Engineer</b>	Vince Dunn	Dunn & Associates

**All Cellular phones and pagers must be turned off while in the meeting room.  
The District Agenda is comprised of five different sections:**

The **regular** meeting will begin promptly at **6:00 p.m.** with the first section which is called **Audience Comments on Agenda Items**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The fourth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (904) 436-6270 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs and provides members of the audience the opportunity to comment on matters of concern to them that were not addressed during the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

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

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

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

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

September 7, 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, September 15, 2022 at 6:00 p.m.** at the Bainebridge Amenity Center, located at 15855 Twin Creek Drive, Jacksonville, Florida 32218. The following is the **final** 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' Meeting held July 21, 2022.....Tab 1
  - B. Ratification of the Operation and Maintenance Expenditures for June and July 2022.....Tab 2
5. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Amenity Manager
    1. First Coast CMS Report.....Tab 3
  - D. Landscape Inspection Report.....Tab 4
  - E. Landscape Manager
    1. Brightview Landscape Report.....Tab 5
  - F. District Manager
    1. Charles Aquatics Service Report.....Tab 6
    2. Fountain Service Report.....Tab 7
6. **BUSINESS ITEMS – PART A**
  - A. Consideration of Renewal Proposal from First Coast CMS.....Tab 8
  - B. Consideration of Renewal Proposal from Brightview Landscape.....Tab 9
  - C. Consideration of Renewal Proposal from Charles Aquatics.....Tab 10
  - D. Ratification of FY 23 District Insurance Policy Renewal.....Tab 11
  - E. Consideration of Resolution 2022-06; Setting the Date, Time and Location of FY 23 Meetings.....Tab 12
  - F. Consideration of Proposals from Oak Wells Pools.....Tab 13
  - G. Consideration of Proposal for Waste Removal Services at Amenity Center.....Tab 14
  - H. Acceptance of Third Addendum – Contract for Professional District Services.....Tab 15
  - I. Consideration of Proposals for A/C Repair and Preventative Maintenance (under separate cover)

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

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**7. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**

**8. BUSINESS ITEMS – PART B**

- A. Discussion Regarding Security Options (Per FL Statutes 119.071(3)(a) and 281.301, this portion may be closed to the public.)

**9. ADJOURNMENT**

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

Very truly yours,

*Lesley Gallagher*

Lesley Gallagher  
District Manager



## **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, July 21, 2022 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>
Alton Mabb	<b>Board Supervisor, Assistant Secretary</b>
Wally David	<b>Board Supervisor, Assistant Secretary</b>
Charles Straw	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Katie Buchanan	<b>District Counsel, Kutak Rock, LLC</b>
Tony Shiver	<b>President, First Coast CMS</b>
Chris Ernst	<b>Account Manager, BrightView Landscaping</b>
David Taylor	<b>District Engineer (via speaker phone)</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 Special Meeting  
held on April 21, 2022**

On a motion by Mr. Helms, seconded by Mr. Helms, with all in favor, the Board approved the Minutes of the Board of Supervisors Regular Meeting held on April 21, 2022 for Bainebridge Community Development District.

**FIFTH ORDER OF BUSINESS****Ratification of the Operation and  
Maintenance Expenditures for March,  
April, and May 2022**

On a motion by Mr. Mabb, seconded by Mr. David, with all in favor, the Board ratified the Operation and Maintenance Expenditures for March in the amount of \$24,339.52, April in the amount of \$17,862.49, and May 2022 in the amount of \$25,059.87, for Bainebridge Community Development District.

**SIXTH ORDER OF BUSINESS****Staff Reports**

- A. District Counsel  
No report at this time but Ms. Buchannan was available to answer questions.
- B. District Engineer
  - 1.) Ratification of Stormwater Analysis

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

- C. Amenity Manager  
Mr. Shiver updated the Board that he had an onsite meeting with Oak Wells pools this week. Oak Wells will be providing a proposal to add fans to prevent thermal overload tripping of pool equipment as well as providing a proposal for a secondary chemical feeding system. Mr. Shiver also noted that concerns regarding the beam separation may actually be related to the need for an expansion joint and Oak Wells will also be providing a proposal to excavate the area to be certain that it is not related to a root from the bottle brush.

On a motion by Mr. David, seconded by Mr. Helms, with all in favor, the Board authorized posts to be installed to hold the shepherd's hook, for Bainebridge Community Development District.

Mr. Shiver also updated the Board regarding concerns that he has about Republic Services not emptying the dumpster at the facility. While they have issued credits for missed services, Mr. Shiver will continue to monitor and update the Board

79 should a change in service provider be required. Counsel encouraged staff to  
80 document in writing the service deficiencies.

81  
82 D. Landscape Inspection Report  
83 There was no Report.

84  
85 E. Landscape Manager  
86 1.) Brightview Landscape Report  
87 Mr. Ernst briefly reviewed his report and noted that the weed control at the entry  
88 and facility would be completed tomorrow.

89  
90 F. District Manager Report  
91 1.) Charles Aquatics Report  
92 Ms. Gallagher reviewed her report and requested direction on JSO services going  
93 into September.  
94

On a motion by Mr. David, seconded by Mr. Helms, with all in favor, the Board authorized services to remain the same through September 2022, for Bainebridge Community Development District.

95  
96 The Board noted that they would discuss further at the September meeting and  
97 confirmed that they would like that published notice to include a closed section of  
98 the meeting to discuss security.

99  
100 The Chairman noted that there will be a seat declared vacant in November.  
101 Interested candidates should forward their statements of interest to the District  
102 Manager.

## 103 SEVENTH ORDER OF BUSINESS

## 104 Public Hearings on Fiscal Year 2022- 105 2023 Budget and Assessments

106  
107 The public hearings on the FY22/23 budget and assessments were  
108 opened together.  
109

On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board opened the public hearings for FY 22/23 Budget and Assessments, for Bainebridge Community Development District.

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111 Ms. Gallagher reviewed the updates on the proposed budget, which as  
112 proposed would result in an increase of \$44.92 per assessment. The  
113 Board then took public comment.  
114

On a motion by Mr. Mabb, seconded by Mr. Straw, with all in favor, the Board closed the public hearings for FY 22/23 Budget and Assessments, for Bainebridge Community Development District.

- 1.) Consideration of Resolution 2022-04; Approving Fiscal Year 2022-2023 Budget.

On a motion by Mr. Straw, seconded by Mr. Helms, with all in favor, the Board adopted resolution 2022-04; Approving the FY 22/23 Budget as presented, for Bainebridge Community Development District.

- 1.) Consideration of Resolution 2022-05; Imposing Special Assessments and Certifying the Assessment Roll.

On a motion by Mr. David, seconded by Mr. Helms, with all in favor, the Board adopted resolution 2022-05; Imposing Special Assessments and Certifying the Assessment Roll, for Bainebridge Community Development District.

## EIGHTH ORDER OF BUSINESS

### Supervisor Requests and Audience Comments

No supervisor comments.

Audience had comments on the following items:

- Pool maintenance
- Assessment increase – Ms. Gallagher confirmed the increase was \$44.92 per assessment.
- Pond issues
- Dog park
- Creek
- Hazardous trees on private property
- New community next door
- Buckets on activity feature

## NINETH ORDER OF BUSINESS

### Adjournment

On a motion by Mr. Mabb, seconded by Mr. Straw, with all in favor, the Board adjourned the meeting at 6:59 p.m. for Bainebridge Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

DRAFT

## **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**

**June 2022**

### **Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2022 through June 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$20,281.53**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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



# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

June 1, 2022 Through June 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	003730	7905134	Landscape Maintenance 06/22	\$ 3,002.00
City of Jacksonville	003736	ARS22052428	Sheriff's Office City Fees 04/22	\$ 176.00
Comcast	2022-06-01	8495741202010530	Amenity Cable/Phone/Internet 06/22	\$ 339.09
Daily Record & Observer, LLC	003740	Ad #22-04008D 06/23/22	Legal Advertising 06/22	\$ 994.77
Dean Thomas Fallis	003732	060122-BBa	Security Services 05/22	\$ 1,200.00
First Coast Contract Maintenance Service LLC	003737	6691-	Monthly Pool, Janitorial & Maintenance 06/22	\$ 4,154.95
Fitness Pro	003738	27696	Gym Equipment Repairs 06/22	\$ 340.00
JEA	2022-06-02	4849510511 5/22	15855 Twin Creek Dr/15700 Bainbridge Dr 05/22	\$ 1,562.38
Kutak Rock LLP	003733	3054484	Legal Services 04/22	\$ 923.05
Michael W Tomberg	003734	060122-BBb	Security Services 06/22	\$ 530.00
NewAgeTutors LLC DBA VGlobalTech	003739	3926	Website ADA Compliance 06/22	\$ 250.00
NewAgeTutors LLC DBA VGlobalTech	003739	3938	Audits Quarterly ADA & WCAG 06/22	\$ 400.00
Republic Services of Florida	2022-06-03	0687-001227771	Waste Disposal Services 06/22	\$ 189.73

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

June 1, 2022 Through June 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	003731	INV0000068649	District Management Fees 06/22	\$ 4,722.17
Rizzetta & Company, Inc.	003741	INV0000069280	Mass Mailing - Notices for assessment budget hearing 06/22	\$ 1,097.39
Tramell L Williams	003735	060122-BB	Security Services 05/22	<u>\$ 400.00</u>
<b>Report Total</b>				<u><b>\$ 20,281.53</b></u>

# **BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

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

WWW.BAINEBRIDGECDD.ORG

## **Operation and Maintenance Expenditures**

**July 2022**

### **Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2022 through July 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$36,102.27**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Alton Mabb Jr.	003760	AM072122	Board of Supervisors Meeting 07/21/22	\$ 200.00
BrightView Landscape Services, Inc.	003746	7954205	Landscape Maintenance 07/22	\$ 3,002.00
Charles Aquatics, Inc.	003753	45331	Monthly Aquatic Management - 20 Ponds 06/22	\$ 665.00
Charles Aquatics, Inc.	003756	45579	Monthly Aquatic Management - 20 Ponds 07/22	\$ 665.00
Charles Straw	003762	CS072122	Board of Supervisors Meeting 07/21/22	\$ 200.00
City of Jacksonville	003743	ARS22062426	Sheriff's Office City Fees 05/22	\$ 176.00
Comcast	2022-07-01	8495741202010538 07/22	Amenity Cable/Phone/Internet 07/22	\$ 340.02
Dean Thomas Fallis	003747	070122-BBa	Security Services 06/22	\$ 800.00
Dunn & Associates, Inc.	003744	22-415	Engineering Services 06/22	\$ 3,500.00
Eric M. Kilis	003749	070122-BBb	Security Services 06/22	\$ 500.00
First Coast Contract Maintenance Service LLC	003758	6783	Monthly Pool, Janitorial & Maintenance 07/22	\$ 4,154.95

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<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	003754	6790	Reimbursable Expenses 05/22	\$ 3,804.14
First Coast Contract Maintenance Service LLC	003754	6819	Memorial Day Staffing and Supplies 06/22	\$ 615.71
First Place Fitness Equipment, Inc.	003755	32322	Treadmill Install 04/22	\$ 2,999.99
Florida Department of Revenue	003748	65-8016515152-1 06/22	Sales And Use Tax 06/22	\$ 24.42
JEA	2022-07-02	4849510511 06/22	15855 Twin Creek Dr/15700 Bainbridge Dr 06/22	\$ 1,835.32
Kutak Rock LLP	003750	3068582	Legal Services 05/22	\$ 353.50
Michael W Tomberg	003751	070122-BB	Security Services 07/22	\$ 530.00
NewAgeTutors LLC DBA VGlobalTech	003763	4065	Website ADA Compliance 07/22	\$ 250.00
Oak Wells Aquatics	003764	22-283	Pump Rewire/Fans Install 07/22	\$ 1,760.49
Republic Services of Florida	2022-07-03	0687-001235150	Waste Disposal Services 07/22	\$ 247.81
Rizzetta & Company, Inc.	003745	INV0000069284	District Management Fees 07/22	\$ 5,322.17

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Samuel Lincoln Helms III	003761	SH072122	Board of Supervisors Meeting 07/21/22	\$ 200.00
U.S. Bank	003752	6572439	Trustee Fees 06/01/2022-05/31/2023	\$ 3,555.75
Walter David	003757	WD072122	Board of Supervisors Meeting 07/21/22	\$ 200.00
William R. Huff II	003759	WH072122	Board of Supervisors Meeting 07/21/22	<u>\$ 200.00</u>
<b>Report Total</b>				<u><b>\$ 36,102.27</b></u>

## **Tab 3**



# **Bainebridge Community Development District**

Field Report Aug 2022

First Coast CMS LLC

08/28/2022



## ***Swimming Pool***

The pool's last Health Inspection was July 15<sup>th</sup> with several violations that were corrected.

The violations were

1. Life Ring rope frayed and needed to be replace
2. Low filter flow – pump was off and was restarted
3. Shepard's Pole was blocked behind bushes – pole was mounted to post to remedy
4. Escutcheon plate was missing around handrail – item replaced

We have also requested a proposal for the installation of a Hayward CAT 4000 chemical controller that will allow remote monitoring of the pool chemicals.

We received feedback from the community about the buckets on the activity feature not working. This was corrected by adjusting the flow to the water feature.

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

We had several weeks of missed garbage pick up by Republic Services. We requested a bill credit for the missed weeks of service. We have also obtained a proposal from Meridian Waste (attached)

We are routinely monitoring the entrance GFCI lighting outlet to make sure that it is not tripped during this wet season. We have reached out to the installer and asked for a proposal to go through the system to determine the short.

Our Staff was able to hold a successful back to school event for the community.

Hi-Tech Security Systems (previously Alpha Dog) has installed all the needed hardware to switch over to the new access system. We are still waiting on final contract agreement to be signed. We have requested a new agreement from Hi-tech.

Cornerstone was able to install the new drainage behind the storage room and our staff cleared the gutter after we noticed it was over flowing during rain.

The missing wooden window sills were replaced and painted by staff.

The A/C units are scheduled for PM Service by a new company (Donovan Heating and Air) on August 30<sup>th</sup>. We switched from Bowman because of problems with scheduling and follow up on service.

The Community Entrance Sidewalks, Amenity Center Sidewalks, and Tennis Courts were pressure washed on July 19<sup>th</sup> as scheduled.

## **Tab 4**

# BAINEBRIDGE

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## FIELD INSPECTION REPORT



July 29, 2022  
Rizzetta & Company  
Jason Liggett- Field Services Manager



Rizzetta & Company  
Professionals in Community Management



## General Updates, Recent & Upcoming Maintenance Events

- ❖ Improve the soft edging throughout district bed spaces.

The following are action items for Brightview to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Black, bold and underlined text represents updates or questions for the BOS.**

1. Remove the sucker growth form the Crape Myrtles along Pecan Park to the east of the main entrance to the district.
2. During visits make sure that the crew are soft edging the plant beds at the main entrance to the community.
6. Remove the taller weeds on the inbound side of the main entrance in the Desert Roses.
7. Eradicate the crack weeds in the road gutters at the main entrance to the community.
8. Trim the Washingtonian palms at the entrance to the clubhouse.(Pic 8)



3. Diagnose and treat the decline in the Coontie palms at the center island at the main entrance.
4. Remove the weeds in the Parsoni Juniper in the center island at the main entrance to the community remove taller weeds by hand.
5. During weekly visits remove the commercial signage at the main entrance to the community.
9. During my inspection, the Podocarpus around the amenity center building has improved. Continue to keep an eye on these.
10. **Provide the district a price to remove the Hollie tree to the front right of the community center. This tree will neve be able to hold itself up and is a liability if it was to fall on someone.(Pic 10 Next Page)**



# Bainebridge Dr., Rachel Creek, Clubhouse



## **Tab 5**



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

## MEMORANDUM

DATE: September 6, 2022

TO: Bainebridge

ATTN: Board of Directors

FROM: Chris Ernst

RE: Landscape Report

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### **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.

Had issues with mowing due to being too wet.

### **Irrigation**

Monthly inspection repairs approved and repaired.

### **Agronomics**

The turf will be treated in September. It will include an insecticide, fungicide, and fertilizer.



They will also be doing a blanket coverage for weed control. The treatment also will include a chinch bug treatment as well

### **Enhancements**

Fall flowers will be installed at the beginning of October.

### **Arbor Care**

No new news to report

## Proposal for Extra Work at Bainebridge CDD

Property Name	Bainebridge CDD	Contact	Lesley Gallagher
Property Address	15855 Twin Creek Drive Jacksonville, FL 32218	To	Bainebridge CDD
		Billing Address	c/o Rizzetta & Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name      Ligustrum tree replacement

Project Description    Replace dying ligustrum tree at entrance

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Prep area by removing debris from stump grindings and shovel grading. Dispatch of crew
25.00	EACH	Muhly grass 3 gal. installed.
13.00	EACH	Brown mulch installed
1.00	LUMP SUM	Make irrigation adjustments and modifications to ensure proper coverage.

For internal use only

**SO#**                      7917238

**JOB#**                  346101085

**Service Line**        130

**Total Price**                      \$2,153.77

#### THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Customer and its agents and employees from and against any third-party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
10. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

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

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

### Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

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

### Customer

**District Manager**

Signature \_\_\_\_\_ Title \_\_\_\_\_

**Lesley Gallager**

**September 06, 2022**

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**BrightView Landscape Services, Inc. "Contractor"**

**Associate Account Manager**

Signature \_\_\_\_\_ Title \_\_\_\_\_

**Christopher R. Ernst**

**September 06, 2022**

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**Job #:** 346101085

**SO #:** 7917238

**Proposed Price:** \$2,153.77

## **Tab 6**



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6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

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## Service Report

**Date:** August 10, 2022

**Aquatic Tech:** Bill Fuller

**Client:** Bainebridge CDD

**Contact:** Lesley Gallagher

**Waterways:** Twenty ponds.

**Comments:** 93° F Winds 4 mph

**Pond 1:** Pond was an 8 (good). No invasive species noted.



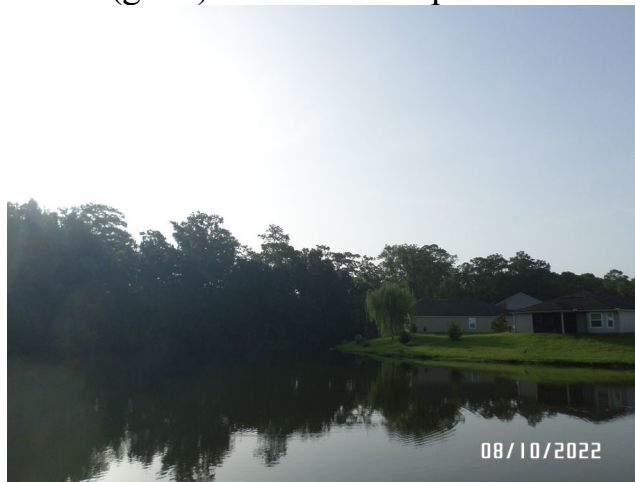
**Pond 2:** Pond was a 5 (fair). Treated for perimeter vegetation.



**Pond 3:** Pond was a 9 (very good). No invasive species noted.



**Pond 4:** Pond was an 8 (good). No invasive species noted.



**Pond 5:** Pond was an 8 (good). Minor perimeter vegetation...lost photo?

**Pond 6:** Pond was an 8 (good). No invasive species noted.





**Pond 7:** Pond was a 9 (very good). No invasive species noted.



**Pond 8:** Pond was an 8 (good). No invasive species noted.

**Pond 9:** Pond was a 9 (very good). No invasive species noted...Camera broke.

**Pond 10:** Pond was an 8 (good). Had a good kill on the algae.



**Pond 11:** Pond was a 9 (very good). No invasive species noted.





**Pond 12:** Pond was a 3 (poor). We were able to treat for perimeter vegetation and parrot feather. No boat access.



**Pond 14:** Pond was a 5 (fair). Treated for Spike rush and water grass.



**Pond 15:** Pond was a 9 (very good). No invasive species noted.





**Pond 16:** Pond was a 7 (overall good). Had a good kill on the algae.



**Pond 17:** Pond was a 9 (very good). No invasive species noted.



**Pond 18:** Pond was a 9 (very good). No invasive species noted.



**Pond 19:** Pond was an 8 (good). Had a good kill on the algae.



**Pond 20:** Pond was an 8 (good). Minor vegetation decaying.



## **Tab 7**



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6869 Philips Parkway Drive South, Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

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## Service Report

**Date:** August 1, 2022

**Fountain Tech:** Tom Hair

**Client:** Bainebridge CDD

**Contact:** Lesley Gallagher & Kelly Mailhot

**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.

### **Replaced 2 light bulbs**



**Please contact our office with any further questions or comments.**

## Tab 8



First Coast Contract Maintenance Service LLC.  
352 Perdido St  
St Johns, FL 32259

(PH) 904-537-9034  
(FX) 904-485-8089



Aug 88th, 2022

**Prepared For: Lesley Gallagher  
Rizzetta & Company Inc.**

**Prepared By: Tony Shiver  
President First Coast CMS LLC**

## **Proposal:**

First Coast Contract Maintenance Service LLC, is a maintenance and janitorial service company designed to assist overburdened property management companies with the day to day management of onsite maintenance task and personnel. With a dedicated maintenance manager directing onsite workers and job task, Owners/Management can focus on the other aspects of the property.

A few ways First Coast CMS outmatches traditional onsite maintenance and janitorial staffs are:

- Immediate coverage when needed for emergencies
- Assist Managers in locating outside contractors when the job calls for it.
- Support for larger jobs for instances that more workers are needed.
  - i.e. clean up after extreme weather
- Records of maintenance task performed and recommendations for projects and preventative maintenance
- Technicians are NSPF Certified Pool Operators, eliminating the need for traditional pool service companies.

- No need to worry about payroll, insurance, or workers compensation, it's all covered!

Each property is evaluated and a maintenance and janitorial program is created to accommodate whatever the needs may be.

## **Property: Bainbridge Estates CDD**

### **Scope:**

#### **Janitorial (\$456.56)**

- Empty all trash cans on site and replace liners
- Clean all glass windows and doors inside and out
- Clean all windowsills
- Vacuum all carpeted areas. Sweep and mop all resilient floors
- Sanitize all sinks, faucets, and countertops
- Wipe down all fitness equipment with germicide spray
- Clean light fixtures, A/C vents, ceiling fans and any window treatment (as needed)
- Clean and sanitize all toilets, urinals, and diaper changing stations
- Clean all mirrors and stainless fixtures
- Restock all paper products, soaps, and restroom toiletries
- Blow off pool patio and keep free of debris
- Wipe down pool chairs and chaise lounges
- Wipe down patio tables and water fountains
- Police all common area property (clubhouse, playground, tennis court, pool and entrance) for trash

#### **Pool (833.35)**

Our certified technician will be responsible for and maintaining correct water chemistry in the swimming pool. A series of water tests will be conducted at each visit. The results of these tests will be interpreted and used to determine the chemicals needed to maintain and assure purity and water balance as recommended by the NSPF and required by the State of Florida.

In addition, the technician will be responsible for cleaning the filter, pump and skimmer baskets as needed. The technician will also be responsible for general maintenance and adjustment of pool equipment as needed. The pool will be vacuumed regularly and surface water skimmed to remove floating debris. The technician will manually clean pool steps and tiles as needed.

The pool will be inspected regularly and anything that appears to be in violation of the state pool code will either be corrected, or management notified of the violation so it can be corrected as soon as possible.

A manually written record will be kept showing activities of the pool, as well as a full test kit onsite at all times. Entries will show water test, chemicals added, filter condition, and whatever maintenance task performed on the pool that day. The routine chemical test performed by the technician will be Free Chlorine Residual, pH, Acid Demand, Total Alkalinity, Calcium Hardness, and Cyanuric Acid.

Any repairs or additional work will be charged for extra. This includes work on mechanical seals, bearings, gaskets, light bulbs, or any other part of the pool that is not “routine” pool maintenance.

Any chemicals and filter media used to properly treat and balance the pool are not covered and will be invoiced monthly.

### **Common Area Maintenance (\$ 300.49)**

Three hours per week will be dedicated to general facilities maintenance and repair. The onsite personnel may repair any minor issue that 1) does not require a trade license 2) Is not covered under another contract 3) Can be completed within the allotted time frame, and 4) Does not require prior approval from management. Materials for repairs are not covered and will be submitted for reimbursement. Management will be notified about any issue that can’t be repaired “in house” or requires invoicing upon completion.

### **Staffing (\$ 2730.75)**

The option below is for providing the district with an onsite staff member. The staff member’s duties will include setting up activities for the community, janitorial duties, and other activities decided by the amenity manager.

Multiple staff members working (40 hrs total) weekly, plus current services

In consideration for providing personnel onsite for *Janitorial, Maintenance Pool and staffing* services, minimum three visits a week and as needed for emergencies, provided by the Contractor, First Coast CMS LLC, remuneration to the order of **\$4321.15 per month** is to be paid on the first of every month.

If agreed upon, a contract would be drafted and signed by both parties specifying details and could be terminated at any time by either party given a 60 day written notice. This proposal is meant to be in effect for a period of 24 months from signed date. There will be an automatic 3% increase after 12 months.



Thank you for your consideration and we hope to do business with your organization.

Tony Shiver  
President  
First Coast CMS LLC.

## **Tab 9**

## LANDSCAPE SERVICES AGREEMENT

**Date:** September 6, 2022

**BrightView:** BrightView Landscape Services, Inc.

**Client:** Bainbridge Community Development District

**Contract Start Date:** September 1, 2022

**Contract End Date:** August 31, 2024

**Service Fee\*:** \$37,116.00

\*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 (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) or (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 BrightView 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) 5% 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) In the event that, during the performance of services, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the services increases by more than twenty percent (20%) over the Variable Costs on the date of execution of this Agreement, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs. All cost increases shall be documented by BrightView.
- (g) 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 90 days' 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 Client's responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client. Furthermore, and without limiting any of the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, BrightView may also elect, in

its sole discretion, to suspend Services for any other Agreement between Client and BrightView. In addition to the foregoing, any BrightView affiliate may also suspend Services for any other Agreement between Client and BrightView affiliate.

- (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 Delaware 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.

- (k) Unless otherwise expressly provided in a provision that cross-references this Section 8(k), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: the Agreement, an exhibit to the Agreement, an SOW and an exhibit to that SOW.

**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: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**With a copy to:**

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

**If to Client:**

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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](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](http://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.

This document is incorporated into the Landscape Services Agreement by this reference. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

Landscape Site Name:*	Bainebridge CDD	Landscape Site Location:	15855 Twin Creek Dr, Jacksonville, FL 32218
Client Business Name:	Rizzetta and Company	Client Contact Name:	Lesley Gallagher
Client Contact Telephone:	904.436.6270	Client Contact Email:	LGallagher@rizzetta.com
Billing Business Name:	Bainebridge CDD	Billing Contact Name:	Lesley Gallagher
Billing Contact Telephone:	904.436.6270	Billing Contact Address:	2806 North Fifth Street Unit 403 St. Augustine, Florida 32084
BrightView Contact Name:	Rodney Hicks	BrightView Contact Telephone:	(904) 545 1876

BrightView shall email all invoices to the Billing Email above. Client is responsible to notify BrightView immediately regarding any change to the Billing Email. Client shall pay all invoice within the payment terms outlined below.

**Table A: Recurring Service Fee:**

<b>Total Recurring Service Fee</b>
<b>\$ 3,093.00 per month</b>
<b>\$ 37,116.00 per year</b>

Client shall pay the Recurring Service Fee to BrightView through monthly payments. Excluding Pro-rated Recurring Service Fees which will be billed monthly in accordance with above, the Recurring Service Fee shall be payable in 12 equal monthly installments, beginning in the month of (the "Monthly Installment Plan"). Monthly invoices will be dated the 1<sup>st</sup> of each month for which service is to be performed, and payments are due no later than the 15th calendar day of the month.

**Table B: Per Occurrence Service Fee Schedule as follows :**

Per Occurrence Service Fee Schedule should only be used to denote services that are not part of Table A: Recurring Service Fee.

Per Occurrence Service	# of Occurrences per a Term	Per Occurrence Service Fee*	Total Per Occurrence Service Fee*
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Any Per Occurrence Service Fee shall be invoiced upon the completion of the Per Occurrence Service and Client shall pay the invoice within thirty (30) days of the invoice date.

---

**Scope of Landscape Services**

**Description of Services (attach diagrams if necessary):**

**LANDSCAPE MANAGEMENT**

Base Management Monthly Price	\$ 1,815.00
Base Management Yearly Fee	\$ 21,780.00

Base 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	\$ 181.00
Fertilizer/Pest Control/Weed Control Yearly Fee	\$ 2,172.00

Agronomics Management pricing includes:

- 5x Turf Fertilization
- Turf Insect Control as needed
- Turf Weed Control as needed
- 2x Shrub and Groundcover Fertilization
- Shrub and Groundcover Insect Control as needed

Irrigation Inspection Service Monthly Price	\$ 153.00
Irrigation Inspection Service Yearly Fee	\$ 1,836.00

Irrigation Inspection pricing includes:

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



Annual Installation Monthly Price	\$ 235.00
Annual Installation Yearly Fee	\$ 2,820.00

Annual Installation pricing Includes:

- Install 4" annuals 4x/year
- Prep and cleanup is included in price

Mulch Application Monthly Price	\$ 571.00
Mulch Application Yearly Fee	\$ 6,852.00

Mulch pricing includes:

- 1x/year application of Grade A Mulch
- Prep and cleanup is included in the price
- 65 cubic yards Mulch per application 20 yards of engineered playground mulch

Palm Pruning Monthly Price:	\$ 138.00
Palm Pruning Yearly Fee	\$ 1,656.00

Palm Pruning pricing includes:

- Removing dead fronds and bloom spikes 1x per year from all palms
- Equipment & Dump Fees

**Total Monthly Price           \$ 3,093.00**

**Total Yearly Fee Total       \$ 37,116.00**

# PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT

## **SCOPE OF WORK:**

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

## **LAWN CARE:**

### Mowing and Edging:

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety taking into account the season. Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn. Edges shall be trimmed to maintain a neat appearance. Outside of focal areas, edging surfaces will alternate between hard surfaces and bed lines weekly.

### Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turf grass.

### Disease control:

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

### Insect control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost. Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

### Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when they are present in St Augustine. The only control of these weeds is to treat infested turf with non-selective products such as Roundup. These treatments require the resodding which will be quoted at additional charge.

## **GROUND COVER AREA/SHRUB AREAS:**

### **Edging:**

Edge ground cover as needed to keep within bounds and away from obstacles.

### **Pruning:**

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

### **Weed Control:**

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

### **Fertilization:**

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

### **Fungicide:**

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.

### **Pesticide:**

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

### **Control of imported pests:**

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

## **TREE CARE:**

### **Pruning:**

Height limitation for tree pruning covered in the specification is 8 feet. On trees over 8 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 10 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary.

### **Staking:**

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

### **Palm Pruning:**

Dead or dying fronds should be removed annually. It is best to leave healthy fronds when possible and defer to specific pruning methods and finished cuts per palm type.

## **MULCHED AREA:**

Mulched areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. Mulch beds should be replenished with up to 2" of mulch annually. In those areas with excessive mulch build up, alternatives will be discussed with the client.

**IRRIGATION SYSTEM:**

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency.

Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments on other than regularly scheduled visits, a minimum charge of \$75.00 emergency calls will apply.

**DEBRIS CLEANUP:**

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes heavy leaf fall pickup from parking areas, sidewalks, pools, etc.

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## **Tab 10**



## Aquatic Management Agreement

This **Agreement** dated **effective to start** October 1, **2022**, 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**".

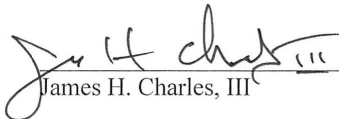
1) **Charles Aquatics, Inc.**, agrees to provide aquatic management services in accordance with the terms and conditions of this **Agreement** and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this **Agreement** at the following location(s): 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) <b>Monthly Aquatic Management Services</b>	<b>\$ 665./mo.</b>
b) Free Call back service within 24 hours	<b>\$ <u>Included</u></b>
c) Comprehensive Service Reports following each treatment	<b>\$ <u>Included</u></b>
d) Pollution Liability Insurance	<b>\$ <u>Included</u></b>
e) <b>Grass Carp stocking (Upon Approval)</b>	<b>\$ <u>8.00/fish</u></b>
f) <b>Permitting for Grass Carp</b>	<b>\$ <u>Included</u></b>
g) <b>Aluminum Fish Barrier Fabrication &amp; Installation</b>	<b>\$ <u>45./s.f.</u></b>

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, 2022.**

## **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 algaecides to control aquatic weeds and algae. When necessary and prior to treatment with aquatic herbicides or algaecides, 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.

- |  | <b>YES</b>               | <b>NO</b>                | <b>INITIALS</b> |
|--|--------------------------|--------------------------|-----------------|
| 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 algaecides 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 <b>Charles Aquatics, Inc.</b> is treating.  | <input type="checkbox"/> | <input type="checkbox"/> | _____           |
| h) <b>CLIENT</b> agrees to provide <b>Charles Aquatics, Inc.</b> additional details on any conditions (s) checked "YES" in boxes adjacent subparagraphs (a) through (g) above on the spaces below: |                          |                          |                 |

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- 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, 2022**

- 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.)

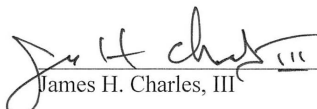
I do ☐ I do not ☐ pre-authorize Charles Aquatics, Inc. to replace lightbulbs during the maintenance visit. Each lightbulb is \$30. per bulb.

**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 11**



## 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 nearly 1,000 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.

### **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](http://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, 2022 to October 1, 2023

Quote Number: 100122602

## PROPERTY COVERAGE

### SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$1,837,792
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**

**\$9,849**

**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

## CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
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

## Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0



## 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, 2022 to October 1, 2023**

**Quote Number: 100122602**

### PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$9,849
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,341
Public Officials and Employment Practices Liability	\$5,627
Deadly Weapon Protection Coverage	Included
<b>TOTAL PREMIUM DUE</b>	<b>\$18,817</b>

#### 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)



**PARTICIPATION AGREEMENT**  
**Application for Membership in the Florida Insurance Alliance**

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2022, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Bainebridge Community Development District

\_\_\_\_\_  
(Name of Local Governmental Entity)

By: \_\_\_\_\_  
Signature Print Name

Witness By: \_\_\_\_\_  
Signature Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2022

By: \_\_\_\_\_  
Administrator



## 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	\$1,837,792	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: \_\_\_\_\_

**Bainebridge Community Development District**

Policy No.: 100122602  
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
1	Irrigation Systems		2008	10/01/2022	\$20,000		
	15855 Twin Creek Dr Jacksonville FL 32218		Pump / lift station	10/01/2023		\$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
2	Pool in Ground w/Splash Pad Equipment & Pumps		2008	10/01/2022	\$400,600		
	15855 Twin Creek Dr Jacksonville FL 32218		Below ground liquid storage tank / pool	10/01/2023		\$400,600	
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
3	Pool Patio Furniture		2008	10/01/2022	\$30,000		
	15855 Twin Creek Dr Jacksonville FL 32218		Frame	10/01/2023		\$30,000	
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
4	Pool Fence (Metal)		2008	10/01/2022	\$19,640		
	15855 Twin Creek Dr Jacksonville FL 32218		Frame	10/01/2023		\$19,640	
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
5	Gazebo		2008	10/01/2022	\$25,450		
	15855 Twin Creek Dr Jacksonville FL 32218		Frame	10/01/2023		\$25,450	
	Pyramid hip			Asphalt shingles			
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
6	Recreational Court also including 1/2 court basketball		2008	10/01/2022	\$45,580		
	15855 Twin Creek Dr Jacksonville FL 32218		Non combustible	10/01/2023		\$45,580	
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
7	Fountain(s)		2008	10/01/2022	\$14,300		
	Bainebridge Dr Jacksonville FL 32218		Pump / lift station	10/01/2023		\$14,300	

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Bainebridge Community Development District**

Policy No.: 100122602  
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	10/01/2022	\$27,486			
	Bainebridge Dr Jacksonville FL 32218		Waterfront structures	10/01/2023			\$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	10/01/2022	\$15,000			
	Bainebridge Dr Jacksonville FL 32218		Electrical equipment	10/01/2023			\$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	10/01/2022	\$44,850			
	15855 Twin Creek Dr Jacksonville FL 32218		Electrical equipment	10/01/2023			\$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	10/01/2022	\$13,800			
	15855 Twin Creek Dr Jacksonville FL 32218		Non combustible	10/01/2023			\$13,800	
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	10/01/2022	\$20,000			
	15855 Twin Creek Dr Jacksonville FL 32218		Electrical equipment	10/01/2023			\$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	10/01/2022	\$6,000			
	15855 Twin Creek Dr Jacksonville FL 32218		Electrical equipment	10/01/2023			\$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	10/01/2022	\$6,000			
	15855 Twin Creek Dr Jacksonville FL 32218		Electrical equipment	10/01/2023			\$6,000	

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Bainebridge Community Development District**

Policy No.: 100122602  
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	
15	Amenity Center /Clubhouse		2008	10/01/2022	\$855,800		\$939,200	
	15855 Twin Creek Dr Jacksonville FL 32218		Frame	10/01/2023	\$83,400			
	Cross gable			Asphalt shingles				
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	
16	Tot Lot		2008	10/01/2022	\$47,711		\$47,711	
	15855 Twin Creek Dr Jacksonville FL 32218		Non combustible	10/01/2023				
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	
17	Gas Grill		2008	10/01/2022	\$6,000		\$6,000	
	15855 Twin Creek Dr Jacksonville FL 32218		Non combustible	10/01/2023				
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	
18	PVC Perimeter Fencing and Masonry Columns		2008	10/01/2022	\$116,240		\$116,240	
	Bainebridge Dr & Pecan Park Rd Jacksonville FL 32218		Non combustible	10/01/2023				
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	
19	Entry Features		2020	10/01/2022	\$39,935		\$39,935	
	Bainebridge Dr & Pecan Park Rd Jacksonville FL 32218		Non combustible	10/01/2023				
			Total:	Building Value \$1,754,392		Contents Value \$83,400		Insured Value \$1,837,792

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_





Inland Marine Schedule

***Bainebridge Community Development District***

Policy No.: 100122602  
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	10/01/2022 10/01/2023	\$7,000	\$1,000
				Total	\$7,000	

Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **Tab 12**

## **RESOLUTION 2022-06**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2022/2023, 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 District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority or authorities a schedule of its regular meetings; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District's meetings.

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

1. The Fiscal Year 2022/2023 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with Section 189.015(1), Florida Statutes.

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

**PASSED AND ADOPTED THIS 15<sup>th</sup> DAY OF SEPTEMBER, 2022.**

**BAINEBRIDGE COMMUNITY  
DEVELOPMENT DISTRICT**

---

**CHAIRMAN / VICE CHAIRMAN**

**ATTEST:**

---

**SECRETARY / ASST. SECRETARY**

**EXHIBIT "A"**  
**BOARD OF SUPERVISORS MEETING DATES**  
**BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2022/2023**

**November 17, 2022**

**January 19, 2023**

**March 16, 2023**

**April 20, 2023**

**July 20, 2023**

**September 21, 2023**

All meetings will convene at 6:00 p.m., and will be held at the Bainebridge Amenity Center, 15855 Twin Creek Drive, Jacksonville, Florida 32218

## **TAB 13**



Oak Wells Aquatics  
8608 Beach Blvd  
Jacksonville, FL 32216  
Tel (904) 619-3281  
Cell [904] 247-7873  
Tony Hall CPC1458530  
[Tony@oakwellsaquatics.com](mailto:Tony@oakwellsaquatics.com)  
[www.oakwellsaquatics.com](http://www.oakwellsaquatics.com)

**Tony Shiver/ First Coast CMS**

**Bainebridge CDD**

**15855 Twin Creek Dr.**

**Jacksonville, FL. 32218**

**Proposal:**

**CATPP400WIFI ORP CONTROLLER , WITH INSATLLATION: \$4595.09**

**2 45m5 STENNNER PUMPS WITH INSTALLATION: \$1,340.08**

**Total: \$5,935.17**

**Scope of Work:**

**Order and install controller.**

**Activate and set controls.**

**Install two 45m5 Stenner pumps, one for the chorine and one for the PH control**

**Building Materials Price Escalation and Supply Chain Delays:** If, during the performance of the Work, the price of building material significantly increases, through no fault of the Contractor, the price shall be equitably adjusted by an amount reasonably necessary to cover the actual price increases, without any markup for profit or overhead. As used herein, a significant price increase shall mean an increase of 5% or more in the price of any building materials from the date of the Contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of material is delayed, through no fault of the Contractor, as a result of the shortage or unavailability of building materials and/or supply chain issues, the Contract price and/or time shall be equitably adjusted for the actual additional costs and/or time associated with such delay(s).

**Owner:**

By: \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Signature: \_\_\_\_\_





Oak Wells Aquatics  
8608 Beach Blvd  
Jacksonville, FL 32216  
Tel (904) 619-3281  
Cell [904] 247-7873  
Tony Hall CPC1458530  
[Tony@oakwellsaquatics.com](mailto:Tony@oakwellsaquatics.com)  
[www.oakwellsaquatics.com](http://www.oakwellsaquatics.com)

**Tony Shiver/ First Coast CMS**

**Bainbridge CDD**

**15855 Twin Creek Dr.**

**Jacksonville, FL. 32218**

**Proposal:**

**Scope of Work:**

- Partial Drain
- Remove approximately 30 pieces of copings, clean and grind off concrete and reset to beam
- Reset the no dive marker tiles and 5 FT marker tiles
- 36 Sapphire blue 6x6 gutter wall tiles demoed out, replaced with like tiles and grouted in and cleaned
- Clean and remove all debris and leave site as found.
- Start the pool refilling process.

**Grand Total \$ 3,506.58**

**Building Materials Price Escalation and Supply Chain Delays:** If, during the performance of the Work, the price of building material significantly increases, through no fault of the Contractor, the price shall be equitably adjusted by an amount reasonably necessary to cover the actual price increases, without any markup for profit or overhead. As used herein, a significant price increase shall mean an increase of 5% or more in the price of any building materials from the date of the Contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of material is delayed, through no fault of the Contractor, as a result of the shortage or unavailability of building materials and/or supply chain issues, the Contract price and/or time shall be equitably adjusted for the actual additional costs and/or time associated with such delay(s).

**Owner:**

By: \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Signature: \_\_\_\_\_





## **TAB 14**



## SERVICE AGREEMENT

Account No: \_\_\_\_\_

PO# \_\_\_\_\_

AGREEMENT NUMBER \_\_\_\_\_

LEGAL COMPANY NAME - INVOICE TO \_\_\_\_\_

OPERATING NAME &amp; SERVICE ADDRESS - SITE \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_ ("Customer")

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

### NEW SCHEDULE OF SERVICE

SERVICE EFFECTIVE DATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_

QTY.	COMP	CONTAINER SIZE	TYPE	SERVICE FREQUENCY	PO REQ.	RECEIPT REQ.	START / CLOSE DATE	LIFT / HAUL CHARGE	MONTHLY SERVICE CHARGE	EXTRA LIFT	DELIVERY FEE	DISPOSAL CHARGE	CONTAINER CHARGE	OTHER
							/ /							
							/ /							
							/ /							
							/ /							
							/ /							
							/ /							

### OLD SCHEDULE OF SERVICE

QTY.	COMP	CONTAINER SIZE	TYPE	SERVICE FREQUENCY	PO REQ.	RECEIPT REQ.	START / CLOSE DATE	LIFT / HAUL CHARGE	MONTHLY SERVICE CHARGE	EXTRA LIFT	DELIVERY FEE	DISPOSAL CHARGE	CONTAINER CHARGE	OTHER
							/ /							
							/ /							
							/ /							
							/ /							
							/ /							

\*THE CUSTOMER AGREES THAT THE CONTRACTOR SHALL HAVE THE RIGHT TO SURCHARGE THE CUSTOMER AS A RESULT OF INCREASED DISPOSAL COSTS IF THE CUSTOMER'S WASTE MATERIALS EXCEED AN ESTIMATED AVERAGE WEIGHT OF 90 LBS PER CUBIC YARD. SEE ALSO SECTION 5 RE-RATE ADJUSTMENTS\*

OTHER CHARGES \$ \_\_\_\_\_ + FUEL FEE, ENVIRONMENTAL FEE, ADMINISTRATIVE AND OTHER FEES, CHARGES, ASSESSMENTS AND TAXES AS SHOWN ON INVOICE.

ADDITIONAL PROVISIONS \_\_\_\_\_

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Meridian Waste Florida LLC ("Contractor") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement and any invoice subject to the terms and conditions specified below.

DATE \_\_\_\_\_ 20 \_\_\_\_\_ DATE \_\_\_\_\_ 20 \_\_\_\_\_

**Meridian Waste Florida LLC**

(Signature of Meridian Waste)

(Print First / Last Name and Title)

(Company's Name)

(Customer Authorized Signature)

(Print First / Last Name and Title)

**This service agreement will take effect on the Service Effective Date noted on the agreement or upon the expiration of any existing contract - whichever occurs later.**

### TERMS AND CONDITIONS

**SERVICES RENDERED.** Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials if permitted, and agrees to make the payments as provided for herein and as stated on Customer's invoice, and Contractor agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. This Agreement also includes all non-scheduled or on call service with exclusive rights to Contractor. In the event Contractor is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Contractor's control, it shall notify Customer of such event and the obligations of Contractor may be suspended during the continuation of any inability so caused by such event, act or condition. In the event that Customer claims that Contractor is in breach or default of any provisions of this Agreement, Customer must notify Contractor in writing (via certified mail) of the alleged breach or default and allow Contractor at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement.

**TERM.** This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5 year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail, which in the case of any notice to Contractor pursuant to this Agreement shall be sent to the address stated on the invoice) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Contractor as liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Contractor multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. Contractor agrees that if Customer no longer requires any collection services due solely to the discontinuance of its business or the relocation of its business outside the area in which Contractor provides collection service, Customer may terminate this Agreement upon written notice to Contractor (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remit all amounts due and owing to Contractor prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

## TERMS AND CONDITIONS (Continued)

**EQUIPMENT.** The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste or recyclable material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Contractor, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the equipment and surrounding area in a clean and safe condition and shall secure the equipment at all times to prevent unauthorized access to the equipment, or dumping or looting. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Contractor, which shall be provided to Customer upon request. Contractor will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/ pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated waste or recyclables. If Contractor is assessed an overweight fine, Customer agrees to pay such fine, in addition to any expenses, charges, fines or fees relating thereto, as set forth on any invoice sent to Customer.

**NON-HAZARDOUS WASTE ONLY.** Customer represents and warrants to Contractor that all solid waste and material deposited in any equipment, and any such material delivered to Contractor, will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local laws or regulations, (ii) any waste or material that Contractor is not permitted to accept, transport, handle or deposit, (iii) any waste or material that is deposited in equipment and placed for collection in violation of applicable law or regulation, or (iv) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment as determined by Contractor [collectively, "unacceptable waste"]. Contractor shall not be required to accept such unacceptable waste, and reserves the right to suspend the services to be provided by Contractor as contemplated hereunder, in the event Customer deposits such unacceptable waste in or about the equipment, or places such unacceptable waste for collection by Contractor or its designee. Upon receipt by Customer of notice from Contractor (whether, written or verbal), Customer shall immediately remove all unacceptable waste that Customer has deposited in or about Contractor's equipment that is determined or suspected by Contractor to be unacceptable waste pursuant to this Agreement or applicable law or regulation. If Customer fails to immediately remove such unacceptable waste, Contractor shall have the right to arrange for lawful disposal of such unacceptable waste at the sole cost and expense of Customer which Customer agrees to pay pursuant to any invoice sent by Contractor. Customer shall indemnify, defend and hold Contractor, and its affiliates, parents, and subsidiaries, and their respective officers, directors, members, managers, employees, agents and representatives ("Contractor Parties") harmless for any liability, costs, fees, fines, suits, damages and expenses resulting from or arising in connection with placing or depositing such unacceptable waste in or around Contractor's equipment and shall pay Contractor its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable waste. All title and liability to such unacceptable waste shall at all times remain with Customer, regardless of whether any unacceptable waste is loaded or unloaded. Customer shall, at its sole expense, provide any requested chemical characterization of all waste and other materials and shall give Contractor prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

**TITLE** Contractor is vested with title to all acceptable solid waste and materials accepted by Contractor. Any revenue or other value received by Contractor as a result of reclamation, recycling or resource recovery shall be solely for the account of Contractor. All equipment furnished by Contractor for use by the Customer shall remain the property of Contractor and the Customer shall have no right, title or interest in such equipment.

**INDEMNITY.** Customer agrees to defend, hold harmless and indemnify the Contractor Parties from and against any and all losses, costs, damages, suits, liability, fees, fines, and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, (i) death or bodily injuries to any person, destruction or damage to any property, or contamination of or adverse effects on the environment, (ii) any violation of governmental laws, regulations, or orders by Customer, (iii) breach of any representation, warranty, obligation, term or provision of the Agreement by Customer, (iv) use, handling, or operation of any equipment provided to Customer by Contractor, (v) damage to pavement, enclosures or equipment as discussed herein, or (vi) by the negligent or willful acts or omissions of Customer its employees or invitees, agents, designees or its subcontractors. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

**SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS.** Because disposal, transportation, environmental compliance, and fuel costs, and all other costs of doing business, constitute a portion of the service costs provided by Contractor and its affiliates, Customer understands and agrees that Contractor may increase service rates, without prior notice or consent, to account for any increase in such costs, or to account for any increase in transportation costs due to changes in the location of the disposal facility, by showing the amount on the Customer's invoice which Customer agrees to pay. Customer also understands and agrees Contractor may impose, and Customer must pay, any environmental and fuel fees and any other fees, charges and assessments, such as, but not limited to, maintenance or administrative fees, as set forth on Customer's invoice, and that Contractor may increase or decrease these fees, charges or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer further understands and agrees that Contractor may increase the service rates, and all environmental and fuel fees, and any other fees, charges and assessments, such as, but not limited to, maintenance or administrative fees, at any time and for any reason, including to help recover a portion of overall costs incurred by Contractor or its affiliated entities as may be necessary to achieve an operating margin acceptable to Contractor and its affiliates. Customer agrees to pay all such increased amounts as shown on Customer's invoice. Customer agrees that Contractor may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall also pay all federal, state, and local taxes, assessments, fees, host fees or charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste that are imposed on Contractor by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event or occurrence of an act, event, or condition that is beyond the control of Contractor and that materially or adversely affects the cost of operation by Contractor or maintenance of Contractor's equipment and facilities, Contractor may increase Customer's service rates, fees, charges, and assessments to the extent necessary to help offset, directly or indirectly, the increase in such costs, which Customer agrees to pay in accordance with any invoice. Contractor may increase service rates, fees, charges, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object to an invoice, in writing (via certified mail), within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

**ACCESS.** On collection day, Contractor's vehicle shall have clear access to the equipment and Customer's premises. If the equipment is blocked in any way so as to prohibit collection, or Contractor is not granted access to Customer's premises, Customer will be notified and one additional attempt for collection shall be made by Contractor. Any additional collection attempt will be classified as an "extra pick-up." Contractor shall have the right to charge Customer for the extra pick-up, and Customer agrees to pay such charge as stated on Customer's invoice. Contractor shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Contractor did not have or was denied access to the equipment or Customer's premises.

**DRIVEWAYS AND PARKING AREAS.** Customer represents and warrants to Contractor that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Contractor's equipment and vehicles required for the performance of this Agreement. Contractor shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Contractor's performance of this Agreement.

**ATTORNEY'S FEES.** If any legal action or any other proceeding is brought by Contractor for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Contractor shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

**LIMITATION ON LIABILITY.** Contractor shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate base rate service fees paid to Contractor by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

**ASSIGNMENT AND BENEFIT.** Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Contractor. Contractor may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Contractor shall release Contractor from any liability under this Agreement from and after the date of the assignment. Subject, to the forgoing, this Agreement shall be binding on the parties and their successors and assigns.

**RIGHT TO COMPETE.** Customer grants Contractor the right to compete with any offer Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Contractor written notice of any such offer and a reasonable opportunity to respond.

**ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE.** Except for claims by Contractor for collection of payments due and owing by Customer pursuant to any invoice, or individual claims by the Customer against Contractor for property damage, the parties knowingly, voluntarily and irrevocably agree that: at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgement on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the service Contractor provides Customer impacts and effects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Contractor in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one [1] year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Contractor to the Customer are performed.

**SEVERABILITY.** The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

**CHANGE OF TERMS.** Except as otherwise agreed herein or as may be prohibited by applicable law, Contractor and Customer agree that Contractor may change the pre-printed terms and conditions of this Agreement in the future.

**MISCELLANEOUS.** Subject to the arbitration provisions set forth above, this Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Contractor and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

**EQUAL EMPLOYMENT OPPORTUNITY.** Executive Order 11246, as amended, Sec. 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, Sec. 503 of the Rehabilitation Act of 1973, as amended, and Sec. 61-250.10 and 61-300 (Vets-100A Reporting), Executive Order 13496, and Public Law 95-507 contain required contract clauses relative to equal employment opportunity and are incorporated herein by specific reference. The Contractor further agrees to comply with the provisions of 29 CFR part 471. Additionally, this Contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment of qualified individuals with disabilities.

TERMS: NET 10 DAYS

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## Customer Initials

## **TAB 15**

### THIRD ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

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This Third Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1<sup>st</sup> day of October, 2022 (the “**Effective Date**”), by and between **Bainebridge Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Duval County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

#### RECITALS

**WHEREAS**, the District and the Consultant entered into the Contract for Professional District Services dated October 1, 2018 (the “**Contract**”), incorporated by reference herein; and

**WHEREAS**, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have executed this Addendum as of the Effective Date.

*(Remainder of this page is left blank intentionally)*

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY: \_\_\_\_\_

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: \_\_\_\_\_

**BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: Chairman/Vice Chairman

DATE: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Vice Chairman/Assistant Secretary  
Board of Supervisors

\_\_\_\_\_  
Print Name

**Exhibit B – Schedule of Fees**

**EXHIBIT B**  
Schedule of Fees

<b>STANDARD ON-GOING SERVICES:</b>		
Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:		
	<b>MONTHLY</b>	<b>ANNUALLY</b>
Management:	\$2,008.50	\$24,102
Administrative:	\$535.58	\$6,427
Accounting:	\$1,794.25	\$21,531
Financial & Revenue Collections:	\$468.67	\$5,624
Assessment Roll <sup>(1)</sup>		\$5,624
<b>Total Standard On-Going Services:</b>	<b>\$4,807.00</b>	<b>\$63,308</b>

(1) Assessment Roll is paid in one lump-sum after the roll is completed (October).



<b>ADDITIONAL SERVICES:</b>	<b>FREQUENCY</b>	<b>RATE</b>
Extended and Continued Meetings	Hourly	\$ 180.25
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 180.25
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

### **PUBLIC RECORDS REQUESTS FEES:**

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
Senior Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00