

## Bainebridge Community Development District

# Board of Supervisors' Meeting July 21, 2022

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

www.bainebridgecdd.org

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

**District Board of Supervisors** William Huff Chairman

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

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

**District Counsel** Katie Buchanan Hopping Green & Sams, P.A.

**District Engineer** Vince Dunn Dunn & Associates

All Cellular phones 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.

<u>District Office · St. Augustine, Florida · (904) 436-6270</u>

<u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

www.bainebridgecdd.org

July 14, 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, July 21, 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 **AUDIENCE COMMENTS ON AGENDA ITEMS** 3. 4. **BUSINESS ADMINISTRATION** Consideration of the Minutes of the Board of Supervisors' Regular Α. Meeting held April 21, 2022.....Tab 1 Ratification of the Operation and Maintenance Expenditures for В. March, April, and May 2022.....Tab 2 STAFF REPORTS 5. Α. **District Counsel** В. District Engineer Ratification of Stormwater Analysis......Tab 3 C. Amenity Manager......Tab 4 Landscape Inspection Report D. Landscape Manager E. Brightview Landscape Report......Tab 5 F. District Manager Charles Aquatics Pond Report......Tab 6 6. **BUSINESS ITEMS** Public Hearing on Fiscal Year 2022-2023 Budget 1.) Consideration of Resolution 2022-04, Approving Fiscal Public Hearing Imposing Special Assessments B. 1.) Consideration of Resolution 2022-05, Imposing Special Assessments......Tab 8
- 7. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS

8. ADJOURNMENT

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

Very truly yours,

Lesley Gallagher

Lesley Gallagher District Manager

Bainebridge Community Development District

## Tab 1

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MINUTES OF MEETING

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

#### BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Bainebridge Community Development District was held on Thursday, April 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	Board Supervisor, Chairman
Samuel Helms	Board Supervisor, Vice Chairman
Alton Mabb	Board Supervisor, Assistant Secretary
Wally David	<b>Board Supervisor, Assistant Secretary</b>
•	(via analyzymkana)

(via speakerphone) **Board Supervisor, Assistant Secretary** 

Charles Straw

Also present were:

Lesley Gallagher District Manager, Rizzetta & Company, Inc.

District Counsel, Kutak Rock, LLC Katie Buchanan

(via speaker phone)

Tony Shiver President, First Coast CMS

Chris Ernst Account Manager, BrightView Landscaping

David Taylor District Engineer (via speaker phone)

Audience members present.

#### FIRST ORDER OF BUSINESS Call to Order

Ms. Gallagher 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 February 24, 2022

On a motion by Mr. Helms, seconded by Mr. Straw, with all in favor, the Board approved the Minutes of the Board of Supervisors Special Meeting held on February 24, 2022 for Bainebridge Community Development District.

#### FIFTH ORDER OF BUSINESS

Ratification of the Operation and Maintenance Expenditures for February 2022

February \$15,788.63

On a motion by Mr. Mabb, seconded by Mr. Helms, with all in favor, the Board ratified the Operation and Maintenance Expenditures for February 2022 in the amount of \$15,788.63 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. Mr. Mabb had a question about the deadline for the Stormwater Analysis.

B. District Engineer

Mr. Taylor noted that they are working on the Stormwater Analysis and reviewed the Annual Engineer's Report under tab 3 of the agenda.

On a motion by Mr. Helms, seconded by Mr. Straw, with all in favor, the Board accepted the The Annual Engineer's Report as presented for Bainebridge Community Development District.

### C. Amenity Report

Mr. Shiver updated the Board that he had filled in the area noted on the repair memorandum for the Annual Engineer's Report with a product called gravel lock, the new treadmill had arrived, the new marquee sign for the entry arrived but it was determined that the wrong sign was shipped so he is currently waiting for the new one to arrive. He then requested the Board consider allowing First Coast CMS to accept credit cards for amenity rentals/deposits and replacement access cards noting there would be a convenience fee charged by First Coast CMS payable to them which would calculate to \$6.00 for the current rental rate and \$1.25 per card for replacement cards. First Coast CMS would then forward the collected fees for rentals and replacement access cards to the CDD with an activity report.

On a motion by Mr. Straw, seconded by Mr. Helms, with all in favor, the Board approved First Coast CMS to collect rental and replacement access card fees with a credit card for a convenience fee charged by First Coast CMS of \$6.00 for the current rental rate and \$1.25 for replacement access cards for Bainebridge Community Development District.

 Mr. Mabb then inquired about basketball and it was discussed that this may be something that could be reviewed for the FY 23/24 Budget. The Board then approved a not to exceed amount of \$500 for tennis court repairs.

On a motion by Mr. Mabb, seconded by Mr. Helms, with all in favor, the Board approved the tennis court repairs not to exceed \$500.00 for Bainebridge Community Development District.

#### D. Field Inspection Services

On a motion by Mr. Mabb, seconded by Mr. Helms, with all in favor, the Board accepted the April Field Services Report for Bainebridge Community Development District.

#### E. Landscape Manager

 Mr. Ernst updated the Board that the annuals were installed today and he would coordinate the mulch installation according to the enhancement schedule. The Board then reviewed four updated proposals for enhancements (exhibit A). The tennis court options totaling \$7,455.80 and \$6,591.34 were both tabled. The amenity center enhancement totaling \$4,448.02 was also tabled. The Board then approved the proposal to replace missing plant material at the entry as amended to remove the mulch charge at a not to exceed amount of \$1,500.00. It was also requested that a barrier of 2-3 inches be left around the tennis court when the mulch is installed in this area and that the palm tree that is declining at the pool be reviewed.

On a motion by Mr. Mabb, seconded by Mr. Helms, with all in favor, the Board approved the proposal to replace missing plant material at the entry as amended to remove the mulch charge not to exceed \$1,500.00 Community Development District.

> 1. Consideration of Landscape Enhancement proposals These were reviewed under the Landscape Report.

115 116 117 118 119 120 121	period for the General Election is	Manager Report and noted that the qualification noon, June 13, 2022 through noon, June 17, ses should qualify through the Duval County		
122 123 124 125	SEVENTH ORDER OF BUSINESS	Consideration of Proposal for Surveillance System's Extended Warranty		
126 127 128 129	Ms. Gallagher presented proposal from Wwarranty.	/eb Watch Dogs for the surveillance system's		
		s, with all in favor, the Board approved Web Watch s extended warranty at a cost of \$299.00 for		
130 131 132 133 134	EIGHTH ORDER OF BUSINESS  Consideration of Pressure Washing Proposal  Ms. Gallagher presented a proposal from Krystal Klean for the amenity center and fencing.			
135	On a motion by Mr. Helms, seconded by Mr.	Huff, with all in favor, the Board approved Krystal ty Center and Fencing at a cost of \$1,198.00 for		
136 137 138 139	NINTH ORDER OF BUSINESS	Discussion Regarding Facility Restroom Doors		
140 141	This was discussed later in the meeting.			
142 143 144	TENTH ORDER OF BUSINESS	Presentation of Proposed Budget for Fiscal Year 2022/2023		
145 146 147	•	the proposed budget for fiscal year 2022/2023 f \$20,775.00 which would result in an increase		

151 152 153 **ELEVENTH ORDER OF BUSINESS** Consideration of Resolution 2022-03, Approving Fiscal Year 2022/2023 154 Proposed Budget and Setting the 155 156 **Public Hearing on the Final Budget** 157 158 On a motion by Mr. Mabb, seconded by Mr. Straw, with all in favor, the Board adopted Resolution 2022-03; Approving Fiscal Year 2022/2023 Proposed Budget and Setting the Public Hearing for July 21, 2022 at 6 p.m. for Bainebridge Community Development District. 159 TWELFTH ORDER OF BUSINESS **Presentation of Audit for Fiscal Year** 160 161 **Ending 9/30/2021** 162 163 On a motion by Mr. Straw, seconded by Mr. Huff, with all in favor, the Board accepted the Audit for Fiscal Year ending September 30, 2021 for Bainebridge Community Development District. 164 165 166 Back to agenda item 6C – Discussion regarding restroom doors 167 168 Following discussion, the Board was in agreement that the doors should remain locked and be available through key card access at all times. 169 170 171 On a motion by Mr. Helms, seconded by Mr. Mabb, with all in favor, the Board determined that he restroom doors should remain locked and be accessible via key card only at all times for Bainebridge Community Development District. 172 173 174 THIRTEENTH ORDER OF BUSNIESS **Supervisor Requests and Audience** 175 Comments 176 177 178 No supervisor comments. 179 180 181 182 Audience comments were made regarding security, JSO, window sills in fitness room, license plate reader cameras, and speed bumps. 183 184 185 186 187 188

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT April 21, 2022 Minutes of Meeting Page 6

9	FOURTEENTH ORDER OF BUSINES	SS Adjournment	
	On a motion by Mr. Helms, seconded meeting at 7:21 p.m. for Bainebridge	l by Mr. Mabb, with all in favor, the Board adjourned t Community Development District.	the
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9	Secretary/Assistant Secretary	Chairman/Vice Chairman	

## Exhibit A



## Proposal for Extra Work at Bainebridge CDD

Property Name Property Address Bainebridge CDD

Contact

Lesley Gallagher

roperty 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

**Amenity Center** 

**Project Description** 

Front of building upgrades

#### **Scope of Work**

QTY	UoM/Size	Material/Description	Unit Price	Total
 1.00	LUMP SUM	Prep area by removing declining holly trees and grade area. Haul away debris from site.	\$791.47	\$791.47
3.00	EACH	Sable Palm 10-12' OA - Installed (Includes Staking)	\$852.91	\$2,558.72
1.00	LUMP SUM	Skid Steer delivery fee	\$380.00	\$380.00
6.00	EACH	Brown mulch - Installed	\$9.71	\$58.27
1.00	LUMP SUM	Irrigation bubblers installed around palm trees, Make irrigation adjustments and modifications to ensure proper coverage	\$659.56	\$659.56

For internal use only

 SO#
 7781678

 JOB#
 346101085

 Service Line
 130

#### **TERMS & CONDITIONS**

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

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

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

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

#### Acceptance of this Contract

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

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

#### Customer

	Property Manager
Signature	Title
Lesley Gallagher	April 18, 2022
Printed Name	Date

BrightView Landscape Services, Inc. "BrightView"

	Associate Account Manager
Signature	Title
Christopher R. Ernst	April 18, 2022
Printed Name	Date

Job #: 346101085 Proposed Price: \$4,448.02

SO #: 7781678



## **Proposal for Extra Work at Bainebridge CDD**

**Property Name** Bainebridge CDD **Property Address** 

Lesley Gallagher 15855 Twin Creek Drive То Bainebridge CDD

Contact

Jacksonville, FL 32218 Billing Address c/o Rizzetta & Company Inc 3434 Colwell

Ave Ste 200 Tampa, FL 33614

**Project Name** Entrance plant fill

**Project Description** Fill in missing plants along the lake on the exit side of the entrance

#### **Scope of Work**

Q	YTY	UoM/Size	Material/Description	Unit Price	Total
1	1.00	LUMP SUM	Prep area by removing damaged plant material and grading. Haul away debris	\$527.64	\$527.64
1	5.00	EACH	Carissa holly 3 gal. installed	\$20.69	\$310.34
1	5.00	EACH	Jack Frost Ligustrum 3 gal. installed	\$21.96	\$329.34
1	1.00	EACH	Ligustrum 3 gal. installed	\$20.69	\$20.69
1	5.00	EACH	Brown mulch installed	\$9.71	\$145.68
1	1.00	EACH	Make irrigation adjustments and modifications to ensure proper coverage.	\$282.67	\$282.67

For internal use only

SO# 7781420 JOB# 346101085 Service Line 130

#### **TERMS & CONDITIONS**

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

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

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

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

#### Acceptance of this Contract

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

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

#### Customer

	Property Manager
Signature	Title
Lesley Gallagher	April 18, 2022
Printed Name	Date

BrightView Landscape Services, Inc. "BrightView"

	Associate Account Manage
Signature	Title
Christopher R. Ernst	April 18, 2022
Printed Name	Date

Job #: 346101085 Proposed Price: \$1,616.36

SO #: 7781420



## Proposal for Extra Work at Bainebridge CDD

Property NameBainebridge CDDContactLesley GallagherProperty Address15855 Twin Creek DriveToBainebridge CDD

Jacksonville, FL 32218 Billing Address c/o Rizzetta & Company Inc 3434 Colwell

Ave Ste 200 Tampa, FL 33614

Project Name Tennis Court Sod

Project Description Remove declining plant material and add sod around tennis court

#### **Scope of Work**

QTY	UoM/Size	Material/Description	Unit Price	Total
 1.00	LUMP SUM	Prep area by removing existing plant material and mulch, shovel grade area, and deep edge. Haul away debris	\$2,110.58	\$2,110.58
3,500.00	SQUARE FEET	St. Augustine Sod installed	\$1.26	\$4,403.00
1.00	LUMP SUM	Make irrigation adjustments and modifications to ensure proper coverage.	\$942.22	\$942.22

For internal use only

 SO#
 7781436

 JOB#
 346101085

 Service Line
 130

#### **TERMS & CONDITIONS**

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

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

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

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

#### Acceptance of this Contract

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

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

#### Customer

	Property Manager
Signature	Title
Lesley Gallagher	April 18, 2022
Printed Name	Date

BrightView Landscape Services, Inc. "BrightView"

	Associate Account Manager
Signature	Title
Christopher R. Ernst	April 18, 2022
Printed Name	Date

Job #: 346101085 Proposed Price: \$7,455.80

SO #: 7781436



## Proposal for Extra Work at Bainebridge CDD

Property NameBainebridge CDDContactLesley GallagherProperty Address15855 Twin Creek DriveToBainebridge CDD

Jacksonville, FL 32218 Billing Address c/o Rizzetta & Company Inc 3434 Colwell

Ave Ste 200 Tampa, FL 33614

Project Name Tennis court upgrades

#### **Scope of Work**

QTY	UoM/Size	Material/Description	Unit Price	Total
 1.00	LUMP SUM	Prep area by removing existing plant material, shovel grading, deep edge. Haul away debris	\$2,110.58	\$2,110.58
131.00	EACH	Ligustrum 3 gal. installed	\$20.69	\$2,710.34
1,000.00	SQUARE FEET	St. Augustine installed to close in beds.	\$1.20	\$1,203.10
15.00	EACH	Brown mulch installed	\$9.71	\$145.68
1.00	LUMP SUM	Make irrigation adjustments and modifications to ensure proper coverage	\$421.64	\$421.64

For internal use only

 SO#
 7789815

 JOB#
 346101085

 Service Line
 130

#### **TERMS & CONDITIONS**

- 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.
- 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.
- License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- 5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/ Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
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#### Customer

	Property Manager
Signature	Title
Lesley Gallagher	April 18, 2022
Printed Name	Date

BrightView Landscape Services, Inc. "BrightView"

	Associate Account Manager
Signature	Title
Christopher R. Ernst	April 18, 2022
Printed Name	Date

Job #: 346101085 Proposed Price: \$6,591.34

SO #: 7789815

## Tab 2

<u>DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084</u>

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

WWW.BAINEBRIDGECDD.ORG

# Operation and Maintenance Expenditures March 2022 Presented For Board Approval

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

Approval of Expenditures:

\_\_\_\_\_Chairperson

\_\_\_\_Vice Chairperson

\_\_\_\_Assistant Secretary

The total items being presented: \$24,339.52

## Paid Operation & Maintenance Expenditures

March 1, 2022 Through March 31, 2022

Vendor Name	/endor Name Check Number Invoice Number		Invoice Description	Invo	ice Amount
			Board of Supervisors Meeting		
Alton Mabb Jr. Berger Toombs Elam Gaines &	003685	AM022422	02/24/22	\$	200.00
Frank	003687	356815	Audit Services FY20/21	\$	3,715.00
Bob's Backflow, Inc.	003677	80398	Install Cage around Backflows 02/22	\$	995.00
BrightView Landscape Services, Inc	c. 003681	7774574	Landscape Maintenance 03/22 Monthly Aquatic Management - 20	\$	3,002.00
Charles Aquatics, Inc.	003690	44625	Ponds 03/22	\$	665.00
Comcast	2022-03-01	8495741202010530	Amenity Cable/Phone/Internet 03/22	\$	339.42
Dunn & Associates, Inc. First Coast Contract Maintenance	003678	22-178	Engineering Services 02/22 Monthly Pool, Janitorial &	\$	1,452.23
Service LLC First Coast Contract Maintenance	003679	6438	Maintenance 03/22	\$	4,154.95
Service LLC First Coast Contract Maintenance	003679	6457	Reimbursable Expenses 02/22	\$	59.41
Service LLC	003691	6537 65-8016515152-1 Sales	Reimbursable Expenses 02/22	\$	840.66
Florida Department of Revenue	003683	and Use Tax 02/22	Sales And Use Tax - 02/22 15855 Twin Creek Dr/15700	\$	25.12
JEA	2022-03-02	4849510511 1/11	Bainbridge Dr 02/22	\$	1,766.27

## Paid Operation & Maintenance Expenditures

March 1, 2022 Through March 31, 2022

Vendor Name	Check Numbe	n Invoice Number	Invoice Description	Inv	oice Amount
Kutak Rock LLP NewAgeTutors LLC DBA	003688	3020383	Legal Services 01/22	\$	974.00
VGlobalTech NewAgeTutors LLC DBA	003689	3623	Website ADA Compliance 03/22	\$	250.00
VGlobalTech	003689	3635	Audits Quarterly ADA & WCAG 03/22	\$	400.00
Republic Services of Florida	2022-03-03	0687-001205108	Waste Disposal Services 03/22	\$	178.29
Rizzetta & Company, Inc.	003680	INV000066271	District Management Fees 03/22 Board of Supervisors Meeting	\$	4,722.17
Samuel Lincoln Helms III	003686	SH022422	02/24/22 Board of Supervisors Meeting	\$	200.00
Walter David	003682	WD022422	02/24/22	\$	200.00
William R. Huff II	003684	WH022422	Board of Supervisors Meeting 02/24/22	\$	200.00
Report Total				\$	24,339.52

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.BAINEBRIDGECDD.ORG

# Operation and Maintenance Expenditures April 2022 Presented For Board Approval

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

Approval of Expenditures:	
Chairperson	-
Vice Chairperson	
Assistant Secretary	

The total items being presented: \$17,862.49

## Paid Operation & Maintenance Expenditures

April 1, 2022 Through April 30, 2022

Vendor Name	Check Number Invoice Number		Invoice Description	Invoice Amount	
BrightView Landscape Services, Inc	c. 003696	7818393	Landscape Maintenance 04/22 Monthly Aquatic Management - 20	\$	3,002.00
Charles Aquatics, Inc.	003700	44856	Ponds 04/22	\$	665.00
Comcast	2022-04-01	8495741202010530	Amenity Cable/Phone/Internet 04/22	\$	341.42
Dunn & Associates, Inc.	003701	22-298	Engineering Services 03/22	\$	468.75
Financial News & Daily Record First Coast Contract Maintenance	003695	Ad #22-02234D 04/07/22	Legal Advertising 04/22 Monthly Pool, Janitorial &	\$	96.50
Service LLC First Coast Contract Maintenance	003693	6526	Maintenance 04/22	\$	4,154.95
Service LLC	003693	6621 65-8016515152-1 Sales	Reimbursable Expenses 03/22	\$	481.03
Florida Department of Revenue	003699	and Use Tax 03/22	Sales And Use Tax - 03/22 15855 Twin Creek Dr/15700	\$	43.60
JEA	2022-04-02	4849510511 3/22	Bainbridge Dr 03/22	\$	1,603.24
Kutak Rock LLP	003697	3024473	Legal Services 02/22	\$	663.50
Leesha Archie	003692	32722	Rental Deposit Refund 03/22	\$	50.00
Michael W Tomberg	003698	040122-BB	Security Services 04/22	\$	530.00

## Paid Operation & Maintenance Expenditures

April 1, 2022 Through April 30, 2022

Vendor Name	Check Numb	er Invoice Number	Invoice Description		oice Amount
NewAgeTutors LLC DBA VGlobalTech	003702	3763	Website ADA Compliance 04/22	\$	250.00
Republic Services of Florida	2022-04-03	0687-001212428	Waste Disposal Services 04/22	\$	190.33
Rizzetta & Company, Inc.	003694	INV0000067014	District Management Fees 04/22	\$	5,322.17
Report Total				\$	17,862.49

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.BAINEBRIDGECDD.ORG

# Operation and Maintenance Expenditures May 2022 Presented For Board Approval

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

Approval of Expenditures:
Chairperson
Vice Chairperson
Assistant Secretary

The total items being presented: \$25,059.87

## Paid Operation & Maintenance Expenditures

May 1, 2022 Through May 31, 2022

Vendor Name	Check Numbe	r Invoice Number	Invoice Description	Invoi	ce Amount
Alec Mechlowitz	003714	050122-BB	Security Services 04/22	\$	600.00
Alton Mabb Jr.	003705	AM042122	Board of Supervisors Meeting 04/21/22	\$	200.00
BrightView Landscape Services, Inc.	003710	7858375	Landscape Maintenance 05/22	\$	3,002.00
BrightView Landscape Services, Inc.	003726	7902534	Entrance Plant Fill 05/22	\$	1,470.68
Charles Aquatics, Inc.	003718	45072	Quarterly Fountain Maintenance 05/22	\$	125.00
Charles Aquatics, Inc.	003718	45100	Monthly Aquatic Management - 20 Ponds 05/22	\$	665.00
Charles Aquatics, Inc.	003718	45265	Fish Barrier Install Ponds 17 & 18 04/22	\$	427.95
Charles Aquatics, Inc.	003725	45285	Replace Bulb on Pond 1 Fountain 05/22	\$	30.00
Charles Straw	003708	CS042122	Board of Supervisors Meeting 04/21/22	\$	200.00
Comcast	2022-05-01	8495741202010530	Amenity Cable/Phone/Internet 05/22	\$	340.02
Dean Thomas Fallis	003711	050122-BBa	Security Services 04/22	\$	800.00
Deborah Dozier	003727	52122	Rental Deposit Refund 05/22	\$	50.00
Financial News & Daily Record	003724	Ad #22-03299D 05/19/22	Legal Advertising 05/22	\$	76.25

## Paid Operation & Maintenance Expenditures

May 1, 2022 Through May 31, 2022

Vendor Name	Check Numbe	r Invoice Number	Invoice Description	Invo	ice Amount
First Coast Contract Maintenance Service LLC	003719	6612	Monthly Pool, Janitorial & Maintenance 05/22	\$	4,154.95
First Coast Contract Maintenance Service LLC	003719	6701	Reimbursable Expenses 04/22	\$	519.67
Fitness Pro	003720	27430	Quarterly Preventative Maintenance 04/22	\$	150.00
Florida Department of Health-Duval	003728	16-BID-5882794	Pool Permit #16-60-01329 Renewal FY 2022/2023	\$	325.00
Florida Department of Revenue	003712	65-8016515152-1 Sales and Use Tax 04/22	Sales And Use Tax - 04/22	\$	47.79
JEA	2022-05-02	4849510511 2/11	15855 Twin Creek Dr/15700 Bainbridge Dr 04/22	\$	1,446.16
Kimberly Smothers	003715	50122	Rental Deposit Refund 05/22	\$	150.00
Krystal Klean	003729	7035477	Soft Wash Amenity Center & Fencing 05/22	\$	1,998.00
Kutak Rock LLP	003713	3040169	Legal Services 03/22	\$	990.50
LLS Tax Solutions, Inc	003721	2669	Arbitrage Rebate Calculation Series 2007 PE 04/30/22	\$	500.00
Michael W Tomberg	003716	050122-BBb	Security Services 05/22	\$	530.00

## Paid Operation & Maintenance Expenditures

May 1, 2022 Through May 31, 2022

Vendor Name	Check Number	er Invoice Number	Invoice Description		oice Amount
NewAgeTutors LLC DBA VGlobalTech	003723	3843	Website ADA Compliance 05/22	\$	250.00
Republic Services of Florida	2022-05-03	0687-001220144	Waste Disposal Services 05/22	\$	189.73
Rizzetta & Company, Inc.	003706	INV0000067806	District Management Fees 05/22	\$	4,722.17
Samuel Lincoln Helms III	003707	SH042122	Board of Supervisors Meeting 04/21/22	\$	200.00
Tramell L Williams	003717	050122-BBc	Security Services 04/22	\$	200.00
Walter David	003703	WD042122	Board of Supervisors Meeting 04/21/22	\$	200.00
Web Watchdogs	003709	7588	Extended Warranty 04/22	\$	299.00
William R. Huff II	003704	WH042122	Board of Supervisors Meeting 04/21/22	\$	200.00
Report Total				\$	25,059.87

## Tab 3

## **BAINEBRIDGE**

### COMMUNITY DEVELOPMENT DISTRICT

20 Year Stormwater Needs Analysis Report

## **Prepared for:**

### BOARD OF SUPERVISORS BAINEBRIDGE CDD

June 3, 2022



**Prepared By:** 

DUNN & ASSOCIATES, INC. 8647 Baypine Road, Suite 200 Jacksonville, Florida 32256

## TABLE OF CONTENTS

TABLE (	OF CONTENTS	2
LIST OF	EXHIBITS	3
1.0	INTRODUCTION	.4
1.0		•
2.0	GENERAL	.4
ATTACHMENTS		5

### LIST OF EXHIBITS

Exhibit No. <u>Title</u>

1 Master Drainage Plan CDD

#### 1.0 INTRODUCTION

The Bainebridge Community Development District ("CDD" or the "District") is a local special purpose government entity established in January 2006. The District contains approximately 208 acres of land located within Duval County, Florida. The stormwater system for the project is complete. The District provides a long-term solution to the operation and maintenance of the community stormwater facilities.

#### 2.0 GENERAL

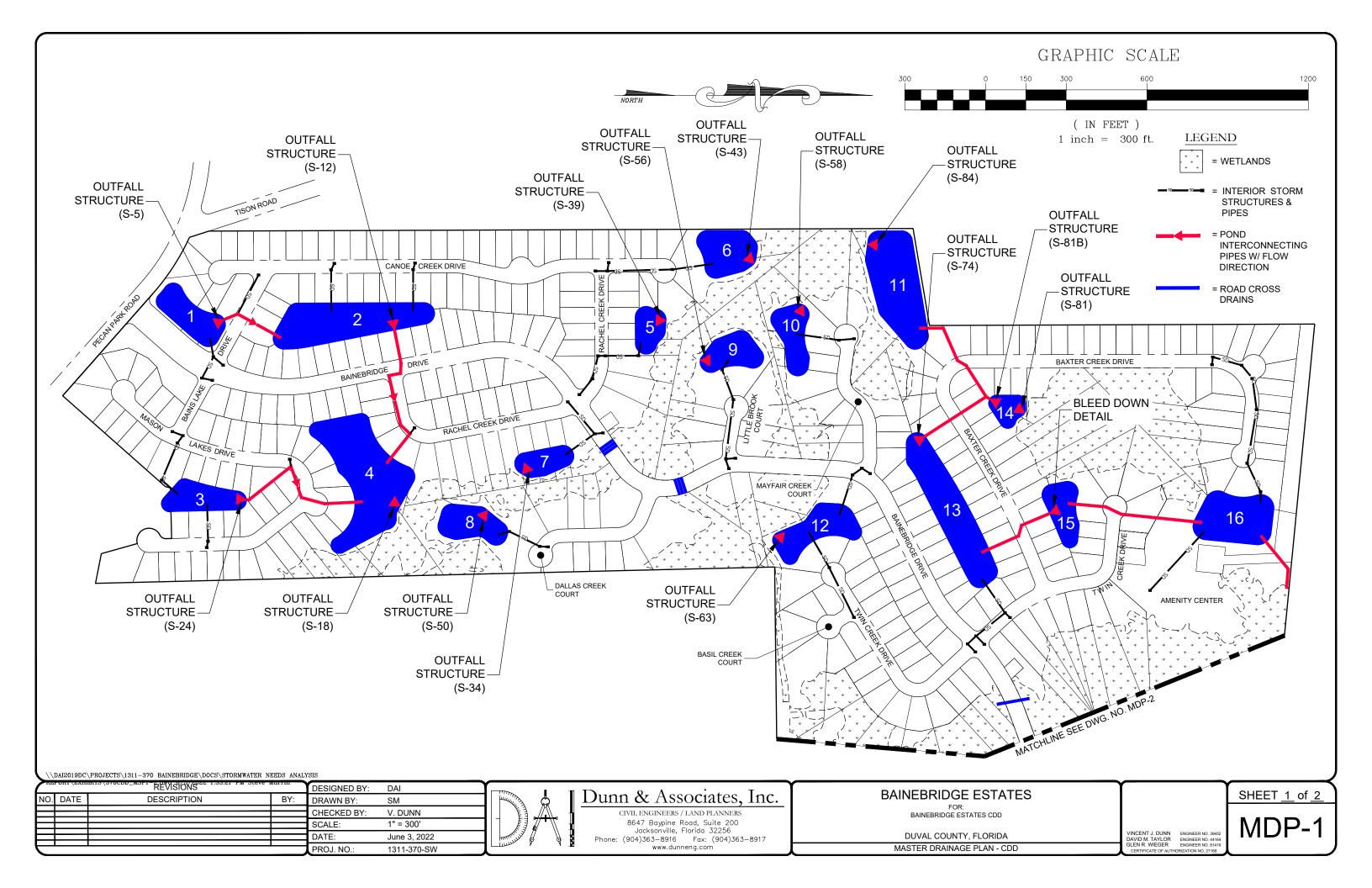
As part of the 2021 regular session, the Florida Legislature recognized the need for a long term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. The guidelines for this report indicated that because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document. As such, the information compiled within the following report is based upon previous construction plans, site visits, on-going stormwater maintenance activities, historical cost data and future anticipated stormwater maintenance costs.

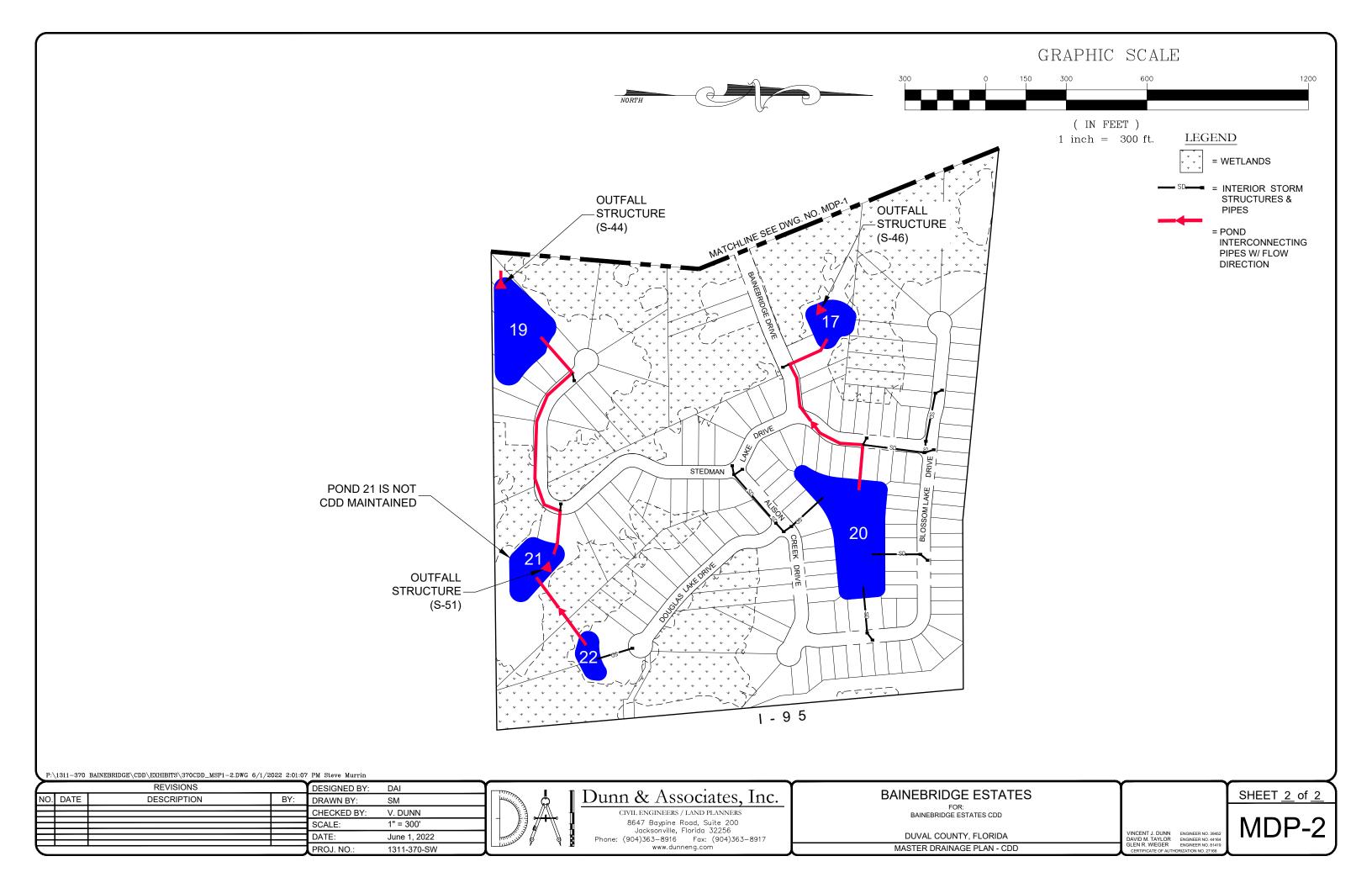
#### **Stormwater Facilities**

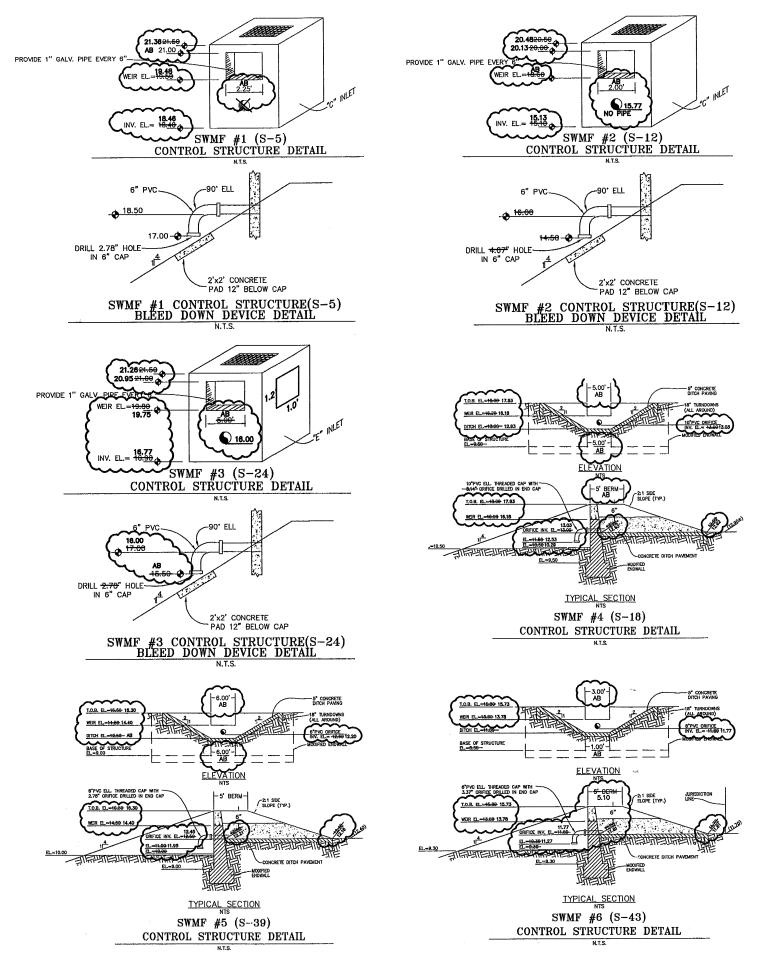
The stormwater facilities in Bainebridge CDD consist of stormwater ponds to capture and treat stormwater runoff from developed areas and control structures that regulate the volume of water detained and detention periods. The storm sewer conveyance system will remove surface drainage from the roadways via curb and gutter, swales/ditches, storm inlets and culvert pipes that will collect and convey surface drainage to proposed stormwater detention ponds for storage, treatment and flood protection.

### **ATTACHMENTS**

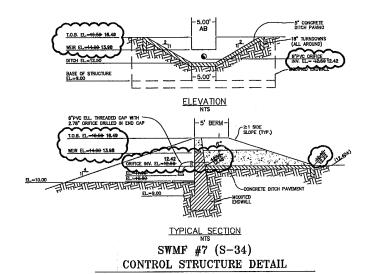
- 1 Stormwater Needs Analysis Parts 1-4
- 2 Stormwater Needs Analysis Parts 5-8

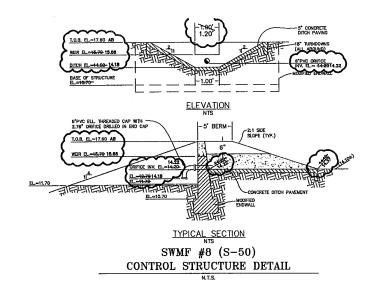


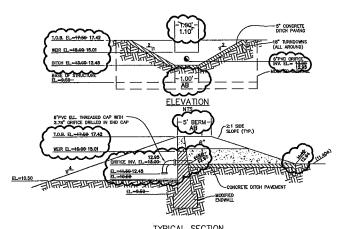


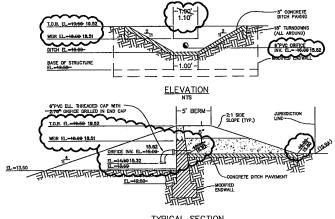


# **CONTROL STRUCTURES**



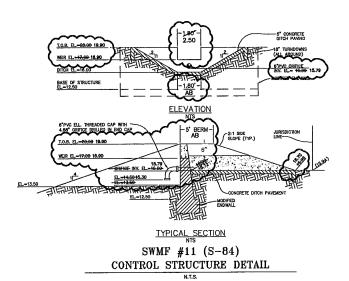


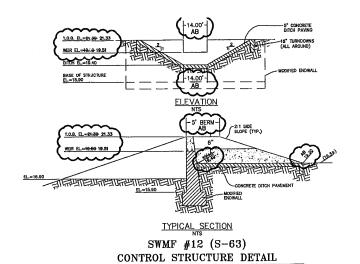


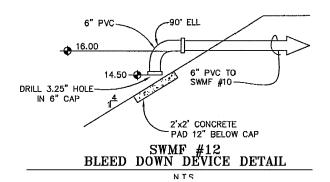


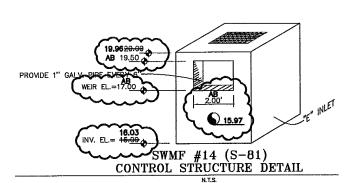
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SWMF #9 (S-56)
CONTROL STRUCTURE DETAIL

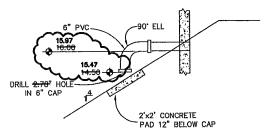
TYPICAL SECTION
NITS
SWMF #10 (S-58)
CONTROL STRUCTURE DETAIL
NIS.



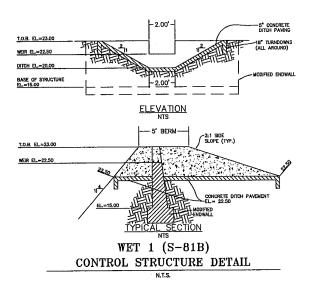


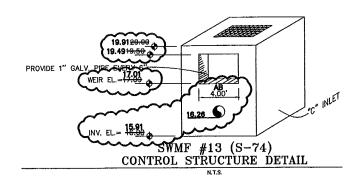


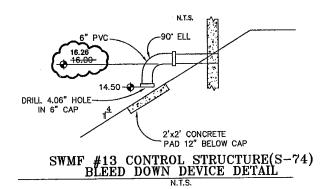


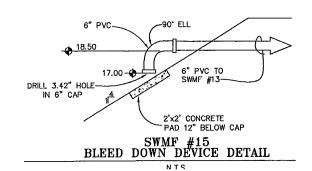


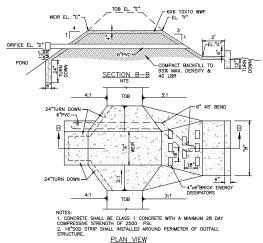
#14 CONTROL STRUCTURE(S-81)
BLEED DOWN DEVICE DETAIL







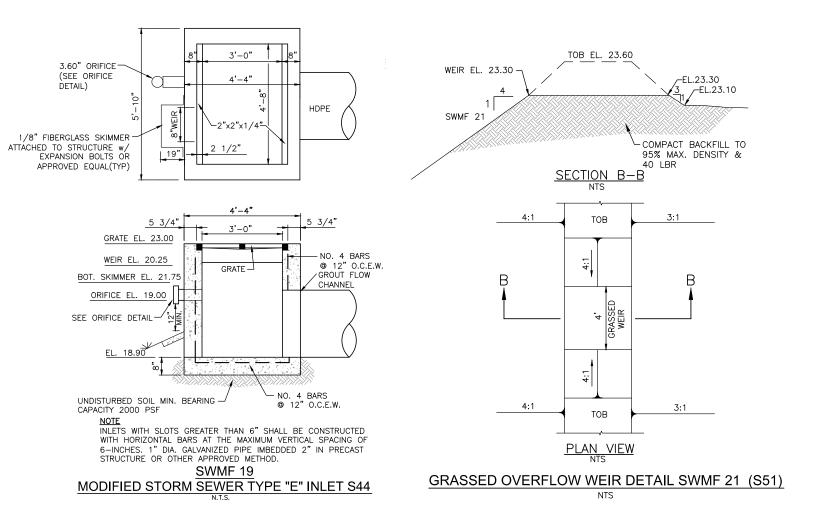




PLAN\_VIEW

MTS										
POND #	"A"	"B"	"C"	"D"	"E"	"F"	"G"	ORIFICE SIZE	STRUC. #	
17	3.00'	10'	20.75	19.50	23.00	20.60	19.30	4.70	S46	

## **CONTROL STRUCTURES**



# **CONTROL STRUCTURES**

ackground Info	rmatio	on			
Please pro	ovide yo	our contact and location informat	ion, then proceed to the template on the next sheet.		
Name of L			Bainebridge CDD		
Name of s			Bainebridge CDD		
Contact Pe	Contact Person				
N	Name:		Lesley Gallagher		
Po	osition/	/Title:	Manager		
Er	mail Ad	ldress:	lgallagher@rizzetta.com		
Pł	hone N	umber:	904-436-6270		
Indicate th	ne Wate	er Management District(s) in whi	ch your service area is located.		
		Northwest Florida Water Mana	gement District (NWFWMD)		
	Suwannee River Water Manage		ement District (SRWMD)		
	<b>V</b>	St. Johns River Water Managen	ment District (SJRWMD)		
		Southwest Florida Water Mana	gement District (SWFWMD)		
		South Florida Water Managemo	ent District (SFWMD)		
Indicate th	ne type	of local government:			
		Municipality			
		County			
	V	Independent Special District			

operation	on and m	naintenar	nce, and	control o	of storm	d in the Introduction, includes those activities associated with the management, water and stormwater management systems, including activities required by state is divided into multiple subparts consisting of narrative and data fields.
.1 Narra	tive Des	cription:				
any mis	sion state	ement, d	livisions	or depar	tments o	nstitutional strategy for managing stormwater in your jurisdiction. Please include dedicated solely or partly to managing stormwater, dedicated funding sources, and each to stormwater:
allowed mainter	the deve	eloper to the com	establis munity s	h higher tormwat	constru er facilit	t is a local, special purpose government entity established in 2006. This CDD ction standards, while providing a long term solution to the operation and ties.  see indicate the importance of each of the following goals for your program:
0	1	2	3	4	5	
					✓	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
					✓	Water quality improvement (TMDL Process/BMAPs/other)
					✓ ✓	Water quality improvement (TMDL Process/BMAPs/other)  Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Reduce vulnerability to adverse impacts from flooding related to increases in frequency and
						Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
					\frac{1}{2}	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
					\frac{1}{2}	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise

Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

Please provide answers	to the following questions regarding your stormwater management program.	
<ul><li>Does your juriso</li></ul>	diction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?	No
If yes, i	s your jurisdiction regulated under Phase I or Phase II of the NPDES Program:	
• Does your juriso	diction have a dedicated stormwater utility?	No
If no, d	o you have another funding mechanism?	Yes
	If yes, please describe your funding mechanism.	
	CDD and HOA yearly assessments to residents and funds collected via county tax colleannual property taxes.	ector along with
• Does your juriso	diction have a Stormwater Master Plan or Plans?	Yes
If Yes:		
	How many years does the plan(s) cover?	On going
	Are there any unique features or limitations that are necessary to understand what the not address?	ne plan does or o
	No. the plan is an on going plan per SJRWMD permits.	
	Please provide a link to the most recently adopted version of the document (if it is pu	blished online):
Does your juriso	diction have an asset management (AM) system for stormwater infrastructure?	No
If Yes. o	does it include 100% of your facilities?	

facilities are included?

A construction sediment and erosion control program for new construction (plans review	
and/or inspection)?	Yes
An illicit discharge inspection and elimination program?	No
A public education program?	No
A program to involve the public regarding stormwater issues?	No
A "housekeeping" program for managing stormwater associated with vehicle maintenance	
yards, chemical storage, fertilizer management, etc. ?	No
A stormwater ordinance compliance program (i.e., for low phosphorus fertilizer)?	No
Water quality or stream gage monitoring?	No
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc. )?	No
A system for managing stormwater complaints?	Yes
Other specific activities?	
Notes or Comments on any of the above:	
Notes or Comments on any of the above:	
Notes or Comments on any of the above:  Construction complies with all applicable stormwater requirements. Policies regard	ing stormwater ponds
	ing stormwater ponds
Construction complies with all applicable stormwater requirements. Policies regard are provided to the residents. Complaints are received by the CDD board.	ing stormwater ponds
Construction complies with all applicable stormwater requirements. Policies regard	ing stormwater ponds
Construction complies with all applicable stormwater requirements. Policies regard are provided to the residents. Complaints are received by the CDD board.  3 Current Stormwater Program Operation and Maintenance Activities	
Construction complies with all applicable stormwater requirements. Policies regard are provided to the residents. Complaints are received by the CDD board.	
Construction complies with all applicable stormwater requirements. Policies regard are provided to the residents. Complaints are received by the CDD board.  3 Current Stormwater Program Operation and Maintenance Activities  Please provide answers to the following questions regarding the operation and maintenance activities under	aken by your
Construction complies with all applicable stormwater requirements. Policies regard are provided to the residents. Complaints are received by the CDD board.  3 Current Stormwater Program Operation and Maintenance Activities  Please provide answers to the following questions regarding the operation and maintenance activities under stormwater management program.  Does your jurisdiction typically assume maintenance responsibility for stormwater systems associate with new private development (i.e., systems that are dedicated to public ownership and/or operation	caken by your
Construction complies with all applicable stormwater requirements. Policies regard are provided to the residents. Complaints are received by the CDD board.  3 Current Stormwater Program Operation and Maintenance Activities  Please provide answers to the following questions regarding the operation and maintenance activities under stormwater management program.  Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated.	aken by your

requirements set forth in the existing SJRWMD Permit.

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?	Yes
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	Yes
Invasive plant management associated with stormwater infrastructure?	Yes
Ditch cleaning?	Yes
Sediment removal from the stormwater system (vactor trucks, other)?	Yes
Muck removal (dredging legacy pollutants from water bodies, canal, etc. )?	No
Street sweeping?	No
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	No
Non-structural programs like public outreach and education?	No
Other specific routine activities?	
other specific routine detivities:	

#### Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of
		Measurement
Estimated feet or miles of buried culvert:	3.11	MILES
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the		
stormwater program:	0.00	
Estimated number of storage or treatment basins (i.e., wet or dry ponds):	20	
Estimated number of gross pollutant separators including engineered sediment traps such as baffle		
boxes, hydrodynamic separators, etc. :	0	
Number of chemical treatment systems (e.g., alum or polymer injection):	0	
Number of stormwater pump stations:	0	
Number of dynamic water level control structures (e.g., operable gates and weirs that control canal		
water levels):	0	
Number of stormwater treatment wetland systems:	0	
Other:		_
Notes or Comments on any of the above:		
		]
		1

		Best Management Practice	Current	Planned		
		Tree boxes	No	No		
		Rain gardens	No	No		
		Green roofs	No	No		
		Pervious pavement/pavers	No	No		
		Littoral zone plantings	No	No		
		Living shorelines	No	No		
	Other	Best Management Practices:				
which	resources or documents ye	ou used when answering these questions (	(check all that apply)			
Asse	t management system					
GIS	orogram					
MS4 permit application						
MS4	Aerial photos					
-	al photos					
Aeri	al photos or ongoing budget investm	nents				
Aeri Past	·	nents				
Aeri Past Wat	or ongoing budget investm	nents				

### Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government's population, please describe in the first text box provided below for part 4.0.

#### Independent Special Districts:

If an independent special district's boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

N/A

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

# Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

N/A

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.*, the expiration of an interlocal agreement, introduction of an independent special district, *etc.*).

N/A

**Proceed to Part 5** 

#### Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template's service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, "services" means:

- 1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
- 2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects.

- 1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
- 2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
- 3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
- 4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project's capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

#### Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR's website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

#### **Routine Operation and Maintenance**

Expenditures (in \$thousands)

	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
Operation and Maintenance Costs	13	72	79	87	95
Drief description of growth greater than 150/	aver any E year nori	o di			

Brief description of growth greater than 15% over any 5-year period:

Includes 10% escalation

#### Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

- 5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.
- 5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.
  - If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

#### **Expansion Projects with a Committed Funding Source**

#### 5.2.1 Flood Protection

#### Expenditures (in Sthousands)

Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Froject Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
N/A					

#### 5.2.2 Water Quality

#### Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Number or ProjID)	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42
N/A					

#### Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

#### **Expansion Projects with No Identified Funding Source**

#### 5.3.1 Flood Protection

#### Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
N/A					

#### 5.3.2 Water Quality

#### Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Number or ProjID)	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42
N/A					

	Stormwater Master Plan								
	Basin Studies or Engineering Reports								
	Adopted BMAP	opted BMAP							
	Adopted Total Maximum Daily Load								
	Regional or Basin-specific Water Qua	ality Improvement F	Plan or Restoratio	n Plan					
	Specify	:							
	Other(s):								
ther adverse e	mwater infrastructure relocation or mo ffects of climate change. When aggrega pates in a Local Mitigation Strategy (LM ntified on an LMS project list).	ting, include O&M	costs for these fu	ture resiliency proje	ects and investment	s in this table (not i	n part 5.1).		
•	·	Sauraa	Evn	andituras (in Éthau	ands)				
Resilien	cy Projects with a Committed Funding	Source	Exp	enditures (in \$thou	sanus)				
			2022-23 to	2027-28 to	2032-33 to	2037-38 to			
Project	Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42			
N/A	Name	LFY 2021-2022							
N/A	Name  cy Projects with No Identified Funding		2026-27 Exp	2031-32	2036-37 Sands)	2041-42			
N/A	cy Projects with No Identified Funding		2026-27 Exp 2022-23 to	2031-32 	2036-37 sands) 2032-33 to	2041-42 2037-38 to			
N/A Resilien	cy Projects with No Identified Funding	Source	2026-27 Exp	2031-32	2036-37 Sands)	2041-42			
N/A  Resilien  Project	cy Projects with No Identified Funding	Source	2026-27 Exp 2022-23 to	2031-32 	2036-37 sands) 2032-33 to	2041-42 2037-38 to			
Resilien Project	cy Projects with No Identified Funding	Source  LFY 2021-2022	Exp 2022-23 to 2026-27	2031-32 enditures (in \$thou 2027-28 to 2031-32	2036-37 sands) 2032-33 to	2041-42 2037-38 to	No		
Resilien Project	<b>cy Projects with No Identified Funding</b> Name	Source  LFY 2021-2022  for your jurisdictic	Exp 2022-23 to 2026-27	2031-32 enditures (in \$thou 2027-28 to 2031-32	2036-37 sands) 2032-33 to	2041-42 2037-38 to	No		
Resilien Project	cy Projects with No Identified Funding Name  Ulnerability assessment been completed	Source  LFY 2021-2022  I for your jurisdiction assessed?	2026-27  Exp 2022-23 to 2026-27  on's storm water s	2031-32 enditures (in \$thou 2027-28 to 2031-32	2036-37 sands) 2032-33 to	2041-42 2037-38 to	No		

#### Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

#### End of Useful Life Replacement Projects with a Committed Funding Source

#### Expenditures (in Sthousands)

Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to			
Project Name	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42			
N/A								

#### End of Useful Life Replacement Projects with No Identified Funding Source

#### Expenditures (in Sthousands)

Experiarca es (in scriousulus)								
Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to			
Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42			
N/A								

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as "actual" expenditures.

Consistent with expenditure projections, the jurisdiction's actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR's interpretation of subparagraph 403.9302(3)(f), F.S., is that "capital account" refers to any reserve account developed specifically to cover future expenditures.

#### Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

**Routine O&M** 

	Total	F	unding Sources fo				
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17	5,930	5,930					
2017-18	8,060	8,060					
2018-19	8,585	8,585					
2019-20	19,473	19,473					
2020-21	12,485	12,485					

Expansion

'11							
	Total	F	Funding Sources for Actual Expenditures				
	Actual Expenditures	Amount Drawn Amount Drawn Amount Drawn from Current from Bond from Dedicated from All-Purpose Year Revenues Proceeds Reserve Rainy Day Fund				Contributions to Reserve Account	
2016-17	N/A						
2017-18							
2018-19							
2019-20							
2020-21							

Resiliency

	Total	F	Funding Sources for Actual Expenditures				
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17	N/A				•		
2017-18							
2018-19							
2019-20							
2020-21							

**Replacement of Aging Infrastructure** 

_	Total	F	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		Contributions to Reserve Account	Balance of Reserve Account
2016-17	N/A							
2017-18								
2018-19								
2019-20								
2020-21								

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, i.e., EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Committee Funding Source	2026-27	2031-32	2036-37	2041-42
Maintenance	72	79	87	95
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	72	79	87	95

No Identified Funding Source	2022-23 to	2027-28 to	2032-33 to	2037-38 to	
No identified Failding Source	2026-27	2031-32	2036-37	2041-42	
Maintenance	0	0	0	0	
Expansion	0	0	0	0	
Resiliency	0	0	0	0	
Replacement/Aging Infrastructure	0	0	0	0	
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0	

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

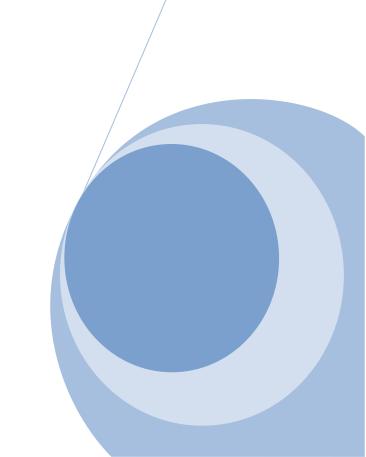
Strategies for New Funding Sources	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Strategies for New Funding Sources	2026-27	2031-32	2036-37	2041-42
Total	0	0	0	0
Remaining Unfunded Needs	0	0	0	0

# Tab 4



# Bainebridge **Community Development District** Field Report JJuly 2022

**First Coast CMS LLC** 07/06/2022



### **Swimming Pool**

We have a meeting set up with Oak Wells Aquatics to come up with a offseason plan of action to address the cracking tiles and shifting coping pavers. We are also going to address the issues with the pool motors sometimes tripping during times of heavy rain.

The pool's last Health Inspection was May 18<sup>th</sup> with zero violations.

### **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 are routinely monitoring the entrance GFCI lighting outlet to make sure that it is not tripped during this wet season

The new Message Board was installed at the front entrance. We ultimately had to use a new vendor due to previous vendor shipping the wrong product several times.

Onsite staff removed graffiti from the dumpster fence twice since the last meeting (paint)

The Amenity Center was pressure washed on May 18<sup>th</sup>

Gate between the gym and the upper deck needed the closer mechanism serviced to ensure that the gate was self-closing

The tennis nets and pulleys were replaced as requested by the Board

Our Staff was able to hold two successful community events for the first time since Pre-Covid (Memorial Day and July  $4^{th}$ )

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

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

# Tab 5



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

### **MEMORANDUM**

DATE: July 12, 2022

TO: Bainebridge

ATTN: Board of Directors

FROM: Chris Ernst

RE: Landscape Report

#### **Grounds Maintenance**

Weekly grounds maintenance

Weekly bed weed control.

Apply herbicide to pavers and sidewalk cracks.

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

#### **Irrigation**

Monthly inspection repairs approved and repaired.

#### **Agronomics**

The turf was treated July 7th. It included an insecticide, fungicide, and fertilizer. They will also be doing a blanket coverage for weed control. The treatment also included chinch bug control as well

### **Enhancements**

Summer flowers will be installed July 12th.

### **Arbor Care**

No new news to report



# **Quality Site Assessment**

Prepared for:

Bainebridge CDD

Wed Jun 29 2022





### **General Information**

**DATE:** Wednesday, Jun 29, 2022

**NEXT INSPECTION DATE:** Wednesday, Jul 06, 2022

**CLIENT ATTENDEES:** Lesley Gallagher, chris ernst

**BRIGHTVIEW ATTENDEES:** Jay Jernigan

### **Customer Focus Areas**

Main Entry and Amenity detail

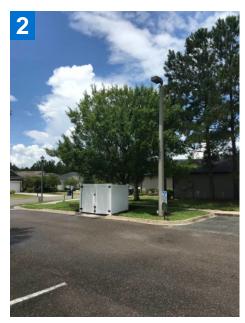






### **Recommendations for Property Enhancements**









- Drake Elms at the entry to the clubhouse parking lot need to be thinned and pruned for weight reduction to allow more air to flow through the canopy with storm season in full effect.
- Drake Elms at Entry to Clubhouse parking need to be thinned and pruned for weight reduction to allow more air flow through the canopy with storm season in full effect.
- Dead Bay tree along wood line right of parking lot.
  Should be removed. Cause of death is Ambrosia Beetle.
- Woodline should be cut back at least 6 ft.
  Recommend then treating underbrush and applying pine straw. Will be a huge improvement over what the current condition is.
  Additionally, the wood line is encroaching pool equipment and shading out sod areas that will eventually die.





## **Recommendations for Property Enhancements**





- Missing plants along foundation hedge. Should be replaced with a species that can handle wet site conditions as this was the cause of plant loss.
- Second dead bay tree behind pool.
- Example 2 of Woodline cutback needs





8 Example 3 of Woodline cutback needs





## **Recommendations for Property Enhancements**



- New Annuals are needed and there is weed pressure in the juniper bed front entry sign.
- All trees along white fence at entry should be elevated to the top of the fence. Do not over prune as to keep the screening in place.







### **Notes to Owner / Client**



Turf has fading color. Provide date of next application.

# Tab 6



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158 Phone: 904-997-0044

### Service Report

**Date:** June 1<sup>st</sup> & 28<sup>th</sup>, 2022 **Aquatic Tech:** Bill Fuller

Client: Bainebridge CDD Contact: Lesley Gallagher Waterways: Twenty ponds.

**Comments:** 93° F Winds 4-6 mph

**Pond 1:** Pond was an 8 (good). Had a good kill on the perimeter vegetation.



Pond 2: Pond was a 6 (fair). Treated for perimeter vegetation and naiad.



**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 a 7 (overall good). Minor perimeter vegetation.



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.



Pond 10: Pond was a 4 (poor). Pond is infested with algae. Treated.





BEFORE



AFTER

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



Pond 12: Pond was a 6 (overall good). Perimeter vegetation. No boat access.



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



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



**Pond 16:** Pond was a 6 (overall good). Treated for 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 a 7 (overall good). Treated for algae.



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



# Tab 7

#### **RESOLUTION 2022-04**

THE ANNUAL APPROPRIATION RESOLUTION OF THE BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2022, submitted to the Board of Supervisors ("Board") of the Bainebridge Community Development District ("District") proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS,** the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("Adopted Budget"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Bainebridge Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

#### SECTION 2. APPROPRIATIONS

\$	There is					for Fiscal Year 2022/2023, the sum of se, which sum is deemed by the Board					
to be no	ecessary towing fast	o defra	•	•		year, to be divided and appropriated in					
	TOTAL G	SENERA	L FUND		\$						
	RESERVI	E FUND			\$						
	DEBT SE	RVICE F	UND SERIES 200	7A	\$						
	TOTAL A	ALL FUN	DS		\$						
	SECTION	١3.	BUDGET AME	NDMENTS							
within 6	0 days fo					time within Fiscal Year 2022/2023, or s Adopted Budget for that fiscal year as					
	a.	of the		in the minutes, a		ay be decreased or increased by motion expenditure, if the total appropriations					
	b.	line-ite not in exceed	em appropriatior crease and if eit d the greater of	n for expenditure her (i) the aggre \$15,000 or 15%	s within a fund if t gate change in the	iture that would increase or decrease a he total appropriations of the fund do e original appropriation item does not propriation, or (ii) such expenditure is on.					
	c.	Any ot	her budget amer	ndments shall be	adopted by resolu	cion and consistent with Florida law.					
above a years.						ents to the budget under paragraph c. d remain on the website for at least 2					
	SECTION	N 4.	EFFECTIVE DA	<b>TE.</b> This Resolution	on shall take effect	immediately upon adoption.					
	PASSED	AND A	DOPTED THIS	DAY OF	, 2022						
ATTEST	:				BAINEBRIDGE DISTRICT	COMMUNITY DEVELOPMENT					
					Ву:						
Secreta	ry / Assist	tant Sec	cretary								

# **Exhibit A**Budget



# Bainebridge CDD Community Development District

www.bainebridgecdd.org

# Approved Proposed Budget for Fiscal Year 2022/2023

#### **Table of Contents**

	<u>Page</u>
General Fund Budget for Fiscal Year 2022/2023	1
Reserve Fund Budget for Fiscal Year 2022/2023	4
Debt Service Fund Budget for Fiscal Year 2022/2023	5
Assessments Charts for Fiscal Year 2022/2023	6
General Fund Budget Account Category Descriptions	8
Reserve Fund Budget Account Category Descriptions	14
Debt Service Fund Budget Account Category Descriptions	15



#### Proposed Budget Bainebridge Community Development District General Fund Fiscal Year 2022/2023

	Chart of Accounts Classification		through 15/31/22		Projected Annual Totals 2021/2022 Annual Budget for 2021/2022		var	rojected Budget riance for 021/2022		udget for 022/2023	lı (D	Budget ncrease ecrease) vs 021/2022	Comments	
1	REVENUES													
3	REVENUES													
4	Special Assessments													
5	Tax Roll*	\$	343,698	\$	347,145	\$	347,145	\$	-	\$	367,920	\$	20,775	
6														
7	TOTAL REVENUES	\$	343,698	\$	347,145	\$	347,145	\$	-	\$	367,920	\$	20,775	
8														
10	TOTAL REVENUES AND BALANCE FORWARD	\$	343,698	\$	347,145	\$	347,145	\$	-	\$	367,920	\$	20,775	
12	EXPENDITURES -													
14	EXPENDITURES -													
	Legislative													
16		\$	3,800	\$	5,800	\$	6,000	\$	200	\$	6,000	\$	-	Based on 6 Meetings
17	Financial & Administrative													
18	Administrative Services	\$	4,120	\$	6,180	\$	6,180	\$	-	\$	6,427	\$	247	
19	District Management	\$	15,450	\$	23,175	\$	23,175	\$	-	\$	24,102	\$	927	
														FY 21/22 Included Stormwater
20	District Engineer	\$	2,328	\$	14,462	\$	7,500	\$	(6,962)	\$	7,500	\$	_	Analysis
21	Disclosure Report	\$	5,000		5,000		5,000	\$	-	\$	5,000	\$	-	rinaryolo
22	Trustees Fees	\$	2,371	\$	3,500		3,500	\$	-	\$	3,750	\$	250	Based on US Bank Correspondence
23	Assessment Roll	\$	5,408	\$	5,408	\$	5,408	\$	-	\$	5,624	\$	216	·
	Financial & Revenue													
	Collections	\$	3,605	\$	5,408	\$	5,408	\$	-	\$	5,624	\$	216	
25	Accounting Services	\$	13,802		20,703		20,703	\$	-	\$	21,531	\$	828	
26	<u> </u>	\$	3,715	\$	3,715		4,100	\$	385	\$	3,715	\$	(385)	Based on Current Engagement
27	Arbitrage Rebate	\$	500	\$	500	\$	500	\$	-	\$	500	\$	-	
	Public Officials Liability													
28	Insurance	\$	5,234	\$	5,234	\$	4,484	\$	(750)	\$	6,281	\$	1,797	Based on Estimated 20% Increase
29	Legal Advertising	\$	593	\$	2,000		2,000	\$	-	\$	2,000	\$	-	
30	Dues, Licenses & Fees	\$	175	\$	175	\$	175	\$	-	\$	175	\$	-	
														Amortization Schedule, Mailed
31	Miscellaneous Fees	\$	100	\$	1,197	\$	750	\$	(447)	\$	750	\$	-	Notice?
	Website Hosting,				, -	Ť		·		<u> </u>		·		
32	Maintenance, Backup	\$	3,600	\$	5,800	\$	5,800	\$	_	\$	5,800	\$	_	Based on Current Agreements
33	Legal Counsel				, , , , , , , , , , , , , , , , , , , ,	Ť		,		<u> </u>		·		Ŭ
34 35	District Counsel	\$	6,089	\$	17,850	\$	25,000	\$	7,150	\$	25,000	\$	-	
	Administrative Subtotal	\$	75,890	\$	126,107	\$	125,683	\$	(424)	\$	129,779	\$	4,096	
	EXPENDITURES - FIELD													
39 40	Electric Utility Services													
41	Utility Services	\$	11,122	\$	18,593	\$	21,500	\$	2,907	\$	21,500	\$	-	
	Garbage/Solid Waste		4 400	<u>_</u>	0.445	_	0.000	Φ.	/4.451	Φ.	0.000	_	200	
43		\$	1,430	\$	2,145	\$	2,000	\$	(145)	\$	2,200	\$	200	
44 45		\$	1,952	\$	4,100	\$	4,500	\$	400	\$	4,500	\$	_	
40	Ounty Services	Ψ	1,832	φ	7,100	φ	4,500	Ψ	400	Ψ	4,500	φ		
46	Stormwater Control													
	Aquatic & Fountain											_		
47	Maintenance	\$	6,228	\$	9,342	\$	9,100	\$	(242)	\$	9,100	\$	-	Based on Current Agreement

# Proposed Budget Bainebridge Community Development District General Fund Fiscal Year 2022/2023

Chart of Accounts Classification	Actual YTD through 05/31/22		Projected Annual Totals 2021/2022		Annual Budget for 2021/2022		var	rojected Budget riance for 121/2022	Budget for 2022/2023		lı (D	Budget ncrease ecrease) vs 021/2022	Comments
48 Miscellaneous Expense 49 Other Physical Environment	\$	75	\$	728	\$	1,500	\$	772	\$	1,500	\$	-	FY 21/22 Included Repairs to Barriers. Also Includes Colored Lense Change Out for Holidays
49 Other i Hysical Environment													
General Liability & 50 Property Insurance	\$	12,230	\$	11.578	\$	12.736	\$	1,158	\$	14,676	\$	1 940	Based on Estimated 20% Increase
	Ψ	12,200	Ψ	11,070	Ψ	12,700	Ψ	1,100	Ψ	11,010	•	1,010	
Entry & Walls 51 Maintenance	\$	-	\$	2,500	\$	2,500	\$	-	\$	2,500	\$	-	To Include Pressure Washing/Electrical Repairs
Landscape & Irrigation 52 Maintenance Contract	\$	24,016	\$	36,024	\$	35,016	\$	(1,008)	\$	37,105	\$	2,089	Includes Playground Mulch Per Existing Agreement
53 Irrigation Repairs	\$	71	\$	2,500	\$	4,000	\$	1,500	\$	4,000	\$	-	
Landscape Replacement 54 Plants, Shrubs, Trees	\$	4,654	\$	8,000	\$	8,000	\$	-	\$	8,000	\$	-	Plant Replacements Proposed for Entry and Parking Areas. FY 22/23 to Possibly Include Additional Parking and Court Area Enhancements
55 Field Services	\$	1,800	\$	2,400	\$	2,400	\$	_	\$	2,800	\$	400	
56 Miscellaneous Expense 57 Road & Street Facilities	\$	1,220	\$	1,220	\$	1,271	\$	51	\$	1,271	\$	-	FY 21/22 Included Backflow Test and Cage Around Backflow
Amenity Parking Lot/Sidewalk Repair &  58 Maintenance  59 Miscellaneous Expense  60 Parks & Recreation	\$	-	\$	1,358	\$	2,500 1,000	\$	1,142	\$	1,500 1,000		(1,000)	FY 2021/22 Projected to Inslcude Pressure Washing Amenity Sidewalks. Restriping FY 22/23?
Amenity Management 61 Staffing Contract	\$	18,380	\$	27,570	\$	33,000	\$	5,430	\$	33,000	\$	-	
62 Security Services							\$	_	\$	13,860	\$	13 860	NEW LINE FY 22/23
63 Cable, Phone & Internet	\$	2,675	\$	4,013	\$	4,400		388	\$	4,400		-	NEW ENTER Y EDZO
Amenity Maintenance 64 Contract & Repairs	\$	4,420	\$	11,914	\$	13,400	\$	1,486	\$	13,400	\$	-	FY 21/22 Included Electrical & Paver Repairs, PM Agreement on Fitness Equipment . FY 21/22 Includes Approx. \$9,000 in Repairs and Maintenance .
Amenity Facility Janitorial 65 Service Contract & Supplies	\$	6,024	\$	7,500	\$	7,300	\$	(200)	\$	7,700	\$	400	Includes Approx. \$2200 in Supplies.

#### Proposed Budget Bainebridge Community Development District General Fund Fiscal Year 2022/2023

	Chart of Accounts Classification	A	Actual YTD through 05/31/22	4	rojected Annual Totals 021/2022	В	Annual udget for 021/2022	Projected Budget variance for 2021/2022			Budget for 2022/2023		Budget acrease ecrease) vs 21/2022	Comments
66	Pool Maintenance Service Contract & Chemicals	\$	8,500	\$	16,887	\$	15,000	\$	(1,887)	\$	17,000	\$	2,000	Proposed to Include 30% Increase in Chlorine Cost. Includes Approximately \$6890 in Chemicals.
0.7	Pool Permits and	•	225	•	225	•	005			•	005	•		
67	Inspections	\$	325	\$	325	\$	325	\$	-	\$	325	\$	-	
68	Athletic Court(s)/Field/Playground Maint. & Repairs	\$	274	\$	6,036	\$	5,000	\$	(1,036)	\$	5,000	\$	-	FY 21/22 includes Approved Playground Repairs, court pressure washing and repairs.
00	Pest Control & Termite	Φ.		•	000	•	050	•	(40)	•	200	•	40	
69	Bond	\$	-	\$	890	\$	850	\$	(40)	<b>5</b>	890	\$	40	
70	Facility A/C Preventative Maintenance & Repair	\$	62	\$	740	\$	740	\$	_	\$	740	\$	_	
70	Maintenance & Repair	Ψ	02	Ψ	740	Ψ	740	Ψ		Ψ	740	Ψ		
71	Access Control Maintenance & Repair	\$	299	\$	1,279	\$	2,000	\$	721	\$	2,000	\$	-	Includes Extended Warranty for Cameras/DVR & Ongoing Monthly Fee for New Access Control
72	Miscellaneous Expense Special Events	\$	165	\$	1,250	\$	924	\$	(326)	\$	924	\$	-	Includes Propane Refill, Fire Extinguisher Maint.
	•													
74	Special Events	\$	-	\$	2,500	\$	2,500	\$	-	\$	2,500	\$	-	
75	Contingency													
76	Miscellaneous Contingency	\$	16,037	\$	25,163	\$	15,000	\$	(10,163)	\$	15,000	\$	-	FY 21/22 Includes Second Column for Entry Monument Sign, New Marquee Sign and JSO Off Duty Deputies April through September (Will be on new line for FY 22/23). FY 22/23 Proposed to Possibly Include Pool Beam Work or Updated Reserve Study.
77	Capital Outlay	\$	-	\$	9,300	\$	13,000	\$	3,700	\$	9,750	\$	(3.250)	FY 21/22 Includes New Treadmill and Access Control System.
78	·		404.050										,	
80	Field Operations Subtotal	\$	121,959	Þ	216,855	Þ	221,462	Þ	4,608	\$	238,141	\$	16,679	
81 82	TOTAL EXPENDITURES	\$	197,849	\$	342,962	\$	347,145	\$	4,183	\$	367,920	\$	20,775	
83	EXCESS OF REVENUES	\$	145,849		4,183		-	\$	4,183	\$	-	\$	-	

# Proposed Budget Bainebridge Community Development District Reserve Fund Fiscal Year 2022/2023

	Chart of Accounts Classification	Actual YTD through 05/31/22		Projected Annual Totals 2021/2022	Ві	Annual udget for 021/2022	Bı vaı	jected udget riance for 1/2022	dget for 22/2023	Budget Increase (Decrease) vs 2021/2022	Comments
1											
2	REVENUES										
3											
4	Special Assessments										
5	Tax Roll*	\$ 20,000	) \$	20,000	\$	20,000	\$	-	\$ 20,000	\$ -	
6											
7	TOTAL REVENUES	\$ 20,000	\$	20,000	\$	20,000	\$	-	\$ 20,000	\$ -	
8											
9	Balance Forward from	\$ -	\$	-	\$	-	\$	-	\$ -	\$ -	
10											
11	TOTAL REVENUES AND	\$ 20,000	\$	20,000	\$	20,000	\$	-	\$ 20,000	\$ -	
12											
13											
14	EXPENDITURES										
15											
16	Contingency										
17	Capital Reserves	\$ -	\$	-	\$	20,000			\$ 20,000	\$ -	Exterior Painting FY 22/23
18											
19	TOTAL EXPENDITURES	\$ -	\$	-	\$	20,000	\$	-	\$ 20,000	\$ -	
20											
21	<b>EXCESS OF REVENUES</b>	\$ 20,000	\$	20,000	\$	•	\$	-	\$ -	\$ -	
22											

# Bainebridge Community Development District Debt Service Fiscal Year 2022/2023

Chart of Accounts Classification	Series 2007A	Budget for 2022/2023
REVENUES		
Special Assessments		
Net Special Assessments (1)	\$161,219.27	\$161,219.27
TOTAL REVENUES	\$161,219.27	\$161,219.27
EXPENDITURES		
Administrative		
Financial & Administrative		
Debt Service Obligation	\$161,219.27	\$161,219.27
Administrative Subtotal	\$161,219.27	\$161,219.27
TOTAL EXPENDITURES	\$161,219.27	\$161,219.27
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Duval County Collection Costs (3.5%) and Early Payment Discounts (4%): 7.5%

Gross assessments \$174,291.10

#### Notes:

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

<sup>&</sup>lt;sup>(1)</sup> Maximum Annual Debt Service less prepaid assessments.

#### **BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

#### FISCAL YEAR 2022/2023 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

 2022/2023 O&M Budget
 \$387,920.00

 Duval County Collection Cost @:
 3.5%
 \$14,678.05

 Early Payment Discount @:
 4%
 \$16,774.92

 2022/2023 Total:
 \$419,372.97

**2021/2022 O&M Budget** \$367,145.00 **2022/2023 O&M Budget** \$387,920.00

Total Difference: \$20,775.00

	PER UNIT ANNUA	AL ASSESSMENT	Proposed Incre	ease / Decrease
	2021/2022	2022/2023	\$	%
Debt Service - Single Family	\$1,168.62	\$1,168.62	\$0.00	0.00%
Operations/Maintenance - Single Family	\$793.83	\$838.75	\$44.92	5.66%
Total	\$1,962.45	\$2,007.37	\$44.92	2.29%
Debt Service - Single Family (Partially Prepaid)	\$431.69	\$431.69	\$0.00	0.00%
Operations/Maintenance - Single Family	\$793.83	\$838.75	\$0.00 \$44.92	5.66%
Total	\$1,225.52	\$1,270.44	\$44.92	3.67%
Debt Service - Single Family (Partially Prepaid)	\$566.11	\$566.11	\$0.00	0.00%
Operations/Maintenance - Single Family	\$793.83	\$838.75	\$44.92	5.66%
Total	\$1,359.94	\$1,404.86	\$44.92	3.30%
Debt Service - Single Family (Partially Prepaid)	\$578.43	\$578.43	\$0.00	0.00%
Operations/Maintenance - Single Family	\$793.83	\$838.75	\$44.92	5.66%
Total	\$1,372.26	\$1,417.18	\$44.92	3.27%

#### BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

#### FISCAL YEAR 2022/2023 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET \$387,920.00
COLLECTION COSTS @ 3.5% \$14,678.05
EARLY PAYMENT DISCOUNT @ 4.0% \$16,774.92
TOTAL O&M ASSESSMENT \$419,372.97

	SERIES 2007A			
	SERIES 2007A	TOTAL	% TOTAL	TOTAL
<u>0&amp;M</u>	DEBT SERVICE (1) (2) (3)	EAU's	EAU's	O&M BUDGET
277	46	277.00	55.40%	\$232,332.63
52	52	52.00	10.40%	\$43,614.79
20	20	20.00	4.00%	\$16,774.92
151	150	151.00	30.20%	\$126,650.64
500	268	500.00	100.00%	\$419,372.97
	277 52 20 151	277 46 52 52 20 20 151 150	277 46 277.00 52 52 52.00 20 20 20.00 151 150 151.00	277 46 277.00 55.40% 52 52 52.00 10.40% 20 20 20.00 4.00% 151 150 151.00 30.20%

PER LOT ANNUAL ASSESSMENT								
	SERIES 2007A							
<u>0&amp;M</u>	DEBT SERVICE (4)	TOTAL (5)						
\$838.75	\$1,168.62	\$2,007.37						
\$838.75	\$431.69	\$1,270.44						
\$838.75	\$566.11	\$1,404.86						
\$838.75	\$578.43	\$1,417.18						

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

Net Revenue to be Collected

\$387,920.00

- (1) Reflects 4 (four) prepayments.
- (2) Reflects the number of total lots with Series 2007A debt outstanding.
- (3) 222 Single Family lots reflect partial payoff of 2007A Debt Service.
- (4) Annual debt service assessment per lot adopted in connection with the Series 2007A bond issue. Annual assessment includes principal, interest, Duval County collection costs and early payment discounts.
- (5) Annual assessment that will appear on November 2022 Duval County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).

# GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

#### **REVENUES:**

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

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

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

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

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

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

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



#### **EXPENDITURES – ADMINISTRATIVE:**

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

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

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

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

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

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

**Assessment Roll:** The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

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

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



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

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

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

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

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

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

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

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

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

#### **EXPENDITURES - FIELD OPERATIONS:**

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

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

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

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



# RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

#### **REVENUES:**

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

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

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

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

#### **EXPENDITURES:**

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

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



#### <u>DEBT SERVICE FUND BUDGET</u> ACCOUNT CATEGORY DESCRIPTION

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

#### **REVENUES:**

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

#### **EXPENDITURES – ADMINISTRATIVE:**

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

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



# Tab 8

#### **RESOLUTION 2022-05**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the Bainebridge Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Duval County, Florida ("County"); and

**WHEREAS,** the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("Board") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("Adopted Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"), attached hereto as Exhibit "A" and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS,** the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS,** Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS,** the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2022/2023; and

WHEREAS, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("Uniform Method"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Bainebridge Community Development District ("Assessment Roll") attached to this Resolution as Exhibit "B" and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B,"** is hereby found to be fair and reasonable.

**SECTION 2. Assessment Imposition.** Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

**SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits** "A" and "B." The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4.** ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified to the County Tax Collector and shall be collected by the County

Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5.** Assessment Roll Amendment. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

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

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PAS	SED AND ADOPTED this	_day of _	2022.
ATTEST:			BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT
Secretary /	Assistant Secretary		Chair / Vice Chair, Board of Supervisors
Exhibit A:	Budget		

Exhibit B: Assessment Roll

#### Exhibit A

Approved Proposed Budget

#### **Exhibit B**

#### **Assessment Roll**

The Assessment Roll is maintained in the District's official records and is available upon request. Certain exempt information may be redacted prior to release in compliance with Chapter 119, FL Statutes.