



Rizzetta & Company

# **Bainebridge Community Development District**

---

**Board of Supervisors' Meeting  
January 19, 2023**

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

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

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

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

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

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

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors  
Bainebridge Community  
Development District

January 12, 2023

## AGENDA

Dear Board Members:

The **regular** meeting of the Bainebridge Community Development District will be held on **January 19, 2023 at 6:00 p.m.** at the Bainebridge Amenity Center, located at 15855 Twin Creek Drive, Jacksonville, Florida 32218. The following is the agenda for this meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **AUDIENCE COMMENTS ON AGENDA ITEMS**
4. **BUSINESS ADMINISTRATION**
  - A. Consideration of Appointment to Seat #5
  - B. Oath of Office.....Tab 1
  - C. Consideration of Resolution 2023-03; Redesignating Officers .....Tab 2
  - D. Consideration of the Minutes of the Board of Supervisors' Meeting held November 17, 2022.....Tab 3
  - E. Ratification of the Operation and Maintenance Expenditures for October 2022.....Tab 4
5. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Amenity Manager
  - D. Landscape Inspection Report .....Tab 5
  - E. Landscape Manager
    1. Brightview Landscape Report (under separate cover)
  - F. District Manager
    1. Charles Aquatics Pond Report .....Tab 6
6. **BUSINESS ITEMS – PART A**
  - A. Consideration of Proposal from LLS Tax Solutions for Arbitrage Services .....Tab 7
  - B. Discussion Regarding Amenity Policies
  - C. Consideration of Resolution 2023-04; Setting Public Hearing on Amended Suspension and Termination Policies.....Tab 8
7. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
8. **BUSINESS ITEMS – PART B**
  - A. Discussion Regarding Security Options (Per FL Statutes 119.071(3)(a) and 281.301, this portion may be closed to the public.)
9. **ADJOURNMENT**

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

Very truly yours,  
*Lesley Gallagher*  
Lesley Gallagher

# **Tab 1**

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

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

\_\_\_\_\_  
SIGNATURE

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing oath was administered before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Bainebridge Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

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

Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_

## **Tab 2**

**RESOLUTION 2023-03**

**A RESOLUTION OF THE BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Board of Supervisors of the Bainebridge Community Development District desires to elect the below recited persons to the offices specified.

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

- 1. The following persons are elected to the offices shown:

Chair \_\_\_\_\_  
Vice Chair \_\_\_\_\_  
Assistant Secretary \_\_\_\_\_  
Assistant Secretary \_\_\_\_\_  
Assistant Secretary \_\_\_\_\_  
Assistant Secretary \_\_\_\_\_  
Assistant Secretary \_\_\_\_\_  
Secretary \_\_\_\_\_  
Treasurer \_\_\_\_\_  
Assistant Treasurer \_\_\_\_\_

**PASSED AND ADOPTED** this 19th day of January 2023.

**ATTEST:**

**BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

## **Tab 3**



MINUTES OF MEETING

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

BAINEDRIDGE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Bainebridge Community Development District was held on Thursday, November 17, 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 Board Supervisor, Assistant Secretary

Also present were:

- Lesley Gallagher District Manager, Rizzetta & Company, Inc.
Katie Buchanan District Counsel, Kutak Rock, LLC
Chris Ernst Account Manager, BrightView Landscaping

Audience members present.

FIRST ORDER OF BUSINESS

Call to Order

On a motion by Mr. Mabb, seconded by Mr. Helms, with all in favor, the Board opened the the Board of Supervisors Regular Meeting at 6:00 pm, for Bainebridge Community Development District.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

Mr. Mabb led the pledge of allegiance.

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

Audience members had no comments.

43  
44  
45  
46  
47

**FOURTH ORDER OF BUSINESS**

**Consideration of the Minutes of the Board of Supervisors Special Meeting held on September 15, 2022**

On a motion by Mr. Mabb, seconded by Mr. Helms, with all in favor, the Board approved the Minutes of the Board of Supervisors Regular Meeting held on September 15, 2022 for Bainebridge Community Development District.

48  
49  
50  
51  
52

**FIFTH ORDER OF BUSINESS**

**Ratification of the Operation and Maintenance Expenditures for August and September 2022**

On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board ratified the Operation and Maintenance Expenditures for August in the amount of \$17,779.15, and September in the amount of \$11,445.62, for Bainebridge Community Development District.

53  
54

*Board moved to agenda item 5E(1)- Brightview Landscape Report*

55  
56  
57

**SIXTH ORDER OF BUSINESS**

**Brightview Landscape Report**

58  
59

Mr. Ernst reviewed his report and was available to answer questions.

60  
61

*Board moved back to agenda item 5 – Staff Reports*

62  
63

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81

- A. District Counsel  
Ms. Buchanan was available to answer questions.
- B. District Engineer  
Was not requested to attend.
- C. Amenity Manager  
Mr. Shiver was not in attendance. There were no questions regarding his report.
- D. Landscape Inspection Report
- E. Landscape Manager
- F. District Manager
  - 1.) Charles Aquatics Pond Report  
Ms. Gallagher reviewed her report and updated the Board that Charles Aquatics now had no access to two ponds and she and the Chairman were working with the HOA on this issue.

82  
83  
84  
85  
86  
87  
88

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-01;  
Amending Records Retention Policy**

Ms. Buchanan reviewed Resolution 2023-01 and explained that the amendment would allow transitory messages to be deleted and storage of records to be in an electronic format.

On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board adopted Resolution 2023-01; Amending Records Retention Policy, for Bainebridge Community Development District.

89  
90  
91

Ms. Buchanan also noted that her firm was in the process of drafting revised suspension and termination policies and she would bring a draft back to the January meeting for review.

92  
93  
94  
95

**NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-02;  
Declaring Vacant Seats**

The Board adopted Resolution 2023-02; Declaring the seat held by Charles Straw vacant November 22, 2022.

Interested candidates should forward their statement of interest to the District Manager to include in the January meeting agenda for the Board to consider.

100

On a motion by Mr. David, seconded by Mr. Helms, with all in favor, the Board adopted Resolution 2023-02; Declaring Seats Vacant, for Bainebridge Community Development District.

101  
102  
103  
104

**TENTH ORDER OF BUSINESS**

**Consideration of Proposal for Annual  
Engineer Report**

On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board approved the Annual Engineer Proposal from Dunn and Associates, for Bainebridge Community Development District.

105  
106  
107  
108

**ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience  
Comments**

The audience had comments on the special events budget for FY 2023.

Mr. Mabb has comments on street parking at Blossom Lake.

111  
112  
113  
114  
115

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board adjourned the meeting at 6:45 p.m. for Bainebridge Community Development District.

116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133

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

\_\_\_\_\_  
Chairman/Vice Chairman

DRAFT

# Tab 4

# BAINEDRIDGE COMMUNITY DEVELOPMENT DISTRICT

---

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.BAINEDRIDGECCDD.ORG

## Operation and Maintenance Expenditures

October 2022

Presented For Board Approval

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

The total items being presented: **\$62,426.20**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# BAINBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Alton Mabb Jr.	100023	AM091522	Board of Supervisors Meeting 09/22	\$ 200.00
Always Improving, LLC	100030	28333	Exercise Equipment Repairs 09/22	\$ 385.00
BrightView Landscape Services, Inc.	100031	8042618	Landscape Maintenance 09/22	\$ 3,002.00
Charles Aquatics, Inc.	100019	45810	Monthly Aquatic Management - 20 Ponds 08/22	\$ 665.00
Charles Aquatics, Inc.	100019	46003	Replaced Bulbs on Pond 1 Fountain 08/22	\$ 60.00
Charles Aquatics, Inc.	100032	46042	Monthly Aquatic Management - 20 Ponds 09/22	\$ 665.00
Charles Aquatics, Inc.	100045	46293	Monthly Aquatic Management - 20 Ponds 10/22	\$ 665.00
Charles Straw	100024	CS091522	Board of Supervisors Meeting 09/22	\$ 200.00
City of Jacksonville	100041	ARS22092028	Deputy Services 09/22	\$ 151.25
COMCAST	ACH	8495 74 120 2010538 10/22	Amenity Cable/Phone/Internet 10/22	\$ 342.08
██████████	100025	100122-BB	Security Services 09/22	\$ 1,000.00
Dunn & Associates, Inc.	100033	22-580	Engineering Services 09/22	\$ 410.00
Egis Insurance Advisors, LLC	100034	Policy #100122602 10/01/22-	General Liability/Prop/POL Insurance FY 22/23	\$ 18,817.00
██████████	100042	100122-BB	Security Services 09/22	\$ 575.00
First Coast Contract Maintenance Service, LLC	100020	6952	Monthly Pool, Janitorial & Maintenance 08/22	\$ 4,154.95
First Coast Contract Maintenance Service, LLC	100020	6957	Reimbursable Expenses 07/22	\$ 3,472.66

# BAINBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
First Coast Contract Maintenance Service, LLC	100035	6997	Reimbursable Expenses 08/22	\$ 2,291.40
First Coast Contract Maintenance Service, LLC	100035	7055	Reimbursable Expenses 08/22	\$ 1,829.74
First Coast Contract Maintenance Service, LLC	100038	7054	Monthly Pool, Janitorial & Maintenance 10/22	\$ 4,154.95
Florida Department of Economic Opportunity	100039	86894	Special District Fee FY 22/23	\$ 175.00
Jacksonville Daily Record	100021	22-05502D	Legal Advertising 08/22	\$ 123.50
JEA	ACH	4849510511 09/22 Autopay	15855 Twin Creek Dr/15700 Bainbridge Dr 09/22	\$ 2,851.98
Kutak Rock, LLP	100022	3097036	Legal Services 07/22	\$ 1,666.82
Kutak Rock, LLP	100040	3124394	Legal Services 09/22	\$ 785.00
██████████	100043	100122-BB	Security Services 10/22	\$ 530.00
██████████	100026	100122-88	Security Services 09/22	\$ 150.00
Republic Services	ACH	0687-001257551	Waste Services 10/22	\$ 129.95
Republic Services	ACH	0687-001265404 Auto Pay	Waste Services 11/22	\$ 241.60
Rizzetta & Company, Inc.	100036	INV0000071980	District Management Fees 10/22	\$ 5,607.00
Rizzetta & Company, Inc.	100044	INV0000071859	Assessment Roll Annual	\$ 5,624.32
Samuel Lincoln Helms III	100027	SH091522	Board of Supervisors Meeting 09/22	\$ 200.00
VGlobal Tech	100037	4218	Website ADA Compliance 09/22	\$ 250.00
VGlobal Tech	100037	4229	Audits Quarterly ADA & WCAG 09/22	\$ 400.00
VGlobal Tech	100037	4346	Website Hosting 10/22	\$ 250.00
Walter David	100028	WD091522	Board of Supervisors Meeting 09/22	\$ 200.00



# BAINBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
William R. Huff II	100029	WH091522	Board of Supervisors Meeting 09/22	\$ 200.00
<b>Report Total</b>				<b>\$ 62,426.20</b>

# **Tab 5**

# BAINEBRIDGE

## FIELD INSPECTION REPORT



November 28, 2022  
Rizzetta & Company  
Jason Liggett- Field Services Manager



Rizzetta & Company  
Professionals in Community Management



# Bainebridge Dr., Rachel Creek, Clubhouse

## General Updates, Recent & Upcoming Maintenance Events

### ❖ Improve the vigor in the saint Augustine throughout the entrance and amenity center.

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

1. Diagnose and treat the browning in the Parsoni Juniper to the front entrance to the community. Have these been looked at?(Pic 1)

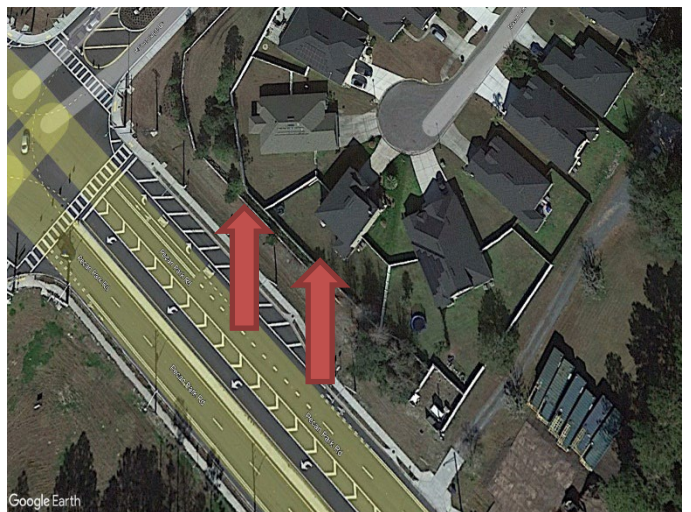


6. Clean out Magnolia leaf drop in the inbound and outbound beds where magnolia trees are present.(Pic 6)



2. Make sure that we applying fungicide to the drift roses at the front entrance center island to the community. Pocket prune spent buds from this material.
3. Remove the taller weeds by hand in the plant material in the in bound and outbound side beds at the main entrance to the community.
4. Treat the fire ant mounds throughout the main entrance to the community once they are eradicated rake down mounds.
5. Treat the crack weeds in the gutter drain in the center island at the main entrance to the community.

7. Prune the crossing branches in the crape myrtles along the white vinyl fence on Pecan Park to the east of the main entrance.



8. **Note to the board district Saint Augustine is going dormant so browning will be noticeable.**

9. When will the Washingtonian palms be trimmed at the main entrance to the amenity center? Seem all other palms have been taken care of.



**From:** Christopher Ernst <Christopher.Ernst@brightview.com>  
**Sent:** Tuesday, December 20, 2022 5:40 AM  
**To:** Jason Liggett <JLiggett@rizzetta.com>  
**Cc:** Lesley Gallagher <LGallagher@rizzetta.com>; Kelly Mailhot <KMailhot@rizzetta.com>  
**Subject:** [EXTERNAL]RE: Bainebridge CDD November 2022 Landscape Inspection

**NOTICE: This email originated from outside of the organization.**

Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Phish Alert! button to report suspicious messages.

Good morning Jason,

Below are my responses to the landscape report. Please let me know if you have any questions or concerns.

1. The juniper looks the way they do because of wet feet. We have tried to control this by running the irrigation minimally. This island doesn't drain well and when it rains it takes a while to dry out. The issue is that we have annuals at the front that need to be watered and its hard to turn the irrigation off for days at a time without killing the flowers.
2. We will get this done this week
3. We will get this done this week
4. We will get this done this week
5. We will get this done this week
6. We will work on this item this week
7. We will work on this starting on our first visit in January
8. N/A
9. We will get this completed on our first visit in January.

Thank you,

*Christopher Ernst*

Account Manager

**BrightView Landscape Services**

South Jacksonville / 34610

11530 Davis Creek Court

Jacksonville FL 32256

# Tab 6



---

6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

---

## Service Report

**Date:** December 20, 2022

**Aquatic Tech:** Bill Fuller

**Client:** Bainebridge CDD

**Contact:** Lesley Gallagher

**Waterways:** Twenty ponds.

**Comments:** 62° F Winds 6-10 mph, rain.

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



**Pond 2:** Pond was an 8 (good). Had a good kill on the perimeter vegetation.





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



**Pond 4:** Pond was an 8 (good). Had a good kill on the perimeter vegetation.



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



**Pond 6:** Pond was a 7 (overall good). Had a good kill on the perimeter vegetation.



**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 Now has lost its access point due to installation of new fence.



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



**Pond 12:** Pond was a 7 (overall good). We had a good kill on the perimeter vegetation and parrot feather. **No boat access.**



**Pond 14:** Pond was a 9 (very good). Had a good kill on the perimeter vegetation.





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



**Pond 16:** Pond was an 8 (good). Had a good kill on the algae.



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



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



**Pond 19:** Pond was a 7 (overall good). Had a good kill on the algae.



**Pond 20:** Pond was an 8 (good). Had a good kill on the perimeter vegetation and emerging Chara.





---

6869 Philips Parkway Drive South, Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

---

## Service Report

**Date:** November 4, 2022

**Fountain Tech:** Tom Hair

**Client:** Bainebridge CDD

**Contact:** Lesley Gallagher & Kelly Mailhot

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



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

# **Tab 7**



LLS Tax Solutions Inc.  
2172 W. Nine Mile Rd.  
#352  
Pensacola, FL 32534  
Telephone: 850-754-0311  
Email: [liscott@llstax.com](mailto:liscott@llstax.com)

December 8, 2022

Bainebridge Community Development District  
c/o Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614

Thank you for choosing LLS Tax Solutions Inc. (“LLS Tax”) to provide arbitrage services to Bainebridge Community Development District (“Client”) for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- \$8,240,000 Bainebridge Community Development District (City of Jacksonville, Florida) Special Assessment Bonds, Series 2007

## **SCOPE OF SERVICES**

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service (“IRS”) forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

## **TAX POSITIONS AND REPORTABLE TRANSACTIONS**

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that



the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

## **PROFESSIONAL FEES AND EXPENSES**

Our professional fees for the services listed above for the three annual bond years ending April 30, 2023, April 30, 2024, and April 30, 2025, is \$1,500, which is \$500 each year. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

**ACCEPTANCE**

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,  
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:  
Bainebridge Community Development District

By: Linda L. Scott

Linda L. Scott, CPA

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

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

Title \_\_\_\_\_

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

# Tab 8

**RESOLUTION 2023-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING REVISED SUSPENSION AND TERMINATION RULES.**

**WHEREAS**, the Bainebridge Community Development District (“**District**”) is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes, as amended; and

**WHEREAS**, the Board of Supervisors of the District (“**Board**”) is authorized by Sections 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

**WHEREAS**, to provide for efficient and effective District operations, the Board finds that it is in the best interests of the District to adopt a revised Suspension and Termination of Access Rule (“**Suspension and Termination Rules**”).

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

**SECTION 1.** The Board will hold a public hearing to adopt revised Suspension and Termination Rules, a proposed copy of which is attached hereto as **Exhibit A**. The Board will hold a public hearing on \_\_\_\_\_.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 19<sup>TH</sup> DAY OF JANUARY, 2023.**

ATTEST:

**BAINEBRIDGE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair, Board of Supervisors

**EXHIBIT A:** Proposed Revised Suspension and Termination of Access Rule

## EXHIBIT A

Proposed Revised Suspension and Termination of Access Rule

### SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022)

Effective Date: \_\_\_\_\_, 202\_\_

---

**In accordance with Chapters 190 and 120 of the Florida Statutes, and on \_\_\_\_\_, 202\_\_ at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Bainebridge Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.**

---

**1. Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenities” or “Amenity”).

**2. General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenities.

**3. Access Cards / Key Fobs.** Access cards and key fobs are the property of the District. The District may request surrender of, or may deactivate, a person’s access card or key fob for violation of the District’s rules and policies established for the safe operations of the District’s Amenities.

**4. Suspension and Termination of Rights.** The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a key fob or access card or otherwise facilitates or allows unauthorized use of the Amenities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Rules);
- g. Treating the District’s staff, contractors, representatives, residents, landowners [Patrons] or guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the

operation of District property, or other property located on District property;

- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's guest or a member of their household commits any of the above Violations.

Termination of Amenity access shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.

**5. Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

**6. Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

**7. Removal from Amenities.** The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.

**8. Initial Suspension from Amenities.** The District Manager, General Manager, Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the

Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

**9. Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions

c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

**10. Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

**11. Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

**12. Appeal of Board Suspension.** After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or

termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal (“Appeal Request”). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board’s determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District’s suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board’s decision on appeal shall be final.

**13. Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District’s Amenities after expiration of a suspension imposed by the District.

**14. Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.