



Rizzetta & Company

Bainebridge Community Development District

**Board of Supervisors' Meeting
March 16, 2023**

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

www.bainebridgecdd.org

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

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

www.bainebridgecdd.org

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

March 9, 2023

AGENDA

Dear Board Members:

The **regular** meeting of the Bainebridge Community Development District will be held on **March 16, 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 2023-05; Redesignating Assistant SecretaryTab 2
 - D. Consideration of the Minutes of the Board of Supervisors' Meeting held January 19, 2023.....Tab 3
 - E. Ratification of the Operation and Maintenance Expenditures for December 2022 and January 2023 (under separate cover)
5. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 1. Acceptance of Annual Engineer's Report (under separate cover)
 - C. Amenity Manager.....Tab 4
 - D. Landscape Inspection ReportTab 5
 - E. Landscape Manager
 1. Brightview Landscape ReportTab 6
 2. Consideration of Brightview Enhancement ProposalTab 7
 - F. District Manager
 1. Charles Aquatics Pond & Fountain Report.....Tab 8
6. **BUSINESS ITEMS – PART A**
 - A. Consideration of Fitness Pro Price Increase.....Tab 9
 - B. Public Hearing on Suspension and Termination Rules
 1. Consideration of Resolution 2023-06; Amending Suspension and Termination RulesTab 10
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

Tab 1

**BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
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 OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of 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 2023-05

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

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

WHEREAS, the Board of Supervisors (hereinafter the “Board”) previously designated Charles Straw as Assistant Secretary pursuant to Resolution 2023-03; and

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

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

Section 1.

_____ is hereby appointed as Assistant Secretary.

Section 2.

This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 16th DAY OF MARCH, 2023.

**THE BAINEBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

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, January 19, 2023 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
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
Tony Shiver	First Coast CMS

Audience members present.

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Pledge of Allegiance

Mr. Huff led the pledge of allegiance.

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THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

Audience members had no comments.

FOURTH ORDER OF BUSINESS

Consideration of Appointment to Seat #5

It was noted that there were no statements of interest received for seat 5. It was requested that if anyone is interested in being considered for this seat that they please forward a statement of interest to the District Manager via email in advance of the March meeting so that the Board could consider these at the March 16th meeting.

FIFTH ORDER OF BUSINESS

Oath of Office

It was noted that William Huff took his oath prior to the onset of the meeting.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2023-03;
Redesignating Officers**

The Board adopted Resolution 2023-03; Redesignating Officers as follows:

- Chairman – William Huff
- Vice Chairman – Samuel Helms
- Assistant Secretary – Alton Mabb, Wally David, Charles Straw, Lesley Gallagher, Melissa Dobbins
- Secretary – Bob Schleifer
- Treasurer – Scott Brizendine
- Assistant Treasurer – Shawn Wildermuth

On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board adopted Resolution 2023-03; Redesignating Officers, for Bainebridge Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of the Minutes of the Board of
Supervisors Regular Meeting held on
November 17, 2022**

On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board approved the Minutes of the Board of Supervisors Regular Meeting held on November 17, 2022 for Bainebridge Community Development District.

EIGHTH ORDER OF BUSINESS

**Ratification of the Operation and
Maintenance Expenditures for October 2022**

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On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board ratified the Operation and Maintenance Expenditures for October 2022 in the amount of \$62,426.20, for Bainebridge Community Development District.

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NINTH ORDER OF BUSINESS

Staff Reports

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A. District Counsel

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Ms. Buchanan did not have a report, but was available to answer questions.

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B. District Engineer

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The District Engineer was not requested to attend. Ms. Gallagher updated the Board that the District Engineer was working on the Annual Engineer's Report and it was anticipated that it would be available for the next meeting.

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C. Amenity Manager

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Mr. Shiver updated the Board that repairs were required to the drinking fountain and that he was completing a lighting audit.

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D. Landscape Inspection Report and Landscape Manager Report

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1. Brightview Landscape Report

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Mr. Ernst reviewed his report (exhibit A).

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It was requested that a group of trees at the entry near the AT&T box be reviewed to see what options were available to clean up this area.

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F. District Manager

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Ms. Gallagher reviewed that the next meeting was scheduled for March 16th at 6pm. She also noted that she will begin working on the proposed budget for FY 2023/2024 in the upcoming weeks to present to the Board at the April meeting for review and consideration. She will be working with the current vendors contracted with the District as part of this process.

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1. Charles Aquatics Pond Report

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It was noted that the ponds were in good to very good condition. There is only one pond that has no access. It was requested that the pond map be included in the agenda with the pond reports going forward.

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TENTH ORDER OF BUSINESS

Consideration of Proposal from LLS Tax Solutions for Arbitrage Services

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On a motion by Mr. David, seconded by Mr. Huff, with all in favor, the Board approved the LLS Tax Solutions proposal for Arbitrage Services, for Bainebridge Community Development District.

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ELEVENTH ORDER OF BUSINESS **Discussion Regarding Amenity Policies**

Ms. Gallagher noted that her office has received some concerns regarding the use of the amenity facilities by tenants of short term vacation rentals with no communication or authorization by the District. The Board reviewed sample policies that other Districts have used and it was noted that violating these policies could also result in the suspension or termination of privileges. The Board amended the Amenity Policies to add the following: No household may transfer its privileges to use the District's Amenity Facilities to a tenant more than two times per year without the prior approval of the Board of Supervisors.

On a motion by Mr. Helms, seconded by Mr. Huff, with all in favor, the Board approved the Amenity Policies as amended, for Bainebridge Community Development District.

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TWELFTH ORDER OF BUSINESS **Consideration of Resolution 2023-04;
Setting Public Hearing on Amended
Suspension and Termination Policies**

Ms. Buchanan reviewed Resolution 2023-04; Setting Public Hearing on Amended Suspension and Termination Policies.

On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board adopted Resolution 2023-04 and set the public hearing for March 16, 2023 at 6:00 pm at the Amenity Center on Amended Suspension and Termination Policies, for Bainebridge Community Development District.

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

No Supervisor requests.

Audience had comments on the following:

- Traffics lights, pond algae, private property damage by utility contractors, no soliciting, HOA mailboxes, security, streetlighting, soundwall barrier request, pickleball court request.

The Board moved into the closed session of the meeting involving security per FL Statutes 119.07(3)(a) and 281.301.

The audience exited the meeting.

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FOURTEENTH ORDER OF BUSINESS

**Discussion Regarding Security Options
(Per FL Statutes 119.07(3)(a) and 281.301,
this portion may be closed to the public.)**

The Board reviewed options 1, 2 and 3 from JSO for Off Duty Deputies. The number of hours provided varied with these options as well as the expense associated. Discussion ensued regarding the options and impact to the current budget. The current option for services had been option #2.

On a motion by Mr. David, seconded by Mr. Huff, with all in favor, the Board approved Option 1 for the months of February, March and April, and then adjusting back to Option 2 for the months of May, June, July, August and September for this fiscal year, for Bainebridge Community Development District.

It was requested that the proposed budget for Fiscal Year 2024 include option number 2 for the full 12 months.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board adjourned the meeting at 7:32 p.m. for Bainebridge Community Development District.

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DRAFT

Secretary/Assistant Secretary

Chairman/Vice Chairman

EXHIBIT A



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

MEMORANDUM

DATE: January 19, 2022
TO: Bainebridge
ATTN: Board of Directors
FROM: Chris Ernst
RE: Landscape Report

Grounds Maintenance

Bi-weekly grounds maintenance

Bi-weekly bed weed control.

Apply herbicide to pavers and sidewalk cracks.

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

We are in the process of cutting back the native grasses

We are also starting the process of cutting back the herbaceous plant material

Irrigation

Now new news to report

Agronomics

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

We are starting to see brown patch which is a fungus that comes out in the turf this time a year. If we see active patches, we will be treating these as well.

Enhancements

Flowers have been installed

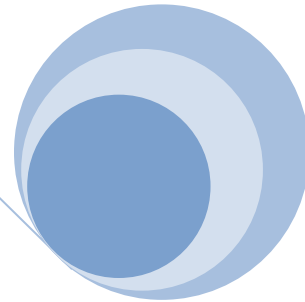
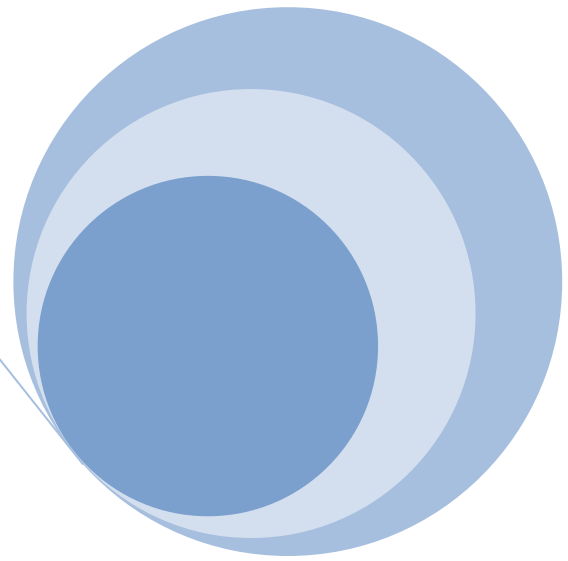
Arbor Care

No new news to report

Tab 4



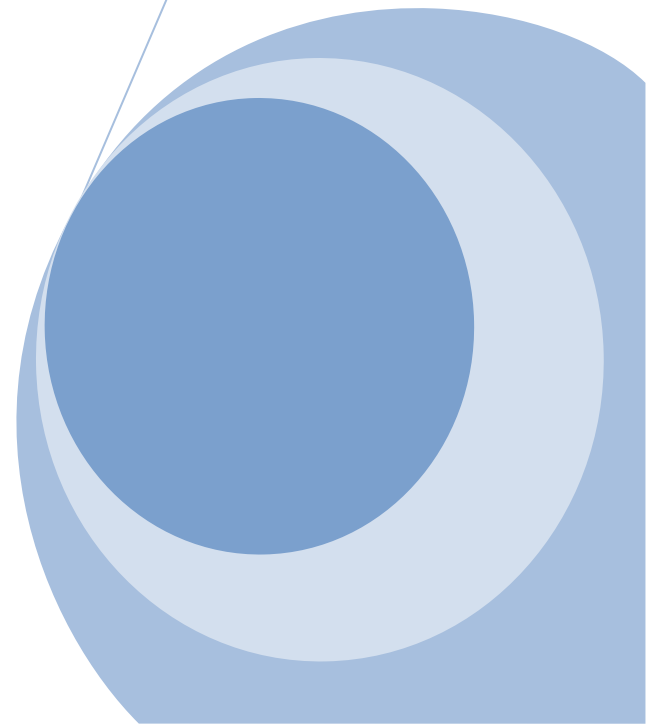
First Coast
CMS



Bainebridge Community Development District

Field Report Mar 2023

First Coast CMS LLC
03/07/2023



Swimming Pool

The new chemical controller was installed as a backup by Oak Wells Aquatics

The pool coping and tiles were repaired by the waterfall.

At this time, we have a pump failure that we are waiting to be resolved by Florida Pump Service. We are also looking for quotes from Oak Wells for total pump replacement since it appears we continue to have problems with the motors installed by Florida Pump Service

Common Area and Events

We had an issue with a resident dumping garbage in the amenity center dumpster. This resident was notified of the violation and asked not to do it again. We never received any response from the resident.

At this time, we are still waiting on final review of the contract for the Access System to be turned over live to staff. We can't perform the audit effectively until the new system is live.

Staff met with the Hugus Group to discuss possible replacement of the fascia Boards and the cause of the rot. We also requested pricing to replace the doors to the gym. They are warped and not closing properly.

Tab 5

BAINEBRIDGE

LANDSCAPE INSPECTION REPORT



January 30, 2023
Rizzetta & Company
Bryan Schaub – Landscape Specialist



Rizzetta & Company
Professionals in Community Management

Summary, Pecan Park & Bainebridge

General Updates, Recent & Upcoming Maintenance Events

- Upcoming fertilization events for turf, beds and palms.

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. At the entrance monument, the Juniper are partially responding to the treatment plans. Continue treatments & prune out dead material. Replace dead units.
2. In the beds by the main monument, the Coontie look to have been hit hard by the recent freeze events. Prune out dead material & add a micro-pack to the next fertilization event. (Pic 2)



6. Property-wide, schedule a pencil pruning of the Crape Myrtles. (Pic 6)



7. In the east ROW of Bainebridge near the silver utility box, there is either a leak or a drainage issue as the soil shows signs of extended standing water with algae. Let's rule out any irrigation issues. (Pic 7)



3. At the main monument, investigate the struggling Roses rule out any issues besides freeze damage. Prune out dead material.
4. Property-wide, treat the beds for active ant mounds. Rake out all inactive mounds.
5. At the main entrance & property-wide, take whatever actions possible to improve the color & vigor of the turf.



Pecan Park, Bainebridge & Amenities Center

8. At the main entrance in both ROWs, it appears the freeze events caused significant damage to the Azaleas, Privet & other shrubs. Give them what TLC possible and prune out any dead material when the weather warms.

9. Along the north ROW of Pecan Park, prune all plant material including trees that are contacting any structures including fencing. (Pic 9)



10. In the east corner of Pecan Park & Bainebridge behind the open fencing, there is a large Wax Myrtle that is getting overgrown. Start pruning it into a consistent shape and keep it maintained.

11. At the main entrance, diagnose & treat the stressed Magnolia. Make sure to check for nutrient deficiencies. Report findings to the DM.

12. Remove all "volunteer" palms growing in the entrance beds.

13. Along both ROWs of Bainebridge, prune the dead material out of the Viburnum hedges and check for any fungi. Treat if present.

14. In the same areas, remove all mosses from the trees.

15. In the west ROW of Bainebridge near Bains Lake, there is a broken irrigation spray head. Repair. (Pic 15)



16. In the same area, there was damage to the turf caused by a vehicle driving on the turf when the soil was saturated. Repair as possible.

17. Vendor to remove all dead plant material left after herbicide treatment events.

18. At the Amenities Center, try to remove as many of the Pine needles that drop on the turf as possible. This will help with the soil pH and turf growth.

19. At the Amenities Center diagnose & treat the stressed Holly Standards as they have leaf drop, yellowing & distortions. Also, prune off all dead material.

20. At the Amenities Center, make sure to set strong bed lines.

21. In the foundation beds around the Clubhouse, diagnose & treat the Podocarpus. They look to have aphids. (Pic 21 >)

22. Prune all plant material that is contacting structures including the metal fencing around the pool deck.



Pool Deck & Amenities Center

23. On the back side of the Pool Deck, there is a large section of Viburnum hedge that is dead/dying. It is most likely a chemical burn, either improper spray application or more likely a pool overflow with chlorinated water. (Pic 23)



24. In the area behind the Pool Deck, remove all mosses and debris from the Ornamental trees.

25. In the same area, there is a tree that has tipped over and is hanging over the metal fencing adjacent to the Pool Deck. Remove.

26. In the beds around the Pool Deck, remove all weeds including volunteer palms. Hand pull the larger weeds.



27. To the east of the Amenities Center parking lot, prune the encroaching Wax Myrtles. Remove them up to 13 feet high & vertically from the actual edge of the turf. This will increase the sunlight exposure for the turf promoting healthier & fuller growth. (Pic 27)

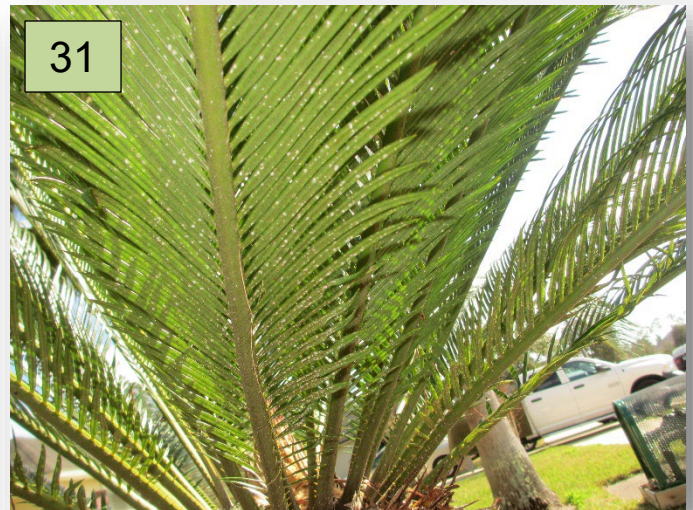


28. At the Amenities Center, prune out the seed pods from the palms. The palm fronds were pruned & look good.

29. Treat any active ant mounds at the Amenities Center.

30. At the entrance to the Amenities Center, two palms were missed when pruning. Correct.

31. In the same area, treat the Sago for African Scale. Use a systemic insecticide. (Pic 31)



Tab 6



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

MEMORANDUM

DATE: March 7, 2023
TO: Bainebridge
ATTN: Board of Directors
FROM: Chris Ernst
RE: Landscape Report

Grounds Maintenance

Bi-weekly grounds maintenance

Bi-weekly bed weed control.

Apply herbicide to landscape beds.

Apply herbicide to pavers and sidewalk cracks.

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

Irrigation

Now new news to report.

Agronomics

We will be applying a nitrogen-based fertilizer to help push the grass out of dormancy. We will also be applying a insecticide and fungicide. There will be a wall to wall weed treatment as well.

Enhancements

Flowers will be installed in April.

Arbor Care

Proposed to clean up area on the far east end of the property along Pecan Park Rd

Tab 7

Proposal for Extra Work at Bainebridge CDD

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

Project Name East Corner tree work

Project Description Clean up natural area on the far east corner at the front along Pecan Park Rd.

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Elevate Oak Tree and Cypress Tree. Reove and stump grind wax myrtles and tallow trees

For internal use only

SO# 8054219
JOB# 346101085
Service Line 300

Total Price \$2,610.00

THIS IS NOT AN INVOICE

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

TERMS & CONDITIONS

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

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

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

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **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

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

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

Customer

	Property Manager
Signature _____	Title _____
Lesley Gallagher	March 03, 2023
Printed Name _____	Date _____

BrightView Landscape Services, Inc. "Contractor"

	Associate Account Manager
Signature _____	Title _____
Christopher R. Ernst	March 03, 2023
Printed Name _____	Date _____

Job #:	346101085		
SO #:	8054219	Proposed Price:	\$2,610.00



REMOVE

Tab 8



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: February 23, 2023

Aquatic Tech: Bill Fuller

Client: Bainebridge CDD

Contact: Lesley Gallagher

Waterways: Twenty ponds.

Comments: 76° F Winds 5-7 mph.

Pond 1: Pond was in good condition. No invasive species noted.



Pond 2: Pond was in good condition. No invasive species noted.



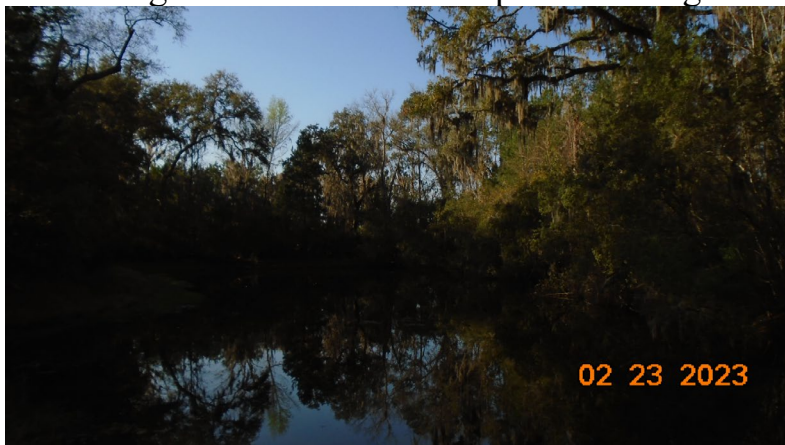
Pond 3: Pond was in very good condition. No invasive species noted.



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



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



Pond 6: Pond was in good condition. Had a good kill on the perimeter vegetation.



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



Pond 8: Pond was in good condition. No invasive species noted.



Pond 9: Pond was in very good condition. No invasive species noted.



Pond 10: Pond has lost its access point due to installation of new fence.



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



Pond 12: Pond was in good condition. We had a good kill on the perimeter vegetation. **No boat access.**



Pond 14: Pond was in very good condition. No invasive species noted.



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



Pond 16: Pond was in good condition. No invasive species noted.



Pond 17: Pond was in very good condition. No invasive species noted.



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



Pond 19: Pond was in overall good condition. Had a good kill on the naiad...noted a lot of pollen.



Pond 20: Pond was in good condition. No invasive species noted.





6869 Philips Parkway Drive South, Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: February 16, 2023

Fountain Tech: Tom Hair

Client: Bainebridge CDD

Contact: Lesley Gallagher & Kelly Mailhot

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

Replaced 1 light bulb.



Please contact our office with any further questions or comments.

Tab 9



1400 Village Square Boulevard
 #3-293
 Tallahassee, FL 32312
 www.fitnessproinc.com

Contract: Quarterly Preventative Maintenance

CUSTOMER	BILL TO
Bainbridge Estates	Bainbridge Estates Bainbridge CDD c/o Rizzetta & Company 3434 Colwell Avenue, Suite 200 Tampa, FL 33614

START DATE	EXPIRES	CONTRACT TYPE	P.O. NO.	CONTRACT NO.
Jan 1, 2023	None	Quarterly Preventative Maintenance		Pay Per Visit

CONTRACT LIMIT:	Unlimited
SUBTOTAL:	\$175.00
TAX:	\$0.00
TOTAL:	\$175.00

CONTRACT DESCRIPTION
<p>This Preventative Maintenance Agreement will cover the servicing of the listed equipment at your facility.</p> <p>This service will be as follows: 1) Operational Inspection, 2) Visual Inspection, 3) Lubrication, 4) Calibration, 5) Internal inspection & Cleaning as needed, 6) Adjust to manufacturers specifications, 7) Repairs that can be done at time of PM that would not require additional parts or tools, 8) Notation of Service in Logbook (if customer requires and provides the logbook), and 8) Notation of equipment status.</p> <p>Fitness Pro will provide further product support with the following services: 1. An emailed summary of status and work done on equipment listed. 2. Access to customers service file online through our service website. 3. Will use only factory replacement parts on any repair, unless other specified or approved by customer or manufacturer. We will always let you know what your lowest price option is and let you choose.</p> <p>Preventative Maintenance fee does not include additional repairs. Customer will be notified of any additional repairs that are diagnosed at time of preventative maintenance. We require customer to approve of all additional repairs and fees.</p> <p>This agreement is strictly preventive in nature, intended to keep your facility as operational as possible by drawing attention to its present status. This agreement does not cover abuse, vandalism, normal wear and tear, external cleaning, or any acts of God resulting in failure of equipment, nor does it include the cost of parts, shipping, or labor charges associated with a repair not specified by this agreement. Fitness Pro reserves the right to refuse service on certain manufacturers.</p>

CONTRACT TERMS
<p>Quarterly Terms: \$175.00 per visit, 4 visits per year</p> <p>This agreement is subject to the fitness equipment located on property at the time the agreement was accepted. Any additions to your fitness center will require a new signed agreement.</p> <p>Also, if your ownership requires any additional insurance coverage (i.e. waiver of subrogation or to be named an additional insured) or pre qualification these charges will be billed in addition to this estimated total. All compliance fees and/or monitoring fees required by the customer will be invoiced back to the customer.</p> <p>Prices are subject to change with a 30-day notice.</p> <p>THIS AGREEMENT MAY BE CANCELED BY EITHER PARTY WITH A 30-DAY WRITTEN NOTICE. Account payment terms will be agreed upon before first visit. A delinquent account will void this agreement.</p> <p>Please remit payment to: Fitness Pro 1400 Village Square #3-293 Tallahassee, FL 32312</p> <p>Billing Contact: Tracy Parmer</p>

tracy@wearefitnesspro.com

Signature: _____

Printed Name: _____

Date: _____

Tab 10

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT ADOPTING REVISED SUSPENSION AND TERMINATION RULES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bainebridge Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, which owns, operates and maintains certain recreational amenity facilities (collectively, “Recreational Facilities”); and

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District’s Board of Supervisors (“Board”) desires to adopt revised rules relating to the suspension and/or termination of patrons’ rights to utilize the Recreational Facilities; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the revised *Suspension and Termination of Access Rule* (“Suspension and Termination Rules”), which are attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption, including the holding of a public hearing thereon.

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

SECTION 1. The Suspension and Termination Rules set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

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

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

PASSED AND ADOPTED this 16th day of March 2023.

ATTEST:

**BAINBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Revised Suspension and Termination of Access Rule

Exhibit A

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: March 16, 2023

In accordance with Chapters 190 and 120 of the Florida Statutes, and on March 16, 2023 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.