



Rizzetta & Company

Bainebridge Community Development District

**Board of Supervisors' Meeting
September 21, 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 Larry Hall 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

September 14, 2023

AGENDA

Dear Board Members:

The **regular** meeting of the Bainebridge Community Development District will be held on **September 21, 2023 at 6:00 p.m.** at the Bainebridge Amenity Center, located at 15855 Twin Creek Drive, Jacksonville, Florida 32218. The following is the **tentative** agenda for this meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **AUDIENCE COMMENTS ON AGENDA ITEMS**
4. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held July 20, 2023 Tab 1
 - B. Ratification of the Operation and Maintenance Expenditures for July 2023 Tab 2
5. **STAFF REPORTS**
 - A. Landscape Inspection Specialist
 1. Landscape Inspection Report September 2023 Tab 3
 2. Acceptance of Landscape Inspection Services Addendum Fiscal Year 2023-2024 Tab 4
 - B. Landscape Manager
 1. Landscape Report September 2023 Tab 5
 2. Responses to September Landscape Inspection Report Tab 6
 - C. District Counsel
 - D. District Engineer
 1. Review of Scope for Repairs SWMF 11 Tab 7
 - E. Amenity Manager..... Tab 8
 - F. District Manager
 1. Charles Aquatics Pond & Fountain Report..... Tab 9
 2. Acceptance of Fourth Addendum – Contract for Professional District Services Tab10
6. **BUSINESS ITEMS - Part One**
 - A. Consideration of BrightView Renewal Proposal Tab11
 - B. Consideration of Charles Aquatics Renewal Proposal Tab12
 - C. Consideration of District's Fiscal Year 2023-2024 Insurance Policy Renewal (under separate cover)
 - D. Consideration of Resolution 2023-11; Setting Date, Time and Location of Fiscal Year 2023-2024 Meetings Tab13
 - E. Consideration of Renewal Proposal from First Coast CMS..... Tab14

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7. AUDIENCE COMMENTS

8. Business Items – Part Two Closed Session *

A. Discussion Regarding Off Duty JSO Options for FY 2023/24 *

**Florida law requires Board discussions related to the District's security system, as well as any discussions that would reveal the operations of the security system, types of equipment, and/or locations, to be held in a closed session, per Section 119.07138 and Section 281.301 of the Florida Statutes.*

9. SUPERVISOR REQUESTS

10. 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

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 July 20, 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
Alton Mabb Board Supervisor, Assistant Secretary

Also present were:

- Lesley Gallagher District Manager, Rizzetta & Company, Inc.
Katie Buchanan District Counsel, Kutak Rock, LLC (speakerphone)
Chris Ernst BrightView Landscape
Tony Shiver President, First Coast CMS
Bryan Schaub Field Manager, Rizzetta & Company, Inc. (speakerphone)

Audience members present.

FIRST ORDER OF BUSINESS

Call to Order

On a motion by Mr. Helms, seconded by Mr. Huff, with all in favor, the Board opened the meeting at 6:00 pm, for Bainebridge Community Development District.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

Mr. Mabb led the Pledge of Allegiance.

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THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors Regular Meeting held on May 11, 2023

On a motion by Mr. Mabb, seconded by Mr. Huff, with all in favor, the Board approved the Minutes of the Board of Supervisors Regular Meeting held on May 11, 2023, for Bainebridge Community Development District.

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FOURTH ORDER OF BUSINESS

Ratification of the Operation and Maintenance Expenditures for April, May and June 2023

On a motion by Mr. Mabb, seconded by Mr. Huff, with all in favor, the Board ratified the Operation and Maintenance Expenditures for April 2023 in the amount of \$21,860.74, May 2023 in the amount of \$23,272.21, and June in the amount of \$24,943.68, for Bainebridge Community Development District.

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FIFTH ORDER OF BUSINESS

Consideration of Resolution 2023-08; Redesignating Secretary

On a motion by Mr. Helms, seconded by Mr. Huff, with all in favor, the Board adopted Resolution 2023-08; Redesignating Scott Brizendine as Secretary, for Bainebridge Community Development District.

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SIXTH ORDER OF BUSINESS

Staff Reports

- A. Landscape Inspection Report
Mr. Schaub reviewed his report and was available to answer questions.
- B. Landscape Manager
 - 1. Brightview Landscape Report
Mr. Ernst reviewed his report and was available to answer questions. He also updated the Board that they are monitoring the irrigation.
- C. District Counsel
Ms. Buchanan updated the Board that effective January 1st, CDD Board Supervisors will be required to complete 4 hours of ethics training. Her firm will be circulating more information regarding this in the fall.
- D. District Engineer
The District Engineer was not requested to attend. Ms. Gallagher updated the Board that he had provided the map that reflected the access points to the ponds.

On a motion by Mr. Helms, seconded by Mr. David, with Mr. Mabb opposed, the Board approved option #2 in the amount of \$15,461.10 pending Department of Health approval, for Bainebridge Community Development District.

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Mr. David joined the meeting in progress.

E. Amenity Manager

Mr. Shiver reviewed his report found under tab 6 of the agenda. He then reviewed two options in his report for replacement of the water feature pump. Discussion ensued regarding warranty and materials used.

On a motion by Mr. Helms, seconded by Mr. Mabb, with all in favor, the Board authorized the District Manager’s office to send out letters to all property owners on ponds without access to try to obtain easements, for Bainebridge Community Development District.

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Mr. Shiver also updated the Board that the grill had been replaced following an issue after the 4th of July.

1. Consideration of Water Feature Pump

F. District Manager

Ms. Gallagher noted that the next regularly scheduled meeting is September 21st and that she would be presenting proposals for Fiscal Year 2023-2024 renewals from current vendors as well as the Fiscal Year 2023-2024 meeting schedule.

1. Charles Aquatics Pond Report

It was noted that there are 3 ponds (6, 12 and 16) that are not in good condition.

2. Presentation of Registered Voter Count

Ms. Gallagher noted that per correspondence from the Duval County Supervisor of Elections, there were 1040 registered voters within the District as of April 15, 2023.

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SEVENTH ORDER OF BUSINESS

Consideration of Charles Aquatics Proposals for Repairs

Ms. Gallagher noted that this proposal and the report responses were currently under review with the District Engineer.

On a motion by Mr. Mabb, seconded by Mr. David, with all in favor, the Board authorized the Chairman to sign off on the final proposal with a not to exceed amount if \$604.30, for Bainebridge Community Development District.

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EIGHTH ORDER OF BUSINESS

**Public Hearing on Fiscal Year 2023-2024
Budget and Public Hearing on Assessments**

On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board opened the public hearings on Fiscal Year 2023-2024 Budget and onn Special Assessments, for Bainebridge Community Development District.

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Ms. Gallagher reviewed the updates since the proposed budget meeting.

Public comments were heard on street lighting.

On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board closed the public hearings on Fiscal Year 2023-2024 Budget and on Special Assessments, for Bainebridge Community Development District.

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1. Consideration of Resolution 2023-09; Adopting Fiscal Year 2023-2024 Budget

On a motion by Mr. Huff, seconded by Mr. Helms, with all in favor, the Board adopted Resolution 2023-09 as presented, Approving Fiscal Year 2023-2024 Budget, for Bainebridge Community Development District.

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1. Consideration of Resolution 2023-10; Imposing Special Assessments

On a motion by Mr. David, seconded by Mr. Huff, with all in favor, the Board adopted Resolution 2023-10; Imposing Special Assessments, for Bainebridge Community Development District.

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NINTH ORDER OF BUSINESS

Appointment to Seat 5

On a motion by Mr. Mabb, seconded by Mr. Huff, with all in favor, the Board appointed Larry Hall to seat #5, previously held by Charles Straw, for Bainebridge Community Development District.

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TENTH ORDER OF BUSINESS

Oath of Office

Ms. Gallagher have Mr. Hall his Oath of Office.

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ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2023-05;
Redesignating Assistant Secretary**

On a motion by Mr. David, seconded by Mr. Helms, with all in favor, the Board adopted Resolution 2023-05; Redesignating Mr. Hall as Assistant Secretary, for Bainebridge Community Development District.

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TWELFTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

Audience

Audience comments were heard on the mailed assessment notice, decorative entry lights out after heavy rains at Douglas Lake.

Supervisors

Mr. Mabb had a question about the weekly amenity trash pick up on Friday's.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board adjourned the meeting at 7:41 p.m. for Bainebridge Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

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

July 2023

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2023 through July 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: \$

30,243.69

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Company name: Bainebridge Community Development District
Report name: Check register
Created on: 8/8/2023
Location: 140--Bainebridge

Bank	Date	Vendor	Document	Amount
140TRUISTOP - Trui Account no: 1000043924702				
	7/28/2023	V0114--Alton Mabb Jr.	100197	200.00
	7/28/2023	V0119--Always Improving, LLC	100198	175.00
	7/13/2023	V0135--American Electrical Contract	100193	498.00
	7/28/2023	V0369--BrightView Landscape Serv	100199	2,724.60
	7/3/2023	V0369--BrightView Landscape Serv	100184	3,093.00
	7/7/2023	V0448--Charles Aquatics, Inc.	100186	665.00
	7/19/2023	V03032--City of Jacksonville	100194	63.25
	7/15/2023	V0550--COMCAST	EFT	354.62
	7/7/2023	V02698--Dean Thomas Fallis	100187	150.00
	7/7/2023	V02699--Eric M Kilis	100188	300.00
	7/19/2023	V0876--First Coast Contract Mainte	100195	2,485.21
	7/7/2023	V0876--First Coast Contract Mainte	100189	6,378.63
	7/24/2023	V1242--JEA	EFT	1,331.74
	7/7/2023	V02701--Michael Tomberg	100190	530.00
	7/7/2023	V02697--Raul Garnett	100191	512.50
	7/6/2023	V1996--Republic Services	EFT	284.51
	7/3/2023	V1954--Rizzetta & Company, Inc.	100183	5,607.00
	7/28/2023	V2098--Samuel Lincoln Helms III	100200	200.00
	7/19/2023	V2513--U.S. Bank	100196	4,040.63
	7/7/2023	V2552--VGlobal Tech	100192	250.00
	7/28/2023	V2576--Walter David	100201	200.00
	7/28/2023	V2641--William R. Huff II	100202	200.00
Total for 140TRUISTOP				30,243.69

Tab 3

BAINEBRIDGE

LANDSCAPE INSPECTION REPORT



September 5, 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 the 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. Along Pecan Park & along Bainebridge, continue to eliminate any grassy weeds, broadleaf weeds, and Sedge. (Pic 1)



7. In the east ROW of Bainebridge & behind the fencing, diagnose & treat the Muhly Grasses. Cottony Scale. (Pic 7)



2. At the entrance, remove all turf runners in the beds & tree rings. Also, set strong bed lines.
3. In the entrance median island & both ROWs, continue treating both the hedge & Standard Privet units. Looks like Leaf Spot.
4. **There are three Holly trees at the entrance area that need to be checked as they appear stressed. Diagnose & treat.**
5. In the entrance median island, prune the dead branches from the Magnolias.
6. This winter, schedule a rotation to pencil prune the Crape Myrtles along Pecan Parkway.
7. In the east ROW of Bainebridge & behind the fencing, diagnose & treat the Muhly Grasses. Cottony Scale. (Pic 7)
8. In the same beds, remove all vines.
9. In the same beds, remove all weeds. Hand pull larger weeds.
10. In the same area, remove all suckers from the Crape Myrtles.
11. **On both sides of the monument, something is still stressing the Juniper. Brightview has stated this is an excess moisture issue. Present a plan to remedy the issue. Replace dead units.**
12. In the same area, treat for weeds and hand pull any large weeds.



Bainebridge & Amenities Center

13. At the entrance monument & ROWs, hand prune the roses. Check for fungi & treat if necessary. (Pic 13)



14. The Wax Myrtle beds in the NE corner of Bainebridge & Pecan Park were pruned back. Great Job! Brightview. Continue maintenance. Also, remove all vines.

15. In the bed that was recently cleaned up at the entrance & on the western boundary, continue maintenance and remove all vines.

16. Diagnose & treat the Magnolias at the entrance in the median & both ROWs. Might be Scale. I noted it on at least 5 trees. Report findings. (Pic 16)



17. Property-wide, treat all joint crack weeds.

18. At the Amenities Center, detail the beds surrounding the courts. Include weeding, raking the mulch level, and setting strong bed lines. (Pic 18)



19. In the same beds, remove dead Muhly Grasses and report number to the DM.

20. The door to the irrigation clock was left open. Please, keep this box closed and locked.

21. In the front of the Amenities Center, remove all grassy weeds from the Loropetalum.

22. In the same area, prune all plants to remove contact with existing structures including buildings & fencing.

23. Behind the pool deck, remove all mosses from the Ornamental Trees.

24. To the east of the Amenities Center parking lot, prune the encroaching Wax Myrtles. There was some work completed on this item. **Still more to go.**

25. In the same area, remove a broke limb that is hung up in the Wax Myrtles. It poses as falling hazard. (Pic 25 >)

26. Property-wide, treat for active ant mounds. Rake out all inactive mounds.



Amenities Center

27. In front of the clubhouse, continue to monitor the Holly trees. These two units are good candidates for replacement.
28. In the Amenities Center parking area, remove all volunteer plants growing up into the plant material and in the beds.



Tab 4

**SECOND ADDENDUM TO THE CONTRACT
FOR
PROFESSIONAL LANDSCAPE INSPECTION SERVICES**

This Second Addendum to the Contract for Professional Landscape Inspection Services (this “**Addendum**”), is made and entered into as of the _____ day of _____, 20____ (the “**Effective Date**”), by and between **Bainbridge Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Duval County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and the Consultant entered into the contract for Professional Landscape Inspection Services dated October 2, 2018 (the “**Contract**”), incorporated by reference herein; and

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

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

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

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

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

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

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY:

PRINTED NAME:

William J. Rizzetta

TITLE:

President

DATE:

COMMUNITY:

Bainbridge Community Development District

BY:

PRINTED NAME:

TITLE:

DATE:

EXHIBIT A

Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance quarterly pursuant to the following schedule:

QUARTERLY

\$950

ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

Job Title:	Hourly Rate:
Principal	\$500.00
VP/CFO/COO	\$450.00
Director	\$250.00
Information Technology Manager	\$225.00
Regional District Manager	\$225.00
Financial Services Manager	\$225.00
Accounting Manager	\$225.00
Regional Licensed Community Association Manager	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Clubhouse Manager	\$175.00
Senior Helpdesk Support Engineer	\$175.00
Financial Analyst	\$150.00
Division Manager Landscape Inspection Services	\$150.00
Senior Accountant	\$150.00
Collections Manager	\$125.00
Landscape Specialist	\$125.00
Financial Associate	\$125.00
Community Association Coordinator	\$100.00
Staff Accountant	\$100.00
Information Technology	\$100.00
Accounting Clerk	\$85.00
Administrative Assistant	\$85.00

Tab 5



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

MEMORANDUM

DATE: September 14, 2023
TO: Bainebridge
ATTN: Board of Directors
FROM: Chris Ernst
RE: Landscape Report

Grounds Maintenance

Weekly grounds maintenance

We will be starting bi-weekly grounds maintenance in October.

Applying herbicide to landscape beds.

Applying herbicide to pavers and sidewalk cracks.

Hand weeding at the entrance and amenity center

Trimming at the entrance and amenity center

We will be cutting back roses and fertilizing in October.

Debris pick up from Hurricane Idalia.

Filled in the washout behind the pool area with dirt.

Irrigation

No new news to report.

Agronomics

We are applying the last nitrogen-based fertilizer application to all turf in September.

We will be looking out for funguses at this is the time of year we will be seeing them.

Turf weed treatment.

Fungicide treatments to the ligustrums at the entrance.

Insecticide treatments to the magnolias and ornamental grasses at the entrance.

We will be fertilizing plant material in October.

Enhancements

Fall flowers will be installed in October.

Arbor Care

No new news to report.

Tab 6

From: [Christopher Ernst](#)
To: [Bryan Schaub](#)
Cc: [Lesley Gallagher](#); [Kelly Mailhot](#)
Subject: [EXTERNAL]RE: September Bainebridge Landscape Inspection Report
Date: Thursday, September 14, 2023 5:47:29 AM

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 Bryan,

Please see below for my responses. Thank you, Chris

1. This is scheduled for treatment on the 15th
2. This has been completed
3. The mulch and leaves have been raked back off the root system. We have also treated with a fungicide.
4. I am looking into this. It looks like it is withes broom.
5. This will be completed on 9/20
6. We have this scheduled in February
7. This has been treated with a insecticide
8. This will be completed on 9/20
9. This will be completed on 9/20
10. This has been completed
11. I am working on this
12. This has been completed
13. This will be completed on 9/20
14. Thank you. We will get this on 9/20
15. This has been completed
16. This was treated with a granular insecticide
17. This has been completed
18. This has been completed
19. This has been completed
20. The door has been shut and locked
21. This has been completed
22. This has been completed
23. Will be completed on 9/20
24. Will be completed on 9/20
25. This will be completed on 9/20
26. We are working on this
27. A proposal has been submitted for this
28. This has been completed.

From: Bryan Schaub <BSchaub@rizzetta.com>

Sent: Monday, September 11, 2023 12:18 PM
To: Christopher Ernst <Christopher.Ernst@brightview.com>
Subject: September Bainebridge Landscape Inspection Report

EXTERNAL E-MAIL

Hello Christopher,

I hope this email finds you well. Attached is the September Bainebridge Landscape Inspection Report. Please, copy Lesley Gallagher at lgallagher@rizzetta.com and her administrative assistant Kelly Mailhot at kmailhot@rizzetta.com when you return your responses, treatment plans and/or proposals to me.

Regards,

Bryan Schaub
Landscape Specialist

Rizzetta & Company
2700 South Falkenburg Road
Suite 2745
Riverview, Florida 33578
Phone: 813.533.2950

bschaub@rizzetta.com

rizzetta.com



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Tab 7

BID PROPOSAL

for

Bainebridge SWMF 11 Lake Maintenance

for

Bainebridge Community Development District

Bainebridge Community Development District respectfully request a bid from your firm for the Maintenance of SWMF 11 outfall structure for the Bainebridge Subdivision. The project is located on the North side of Jacksonville, just west of I-95 on Pecan Park Road in Duval County, Florida. All maintenance work shall conform to COJ (City of Jacksonville) construction standards and specifications

The bids will be sent via email to Dunn & Associates, Inc. at dtaylor@dunneng.com on the provided proposal form no later than 00/00/2023. The bid opening will be private.

The Bidder, in compliance with the Invitation for Bainebridge SWMF 11 Lake Maintenance, the documents prepared by Dunn & Associates, Inc., and the site of the proposed work and improvements; and being thoroughly familiar with all requirements, standards and specifications of Duval County, and being familiar with all conditions surrounding the maintenance of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, supplies and to construct the project in accordance with this contract document.

The Bidder hereby agrees to commence work within ten (10) days after the date of the award of the Contract. Access to SWMF 11 Control Structure is through the 20 ft easement between lots 15850 and 15856 Baxley Creek Drive and in the 15 ft access easement along the south pond bank. Access and work is only permitted from 8 a.m. to 5 p.m.. Adjacent homeowners shall be notified within two days of the commencement to proceed.

INSTRUCTIONS TO BIDDER.

Contractor to repair broken ditch paving by:

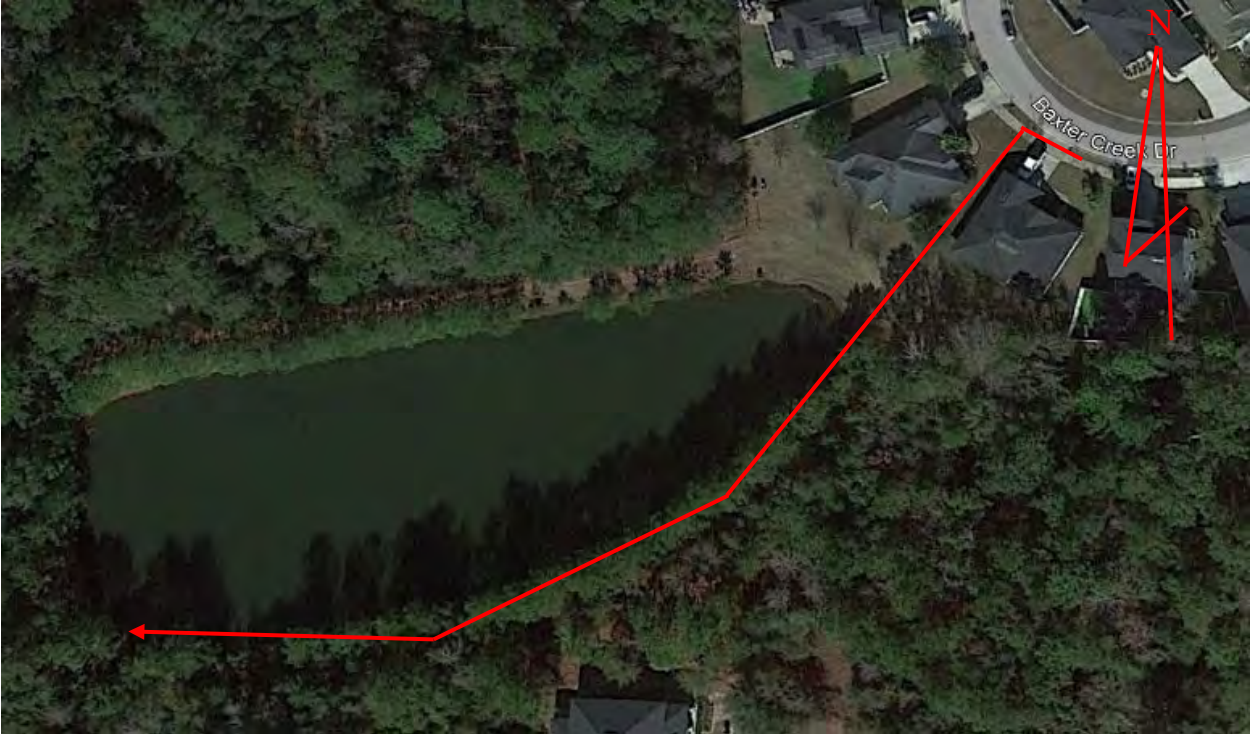
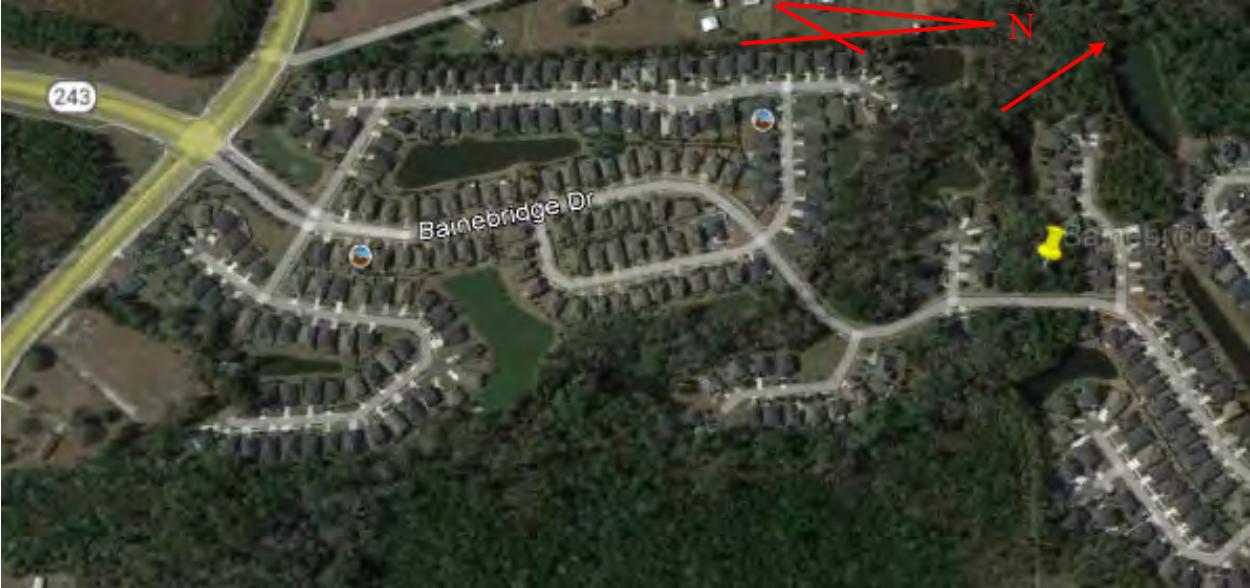
1. Removing broken concrete and filling & backfilling missing dirt with #57 stone under ditch paving.
2. Replace concrete (2,500 PSI) and trowel to match original in shape and size.
3. Add to the end of the concrete, a section -10' wide, 5' beyond ditch paving and 12" deep rip rap at end of ditch paving. See detail.
4. Contractor is responsible for all damage to property as a result of their work. All existing trees, sod, irrigation, and landscaping to remain and must be protected and replaced in the event of damage.
5. CDD is to be indemnified of any liability whatsoever.

Payment is to be made only on completed and accepted work, by Dunn & Associates, Inc. and Bainebridge Community Development District.

Site Inspection Photographs.



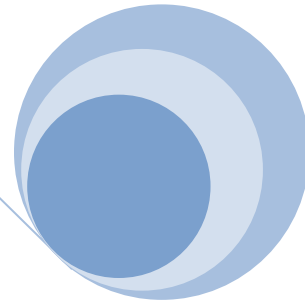
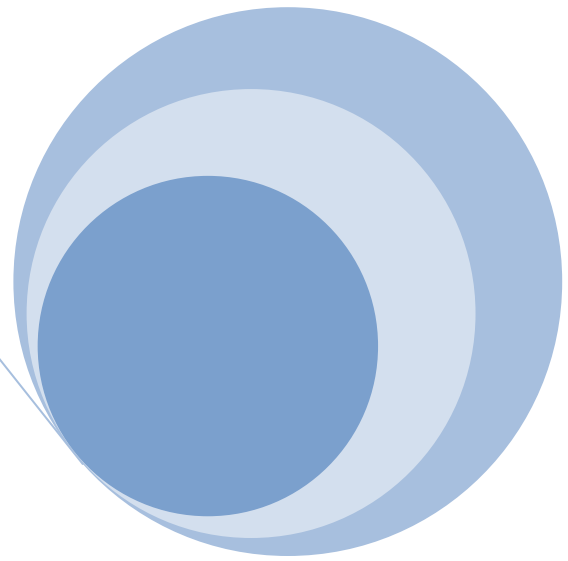
Site Location.



Tab 8



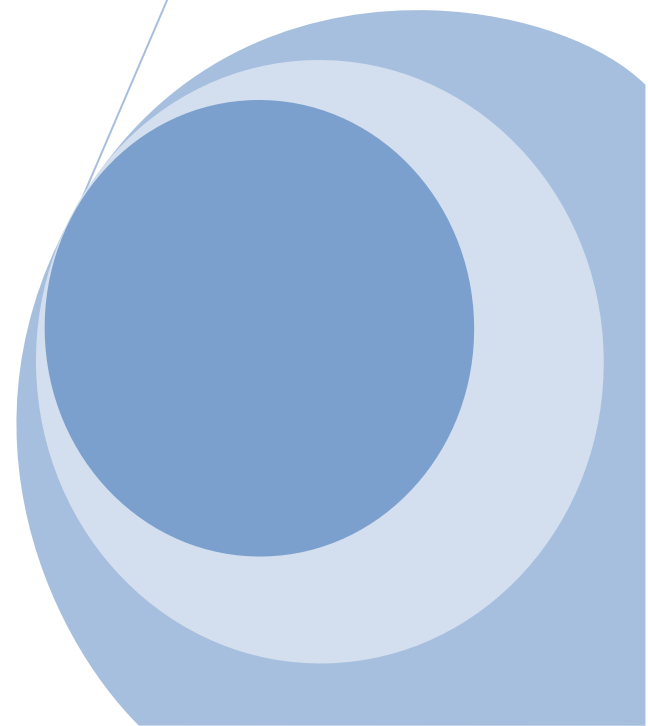
First Coast
CMS



Bainebridge Community Development District

Field Report Sept 2023

First Coast CMS LLC
09/14/2023



Swimming Pool

At this time, we are waiting on the new Speck Variable speed motor to arrive from manufacturer. Since this was approved by the Board in July, there was a delay in moving forward with the order because the Dept of Health got involved. They needed to review the plans for the change. We received the approval for Duval County DOH the last week or August but learned that Speck Industries were sold out of the motor needed for the job. A change was not possible because it would effect the permit and require starting over. We are told by Speck Industries that the new motors are scheduled to arrive from overseas (manufacturing plant) the first week of October and that they will call the installer the moment in arrives. Crystal Clean Repairs has told us that this will be the priority for them once the motor arrives.

The 5hp motor that was previously reported as failed at the last meeting has ben replaced.

Common Area and Events

The Back to School event held by the CDD was successful. First Coast CMS donated school supplies to the children of the District.

The top post to the basketball court fence was repaired.

September is the month that we typically see the largest amount of baby snakes, so we ask that the residents remain alert and aware.

The irrigation break under the pool deck was repaired by Brightview.

Tab 9



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: Sept 5, 2023

Aquatic Tech: Bill Fuller

Client: Bainebridge CDD

Contact: Lesley Gallagher

Waterways: Twenty ponds.

August report

Comments: 89° F Winds 2-4 mph.

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



Pond 2: Pond was in overall good condition. Treated for perimeter vegetation.



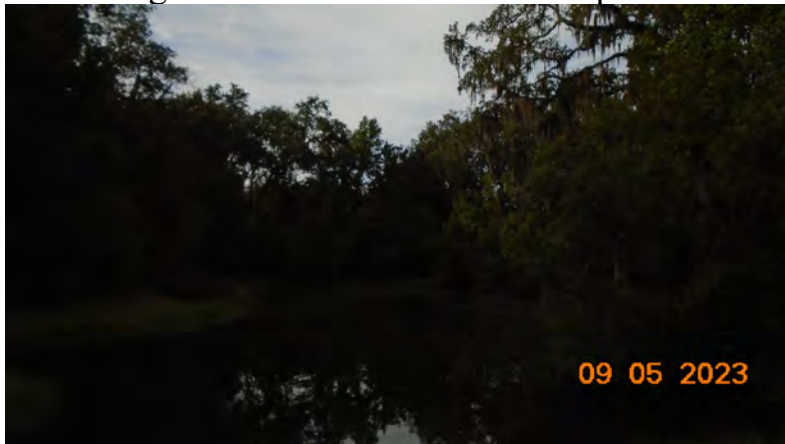
Pond 3: Pond was in good condition. No invasive species noted.



Pond 4: Pond was in good condition. Treated for minor perimeter vegetation.



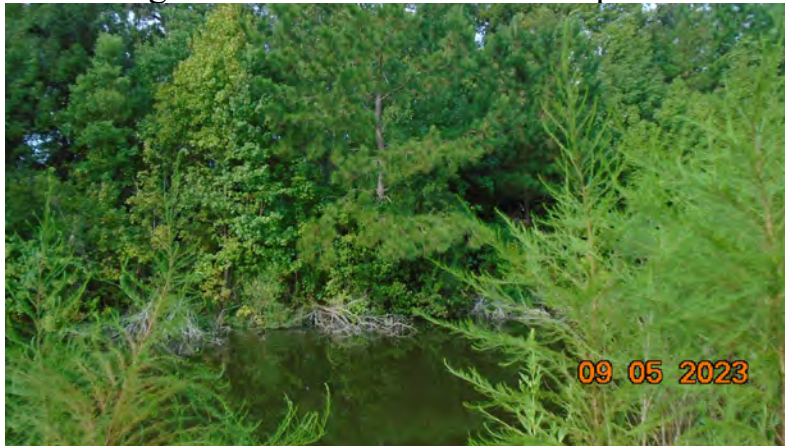
Pond 5: Pond was in good condition. No invasive species noted.



Pond 6: Pond was in overall good condition. Had a good kill on the algae.



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



Pond 8: Pond was in overall good condition. Minor perimeter vegetation.



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



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



Pond 12: Pond was in good condition. No invasive species noted.



Pond 14: Pond was in overall good condition. Treated for water grass.



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



Pond 16: Pond was in fair condition. Treated for algae.



Pond 17: Pond was in overall good condition. Treated for perimeter vegetation.



Pond 18: Pond was in overall good condition. Treated for algae.



Pond 19: Pond was in overall good condition. Treated for perimeter vegetation.



Pond 20: Pond was in good condition. Minor perimeter vegetation.





Numbers in white represent numbering on pond report

numbers in red representing numbering on Engineer's Report



Tab 10

**FOURTH ADDENDUM TO THE CONTRACT FOR
PROFESSIONAL DISTRICT SERVICES**

This Fourth Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1st day of October, 2023 (the “**Effective Date**”), by and between **Bainebridge Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Duval County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

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

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

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

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

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

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

(Remainder of this page is left blank intentionally)

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

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____
PRINTED NAME: William J. Rizzetta
TITLE: President
DATE: _____

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

BY: _____
PRINTED NAME: _____
TITLE: Chairman/Vice Chairman
DATE: _____

ATTEST:

Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

Exhibit B – Schedule of Fees

EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	MONTHLY	ANNUALLY
Management:	\$2,108.92	\$25,307
Administrative:	\$562.42	\$6,749
Accounting:	\$1,884.00	\$22,608
Financial & Revenue Collections:	\$492.17	\$5,906
Assessment Roll ⁽¹⁾		\$5,906
Total Standard On-Going Services:	\$5,047.50	\$66,476

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

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

PUBLIC RECORDS REQUESTS FEES:

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

JOB TITLE:	HOURLY RATE:
Regional Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

LITIGATION SUPPORT SERVICES:

Litigation Support Services will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
President	\$ 300.00
Chief Financial Officer	\$ 250.00
Vice President	\$ 225.00
Regional District Manager	\$ 200.00
Accounting Manager	\$ 200.00
Finance Manager	\$ 200.00
District Manager	\$ 175.00
Amenity Services Manager	\$ 175.00
Clubhouse Manager	\$ 150.00
Field Services Manager/Landscape Specialist	\$ 150.00
Senior Accountant	\$ 150.00
Staff Accountant	\$ 100.00
Financial Associate	\$ 100.00
Administrative Assistant	\$ 85.00
Accounting Clerk	\$ 85.00

Tab 11

LANDSCAPE SERVICES AGREEMENT

Date: July 12, 2023

BrightView: BrightView Landscape Services, Inc.

Client: Bainebridge CDD (Rizzetta and Company)

Contract Start Date: October 1, 2023

Contract End Date: September 30, 2024

Service Fee*: \$37,872.00

*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (the "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.

2. **Term.** The "Initial Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the Contract Start Date of the Initial Term (each, an "Anniversary Date"), unless either party gives written notice to the other party of its intent not to renew at

least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term".

3. **Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").
4. **Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.
5. **Cooperation.**
 - (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
 - (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
 - (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the

effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Service Fee subject to adjustments as described below. Client shall pay the Service Fee to BrightView through monthly payments. The Service Fee shall be payable in 12 equal monthly installments, beginning in the month of October (the "Monthly Installment Plan"). Monthly invoices will be dated the 1st of each month, and payments are due within fifteen (15) days of the invoice date.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of this Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the BrightView had the terminated Agreement continued uninterrupted until the end of its then current term.
- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for

the immediately preceding 12 months by the greater of (i) 5% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.

- (f) In the event that, during the performance of Services, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the Services increases by more than twenty percent (20%) over the Variable Costs on the Contract Start Date, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs.
- (g) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 90 day's prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if this Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client. Furthermore, and without limiting any of the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due

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

- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Delaware will govern this Agreement, except with regard to its conflicts of laws

doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.

- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further,

BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

(j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one

of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

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

Notices. Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: _____
Address: _____

With a copy to:

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

If to Client:

Attn: _____
Address: _____

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the preamble)

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330. Thank you for your confidence in partnering with BrightView.

This Statement of Work ("SOW") is incorporated into the Agreement by this reference. In the event multiple SOWs or Work Orders are attached to the Agreement as provided herein, each such SOW or Work Order shall be mutually exclusive of each other.

Landscape Site Name:*	Bainebridge CDD	Landscape Site Location:	15855 Twin Creek Drive Jacksonville, FL 32218
Client Business Name:	Rizzetta and Company	Client Contact Name:	Lesley Gallagher
Client Contact Telephone:	904.436.6270	Client Contact Email:	lgallagher@rizzetta.com
Billing Business Name:	Bainebridge CDD	Billing Contact Name:	Lesley Gallagher
Billing Contact Telephone:	904.436.6270	Billing Contact Address:	2806 North 5 th Street Unit 403 St. Augustine, FL 32084
Billing Email:	lgallagher@rizzetta.com		
BrightView Contact Name:	Rodney Hicks	BrightView Contact Telephone:	904.545.1876

BrightView shall email all invoices to the Billing Email above. Client is responsible to notify BrightView immediately regarding any change to the Billing Email. Client shall pay all invoices within the payment terms in Section 6(a) of the Agreement.

Scope of Landscape Services

Description of Services (attach diagrams if necessary):

Base Maintenance: \$22,212.00

- 43 Maintenance Visits
- Mowing, Edging, String Trim, Blowing Debris
- Bed Weed Control
- Shrub and Groundcover Pruning

Agronomics: \$2,220.00

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

Irrigation: \$1,872.00

- Monthly inspections and adjustments
- Monthly cleaning of heads and report

Annuals: \$2,880.00

- Install 4" annuals 4x per year
- Prep and cleanup included

Palms: \$1,692.00

- Removal of dead fronds and bloom spikes 1x per year from all palms
- Equipment, dump fees, and cleanup included

Mulch: \$6,996.00

- 1x per year of Grade A mulch
- Prep and cleanup included
- 65 cubic yards of mulch and 20 yards of playground mulch.

PECAN PARK RD



BAINEBRIDGE CDD



INTERSTATE 95

AMENITY CENTER



Tab 12



Aquatic Management Agreement

This **Agreement** dated July 6, **2023**, is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name Bainebridge CDD c/o Lesley Gallagher, Rizzetta & Company

Property Address 9478 Bainebridge Dr, Jacksonville, FL 32218

Billing Address 3434 Colwell Ave, Suite 200, Tampa, FL 33614

Phone 904-436-6270 Cell _____ E-Mail lgallagher@rizzetta.com

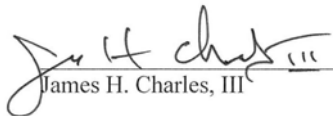
Hereinafter called "**CLIENT**".

- 1) **Charles Aquatics, Inc.**, agrees to provide monthly visual inspections of the waterway(s) and application of herbicides or algacides, as needed, in accordance with the terms and conditions of this **Agreement** and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this **Agreement** at the following location(s): Twenty (20) ponds located in Duval County, FL.
- 2) **CLIENT** agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed aquatic management services:

a) Monthly Aquatic Management Services	\$ 665.00
b) Comprehensive Service Reports following each treatment	\$ <u>Included</u>
c) Pollution Liability Insurance	\$ <u>Included</u>
d) Grass Carp stocking (Upon Approval)	\$ 8.00/fish
e) Permitting for Grass Carp	\$ <u>Included</u>
f) Fabrication and Installation of Aluminum Fish Barriers	\$ <u>55/sq. ft</u>

- 3) **The terms and conditions in this entire Agreement (to include pages 2 and 3) form an integral part of this Agreement and the CLIENT hereby acknowledges that he has read, is familiar with, has checked and initialed all boxes listing DISCLOSURE conditions (a) through (i) on page 2, and will comply with the contents thereof.**

Charles Aquatics, Inc.


James H. Charles, III

Client

Sign _____

Print _____

Date _____

- 4) Payment - This contract has a Net 30 payment requirements. Payments made after 30 days from the date of the invoice will be assessed interest charges in the amount of 1.5% for each month payment is late.
- 5) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** within 30 days of the issuance.

Terms and Conditions

- 1) **Control Methods** - Aquatic Management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this agreement for the control of non-native, invasive aquatic weeds:
- a) **Chemical Control** - Chemical control consists of periodic applications of aquatic herbicides and algaecides to control aquatic weeds and filamentous or macrophytic algae. When necessary and prior to treatment with aquatic herbicides or algaecides, oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for indicated routine oxygen testing. Planktonic algae, Spikerush and Cyanobacteria will be an additional fee to control.
 - b) **Biological Control** - Biological control consists of the stocking of weed eating fish, *primarily triploid grass carp*. **CLIENT** acknowledges that prior to fish stocking, governmental permits may be required, and that there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking.
 - c) **Mechanical Removal** - Mechanical removal consists of the physical removal of aquatic weeds from waterways. The disposal site of aquatic weeds will be determined by mutual agreement between **Charles Aquatics, Inc.** and the **CLIENT**. Mechanical removal of aquatic weeds may be performed at an additional cost to the **Client**. **This Service is not included in this agreement but available for an additional fee.**
 - d) **Trash Removal** – Trash removal consists of the physical removal of **minor** trash floating within and from the areas immediately surrounding the **Client's** waterway(s) and may be provided at no additional cost. Minor trash is defined as the amount of trash that can fit into a 5 gallon bucket. More trash than that will be an additional cost at \$75/manhour. Hypodermic needles, used diapers, used condoms or other biohazards will not be collected.
- 2) **Disclosure** - **CLIENT** agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this **Agreement** and any extension(s) thereof.

	YES	NO	INITIALS
a) Water used for irrigating landscape around ponds is "effluent" or reclaimed water.	_____	_____	_____
b) Water from the treated waterway(s) is used for irrigation.	_____	_____	_____
c) Water from the treated waterway(s) is used for human or animal consumption.	_____	_____	_____
d) Treated waterways are not used for swimming by humans or pets	_____	_____	_____
e) Treated waterways have been mitigated (government required aquatic planting) or are scheduled to be mitigated.	_____	_____	_____
f) Any special use of treated waterway which may conflict with treatments.	_____	_____	_____
g) The presence of fish such as triploid grass carp, tilapia or koi in the treated waterway.	_____	_____	_____
h) Restrictions on the use of any aquatic herbicides or algaecides in the waterways to be treated.	_____	_____	_____
i) Existence of other aquatic management programs being conducted in the same waterway(s) which Charles Aquatics, Inc. is treating.	_____	_____	_____

j) **CLIENT** agrees to provide **Charles Aquatics, Inc.** additional details on any conditions (s) checked "YES" in boxes adjacent subparagraphs (a) through (i) above on the spaces below:

- k) **CLIENT** agrees that its failure to disclose any conditions (s) listed in (a) through (i) above may compromise **Charles Aquatics'** capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the **Agreement**.
- l) Any failure of **CLIENT** to disclose conditions listed in (a) through (i) above on the date of the execution of this Agreement which may hinder or significantly change **Charles Aquatics'** ability to provide satisfactory aquatic management service does not relieve **CLIENT's** obligation to pay **Charles Aquatics, Inc.** for service provided under the terms and conditions of this **Agreement**.
- m) Disclosure by checking and initialing boxes listing **certain** conditions adjacent to subparagraphs (a) through (i)

above may be cause for **Client** and **Charles Aquatics, Inc.** to renegotiate this **Agreement** prior to the provision of any service by **Charles Aquatics, Inc.**

- 3) **Time-Use Restrictions** - When federal and state regulations require water time-use restrictions following the application of aquatic herbicides, **Charles Aquatics, Inc.**, will notify the **CLIENT** in writing of such restrictions at the time of treatment. It shall be the responsibility of the **CLIENT** to comply with the restrictions throughout the required period of time-use restrictions. **CLIENT** understands and agrees that notwithstanding any other provisions of this **Agreement, Charles Aquatics, Inc.** does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
- 4) **Access** - **CLIENT** agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Adequate access will be determined by **Charles Aquatics, Inc.** and the **Client**. Access routes must be a minimum of ten (10) feet in width, and ten (10) feet high; must provide a firm surface for the passage of boats, boat trailers, and towing vehicles; must have a grade no greater than forty five (45) degrees; and not require crossing bulkheads surrounding waterways. In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this **Agreement** may be terminated or renegotiated.
- 5) **Effective Date** - The effective date of this **Agreement** is the first day of the month in which aquatic management services are first provided.
- 6) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**. The effective date of any termination will be the last day of the month during which written notice is received by **Charles Aquatics, Inc.** *In the event Client terminates the agreement prior to the end of the initial year, Client agrees to pay Charles Aquatics, Inc. for the balance of the agreement.*
- 7) **Renewal** - Upon completion of this **Agreement** or any extension thereof, this **Agreement** shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of **CHARLES AQUATICS, Inc.**, **Client** agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.
- 8) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, General Liability and Pollution Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 9) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.** This would include injury or death to humans or animals who swim, drink or fish in waterways.
- 11) **Monthly Payments** - The monthly amount is firm for the entire term of the original **Agreement**. **CLIENT** understands that, for convenience the annual agreement payments will be distributed equally over a twelve (12) month period and that individual monthly billings may not necessarily reflect fluctuating costs of service. **CLIENT** agrees to reimburse **CHARLES AQUATICS, Inc.** for any bank charges resulting from a returned check for insufficient funds.
- 12) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages to property resulting from normal activities performed in a responsible manner.
- 13) **Non-Payment, Default** - In the case of non-payment by the **CLIENT, Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one half percent (1.5%) per month may be assessed for the period of delinquency.
- 14) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 15) **Alterations and Modifications** - This three (3) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

TAB 13

RESOLUTION 2023-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAINBRIDGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2023/2024, 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 the Duval County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

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

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

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

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

1. The Fiscal Year 2023/2024 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with Section 189.015(1), Florida Statutes.
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 2^{1st} DAY OF SEPTEMBER 2023.

**BAINBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASST. SECRETARY

EXHIBIT "A"

**BOARD OF SUPERVISORS MEETING DATES
BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024**

November 16, 2023

January 18, 2024

March 14, 2024

April 18, 2024

July 18, 2024

September 19, 2024

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

TAB 14

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

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



Sept 8th, 2023

Prepared For: Lesley Gallagher
Rizzetta & Company Inc.

Prepared By: Tony Shiver
President First Coast CMS LLC

Proposal:

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

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

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

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

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

Property: Bainbridge Estates CDD

Scope:

Janitorial (\$470.26)

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

Pool (858.35)

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

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

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

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

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

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

Common Area Maintenance (\$ 309.50)

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

Staffing (\$ 2812.67)

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

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

In consideration for providing personnel onsite for *Janitorial, Maintenance Pool and staffing* services, minimum three visits a week and as needed for emergencies, provided by the Contractor, First Coast CMS LLC, remuneration to the order of **\$4450.78 per month** is to be paid on the first of every month.

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

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

Tony Shiver
President
First Coast CMS LLC.