



Rizzetta & Company

# **Bainebridge Community Development District**

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

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

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

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Bainebridge Amenity Center, 15855 Twin Creek Drive, Jacksonville, FL 32218  
[www.bainebridgecdd.org](http://www.bainebridgecdd.org)

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

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

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

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

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

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors  
Bainebridge Community  
Development District

November 9, 2023

## REVISED AGENDA

Dear Board Members:

The **regular** meeting of the Bainebridge Community Development District will be held on **November 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 the Minutes of the Board of Supervisors' Meeting held September 21, 2023 .....Tab 1
  - B. Ratification of the Operation and Maintenance Expenditures for August, September and October 2023 .....Tab 2
5. **STAFF REPORTS**
  - A. Landscape Manager
    1. Brightview Landscape Report .....Tab 3
    2. Consideration of BrightView Enhancement Proposals .....Tab 4
  - B. District Counsel
  - C. District Engineer
  - D. Amenity Manager .....Tab 5
  - E. District Manager
    1. Charles Aquatics Pond & Fountain Report .....Tab 6
6. **BUSINESS ITEMS**
  - A. Consideration of Proposals for Pond SWMF 11 Repairs (under separate cover)
  - B. Consideration of Charles Aquatics Repair Proposals .....Tab 7
  - C. **Consideration of Renewal Proposal for Fountain Maintenance .....Tab 8**
  - D. Update on JSO & Extra Duty Solutions  
*(\*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 119.071(3) of the Florida Statutes.)*
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**

**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 **September 21, 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	<b>Board Supervisor, Chairman (speakerphone)</b>
Samuel Helms	<b>Board Supervisor, Vice Chairman</b>
Wally David	<b>Board Supervisor, Assistant Secretary</b>
Alton Mabb	<b>Board Supervisor, Assistant Secretary</b>
Larry Hall	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Kyle Magee	<b>District Counsel, Kutak Rock, LLC (speakerphone)</b>
Chris Ernst	<b>BrightView Landscape</b>
Tony Shiver	<b>President, First Coast CMS</b>
Bryan Schaub	<b>Field Manager, Rizzetta &amp; Company, Inc. (speakerphone)</b>

Audience members present.

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Gallagher called the meeting to order at 6:00 p.m. and read the roll call.

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance**

Mr. Mabb led the Pledge of Allegiance.

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**THIRD ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

Audience comments were heard on pool repairs and splash feature pump repair material delays.

**FOURTH ORDER OF BUSINESS**

**Consideration of the Minutes of the Board of Supervisors Regular Meeting held on July 20, 2023**

On a motion by Mr. David, seconded by Mr. Mabb, with all in favor, the Board approved the Minutes of the Board of Supervisors Regular Meeting held on July 20, 2023, for Bainebridge Community Development District.

**FIFTH ORDER OF BUSINESS**

**Ratification of the Operation and Maintenance Expenditures for July 2023**

On a motion by Mr. Mabb, seconded by Mr. Huff, with all in favor, the Board ratified the Operation and Maintenance Expenditures for July 2023 in the amount of \$30,243.69, for Bainebridge Community Development District.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

- A. Landscape Inspection Specialist  
Mr. Schaub reviewed his report found under tab 3 of the agenda and was available via phone to answer questions
  - 1. Landscape Inspection Report September 2023
  - 2. Acceptance of Landscape Inspection Services Addendum Fiscal Year 2023-2024

On a motion by Mr. David, seconded by Mr. Huff, with all in favor, the Board accepted the Addendum to the Landscape Inspection Services Agreement, for Bainebridge Community Development District.

- B. Landscape Manager  
Mr. Ernst provided a brief review of the landscape report found under tab 5 of the agenda and responses to the landscape inspection report found under tab 6.
  - 1. Landscape Report September 2023
  - 2. Responses to September Landscape Inspection Report

*Board moved to agenda item 6A.*

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**SEVENTH ORDER OF BUSINESS**

**Consideration of the BrightView Renewal Proposal**

On a motion by Mr. Huff, seconded by Mr. Hall, with all in favor, the Board approved the BrightView Renewal Proposal for Fiscal Year 2023-2024, for Bainebridge Community Development District.

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*Board moved back to agenda item 5C.*

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**EIGHTH ORDER OF BUSINESS**

**District Counsel**

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Mr. Magee did not have a report but was available to answer questions.

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**NINTH ORDER OF BUSINESS**

**District Engineer**

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1. Review of Scope for Repairs SWMF 11

On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board approved the scope of work provided by Dunn and Associates for repairs to SWMF 11 noting that they request this project be supervised by the District Engineer's office when work begins, for Bainebridge Community Development District.

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**TENTH ORDER OF BUSINESS**

**Amenity Manager**

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Mr. Shiver reviewed his report found under tab 8 of the agenda and was available to answer questions. It was requested that weekly updates on the splash pad repairs be provided.

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**ELEVENTH ORDER OF BUSINESS**

**District Manager**

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Ms. Gallagher noted that the meeting schedule for Fiscal Year 2023-2024 will be presented later in the meeting

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1. Charles Aquatics Pond Report  
Ms. Gallagher noted that pond 16 was noted to be in fair condition with all others were good or very good.

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2. Acceptance of Fourth Addendum – Contract for Professional District Service

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On a motion by Mr. Mabb, seconded by Mr. Helms, with all in favor, the Board accepted the Fourth Addendum to Contract for Professional District Services, for Bainebridge Community Development District.

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**TWELFTH ORDER OF BUSINESS**

**Consideration of Charles Aquatics Renewal Proposals**

On a motion by Mr. David, seconded by Mr. Hall, with all in favor, the Board approved the Charles Aquatics Renewal Proposal in the amount of \$665.00 per month, for Bainebridge Community Development District.

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**THIRTEENTH ORDER OF BUSINESS**

**Consideration of District's Fiscal Year 2023-2024 Insurance Policy Renewal (under separate cover)**

On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board approved the proposal for Fiscal Year 2023-2024 District Insurance Policy Renewal (exhibit A) for General Liability, Public Officials Liability and Property Insurance in the total amount of \$22,797.00, for Bainebridge Community Development District.

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**FOURTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-11; Setting Date, Time and Location of Fiscal Year 2023-2024 Meetings**

The Board reviewed an updated copy of exhibit A to Resolution 2023-11, (exhibit B).

On a motion by Mr. Mabb, seconded by Mr. Helms, with all in favor, the Board adopted Resolution 2023-11 as amended, Setting the Dates, Times and Location for Fiscal Year 2023-2024 Regular Meetings, for Bainebridge Community Development District.

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**FIFTEENTH ORDER OF BUSINESS**

**Consideration of First Coast CMS Renewal Proposal**

The Board reviewed a proposal from First Coast CMS for amenity management services for Fiscal Year 2023-2024 and Fiscal Year 2024-2025 with an automatic increase after the first 12 months. Mr. Mabb made a motion to approve the renewal but for only one year. There was no second to this motion so the motion failed.

On a motion by Mr. Helms, seconded by Mr. David, by majority vote, with Mr. Mabb opposed, the Board approved the First Coast CMS Renewal Proposal as presented, for Bainebridge Community Development District.

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**SIXTEENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience Comments**



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**Audience**

Audience comments were heard on the frequency of pool vacuuming, water feature pump, landscaping along Bainebridge Drive which is not CDD maintained, HOA matters, access to the amenity room.

**Supervisors**

There were supervisor requests on street lighting. Mr. Huff also reminded the audience to contact Ms. Gallagher with any concerns outside of meetings.

**SEVENTEENTH ORDER OF BUSINESS      Discussion Regarding Off Duty JSO Options for Fiscal Year 2023/2024**

The Board entered the closed session of the meeting, only staff and the Board remained present. The Board reviewed the JSO off duty options and discussion ensued.

On a motion by Mr. David, seconded by Mr. Hall, with all in favor, the Board moved forward with the months of December, May, June, July and August at Option 2 and the remaining months of Fiscal Year 2023-2024 at Option 1 for Off Duty JSO Officers, for Bainebridge Community Development District.

**EIGHTEENTH ORDER OF BUSINESS      Adjournment**

On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board adjourned the meeting at 7:13 p.m. for Bainebridge Community Development District.

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

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

## EXHIBIT A



### Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

## Bainebridge Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

## **About FIA**

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

### **Competitive Advantage**

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

### **How are FIA Members Protected?**

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

### **What Are Members Responsible For?**

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

**Additional information regarding FIA and our member services can be found at [www.fia360.org](http://www.fia360.org).**

Quotation being provided for:

**Bainebridge Community Development District  
 c/o Rizzetta & Company  
 3434 Colwell Ave, Suite 200  
 Tampa, FL 33614**

**Term: October 1, 2023 to October 1, 2024**

**Quote Number: 100123602**

**PROPERTY COVERAGE**

**SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

<b>COVERED PROPERTY</b>	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$1,994,692
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
<b>Inland Marine</b>	
Scheduled Inland Marine	\$7,000

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<b>Valuation</b>	<b>Coinsurance</b>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

<b>DEDUCTIBLES:</b>		
	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

<b>Special Property Coverages</b>		
<b>Coverage</b>	<b>Deductibles</b>	<b>Limit</b>
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery	\$2,500	Included
TRIA		Included

\*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

**TOTAL PROPERTY PREMIUM**

**\$15,015**

### **Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

<b>(X)</b>	<b>Code</b>	<b>Extension of Coverage</b>	<b>Limit of Liability</b>
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

## CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

## Deadly Weapon Protection Coverage

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

## AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)**

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.  
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability  
Network Security Liability  
Privacy Liability  
First Party Extortion Threat  
First Party Crisis Management  
First Party Business Interruption  
Limit: \$100,000 each claim/annual aggregate





## PREMIUM SUMMARY

**Bainebridge Community Development District  
c/o Rizzetta & Company  
3434 Colwell Ave, Suite 200  
Tampa, FL 33614**

**Term: October 1, 2023 to October 1, 2024**

**Quote Number: 100123602**

### PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$15,015
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,458
Public Officials and Employment Practices Liability	\$4,324
Deadly Weapon Protection Coverage	Included
<b>TOTAL PREMIUM DUE</b>	<b>\$22,797</b>

#### IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



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

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance (“FIA”) for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2023, and if accepted by the FIA’s duly authorized representative, does hereby agree as follows:

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

Bainebridge Community Development District

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

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

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

Witness By: \_\_\_\_\_  
Signature

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

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2023

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



PROPERTY VALUATION AUTHORIZATION

Bainebridge Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

QUOTATIONS TERMS & CONDITIONS

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

Table with 3 columns: Coverage Type, Amount, and Description. Includes Building and Content TIV (\$1,994,692), Inland Marine (\$7,000), and Auto Physical Damage (Not Included).

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

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

Title: \_\_\_\_\_



**Bainebridge Community Development District**

Policy No.: 100123602  
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Const Type	Term Date	
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt
	Pool Access Equipment		2013	10/01/2023	\$6,000		
	15855 Twin Creek Dr Jacksonville FL 32218		Electrical equipment	10/01/2024			\$6,000
1	Irrigation Systems		2008	10/01/2023	\$20,000		
	15855 Twin Creek Dr Jacksonville FL 32218		Pump / lift station	10/01/2024			\$20,000
2	Pool in Ground w/Splash Pad Equipment & Pumps		2008	10/01/2023	\$438,900		
	15855 Twin Creek Dr Jacksonville FL 32218		Below ground liquid storage tank / pool	10/01/2024			\$438,900
3	Pool Patio Furniture		2008	10/01/2023	\$30,000		
	15855 Twin Creek Dr Jacksonville FL 32218		Frame	10/01/2024			\$30,000
4	Pool Fence (Metal)		2008	10/01/2023	\$19,640		
	15855 Twin Creek Dr Jacksonville FL 32218		Frame	10/01/2024			\$19,640
5	Gazebo		2008	10/01/2023	\$25,450		
	15855 Twin Creek Dr Jacksonville FL 32218		Frame	10/01/2024			\$25,450
	Pyramid hip				Asphalt shingles		
6	Recreational Court also including 1/2 court basketball		2008	10/01/2023	\$45,580		
	15855 Twin Creek Dr Jacksonville FL 32218		Non combustible	10/01/2024			\$45,580

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



**Bainebridge Community Development District**

Policy No.: 100123602  
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address				Const Type	Term Date		Contents Value	Roof Yr Blt
	Roof Shape	Roof Pitch							
7	Fountain(s)		2008	10/01/2023	\$14,300		\$14,300		
	Bainebridge Dr Jacksonville FL 32218		Pump / lift station	10/01/2024					
8	Irrigation Systems		2008	10/01/2023	\$27,486		\$27,486		
	Bainebridge Dr Jacksonville FL 32218		Waterfront structures	10/01/2024					
9	Lighting - Entry		2008	10/01/2023	\$15,000		\$15,000		
	Bainebridge Dr Jacksonville FL 32218		Electrical equipment	10/01/2024					
10	Lighting - Landscape & Parking		2008	10/01/2023	\$44,850		\$44,850		
	15855 Twin Creek Dr Jacksonville FL 32218		Electrical equipment	10/01/2024					
11	Pavilion		2008	10/01/2023	\$13,800		\$13,800		
	15855 Twin Creek Dr Jacksonville FL 32218		Non combustible	10/01/2024					
12	Access Control/Alarm System		2013	10/01/2023	\$20,000		\$20,000		
	15855 Twin Creek Dr Jacksonville FL 32218		Electrical equipment	10/01/2024					
13	Security Cameras		2013	10/01/2023	\$6,000		\$6,000		
	15855 Twin Creek Dr Jacksonville FL 32218		Electrical equipment	10/01/2024					

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



**Bainebridge Community Development District**

Policy No.: 100123602  
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt
15	Amenity Center /Clubhouse		2008	10/01/2023	\$963,600		\$1,057,800
	15855 Twin Creek Dr Jacksonville FL 32218		Frame	10/01/2024	\$94,200		
	Cross gable			Asphalt shingles			
16	Tot Lot		2008	10/01/2023	\$47,711		\$47,711
	15855 Twin Creek Dr Jacksonville FL 32218		Non combustible	10/01/2024			
17	Gas Grill		2008	10/01/2023	\$6,000		\$6,000
	15855 Twin Creek Dr Jacksonville FL 32218		Non combustible	10/01/2024			
18	PVC Perimeter Fencing and Masonry Columns		2008	10/01/2023	\$116,240		\$116,240
	Bainebridge Dr & Pecan Park Rd Jacksonville FL 32218		Non combustible	10/01/2024			
19	Entry Features		2020	10/01/2023	\$39,935		\$39,935
	Bainebridge Dr & Pecan Park Rd Jacksonville FL 32218		Non combustible	10/01/2024			
<b>Total:</b>			Building Value		Contents Value		Insured Value
			\$1,900,492		\$94,200		\$1,994,692

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

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

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



Inland Marine Schedule

***Bainebridge Community Development District***

Policy No.: 100123602  
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	Pool Chair Lift		Other inland marine	10/01/2023 10/01/2024	\$7,000	\$1,000
				<b>Total</b>	<b>\$7,000</b>	

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

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

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

**EXHIBIT B**

**EXHIBIT "A"**

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

**November 16, 2023**

**January 18, 2024**

**March 21, 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 2**

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.BAINEBRIDGECDD.ORG

## **Operation and Maintenance Expenditures August 2023 Presented For Board Approval**

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

The total items being presented: \$ **28,264.09**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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

# BAINBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
BrightView Landscape Services, Inc.	100204	8512357 8/23	Landscape Maintenance 08/23	\$ 3,093.00
Charles Aquatics, Inc.	100205	48575 8/23	Fountain Maintenance 08/23	\$ 125.00
Charles Aquatics, Inc.	100205	48606 8/23	Pond Maintenance 08/23	\$ 665.00
City of Jacksonville	100215	ARS23072732	Deputy Services 06/23	\$ 105.88
COMCAST	EFT	8495 74 120 2010538 08/23 Autopay	Amenity Cable/Phone/Internet 08/23	\$ 356.13
Dean Thomas Fallis	100208	080123-BB	Security Services 07/23	\$ 300.00
Dunn & Associates, Inc. First Coast Contract	100216	23-438	Engineering Services 05/23	\$ 1,048.75
Maintenance Service, LLC First Coast Contract	100217	7691	Management Services 07/23	\$ 4,321.15
Maintenance Service, LLC First Coast Contract	100212	7869	Management Services 09/23	\$ 4,321.15
Maintenance Service, LLC	100214	7876	Reimbursable Expenses 07/23	\$ 4,689.76
Glen J Karst	100209	080123-BB	Security Services 07/23	\$ 200.00
Isolina Osborne	100218	080123-BB	Security Services 07/23	\$ 400.00
JEA	EFT	4849510511 08/23 Autopay	Utility Services 08/23	\$ 1,316.37

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Kutak Rock, LLP	100206	3254267 1723-1 06/23	Legal Services 06/23	\$ 224.00
Michael Tomberg	100210	080123-BB	Security Services 07/23	\$ 530.00
Michelle Harrell	100219	080123-BB	Security Services 07/23	\$ 160.00
Nicholas S Jones	100220	080123-BB	Security Services 07/23	\$ 320.00
Raul Garnett	100211	080123-BB	Security Services 07/23	\$ 150.00
Republic Services	EFT	0687-001340746 08/23 Autopay	Waste Disposal Services 08/23	\$ 283.54
Republic Services	EFT	0687-001340746 09/23 Autopay	Waste Disposal Service 09/23	\$ 297.36
Rizzetta & Company, Inc.	100203	INV0000082180 08/23	District Management Fees 08/23	\$ 4,907.00
Sierra G Miller	100213	080123-BB	Security Services 07/23	\$ 200.00
VGlobal Tech	100207	5297 8/23	ADA Website Maintenance 08/23	\$ 250.00
<b>Report Total</b>				<b><u>\$ 28,264.09</u></b>

# BAINEDRIDGE COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.BAINEDRIDGECDD.ORG

## **Operation and Maintenance Expenditures September 2023 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2023 through September 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: \$ **47,311.19**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# BAINBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Alfredrick T Tyson II	100225	090123-BB	Security Services 08/23	\$ 200.00
Alton Mabb Jr.	100236	AM092123	Board of Supervisors Meeting 09/21/23	\$ 200.00
BrightView Landscape Services, Inc.	100222	8551625	Irrigation Maintenance 08/23	\$ 424.50
BrightView Landscape Services, Inc.	100222	8558373	Landscape Maintenance 09/23	\$ 3,093.00
Charles Aquatics, Inc.	100223	48802	Replace Pond Light Blub 08/23	\$ 30.00
Charles Aquatics, Inc.	100226	48847	Pond Maintenance 09/23	\$ 665.00
City of Jacksonville	100227	ARS23082426	Deputy Services 07/23	\$ 203.50
COMCAST	ACH	8495 74 120 2010538 09/23 Autopay	Amenity Cable/Phone/Internet 09/23	\$ 356.13
Egis Insurance Advisors, LLC	100237	Policy #100122602 10/01/23- 10/01/24	General Liability/Prop/POL Insurance FY 23/24	\$ 22,797.00
Eric M Kilis	100228	090123-BB	Security Services 08/23	\$ 175.00
First Coast Contract Maintenance Service, LLC	100229	7908	Reimbursable Expenses 08/23	\$ 2,347.37
First Coast Contract Maintenance Service, LLC	100229	7960	Management Services 10/23	\$ 4,321.15
First Coast Contract Maintenance Service, LLC	100234	7969	Reimbursable Expenses 08/23	\$ 1,653.46

# BAINBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Department of Revenue	ACH	65-8016515152-1 Sales & Use Tax 08/23	Sales & Use Tax 08/23	\$ 171.41
Harold Gene Taylor Jr	100235	090123-BB	Security Services 08/23	\$ 200.00
Isolina Osborne	100230	090123-BB	Security Services 08/23	\$ 250.00
JEA	ACH	4849510511 09/23 Autopay	Utility Services 06/23	\$ 1,656.67
Kutak Rock, LLP	100224	3268376	Legal Services 07/23	\$ 1,280.00
Larry M. Hall	100241	LH092123	Board of Supervisors Meeting 09/21/23	\$ 200.00
Michael Tomberg	100231	090123-BB	Security Services 08/23	\$ 530.00
Raul Garnett	100232	090123-BB	Security Services 08/23	\$ 400.00
Rizzetta & Company, Inc.	100221	INV0000083166	District Management Fees 09/23	\$ 4,907.00
Samuel Lincoln Helms III	100238	SH092123	Board of Supervisors Meeting 09/21/23	\$ 200.00
VGlobal Tech	100233	5352	ADA Website Maintenance 09/23	\$ 250.00
VGlobal Tech	100233	5396	ADA & WCAG Audits 09/23	\$ 400.00
Walter David	100239	WD092123	Board of Supervisors Meeting 09/21/23	\$ 200.00

**BAINBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
William R. Huff II	100240	WH092123	Board of Supervisors Meeting 09/21/23	<u>\$ 200.00</u>
<b>Report Total</b>				<b><u>\$ 47,311.19</u></b>



# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.BAINEBRIDGECDD.ORG

## **Operation and Maintenance Expenditures October 2023 Presented For Board Approval**

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

The total items being presented: \$ **22,892.21**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# BAINBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	100253	8635961	Irrigation Repair 10/23	\$ 37.00
Charles Aquatics, Inc.	100244	49085	Pond Maintenance 10/23	\$ 665.00
Charles Aquatics, Inc.	100254	49256	Replace Pond Light Blub 10/23	\$ 30.00
City of Jacksonville	100257	ARS23101128	Deputy Services 09/23	\$ 104.50
COMCAST	ACH	8495 74 120 2010538 10/23	Amenity Cable/Phone/Internet 10/23	\$ 356.13
Dunn & Associates, Inc.	100245	23-505	Engineering Services 08/23	\$ 453.75
First Coast Contract Maintenance Service, LLC	100255	8043	Management Services 11/23	\$ 4,321.15
First Coast Contract Maintenance Service, LLC	100246	8051	Reimbursable Expenses 09/23	\$ 813.59
Fitness Pro	100252	30662	Service Call 09/23	\$ 150.00
Fitness Pro	100256	30702	Service Call 10/23	\$ 175.00
JEA	ACH	4849510511 09/23 ACH	Utility Services 09/23	\$ 1,734.71
Kutak Rock, LLP	100247	3283134 1723-1	Legal Services 08/23	\$ 251.00
Michael Tomberg	100249	100123-BB	Security Services 10/23	\$ 292.00
Michelle Harrell	100250	100123-BB	Security Services 09/23	\$ 160.00
Raul Garnett	100251	100123-BB	Security Services 09/23	\$ 800.00

**BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Republic Services	ACH	0687-001357219 10/23 ACH	Waste Disposal Services 10/23	\$ 294.87
Rizzetta & Company, Inc.	100243	INV0000084003	Annual Assessment Roll 10/23	\$ 5,906.00
Rizzetta & Company, Inc.	100242	INV0000084099	District Management Fees 10/23	\$ 6,097.51
VGlobal Tech	100248	5480	ADA Website Maintenance 10/23	<u>\$ 250.00</u>
<b>Report Total</b>				<b><u>\$ 22,892.21</u></b>

## **Tab 3**



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

## **MEMORANDUM**

DATE: November 7, 2023

TO: Bainebridge

ATTN: Board of Directors

FROM: Chris Ernst

RE: Landscape Report

---

### **Grounds Maintenance**

Bi-weekly grounds maintenance

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

Cutting back native grasses

Picking up leaves and debris

### **Irrigation**

All irrigation inspections are up to date and proposals approved.

We have turned down irrigation as the landscape does not need as much water this time of year.

### **Agronomics**

We are applying fungicide to the turf as this is the time of year that funguses come out.

Turf weed treatment.

Fungicide treatments to the ligustrums at the entrance.

Fertilized plant material

### **Enhancements**

Fall flowers were installed.

### **Arbor Care**

No new news to report.

# Tab 4

## 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      Amenity Center  
Project Description      Front of building upgrades

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Prep area by removing declining holly trees and grade area. Haul away debris from site.	\$805.60	\$805.60
3.00	EACH	Sable Palm 10-12' OA - Installed (Includes Staking)	\$856.83	\$2,570.50
1.00	LUMP SUM	Skid steer rental	\$380.00	\$380.00
6.00	EACH	Brown mulch - Installed	\$10.14	\$60.84
1.00	LUMP SUM	Irrigation bubblers installed around palm trees, Make irrigation adjustments and modifications to ensure proper coverage	\$836.22	\$836.22

For internal use only

**SO#**                      8273452  
**JOB#**                    346101085  
**Service Line**        130

**Total Price**                      \$4,653.16

**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

	<b>Property Manager</b>
Signature _____	Title _____
<b>Lesley Gallagher</b>	<b>November 06, 2023</b>
Printed Name _____	Date _____

<b>BrightView Landscape Services, Inc. "Contractor"</b>	
<b>Account Manager</b>	
Signature _____	Title _____
<b>Christopher R. Ernst</b>	<b>November 06, 2023</b>
Printed Name _____	Date _____

<b>Job #:</b>	<b>346101085</b>		
<b>SO #:</b>	<b>8273452</b>	<b>Proposed Price:</b>	<b>\$4,653.16</b>

## 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            Entrance upgrades  
Project Description    Upgrade entrance by monument sign

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Prep area by removing existing plant material. Shovel grade area. Haul away debris
37.00	EACH	Dwarf podocarpus 3 gal. installed
29.00	EACH	Jack Frost ligustrum 3 gal. installed
16.00	EACH	Brown mulch installed
450.00	SQUARE FEET	St. Augustine sod installed to close in beds
1.00	LUMP SUM	Make irrigation adjustments and modifications to ensure proper coverage.

For internal use only

**SO#**                    8274577  
**JOB#**                 346101085  
**Service Line**        130

**Total Price**                    \$4,019.71

**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**

	<b>Property Manager</b>
Signature _____	Title _____
<b>Lesley Gallagher</b>	<b>November 06, 2023</b>
Printed Name _____	Date _____

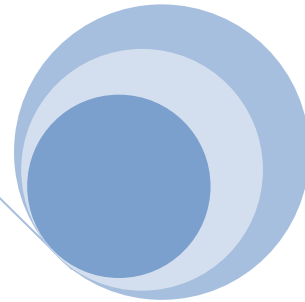
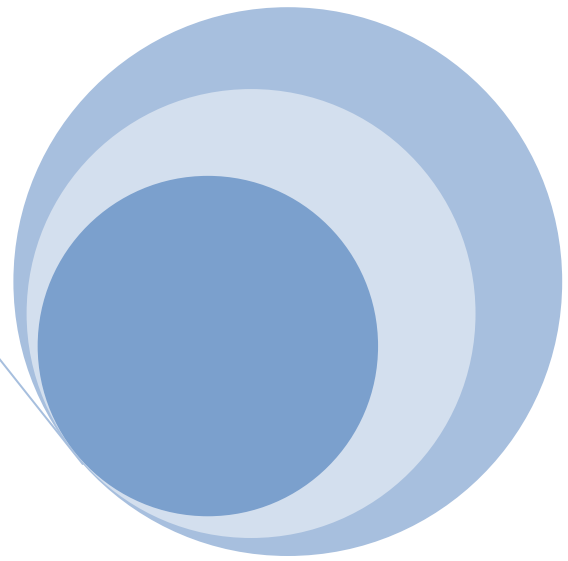
<b>BrightView Landscape Services, Inc. "Contractor"</b>	
<b>Account Manager</b>	
Signature _____	Title _____
<b>Christopher R. Ernst</b>	<b>November 06, 2023</b>
Printed Name _____	Date _____

<b>Job #:</b>	<b>346101085</b>		
<b>SO #:</b>	<b>8274577</b>	<b>Proposed Price:</b>	<b>\$4,019.71</b>

## **Tab 5**



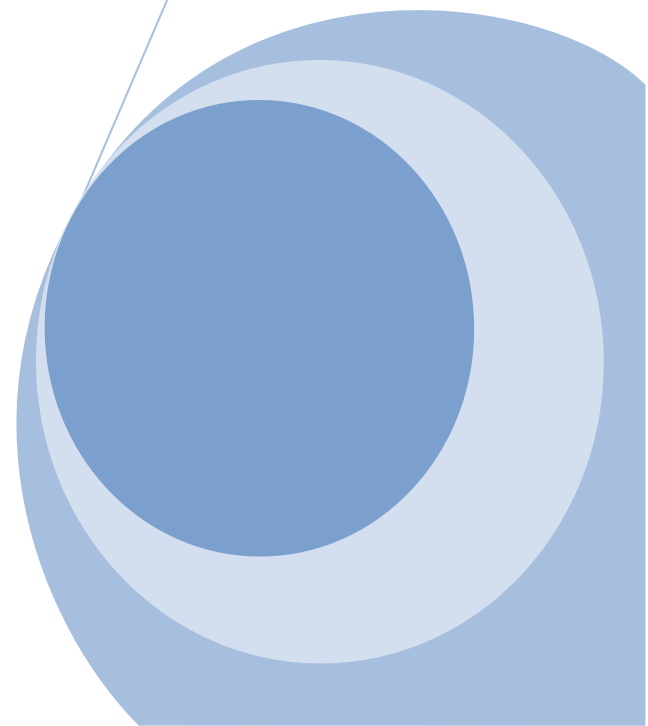
**First Coast**  
CMS



# **Bainebridge Community Development District**

Field Report Nov 2023

**First Coast CMS LLC**  
11/07/2023



## ***Swimming Pool***

The pump to the water features was installed on November 1<sup>st</sup> by Crystal Clean Repairs.

6 of the skimmer drains around the gutter were cracked or damaged. There were replaced in house.

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

The Halloween event held by the CDD was successful and well attended.

Ceiling fans were installed under the pavilion was installed on Nov 7<sup>th</sup>.

The backflow to the facility is scheduled to be inspected by Bob's Backflow for the annual inspection required by JEA

We are working with All Weather Contracting regarding the sidewalks around the Amenity Center. Several may need to be either repoured or shaved down to prevent trip hazards.

Donavan Heating and Air has performed their quarterly A/C preventative maintenance service.

# Tab 6



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6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

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## Service Report

**Date:** Nov 1, 2023

**Aquatic Tech:** Bill Fuller

**Client:** Bainebridge CDD

**Contact:** Lesley Gallagher

**Waterways:** Twenty ponds. **October report**

**Comments:** 61° F Winds 12-16 mph.

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



**Pond 2:** Pond was in good condition. Had a good kill on the perimeter vegetation.





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



**Pond 4:** Pond was in good condition. Had a good kill on the perimeter vegetation.



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



**Pond 6:** Pond was in overall good condition. Minor perimeter vegetation.



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



**Pond 8:** Pond was in 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. Had a good kill on the perimeter vegetation and water grass.



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



**Pond 16:** Pond was in fair condition. Treated for water meal.



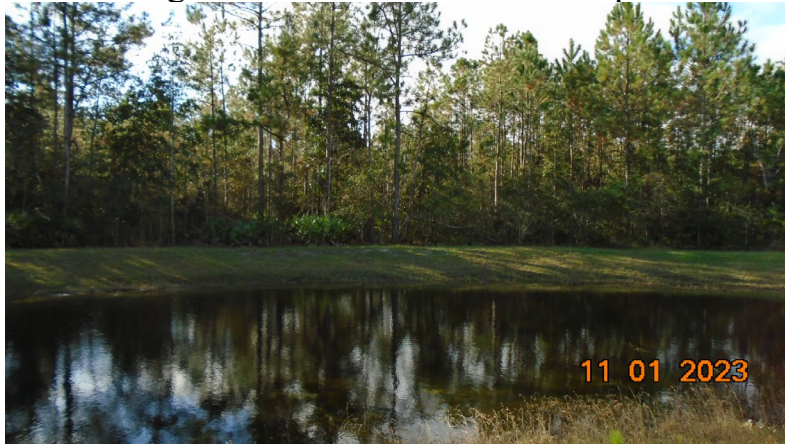
**Pond 17:** Pond was in good condition. No invasive species noted.



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



**Pond 19:** Pond was in good condition. No invasive species noted.



**Pond 20:** Pond was in good condition. Had a good kill on the perimeter vegetation and emerging naiad.



# **Tab 7**



This agreement dated July 12, 2023 is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

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

Address 3434 Colwell Ave Suite 200

City Tampa State FL Zip 33614

Phone 904-436-6270 Cell \_\_\_\_\_

E-mail lgallagher@rizzetta.com

Hereinafter called "CLIENT".

- 1. Charles Aquatics, Inc.**, agrees to provide **Three (3) aluminum fish barriers and additional services** in accordance with the terms and conditions of this Agreement.
- 2. CLIENT** agrees to pay **Charles Aquatics, Inc.** , the following sum(s) for the listed services:

Pond 1: New Aluminum fish barrier 3.47 s.f.@ \$55/s.f.	\$190.85
Pond 9: New Aluminum fish barrier 1.09 s.f. @ \$55/s.f.	\$ 59.95
Pond 15: New Aluminum fish barrier 3.70 s.f. @ \$55/s.f.	<u>\$203.50</u>
Total for Fish Barriers	\$454.30
Pond 9: Treat vegetation outside the outflow structure	\$150.00

**Total price** **\$604.30**

Terms & Conditions:

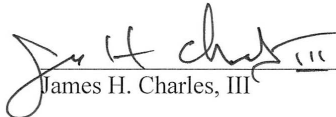
- 1) Payment** for entire balance of service is **due no later than 30 days after date of the invoice.**
- 2) Non-Payment, Default** - In the case of non-payment by the **CLIENT, Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and 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.

Charles Aquatics, Inc.  
6869 Phillips Parkway Drive South Jacksonville, FL 32256  
(904) 997-0044 Fax: (904) 807-9158



- 3) 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 agreement date.**
- 4) **Insurance Coverage - Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, Property Damage, Completed Operations and Product Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 5) **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.
- 6) **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.**
- 7) **Damages - Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 8) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 9) **Alterations and Modifications** - This two (2) 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**.

Charles Aquatics, Inc.

  
James H. Charles, III

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

# Tab 8



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

**QUARTERLY FLOATING FOUNTAIN  
MAINTENANCE AGREEMENT**

**This Agreement is prepared for:** Bainebridge CDD

**Property location:** Jacksonville, FL

**Maintenance beginning:** 2024

- 1) Clean pump intake screen (keeps water flowing properly and prevents screen from clogging and or collapsing)
- 2) Scrape, clean, and check lights for blown bulbs (prevents overheating of lights)
- 3) Clean all surfaces of float (prevents deterioration of float)
- 4) Clean display head (prevents algae build up on nozzle head)
- 5) Clean display head jets (keeps display uniform)
- 6) Adjust mooring lines as required (prevents slack in lines causing tangling of lines in cable)
- 7) Adjust anchor points as required (insures fountain is always properly secured)
- 8) Test light circuits (insures all GFCI protection is properly functioning)
- 9) Test pump circuits (insures all components in pump motor circuit are properly functioning)
- 10) Reset timers as required (keeps fountain and lights on proper schedule)
- 11) Tightening all electrical connections in control panel (helps prevent electrical shorting and damage to controls and or fountains)
- 12) Take meg readings on pump motor and cable as needed (measures cable and motor winding resistance) *(These readings will keep you informed of the condition of the pump motors and cable wear. There fore, you will know in advance when the motor is beginning to deteriorate.)*

*All the above procedures meet and, or exceed all fountain manufactures recommended maintenance programs insuring proper maintenance during manufacture warranty period.*

I do  I do not  pre-authorize Charles Aquatics, Inc. to replace or repair anything under \$100 during the maintenance visit. This includes but is not limited to Capacitors and Relays. (Pre-authorization will minimize down time of fountain in need of repair.)

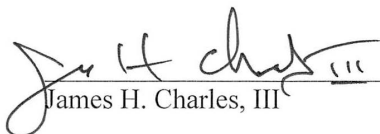
I do  I do not  pre-authorize Charles Aquatics, Inc. to replace lightbulbs during the maintenance visit. Each lightbulb is \$30.-70. per bulb.

**Price for Quarterly Floating Fountain Maintenance as follows:**

***One (1) fountain(s) x \$125. per fountain = \$125. Quarterly***

**\*\*Please note:** Labor to replace a burnt out bulb is included in this agreement; however, the cost of a new bulb will be an additional charge.

**Your signature below gives permission for maintenance to begin. Please fax back to 904-807-9158.**

  
James H. Charles, III

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date