



Rizzetta & Company

Bainebridge Community Development District

**Board of Supervisors' Meeting
January 18, 2024**

**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 Kyle Magee	Kutak Rock, LLP 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

January 11, 2024

AGENDA

Dear Board Members:

The **regular** meeting of the Bainebridge Community Development District will be held on **January 18, 2024 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 November 16, 2023Tab 1
 - B. Ratification of the Operation and Maintenance Expenditures for November 2023Tab 2
5. **STAFF REPORTS**
 - A. Landscape Inspection Specialist
 1. Landscape Inspection ReportTab 3
 - B. Landscape Manager
 1. Brightview Landscape ReportTab 4
 2. Consideration of BrightView Enhancement ProposalsTab 5
 - C. District Counsel
 - D. District Engineer
 1. Consideration of Proposal for Annual Engineer's ReportTab 6
 2. Consideration of Proposal for Public Facilities ReportTab 7
 3. Consideration of Proposals for Pond SWMF 11 Repairs (under separate cover)
 - E. Amenity ManagerTab 8
 1. Update on Secondary Surge Protection
 - F. District Manager
 1. Charles Aquatics Pond & Fountain ReportTab 9
6. **BUSINESS ITEMS – PART A**
 - A. Acceptance of Remaining Pond (SWMF 21)
 - B. Consideration of Charles Aquatics Proposal for Additional PondTab 10
 - C. Consideration of Resolution 2024-01; Conducting the General ElectionTab 11
 - D. Consideration of Proposal(s) for Reserve Study (under separate cover)
 - E. Consideration of Fitness Pro Proposal for Fitness EquipmentTab 12

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7. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS

8. BUSINESS ITEMS – PART B

A. Update on Extra Duty Solutions and JSO Off Duty Services

**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.*

9. ADJOURNMENT

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

Very truly yours,
Lesley Gallagher
Lesley Gallagher

Tab 1

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 **November 16, 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
Larry Hall	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Kyle Magee	District Counsel, Kutak Rock, LLC (<i>speakerphone</i>)
Chris Ernst	BrightView Landscape
Tony Shiver	President, First Coast CMS
Dave Comer	Regional Operations Manager, First Coast CMS

Audience members present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Huff called the meeting to order at 6:01 p.m. and read the roll call.

On a motion by Mr. Helms, seconded by Mr. Mabb, with all in favor, the Board called to order the meeting at 6:01 p.m., for Bainebridge Community Development District.

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SECOND ORDER OF BUSINESS

Pledge of Allegiance

Mr. Mabb led the Pledge of Allegiance.

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

No comments.

FOURTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors Regular Meeting held on September 21, 2023

On a motion by Mr. Hall, seconded by Mr. Helms, with all in favor, the Board approved the Minutes of the Board of Supervisors Regular Meeting held on September 21, 2023, for Bainebridge Community Development District.

FIFTH ORDER OF BUSINESS

Ratification of the Operation and Maintenance Expenditures for August, September & October 2023

On a motion by Mr. David, seconded by Mr. Hall, with all in favor, the Board ratified the Operation and Maintenance Expenditures for August 2023, in the amount of \$28,264.09, September 2023, in the amount of \$47,311.19, and October 2023, in the amount of \$22,892.21, for Bainebridge Community Development District.

SIXTH ORDER OF BUSINESS

Staff Reports

- A. Landscape Manager
 - 1. Brightview Landscape Report
Mr. Ernst reviewed his report under tab 3, and noted that cutbacks would begin in January and February, after the first freeze.
 - 2. Consideration of BrightView Enhancement Proposals
Tabled until the January meeting.
- B. District Counsel
Mr. Magee did not have a report but was available for questions.

Mr. Huff noted that staff is currently working with counsel on the transfer of the final pond and for the CDD to take over maintenance, there should be more information at the January meeting regarding this.
- C. District Engineer
Not requested to attend.

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D. Amenity Manager

Mr. Shiver introduced Mr. Comer and updated the Board that he will be assisting the District in obtaining proposals and meeting vendors. Mr. Shiver explained that this is in response to concerns raised previously by Mr. Mabb regarding repairs needing to be made in a timely fashion. He also updated the Board that Donovan had completed A/C preventative maintenance service, backflow was scheduled for repair, All Weather Contracting is working on a proposal for sidewalk repairs, and the splash pad timer needs to be addressed. Mr. Mabb recommended a surge protector. Mr. Shiver noted that the facility has a surge protector, but he would obtain a proposal for a secondary surge protector.

E. District Manager

Ms. Gallagher noted September financials are under budget for fiscal year 2022/2023. She will have a proposal for the reserve study update at the next meeting.

1. Charles Aquatics Pond & Fountain Report

The Chairman had concerns about pond #16 being noted in fair condition as it appears to be in poor condition.

SEVENTH ORDER OF BUSINESS

**Consideration of Proposals for Pond SWMF
11 Repairs**

Proposals were not received so the District Engineer is going to re-circulate the request for proposals.

EIGHTH ORDER OF BUSINESS

**Consideration of Charles Aquatics Repair
Proposals**

On a motion by Mr. David, seconded by Mr. Hall, with all in favor, the Board approved the Charles Aquatics repair proposal in the amount of \$604.30, for Bainebridge Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Renewal Proposal for
Fountain Maintenance**

On a motion by Mr. Helms, seconded by Mr. Hall, with all in favor, the Board approved the Charles Aquatics proposal for quarterly fountain preventative maintenance in the amount of \$125.00 per quarter, for Bainebridge Community Development District.

The Board moved to agenda item #7 – audience comments and supervisor requests before closing the meeting for security updates.

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125 **TENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience
Comments**

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128 **Audience**

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130 Audience comments were heard on Bainebridge Drive, chickens, tennis and pickleball courts.

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132 **Supervisors**

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134 Mr. Mabb requested that the values for the courts and tot lot be reviewed with Egis on the
135 property schedule. These are #'s 6 and 16 on the property schedule.
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On a motion by Mr. Mabb, seconded by Mr. Helms, with all in favor, the Board closed the open portion of the meeting at 6:31 pm. per (**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.**), for Bainebridge Community Development District.

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138 Audience members exited the meeting room.
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On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board moved into the closed portion of the meeting at 6:32 pm., for Bainebridge Community Development District.

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141 **ELEVENTH ORDER OF BUSINESS**

Update on JSO & Extra Duty Solutions

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143 The Board reviewed the update that Extra Duty Solutions has taken over billing for off duty JSO
144 officers. The District Manager worked with the Chairman regarding this transition between meetings
145 in order to keep the current schedule in place. The change to Extra Duty Solutions would result in
146 increased costs, but Detective Tomberg felt that he would be able to adjust hours if needed to keep
147 costs at the level previously approved. Since neither JSO or District Management has worked with
148 Extra Duty Solutions previously, there was no prior experience to be able to comment on their
149 services or costs. It was noted that as with JSO, there is not a contract or agreement, and services
150 can be discontinued at any time.
151

On a motion by Mr. David, seconded by Mr. Helms, with Mr. Mabb opposed, the Board accepted the changes with Extra Duty Solutions and will review further in January to compare costs for the months of November and December to what they would have been with JSO directly, for Bainebridge Community Development District.

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153 The Chairman requested that Mr. Mabb forward any questions that he has regarding this transition
154 to the District Manager so that she can forward to Detective Tomberg prior to the next meeting.
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TWELFTH ORDER OF BUSINESS

Adjournment

There were no audience members waiting to re-enter the meeting, so the Board adjourned the meeting at 6:50 pm.

On a motion by Mr. Mabb, seconded by Mr. David, with all in favor, the Board adjourned the meeting at 6:50 p.m., for Bainebridge Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 2

BAINEDRIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.BAINEDRIDGECDD.ORG

Operation and Maintenance Expenditures

November 2023

Presented For Board Approval

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

The total items being presented: \$

18,954.45

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

BAINBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Alton Mabb Jr.	100269	AM111423	Board of Supervisors Meeting 11/14/23	\$ 200.00
BrightView Landscape Services, Inc.	100270	8681065	Irrigation Repair 11/23	\$ 130.84
Charles Aquatics, Inc.	100259	49288	Fountain Maintenance 11/23	\$ 125.00
Charles Aquatics, Inc.	100259	49321	Pond Maintenance 11/23	\$ 665.00
COMCAST	ACH	8495 74 120 2010538 11/23	Amenity Cable/Phone/Internet 11/23	\$ 357.49
Dunn & Associates, Inc.	100266	ACH 23-569	Engineering Services 10/23	\$ 1,167.50
Eric M Kilis	100263	110523-BB	Security Services 10/23	\$ 150.00
Extra Duty Solutions	100271	X233.000067	Off Duty Detail 11/23	\$ 466.20
First Coast Contract Maintenance Service, LLC	100260	8150	Management Services 12/23	\$ 4,321.15
First Coast Contract Maintenance Service, LLC	100267	8154	Reimbursable Expenses 10/23	\$ 2,145.72
Florida Department of Commerce	100268	88871	Special District Fee FY 23/24	\$ 175.00
Florida Department of Revenue	ACH	65-8016515152-1 Sales & Use Tax 10/23 ACH	Sales & Use Tax 10/23	\$ 2.10

BAINBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
JEA	ACH	4849510511 10/23 ACH	Utility Services 10/23	\$ 1,414.14
Kutak Rock, LLP	100261	3297551 1723-1	Legal Services 09/23	\$ 740.50
Larry M. Hall	100272	LH111423	Board of Supervisors Meeting 11/14/23	\$ 200.00
Raul Garnett	100264	110523-BB	Security Services 10/23	\$ 200.00
Republic Services	ACH	0687-001364595 11/23 ACH	Waste Disposal Services 11/23	\$ 296.30
Rizzetta & Company, Inc.	100258	INV0000084892	District Management Fees 11/23	\$ 5,147.51
Samuel Lincoln Helms III	100273	SH111423	Board of Supervisors Meeting 11/14/23	\$ 200.00
Sierra G Miller	100265	110523-BB	Security Services 10/23	\$ 200.00
VGlobal Tech	100262	5567	ADA Website Maintenance 11/23	\$ 250.00
Walter David	100274	WD111423	Board of Supervisors Meeting 11/14/23	\$ 200.00
William R. Huff II	100275	WH111423	Board of Supervisors Meeting 11/14/23	\$ <u>200.00</u>
Report Total				\$ <u>18,954.45</u>

Tab 3

BAINEBRIDGE

LANDSCAPE INSPECTION REPORT



December 21, 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, starting in March.

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.

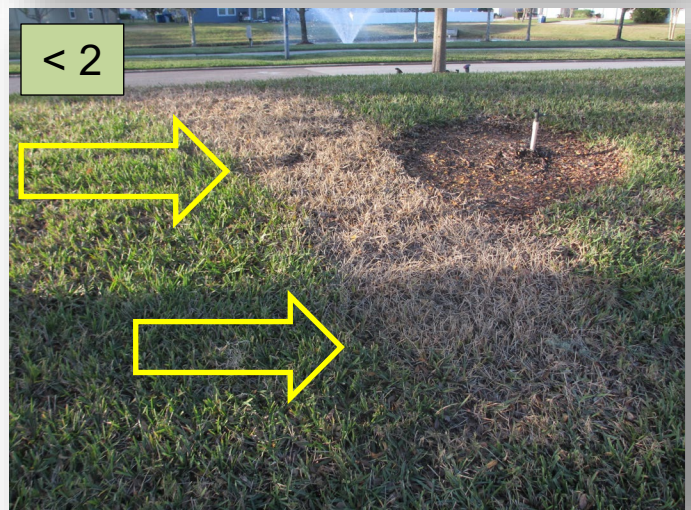
1. Along Pecan Park & along Bainebridge, diagnose & treat the Privet hedge. Looks like Leaf Spot. (Pic 1)



6. In the east ROW of Bainebridge at the main entrance, there appears to be a water leak. Let's make sure this is not irrigation. (Pic 6)



2. At the entrance in the median island & other main entrance locations, it appears there is a chemical over spray or vandalism. Determine cause & report to DM. Turf will have to be replaced. (Pic 2 >)



3. All the Holly Standards at the main entrance need to be monitored regularly. They are in decline & will have to be replaced, eventually.
4. In the entrance median island, the Ligustrum/Privet Standards have what appears to be Leaf Spot. Diagnose & treat.
5. This winter, schedule a rotation to pencil prune the Crape Myrtles along Pecan Parkway.

7. At the main entrance median monument, hand prune the roses, diagnose & treat what appears to be a fungus, & add a micro pack.



Bainebridge & Amenities Center

8. 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.



9. Please, treat all active ant mounds, raking out inactive mounds. Some that are in the Rose beds are getting big.
10. The Wax Myrtle beds that have been cleaned out and cut back look good. Please, set strong bed lines and treat the weeds.
11. Property-wide, remove all mosses from trees & standards up to the proscribed height.
12. I am still seeing some scale damage & active infestations in the Magnolias at the entrance. Please, treat these regularly & a systemic insecticide might be required.
13. At the corners of the pool house, the Podocarpus hedge is stressed and heading into decline. Diagnose & treat.
14. Make sure the Crape Myrtles at the Amenities Center get pencil pruned this winter.
15. Behind the pool deck, remove all vines from the trees & prune out dead branches as they are a falling hazard.

16. At the Amenities Center and in the NW corner of Lake Bainebridge, the water flow structures need to be cleared and maintained. Florida water management is issuing fines. (Pic 16)



17. Around the pool house, there are multiple areas where a mower spun 180 degrees on wet turf and caused damage. Vendor to reduce turn speeds to avoid this in the future.
18. 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.
19. The bracing supports from the Holly Standards at the pool house entrance are missing but the collars are still on the trees. Either remove the collars or add braces.
20. Property-wide, treat all joint crack weeds



Tab 4



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

MEMORANDUM

DATE: January 9, 2024
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

Leaf and debris removal

Finished cutting back the native grasses.

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 monitoring turf for fungus.

Turf weed treatment.

Enhancements

Winter flowers will be installed in January.

Arbor Care

We will be starting to prune crape myrtles.

Tab 5

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	Unit Price	Total
1.00	LUMP SUM	Prep area by removing existing plant material. Shovel grade area. Haul away debris	\$785.87	\$785.87
37.00	EACH	Dwarf podocarpus 3 gal. installed	\$32.79	\$1,213.23
29.00	EACH	Jack Frost ligustrum 3 gal. installed	\$23.76	\$689.04
16.00	EACH	Brown mulch installed	\$10.14	\$162.21
450.00	SQUARE FEET	St. Augustine sod installed to close in beds	\$1.33	\$597.74
1.00	LUMP SUM	Make irrigation adjustments and modifications to ensure proper coverage.	\$511.20	\$511.20

For internal use only

SO# 8274577
JOB# 346101085
Service Line 130

Total Price \$3,959.29

THIS IS NOT AN INVOICE

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

TERMS & CONDITIONS

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

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

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

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

Acceptance of this Contract

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

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

Customer

Property Manager	
Signature	Title
Lesley Gallagher	January 11, 2024
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager	
Signature	Title
Christopher R. Ernst	January 11, 2024
Printed Name	Date

Job #:	346101085		
SO #:	8274577	Proposed Price:	\$3,959.29

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

	Property Manager
Signature _____	Title _____
Lesley Gallagher	November 06, 2023
Printed Name _____	Date _____

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

Job #:	346101085		
SO #:	8273452	Proposed Price:	\$4,653.16

Tab 6



Dunn & Associates, Inc.

CIVIL ENGINEERS / LAND PLANNERS

8647 Baypine Road, Suite 200 Jacksonville, Florida 32256

Phone: (904) 363-8916 Fax: (904) 363-8917

November 21, 2023

Lesley Gallagher, District Manager
Bainebridge Community Development District
c/o Rizzetta & Company, Inc.
2806 N. 5th St., Unit 403
St. Augustine, FL 3208

Re: Engineering Proposal for
Bainebridge CDD
Annual Report
Job Number 1311-370

Dear Ms. Gallagher:

Dunn & Associates, Inc. is pleased to offer this proposal for engineering services related to preparation of the Annual Report for the Bainebridge Community Development District. Being familiar with the project, we offer the following scope of work and related fees.

1. We will visit the project to inspect the District improvements and the stormwater system. We will prepare a report noting items that need repair.
2. We will respond to any questions regarding the report.

Hourly, Upset Limit:

\$3,500.00 *

Hourly Rates

Principal	\$200.00
Senior Engineer (P.E.)	\$170.00
Engineer (P.E.)	\$130.00
Engineer (E.I.) and Senior Designer	\$110.00
Senior CADD Technician	\$95.00
CADD Technician	\$80.00
Senior Construction Inspector	\$110.00
Construction Inspector	\$90.00
Administrative Support	\$55.00

NOTE: * Our fee for the above tasks will be billed at our standard hourly rates. In the event that unknown/unforeseen issues come up or if additional work is requested, these amounts may be exceeded, however we will not exceed these amounts without your prior written approval.

Payment is due within 30 days of invoice. Late payments will be subject to a monthly 1.5% surcharge. Payment is for completed work and is not contingent on approvals. We can begin on this project immediately and have the necessary manpower to complete work very quickly. If this proposal meets your approval, please return a signed copy for our files. Should you have any questions please call us.

Sincerely,

DUNN & ASSOCIATES, INC.



David M. Taylor, P.E.
Vice President

Accepted By

Company

Date

DMT/rto

Tab 7



Dunn & Associates, Inc.

CIVIL ENGINEERS / LAND PLANNERS

8647 Baypine Road, Suite 200 Jacksonville, Florida 32256

Phone: (904) 363-8916 Fax: (904) 363-8917

November 21, 2023

Lesley Gallagher, District Manager
Bainebridge Community Development District
c/o Rizzetta & Company, Inc.
2806 N. 5th St., Unit 403
St. Augustine, FL 32084

Re: Engineering Proposal for
Bainebridge CDD
Public Facilities Report
Job Number 1311-370

Dear Ms. Gallagher:

Dunn & Associates, Inc. is pleased to offer this proposal for engineering services related to preparation of the Public Facilities Report for the Bainebridge Community Development District. Based on coordination with the District Manager, we understand that an update to the public facilities report is needed. Being familiar with the project and knowing your concerns, we offer the following scope of work and related fees.

1. We will update the most recent public facilities report to list existing and proposed facilities and also list any known replacement facilities.
2. We will coordinate with the District Manager and District Staff to confirm accuracy of the report.
3. We will respond to any questions regarding the report.

Hourly, Upset Limit: \$3,500.00 *

Hourly Rates

Principal	\$200.00
Senior Engineer (P.E.)	\$170.00
Engineer (P.E.)	\$130.00
Engineer (E.I.) and Senior Designer	\$110.00
Senior CADD Technician	\$95.00
CADD Technician	\$80.00
Senior Construction Inspector	\$110.00
Construction Inspector	\$90.00
Administrative Support	\$55.00

NOTE:* Our fee for the above tasks will be billed at our standard hourly rates. In the event that unknown/unforeseen issues come up or if additional work is requested, these amounts may be exceeded, however we will not exceed these amounts without your prior written approval.

Payment is due within 30 days of invoice. Late payments will be subject to a monthly 1.5% surcharge. Payment is for completed work and is not contingent on approvals. We can begin on this project immediately and have the necessary manpower to complete work very quickly. If this proposal meets your approval, please return a signed copy for our files. Should you have any questions please call us.

Sincerely,

DUNN & ASSOCIATES, INC.



David M. Taylor, P.E.
Vice President

Accepted By

Company

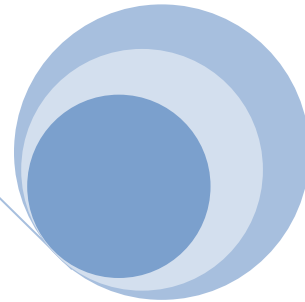
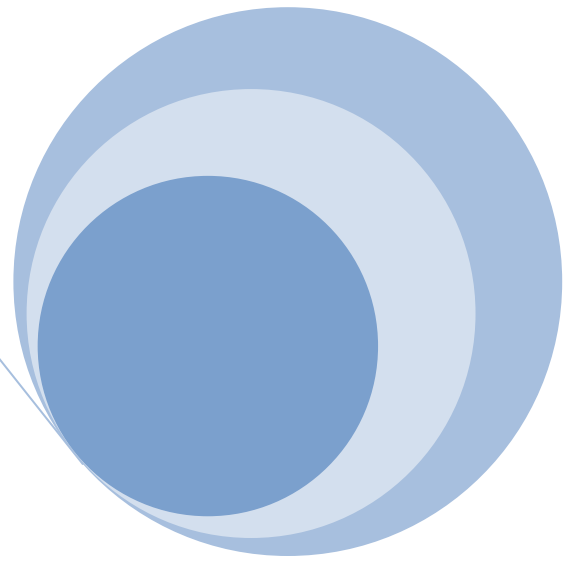
Date

DMT/rto

Tab 8



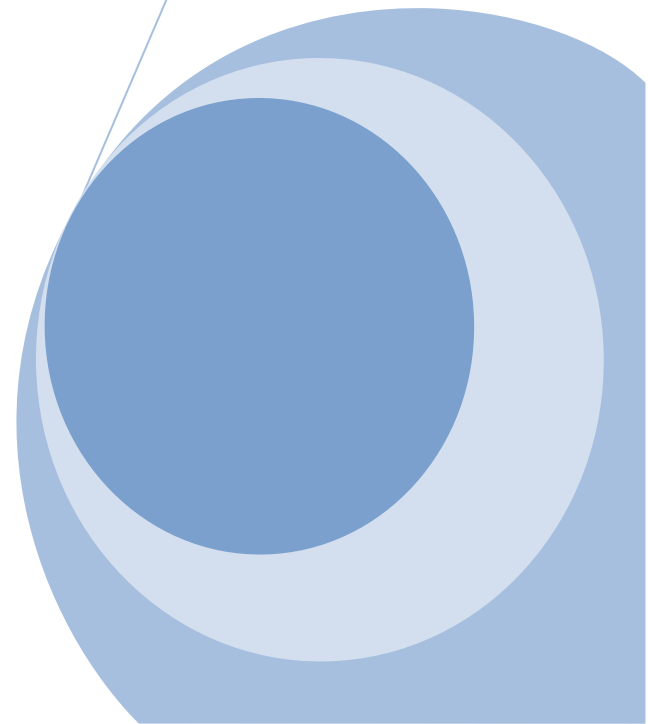
First Coast
CMS



Bainebridge Community Development District

Field Report Jan 2024

First Coast CMS LLC
01/10/2024



Swimming Pool

We received notice from the Dept of Health that the main drain to the swimming pool needs to be replaced due to expiration. The main drain is intact and not broken but DOH requires main drain grate to be replaced every 5 to 7 years, depending on the style of grate.

Common Area and Events

All Weather Contracting repaired several sidewalk trip hazards at the Amenity Center

The playground gate latch fell out and needed to be reattached.

8 bags of white rock were installed behind the pool filter area to reduce erosion from rainwater runoff.

We contact Bob's Backflow for annual inspection of facility water supply backflows. Test was performed on 12/7 and certification submitted to JEA

Staff installed occupancy an occupancy sign inside the rental room to comply with Fire Marshall, as well as signs in gym to instruct residents to keep doors closed and place weights back on rack.

We received a proposal for Fitness Pro to replace non-commercial piece of equipment and current aging piece of equipment. (attached)

The playground was remulched by Brightview.

Tab 9



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: Jan 2, 2024

Aquatic Tech: Bill Fuller

Client: Bainebridge CDD

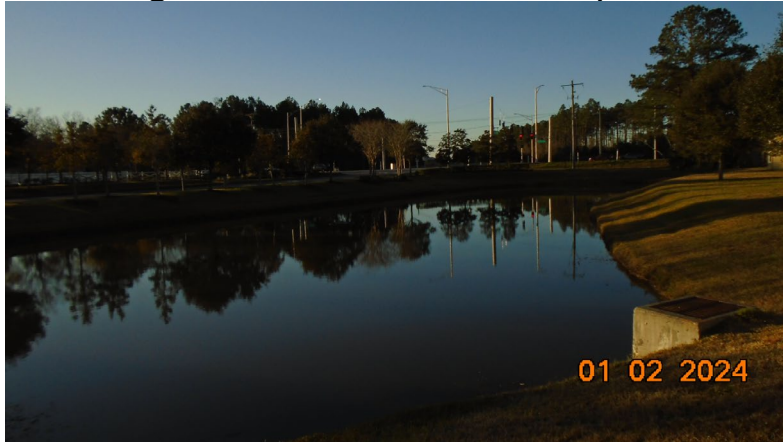
Contact: Lesley Gallagher

Waterways: Twenty ponds

December Report

Comments: 37° F Winds 10-12 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.



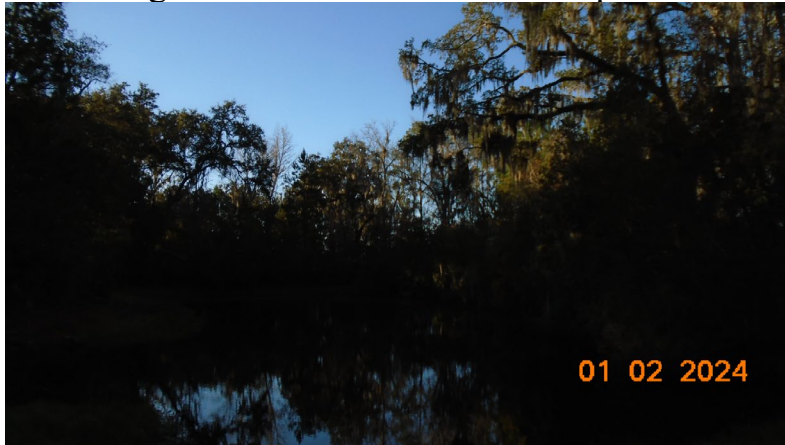
Pond 3: Pond was in good condition. No invasive species noted.



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



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



Pond 6: Pond was in fair condition. Treated for duckweed.



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



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



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 overall good condition. No invasive species noted.



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



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



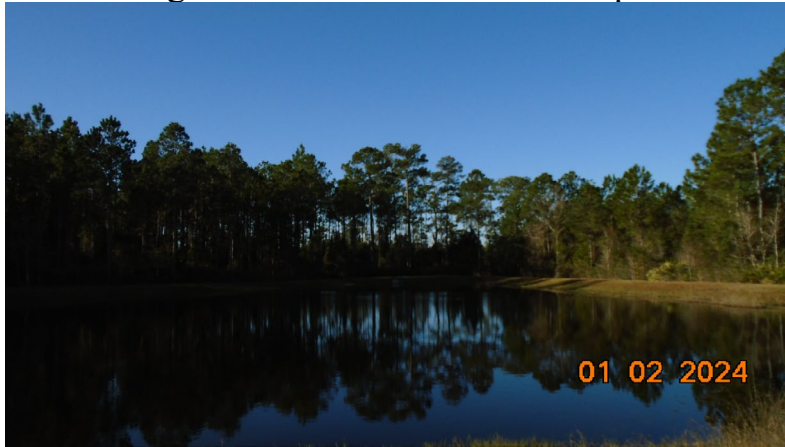
Pond 16: Pond was in good condition. No invasive species noted.



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 overall good condition. Minor perimeter vegetation.





Numbers in white represent numbering on pond report

numbers in red representing numbering on Engineer's Report





6869 Philips Parkway Drive South, Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: November 15, 2023

Fountain Tech: Tom Hair

Client: Bainebridge CDD

Contact: Lesley Gallagher & Kelly Mailhot

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

Replaced 1 150w bulb



Please contact our office with any further questions or comments.

Tab 10



6869 Phillips Parkway Dr S
Jacksonville, FL 32256
904-997-0044

Aquatic Management Agreement

This Agreement dated November 16, 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, Ste 200, Tampa, FL 33614

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

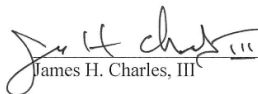
Hereinafter called "CLIENT"

The parties hereto agree to the following:

- Charles Aquatics, Inc. agrees to provide monthly visual inspections of the waterway(s) and application of herbicides or algaecides, 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:
Addition of one (1) stormwater pond for a total of twenty-one (21) ponds located in Duval County, FL.
- CLIENT agrees to pay Charles Aquatics, Inc. the following sum(s) for the listed aquatic management services:

○ Monthly Aquatic Management Services of 21 ponds	\$ <u>775.00</u>
○ Permitting for Triploid Grass Carp	\$ <u>No Charge</u>
○ Triploid Grass Carp Stocking (Upon Approval)	\$ <u>8.00/fish</u>
○ Fabrication and Installation of Aluminum Fish Barriers	\$ <u>55.00/s.f.</u>
○ Physical Removal using Weedrake (floating weeds only)	\$ <u>150.00/hour</u>
- The terms and conditions in this Agreement (pages 1-3) form an integral part of this Agreement and CLIENT hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned signed and in its entirety to be considered valid.
- The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CLIENT to Charles Aquatics, Inc. within 30 days of issuance.
- The Effective Date of this Agreement is the first day of the month in which aquatic management services are first provided.
- CLIENT warrants he is authorized to execute this 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.
- CLIENT agrees to reimburse Charles Aquatics, Inc. for all processing fees for registering with third party companies for compliance monitoring services.

Charles Aquatics, Inc.


James H. Charles, III

CLIENT

Sign _____

Print _____

Date _____

Terms & Conditions

1. Control Methods: Aquatic Management Services will be provided by 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 or noxious species of aquatic weeds:
 - a. Chemical Control: this method 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, dissolved oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for the oxygen testing. Planktonic algae, Spikerush and Cyanobacteria will be an additional fee to control. Shoreline weeds that border the water's edge, such as torpedo grass, alligator weed and cattails, will be controlled with herbicide treatments. Many of these species take several months or longer to fully decompose. CLIENT is responsible for any desired physical removal at an additional cost.
 - b. Biological Control: this method consists of stocking of weed-eating fish, primarily Triploid Grass Carp. CLIENT acknowledges that prior to fish stocking, governmental permits may be required and there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking.
 - c. Mechanical Removal: this method consists of the physical removal of floating aquatic weeds from waterways. The disposal site of the removed weeds will be determined by mutual agreement between Charles Aquatics, Inc. and the CLIENT. This service is available for an additional fee but is not included in this Agreement.
 - d. Trash: Trash and light debris floating within and from the areas immediately surrounding the waterway(s) may be collected during the regularly scheduled service. Trash and light debris is defined as litter such as cups, plastic bags and other man-made materials that will fit into a 5 gallon bucket. Large or dangerous items such as biohazards, landscape debris or construction debris will not be included. Styrofoam materials are excluded. Removal of 100% of lake trash is not guaranteed.
2. 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.
3. 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.
4. Access: CLIENT agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Access should be on an unobstructed utility or drainage easement and allow for 10' wide by 10' high, provide a firm surface for passage of boat, boat trailer and towing vehicles, have a grade of no greater than 45°, and not require crossing bulkheads surrounding waterway(s). 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. 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.
6. Insurance: Charles Aquatics, Inc. shall maintain the following insurance coverage: Automobile Liability, General Liability, and Pollution Liability. Workers' Compensation coverage is also provided at statutory limits. Charles Aquatics, Inc. will submit certificates of insurance upon request.
7. Payment terms: CLIENT understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CLIENT places their account on hold, an additional start-up fee may be required due to aquatic re-growth. All invoices will be paid within 30 days of the date of the invoice. Payments made after 30 days will be considered in arrears and will be assessed interest charges in the amount of 1.5% for each month payment is late. CLIENT agrees to reimburse Charles Aquatics, Inc. for any bank charges and handling fees resulting from a returned check.
8. 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.
9. 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.

10. 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 and acknowledged by the recipient. 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.
11. Assignment of this Agreement: This Agreement is not assignable by the CLIENT except upon prior written consent by Charles Aquatics, Inc.
12. 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.
13. 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 landscaping around pond 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 waterway(s) are not used for swimming by humans or pets			
e) Treated waterway(s) have been mitigated (government required aquatic planting) or are scheduled to be mitigated.			
f) Any special use of treated waterway(s) which may conflict with treatments			
g) The presence of fish such as Triploid Grass Carp, Tilapia or Koi in the treated waterway(s)			
h) Restrictions on the use of any aquatic herbicides or algaecides in the waterway(s) to be treated			
i) Existence of other aquatic management programs being conducted in the same waterway(s) which Charles Aquatics, Inc. is treating			

14. For any condition(s) checked "YES" above, please provide additional details below:

15. CLIENT agrees that its failure to disclose any conditions listed above may compromise Charles Aquatics, Inc.'s capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the Agreement. Any failure disclose any condition which hinders or significantly changes Charles Aquatics, Inc.'s ability to provide their services does not relieve CLIENT's obligation to pay for the services provided under the terms and conditions of this Agreement.



Numbers in white represent numbering on pond report

numbers in red representing numbering on Engineer's Report



Tab 11

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE DUVAL COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (“**Board**”) seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Duval County Supervisor of Elections (“**Supervisor**”) to conduct the District’s elections by the qualified electors of the District at the general election (“**General Election**”).

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

1. **GENERAL ELECTION SEATS.** Seat 2, currently held by Samuel Helms, and Seat 3, currently held by Alton Mabb, and Seat 4, currently held by Wally David, are scheduled for the General Election beginning in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Duval County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

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

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 18th day of January, 2024.

**BAINEBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRPERSON / VICE CHAIRPERSON

ATTEST:

SECRETARY / ASSISTANT SECRETARY

EXHIBIT A

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF THE
BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Bainebridge Community Development District (“District”) will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Duval County Supervisor of Elections located at 105 East Monroe Street, Jacksonville, Florida 32202; Ph: [\(904\) 630-1414](tel:9046301414). All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Duval County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Bainebridge Community Development District has three (3) seats up for election, specifically seats 2, 3 and 4. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the Duval County Supervisor of Elections.

Publish on or before _____, 2024.

Tab 12

Allways Improving LLC dba Fitness Pro
 1400 Village Square Blvd #3-293
 Tallahassee, FL 32312
 (850) 523-8882
 tracy@wearefitnesspro.com
 www.wearefitnesspro.com

Quote



1400 Village Square #3-293
 Tallahassee, FL 32312
 850-523-8882

Accounts Payable
 Bainbridge Estates
 Bainebridge CDD
 C/O Rizzetta & Company
 3434 Colwell Ave, Suite 200
 Tampa, FL 33614

Tony Shiver
 Bainbridge Estates
 15855 Twin Creek Dr.
 Jacksonville, FL 32218

9616	11/16/2023	
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PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

TRUE Abdominal Crunch Bench	TRUE Abdominal Crunch Bench	1	645.00	645.00T
TRUE Knee Raise/Dip/Chin Station	TRUE Knee Raise/Dip/Chin Station	1	1,125.00	1,125.00T
Freight/Delivery/Installation	Freight/Delivery/Installation	1	310.00	310.00T
	Contact: Bruce Miller 407.461.1506 bruce@wearefitnesspro.com			

All quotes valid for 30 days. Additional delivery fees may apply - check with your sales rep for details.

50% payment of total invoice is due at time of approval. Equipment will be ordered upon receipt of payment. Final payment is due at time of installation.

PREFERRED PAYMENT METHOD

ACH or E-Check

There is a 2.9% processing fee for all credit card payments. Should you wish to pay by ACH or e-check, there are no additional fees.

* Please note that a 30% restocking fee plus shipping, if applicable, will be charged on all equipment orders canceled after approval for purchase has been given.

SUBTOTAL	2,080.00
TAX (0.07)	145.60
TOTAL	\$2,225.60

Accepted By

Accepted Date