



Rizzetta & Company

Bainebridge Community Development District

Board of Supervisors' Meeting

September 18, 2025

REVISED

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	Chairman
	Samuel Helms	Vice Chairman
	Larry Hall	Assistant Secretary
	Alton Mabb	Assistant Secretary
	Wally David	Assistant Secretary
District Manager	Ben Pfuhl	Rizzetta & Company, Inc.
District Counsel	Kyle Magee	Kutak Rock, LLP
District Engineer	Joey Duncan	Dewberry Engineers, Inc.

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

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

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

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

Bainebridge Community Development District

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

Board of Supervisors
Bainebridge Community
Development District

September 15, 2025

REVISED FINAL AGENDA

Dear Board Members:

The **special** meeting of the Bainebridge Community Development District will be held on **September 18 at 6:00 p.m.** at the Bainebridge Amenity Center, located at 15855 Twin Creek Drive, Jacksonville, Florida 32218. The following is the **final** agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL
- 2. PLEDGE OF ALLEGIANCE
- 3. AUDIENCE COMMENTS ON AGENDA ITEMS
- 4. STAFF REPORTS
 - A. Landscape Inspection ReportTab 1
 - B. Landscape and irrigation ReportsTab 2
 - 1. BrightView Pine Tree Removal Proposal
 - 2. BrightView Irrigation Inspection Repair Proposals
 - C. Charles Aquatics Pond Report.....Tab 3
 - D. District Counsel
 - E. District EngineerTab 4
 - 1. District Engineer Initial/Annual Report
 - F. Amenity Manager – *Under Separate Cover*
 - G. District Manager
- 5. BUSINESS ITEMS
 - A. Acceptance of District Management Services AddendumTab 5
 - B. Acceptance of BrightView Landscape Services AgreementTab 6
 - C. Ratification of Acceptance of Pool ProposalsTab 7
 - D. Consideration of Vending Machine Licensing Agreement.....Tab 8
 - E. Consideration of Resolution 2025-09, Setting Dates, Time and Location for Fiscal Year 26 Regular MeetingsTab 9
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS
- 7. 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.

Sincerely,
Ben Pfuhl
Ben Pfuhl

Tab 1

BAINEBRIDGE

LANDSCAPE INSPECTION REPORT



August 9, 2025

Rizzetta & Company

Matthew Mironchik – Landscape Specialist

Landscape Inspection Services



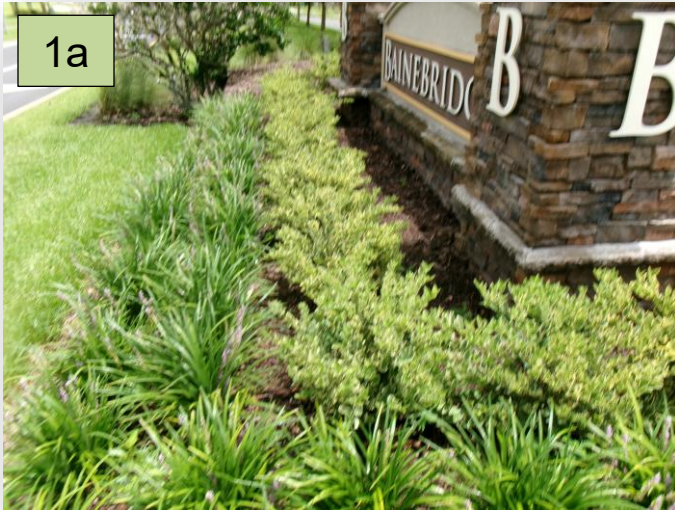
Rizzetta & Company
Professionals in Community Management

Summary/Bainebridge Drive

General Updates, Recent & Upcoming Maintenance Events

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. **Orange** indicates items for staff. **Black, bold and underlined text represents updates or questions for the BOS.**

1. At the main entrance median monument, the young Ligustrums are ready to be shaped up during the next pruning event. Keeping separation between plant material and the height now, will prevent problems down the road.(pic. 1a,1b)



2. In the main entrance median bed, just past the monument sign, there are three (3) mature multi-stem ligustrums that are weak and have bare spots. A proposal should be made to replace the weak plant material with shrubs of similar size or replace all with matching sizes.(pic.2>)



Bainebridge Drive/Pecan Park Road

3. In the entrance median, behind the 'Bainebridge Estates' sign, there is another multi-stem Ligustrum that is weak and has large bare areas in the canopy. This should be added in the proposal to be replaced with the other Ligustrums near the entrance monument, with plant material of a similar size to the Ligustrum cluster it is in. (pic.3)



5. Along Pecan Park Rd., along the fence Northwest of the entrance, there are some low hanging Oak limbs that should be elevated to a height of 10 feet to prevent damage to the fence line. (pic.5)



4. Behind 15612 Mason Lakes Dr., on the CDD side of the fence, there is a dead Pine that should be removed as soon as possible. (pic.4)



6. The streetlight at the entrance to the Amenity Center parking lot entrance, above the sidewalk, is being crowded by the Elm. This should be pruned for clearance. It should be added in the proposal along with the removal of the Pine tree at the front of the community. (pic.6)

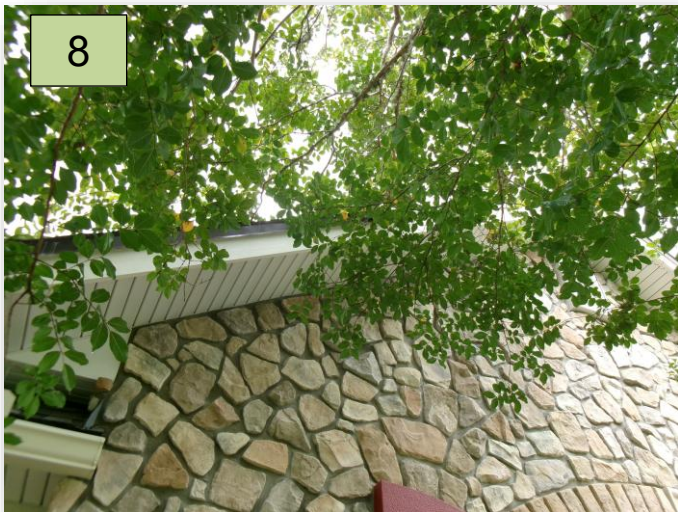


Amenity Center

7. The Sabal palms around Amenity Center have been trimmed too high. Palms should be trimmed to '9 and 3' to maintain health of palms(pic.7)



8. On the West entrance of the Amenity Center, There is a Crape Myrtle whose canopy is touching the building and should be pruned back for clearance. This should also be added to the proposal previously suggested.(pic.8)



9. Shrubs around the Amenity Center have some weeds growing through them. These should be hand pulled during next detail event.(pic.9>)

10. In the Playground area, all weeds should be hand pulled during each detail event.(pic.10)



11. The Bottlebrush hedge, behind the large fountain in the pool area, is a safety concern due to the bee attracting flowers. I recommend removing all Bottlebrush from pool area and replacing them with a shrub that does not flower or flowers less, such as Podocarpus, Ligustrum or Sweet Viburnum(currently present in pool area).(pic.11a>>, 11b>>)

12. The Viburnum hedge near the pavilion in the pool area has areas that should be filled in to complete the hedge.(pic.12>>)



Amenity Center Pool Area

<<11a



<<11b



<<12

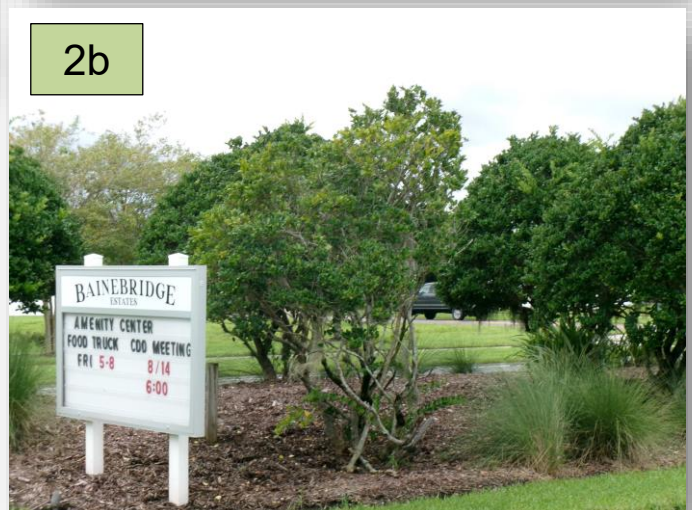


Proposals

1. A proposal should be made for the removal of the dead Pine tree behind 15612 Mason Lakes Dr, as well as pruning trees for clearance around streetlights and raising the canopy of the Oak trees off the fence line along Pecan Park Rd.(pics.1a,1b,1c>)



2. A proposal should be made for the removal of the weak and bare multi-stem Ligustrum in the main entrance median beds.(pic.2a,2b)



Proposals

3. A proposal should be made for the removal and replacement of the Bottlebrush in the pool area.(pics.3a,3b)



2. A proposal should be made to fill in the holes of the Viburnum hedge in the pool area.(pic.4)



Tab 2

Quality Site Assessment

Prepared for: Bainebridge CDD

General Information

DATE: Wednesday, Sep 10, 2025
NEXT QSA DATE: Wednesday, Oct 15, 2025
CLIENT ATTENDEES:
BRIGHTVIEW ATTENDEES: Jennifer Mabus

Customer Focus Areas

Main Entry and Amenity detail

Quality you can count on.

7 Seven Standards of Excellence



1 Site Cleanliness



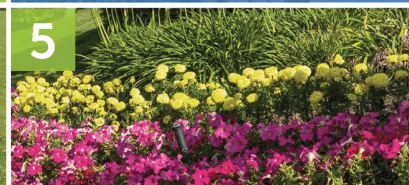
2 Weed Free



3 Green Turf



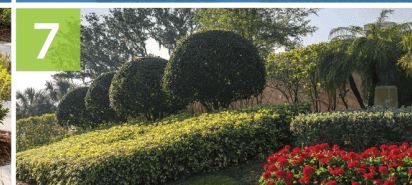
4 Crisp Edges



5 Spectacular Flowers



6 Uniformly Mulched Beds



7 Neatly Pruned Trees & Shrubs

QUALITY SITE ASSESSMENT

Bainebridge CDD

Maintenance Items



- 1** Summer annuals at the front look great and are thriving! Fall rotation will be coming up in October.
- 2** The Jack Frost, Liriope, and turf that was installed last year looks good and the drainage has been good.
- 3** Shrubs at the Amenity Center are pruned and beds are weed free. Pruning rotation and spraying is on schedule.
- 4** Turf by Playground is green, good color, and edged. Playground mulch is scheduled to go in this month.

Maintenance Items



- 5** Turf color looks good, next application for fertilizer, post emergent weed control, and insecticide is scheduled Sept 18th. Weed control is good.

Proposal for Extra Work at Bainebridge CDD

Property Name	Bainebridge CDD	Contact	Ben Pfuhl
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 Bainebridge CDD - dead pine tree removal

Project Description Remove and stump grind dead pine tree provided it is on CDD property at the front property.

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Remove dead pine tree and grind stump - provided it is on CDD property.	\$665.00	\$665.00

For internal use only

SO# 8756181
JOB# 346101085
Service Line 300

Total Price \$665.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
 11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014
 Enhancement Manager
 Certified Arborist #FL-6354A
 Certified Pest Control Operator JF95758

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

Enhancement Manager

Certified Arborist #FL-6354A

Certified Pest Control Operator JF95758

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

Signature _____ Title **Property Manager**

Ben Pfuhl _____ **September 10, 2025**
Printed Name Date

BrightView Landscape Services, Inc. "Contractor"

Signature _____ Title **Enhancement Manager**

Jen Mabus _____ **September 10, 2025**
Printed Name Date

Job #: **346101085**

SO #: **8756181**

Proposed Price: \$665.00

Landscape Services

Property Name: Beaumont

Tech Name: Samuel Stevens

Controller Name: Clubhouse

Controller Location: Left of Clubhouse

Type of controller: Rain Bird Pro-Modular

Zones per Controller: 5

Job #: 1085

Date: 8/19/25

Page: 1 of 1

Access Code: _____

[illegible][illegible]

Which Zones are Annual Zones:

Backflow/Meter Location:	Reclaim Water or Pump	Replace Rain/Freeze Sensor:
--------------------------	-----------------------	-----------------------------

Irrigation Map?: _____ Tech Notes: Irrigation Clock is starting to show signs of age due to
 • Clock off
until WEEKS of
25th August = over Propose → New clock = ~~xxxxxxxxxx~~ Rainbird ESP ME3
system keep restarting after inspection was done. Also faceplate faded.

Landscape Services

Property Name: Keenbridge

Tech Name: Samuel Stevens

Controller Name: Clubhouse

Controller Location: Left of Clubhouse

Type of controller: RAINBIRD Fo-Modular

Zones per Controller: 5

Job #: 1085

Date: 8/19/25

Page: 1 of 1

Access Code:

[illegible][illegible]

Which Zones are Annual Zones:

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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 Bainbridge - Irrigation inspection repair proposal

Project Description Irrigation inspection completed on 8/19/2025

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
2.00	EACH	6" Spray head	\$41.66	\$83.32

For internal use only

SO# 8741273
JOB# 346101085
Service Line 150

Total Price \$83.32

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11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

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Customer

Property Manager	
Signature _____	Title _____
Ben Pfuhl	August 21, 2025
Printed Name _____	Date _____

BrightView Landscape Services, Inc. "Contractor"

Irrigation Manager	
Signature _____	Title _____
Gonzalo M. Castellon	August 21, 2025
Printed Name _____	Date _____

Job #: 346101085

SO #: 8741273 **Proposed Price:** \$83.32

Proposal for Extra Work at Bainebridge CDD

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		Billing Address	c/o Rizzetta & Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614
Project Name	Bainbridge - Proposal to replace irrigation controller		
Project Description	Clock located to the left of clubhouse		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Hunter Pro C Irrigation Controller	\$440.12	\$440.12
1.00	EACH	Module (3-zone)	\$54.25	\$54.25

For internal use only

SO# 8741285
JOB# 346101085
Service Line 150

Total Price \$494.37

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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	
Ben Pfuhl		August 21, 2025
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

		Irrigation Manager
Signature	Title	
Gonzalo M. Castellon		August 21, 2025
Printed Name	Date	

Job #: 346101085

SO #: 8741285 **Proposed Price:** \$494.37

Tab 3



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Phone: 904-997-0044

Service Report

Date: August 26, 2025

Aquatic Tech: Justin Powers/Richard Powers

Client: Bainebridge CDD

Waterways: 21 ponds

Pond 1: Pond was in great shape. Level and clarity were both great, and the fountain was not running at time of visit.



Pond 2: Pond was in great shape. Level and clarity were both good.



Pond 3: Pond was in great shape. Level and clarity were both great. No algal blooms during visit.



Pond 4: Pond in great shape. Level and clarity were both normal. Treated pond during visit for emergent shoreline weeds.



Pond 5: Pond was in good shape. Level and clarity were normal, and the outflow was in good shape.



Pond 6: Pond was in good shape. Water level was high, and surrounding area was extremely soggy/wet.



Pond 7: NO access to this pond.



Pond 8: Pond was in good shape. Level and clarity were both normal. Bank/launch quite wet during inspection.



Pond 9: Pond was in fair shape upon inspection. Launch/bank was quite wet during visit.



Pond 10: Pond was in good shape. Shoreline weeds to be treated when the boat can be launched.



Pond 11: Pond was in decent shape. Level and clarity were both normal. Treated pond during visit for emergent shoreline weeds.



Pond 12: Pond was in good shape. Level and clarity were both normal. Last visits treatment for emergent weeds was effective.



Pond 13: No access.

Pond 14: Pond in great shape. No new overgrowths since prior treatment.



Pond 15: Pond was in good shape. Level and clarity were normal.



Pond 16: Pond in good condition. Level and clarity were both normal.



Pond 17: Pond in good shape. Level and clarity were both normal. Last visits' treatment for weeds was highly effective .



Pond 18: Pond was in decent shape. Level and clarity were both normal. Treated pond during visit for emergent shoreline weeds.



Pond 19: Pond in good condition. Level was low and clarity was normal.



Pond 20: Pond in good condition. Level was high and clarity was great. Launch quite wet during visit.



Pond 21: Pond blocked off by newly installed fence.



Tab 4



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

Sent Via Email: BPfuhl@rizzetta.com

September 11, 2025

Mr. Benjamin Pfuhl, District Manager
Bainebridge Community Development District
c/o Rizetta & Company
2806 North Fifth Street
Suite 403
St. Augustine, Florida 32084

Subject: **Annual Goals and Objectives Review - 2025
Bainebridge Community Development District**

Dear Mr. Pfuhl:

In accordance with the approved Goals and Objectives for the Bainebridge Community Development District (CDD), we have completed our annual review of the CDD owned facilities as constructed to date. We find, based on said inspection and our knowledge of the community, that those portions of the infrastructure are being maintained in reasonably good repair.

We have reviewed the Operation and Maintenance budget for the Fiscal Year 2026 and believe that it is sufficient for the proper operation and maintenance of the facilities by Bainebridge CDD.

Should you have any questions or require additional information, please contact me at (904) 423.4935.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Duncan", with a stylized flourish at the end.

Joey V. Duncan, PE
District Engineer
Bainebridge Community Development District

RM:ap
Q:\Scenic Terrace North CDD_50144568\Adm\Reports\2025 Annual Report\Bainebridge Annual Goals and Objectives 2025 – 08-29-2025

MEMORANDUM

Date: September 11, 2025
To: Bainebridge Community Development District (CDD)
From: Rey Malave PE, Associate Vice President, Dewberry
Subject: Bainebridge CDD Annual Inspection Results (August 2025);
SJRWMD Permit No. 40-031-89368-7

Introduction

This report provides the findings of an annual inspection of the structures and areas owned by Bainebridge CDD conducted on August 15, 2025.

The following report summarizes the findings of the inspection and includes recommendations for actions. The report also contains a Bainebridge CDD Inspection Photo Map and a Bainebridge CDD Photo Log depicting aspects of the stormwater management system that were inspected and require attention.

Report Recommendations

PHOTO ID	TYPE	CONDITION	COMMENTS	RECOMMENDATIONS
1	Weir	3 - Good	Missing chain on grate	
2	Weir	3 - Good	Missing chain on grate	
3	Mitered end section	2 - Poor	Washout on the sides.	
4	Mitered end section	3 - Good	Vegetation planted above structure	
5	Weir	2 - Poor	Grate not chained	Grate needs to be chained
6	Weir	2 - Poor	Blockage	Remove excessive vegetation
7	Mitered end section	2 - Poor	Overgrown vegetation	Remove excessive vegetation
8	Weir	2 - Poor	Fallen Tree	Remove fallen tree
9	Weir	2 - Poor	Overgrown vegetation	Remove excessive vegetation
10	Mitered end section	2 - Poor	Washout on the sides.	
11	Weir	2 - Poor	Blockage	Clear debris from weir grates
12 & 13	Mitered end section	2 - Poor	Overgrown vegetation	Remove excessive vegetation

14	Mitered end section	2 - Poor	Overgrown vegetation	Remove excessive vegetation
15	Weir	3 - Good	Non-standard and built on drainage structure	Should be removed. Unsafe and cannot be supported by drainage structure. If rebuilt, it requires a building permit and cannot use drainage structure for support.
16	Outlet Pipe	2 - Poor	Overgrown vegetation	Remove excessive vegetation
17	Pond 13	2 - Poor	Overgrown vegetation	Remove excessive vegetation
18 & 19	Weir	2 - Poor	Grate not chained and overgrown vegetation	Remove excessive vegetation
20	Mitered end section	2 - Poor	Overgrown vegetation	Remove excessive vegetation
21 & 23	Pool	2 - Poor	Washout along pool fence	
22	Stormwater Grate	2 - Poor	Missing chain on grate	
24 & 25	Tennis Court	2 - Poor	Washout under concrete	
26	Tennis Court	2 - Poor	Protruding crack in concrete	Shave protrusion to flat surface
27 & 28	Mitered end section	2 - Poor	Overgrown vegetation	Remove excessive vegetation
29	Sidewalk	2 - Poor	Protruding sidewalk panel	Shave protrusion to flat surface
30	Light Pole	1 - Bad	Broken	

Attachments

Bainbridge CDD Photo Log

Bainbridge CDD Inspection Photo Map



Legend

- Photo Locations
- Bainbridge CDD

FIGURE 1
Bainbridge Photo Map
 Bainbridge CDD
 Jacksonville
 Duval, FL

Photo 1

Location: Pond 1 & Bains
Lake Dr.

Structure: Weir

Condition: 3 - Good

Comments: Missing chain on
grate.



Photo 2

Location: Pond 3 & Mason
Lakes Dr.

Structure: Weir

Condition: 3 - Good

Comments: Missing chain on
grate.



Photo 3

Location: Pond 4 & Mason Lakes Dr.

Structure: Mitered End Section

Condition: 2 – Poor

Comments: Washout on the sides.



Photo 4

Location: Pond 4 & Racheal Creek Dr.

Structure: Mitered End Section

Condition: 3 – Good

Comments: Vegetation planted above structure.



Photo 5 & 6

Location: Pond 2 & Bainebridge Dr.

Structure: Weir

Condition: 3 - Good

Comments: Missing chain on grate and blockage.



Photo 7

Location: Pond 6 & Canoe Creek Dr.

Structure: Mitered End Section

Condition: 2 – Poor

Comments: Overgrown vegetation.



Photo 8

Location: Pond 6 & Canoe Creek Dr.

Structure: Weir

Condition: 2 - Poor

Comments: Fallen tree



Photo 9

Location: Pond 5 & Canoe Creek Dr.

Structure: Weir

Condition: 2 - Poor

Comments: Overgrown vegetation.



Photo 10

Location: Pond 4 & Rachel Creek Dr.

Structure: Mitered End Section

Condition: 2 - Poor

Comments: Washout on sides.



Photo 11

Location: Pond 7 & Rachel Creek Dr.

Structure: Weir

Condition: 2 - Poor

Comments: Blockage.



Photo 12 & 13

Location: Pond 9 & Little Brook Ct.

Structure: Mitered End Section

Condition: 2 – Poor

Comments: Overgrown vegetation.



Photo 14

Location: Pond 10 & Mayfair Creek Ct.

Structure: Mitered End Section

Condition: 2 – Poor

Comments: Overgrown vegetation.



Photo 15

Location: Pond 10 & Mayfair Creek Ct.

Structure: Weir

Condition: 3 – Good

Comments: Non-standard structure.



Photo 16

Location: Pond 15 & Baxter Creek Dr.

Structure: Outlet Pipe

Condition: 2 – Poor

Comments: Overgrown vegetation.



Photo 17

Location: Pond 13 & Twin Creek Dr.

Structure: Pond 13

Condition: 2 – Poor

Comments: Overgrown vegetation.



Photo 18 & 19

Location: Pond 13 & Baxter Creek Dr

Structure: Weir

Condition: 3 - Good

Comments: Missing chain on grate and overgrown vegetation.



Photo 20

Location: Pond 16 & Baxter Creek Dr

Structure: Mitered End Section

Condition: 2 – Poor

Comments: Overgrown vegetation



Photo 21 & 23

Location: Community Center

Structure: Pool

Condition: 2 – Poor

Comments: Washout along pool fence



Photo 22

Location: Community Center

Structure: Stormwater Grate

Condition: 3 - Good

Comments: Missing chain on grate.



Photo 24 & 25

Location: Community Center

Structure: Tennis Court

Condition: 2 – Poor

Comments: Washout under concrete



Photo 26

Location: Community Center

Structure: Tennis Court

Condition: 2 - Poor

Comments: Protruding crack in concrete.



Photo 27 & 28

Location: Pond 11 & Baxter Creek Dr

Structure: Mitered End Section

Condition: 2 – Poor

Comments: Overgrown vegetation.



Photo 29

Location: Pond 11 & Baxter Creek Dr

Structure: Sidewalk

Condition: 2 - Poor

Comments: Protruding sidewalk panel.



Photo 30

Location: Little Brook Ct. & Bainebridge Dr.

Structure: Light Post

Condition: 1 - Bad

Comments: Broken.



Tab 5

CONTRACT FOR PROFESSIONAL DISTRICT MANAGEMENT SERVICES

DATE: October 1, 2025

BETWEEN: **RIZZETTA & COMPANY, INC.**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**District Manager**")

AND: **BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**District**," and together with District Manager, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for District Manager to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. Additionally, this Contract consolidates all services provided by District Manager including continuing disclosure and technology services. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract. This Contract constitutes the entire understanding between the Parties and supersedes all prior Contracts, which are hereby terminated and of no further effect.

A. STANDARD ON-GOING SERVICES. The District Manager shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. **Management** - services include the conducting of one (1) three (3) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
- ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;



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- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity. District Manager shall be identified as agent or custodian of the District's bank accounts with signatory authority.
- iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.
- v. **Continuing Disclosure** – serve as the District's Dissemination Agent and provides such duties as required per the District's Continuing Disclosure Agreements and compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5) for all series of bonds requiring such services.
- vi. **Website Management** – services associated with managing the content of the District's website in compliance with Chapter 189.069, Florida Statutes.

B. TIME FRAME. The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

II. ADDITIONAL SERVICES. In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the District Manager. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, shall be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;



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- Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the District Manager shall provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The District Manager shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the District Manager.

III. LITIGATION SUPPORT SERVICES. Upon the District's request, the District Manager shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the District Manager shall provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The District Manager shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the District Manager.

IV. ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES. These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by District Manager for providing those services to the extent authorized by law and the District's Rules of Procedure.

V. TERM. The District Manager's services as provided in this Contract shall commence on October 1, 2025. This Contract shall automatically renew annually unless terminated pursuant to its terms. The District Manager acknowledges that the prices of this Contract are firm and that the District Manager may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

VI. FEES AND EXPENSES; PAYMENT TERMS.

A. FEES AND EXPENSES.

- i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the District Manager for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the District Manager's compensation for services provided pursuant to this Contract, the District shall compensate the District Manager only for those services



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provided under the terms of this Contract. Unless otherwise specified by this Contract, the District Manager shall invoice the District for the District Manager's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved shall be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment for those services shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice. District shall establish and properly fund an account with such federally-insured bank to be designated for ACH withdrawal by District Manager to meet the District's obligations for all amounts owed to District Manager under this Contract.

- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in Contract terms.
- iii. In the event the District authorizes a change in the scope of services requested, District Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before District Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the District Manager or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services shall be subject to reimbursement at cost. These expenses include but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services shall be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services shall either be billed monthly at the District Manager's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.



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- iii. **Litigation Support Services.** Litigation Support Services shall be billed monthly on an hourly basis for the hours incurred at the District Manager's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses not included under the Standard-On Going Services of the District Manager shall be billed monthly as incurred.

All invoices shall be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VII. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the District Manager, the District Manager shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay District Manager's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. District Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VIII. **NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
- IX. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the District Manager.
- X. **RESPONSIBILITIES.**
 - A. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the District Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
 - B. **LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, and to the extent consistent with Chapter 190.006, District Manager shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the District Manager. District Manager shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.
- XI. **TERMINATION.** This Contract may be terminated as follows:
 - A. By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the District Manager. Termination for "good cause" shall be effected by written notice to District Manager



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electronically at the address noted herein.

- B. By the District Manager for “good cause”, immediately which shall include, but is not limited to, failure of the District to timely pay District Manager for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for District Manager to undertake any action or implement a policy of the Board which District Manager deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for “good cause” shall be effected by written notice to District electronically at the address noted herein.
- C. By the District Manager or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.
- D. Upon any termination, District Manager shall be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. District Manager shall make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

XII. GENERAL TERMS AND CONDITIONS.

- A. All invoices are due and payable within forty-five (45) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B. In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney’s fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Duval County, Florida.
- D. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- E. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the District Manager.
- F. The District Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The District Manager agrees to take steps to repair any damage resulting from the District Manager’s activities and work pursuant to the Contract within twenty-four hours (24) hours.



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- G. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIII. INDEMNIFICATION.

A. **DISTRICT INDEMNIFICATION.** To the extent the District Manager or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold harmless the District Manager, its employees, officers, or agents from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that District Manager its employees, officers, or agents, may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District Manager may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

DISTRICT MANAGER INDEMNIFICATION. The District Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

The terms of this Section shall survive the termination of this Contract.

B. **SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

XIV. **WAIVER OF DAMAGES.** The District Manager, its employees, officers, or agents, shall not be liable for any acts or omissions of any previous manager(s) of the District. Additionally, the District Manager, its employees, officers or agents, shall not be liable, responsible, or accountable in damages or otherwise to the District for any acts performed by the District Manager, its employees, officers or agents, in good faith and within the



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MJJ 051424

scope of this Agreement. Further, the District Manager, its employees, officers, or agents, shall not be liable to the District or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the District or otherwise titled in the name of the District (collectively, "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the District which is delivered to the District Manager and deposited into any of the District Bank Accounts. The terms of this Section shall survive the termination of this Contract.

XV. INSURANCE.

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The District Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
 - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
 - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the District Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees shall be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. District Manager shall furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D.** The District agrees to list the District Manager as an additional insured party on its General Liability and Automobile Liability insurance policies to the extent the District Manager or its employees are serving as the District's employees, officers or agents pursuant to the terms, conditions and requirements of this Agreement, and to the extent the District's insurance provider shall issue an endorsement in substantially the form attached hereto as Exhibit E. The limits of coverage for additional insured parties pursuant to such



endorsement shall not exceed the monetary limitations of liability provided in Section 768.28, Florida Statutes.

- E. If the District Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the District Manager shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.
- XVI. **ASSIGNMENT.** Except as provided in this section, neither the District nor the District Manager may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the District Manager or the District without the prior written approval of the other party is void.
- XVII. **COMPLIANCE WITH PUBLIC RECORDS LAWS.** District Manager understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, District Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. District Manager acknowledges that District Manager is the designated public records custodian for the District ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the District Manager shall 1) keep and maintain public records required by the District to perform the service; 2) provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes and the District's Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the District Manager does not transfer the records to the new Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as **Exhibit D**; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in District Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the District Manager, the District Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE DISTRICT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.



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MJJ 051424

- XVIII. NOTICES.** All notices, requests, consents and other communications under this Contract ("**Notices**") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Bainebridge Community
Development District
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, FL 32301
Attn: District Counsel

If to the District Manager: Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the District Manager may deliver Notice on behalf of the District and the District Manager, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XIX. EFFECTIVE DATE.** This Contract shall become effective on October 1, 2025 and shall remain effective until terminated by either the District or the District Manager in accordance with the provisions of this Contract.
- XX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XXI. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the District Manager relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.
- XXII. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the District Manager under this Contract shall entitle the other to all



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MJJ 051424

remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.

- XXIII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the District Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the District Manager any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the District Manager and their respective representatives, successors, and assigns.
- XXIV. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The District Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances in performing the services under this Contract. If the District Manager fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the District Manager or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the District Manager as an arm's length transaction. The District and the District Manager participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language shall not be interpreted or construed against any party.
- XXVI. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- XXVII. E-VERIFICATION.** Pursuant to Section 448.095(2), Florida Statutes,
A. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and shall remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.



- B. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District shall terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor shall immediately terminate its contract with the subcontractor.
- C. If this Agreement is terminated in accordance with this section, then the Contractor shall be liable for any additional costs incurred by the District.

XXVIII. SAFE AND HEALTHY WORK ENVIRONMENT. District agrees to provide a safe and healthy work environment for all employees provided by the District Manager. If the District Manager, in the exercise of its reasonable discretion, determines that there are conditions within the District which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by residents, guests and invitees, the District Manager shall have the ability, notwithstanding anything to the contrary contained in this Contract, to prohibit its employees from going to the areas managed by the District to provide services or remove on-site employees upon written notice to the District. During the period of time that employees have been removed, District Manager shall have no responsibility for performance of services under this Contract that would be performed by on-site employees or by employees prohibited from going to the areas managed by the District. Further, District Manager shall not be liable to the District or residents, guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to the District Manager's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when the District Manager's on-site employees have been removed or other employees have been prohibited from going to areas managed by the District.

XXIV. FORCE MAJEURE. The Parties hereto shall be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "**Force Majeure**"), except with respect to amounts to be paid by the District for services actually provided by District Manager pursuant to this Contract during a Force Majeure. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to the District Manager by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing shall not be interpreted as extending the term or renewal term of this Contract.

XXV. DISCLOSURE. Rizzetta & Company, Inc. is an affiliate of FirstService Residential Florida, Inc.

(Remainder of this page is left blank intentionally)



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MJJ 051424

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

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: William J. Rizzetta
PRINTED NAME: William J. Rizzetta
TITLE: President
DATE: Aug 18, 2025

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

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

Exhibit A – Scope of Services
Exhibit B – Schedule of Fees
Exhibit C – Municipal Advisor Disclaimer
Exhibit D – Public Records Request Policy
Exhibit E – Human Trafficking Affidavit



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MJJ 051424

EXHIBIT A
Scope of Services

STANDARD ON-GOING SERVICES: These services shall be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

MANAGEMENT:

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
 - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
 - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
 - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
 - 4. Provide Form 1 Financial Disclosure documents for Board Members
 - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
 - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
 - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
 - 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
 - 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
 - 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
 - 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
 - a. Provide written notice to owners of public hearing on the budget and its related assessments.
 - 12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
 - 13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
 - 14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.



15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
 16. Provide for submitting the regular meeting schedule of the Board to County.
 17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
 18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
 20. Provide for public records announcement and file document of registered voter data each June.
 21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
 22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
 23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
 - a. Provide for the appropriate ad templates and language for each of the above.
 24. Provide for instruction to Landowners on the Election Process and forms, etc.
 25. Respond to Bond Holders Requests for Information.
 26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

ADMINISTRATIVE:

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.



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MJJ 051424

- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
 - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

ACCOUNTING:

A. Financial Statements

- 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.
- 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
- 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
- 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
- 5. Manage banking relations with the District's Depository and Trustee.
- 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- 7. Account for assets constructed by or donated to the District for maintenance.
- 8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- 9. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.



- c) Prepare all supporting accounting reports and documents as requested by the auditors
 - d) Respond to auditor questions
 - e) Review and edit draft report
 - f) Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

- 1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
- 2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
- 3. Prepare and cause to be published notices of all budget hearings and workshops.
- 4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

- 1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - a) Manage Vendor Information per W-9 reports
- 2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
- 3. Maintain checking accounts with qualified public depository including:
 - a) Reconciliation to reported bank statements for all accounts and funds.
- 4. Prepare year-end 1099 Forms for Vendor payments as applicable.
 - a) File reports with IRS.

D. Capital Program Administration

- 1. Maintain proper capital fund and project fund accounting procedures and records.
- 2. Process Construction requisitions including:
 - a) Vendor Contract completion status
 - b) Verify Change Orders for materials
 - c) Check for duplicate submittals



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d) Verify allowable expenses per Bond Indenture Agreements such as:

- (1) Contract Assignment
- (2) Acquisition Agreement
- (3) Project Construction and Completion Agreement

3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management

1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

A. Administer Prepayment Collection:

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.



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3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.

B. Administer Assessment Roll Process:

1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
3. Verify assessments on platted lots, commercial properties or other assessable lands.
4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.

C. Administer Assessments for Off Tax Roll parcels/lots:

1. Maintain and update current list of owners of property not assessed via the tax roll.
2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.

D. True-Up Analysis:

1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

WEBSITE MANAGEMENT:

A. Website Management:

1. Consultant shall manage the content of the website in compliance with Chapter 189.069, Florida Statutes. Consultant shall maintain the domain for the District. Consultant shall provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.

Required Website Content: Pursuant to section 189.016 & 189.069, Florida Statutes, special district web sites are required to include and make available the following information or documents, which requirements may be changed from time to time. Changes to the requirements may be subject to additional fees:

- a. The full legal name of the special district.
- b. The public purpose of the special district.



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MJJ 051424

- c. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
- d. The fiscal year of the special district.
- e. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
- f. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
- g. A description of the boundaries or service area of, and the services provided by, the special district.
- h. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
- i. The primary contact information for the special district for purposes of communication from the department.
- j. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
- k. The budget of the special district and any amendments thereto in accordance with s. 189.016.
- l. Tentative budgets shall be posted at least two (2) days before the budget hearing and remain on District website for forty-five (45) days.
- m. Final adopted budgets shall be posted within thirty (30) days after adoption and remain on District website for two (2) years.
- n. Budget amendments shall be posted within five (5) days after adoption and remain on District website for two (2) years.
- o. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district or a link to the District's most recent final, complete audit report on the Auditor General's website.
- p. A listing of the District's regularly scheduled public meetings as required by s. 189.015(1).
- q. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
- r. At least seven (7) days before each meeting or workshop, the agenda of the event, The information must remain on the website for at least one (1) year after the event.

ADDITIONAL SERVICES:

A. Meetings

- 1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

- 1. Modifications and Certification of Special Assessment Allocation Report;



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MJJ 051424

2. True-Up Analysis;

- a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
- b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;

C. Bond Issuance Services

1. Special Assessment Allocation Report;

- a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
- b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
- c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments

2. Bond Validation;

- a) Coordinate the preparation of a Bond Validation Report which states the “Not-to-exceed” par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
- b) Provide expert testimony at bond validation hearing in circuit court.

3. Certifications and Closing Documents;

- a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

D. Electronic communications/e-blasts;

E. Special requests;

F. Amendment to District boundary;

G. Grant Applications;

H. Escrow Agent;

I. Continuing Disclosure/Representative/Agent;

J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.

K. Public Records Requests - Refer to **Exhibit D** of this Contract for responsibilities;

LITIGATION SUPPORT SERVICES:



Rizzetta & Company

MJJ 051424

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

- A. Issue estoppel letters as needed for property transfers
 - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
 - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
 - 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
 - 2. Maintain collection log showing all parcels that have pre-paid assessments.
 - 3. Prepare, execute and issue release of lien to be recorded in public records.



EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

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

	MONTHLY	ANNUALLY
Management:	\$2,193.25	\$26,319
Administrative:	\$584.92	\$7,019
Accounting:	\$1,959.33	\$23,512
Financial & Revenue Collections:	\$511.83	\$6,142
Assessment Roll ⁽¹⁾		\$6,142
Continuing Disclosure:	\$416.67	\$5,000
Website Management:	\$110.00	\$1,320
Total Standard On-Going Services:	\$5,776.00	\$75,454

(1) Assessment Roll is to paid in one lump-sum upon completion.



Rizzetta & Company

MJJ 051424

ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 400
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 400
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Bond Amortization Schedules	Per Occurrence	\$ 600
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

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

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



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LITIGATION SUPPORT SERVICES:

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

JOB TITLE:	HOURLY RATE:
President	\$ 500.00
Chief Financial Officer	\$ 450.00
Vice President	\$ 400.00
Controller	\$ 350.00
Regional District Manager	\$ 300.00
Accounting Director	\$ 300.00
Finance Manager	\$ 300.00
Senior District Manager	\$ 275.00
District Manager	\$ 250.00
Amenity Services Manager	\$ 250.00
Business Development Manager	\$ 250.00
Landscape Inspection Services Manager	\$ 250.00
Financial Analyst	\$ 250.00
Senior Accountant	\$ 225.00
Landscape Specialist	\$ 200.00
Administrative Support Manager	\$ 200.00
Senior Financial Associate	\$ 200.00
Senior Administrative Assistant	\$ 200.00
Staff Accountant II	\$ 200.00
District Coordinator	\$ 175.00
Administrative Assistant II	\$ 150.00
District Compliance Associate	\$ 150.00
Staff Accountant	\$ 150.00
Financial Associate	\$ 150.00
Administrative Assistant	\$ 100.00
Accounting Clerk	\$ 100.00
Client Relations Specialist	\$ 100.00



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EXHIBIT C
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.



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EXHIBIT D

Public Records Request Policy and Fees

Public Officer, Employee and Staff Policy for Processing Requests for Public Records

Policy Generally:

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that shall be utilized in preparing responses to public record requests.

Requests for District Records:

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons shall be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian shall then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the Agreement.



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MJJ 051424

6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.
7. Florida's public records law does not require the District to answer questions regarding the records produced.

Processing Responsive Records:

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party shall be charged according to the District's adopted fee schedule.
2. Records are only required to be produced in the format(s) in which they exist.
3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.



EXHIBIT E

Nongovernmental Entity
Human Trafficking Affidavit
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of Rizzetta & Company, Incorporated and attest that Rizzetta & Company, Incorporated does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

FURTHER AFFIANT SAYETH NOT.

**Rizzetta & Company, Incorporated, a
Florida Corporation**

By: William J. Rizzetta
Name: William J. Rizzetta
Title: President



Rizzetta & Company

MJJ 051424

Tab 6

LANDSCAPE SERVICES AGREEMENT

Date: August 20, 2025

BrightView: BrightView Landscape Services, Inc.

Client: Bainebridge Community Development District

Contract Start Date: October 1, 2025

Contract End Date: September 30, 2026

Service Fee*: \$37,872.00

*Plus sales tax where applicable

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

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

LANDSCAPE SITE: Bainebridge Community Development District 15855 Twin Creek Drive, Jacksonville, FL 32218
CLIENT BILLING ADDRESS: 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 ATTN: BEN PFUHL PHONE: 904-436-6270 CONTACT EMAIL: BPfuhl@rizzetta.com
BRIGHTVIEW CONTACT: Rodney Hicks, Branch Manager (904) 759-7753

The Term shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall **(select one)**

☒ renew automatically for successive one-year periods, (each, a "Renewal Term"), unless either party gives written notice to the other party of its intent not to renew at least 60 days prior to the start of the next Renewal Term.

☐ terminate on the Contract End Date.

BrightView shall email all invoices to the Billing Email above. Client is responsible to notify BrightView immediately regarding any change to the Billing Email. Client shall pay all invoices within fifteen (15) days of invoice date.

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

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

BRIGHTVIEW (as defined in the preamble)

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Description of Services (attach diagrams if necessary):

Description of Services (attach diagrams if necessary):

Base Maintenance: \$22,212.00

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

Agronomics: \$2,220.00

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

Irrigation: \$1,872.00

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

Annuals: \$2,880.00

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

Palms: \$1,692.00

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

Mulch: \$6,996.00

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

Terms and Conditions

1. Services.

- (a) For purposes of this Agreement: (i) the “Services” consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the “Scope of Landscape Services” attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the “Landscape Site(s)” consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined on page 1), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.

2. Work Orders. If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a “Work Order”). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the “Work Order Charges”).

3. Insurance. During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers’ compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

4. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

5. Service Fee.

- (a) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys’ fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (b) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such change.
- (c) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client’s convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a “Shortfall”), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. If the result is a negative number (an “Overage”), the Overage shall become due and payable and BrightView shall promptly pay such Overage to Client. Neither a Shortfall nor an Overage are liquidated or other damages arising from a termination of this Agreement but represents the portion of the charges for Services, (i) performed prior to but unpaid by Client as of the Termination Date or (ii) not performed prior to but paid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall or an Overage exceed the total amount that would have been received by BrightView had the terminated Agreement continued uninterrupted until the end of its then current term.
- (d) Unless specified otherwise hereunder, BrightView reserves the right to increase the Service Fee every 12 months by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 5% or (ii) CPI. If applicable, CPI is defined as the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. “Consumer Price Index” and “CPI” means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.
- (e) In the event that, during the performance of Services, the cost of materials or fuel (collectively, “Variable Costs”) required by BrightView to perform the Services increases by more than twenty percent (20%) over the Variable Costs on the Contract Start Date, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs.
- (f) Client must provide at least 10 days’ prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

Terms and Conditions

6. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon **30** day's prior written notice to the other party. Upon termination, Client will, within fifteen (15) days of the Termination Date, pay BrightView all amounts owed to date for Services performed.
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 60 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility.
- (b) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

7. General Provisions.

- (a) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000.00 for each such employee.
- (b) This Agreement shall be governed by the law of the State of Florida will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.
- (b) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (c) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (d) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (e) BrightView's total liability for any losses, damages, and expenses of any type whatsoever, including indemnification obligations, if applicable, incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of

the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. Further, In no event will either party be liable for special, indirect, incidental, or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen.

- (f) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView.
- (g) Unless otherwise expressly provided in a provision that cross-references this Section 7(g), in the event of any conflict or inconsistency between this Agreement, any Statement of Work ("SOW") and/or any exhibit to this Agreement or any SOW, the order of precedence will be: this Agreement, an exhibit to this Agreement, an SOW and an exhibit to that SOW.
- (h) **Notices.** Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: _____
Address: _____

With a copy to:

Office of the General Counsel
980 Jolly Rd., Suite 300
Blue Bell, PA 19422

If to Client:

Attn: _____
Address: _____

With a copy to:

Attn: _____
Address: _____

- (i) Client agrees that BrightView may use images, videos, and stories of the work BrightView performs on Client's Property, for various marketing purposes, including corporate brochures, digital media campaigns, trade show booths, advertising, web, public relations, news stories, and award submissions.
- (j) BrightView is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at: https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf, keeps us true to our values. If you become aware of a violation of the BrightView Code, we encourage you to report it by: (I) Filing a report at www.brightviewconcerns.com; or (II) Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330. Thank you for your confidence in partnering with BrightView.

Tab 7



CPC 1460149

2771-29 MONUMENT ROAD SUITE 328
JACKSONVILLE, FL 32225
(904) 642-2583

Commercial Weekly Maintenance Agreement

Name: Bainbridge CDD Start Date: _____
Address: 15855 Twin Creek Drive Email: Tony@firstcoastcms.com
Phone: (904) 506-8410 Monthly Rate: \$1,560

Terms: ☒ Three times a week

SERVICE INCLUDES:

- Pool Cleaning
- Skimming
- Vacuuming
- Brushing
- Cleaning Tile
- Emptying Pump Basket
- Emptying Skimmer Basket
- Backwash Filter
- Maintain FDOH Log
- Email Service Report

We will advise Business Owner/and or Management on any other issues that are noticeable to the technician at the time of service. This agreement is not a guarantee or warranty that equipment will not fail in the future. We will do our best to give proper advice in accordance with current industry standards.

SAFETY BARRIERS: Business Owner hereby specifically acknowledges that Frank's Pool Services, Inc. has no responsibility under the scope of this project to provide a swimming pool safety barrier and is not responsible for Business Owner's failure to provide such barrier. In the event Frank's Pool Services, Inc. incurs any fees or expenses relating to a claim due to Business Owner's failure to install a swimming pool safety barrier, Business Owner agrees to fully defend and indemnify Frank's Pool Service from all such actions.

CHEMICALS: Bid includes all standard pool chemicals. Except the following: Phosphate treatments, black algae treatments, stain treatments and metal sequestrants. On days we are not there, the chemicals must be checked and logged in on the DH921 3/98 Swimming Pool Report at least once every 24 hours per the local county health department.

ACT OF GOD CLAUSE: Such as a hurricane, heavy rain, flooding, lighting etc. that would prevent Frank's Pools Service Inc. to go to the property, the services will be completed once the weather has improved. It is possible a week could be skipped in this event, or we could do a chemical check only during these conditions. However, monthly charges will not be modified.

By signing below, you give consent that this agreement is for a term of one (1) year. Notice of cancellation is required at a minimum one month notice before renewal date by email. Renewal date is one year from the date last renewal or original contract signing.

Signature

Date



CPC 1460149



PROPOSAL: BAINBRIDGE #1803

**FRANK'S POOL SERVICES INC.
2771-29 MONUMENT ROAD SUITE 328
JACKSONVILLE, FL 32225
(904) 642-2583**

Customer: Bainbridge CDD
Address: 15855 Twin Creek Drive
Jacksonville, FL 32218
Contact: (904) 506-8410

Date: 09/12/2025

This proposal is for installing an impeller, motor, and 2 soft starts:

- Installing an EQ Series Impeller Assembly 5HP.
- Installing a 5HP Motor.
- Installing two Soft Starts.
- Please note: the parts will need at least a month to come in.

Total Amount Including Labor: \$9,258.71

****NOTICE: Due to the manufacturer's not being able to provide us with an ETA on when parts will be in stock, there may be a delay in getting parts. This has been an ongoing issue that the pool industry has been dealing with lately****

- * We Require 50% down to order and 50% upon day of completion
- * This proposal is only valid for 30 days!
- * Please sign and date the bottom of this contract and return to us the original copy.
- * This bid is based on no hidden conditions.

SIGNATURE _____ DATE _____



CPC 1460149



PROPOSAL: BAINBRIDGE #1804

FRANK'S POOL SERVICES INC.
2771-29 MONUMENT ROAD SUITE 328
JACKSONVILLE, FL 32225
(904) 642-2583

Customer: Bainbridge CDD
Address: 15855 Twin Creek Drive
Jacksonville, FL 32218
Contact: (904) 506-8410

Date:09/12/2025

This proposal is for performing a cleanup on the pool:

- Conducting a pool start-up to restore water from green to clear blue.
 - This service includes multiple visits to apply and monitor start-up treatments until the pool reaches optimal clarity.

Total Amount Including Labor: \$2,200.00

****NOTICE: Due to the manufacturer's not being able to provide us with an ETA on when parts will be in stock, there may be a delay in getting parts. This has been an ongoing issue that the pool industry has been dealing with lately****

- * We Require 50% down to order and 50% upon day of completion
- * This proposal is only valid for 30 days!
- * Please sign and date the bottom of this contract and return to us the original copy.
- * This bid is based on no hidden conditions.

SIGNATURE _____ **DATE** _____

Tab 8

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN BEACH COMMUNITY
DEVELOPMENT DISTRICT AND _____ REGARDING
VENDING MACHINE SERVICES**

THIS LICENSE AGREEMENT (“**License Agreement**”) is made and entered into _____, 2025, by and between:

Bainebridge Community Development District, a local unit of special- purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Duval County, Florida, and having a mailing address of 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “**District**”), and

_____, a Florida limited liability company, with a mailing address of _____ (the “**Licensee**”).

RECITALS

WHEREAS, the District owns, operates, and/or maintains various recreation facilities, including, but not limited to an Amenity Center, within the boundaries of the District (“**Recreation Facility**”); and

WHEREAS, the Licensee owns and operates a business involved in the sale of snacks and beverages through vending machines (“**Business**”) and desires to operate the Business at the Recreation Facility; and

WHEREAS, the District desires to provide an opportunity for its residents to have access to vending machine services and is willing to allow the Licensee to operate the Business at the Recreation Facility; and

WHEREAS, the District and the Licensee warrant and agree that they have all right, power, and authority to enter into and be bound by this License Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Licensee agree as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this License Agreement.

2. GRANT OF LICENSE. The District hereby grants to the Licensee a non-exclusive license to place one (1) vending machine at the Recreation Facility (“**License**”) for the sole purpose of selling snacks and beverages in full compliance with this Agreement, and other laws, regulations, and codes.

3. CONDITIONS ON THE LICENSE. The License granted in Section 2, above, is subject to the following terms and conditions:

A. The vending machines shall be installed at the Recreation Facility at a location that is designated by the District Manager and his/her on-site management designee (collectively, “**District Representative**”).

B. Licensee’s access to the Recreation Facility for use of the License is limited to reasonable ingress and egress to the vending machine located therein.

C. Beverages sold in the vending machine shall not include glass bottles or any alcoholic beverages.

D. Licensee shall provide regular maintenance checks during the term of the License to ensure that the vending machine is clean, in good working order, the inventory does not include expired goods, and that proper inventory levels are maintained. All installation, maintenance, and repair activities shall be at the sole expense of the Licensee. Notwithstanding the prior sentence, any electrical work required pursuant to this License, shall be completed by a vendor selected or approved by the District Representative, in the District Representative’s sole discretion.

4. **EFFECTIVE DATE; TERM.** This License Agreement shall become effective on the date first written above and shall continue in full force and effect unless revoked or terminated earlier in accordance with Section 6 below.

5. **REVOCATION, SUSPENSION AND TERMINATION.** The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which shall be effective immediately upon receipt by Licensee of the notice. Licensee shall remove the vending machine, at its sole cost, within ten (10) days of its receipt of a notice of termination; provided however, if the District suspends, revokes, and/or terminates the License within ninety (90) days of the Effective Date of the Agreement, the District shall pay Licensee relocation fee of five hundred dollars (\$500). Licensee may terminate this License Agreement upon written notice to the District. Licensee shall not be entitled to any compensation, off sets, incidental costs or any other payment under this Agreement. The provisions of Sections 8 and 9, below, shall survive any revocation, suspension or termination of this License Agreement.

6. **COMPLIANCE WITH LAWS, RULES AND POLICIES.** Licensee represents that it is qualified to provide the services permitted pursuant to the License. Licensee shall maintain all required licenses in effect and shall at all times exercise sound professional judgment in provision of the services permitted pursuant to the License. Licensee shall comply at all times with relevant statutes and regulations governing the operation of the Business and License and shall, upon request of the District, provide proof of such compliance. Licensee shall comply in all material respects with the District’s rules and policies.

7. CARE OF PROPERTY. Licensee agrees to use all due care to protect the property of the District, its Patrons (as that term is defined in the Policies Regarding District Amenity Facilities) and guests from damage. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of the Licensee's use of the Recreation Facility under this License Agreement, including any damage caused by either the installation or removal of the vending machine. Licensee assumes all risk of damage to the vending machine, including but not limited to damage caused by inclement weather, electricity surge, accident, vandalism or misuse of the vending machine. Licensee shall repair any damage resulting from its operations at the Recreation Facility within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing, by the District. The provisions of this Section 8 shall survive termination of this License Agreement.

8. INDEMNIFICATION.

A. Licensee agrees to indemnify, defend, and hold harmless the District and its respective officers, agents, employees and contractors from any and all liability, claims, actions, suits or demands by any person, corporation, governmental body or other entity for any claims, injuries, death, theft and real or personal property damage of any nature arising out of, or in connection with, Licensee's use of the Recreation Facility in connection with this License Agreement.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees, and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

9. INSURANCE. Licensee shall maintain, throughout the terms of this License Agreement, Commercial General Liability Insurance covering the Licensee's legal liability for bodily injuries with a limit of not less than One Million Dollars (\$1,000,000), property damage liability with a limit of not less than One Hundred Thousand Dollars (\$100,000) and commercial automobile coverage with coverages deemed acceptable to the District.

The District, its staff, consultants, officers and supervisors, shall be named as certificate holders and additional insured parties. Licensee shall furnish the District with the certificate of insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without at least ten (10) days written notice to the District. Insurance coverage shall be from an insurance carrier licensed to conduct business in the state of Florida.

10. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this License Agreement by court proceedings or otherwise, then if successful, the District shall be entitled to recover from the Licensee all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs.

11. DEFAULT. A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

12. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this License Agreement.

13. AMENDMENT. Amendments to and waivers of the provisions contained in this License Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

14. ASSIGNMENT. Neither the District nor the Licensee may assign their rights, duties or obligations under this License Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

15. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Licensee shall act as an independent contractor. Neither Licensee nor any individual employed by Licensee in connection with the use of the Recreation Facility are employees of the District under the meaning or application of any federal or state laws. Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees in the use of the Recreation Facility. Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the District and Licensee shall have no authority to represent the District as agent, employee or in any other capacity.

16. NOTICES. All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

A. If to the District:

Bainebridge Community
Development District
3434 Colwell Avenue, Suite 200,
Tampa, Florida 33614
Attn: District Manager

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Licensee:

Attn: _____

Except as otherwise provided in this License Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m.

(at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this License Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Licensee may deliver Notice on behalf of the District and the Licensee. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

17. INTERFERENCE BY THIRD PARTY. The District shall be solely responsible for enforcing its rights under this License Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this License Agreement.

18. COMPLIANCE WITH PUBLIC RECORDS LAWS. Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Licensee acknowledges that the designated public records custodian for the District is **Ben Pfuhl** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Licensee shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Licensee does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Licensee's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Licensee, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270, BPFUHL@RIZZETTA.COM, OR 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

19. CONTROLLING LAW AND VENUE. This License Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Duval County, Florida.

20. ARM'S LENGTH NEGOTIATION. This License Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this License Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this License Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

21. THIRD PARTY BENEFICIARIES. This License Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason of, to or for the benefit of any third party not a formal party to this License Agreement. Nothing in this Agreement expressed or implied is intended nor shall be construed to confer upon any person or legal entity other than the parties hereto any right, remedy or claim under or by reason of this License Agreement or any of the provisions or conditions of this License Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon the parties hereto and their respective representatives, successors and assigns.

22. AUTHORIZATION. The execution of this License Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this License Agreement.

23. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this License Agreement shall not affect the validity or enforceability of the remaining portions of this License Agreement, or any part of this License Agreement not held to be invalid or unenforceable.

24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this License Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this License Agreement.

25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

26. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Licensee agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

27. SCRUTINIZED COMPANIES STATEMENT. Licensee certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Licensee is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

IN WITNESS WHEREOF, the parties execute this License Agreement the day and year first written above.

Attest:

**BAINEBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

_____, a Florida limited
liability company

Licensee

Tab 9

RESOLUTION 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2025/2026, AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

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

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

1. The Fiscal Year 2025/2026 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with Section 189.015(1), Florida Statutes.
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 18th DAY OF SEPTEMBER 2025.

**BAINEBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASST. SECRETARY

EXHIBIT “A”

**BOARD OF SUPERVISORS MEETING DATES
BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025**

November 21, 2024

January 16, 2025

March 20, 2025

April 17, 2025

July 17, 2025

September 18, 2025

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.