



Rizzetta & Company

Baymeadows Community Improvement District

Board of Supervisors' Meeting September 10, 2025

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

BAYMEADOWS COMMUNITY IMPROVEMENT DISTRICT

Southeast Public Library, 10599 Deerwood Park Blvd Jacksonville, FL 32226

www.BCIDJax.Org

Board of Supervisors	Patrick Hale Carol Eichling Susan Bailey Linsey Cuffy Walter DeReu John Joyce Mike Miller	Chairman Vice Chairperson Board Supervisor Board Supervisor Board Supervisor Board Supervisor Board Supervisor
District Manager	Lesley Gallagher	Rizzetta & Company, Inc.
District Counsel	Emily Pierce	Rogers Towers PA
District Engineer	Joey Duncan	Dewberry

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

The Audience Comments portion, will be held at the beginning of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CID) 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.

BAYMEADOWS COMMUNITY IMPROVEMENT DISTRICT

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

Board of Supervisors
Baymeadows Community
Improvement District

September 3, 2025

FINAL AGENDA

Dear Board Members:

The meeting of the Baymeadows Community Improvement District will be held on **September 10, 2025, at 6:00 p.m.** at the Southeast Public Library, located at 10599 Deerwood Park Blvd., Jacksonville, Florida 32256.

1. **CALL TO ORDER/ROLL CALL and QUORUM**
2. **PUBLIC COMMENTS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Meeting Held on July 9, 2025.....Tab 1
 - B. Ratification of Operations & Maintenance Expenditures for June & July 2025.....Tab 2
4. **CHAIRMAN'S REPORT**
5. **SUBCOMMITTEE UPDATES**
 - A. Roads
 - 1.) Discussion Regarding Road Repairs
 - B. Stormwater
 - C. Common Properties
 - D. Special Projects
 - 1.) Update on Sidewalk Installation
6. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - 1.) Update on Stormwater Cleaning & CCTV Inspection Schedule and Completion
 - C. District Manager.....Tab 3
 - 1.) Update on Pine Tree Removal
 - D. Landscape – *(Under Separate Cover)*
 - E. Pond Maintenance.....Tab 4
7. **BUSINESS ITEMS**
 - A. Consideration of Proposed Agreement for Maintenance of Stormwater Ponds with HOAs.....Tab 5
 - B. Consideration of Resolution 2025-02, Recurring & Non-Recurring Expenses.....Tab 6
 - C. Consideration of District's Insurance Renewal Proposal.....Tab 7
 - D. Consideration of Pothole Repair Proposal – *(Under Separate Cover)*
8. **SUPERVISOR REQUESTS**
9. **ADJOURNMENT**

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

Very truly yours,

Lesley Gallagher

District Manager

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**BAYMEADOWS
COMMUNITY IMPROVEMENT DISTRICT**

The meeting of the Board of Supervisors of Baymeadows Community Improvement District was held on **July 9, 2025, at 6:00 p.m.** at the Southeast Regional Public Library, located at 10599 Deerwood Park Blvd Jacksonville, Florida 32256.

Present and constituting a quorum:

Patrick Hale	Chairperson
Carol Eichling	Vice Chairperson
Walter DeReu	Board Supervisor
John Joyce	Board Supervisor
Linsey Cuffy	Board Supervisor
Susan Bailey	Board Supervisor
Mike Miller	Board Supervisor

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Emily Pierce	District Counsel, Roger Towers
Mark Scruby	District Counsel, Roger Towers (via phone)
Joey Duncan	District Engineer, Dewberry

Audience members present.

FIRST ORDER OF BUSINESS**CALL TO ORDER/ROLL CALL &
QUORUM**

Mr. Hale called the meeting to order at 6:00 p.m. and went through roll call.

SECOND ORDER OF BUSINESS**PUBLIC COMMENTS**

Public comments were heard on the proposed 3% increase to assessments, the ordinance for BCID, the website, and the assessment amounts.

THIRD ORDER OF BUSINESS**CONSIDERATION OF THE MINUTES
MEETING HELD ON June 11, 2025****FOURTH ORDER OF BUSINESS****RATIFICATION OF OPERATIONS &
MAINTENANCE EXPENDITURES FOR
May 2025**

On a motion by Ms. Eichling seconded by Mr. Joyce, with all in favor, the Board approved the minutes from the June 11, 2025 meeting, and ratified the May 2025 operation and maintenance expenditures in the amount of \$44,021.00, for Baymeadows Community Improvement District.

FIFTH ORDER OF BUSINESS**CHAIRMAN'S REPORT**

The Chairman did not have a report.

SIXTH ORDER OF BUSINESS**SUBCOMMITTEE UPDATES**

There were no subcommittee reports.

SEVENTH ORDER OF BUSINESS**STAFF REPORTS****A. District Counsel**

Ms. Pierce updated the Board that her firm is working on the agreements for pond maintenance and that the investigation into which entity is responsible for the pond fountains but at this time they appear to be decorative and not a necessity.

She then updated the Board that the code enforcement lien had been waived and thanked the Councilman and Mr. Herzberg for their efforts making this happen.

B. District Engineer

Mr. Duncan shared that the storm pipe inspection and CCTV cleaning was approximately 40% complete. Following completion of the full inspection, the recommended repairs would be reviewed starting with the most critical first.

C. District Manager**1.) Future Horizon Pond Maintenance Reports**

Ms. Gallagher reviewed an update received from Future Horizons. She also updated the Board that no responses had been received to the sidewalk invitation to bid.

On a motion by Mr. Joyce seconded by Ms. Cuffy, with all in favor, the Board approved readvertising for the sidewalk invitation to bid and authorized the Chairman to review responses and move forward with the lowest bidder, for Baymeadows Community Improvement District.

The Board approved cancelling the August 13th, 2025 meeting and holding a special meeting on August 6th, 2025 at 6pm in its place. It was also noted that if there was no business to come before the board and upon review with the Chairman, District Counsel and the District Engineer the meeting may be cancelled.

EIGHTH ORDER OF BUSINESS**PUBLIC HEARING ON FISCAL YEAR
2025-2026 ASSESSMENTS**

On a motion by Mr. Joyce, seconded by Mr. Miller, with all in favor, the Board approved opening Public Hearing on Fiscal Year 2025-2026 Assessments, for Baymeadows Community Improvement District.

Public comments were heard on the following: Baymeadows Circle East and debris, vegetation in the ponds, pine tree, landscaping, stormwater system. It was also noted that the board had been provided with a copy of written comments received from Camille Winn (Exhibit A).

On a motion by Mr. Joyce, seconded by Ms. Eichling, with all in favor, the Board authorized the Chairman to approve removal of the pine tree noted under public comments should it be determined to be on BCID property at a not to exceed amount of \$5,000, for Baymeadows Community Improvement District.

On a motion by Mr. Joyce, seconded by Ms. Bailey, with all in favor, the Board approved closing Public Hearing on Fiscal Year 2025-2026 Assessments, for Baymeadows Community Improvement District.

**1.) Consideration of Resolution 2025-01, Approving Assessment Roll,
Providing for the Imposition and Collection of Assessments**

Mr. Scruby reviewed Resolution 2025-01, which would approve the assessment roll and provide for the imposition and collection of assessments.

On a motion by Ms. Eichling seconded by Mr. DeRue, with all in favor, the Board adopted Resolution 2025-01, as presented approving assessment roll and providing for the imposition and collection of assessments, for Baymeadows Community Improvement District.

NINTH ORDER OF BUSINESS

SUPERVISOR REQUESTS

Comments were received on sunshine law and email responses.

TENTH ORDER OF BUSINESS

ADJOURNMENT

On a motion by Mr. Joyce, seconded by Mr. Miller, with all in favor, the Board adjourned the meeting at 6:59 p.m., for Baymeadows Community Improvement District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT, Not Yet Approved by the Board and Subject to Change

Exhibit A

RECEIVED
JUN 30 2025

BY:

Camille Winn
9223 Augusta Court
Jacksonville, FL 32256

June 24, 2025

Board of Supervisors
BCID
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Re: Tax Parcel #R-155489-1146

Dear BoS:

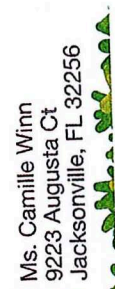
I am in receipt of your notice dated June 17, 2025, regarding the assessment increase to which I strongly **OBJECT**. What have you done in the past year that you need an increase of \$15 per owner? And to add further economic injury, you state that the assessment will continue to increased *up to* 3% annually. So, in five years, after increasing this assessment at the maximum rate of 3% per year (just because you can), I will be paying \$597 per year, or about \$50 per month. I will be retired by then and, along with inflation, \$50 per month will be somewhat significant. The apartment and business owners will pass the increase onto the renters making renting more expensive in this area. This is an older, settled community. You are not going to make it more desirable to live here by increasing the cost of living – you will only make it unaffordable.

I am sure you theorize that you will need less money as time goes on because of all the “services” that have been allegedly provided. I have never known a fee to decrease once it has been established. You can thank yourselves for the future Baymeadows Blight when there is no one left to pay your assessment because they left for more affordable housing and the business owners can’t find anyone to rent their office space or apartments.

Sincerely,



Camille Winn

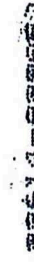
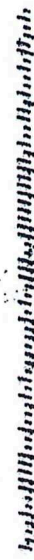


JACKSONVILLE RPDC 320
25 JUN 2025 PM 4 L



Bd of Supervisors
BCID
3434 Colwell Ave. #200
Tampa, Fl 33614

JUN 30 2025



Tab 2

**BAYMEADOWS
COMMUNITY IMPROVEMENT DISTRICT**

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084
MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

**Operation and Maintenance Expenditures
July 2025
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2025 through July 31, 2025. This does not include expenditures perviously approved by the Board.

The total items being presented: **\$147,338.19**

Approval of Expenditures:

Chairperson

Vice Chairperson

Assistant Secretary

Baymeadows Community Improvement District

Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Dewberry Engineers, Inc.	300037	22451401	Engineering Services 05/25	\$ 1,885.00
Dewberry Engineers, Inc.	300044	22456192	Stormwater Inspection 07/25	\$ 3,400.00
Dewberry Engineers, Inc.	300044	22456215	General Engineering Services 07/25	\$ 670.04
Future Horizons, Inc.	300038	64401	Pond 4 Services 06/25	\$ 13,800.00
Future Horizons, Inc.	300038	90139	Aquatic Weed Control Services 06/25	\$ 2,857.65
Hydro-Klean, LLC	300035	094542	Storm Water Project 05/25	\$ 41,362.50
Hydro-Klean, LLC	300039	094834	Storm Water Project 06/25	\$ 66,180.00
Jacksonville Daily Record	300043	25-03962D	Legal Ads 07/25	\$ 138.50
Jacksonville Daily Record	300043	25-03966D	Legal Ads 07/25	\$ 100.00
Rizzetta & Company, Inc.	300036	INV0000100516	District Management Fees 07/25	\$ 3,775.00
Rogers Towers, P.A.	300040	738349	Legal Services 05/25	\$ 4,544.50
Rogers Towers, P.A.	300045	739258	Legal Services 06/25	\$ 3,625.00

Baymeadows Community Improvement District

Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Yellowstone Landscape	073125-01	956639	Monthly Landscape Maintenance 07/25	<u>\$ 5,000.00</u>
Report Total				<u>\$ 147,338.19</u>

Tab 3

1 dead Pine and 1 dead oak. Trees are located across street from intersection of Baymeadows Circle East and Las Palmas Way.





1 dead Pine. Tree is located near intersection of Baymeadows Circle East and Las Palmas Way.







Tab 4

Baymeadows CDD

Date Treated: 8-11-25

Water Temperature: 88-92

Weather: Clear

Winds: 5-18 MPH

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1:	Algae, Chara	Yes	Copper Sulfate, Diquat
2:	None	Yes	None
3:	Filled In	No	None
4:	Algae, Niad, Plankton, Water Hyacinth	Yes	Copper Sulfate, Diquat
5:	Algae	Yes	Copper Sulfate
6:	Algae, Niad, Chara	Yes	Copper Sulfate, Diquat
7:	Algae, Bladderwort, Shoreline	Yes	Copper Sulfate, Diquat, Hyd 191, Aquaneat, Schooner
8:	Shoreline	Yes	Aquaneat, Schooner
9:	None (Bad Access, Needs Attention)	No	None
10:	None	Yes	None
11:	None	Yes	None
12:	Algae, Plankton	Yes	FL 909
13:	Algae, Plankton	Yes	FL 909
14:	Algae, Plankton	Yes	FL 909
15:	Shoreline	Yes	Aquaneat, Schooner
16:	Shoreline, Plankton	Yes	Aquaneat, Schooner, FL 909
17:	None	Yes	None
18:	None	Yes	None
19:	None	Yes	None
20:	None	Yes	None
21:	Algae	Yes	FL 909
22:	None	Yes	None
23:	None	Yes	None
24:	None	Yes	None
25:	Shoreline	Yes	Aquaneat, Schooner
26:	Shoreline	Yes	Aquaneat, Schooner
27:	None	Yes	None
28:	None	Yes	None

29:	None	Yes	None
30:	None	Yes	None
31:	None	No	None
32:	Shoreline	Yes	Aquaneat, Schooner
33:	Shoreline, Bladderwort, Algae	Yes	Aquaneat, Schooner, Copper Sulfate, Diquat
34:	Shoreline	Yes	Aquaneat, Schooner
35:	Shoreline	Yes	Aquaneat, Schooner
36 Ditch	Shoreline	Yes	Aquaneat, Schooner
37:	Shoreline	Yes	Aquaneat, Schooner

Comments: None

Tab 5

STORMWATER POND MAINTENANCE AGREEMENT

This Stormwater Pond Maintenance Agreement (this “Agreement”) is dated as of _____, 2025 (the “Effective Date”) by and between: (i) Baymeadows Community Improvement District, a dependent special district (the “District”), and (ii) [Full Legal Name of HOA], a Florida not-for-profit homeowners’ association (the “HOA”). The District and the HOA are sometimes referred to in this Agreement each individually as a “Party,” and together as the “Parties.”

RECITALS

WHEREAS, the District was established pursuant to Ordinance 2021-838-E, as amended by Ordinance 2024-69-E, of the City of Jacksonville, Duval County, Florida (collectively, the “Ordinance”);

WHEREAS, under the terms of the Ordinance, the District has the responsibility of maintaining the publicly used infrastructure within its boundaries, including the stormwater system shown on the map attached hereto as **Exhibit A** (the “Pond Map”);

WHEREAS, the HOA, along with individual lot owners, owns the HOA Ponds (as defined below);

WHEREAS, the HOA Ponds are an integral component of the overall stormwater system serving the District; and

WHEREAS, the Parties desire to enter into this Agreement regarding the maintenance of the HOA Ponds on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals set forth in this Agreement are true and correct and are hereby made a part of this Agreement.

2. Ownership. The Parties acknowledge and agree that the District does not have any ownership interest in the HOA Ponds. The term “HOA Ponds” means the ponds identified as [Specific Pond Nos.] on the Pond Map. At all times during the Term (as defined below), (a) the HOA shall own, operate, and maintain those improvements located in and around the HOA Ponds which are not publicly used or which do not serve an essential purpose related to the function of the District’s stormwater system, including, but not limited to, decorative fountains, bulkheads on private property, and similar improvements, in accordance with all applicable Legal Requirements, and (b) the HOA and/or the individual lot owners shall be solely responsible for paying all state, federal, regional, local, and municipal government assessments, taxes, and fees related in any way to the HOA Ponds. The term “Legal Requirement” means any state, federal, regional, local, or municipal constitution, law, ordinance, principle of common law, code, regulation, statute, or treaty.

3. Maintenance.

(a) The Parties acknowledge and agree that (i) pursuant to the Ordinance, the District is responsible for maintaining the stormwater system located within the boundaries of the District which system includes the HOA Ponds, (ii) subject to the limitations set forth in Section 2 above, the District shall be solely responsible for the maintenance, repair, and/or improvement of the HOA Ponds (such maintenance, repairs, and improvements of and to the HOA Ponds, the “Maintenance Activities”), and the HOA shall not engage in any such Maintenance Activities without the prior written consent of the District, and (iii) except as provided in Section 5, the District shall be responsible for the costs associated with the Maintenance Activities. The District shall comply with applicable Legal Requirements with regard to the Maintenance Activities, and the District shall be solely responsible for the means, manner, and method by which it performs the Maintenance Activities. All decisions regarding the maintenance, repair, and improvement of the HOA Ponds shall be made by the District, including decisions regarding which Maintenance Activities to perform and the timing of the performance of such Maintenance Activities. The District may, from time to time and at any time, perform any Maintenance Activity that it deems necessary, appropriate, or convenient in its sole and absolute discretion. The District may enter into one (1) or more contracts with third parties to carry out the District’s Maintenance Activities contemplated by this Section 3(a) with regards to the HOA Ponds (such third parties referred to herein as the “Contractors”).

(b) At all times during the Term, the District and the Contractors, including each of their respective agents and representatives, shall have the right to access the HOA Ponds to perform the Maintenance Activities contemplated by Section 3(a). The HOA agrees that it shall not, and shall cause its directors, officers, shareholders, members, agents, and representatives not to, interfere with or impede the District’s and/or the Contractors’ Maintenance Activities.

(c) The District shall have the perpetual right to drain, accept, detain, and retain stormwater in the HOA Ponds.

4. Term. The Parties acknowledge and agree that the District is required to maintain the HOA Ponds pursuant to the Ordinance. Accordingly, the term of this Agreement (the “Term”) shall commence on the Effective Date and shall continue for so long as the District is required under the Ordinance to maintain the HOA Ponds.

5. Indemnification. Obligations under this Section 5 shall include the payment of all losses, liabilities, claims, fines, interest, costs, expenses, penalties, suits, settlements, judgments, damages, liquidated damages, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation and appellate expenses, and attorneys’ fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) (collectively, “Losses”). The HOA agrees to defend, indemnify, and hold harmless the District and its officers, managers, agents, employees, representatives, affiliates, successors, and assigns from and against any and all Losses of any nature, arising at any time from and after the Effective Date, in connection with: (a) a breach of this Agreement by the HOA; and/or (b) any act or omission on the part of the HOA or the HOA’s directors, officers, shareholders, members, agents, and representatives with regards to the HOA Ponds. The HOA further agrees that nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in Section 768.28, Florida Statutes, or other applicable Legal Requirements.

6. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes, or other applicable Legal Requirements, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

7. Authorizations. Each Party hereby represents and warrants to the other Party as follows: (a) such Party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and, assuming due and valid execution by the other Party, this Agreement shall constitute the valid and legally binding obligation of such Party, enforceable against such Party in accordance with its terms and conditions; and (b) the execution and performance of this Agreement will not cause such Party to violate any Legal Requirements.

8. Notices. Any notice or other communication required, permitted, or contemplated by this Agreement ("Notice") must be in writing, and delivered to the other Party hereto (a) in person; (b) by overnight delivery service; (c) by email, the receipt of which is acknowledged by the recipient; or (d) by certified mail, return receipt requested. If such Notice is given in person or by email, such Notice shall be deemed to have been given when received. If such Notice is given by overnight delivery service, such Notice is deemed received on the business day following delivery of such notice to the delivery service. If such Notice is given by certified mail, such Notice shall be deemed received three (3) business days after a certified letter containing such Notice, properly addressed with postage prepaid, is deposited in the United States mail. Notice shall go to the Parties at the addresses set forth below:

To the District:

Baymeadows Community Improvement District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: Rizzetta & Company, Inc. c/o Lesley Gallagher
Phone: (904) 436-6270
Email: lgallagher@rizzetta.com

with a copy (which will not constitute valid delivery to the District) to:

Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, Florida 32207
Attn: Emily Pierce, District Counsel
Phone: (904) 346-5787
Email: epierce@rtlaw.com

To the HOA:

[Name of HOA]

Email: [REDACTED]

with a copy (which will not constitute valid delivery to the HOA) to:

[REDACTED]
[REDACTED]
[REDACTED]

Attn: [REDACTED]

Email: [REDACTED]

9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Any dispute arising out of or under this Agreement shall be resolved in the state and federal courts having jurisdiction over Duval County, Florida, and each Party hereto agrees that it will not object to venue in any such court.

10. No Waiver of Compliance. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

11. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

12. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party. No assignment shall relieve the assigning party of any of its obligations hereunder.

13. Third Party Beneficiaries. Except as provided in Section 5, this Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or to the benefit of any third party not a formal party to this Agreement. Except as provided in Section 5, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement, and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

14. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner.

15. Headings. The headings of the sections of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

16. Entire Agreement. This Agreement and the exhibits attached hereto constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in .PDF format shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by electronic mail in .PDF format shall be deemed to be their original signatures for all purposes.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have signed this Agreement on the day and year first written above.

BAYMEADOWS COMMUNITY IMPROVEMENT DISTRICT

Secretary

Chairperson, Board of Supervisors

[NAME OF HOA]

Signature of Witness

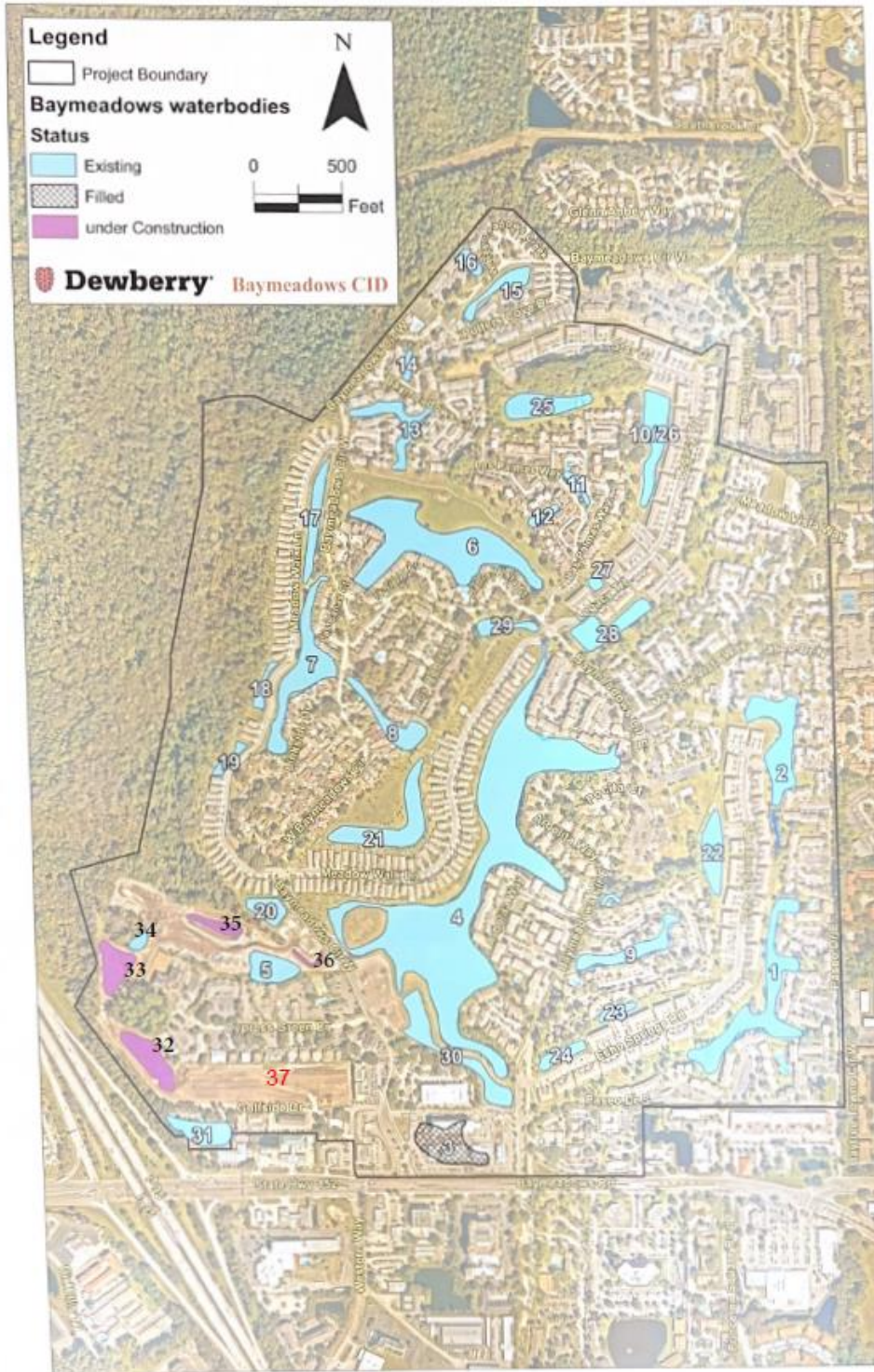
By: _____
Its: _____

EXHIBIT A: *Pond Map*

[Signature Page to Stormwater Pond Maintenance Agreement – [Name of HOA]]

EXHIBIT A

Pond Map



Tab 6

RESOLUTION 2025-02

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAYMEADOWS COMMUNITY IMPROVEMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN RECURRING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-RECURRING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Baymeadows Community Improvement District (the “**District**”), a dependent special district, was established by the City Council of the City of Jacksonville pursuant to Ordinance 2021-838-E, as amended by Ordinance 2024-69-E, in accordance with the provisions of Chapter 189, Florida Statutes (the “**Ordinance**”); and

WHEREAS, Section 2 of the Ordinance authorizes the District to enter into contracts, and to employ engineers, attorneys, accountants, financial or other consultants, and such other agents and employees as the Board of Supervisors (the “**Board**”) may require or deem necessary to accomplish the purpose of the District’s Charter, or to contract for any such services; and

WHEREAS, the Board meets as necessary to conduct the business of the District, including authorizing payment of District operating and maintenance expenses; and

WHEREAS, the Board has established monthly meeting dates which may be rescheduled or cancelled from time to time; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring, and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board determines that this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets and facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BAYMEADOWS COMMUNITY IMPROVEMENT DISTRICT:

SECTION 1. RECURRING EXPENSES. The Board hereby authorizes the payment of invoices of recurring expenses, which meet the following requirements:

- a) The invoices must be due on or before the next scheduled meeting of the Board.
- b) The invoice must be pursuant to a contract or agreement authorized by the Board.
- c) The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.
- d) The invoice amount will not cause payments to exceed the adopted budget of the District.

SECTION 2. NON-RECURRING EXPENSES. The Board hereby authorizes the disbursement of funds for payment of invoices of non-recurring expenses which are (i) required to provide for the health, safety, and welfare of the residents within the District; or (ii) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, or (iii) are necessary to avoid an unnecessary expense that may be imposed on the District in connection with a District project; or (iv) are for routine services performed on an annual basis and the amount of such services is reflected in the District's annual budget, or (v) are otherwise for an emergency circumstance, pursuant to the following schedule:

- a) Non-Recurring Expenses Not Exceeding \$_____ - with approval of the District Manager; and
- b) Non-Recurring Expenses Over \$_____ but Not Exceeding \$_____ - with approval of the District Manager and Chairperson of the Board (or Vice Chairperson in the Chairperson's absence).

SECTION 2. BOARD RATIFICATION. Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

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

PASSED AND ADOPTED this 10th day of September, 2025.

ATTEST:

**BAYMEADOWS COMMUNITY
IMPROVEMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Tab 7



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Baymeadows Community Improvement District

Please review the proposed insurance coverage terms and conditions carefully.

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

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

About FIA

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

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

Competitive Advantage

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

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

How are FIA Members Protected?

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

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

What Are Members Responsible For?

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

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

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

Term: October 1, 2025 to October 1, 2026

Quote Number: 100125949

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	Not Included
Loss of Business Income	Not Included
Additional Expense	Not Included
Inland Marine	
Scheduled Inland Marine	Not Included

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

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

DEDUCTIBLES:	Not Applicable	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	Not Applicable	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of Not Applicable per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>
Earth Movement	Not Applicable	Not Included
Flood	Not Applicable	Not Included
Boiler & Machinery	Not Applicable	Not Included
TRIA		Not Included

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

TOTAL PROPERTY PREMIUM

Not Included

Extensions of Coverage

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

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

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

CRIME COVERAGE

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

AUTOMOBILE COVERAGE

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

GENERAL LIABILITY COVERAGE (Occurrence Basis)

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

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

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

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

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate
Fraudulent Instruction: \$25,000



PREMIUM SUMMARY

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

Term: October 1, 2025 to October 1, 2026

Quote Number: 100125949

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	Not Included
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,709
Public Officials and Employment Practices Liability	\$3,067
Deadly Weapon Protection Coverage	Not Included
TOTAL PREMIUM DUE	\$6,776

IMPORTANT NOTE

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

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

Additional Notes:

Optional Additional Coverage: \$100,000 in Crime Coverage would result in an additional premium of \$500.



PARTICIPATION AGREEMENT

Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2025, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

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

Baymeadows Community Improvement District

(Name of Local Governmental Entity)

By: _____
Signature

Print Name

Witness By: _____
Signature

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2025

By: _____
Administrator