

BARTRAM PARK
Community Development District

October 25, 2017

Bartram Park

Community Development District

475 West Town Place, Suite 114, St. Augustine, FL 32092

Phone: 904-940-5850 - Fax: 904-940-5899

October 18, 2017

Board of Supervisors
Bartram Park Community
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Bartram Park Community Development District will be held Wednesday, October 25, 2017 at 11:00 a.m. at the offices of England-Thims and Miller, Inc., 14775 Old St. Augustine Road, Jacksonville Florida. Following is the advance agenda for this meeting:

Audit Committee Meeting

- I. Roll Call
- II. Review & Ranking of FY17 Audit Proposals
- III. Other Business
- IV. Adjournment

Board of Supervisors Meeting

- I. Roll Call
- II. Public Comment
- III. Approval of the Minutes of the July 26, 2017 Meeting
- IV. Acceptance of Audit Committee Recommendations
- V. Consideration of Resolution 2018-01, Designating the Primary Administrative Office and Principal Headquarters of the District
- VI. Ratification of the Chairperson's Execution of Resolution 2014-03
- VII. Other Business
- VIII. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager
- IX. Audience Comments / Supervisor's Requests
- X. Financial Reports
 - A. Balance Sheet and Statement of Revenues & Expenditures for the Period Ending September 30, 2017
 - B. Assessment Receipt Schedules
 - C. Approval of Check Register

- XI. Next Scheduled Meeting – January 24, 2018 @ 11:00 a.m. at the Office of England, Thims & Miller located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258
- XII. Adjournment

Prior to the regular business meeting will be the audit committee meeting. At this time, the audit committee will review and rank the FY17 audit proposals.

The third order of business is the approval of July 26, 2017 meeting minutes. A copy of the minutes is enclosed for your review.

The fifth order of business is the consideration of resolution 2018-01, designating the primary administrative office and principal headquarters of the District. A copy of the resolution is enclosed for your review.

The sixth order of business is ratification of the Chairperson's execution of resolution 2014-03. A copy of the executed resolution is enclosed for your review.

Listed under financial reports are copies of the balance sheet and statement of revenue & expenditures, assessment receipt schedule, and check register.

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (904) 940-5850.

Sincerely,



James Oliver
Manager

Cc: Wes Haber
Jennifer Gillis
Gabriel McKee
Darrin Mossing

Matt Maggiore
Karen Jusevitch
Jennifer Kilinski
Jere Earlywine

AGENDA

***Bartram Park
Community Development District
Agenda***

Wednesday
October 25, 2017
11:00 a.m.

England Thims & Miller
14775 Old St. Augustine Road
Jacksonville, Florida 32258
bartramparkcdd.com

Call In # 1-800-264-8432 Code 768004

Audit Committee Meeting

- I. Roll Call
- II. Review & Ranking of FY17 Audit Proposals
- III. Other Business
- IV. Adjournment

Board of Supervisors Meeting

- I. Roll Call
- II. Public Comment
- III. Approval of the Minutes of the July 26, 2017 Meeting
- IV. Acceptance of Audit Committee Recommendations
- V. Consideration of Resolution 2018-01, Designating the Primary Administrative Office and Principal Headquarters of the District
- VI. Ratification of the Chairperson's Execution of Resolution 2014-03
- VII. Other Business
- VIII. Staff Reports
 - A. Attorney
 - B. Engineer

C. Manager

IX. Audience Comments / Supervisor's Requests

X. Financial Reports

A. Balance Sheet and Statement of Revenues & Expenditures for the Period
Ending September 30, 2017

B. Assessment Receipt Schedules

C. Approval of Check Register

XI. Next Scheduled Meeting – January 24, 2018 @ 11:00 a.m. at the Office
of England, Thims & Miller located at 14775 Old St. Augustine Road,
Jacksonville, Florida 32258

XII. Adjournment

MINUTES

MINUTES OF MEETING
BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bartram Park Community Development District was held on Wednesday, July 26, 2017 at 11:00 a.m. at the Offices of Offices of England-Thims & Miller, Inc. 14775 Old St. Augustine Road, Jacksonville, Florida 32258.

Present and constituting a quorum were:

Pat Evert	Chairman
Dennis Mathis	Vice Chairman
James Griffith	Supervisor
Joan Nero	Supervisor
Tim Brown	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber	District Counsel (by phone)

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 11:00 a.m.

SECOND ORDER OF BUSINESS

Public Comment

There were no audience comments.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Letter of Resignation from Fionnuala Geoghegan

Mr. Oliver stated included in your agenda package is a resignation letter from Ms. Geoghegan.

On MOTION by Mr. Griffith seconded by Ms. Evert with all in favor the Letter of Resignation from Fionnuala Geoghegan was accepted.

B. Consideration of Resumes to Fill Vacant Seats Nos. 3 & 5

Mr. Oliver stated both terms expire in November of 2020. We have two very qualified candidates that live in the District, who are Mr. Tim Brown and Ms. Joan Nero.

On MOTION by Ms. Evert seconded by Mr. Mathis with all in favor to Fill Seat 3 with Mr. Tim Brown and to Fill Seat 5 with Ms. Joan Nero was approved.

C. Oath of Office for Newly Appointed Supervisors

Mr. Oliver administered an oath of office to Mr. Brown and Ms. Nero.

D. General Information for New Supervisors

Mr. Oliver provided the new board members with information and documents to complete.

E. Consideration of Resolution 2017-08, Election of Officers

Mr. Oliver stated Mr. Dodson had been serving as the Chairman and Ms. Geoghegan had been serving as the Vice Chairperson.

On MOTION by Mr. Griffith seconded by Mr. Mathis with all in favor Resolution 2017-08 Election of Officers to Add Ms. Evert as Chairperson, Mr. Mathis as Vice Chairman & Mr. Brown and Ms. Nero to be Assistant Secretaries & the Remainder of Staff to Stay the Same was approved.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the April 26, 2017 Meeting

Mr. Oliver stated included in your agenda package is a copy of the minutes of the April 26, 2017 meeting. Are there any additions, corrections or deletions?

On MOTION by Ms. Evert seconded by Mr. Griffith with all in favor the Minutes of the April 26, 2017 Meeting were approved.

FIFTH ORDER OF BUSINESS

Acceptance of the Minutes of the April 26, 2017 Audit Committee Meeting

Mr. Oliver stated included in your agenda package is a copy of the minutes of the April 26, 2017 audit committee meeting. Are there any additions, corrections or deletions?

On MOTION by Ms. Evert seconded by Mr. Mathis with all in favor the Minutes of the April 26, 2017 Audit Committee Meeting were accepted.

SIXTH ORDER OF BUSINESS

**Public Hearing to Adopt the Budget for
Fiscal Year 2018**

**A. Consideration of Resolution 2017-09, Relating to Annual Appropriations and
Adopting the Budget for Fiscal Year 2018**

Mr. Oliver stated we are proposing a no increase budget for Fiscal Year 2018.

On MOTION by Mr. Griffith seconded by Ms. Evert with all in favor the Public Hearing to Adopt the Budget for Fiscal Year 2018 was opened.

There are no members of the public in attendance.

On MOTION by Mr. Mathis seconded by Ms. Evert with all in favor the Public Hearing to Adopt the Budget for Fiscal Year 2018 was closed.

Mr. Haber stated Resolution 2017-09 is the resolution that actually adopts the budget. The exhibit to that resolution is the budget itself. The board initially approved a resolution that approved a proposed budget. The District published adds in the newspaper noticing today's public hearing to adopt the budget. Today, you are holding that public hearing and ultimately deciding whether or not you want to adopt the budget in its current form. Jim's office will fill in the blanks in the resolution before it gets included in the District's formal records.

On MOTION by Mr. Griffith seconded by Ms. Evert with all in favor Resolution 2017-09 Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2018 was approved.

**B. Consideration of Resolution 2017-10, Imposing Special Assessments and
Certifying an Assessment Roll**

Mr. Haber stated Resolution 2017-10 serves two purposes; it levies the O&M assessments and it also certifies the debt assessment and O&M assessments for collection.

On MOTION by Mr. Mathis seconded by Ms. Nero with all in favor Resolution 2017-10 Imposing Special Assessments and Certifying an Assessment Roll was approved.

SEVENTH ORDER OF BUSINESS

Other Business

Mr. Oliver stated we will send a thank you letter to Ms. Geoghegan and Mr. Dodson for their service on the board.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

There being none, the next item followed.

C. Manager – Discussion of Meeting Schedule for Fiscal Year 2018

Mr. Oliver stated included in your agenda package is a proposed meeting schedule for Fiscal Year 2018.

On MOTION by Ms. Evert seconded by Mr. Mathis with all in favor the Meeting Schedule for Fiscal Year 2018 was approved.

NINTH ORDER OF BUSINESS

Audience Comments/Supervisor's Requests

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet and Statement of Revenues & Expenditures for the Period Ending June 30, 2017

Mr. Oliver stated included in your agenda package is a balance sheet and income statement for the period ending June 30, 2017.

B. Assessment Receipt Schedules

Mr. Oliver stated included in your agenda package is the assessment receipt schedules.

C. Approval of Check Register

Mr. Oliver stated included in your agenda package is a copy of the check register.

On MOTION by Mr. Mathis seconded by Ms. Evert with all in favor the Check Register was approved.

ELEVENTH ORDER OF BUSINESS

Next Scheduled Meeting – TBD

Mr. Oliver stated the next scheduled meeting is October 25, 2017 @ 11:00 a.m. at the Offices of England Thims & Miller located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258.

TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Mathis seconded by Ms. Nero with all in favor the Meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

Bartram Park Community Development District Auditor Selection Evaluation Criteria

[illegible]

FIFTH ORDER OF BUSINESS

RESOLUTION 2018-01

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE
BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT
DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE
AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND
PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE BARTRAM PARK COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 475 West Town Place, Suite 114 St. Augustine, Florida 32092.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue shall be located at 9655 Florida Mining Blvd., Building 300, Suite 305, Jacksonville, Florida 32257, Duval County, Florida.

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ day of _____, 2017.

ATTEST:

**BARTRAM PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SIXTH ORDER OF BUSINESS

**PROPERTY INTEREST EXCHANGE, CONSTRUCTION,
MAINTENANCE & JOINT USE AGREEMENT**

This Property Interest Exchange, Construction, Maintenance & Joint Use Agreement ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department"), Bartram Commons Property Owners Association, Inc. ("POA"), and Bartram Park Community Development District ("CDD").

- Recitals -

A. The Department owns certain real property comprised of a stormwater pond and adjacent borrow pit, described in the legal description attached to this Agreement as Exhibit "A" ("Department Property"), located in Duval County, Florida, in the vicinity of the planned intersection of State Road 9B and Interstate 95 ("Interchange"); and

B. POA, CDD, Winslow Farms, Inc. ("Winslow Farms"), and Standard Pacific of Florida, a Florida General Partnership ("StanPac"), own or control all of the real property lying between the Department Property and the easterly edge of the State Road 9B right-of-way line, from the westerly edge of the State Road 9B right-of-way line to the easterly edge of the Bartram Park Boulevard right-of-way line, and from the westerly edge of the Bartram Park Boulevard right-of-way line to Durbin Creek, all as described in the legal descriptions attached to this Agreement as Composite Exhibit "B"; and

C. POA proposes to acquire the Department Property in fee and complete the construction of the partially-completed joint use stormwater drainage system ("Drainage System") on the real property described in attached Exhibit "C" ("Easement Property"), consisting of a portion of the Department Property and all of the real property described in attached Composite Exhibit "B"; and

D. Those portions of the Drainage System that will require completion as of the Effective Date, as more particularly defined below, of this Agreement ("Remainder of the Drainage System") shall be designed and constructed by POA to drain, retain, and convey stormwater from the Interchange and the POA, CDD, Winslow Farms, and StanPac properties, westerly across the Easement Property to Durbin Creek; and

E. A real estate closing ("Closing") will be conducted in order for the parties to convey and exchange the real property interests identified in this Agreement, including all required subordination agreements; and

F. The CDD guarantees full and timely payment of all sums that become due and owing to the Department pursuant to the "Operation, Maintenance & Repair – Easement Property / Drainage System" section of this Agreement; and

G. The CDD represents and warrants to the Department that it has the legal authority to enter, and contractually bind the CDD to, this Agreement; and

H. The Drainage System, located to the east and west of State Road 9B, will be connected by reinforced concrete pipes located within the State Road 9B right-of-way ("Pipes"), which shall be constructed / installed by the Department; and

I. Although integral to the proper functioning of the Drainage System, the Pipes will be owned by the Department and will not be considered part of the Drainage System for purposes of this Agreement; and

J. A Department drainage connection permit will be issued providing for the conveyance of stormwater from the east section of the Easement Property under State Road 9B, via the Pipes, to the west section of the Easement Property; and

K. That portion of the Drainage System located on StanPac's property, as described in Composite Exhibit "B", was previously constructed by StanPac, and, as such, POA's construction obligations with regard to that section of the Drainage System are modified in the "Construction-Drainage System" section of this Agreement; and

L. For purposes of this Agreement the term "stormwater" shall have the meaning set forth in Fla. Admin. Code R. 14-86.002 (21); and

M. The Department Property was acquired prior to May 11, 2006; and

N. The Department Property was not acquired with federal participation.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, in consideration of the recitals and the mutual covenants and conditions contained in this Agreement, the parties acknowledge and agree as follows:

1. RECITALS & EXHIBITS

The recitals set forth above and attached exhibits are specifically incorporated in and made part of this Agreement by reference.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes this Agreement ("Effective Date").

3. E-VERIFY

POA shall: (a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by POA during the term of the contract; and (b) expressly require any contractors or subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the contract term.

4. TERM

The initial term of this Agreement shall be for a period of five (5) years, commencing on the Effective Date. Thereafter, this Agreement shall automatically renew for successive and continuing one (1) year terms for so long as the Department utilizes, or has a need of, the Drainage System.

5. COMPLIANCE

POA shall perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety, and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, St. Johns River Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard, and local governmental entities ("Governmental Law").

6. PERMITS

In the performance of this Agreement, POA may be required to obtain one or more Department permits which may include copies of this Agreement as an exhibit. Notwithstanding the inclusion or incorporation of this Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of this Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of this Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

7. PROPERTY INTEREST EXCHANGE & CLOSING

A. A real estate closing ("Closing") shall be conducted at the Department's District 2 Urban Office in Jacksonville, Florida, within ninety (90) days of the Effective Date of this Agreement. At Closing the Department shall convey its interest in the Department Property to POA via execution of the Quitclaim Deed attached as Exhibit "D-1", reserving unto the Department a temporary stormwater easement. At Closing POA shall deliver a copy of the previously and properly executed and recorded Perpetual Easement wherein StanPac conveyed a perpetual easement to the Department, attached to this Agreement as Exhibit "D-2" and shall deliver properly executed originals of the Perpetual Easements attached to this Agreement as Exhibits "D-3", "D-4", and "D-5". The parcel described in D-2 was subsequently transferred to another entity and is currently owned in fee by Montevilla at Bartram Lakes Association, Inc., a Florida Corporation, who purchased it subject to the Department's Perpetual Easement.

B. As soon as practical after the Effective Date of this Agreement, and in no event more than thirty (30) days following the Effective Date, POA shall provide the Department with signed and sealed surveys and legal descriptions of the parcels of real property comprising the Easement Property.

C. No less than thirty (30) days prior to Closing, POA shall provide the Department with an updated commitment for a title insurance policy, issued by a Florida licensed title insurer, proposing to insure the Department's rights under the Perpetual Easements (Exhibits "D-2", "D-3", "D-4", and "D-5") and evidencing fee simple ownership of the various parcels of real property in POA, CDD, StanPac (as pertaining to Exhibit D-2, at the time of conveyance), and Winslow Farms, free and clear of any and all liens, encumbrances, or other interests of any nature whatsoever and evidencing marketable title in POA, CDD, StanPac (as pertaining to Exhibit D-2, at the time of conveyance to the Department), and Winslow Farms in the form attached to this Agreement as Exhibit "E." The commitment for title insurance must be dated no more than ninety (90) days prior to the date it is supplied to the Department and shall be updated again as of the date of Closing at which time the Department shall receive a "marked down" commitment for a title policy to be issued at the expense of POA. In the event that the title evidence discloses any objectionable matters, the Closing shall be postponed for a period of time not to exceed ninety (90) days to permit POA to submit evidence of title consistent with the requirements of this paragraph, failing which the Department is excused from further performance of this Agreement without liability to POA, the CDD, or any third party.

D. The consensual liens and encumbrances listed as exceptions in the title commitment and on Exhibit "F" attached to this Agreement, which exclude comprehensive land use plans, zoning, restrictions, prohibitions, and other requirements imposed by governmental authority, do not have to be removed if properly subordinated to the Department. POA shall acquire all such subordinations at its sole cost and expense and deliver the properly executed subordinations to the Department no less than thirty (30) days prior to Closing. The subordination documents shall be in the form attached to this Agreement as Composite Exhibit "G" or another form preapproved by the Department in writing. The Department may refuse to accept subordination documents if not in a form required by this paragraph.

E. The real property interests to be acquired by the Department and the value of the real property interests released by the Department will be appraised. A copy of the appraisals will be provided to POA prior to Closing. If the values reflected in the appraisals are not acceptable to any party, any party may terminate this Agreement without liability to any other party. If the value of the property interest released by the Department exceeds the value of the property interest acquired by the Department, POA shall tender funds to the Department at Closing via cash, a cashier's check, money order, or other non-cancellable instrument in an amount representing the difference between the appraised values.

F. At, and as a condition of, Closing, POA shall pay all costs associated with the issuance of a title insurance policy in strict conformity with the title commitment issued to the Department pursuant to the applicable provisions of this Agreement and shall cause such policy to be delivered to the Department not more than thirty (30) days following the Closing. The face amount of the title policy shall be the appraised value of the real property interests to be conveyed to the Department.

G. As soon as practicable after Closing, time being of the essence, POA shall, at its sole cost and expense, record this Agreement, the Quitclaim Deed, any required subordination agreements, and the Perpetual Easements, if not previously recorded, in the Duval County and St. Johns County Public Records. The Department shall determine the order in which these documents are to be recorded. POA shall provide the Department with copies of the recorded Quitclaim Deed, the original Agreement, subordination agreements, and original Perpetual Easements, if not previously recorded, upon receipt of the same from the recording offices.

H. Any termination of this Agreement after Closing shall not affect the rights and responsibilities of the parties under any fully executed and recorded Perpetual Easements or Quitclaim Deeds executed in accordance with this Agreement at Closing.

8. CONSTRUCTION - PIPES

The Department shall construct / install those portions of the Pipes that will be located within the State Road 9B right-of-way in coordination with its construction of the relevant section of State Road 9B.

9. OPERATION, MAINTENANCE & REPAIR — PIPES

The Department shall be responsible for the operation, maintenance, and repair of those portions of the Pipes located within the State Road 9B right-of-way. The Department, including its contractors, may perpetually access such portions of the Easement Property as necessary in order to accomplish the same.

10. CONSTRUCTION — DRAINAGE SYSTEM

A. POA shall furnish the Department's Jacksonville Maintenance Engineer ("JME") with four (4) signed and sealed copies of the construction plans and specifications for the Remainder of the Drainage System prepared by a Florida registered professional engineer ("Plans & Specifications"), together with such other documentation the Department may require.

B. At its sole cost and expense POA shall engage a Department approved: (1) construction contractor to construct the Remainder of the Drainage System; and (2) construction, engineering, and inspection (CEI) contractor for the benefit of the Department to oversee the construction and installation of the Remainder of the Drainage System.

(1) The parties to this Agreement acknowledge that StanPac previously acquired certain real property, as described in Composite Exhibit "B", that is required by the terms of this Agreement to be included as part of the Easement Property and to be encumbered with the Drainage System; and

(2) Contrary to the applicable provisions of this section of the Agreement, StanPac has constructed that portion of the Drainage System located on StanPac's property; and

(3) The construction plans and specifications for that portion of the Drainage System located on StanPac's property have been reviewed and approved by the Department; and

(4) POA shall be responsible for and shall ensure that StanPac constructed that portion of the Drainage System located on StanPac's property (i.e. completed and approved prior to January 1, 2020) in accordance with the approved plans and specifications; and

(5) POA's obligations under the "Construction Performance Bond – Drainage System" section of this Agreement shall not include construction of that portion of the Drainage System located on StanPac's property; and

(6) If construction of that portion of the Drainage System located on StanPac's property is not consistent with the approved plans and specifications, or is otherwise deficient, all resulting costs and expenses incurred by the Department to remedy the issue shall be invoiced for payment in accordance with the "Payment" section of this Agreement.

C. The Remainder of the Drainage System shall be constructed in accordance with the Plans and Specifications and the terms and provisions of this Agreement. At a minimum, when fully completed, the Drainage System shall: (1) drain and detain all stormwater flowing from the Interchange area and other Department property in the manner and capacity equivalent to the maximum capacity of the Department's original design, which includes the capacity necessary to accommodate storm events, the Department's critical duration events, and future improvements to the Interchange, including, without limitation, improvements that add impervious surfaces to the Interchange area ("Department's Capacity"); (2) satisfy POA's, Winslow Farms', and StanPac's, or subsequent owner as the case may be, stormwater drainage and detention needs ("POA Capacity"); and (3) convey all such combined stormwater westward through the Drainage System to Durbin Creek. The Department's Capacity has been calculated and is included on attached Exhibit "H". Notwithstanding any contrary term or provision in this Agreement, or subsection, following the execution of this Agreement but prior to January 1, 2020, POA shall provide and thereafter perpetually maintain a normal water level immediately downstream of the Department Property at elevation 16.3 feet NGVD 1929 vertical datum or lower. Prior to the full and complete construction of the Drainage System, the Department's Capacity and stormwater drainage and detention needs shall be fully met and maintained at all times.

D. Construction of the Remainder of the Drainage System shall not commence until: (1) the JME issues final written approval of the Plans & Specifications via the issuance of one or more appropriate Department permits; (2) POA secures the required construction bond and the same is delivered to and approved by the Department; and (3) POA engages the required contractors (construction and CEI).

E. POA shall not make any changes to the approved Plans and Specifications for the Remainder of the Drainage System without the prior written approval of the JME. Changes to the approved Plans and Specifications for the Remainder of the Drainage

System absent the prior written approval of the JME shall be deemed a material breach of this Agreement.

F. Construction of the Remainder of the Drainage System shall be completed no later than two years after such date as POA determines to commence construction.

G. POA shall provide the Department's JME with written notice of completion of construction of the Remainder of the Drainage System, including, final as-built plans and an engineering certificate indicating that construction was completed in accordance with the terms and provisions of this Agreement and the Plans and Specifications for the Remainder of the Drainage System. Thereafter, the JME, or designee, shall perform a final inspection. If the construction is in compliance with the Plans and Specifications, this Agreement, and applicable Governmental Law, the Department shall issue a final acceptance letter for the Drainage System ("Final Acceptance"). In determining compliance with applicable Governmental Law, the Department may defer to the appropriate local, state, federal, administrative, regulatory or environmental entity. If the construction is deficient or not in compliance with the Plans and Specifications for the Remainder of the Drainage System, this Agreement, and applicable Governmental Law, the Department shall deliver written notification of such to POA. POA shall promptly correct the deficiency and provide the JME with written notification of such. The Department shall not issue its Final Acceptance of the Drainage System until the deficiency / non-compliance is corrected. Construction of the Drainage System shall not be deemed completed for purposes of this Agreement until issuance of the Department's Final Acceptance.

H. If for any reason not caused by the Department, construction of the Remainder of the Drainage System is not completed within the time and manner specified in this Agreement, or if it reasonably appears to the Department that construction of the Drainage System will not be completed within the time and manner specified in this Agreement, the Department may make a claim on the Bond, see "Construction Performance Bond – Drainage System" section of this Agreement. POA shall be solely responsible for all costs, losses, delay damages, fines, penalties, and the like, incurred by the Department if construction of the Remainder of the Drainage System is not completed within the time and manner specified in this Agreement, see "Indemnification" section of this Agreement.

I. The Plans and Specifications, final as-built plans, and engineering certificate for the Drainage System are incorporated in and made part of this Agreement by reference.

11. CONSTRUCTION PERFORMANCE BOND — DRAINAGE SYSTEM

A. Prior to the commencement of construction of the Remainder of the Drainage System, POA shall provide the Department with a construction performance bond ("Bond") naming the Department as sole obligee in the amount of the Department's estimated cost to construct the Remainder of the Drainage System and all delay damages, costs, losses, fines, penalties, and the like, incurred by the Department if construction of the Remainder of the Drainage System is not completed within the time and manner specified in this Agreement. The Bond shall guarantee: (1) that the Remainder of the Drainage System is constructed timely and in accordance with the

applicable terms and provisions of this Agreement; and (2) payment of all delay damages, costs, losses, fines, penalties, and the like, incurred by the Department if the Remainder of the Drainage System is not constructed timely and in accordance with the applicable terms and provisions of this Agreement. The Bond shall be in the penal sum and form required by the Department and shall be issued by a surety ("Surety") licensed to do business and certified to issue surety bonds in the State of Florida. POA shall continuously maintain the Bond in full force until such time as the Department issues its Final Acceptance of the Drainage System.

B. Upon POA's written request, the Department shall accept a construction performance bond furnished by POA's construction contractor as principal and naming POA and the Department as joint / dual obligees. Any such joint / dual obligee performance bond shall be in a form preapproved by the Department in writing and shall specifically require and provide for POA's construction contractor's assumption and performance of all POA's obligations under the "Construction — Drainage System" section of this Agreement and have a penal sum specifically designated and related to the obligations required by this Agreement.

C. On such occasions as the Department reasonably requests, POA shall provide the Department with certified copies of the Bond and other documents requested by the Department evidencing that the Bond is in place and full force and effect. In the event the Surety subsequently becomes insolvent, bankrupt or becomes otherwise unsatisfactory as reasonably determined by the Department, POA shall immediately replace the Bond with a like bond drawn on a surety company that is satisfactory and acceptable to the Department.

D. If at any time prior to the Department issuing its Final Acceptance of the Drainage System, the Surety provides notice to either party of its intent to cancel the Bond, or not renew the Bond at expiration of the existing term, POA shall, prior to the earlier of expiration of the existing term or the effective date of cancellation, secure a replacement bond satisfying the requirements of this Agreement.

E. Notwithstanding the Surety's notice of intent to cancel the Bond, or its intent not to renew the Bond, the obligations and liability of the Surety and POA under any Bond previously accepted by the Department are not cancellable or otherwise waived or released as to any prior existing defaults or claims, including, without limitation, POA's failure to timely obtain a replacement bond acceptable to the Department. All of said claims and damages shall remain the obligation of POA and the Surety under the Bond sought to be cancelled.

12. DEPARTMENT CONSTRUCTED IMPROVEMENTS

A. From the Effective Date of this Agreement until such time as POA begins construction of the Remainder of the Drainage System, the Department may access and construct any improvements it deems necessary within the Easement Property to meet the Department's stormwater drainage, retention, and detention needs. All such improvements shall be constructed at the Department's sole cost and expense and shall not be utilized by POA or any other third party.

B. In conjunction with POA's commencement of construction of the Remainder of the Drainage System, POA, at its sole cost and expense, may remove improvements constructed by the Department pursuant to the preceding paragraph. POA shall provide the Department with thirty (30) days prior written notice of its intent to remove any Department installed improvements. In removing any such improvements, POA shall be responsible for the proper drainage and retention of all stormwater draining or otherwise flowing to the Department Property, including, without limitation, stormwater flowing from the Interchange.

13. OPERATION, MAINTENANCE & REPAIR — EASEMENT PROPERTY / DRAINAGE SYSTEM

A. From the date of Closing, POA or its permitted assignee shall operate, maintain, and repair the Easement Property, Drainage System, and improvements located or constructed within the Department Property at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. No term or provision of this Agreement shall obligate the Department to operate, maintain, or repair the Easement Property, Drainage System, or Department Property, said obligations to remain the sole responsibility of POA or its permitted assignee.

B. If the Department determines that POA is not fulfilling its operation, maintenance, and repair obligations in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to POA. POA shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and POA mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

C. If the Department determines that the deficiency remains after receipt of POA's notice, the Department, within its sole discretion, may select one or more of the following remedies: (1) provide POA with written authorization granting such additional time as the Department deems appropriate to correct the deficiency; or (2) correct the deficiency at POA's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide POA with an invoice for the costs incurred by the Department to correct the deficiency and POA shall pay the invoice in accordance with the "Payment" section of this Agreement.

D. If at any time in the sole determination of the Department, the integrity or safety of the Department Property or Drainage System require immediate maintenance or repair for the benefit of public health, safety, or welfare, the Department may perform such maintenance and repairs it deems appropriate under the circumstances. The Department shall provide POA with an invoice for the emergency maintenance and repairs performed by the Department and POA shall pay the invoice in accordance with the "Payment" section of this Agreement.

14. ACCESS

Upon the provision of reasonable notice to POA, the Department, including its agents and assigns, shall have the right to enter the Easement Property for the following purposes: (1) observing and inspecting the Drainage System; (2) accessing, inspecting,

operating, maintaining, repairing, and improving the Pipes; and (3) exercising all other rights provided in this Agreement. Nothing in this section is intended to prohibit or otherwise limit the Department's right to enter the Department Property until such time as the Department releases its interest in the temporary easement reserved in the Quit Claim Deed.

15. STORMWATER DRAINAGE AND RETENTION RIGHTS

A. The Department retains the right to drain, detain, and retain stormwater to and within the Department Property, as provided in the Quitclaim Deed, until such time as these rights are released by the Department, pursuant to POA's written request, after the Drainage System is constructed and the Department issues its Final Acceptance. The release shall be by quitclaim deed or an executed written release prepared by POA.

B. POA's construction, operation, use, maintenance, repair, or improvement of the Drainage System shall not interfere with or otherwise impede the Department's right to access and use the Department Property or Easement Property for stormwater drainage and retention purposes.

C. Upon issuance of the Department's Final Acceptance of the Drainage System, the Department shall have the perpetual right to drain, accept, detain, and convey the Department's Capacity of stormwater into the Drainage System. Prior to issuance of the Department's Final Acceptance of the Drainage System, the Department shall have the perpetual right to drain, accept, detain, and convey the Department's Capacity of stormwater onto the Easement Property.

D. After the Closing, POA shall be responsible for paying all state, regional, and local government assessments, taxes, and fees related in any way to the nature, volume, or quality of stormwater discharging from or to the Department Property and the Drainage System.

E. As soon as practical after Effective Date of this Agreement, time being of the essence, POA shall take all action necessary to become the permittee under any permit required by the St. Johns River Water Management District concerning the Drainage System and Easement Property. POA shall be the sole permittee. No act by the Department, or any term or provision of this Agreement, shall obligate the Department to become the permittee, or to operate, maintain, or repair the Drainage System. This requirement concerns all existing and future permit requirements.

16. MAINTENANCE OF TRAFFIC

A. POA shall be responsible for the maintenance of traffic ("MOT") at all times during its performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of this Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; (3) the Department's Roadway Design Standards Index 600 Series; and (4) other applicable Governmental Law.

B. If POA fails to perform the required MOT, the Department may perform MOT at POA's sole cost and expense. Should the Department perform MOT, the Department shall provide POA with an invoice for the costs incurred by the Department and POA shall pay the invoice in accordance with the "Payment" section of this Agreement. Nothing in this Agreement shall obligate the Department to perform MOT, said obligation to remain the sole responsibility of POA.

17. UTILITIES

POA shall bear the sole cost, expense, and responsibility of locating, removing, and relocating utilities, both aerial and underground, required for the performance of this Agreement. POA shall ensure all utility locations are accurately documented on the surveys and final as-built plans delivered to the Department. All utility conflicts shall be resolved by POA directly with the applicable utility at POA's sole cost and expense. The Department shall not be responsible for locating, removing or relocating utilities.

18. PAYMENT

A. All Liabilities (defined below) and Department invoices submitted to POA for payment pursuant to the terms and provisions of this Agreement are due and payable within forty-five (45) days of the date of the Department's invoice / written request ("Due Date"). The unpaid portion of any invoice or Liabilities not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03(1), Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

B. The CDD guarantees, is responsible for, and shall promptly pay all Past Due Sums arising pursuant to POA's obligations under the "Operation, Maintenance & Repair – Easement Property / Drainage System" section of this Agreement within forty-five (45) days of the Department's written demand for payment. CDD's obligation to guaranty and pay shall be limited to repairs of completed improvements and shall not include repairs to improvements still under construction. If required funds are not readily available, the CDD shall, at no cost or expense to the Department and to the maximum extent permissible under Florida law, promptly, time being of the essence, utilize the most timely and efficient of the methods set forth in Chapter 190, Fla. Stat., together with any other means permissible under Florida law, to assess and collect funds from any permissible source in amounts sufficient to pay all Past Due Sums, including, if necessary, instituting a civil action pursuant to §190.036, Fla. Stat., or pursuant to any other applicable provision of Florida law.

C. If the CDD fails to act timely or otherwise breaches the applicable provisions of this section of the Agreement, the Department shall be entitled to the immediate issuance of a Writ of Mandamus requiring the CDD's immediate compliance together with an award of all attorneys' fees and costs incurred to obtain the Writ and compliance therewith.

D. The CDD represents and expressly warrants that the provisions of this section are consistent with and not prohibited by applicable law or the CDD's governing documents.

19. INSURANCE

A. POA shall procure and maintain a commercial general liability insurance policy, specifically naming the Department as an additional insured (evidenced by an appropriate endorsement) and insuring the Department and POA against any and all claims for injury or damage to persons and property, and for the loss of life or property, that may occur (directly or indirectly) by reason of the performance of this Agreement. Such insurance shall be carried in a minimum amount of not less than One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than One Million Dollars (\$1,000,000.00) for property damage, or a combined coverage of not less than two million dollars (\$2,000,000.00).

B. POA shall continuously maintain each policy of insurance required by this Agreement in full force and effect during each term of this Agreement. Each policy of insurance required by this Agreement shall be issued by a company licensed to do business in the State of Florida. If during any term of this Agreement any insurance carrier provides notice to either party of its intent to cancel any of the required insurance policies, or not renew any of the required insurance policies, POA shall, prior to the earlier of expiration of the existing term or the effective date of cancellation, secure replacement insurance satisfying the requirements of this Agreement.

C. On such occasions as the Department reasonably requires, POA shall provide the Department with certificates and other documents requested by the Department evidencing that the required policy of insurance is in place and effective.

20. INDEMNIFICATION

A. POA shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, Liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by or resulting from POA's negligence, intentional or wrongful acts, omissions or the performance or breach of this Agreement ("Liabilities"). POA shall immediately notify the Department in writing upon becoming aware of any Liabilities. POA shall, upon the Department's written demand, participate and associate with the Department in the defense and trial of any Liabilities, including related settlement negotiations. The inability of POA to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

B. The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA"), and the Clean Water Act ("CWA").

C. The indemnification requirements set forth in this section specifically do not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions, or breach of contract.

21. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's lawful exercise of any right provided in the Agreement, including, without limitation, termination of the Agreement, create any right, title, interest, or estate entitling POA to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes ("Eminent Domain Law"). POA forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and business damages resulting in any manner from the Department's lawful exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased, or otherwise controlled by POA, as a result of the Department's exercise of any right provided in this Agreement.

22. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes (2016). The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by POA as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes (2016).

23. COVENANT RUNNING WITH THE LAND

This Agreement shall run with the title to the real property described in the attached Exhibit "C".

24. ASSUMPTION OF OBLIGATIONS ON TRANSFER OF PROPERTY

A. All persons and entities acquiring title to all or any portion of the real property described in Exhibit "C" shall be deemed to have assumed all obligations in this Agreement, whether or not such assumption is expressly stated in the instrument(s) of conveyance.

B. Prior to transferring title to all or any portion of the real property described in Exhibit "C", the transferor shall cause any person or entity acquiring such right, title, or interest to execute a written assumption of this Agreement in a form preapproved by the Department in writing. Each such assumption agreement shall be recorded by the conveying entity in the Public Records of the county where the property is located and the conveying entity shall provide the Department with the original recorded assumption agreement upon receipt of the same from the recording office. The Department shall receive a minimum of sixty (60) days prior written notice of any such transfer of title.

C. No transfer of any portion of the real property described in Exhibit "C" shall relieve the transferor from liability that accrued pursuant to this Agreement during the transferor's ownership of the property.

25. NOTICE

All notices, communications and determinations between the parties and those required by this Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Jacksonville Maintenance Engineer
838 Ellis Road South
Jacksonville, Florida 32205
Telephone: (904) 360-5200

POA: Bartram Commons Property Owners Association, Inc.
Attention: J. Thomas Dodson
700 Ponte Vedra Lakes Boulevard
Ponte Vedra Beach, Florida 32082
Telephone: (904) 280-7100

CDD: Bartram Park Community Development District
Attention: James Perry
Government Management Services, LLC
475 West Town Place, Suite 114
Jacksonville, Florida 32092
Telephone: (904) 940-5850, ext. 409

26. PUBLIC RECORDS

POA and CDD, or any persons or entities acquiring title to all or any portion of the real property which is the subject of this Agreement, shall:

A. Contact the Department's Custodian of Public Records at (386) 758-3727; D2 prcustodian@dot.state.fl.us; and Public Records Custodian, 1109 South Marion Avenue, MS 2009, Lake City, Florida 32025, if POA or CDD have any questions regarding the application of Chapter 119, Florida Statutes, and POA's or CDD'S duty to provide public records relating to this Agreement.

B. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

C. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of this Agreement and following completion of the Agreement if POA and CDD do not transfer the records to the Department.

E. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of POA or CDD, as the case may be, or keep and maintain public records required by the Department to perform this Agreement. If POA or CDD transfer all public records to the public agency upon completion of this Agreement, POA or CDD shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If POA or CDD keep and maintain public records upon completion of this Agreement, POA or CDD shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

F. Failure by POA or CDD to act in accordance with the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. POA and CDD shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of POA or CDD and shall promptly provide the Department a copy of POA's or CDD's response to each such request.

27. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

28. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

29. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance, or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. POA, CDD, and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance, or breach of this Agreement.

30. JURY TRIAL

The parties waive the right to trial by jury of any dispute concerning the interpretation, validity, performance, or breach of the Agreement, including, without limitation, associated damage claims.

31. ASSIGNMENT

This Agreement is not freely assignable by POA or CDD. Assignments are not valid or effectual absent the Department's prior written approval, which the Department may deny with or without cause. Nothing in this section shall prevent POA or CDD from delegating its contractual duties, but such delegation shall not release POA or CDD from their obligations to perform this Agreement.

32. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

33. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (a) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (b) each provision of the Agreement has been negotiated fairly at arm's length; (c) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (d) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

34. ENTIRE AGREEMENT

This instrument contains the entire understanding of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties with respect to the subject matter of this Agreement are waived, merged in, and superseded by this Agreement.

35. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

36. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties acknowledge the receipt, adequacy, and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

37. WAIVER

The failure of any party to insist on the strict performance or compliance with any term or provision of this Agreement on one or more occasions shall not constitute a waiver or relinquishment of the rights provided in this Agreement and all such terms and provisions shall remain in full force and effect unless specifically waived or relinquished in writing.

38. INTERPRETATION

No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

39. CAPTIONS

Paragraph title or captions contained in this Agreement are inserted as a matter of convenience and reference and in no way define, limit, extend, or describe the scope of the Agreement.

40. SEVERANCE

If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency, or authority of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect so long as principle purposes of the Agreement remain enforceable.

41. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

42. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement consisting of
ninety-one (91) pages.

Remainder of this Page Intentionally Blank

Signatures on Following Pages

Florida Department of Transportation

Witnesses:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

By: _____

Date: _____

Printed Name: _____

Legal Review

By: _____

Office of the General Counsel
Florida Department of Transportation

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, ☐ who is personally known to me, or ☐ who produced _____ as identification.

Bartram Commons Property Owners Association, Inc.

By: Arthur E. Lancaster

Printed Name: ARTHUR E. LANCASTER

Title: Vice President

Date: August 24th, 2017

Witnesses:

By: John Dodson

Printed Name: John Dodson

By: Shellie Joyner

Printed Name: Shellie Joyner

Legal Review

By: Joel B. Giles

Joel B. Giles, Esquire
Carlton Fields Jordan Burt, P.A.
Counsel for Bartram Commons
Property Owners Association, Inc.

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 24th day of August, 2017, by ARTHUR E. LANCASTER, as Vice President of Bartram Commons Property Owners Association, Inc., a not-for-profit corporation organized and existing under the laws of the State of Florida, on behalf of the not-for-profit corporation, ☒ who is personally known to me or ☐ who has produced _____ as identification.

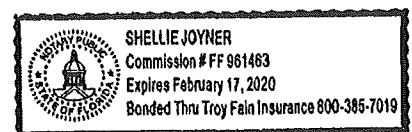
Shellie Joyner
(Sign on this line.)
Shellie Joyner
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida

COMMISSION NO.: FF 961463

EXPIRATION DATE: 2.17.20

(SEAL)



Bartram Park Community Development District

By: *Patricia Evert*

Printed Name: PATRICIA EVERT

Title: Chairperson

Date: September 18, 2017

Witnesses:

By: *a*

Printed Name: Ala Boes

By: *Robert J. Steven*

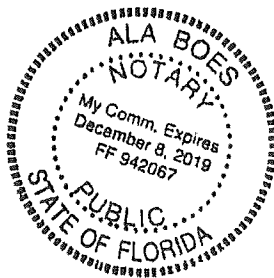
Printed Name: Robert J. Steven

Legal Review:

By: *Wesley Hahn*
Counsel for Bartram Park Community
Development District

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was acknowledged before me this 18 day of September, 2017, by PATRICIA EVERT, as Chairperson of Bartram Park Community Development District, a local unit of special-purpose government established pursuant to Chapter 190 of the Florida Statutes, The Uniform Community Development District Act of 1980, as amended, and established by Ordinance Number 2000-451-E of the City Council of the City of Jacksonville, Florida, on behalf of the local unit of special-purpose government, ☐ who is personally known to me, or ☒ who produced Florida DL as identification.



Ala Boes
(Sign on this line.)
Ala Boes
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: FF 942067
EXPIRATION DATE: 12/8/2019

(SEAL)

TENTH ORDER OF BUSINESS

A.

Bartram Park

Community Development District

*Unaudited Financial Reporting as of
September 30, 2017*

*Meeting Date
October 25, 2017*

Table of Contents

I. *Financial Statements - September 30, 2017*

II. *Assessments Receipt Schedule*

III. *Check Register Summary 7/1/2017 - 9/30/2017*

Bartram Park
Community Development District
Combines Balance Sheet
September 30, 2017

	<u>Government Funds</u>			Total
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Governmental Funds</u>
ASSETS:				
Cash	\$103,767	---	---	\$103,767
Custody Account - Excess Funds	\$19,681	---	---	\$19,681
<u>Series 2012-1:</u>				
Reserve	---	\$201,729	---	\$201,729
Revenue	---	\$143,516	---	\$143,516
Due from Series 2015	---	\$227	---	\$227
<u>Series 2012-2:</u>				
Reserve	---	\$129,533	---	\$129,533
Revenue	---	\$139,067	---	\$139,067
<u>Series 2012-3:</u>				
Reserve	---	\$194,498	---	\$194,498
Revenue	---	\$139,893	---	\$139,893
Prepayment	---	\$1,653	---	\$1,653
<u>Series 2012-4:</u>				
Reserve	---	\$125,024	---	\$125,024
Revenue	---	\$106,301	---	\$106,301
Prepayment	---	\$23,000	---	\$23,000
<u>Series 2012-5:</u>				
Reserve	---	\$142,513	---	\$142,513
Revenue	---	\$101,828	---	\$101,828
<u>Series 2015A1</u>				
Reserve	---	\$557,304	---	\$557,304
Revenue	---	\$378,017	---	\$378,017
<u>Series 2015A2</u>				
Reserve	---	\$141,265	---	\$141,265
Cost Of Issuance	---	---	\$42,125	\$42,125
Prepaid Expenses	\$27,842	---	---	\$27,842
TOTAL ASSETS	<u>\$151,290</u>	<u>\$2,525,369</u>	<u>\$42,125</u>	<u>\$2,718,783</u>
LIABILITIES:				
Accounts Payable	\$145	---	---	\$145
Accrued Expenses	\$1,067	---	---	\$1,067
Due to Debt Service - Series 2012-1	---	\$227	---	\$227
FUND BALANCES:				
Restricted for Debt Service	---	\$2,525,142	---	\$2,525,142
Restricted for Capital Projects	---	---	\$42,125	\$42,125
Unassigned	\$122,235	---	---	\$122,235
TOTAL LIABILITIES & FUND EQUITY & OTHER CREDITS	<u>\$151,290</u>	<u>\$2,525,369</u>	<u>\$42,125</u>	<u>\$2,718,783</u>

Bartram Park
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending September 30, 2017

	ADOPTED BUDGET	PRORATED BUDGET THRU 9/30/2017	ACTUAL THRU 9/30/2017	VARIANCE
REVENUES:				
Maintenance Assessments - On Roll	\$116,883	\$116,883	\$117,250	\$367
Maintenance Assessments - Off Roll	\$12,800	\$12,800	\$12,813	\$13
Interest Income	\$0	\$0	\$20	\$20
TOTAL REVENUES	\$129,683	\$129,683	\$130,083	\$400
EXPENDITURES:				
ADMINISTRATIVE:				
Supervisor Fees	\$4,800	\$4,800	\$3,200	\$1,600
FICA Expense	\$367	\$367	\$245	\$122
Engineering	\$8,500	\$8,500	\$45	\$8,455
Assessment Roll	\$7,500	\$7,500	\$7,500	\$0
Arbitrage	\$2,400	\$2,400	\$2,400	\$0
Dissemination	\$3,500	\$3,500	\$3,500	(\$0)
Attorney	\$20,000	\$20,000	\$9,370	\$10,630
Annual Audit	\$4,600	\$4,600	\$4,400	\$200
Trustee fees	\$15,000	\$15,000	\$16,900	(\$1,900)
Management Fees	\$41,600	\$41,600	\$41,600	(\$0)
Computer Time	\$1,000	\$1,000	\$1,000	\$0
Website Compliance	\$500	\$500	\$500	(\$0)
Telephone	\$50	\$50	\$47	\$3
Postage	\$500	\$500	\$349	\$151
Printing & Binding	\$1,500	\$1,500	\$693	\$807
Insurance	\$6,515	\$6,515	\$6,042	\$473
Legal Advertising	\$1,000	\$1,000	\$762	\$238
Other Current Charges	\$1,000	\$1,000	\$1,250	(\$250)
Office Supplies	\$100	\$100	\$75	\$25
Dues, Licenses, Subscriptions	\$175	\$175	\$175	\$0
Operating Reserves	\$9,076	\$9,076	\$0	\$9,076
TOTAL EXPENDITURES	\$129,683	\$129,683	\$100,053	\$29,630
EXCESS REVENUES (EXPENDITURES)	\$0		\$30,030	
FUND BALANCE - Beginning	\$0		\$120,047	
FUND BALANCE - Ending	\$0		\$150,077	

Bartram Park
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Series 2012-1 Convertible Capital Appreciation Special Assessment Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending September 30, 2017

	ADOPTED BUDGET	PRORATED THRU 9/30/2017	ACTUAL THRU 9/30/2017	VARIANCE
<u>REVENUES:</u>				
Special Assessments - On Roll	\$403,300	\$403,300	\$399,174	(\$4,126)
Interest Income	\$0	\$0	\$1,993	\$1,993
TOTAL REVENUES	\$403,300	\$403,300	\$401,167	(\$2,133)
<u>EXPENDITURES:</u>				
Interest Expense - 11/1	\$140,706	\$140,706	\$140,559	\$147
Interest Expense - 5/1	\$140,706	\$140,706	\$140,559	\$147
Principal Expense - 5/1	\$120,000	\$120,000	\$120,000	\$0
TOTAL EXPENDITURES	\$401,412	\$401,412	\$401,119	\$293
EXCESS REVENUES (EXPENDITURES)	\$1,888		\$48	
FUND BALANCE - Beginning	\$148,576		\$345,423	
FUND BALANCE - Ending	\$150,464		\$345,471	

Bartram Park
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Series 2012-2 Convertible Capital Appreciation Special Assessment Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending September 30, 2017

	ADOPTED BUDGET	PRORATED THRU 9/30/2017	ACTUAL THRU 9/30/2017	VARIANCE
<u>REVENUES:</u>				
Special Assessments - On Roll	\$258,965	\$258,965	\$259,778	\$814
Interest Income	\$0	\$0	\$1,521	\$1,521
TOTAL REVENUES	\$258,965	\$258,965	\$261,299	\$2,334
<u>EXPENDITURES:</u>				
Interest Expense - 11/1	\$87,615	\$87,615	\$87,615	\$0
Interest Expense - 5/1	\$87,615	\$87,615	\$87,615	\$0
Principal Expense - 5/1	\$85,000	\$85,000	\$85,000	\$0
TOTAL EXPENDITURES	\$260,230	\$260,230	\$260,230	\$0
EXCESS REVENUES (EXPENDITURES)	(\$1,265)		\$1,069	
FUND BALANCE - Beginning	\$136,288		\$267,531	
FUND BALANCE - Ending	\$135,023		\$268,600	

Bartram Park
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Series 2012-3 Convertible Capital Appreciation Special Assessment Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending September 30, 2017

	ADOPTED BUDGET	PRORATED THRU 9/30/2017	ACTUAL THRU 9/30/2017	VARIANCE
<u>REVENUES:</u>				
Special Assessments - On Roll	\$403,300	\$403,300	\$390,060	(\$13,240)
Special Assessments - Off Roll	\$0	\$0	\$9,406	\$9,406
Special Assessments - Prepayment	\$0	\$0	\$169,422	\$169,422
Interest Income	\$0	\$0	\$1,970	\$1,970
TOTAL REVENUES	\$403,300	\$403,300	\$570,859	\$167,559
<u>EXPENDITURES:</u>				
Interest Expense - 11/1	\$142,322	\$142,322	\$142,322	\$0
Interest Expense - 5/1	\$142,322	\$142,322	\$142,322	\$0
Principal Expense - 5/1	\$120,000	\$120,000	\$120,000	\$0
Special Call - 5/1	\$0	\$0	\$175,000	(\$175,000)
TOTAL EXPENDITURES	\$404,644	\$404,644	\$579,644	(\$175,000)
EXCESS REVENUES (EXPENDITURES)	(\$1,344)		(\$8,785)	
FUND BALANCE - Beginning	\$142,792		\$344,829	
FUND BALANCE - Ending	\$141,448		\$336,044	

Bartram Park
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Series 2012-4 Convertible Capital Appreciation Special Assessment Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending September 30, 2017

	ADOPTED BUDGET	PRORATED THRU 9/30/2017	ACTUAL THRU 9/30/2017	VARIANCE
<u>REVENUES:</u>				
Special Assessments - On Roll	\$167,700	\$167,700	\$141,669	(\$26,032)
Special Assessments - Off Roll	\$163,800	\$163,800	\$163,800	\$0
Special Assessments - Prepayment	\$0	\$0	\$22,363	\$22,363
Interest Income	\$0	\$0	\$1,299	\$1,299
TOTAL REVENUES	\$331,500	\$331,500	\$329,131	(\$2,369)
<u>EXPENDITURES:</u>				
Interest Expense - 11/1	\$102,330	\$102,330	\$102,600	(\$270)
Interest Expense - 5/1	\$102,330	\$102,330	\$102,600	(\$270)
Principal Expense - 5/1	\$100,000	\$100,000	\$100,000	\$0
TOTAL EXPENDITURES	\$304,660	\$304,660	\$305,200	(\$540)
EXCESS REVENUES (EXPENDITURES)	\$26,840		\$23,931	
FUND BALANCE - Beginning	\$122,144		\$230,394	
FUND BALANCE - Ending	\$148,985		\$254,325	

Bartram Park
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Series 2012-5 Convertible Capital Appreciation Special Assessment Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending September 30, 2017

	ADOPTED BUDGET	PRORATED THRU 9/30/2017	ACTUAL THRU 9/30/2017	VARIANCE
REVENUES:				
Bond Proceeds	\$96,692	\$96,692	\$0	(\$96,692)
Special Assessments - Off Roll	\$284,915	\$284,915	\$284,915	\$0
Interest Income	\$0	\$0	\$1,203	\$1,203
TOTAL REVENUES	\$381,607	\$381,607	\$286,118	(\$95,489)
EXPENDITURES:				
Interest Expense - 11/1	\$96,692	\$96,692	\$0	\$96,692
Interest Expense - 5/1	\$99,470	\$99,470	\$99,470	\$0
Principal Expense - 5/1	\$85,000	\$85,000	\$85,000	\$0
TOTAL EXPENDITURES	\$281,162	\$281,162	\$184,470	\$96,692
EXCESS REVENUES (EXPENDITURES)	\$100,445		\$101,648	
FUND BALANCE - Beginning	\$0		\$142,693	
FUND BALANCE - Ending	\$100,445		\$244,342	

Bartram Park
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Series 2015 Special Assessment Revenue Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending September 30, 2017

	ADOPTED BUDGET	PRORATED THRU 9/30/2017	ACTUAL THRU 9/30/2017	VARIANCE
REVENUES:				
Special Assessments - On Roll	\$1,294,539	\$1,294,539	\$1,298,597	\$4,057
Special Assessments - Off Roll	\$114,883	\$114,883	\$100,816	(\$14,067)
Interest Income	\$0	\$0	\$6,589	\$6,589
TOTAL REVENUES	\$1,409,422	\$1,409,422	\$1,406,001	(\$3,421)
EXPENDITURES:				
Series 2015A-1				
Interest Expense - 11/1	\$283,386	\$283,386	\$283,386	\$0
Principal Expense - 11/1	\$0	\$0	\$150,000	(\$150,000)
Interest Expense - 5/1	\$283,386	\$283,386	\$280,086	\$3,300
Principal Expense - 5/1	\$560,000	\$560,000	\$560,000	\$0
Series 2015A-2				
Interest Expense - 11/1	\$83,150	\$83,150	\$83,150	\$0
Principal Expense - 11/1	\$0	\$0	\$35,000	(\$35,000)
Interest Expense - 5/1	\$83,150	\$83,150	\$82,413	\$738
Principal Expense - 5/1	\$120,000	\$120,000	\$115,000	\$5,000
TOTAL EXPENDITURES	\$1,413,071	\$1,413,071	\$1,589,034	(\$175,963)
OTHER SOURCES/(USES):				
Interfund Transfer In/(Out)	\$0	\$0	\$210	\$210
TOTAL OTHER	\$0	\$0	\$210	\$210
EXCESS REVENUES (EXPENDITURES)	(\$3,649)		(\$182,822)	
FUND BALANCE - Beginning	\$368,865		\$1,259,182	
FUND BALANCE - Ending	\$365,217		\$1,076,359	

Bartram Park
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS FUND
Special Assessment Bonds, Series 2015
Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending September 30, 2017

	ADOPTED BUDGET	PRORATED THRU 9/30/2017	ACTUAL THRU 9/30/2017	VARIANCE
<u>REVENUES:</u>				
Interest Earned	\$0	\$0	\$210	\$210
TOTAL REVENUES	\$0	\$0	\$210	\$210
<u>OTHER SOURCES/(USES):</u>				
Interfund Transfer In/(Out)	\$0	\$0	(\$210)	(\$210)
TOTAL OTHER	\$0	\$0	(\$210)	(\$210)
EXCESS REVENUES (EXPENDITURES)	\$0	\$0	\$0	\$0
FUND BALANCE - Beginning	\$0		\$42,125	
FUND BALANCE - Ending	\$0		\$42,125	

B.

BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT
Fiscal Year 2017 Summary of Assessment Receipts

	UNITS	SERIES 2005/2015A1-2 ASSESSED DEBT	SERIES 2012-1 ASSESSED DEBT	SERIES 2012-2 ASSESSED DEBT	SERIES 2012-3 ASSESSED DEBT	SERIES 2012-4 ASSESSED DEBT	SERIES 2012-5 ASSESSED DEBT	FY17 O&M ASSESSED	TOTAL ASSESSED
DIRECT BILLS ASSESSED - NET									
SCOTT KASSEL	28	16,411.92	-	-	-	-	-	875.00	17,286.92
PULTE HOME CORPORATION	144	84,404.16	-	-	-	-	-	4,500.00	88,904.16
SUBTOTAL SERIES 2005/2015	172	100,816.08	-	-	-	-	-	5,375.00	106,191.08
MATTAMY (JAX) PARTNERSHIP - TR25A - 2012-5	90	-	-	-	-	-	284,915.00	4,812.50	289,727.50
STANDARD PACIFIC, (2) - TR 24 - 2012-4	84	-	-	-	-	163,800.00	-	2,625.00	166,425.00
SUBTOTAL SERIES 2012	174	-	-	-	-	163,800.00	284,915.00	7,437.50	456,152.50
TOTAL DIRECT BILLS ASSESSED NET	346	100,816.08	-	-	-	163,800.00	284,915.00	12,812.50	562,343.58
TOTAL NET TAX ROLL ASSESSED NET	3,744	1,294,529.90	397,923.88	258,964.78	388,838.61	141,225.12	-	116,883.00	2,598,365.29
TOTAL DISTRICT ASSESSMENTS NET	4,090	1,395,345.98	397,923.88	258,964.78	388,838.61	305,025.12	284,915.00	129,695.50	3,160,708.87

	UNITS	SERIES 2005/2015A1-2 RECEIVED DEBT	SERIES 2012-1 RECEIVED DEBT	SERIES 2012-2 RECEIVED DEBT	SERIES 2012-3 RECEIVED DEBT	SERIES 2012-4 RECEIVED DEBT	SERIES 2012-5 RECEIVED DEBT	FY17 O&M RECEIVED	TOTAL RECEIVED
DIRECT BILLS RECEIVED									
SCOTT KASSEL	28	16,411.92	-	-	-	-	-	875.00	17,286.92
PULTE HOME CORPORATION	144	84,404.16	-	-	-	-	-	4,500.00	88,904.16
SUBTOTAL SERIES 2005/2015	172	100,816.08	-	-	-	-	-	5,375.00	106,191.08
MATTAMY (JAX) PARTNERSHIP - TR25A - 2012-5	90	-	-	-	-	-	284,915.00	4,812.50	289,727.50
STANDARD PACIFIC, (2) - TR 24 - 2012-4	84	-	-	-	-	163,800.00	-	2,625.00	166,425.00
SUBTOTAL SERIES 2012	174	-	-	-	-	163,800.00	284,915.00	7,437.50	456,152.50
TOTAL DIRECT BILLS RECEIVED	346	100,816.08	-	-	-	163,800.00	284,915.00	12,812.50	562,343.58

BALANCE DUE DIRECT INVOICES	-	-	-	-	-	-	-	-	-
------------------------------------	---	---	---	---	---	---	---	---	---

SUMMARY TAX ROLL COLLECTIONS - SERIES 2015/2012									
DUVAL COUNTY DISTRIBUTION	DATE	SERIES 2015 DEBT RECEIVED	SERIES 2012-1 DEBT RECEIVED	SERIES 2012-2 DEBT RECEIVED	SERIES 2012-3 DEBT RECEIVED	SERIES 2012-4 DEBT RECEIVED	SERIES 2012-5 DEBT RECEIVED	FY17 O&M RECEIVED	TOTAL TAX ROLL RECEIPTS
1	11/7/2016	4,272.75	1,313.40	854.74	1,283.41	466.13	-	385.79	8,576.22
2	11/21/2016	69,950.54	21,502.01	13,993.29	21,011.08	7,631.17	-	6,315.82	140,403.91
3	12/5/2016	43,538.67	13,383.30	8,709.71	13,077.73	4,749.80	-	3,931.11	87,390.32
4	12/12/2016	1,086,916.57	334,105.89	217,432.68	326,477.69	118,575.81	-	98,137.61	2,181,646.25
5	12/15/2016	20,775.29	6,386.09	4,156.00	6,240.28	2,266.45	-	1,875.81	41,699.92
6	12/28/2016	8,116.55	2,494.94	1,623.68	2,437.97	885.46	-	732.84	16,291.44
7	1/10/2017	10,493.32	3,225.53	2,099.14	3,151.88	1,144.76	-	947.43	21,062.06
8	1/20/2017	7,574.01	2,328.16	1,515.15	2,275.01	826.28	-	683.85	15,202.46
9	2/6/2017	4,052.33	1,245.64	810.65	1,217.20	442.08	-	365.88	8,133.78
10	2/17/2017	4,591.88	1,411.49	918.58	1,379.26	500.94	-	414.61	9,216.76
11	3/9/2017	11,132.43	3,421.98	2,226.99	3,343.85	1,214.48	-	1,005.15	22,344.88
12	3/22/2017	3,390.02	1,042.05	678.16	1,018.26	369.83	-	306.08	6,804.40
13	4/7/2017	6,178.07	1,899.07	1,235.89	1,855.71	673.99	-	557.82	12,400.55
14	4/21/2017	1,234.46	379.46	246.95	370.80	134.67	-	111.46	2,477.80
15	5/5/2017	991.49	304.77	198.34	297.81	108.17	-	89.53	1,990.11
16	5/18/2017	1,652.49	507.96	330.57	496.36	180.28	-	149.19	3,316.85
17	6/5/2017	-	-	-	-	-	-	-	-
TAX CERTIFICATES	6/21/2017	13,735.93	4,222.27	2,747.81	4,125.87	1,498.50	-	1,240.22	27,570.60
TOTAL TAX ROLL RECEIPTS		1,298,596.80	399,174.01	259,778.33	390,060.17	141,668.80	-	117,250.20	2,606,528.31
BALANCE DUE TAX ROLL		(4,066.90)	(1,250.13)	(813.55)	(1,221.56)	(443.68)	-	(367.20)	(8,163.02)
PERCENT COLLECTED DIRECT INVOICE		100%	0%	0%	0%	100%	N/A	100%	100%
PERCENT COLLECTED TAX ROLL		100%	100%	100%	100%	100%	N/A	100%	100%
TOTAL PERCENT COLLECTED		100%	100%	100%	0%	100%	N/A	100%	100%

(1) 2012-5 HAS 5 YR CAB.
(2) SOLD DURING FY13 AND RESTRUCTURED. DEBT HAS BEEN DE-ACCELERATED.
DIRECT BILLS ARE DUE ON INSTALLMENTS. 50% DUE 12/1/16, 25% DUE 2/1/17, & FINAL 25% DUE 5/1/17

C.

Bartram Park
Community Development District

Check Register Summary
7/1/2017 - 9/30/2017

<i>Check Date</i>	<i>Check #'s</i>	<i>Total Amount</i>	
7/19/2017	815-819	\$	6,768.19
8/7/2017	820-827	\$	34,547.45
9/6/2017	828-832	\$	10,834.23
9/25/2017	833-837	\$	11,080.35
<i>Total</i>		\$	63,230.22

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/17/17

PAGE 1

*** CHECK DATES 07/01/2017 - 09/30/2017 ***

BARTRAM PARK - GENERAL FUND
BANK A BARTRAM PARK - GEN

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
7/19/17	00025	6/28/17 17-5209	201706 310-51300-48000	NOTICE OF PUBLIC HEARING	*	205.00	
				DAILY RECORD			205.00 000815
7/19/17	00001	6/20/17 5-840-30	201706 310-51300-42000	DELIVERIES THRU 06/20/17	*	27.40	
				FEDEX			27.40 000816
7/19/17	00012	7/03/17 173	201707 310-51300-34000	JUL 17-MGMT FEES	*	3,466.67	
		7/03/17 173	201707 310-51300-35100	JUL 17-IT SERVICES	*	83.33	
		7/03/17 173	201707 310-51300-35110	JUL 17-WEBSITE ADMIN	*	41.67	
		7/03/17 173	201707 310-51300-31300	JUL 17-DISSEMINATION SVCS	*	291.67	
		7/03/17 173	201707 310-51300-42000	JUL 17-POSTAGE	*	2.30	
		7/03/17 173	201707 310-51300-42500	JUL 17-COPIES	*	3.90	
				GOVERNMENTAL MANAGEMENT SERVICES			3,889.54 000817
7/19/17	00006	4/30/17 94205	201704 310-51300-31500	SERVICE THRU 04/30/2017	*	646.25	
				HOPPING GREEN & SAMS			646.25 000818
7/19/17	00056	7/03/17 252-2034	201707 310-51300-32300	TRUSTEE FEES-S2015A-2	*	2,000.00	
				THE BANK OF NEW YORK MELLON			2,000.00 000819
8/07/17	00012	8/01/17 174	201708 310-51300-34000	MANAGEMENT FEES	*	3,466.67	
		8/01/17 174	201708 310-51300-35100	IT SERVICES	*	83.33	
		8/01/17 174	201708 310-51300-35110	WEBSITE ADMIN	*	41.67	
		8/01/17 174	201708 310-51300-31300	DISSEMINATION	*	291.67	
		8/01/17 174	201708 310-51300-51000	SUPPLIES	*	15.03	
		8/01/17 174	201708 310-51300-42000	POSTAGE	*	2.30	
		8/01/17 174	201708 310-51300-42500	COPIES	*	168.90	
				GOVERNMENTAL MANAGEMENT SERVICES			4,069.57 000820

BPAR BARTRAM PARK MPHILLIPS

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/17/17

PAGE 2

*** CHECK DATES 07/01/2017 - 09/30/2017 ***

BARTRAM PARK - GENERAL FUND
BANK A BARTRAM PARK - GEN

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/07/17	00006	5/31/17 94753	201705 310-51300-31500	MAY 17 - GENERAL COUNSEL	*	147.50	
				HOPPING GREEN & SAMS			147.50 000821
8/07/17	00054	7/20/17 07202017	201707 300-20700-10800	TXFER TAX RCPTS	*	2,747.81	
				THE BANK OF NEW YORK MELLON, N.A.			2,747.81 000822
8/07/17	00051	7/20/17 07202017	201707 300-20700-10400	TXFER TZX RCPTS	*	4,222.27	
				THE BANK OF NEW YORK MELLON, N.A.			4,222.27 000823
8/07/17	00056	7/17/17 252-2034	201707 310-51300-32300	SERIES 2015A-1	*	4,000.00	
				THE BANK OF NEW YORK MELLON			4,000.00 000824
8/07/17	00057	7/20/17 07202017	201707 300-20700-10500	DUVAL COUNTY TAXES	*	13,735.93	
				THE BANK OF NEW YORK MELLON, N.A.			13,735.93 000825
8/07/17	00058	7/20/17 07202017	201707 300-20700-10600	TXFER ASSESSMENTS	*	1,498.50	
				THE BANK OF NEW YORK MELLON, N.A.			1,498.50 000826
8/07/17	00059	7/20/17 07202017	201707 300-20700-10700	TXFER TAX RCPTS	*	4,125.87	
				THE BANK OF NEW YORK MELLON, N.A.			4,125.87 000827
9/06/17	00062	8/28/17 6158	201708 310-51300-49000	AMORT SCHEDULE S2012-3	*	500.00	
				DISCLOSURE SERVICES, LLC			500.00 000828
9/06/17	00037	8/23/17 5899	201709 300-15500-10000	INSURANCE FY18	*	6,042.00	
				EGIS INSURANCE ADVISORS, LLC			6,042.00 000829
9/06/17	00001	8/22/17 5-904-83	201708 310-51300-42000	DELIVERIES THRU-8/14/17	*	27.40	
				FEDEX			27.40 000830
9/06/17	00012	9/01/17 175	201709 310-51300-34000	MANAGEMENT FEES-SEP 17	*	3,466.67	
		9/01/17 175	201709 310-51300-35100	IT SERVICES-SEP 17	*	83.33	
		9/01/17 175	201709 310-51300-35110	WEBSITE ADMIN-SEP 17	*	41.67	

BPAR BARTRAM PARK MPHILLIPS

RUN 10/17/17

PAGE 3

BARTRAM PARK - GENERAL FUND

BANK A BARTRAM PARK - GEN

BPAR BARTRAM PARK MPHILLIPS

Financial News & Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

10 N. Newnan Street
P.O. Box 1769
Jacksonville, FL 32201
(904) 356-2466

RECEIVED JUL 11 2017

INVOICE

June 28, 2017

Date

17-5209

Serial Number

Attn: Shelby Stephens
GMS, LLC
475 WEST TOWN PLACE, STE 114
SAINT AUGUSTINE FL 32092

Payment Due Upon Receipt

Preliminary Proof Of Legal Notice
(This is not a proof of publication.)

\$205.00

Amount Due

17-5209

Serial Number

6/28/2017

First Date of Publication

**BARTRAM PARK COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEAR-
ING TO CONSIDER THE
ADOPTION OF THE FISCAL
YEAR 2017/2018 BUDGETS;
AND NOTICE OF REGULAR
BOARD OF SUPERVISORS'
MEETING.**

The Board of Supervisors ("Board") of the Bartram Park Community Development District ("District") will hold a public hearing on July 26, 2017 at 11:00 a.m. at the offices of England-Thims & Miller, Inc., 14775 Old St. Augustine Road, Jacksonville, Florida 32258 for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budget") of the District for the fiscal year beginning October 1, 2017 and ending September 30, 2018 ("Fiscal Year 2017/2018"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. 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), for aid in contacting the District Manager's Office.

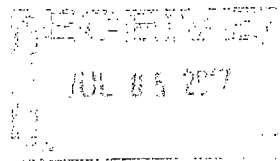
Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including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

James Oliver

District Manager

June 28, July 5

00(17-5209D)



*Please read copy of this
advertisement and advise us of any
necessary corrections before further
publications.*

*Payment is due before the
Proof of Publication is
released.*

on the world wide web at www.jaxdailyrecord.com

ue amounts will be charged a finance charge of 1.5% per month.

Governmental Management Services, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 173
Invoice Date: 7/3/17
Due Date: 7/3/17
Case:
P.O. Number:

Bill To:

Bartram Park CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees July 2017		3,466.67	3,466.67
Information Technology - July 2017		83.33	83.33
Website Administration July 2017		41.67	41.67
Dissemination Agent Services - July 2017		291.67	291.67
Postage		2.30	2.30
Copies		3.90	3.90
Total			\$3,889.54
Payments/Credits			\$0.00
Balance Due			\$3,889.54

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED JUN 21 2017

STATEMENT

May 31, 2017

Bartram Park Community Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 94205
Billed through 04/30/2017 *exp.*

General Counsel

BPCDD 00001 WSH

JUN 13 2017

FOR PROFESSIONAL SERVICES RENDERED

04/12/17	KFJ	Prepare budget approval resolution.	0.20 hrs
04/13/17	WSH	Review and revise budget approval resolution.	0.30 hrs
04/13/17	KFJ	Correspond with district manager regarding budget approval resolution.	0.10 hrs
04/19/17	WSH	Review FY 15/16 audit.	0.80 hrs
04/26/17	WSH	Prepare for and participate in board meeting.	0.80 hrs
04/28/17	CGS	Monitor proposed legislation which may impact district.	0.30 hrs

Total fees for this matter \$610.00

DISBURSEMENTS

Document Reproduction 36.25

Total disbursements for this matter \$36.25

MATTER SUMMARY

Stuart, Cheryl G.	0.30 hrs	325 /hr	\$97.50
Jusevitch, Karen F.- Paralegal	0.30 hrs	125 /hr	\$37.50
Haber, Wesley S.	1.90 hrs	250 /hr	\$475.00

TOTAL FEES \$610.00

TOTAL DISBURSEMENTS \$36.25

TOTAL CHARGES FOR THIS MATTER \$646.25

BILLING SUMMARY

Stuart, Cheryl G.	0.30 hrs	325 /hr	\$97.50
Jusevitch, Karen F.- Paralegal	0.30 hrs	125 /hr	\$37.50
Haber, Wesley S.	1.90 hrs	250 /hr	\$475.00

TOTAL FEES	\$610.00
TOTAL DISBURSEMENTS	\$36.25
TOTAL CHARGES FOR THIS BILL	\$646.25

Please include the bill number on your check.



BNY MELLON

The Bank of New York Mellon
Trust Company, N.A.

INVOICE

DOR 26



RECEIVED JUL 11 2017

000145 XBFRSDD1

BARTRAM PARK COMMUNITY DEVELOPMENT
DISTRICT, C/O GMS, LLC.
ATTN: JIM OLIVER
475 WEST TOWN PLACE, SUITE 114 WORLD GOLF VILLAGE
ST. AUGUSTINE, FL 32092

Invoice Number: 252-2034063
Account Number: BARTRAM-A2
Invoice Date: 03-Jul-17
Cycle Date: 01-Jul-17
Administrator: Thomas Radicioni
Phone Number: (904) 645-1985
Currency: USD

BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE REFUNDING
BONDS, SERIES 2015A-2

	Quantity	Rate	Proration	Subtotal	Total
<u>Flat</u>					
Administration Fee					2,000.00
For the period: July 01, 2017 to June 30, 2018					
<u>One Time Charges</u>					
Redemption Notice Fee					0.00

Invoice Total: 2,000.00

Satisfied To Date: 0.00

Balance Due: 2,000.00

Terms: Payable upon receipt. Please reference the invoice and account number with your remittance.
Our Tax ID Number is 95-3571558. Please fax Taxpayer Certification requests to (732) 667-9576.
The Bank of New York Mellon Trust Company, N.A is located at 400 South Hope Street - Suite 400,
Los Angeles, CA 90071

Check Payment Instructions:
The Bank of New York Mellon
Corporate Trust Department
P.O. Box 392013
Pittsburgh, PA 15251-9013
Please enclose billing stub.

Wire and ACH Payment Instructions:
The Bank of New York Mellon
ABA Number 021000018
Account Number 8901245259

Please reference Invoice Number: 252-2034063

Billing Stub

BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES
2015A-2

Invoice Number: 252-2034063
Account Number: BARTRAM-A2
Invoice Date: 03-Jul-17
Cycle Date: 01-Jul-17
Administrator: Thomas Radicioni
Phone Number: (904) 645-1985
Amount: 2,000.00 USD

0000006136572520203406300000000000002000004

000145 XBFRSDD1 000145

Governmental Management Services, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 174
Invoice Date: 8/1/17
Due Date: 8/1/17
Case:
P.O. Number:

Bill To:
Bartram Park CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees August 2017 34		3,466.67	3,466.67
Information Technology - August 2017 351		83.33	83.33
Website Administration August 2017 3511		41.67	41.67
Dissemination Agent Services - August 2017 313		291.67	291.67
Office Supplies 51		15.03	15.03
Postage 42		2.30	2.30
Copies 423		168.90	168.90
Total			\$4,069.57
Payments/Credits			\$0.00
Balance Due			\$4,069.57

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED JUL 25 2017

===== STATEMENT =====

May 31, 2017

Bartram Park Community Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 94753
Billed through 05/31/2017

exp.

General Counsel

BPCDD 00001 WSH

JUL 14 2017

FOR PROFESSIONAL SERVICES RENDERED

05/03/17	WSH	Respond to auditor inquiry.	0.20 hrs
05/31/17	CGS	Monitor proposed legislation which may impact district.	0.30 hrs
Total fees for this matter			\$147.50

MATTER SUMMARY

Stuart, Cheryl G.	0.30 hrs	325 /hr	\$97.50
Haber, Wesley S.	0.20 hrs	250 /hr	\$50.00

TOTAL FEES \$147.50

TOTAL CHARGES FOR THIS MATTER \$147.50

BILLING SUMMARY

Stuart, Cheryl G.	0.30 hrs	325 /hr	\$97.50
Haber, Wesley S.	0.20 hrs	250 /hr	\$50.00

TOTAL FEES \$147.50

TOTAL CHARGES FOR THIS BILL \$147.50

Please include the bill number on your check.

Bartram Park CDD

GENERAL FUND

Check Request

Date	Amount	Authorized By
July 20, 2017	\$2,747.81	Maggie Phillips

Payable to:

Vendor #54 - BNY MELLON C/O BPCDD S2012-2

Date Check Needed:

Budget Category:

7/20/2017	001.300.20700.10800
-----------	---------------------

Intended Use of Funds Requested:

TXFER TAX RCPTS FROM DUVAL COUNTY

(Attach supporting documentation for request.)

Bartram Park CDD

GENERAL FUND

Check Request

<i>Date</i>	<i>Amount</i>	<i>Authorized By</i>
July 20, 2017	\$4,222.27	Maggie Phillips

Payable to:

Vendor #51 - BNY MELLON C/O BPCDD S2012-1

Date Check Needed:

Budget Category:

7/20/2017	001.300.20700.10400
-----------	---------------------

Intended Use of Funds Requested:

TXFER TAX RCPTS FROM DUVAL COUNTY
(Attach supporting documentation for request.)



DOR 13



BNY MELLON

The Bank of New York Mellon
Trust Company, N.A.

INVOICE

RECEIVED JUL 25 2017

000062 XBFRSD01

BARTRAM PARK COMMUNITY DEVELOPMENT
DISTRICT, C/O GMS, LLC.
ATTN: JIM OLIVER
475 WEST TOWN PLACE, SUITE 114 WORLD GOLF VILLAGE
ST. AUGUSTINE, FL 32092Invoice Number: 252-2034062
Account Number: BARTRAM15-A1
Invoice Date: 17-Jul-17
Cycle Date: 01-Jul-17
Administrator: Thomas Radicioni
Phone Number: (904) 645-1985
Currency: USDBARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE REFUNDING
BONDS, SERIES 2015A-1

	Quantity	Rate	Proration	Subtotal	Total
<u>Flat</u>					
Trustee Fee					4,000.00
For the period: July 01, 2017 to June 30, 2018			310-513-323		

Invoice Total: 4,000.00

Satisfied To Date: 0.00

Balance Due: 4,000.00

Terms: Payable upon receipt. Please reference the invoice and account number with your remittance.
Our Tax ID Number is 95-3571558. Please fax Taxpayer Certification requests to (732) 667-9576.
The Bank of New York Mellon Trust Company, N.A is located at 400 South Hope Street - Suite 400,
Los Angeles, CA 90071Check Payment Instructions:
The Bank of New York Mellon
Corporate Trust Department
P.O. Box 392013
Pittsburgh, PA 15251-9013
Please enclose billing stub.Wire and ACH Payment Instructions:
The Bank of New York Mellon
ABA Number 021000018
Account Number 8901245259

Please reference Invoice Number: 252-2034062

Billing Stub

BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES
2015A-1Invoice Number: 252-2034062
Account Number: BARTRAM15-A1
Invoice Date: 17-Jul-17
Cycle Date: 01-Jul-17
Administrator: Thomas Radicioni
Phone Number: (904) 645-1985
Amount: 4,000.00 USD

000000613828252120340620000000000004000008

000062 XBFRSD01 000062

Bartram Park CDD

GENERAL FUND

Check Request

<i>Date</i>	<i>Amount</i>	<i>Authorized By</i>
<i>July 20, 2017</i>	<i>\$13,735.93</i>	<i>Maggie Phillips</i>

Payable to:

<i>Vendor #57 - BNY MELLON C/O Bartram Park - Series 2015</i>

Date Check Needed:

Budget Category:

<i>7/20/2017</i>	<i>001.300.20700.10500</i>
------------------	----------------------------

Intended Use of Funds Requested:

<i>DUVAL COUNTY TAXES</i>
<i>(Attach supporting documentation for request.)</i>

BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT
Fiscal Year 2017 Summary of Assessment Receipts

	UNITS	SERIES 2005/2015A1-2 ASSESSED DEBT	SERIES 2012-1 ASSESSED DEBT	SERIES 2012-2 ASSESSED DEBT	SERIES 2012-3 ASSESSED DEBT	SERIES 2012-4 ASSESSED DEBT	SERIES 2012-5 ASSESSED DEBT	FY17 O&M ASSESSED	TOTAL ASSESSED
DIRECT BILLS ASSESSED - NET									
SCOTT KASSEL	28	16,411.92	-	-	-	-	-	875.00	17,286.92
PULTE HOME CORPORATION	144	84,404.16	-	-	-	-	-	4,500.00	88,904.16
SUBTOTAL SERIES 2005/2015	172	100,816.08	-	-	-	-	-	5,375.00	106,191.08
MATTAMY (JAX) PARTNERSHIP - TR25A - 2012-5	90	-	-	-	-	-	284,915.00	4,812.50	289,727.50
STANDARD PACIFIC, (2) - TR 24 - 2012-4	84	-	-	-	-	163,800.00	-	2,625.00	166,425.00
SUBTOTAL SERIES 2012	174	-	-	-	-	163,800.00	284,915.00	7,437.50	458,152.50
TOTAL DIRECT BILLS ASSESSED NET	346	100,816.08	-	-	-	163,800.00	284,915.00	12,812.50	562,343.58
TOTAL NET TAX ROLL ASSESSED NET	3,744	1,294,529.90	397,923.88	258,964.78	388,838.61	141,225.12	-	116,683.00	2,598,355.29
TOTAL DISTRICT ASSESSMENTS NET	4,090	1,395,345.98	397,923.88	258,964.78	388,838.61	305,025.12	284,915.00	129,695.50	3,160,708.87

	UNITS	SERIES 2005/2015A1-2 RECEIVED DEBT	SERIES 2012-1 RECEIVED DEBT	SERIES 2012-2 RECEIVED DEBT	SERIES 2012-3 RECEIVED DEBT	SERIES 2012-4 RECEIVED DEBT	SERIES 2012-5 RECEIVED DEBT	FY17 O&M RECEIVED	TOTAL RECEIVED
DIRECT BILLS RECEIVED									
SCOTT KASSEL	28	16,411.92	-	-	-	-	-	875.00	17,286.92
PULTE HOME CORPORATION	144	84,404.16	-	-	-	-	-	4,500.00	88,904.16
SUBTOTAL SERIES 2005/2015	172	100,816.08	-	-	-	-	-	5,375.00	106,191.08
MATTAMY (JAX) PARTNERSHIP - TR25A - 2012-5	90	-	-	-	-	-	284,915.00	4,812.50	289,727.50
STANDARD PACIFIC, (2) - TR 24 - 2012-4	84	-	-	-	-	163,800.00	-	2,625.00	166,425.00
SUBTOTAL SERIES 2012	174	-	-	-	-	163,800.00	284,915.00	7,437.50	458,152.50
TOTAL DIRECT BILLS RECEIVED	346	100,816.08	-	-	-	163,800.00	284,915.00	12,812.50	562,343.58

BALANCE DUE DIRECT INVOICES

028- 023- 024- 025- 026

SUMMARY TAX ROLL COLLECTIONS - SERIES 2015/2012									
DUVAL COUNTY DISTRIBUTION	DATE	SERIES 2015 DEBT RECEIVED	SERIES 2012-1 DEBT RECEIVED	SERIES 2012-2 DEBT RECEIVED	SERIES 2012-3 DEBT RECEIVED	SERIES 2012-4 DEBT RECEIVED	SERIES 2012-5 DEBT RECEIVED	FY17 O&M RECEIVED	TOTAL TAX ROLL RECEIPTS
1	11/7/2016	4,272.75	1,313.40	854.74	1,283.41	466.13	-	385.79	8,576.22
2	11/21/2016	69,950.54	21,502.01	13,993.29	21,011.08	7,631.17	-	5,315.82	140,403.91
3	12/5/2016	43,538.67	13,383.30	8,709.71	13,077.73	4,749.80	-	3,931.11	87,390.32
4	12/12/2016	1,086,916.57	334,105.89	217,432.68	326,477.69	118,575.81	-	98,137.61	2,181,646.25
5	12/15/2016	20,775.29	6,398.09	4,158.00	6,240.28	2,266.45	-	1,875.81	41,699.92
6	12/28/2016	8,116.55	2,494.94	1,823.68	2,437.97	885.46	-	732.84	16,291.44
7	1/10/2017	10,493.32	3,225.63	2,099.14	3,151.08	1,144.76	-	947.43	21,062.06
8	1/20/2017	7,574.01	2,328.16	1,515.15	2,275.01	826.28	-	683.85	15,202.46
9	2/6/2017	4,052.33	1,245.64	810.65	1,217.20	442.08	-	365.88	8,133.78
10	2/17/2017	4,591.88	1,411.49	918.58	1,379.28	500.94	-	414.61	9,216.76
11	3/9/2017	11,132.43	3,421.98	2,226.99	3,343.85	1,214.48	-	1,005.15	22,344.88
12	3/22/2017	3,390.02	1,042.05	678.16	1,018.26	369.83	-	306.08	6,804.40
13	4/7/2017	6,178.07	1,899.07	1,235.89	1,855.71	673.99	-	557.82	12,400.55
14	4/21/2017	1,234.46	379.46	246.95	370.80	134.67	-	111.46	2,477.80
15	5/5/2017	691.49	304.77	198.34	297.81	108.17	-	89.53	1,990.11
16	5/18/2017	1,652.49	507.96	330.57	495.36	180.28	-	149.19	3,316.85
17	6/6/2017	-	-	-	-	-	-	-	-
TAX CERTIFICATES	6/21/2017	13,735.93	4,222.27	2,747.61	4,125.87	1,498.50	-	1,240.22	27,570.80
TOTAL TAX ROLL RECEIPTS		1,298,596.80	399,174.01	259,778.33	390,060.17	141,668.80	-	117,250.20	2,606,528.31

BALANCE DUE TAX ROLL (4,066.90) (1,250.13) (813.55) (1,221.56) (443.68) - (367.20) (8,163.02)

PERCENT COLLECTED DIRECT INVOICE	100%	0%	0%	0%	100%	N/A	100%	100%
PERCENT COLLECTED TAX ROLL	100%	100%	100%	100%	100%	N/A	100%	100%
TOTAL PERCENT COLLECTED	100%	100%	100%	0%	100%	N/A	100%	100%

(1) 2012-5 HAS 5 YR CAB.
(2) SOLD DURING FY13 AND RESTRUCTURED. DEBT HAS BEEN DE-ACCELERATED.
DIRECT BILLS ARE DUE ON INSTALLMENTS. 50% DUE 12/1/16, 25% DUE 2/1/17, & FINAL 25% DUE 5/1/17

Bartram Park CDD

GENERAL FUND

Check Request

<i>Date</i>	<i>Amount</i>	<i>Authorized By</i>
<i>July 20, 2017</i>	<i>\$1,498.50</i>	<i>Maggie Phillips</i>

Payable to:

<i>Vendor #58 - BNY MELLON C/O Bartram Park - Series 2012-4</i>

Date Check Needed:

Budget Category:

<i>7/20/2017</i>	<i>001.300.20700.10600</i>
------------------	----------------------------

Intended Use of Funds Requested:

<i>TXFER ASSESSMENTS DIRECT FRM STANDARD PACIFIC</i>
<i>CHK#72018926 DATED 4/7/2017</i>
<i>(Attach supporting documentation for request.)</i>

Bartram Park CDD

GENERAL FUND

Check Request

Date	Amount	Authorized By
July 20, 2017	\$4,125.87	Maggie Phillips

Payable to:

Vendor #59 - BNY MELLON C/O Bartram Park - Series 2012-3
--

Date Check Needed:

Budget Category:

7/20/2017	001.300.20700.10700
-----------	---------------------

Intended Use of Funds Requested:

TXFER TAX RCPTS FROM DUVAL CTY
AND CHK#72017480 STANDARD PAC
(Attach supporting documentation for request.)

Disclosure Services, LLC

Attn: Mary Danielsen
152 Lincoln Avenue
Winter Park, FL 32789

Phone # 407-622-0296
Fax # 407-622-0135
E-mail mdanielsen@disclosureservices.info

Invoice

Date	Invoice #
8/28/2017	6158

Bill To
Bartram Park CDD GMS N FL

Terms	Due Date
Due on receipt	8/28/2017

Description	Amount
Amortization Schedule Series 2012-3 5/1/17 prepay \$175k 310,513,490	500.00
	Total \$500.00
	Payments/Credits \$0.00
	Balance Due \$500.00



Bartram Park Community Development District
 c/o Governmental Management Services
 5385 North Nob Hill Road
 Sunrise, FL 33351

INVOICE

Customer	Bartram Park Community Development District
Date	08/23/2017
Customer Service	Michelle Thomas
Page	1 of 1

Payment Information	
Invoice Summary	6,042.00
Payment Amount	
Payment for	Invoice#5899
100117146	

Thank You

Please detach and return with payment

Customer: Bartram Park Community Development District

Invoice	Effective	Transaction	Description	Amount
5899	10/01/2017	Renew policy	Policy #100117146 10/01/2017-10/01/2018 Florida Insurance Alliance GL,POL,EPLI,EBL,HNO - Renew policy Due Date: 9/22/2017 001,300.155.100 exp. 09/2017	6,042.00
				Total
				6,042.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
 Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oakawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC	(321)320-7665	Date
Lockbox 234021 PO Box 84021		08/23/2017
Chicago, IL 60689-4002	cbitner@egisadvisors.com	

Governmental Management Services, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 175
Invoice Date: 9/1/17
Due Date: 9/1/17
Case:
P.O. Number:

Bill To:
Bartram Park CDD
476 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees September 2017 310, 513, 340		3,466.67	3,466.67
Information Technology - September 2017 351		83.33	83.33
Website Administration September 2017 351/0		41.67	41.67
Dissemination Agent Services - September 2017 313		291.67	291.67
Postage 425		0.92	0.92
Copies 425		17.55	17.55
Telephone 410		20.02	20.02
Total			\$3,921.83
Payments/Credits			\$0.00
Balance Due			\$3,921.83

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED AUG 22 2017

STATEMENT

July 31, 2017

Bartram Park Community Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 95316
Billed through 06/30/2017

EXPL

Jun 17 - General
Counsel
310.513.315

General Counsel

BPCDD 00001

WSH

FOR PROFESSIONAL SERVICES RENDERED

06/06/17	KFJ	Prepare budget hearing documents.	0.40 hrs
06/07/17	KFJ	Confer with Haber regarding budget documents.	0.20 hrs
06/12/17	WSH	Review and respond to correspondence from Fulks regarding correction to tax roll and collection of assessments.	0.60 hrs
06/19/17	WSH	Review and revise budget notice and resolution; confer with Jusevitch regarding same.	0.20 hrs
06/19/17	KFJ	Confer with Haber regarding budget hearing documents.	0.20 hrs
06/20/17	KFJ	Correspond with district manager regarding budget hearing documents.	0.20 hrs
06/30/17	SSW	Research implementation of Senate Bill 80 amending public records law; prepare memorandum regarding same.	0.10 hrs
Total fees for this matter			\$343.00

MATTER SUMMARY

Jusevitch, Karen F.- Paralegal	1.00 hrs	125 /hr	\$125.00
Warren, Sarah S.	0.10 hrs	180 /hr	\$18.00
Haber, Wesley S.	0.80 hrs	250 /hr	\$200.00

TOTAL FEES

\$343.00

TOTAL CHARGES FOR THIS MATTER

\$343.00

BILLING SUMMARY

Jusevitch, Karen F.- Paralegal	1.00 hrs	125 /hr	\$125.00
Warren, Sarah S.	0.10 hrs	180 /hr	\$18.00
Haber, Wesley S.	0.80 hrs	250 /hr	\$200.00

=====

TOTAL FEES

\$343.00

TOTAL CHARGES FOR THIS BILL

\$343.00

Please include the bill number on your check.

Financial News & Daily Record

A Division of

DAILY RECORD & OBSERVER, LLC

10 N. Newnan Street
P.O. Box 1769
Jacksonville, FL 32201
(904) 356-2466

INVOICE

September 1, 2017

Date

17-07270D

Serial Number

Attn: Shelby Stephens
GMS, LLC
475 WEST TOWN PLACE, STE 114
SAINT AUGUSTINE FL 32092

Payment Due Upon Receipt

Preliminary Proof Of Legal Notice
(This is not a proof of publication.)

310, 313, 4400

\$72.00

Amount Due

NOTICE OF MEETINGS BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Bartram Park Community Development District will hold their regularly scheduled public meetings for Fiscal Year 2018 at 11:00 a.m. at England-Thims & Miller, Inc., 14775 Old St. Augustine Road, Jacksonville, Florida 32258, on the fourth Wednesday of the months listed (*unless notated otherwise) as follows:

October 25, 2017
January 24, 2018
April 25, 2018
July 25, 2018

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or other individuals may participate by speaker telephone.

Any person requiring special accommodations for the meetings because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at the meetings 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 such appeal is to be based.

James Oliver
District Manager

Sept. 1 00 (17-07270D)

17-07270D

Serial Number

9/1/2017

First Date of Publication

Please read copy of this advertisement and advise us of any necessary corrections before further publications.

Payment is due before the Proof of Publication is released.

Your notice can be found on the world wide web at www.jaxdailyrecord.com

TERMS: Net 30 days. Past due amounts will be charged a finance charge of 1.5% per month.

Governmental Management Services, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 176
Invoice Date: 9/19/17
Due Date: 9/19/17
Case:
P.O. Number:

Bill To:
Bartram Park CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Assessment Roll Administration FY 2018		7,500.00	7,500.00
001.300.155100 EXP 09/30A			
Total			\$7,500.00
Payments/Credits			\$0.00
Balance Due			\$7,500.00

Grau and Associates

2700 N. Military Trail, Suite 350
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

Bartram Park Community Development District
5385 N Nob Hill Rd
Sunrise, FL 33351

Invoice No. 16009
Date 09/06/2017

SERVICE	AMOUNT
Arbitrage Series 2015 FYE 06/30/2017	\$ <u>1,200.00</u>
Current Amount Due	\$ <u>1,200.00</u>

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
1,200.00	0.00	0.00	0.00	0.00	1,200.00

Payment due upon receipt.

Grau and Associates

2700 N. Military Trail, Suite 350
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

Bartram Park Community Development District
5385 N Nob Hill Rd
Sunrise, FL 33351

Invoice No. 16015
Date 09/06/2017

SERVICE	AMOUNT
Arbitrage Series 2012 FYE 05/31/2017	\$ 1,200.00
Current Amount Due	\$ 1,200.00

310,513.312

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
2,400.00	0.00	0.00	0.00	0.00	2,400.00

Payment due upon receipt.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

August 31, 2017

Bartram Park Community Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 95849
Billed through 07/31/2017

EXP!

General Counsel

BPCDD 00001 WSH

FOR PROFESSIONAL SERVICES RENDERED

07/05/17 WSH Review and revise April minutes and confer with Stephens regarding same. 0.30 hrs

07/17/17 WSH Review correspondence regarding units outside district boundary; confer with Fulks, Oliver, Maggiore and Lancaster regarding same. 1.10 hrs

07/18/17 WSH Review past boundary amendments and related maps; confer with Steinle regarding legal description; review correspondence regarding estoppel letter and confer with Oliver. 1.60 hrs

07/18/17 KFJ Confer with Haber regarding boundary amendment ordinance. 0.20 hrs

07/25/17 WSH Prepare for July board meeting. 0.30 hrs

07/26/17 WSH Prepare for and participate in July board meeting. 0.90 hrs

07/31/17 JBC Analyze records retention rules update; prepare memorandum regarding same. 0.10 hrs

Total fees for this matter \$1,093.00

MATTER SUMMARY

Cooksey, Jennings B.	0.10 hrs	180 /hr	\$18.00
Jusevitch, Karen F.- Paralegal	0.20 hrs	125 /hr	\$25.00
Haber, Wesley S.	4.20 hrs	250 /hr	\$1,050.00

TOTAL FEES \$1,093.00

TOTAL CHARGES FOR THIS MATTER

\$1,093.00

BILLING SUMMARY

Cooksey, Jennings B.	0.10 hrs	180 /hr	\$18.00
Jusevitch, Karen F.- Paralegal	0.20 hrs	125 /hr	\$25.00
Haber, Wesley S.	4.20 hrs	250 /hr	\$1,050.00

=====	
TOTAL FEES	\$1,093.00

TOTAL CHARGES FOR THIS BILL	\$1,093.00

Please include the bill number on your check.