## BARTRAM PARK

Community Development District

October 28, 2020

### Bartram Park

### Community Development District

475 West Town Place, Suite 114, St. Augustine, FL 32092 Phone: 904-940-5850 - Fax: 904-940-5899

October 21, 2020

Board of Supervisors Bartram Park Community Development District

Dear Board Members:

The Bartram Park Community Development District Board of Supervisors will be held Wednesday, October 28, 2020 at 11:00 a.m. via *ZOOM*. Following is the advance agenda for this meeting:

### **Regular Meeting**

- I. Roll Call
- II. Public Comment
- III. Affidavits of Publication
- IV. Minutes
  - A. Approval of Minutes of the July 22, 2020 Meeting
  - B. Acceptance of Minutes of the July 22, 2020 Audit Committee Meeting
- V. Update Regarding Racetrack Road Improvements Project
- VI. Ratification of Grant Easement and Agreement with JEA Regarding Relocation of Transmission Line
- VII. Ratification of Audit Engagement Letter for FY20 with Grau & Associates
- VIII. Other Business
  - IX. Staff Reports
    - A. Attorney
    - B. Engineer
    - C. Manager
  - X. Audience Comments
- XI. Supervisor's Requests
- XII. Financial Reports
  - A. Balance Sheet and Statement of Revenues & Expenditures for the Period Ending September 30, 2020
  - B. Assessment Receipt Schedules
  - C. Approval of Check Register
  - D. Ratification of TIFF Funding Request No. 3 & 4
- XIII. Next Scheduled Meeting January 27, 2021 @ 11:00 a.m. at the Office of England, Thims & Miller located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258
- XIV. Adjournment

The fourth order of business is the approval of July 22, 2020 meeting minutes & the July 22, 2020 audit committee minutes. A copy of the minutes are enclosed for your review.

The fifth order of business is an update regarding Racetrack Road improvements project.

The sixth order of business is the ratification of grant easement and agreement with JEA regarding relocation of transmission line. A copy of the agreement is enclosed for your review.

The seventh order of business is the ratification of audit engagement letter for FY20 with Grau & Associates. A copy of the letter is enclosed for your review.

Listed under financial reports is the balance sheet and statement of revenues & expenditures, assessment receipt schedules, check register, and funding requests for your review

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

Sincerely,

James Oliver

James Oliver District Manager Cc: Wes Haber Matt Maggiore Darrin Mossing



### Bartram Park Community Development District Agenda

Wednesday October 28, 2020 11:00 a.m.

Zoom
Meeting ID: 982 1138 3736
Passcode: 838755
bartramparkedd.com
Zoom Call In # 1-301-715-8592

### **Regular Meeting**

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A.

### 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 22, 2020** at 11:05 a.m. via Zoom Teleconference.

Present and constituting a quorum were:

James GriffithVice ChairmanJoan NeroSupervisorPatricia EvertSupervisorDon SmithSupervisor

Also present were:

Jim OliverDistrict ManagerWes HaberDistrict CounselMatt MaggioreDistrict Engineer

Art Lancaster Eastland Development Group

#### FIRST ORDER OF BUSINESS Roll Call

Mr. Oliver stated the meeting was already called to order and that the Audit Committee meeting was held prior to the regular Board meeting.

### SECOND ORDER OF BUSINESS Public Comment

A resident noted that he was attending the meeting via Zoom but had no comments at this time.

### THIRD ORDER OF BUSINESS Affidavit of Publication

Mr. Oliver stated that multiple public hearings were being held today, and they had been noticed in The Daily Record on June 21<sup>st</sup> and June 22<sup>nd</sup>. The Budget Hearing was advertised in The Daily Record on June 22<sup>nd</sup> and June 29<sup>th</sup>. This item required no action by the Board.

### FOURTH ORDER OF BUSINESS Minutes

### A. Approval of Minutes of the April 22, 2020 Meeting

Mr. Oliver presented the April 22, 2020 meeting minutes and asked for any comments, corrections, or changes to the minutes. The Board had no changes.

On MOTION by Mr. Griffith, seconded by Mr. Smith, with all in favor, the Minutes of the April 22, 2020 Meeting, were approved.

### B. Acceptance of the Minutes of the April 22, 2020 Audit Committee Meeting

Mr. Oliver asked for a motion to accept the Minutes of the April 22, 2020 Audit Committee Meeting.

On MOTION by Mr. Griffith, seconded by Mr. Smith, with all in favor, the Minutes of the April 22, 2020 Audit Committee Meeting were accepted.

### EIGHTH ORDER OF BUSINESS

Consideration of Easement and Agreement with JEA Regarding Relocation of Transmission Line

\*This item was taken out of order.

Mr. Oliver stated they would move to item eight and Mr. Lancaster and Mr. Haber would update the Board on this matter. Mr. Lancaster stated that part of the negotiations has involved JEA and they were currently running a new transmission line. This is an active project and there are poles along US1. They are large power poles and include a main transmission line. They run down US1, turn on Racetrack Road, and run the full length of Racetrack Road. JEA is aware of the widening project and the transmission line project and Mr. Lancaster had raised concerns of the timing and costs of the relocation of those lines.

Mr. Lancaster stated that JEA had approached them looking for an easement within the first thirty feet of their property line. Mr. Lancaster explained to them that was actually owned by the CDD. Mr. Lancaster stated that he told JEA he was not sure the CDD would be willing to grant an easement if the Board knew at some point in time it would come back on whoever built the road and carry the cost. Mr. Lancaster pointed out the easement for the Board, and noted that Wes Haber had reviewed it. It is what they finalized in negotiations with JEA. Mr. Lancaster noted that if they needed to put in transmission lines today, they would grant them an easement

until the road is widened. At that time a performance clause would be added to the Easement Agreement that it would be on JEA to come out and move the poles at their costs. The exhibit shows both the current design alignment and the future design alignment of where the poles would be moved to. This would include 7 poles and put \$1,500,000 back on JEA to perform at some future point in time.

Mr. Haber reviewed the legal aspect of the project. He added this issue is coming before the Board because the CDD owns the right of way. The CDD acquired the right of way in the early days of establishment because the widening of Racetrack Road was part of the overall improvement plan for the CDD. The CDD is playing a role now because JEA is looking to construct transmission lines and those lines need to go on the CDD property. Legally, they need the CDD's authorization to do that. With respect to the road widening project that may happen in the future, those lines would need to be moved to accommodate the road widening, so the CDD is stating to JEA they would grant the easement but when the road is widened JEA will foot the bill for moving the transmission lines to accommodate the widening of the road. The two documents that were circulated include the easement which grants the authority to put the transmission lines on the property and specifies that JEA will pay for the relocation. The second document is the Relocation Agreement, which specifies the terms and conditions under which JEA will be obligated to relocate the transmission lines if that road gets widened. This does not obligate the CDD in anyway as it relates to spending any money.

Ms. Evert stated she did not recall reading any end date that this must be completed by if they were to postpone. Mr. Haber noted that this is a condition of the easement and as long as that easement remains the terms of that easement would apply, meaning that they would have the obligation to relocate the poles if the road gets widened.

Mr. Griffith asked about the poles going in on Racetrack Road and if a crash knocks one down on the CDD property, if the CDD is liable in anyway. Mr. Haber clarified that it was the CDD's property and JEA's easement on the CDD's property. He stated if there was an accident and were looking to sue, most likely JEA and the CDD would be named in a lawsuit just by virtue of JEA's ownership of the poles, and the CDD for granting the right to put in the poles. He stated, typically in such cases, the CDD has a pretty strong case that the fault or cause of the accident was reckless driving not the poles. He added that the CDD had sovereign immunity and liability insurance. Mr. Haber added, however, that the poles on CDD property do expose the

CDD to some risks. Mr. Griffith added that the poles seemed to closer to the road than the current telephone poles or powerlines that are further out. Mr. Haber referred to Matt Maggiore, the Engineer, abouts his thoughts on the guidelines or ordinances as to how JEA installed those poles and the distance from the road.

Mr. Maggiore stated that generally JEA would be placing poles outside of what is known as the Roadway clear zone. Mr. Griffith added he just wanted to make sure we were not setting themselves up for getting sued.

Mr. Lancaster stated that the other option is what they did to the parcels next door. They will just take the easement. They will leave the land and take the easement. So the reality is they're going to put the easement there one way or the other. But if they said no, then they wouldn't get the benefit of the powerline relocation cost. Mr. Lancaster stated this was much more advantageous for the Board to be able to get something out of it.

Mr. Oliver asked if they were in a position to consider a motion. Mr. Haber stated that there still may be input from JEA on the documents. Mr. Haber noted the JEA relocation agreement has language that states the District shall not have any obligation to issue bonds or levy assessments. That is to make clear that this is not intended to be a financial obligation for the CDD. He stated that they do not anticipate any pushback from JEA on that language. It would make sense to have a motion to approve both documents in substantial form. Mr. Haber suggested delegating the Chairman, or another Board member, authority for final review and execution.

On MOTION by Ms. Evert, seconded by Mr. Griffith, with all in favor, the Easement and Agreement with JEA Regarding Relocation of Transmission Lines, Authorization for the Chairman to Review and Execute the Agreement, was approved.

### FIFTH ORDER OF BUSINESS Public Hearing

## A. Consideration of Resolution 2020-08, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2021

Mr. Oliver gave an overview of the Budget. Mr. Oliver stated the budget is a no change budget, assessments will stay the same for the general fund which is \$33.75 per unit on an annual basis. The only change would be the annual audit, which was budgeted at \$4,000 and based on

the proposal from Grau that would change to \$3,400. Mr. Oliver asked for a motion to open the Budget Public Hearing.

On MOTION by Mr. Griffith, seconded by Mr. Smith, with all in favor, Opening the Public Hearing, was approved.

Mr. Oliver asked if the only member of the public attending had questions. There were no comments or questions. Mr. Oliver then asked for a motion to close the Public Hearing.

On MOTION by Mr. Griffith, seconded by Mr. Smith, with all in favor, Closing the Public Hearing, was approved.

Mr. Haber stated the first Resolution was the Budget Adoption Resolution. If there were no questions or concerns on the budget as a Board then Resolution 2020-08 would be formal action adopting the budget. The approved budget would be posted on the website.

On MOTION by Mr. Griffith, seconded by Mr. Smith, with all in favor, Resolution 2020-08 Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2021, was approved.

## B. Consideration of Resolution 2020-09, Imposing Special Assessments and Certifying an Assessment Roll

Mr. Haber stated Resolution is 2020-09 is the Assessment Resolution and it does two things. It certifies debt assessments for collection, as there are outstanding bonds. Those assessments are levied for the term of the bonds, and this certifies that those assessments should go to Duval County to be collected on the tax roll. It also levies and imposes the O&M assessment and is for an amount that is equal to or less than the amount that was levied in prior years. Mr. Haber stated this also certifies those amounts to be collected by the county on the tax roll. The resolution makes findings that the items listed in the budget are necessary and provide benefit to the landowners subject to those assessments. Mr. Haber added that the adoption of this resolution will formally levy those assessments and certify them to the county for collection.

On MOTION by Mr. Griffith, seconded by Mr. Smith, with all in favor Resolution 2020-09 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

### SIXTH ORDER OF BUSINESS

Public Hearing to Adopt Amended and Restated Rules of Procedure; Consideration of Resolution 2020-10

Mr. Haber stated in prior meetings the Board had been provided the Rules of Procedure and changes to the rules. He added that the document controls several items including how the District conduct its meetings, what it is required to do by way of notices, etc. Pages 22-64 deal with Procurement, which as a mature District they are doing less of. It includes what they are required to do for the procurement of construction services, materials, maintenance services, etc. He noted occasionally the legislature changes the law, and his firm does a review of changes in the law and makes changes and updates appropriate to the Rules of Procedure. He noted many of their Districts have adopted these already, and the changes do not affect the day to day operation of the District.

Mr. Oliver asked for a motion to Open the Public Hearing.

On MOTION by Ms. Evert, seconded by Ms. Nero, with all in favor, Opening the Public Hearing, was approved.

Mr. Oliver asked for comments from the public. There being none, he asked for a motion to close the Public Hearing.

On MOTION by Mr. Griffith, seconded by Mr. Smith, with all in favor, Closing the Public Hearing, was approved.

Mr. Oliver then asked for motion to adopt Resolution 2020-10.

On MOTION by Mr. Griffith, seconded by Ms. Nero, with all in favor, Adopting the Amended and Restated Rules of Procedure; Resolution 2020-10, was approved.

### SEVENTH ORDER OF BUSINESS

**Update Regarding Racetrack Road Improvements Project** 

Mr. Oliver stated this had been covered and he had nothing further to add.

### NINETH ORDER OF BUSINESS Acceptance of Audit Committee Suggestions

Mr. Oliver stated earlier today the Audit Committee met and they ranked the one proposal received from the Audit Services RFP, the proposal was from Grau & Associates. He asked the Board to accept the Audit Committee's recommendation that Grau be awarded the contract. Mr. Oliver added that staff would adopt an Engagement Letter to Grau & Associates.

On MOTION by Mr. Griffith, seconded by Mr. Smith, with all in favor, Acceptance of the Audit Committee Recommendation Recommending Grau & Associates to Perform Auditing Services, was approved.

### TENTH ORDER OF BUSINESS

**Other Business** 

There being none, the next item followed.

#### **ELEVENTH ORDER OF BUSINESS**

**Staff Reports** 

#### A. Attorney

There being none, the next item followed.

### B. Engineer

Mr. Maggiore stated at a prior meeting Supervisor Griffith asked about a bump on Racetrack Road. Mr. Maggiore contacted the county again this week to stay on them regarding that and he is hoping to get some resolution there. He noted with COVID everything was shut down and everyone was sent home. Mr. Maggiore added he would stay on it and report back on that issue.

### C. Manager

### i. Discussion of Meeting Schedule for Fiscal Year 2021

Mr. Oliver presented the meeting schedule for Fiscal Year 2021 which is essentially the same quarterly schedule with meetings in October, January, April and July. The proposed budget would be presented in the April meeting and the Budget Adoption would be in July because they

have to have Assessment Rolls to the Tax Collector by the end of July. Mr. Oliver noted the Board can always add meetings as needed.

On MOTION by Mr. Griffith, seconded by Ms. Nero, with all in favor, the Meeting Schedule for Fiscal Year 2021, was approved.

### 1. Report on Number of Registered Voters.

Mr. Oliver reviewed the letter they received from the Supervisor of Elections with the number of registered voters in Bartram Park which is 5,896 registered voters. It's required each year to put that in the record and this accomplishes that requirement.

### TWELTH ORDER OF BUSINESS Audience Comments

There being none, the next item followed.

### THIRTEENTH ORDER OF BUSINESS Supervisor's Requests

There being none, the next item followed.

### FOURTEENTH ORDER OF BUSINESS Financial Reports

## A. Balance Sheet and Statement of Revenues & Expenditures for the Period Ending June 30, 2020

Mr. Oliver noted in the agenda package was a copy of the financials for the period ending June 30, 2020. The fiscal year ends on September 30<sup>th</sup> and that is when Grau & Associates will begin the FY2020 Audit. There are no unusual variances and there will be a small surplus generated this year.

### **B.** Assessment Receipt Schedules

Mr. Oliver noted in the agenda package was an Assessment Receipt Schedule. The District is fully collected for Assessments for FY20, which they accomplish every year.

### C. Approval of Check Register

Mr. Oliver stated included in the agenda package was a copy of the check register. The Board had no questions on the check register.

On MOTION by Mr. Griffith seconded by Mr. Smith, with all in favor, the Check Register was approved.

### D. TIFF Funding No. 1 & 2

Mr. Oliver reviewed two funding requests. These related to the project with the Racetrack Road widening, and getting bond funding for that. The tax incremental financing is something that the District is not paying for. Any costs accrued based on that, they bill the Developer for, but they want to keep the Board informed of what those bills are. Mr. Oliver added that in the agenda package was two Hopping & Green invoices, and the funding request that they sent to the Developer. The Developer funds the District the money to pay those invoices. We are looking for Board approval for Funding Request No. 1 & 2.

On MOTION by Mr. Smith, seconded by Ms. Evert, with all in favor, the TIFF Funding Request No. 1 & 2, was approved.

## FIFTEENTH ORDER OF BUSINESS Next Scheduled Meeting – October 28, 2020 @ 11:00 a.m.

Mr. Oliver stated the next scheduled meeting is October 28, 2020 at 11:00 a.m.

SIXTEENTH ORDER OF DUSINESS AUJUITHIN	SIXTEENTI	1 ORDER OF BUSINESS	Adjournmen
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On MOTION by Mr. Griffith, seconded by Ms. Evert, with all in favor the Meeting was adjourned.

Secretary/Assistant Secretary	Chairman/Vice Chairman



# MINUTES OF MEETING BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT

An Audit committee meeting of the Bartram Park Community Development District was held on Wednesday, **July 22, 2020** at 11:00 a.m. via Zoom conferencing.

Present and constituting a quorum were:

James GriffithVice ChairmanJoan NeroAssistant SecretaryPatricia EvertAssistant SecretaryDon SmithAssistant Secretary

Also present were:

Jim OliverDistrict ManagerWes HaberDistrict CounselMatt MaggioreDistrict Engineer

Art Lancaster Eastland Development Group

### FIRST ORDER OF BUSINESS

Roll Call

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

### SECOND ORDER OF BUSINESS Review and Ranking of Audit Proposals

Mr. Oliver noted that at the last meeting the Board approved evaluation criteria to rank proposals from audit firms. He noted that the District received one proposal back from Grau & Associates. Mr. Oliver stated that they are the incumbent auditor and have done a good job. He noted that they are the largest CDD audit firm in Florida. Mr. Oliver added that this proposal includes their fees which are coming down for Fiscal Year 2021. The District was billed \$4,000 for FY 2020 and the invoice for the new year, if they are selected, is \$3,400. The cost is spread over the 4 years at \$3,500, \$3,600, \$3,700 and the 5<sup>th</sup> year at \$3,800. This is a significant cost savings for the District. Mr. Oliver stated that he ranked them and they have 20 points across the board. There were no weak spots. Ms. Evert concurred with Mr. Oliver's ranking.

On MOTION by Ms. Evert, seconded by Mr. Griffith, with all in favor, Ranking the Grau & Associates Auditing Proposal #1, was approved.

### THIRD ORDER OF BUSINESS

**Other Business** 

There being none, the next item followed.

### FOURTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Griffith, seconded by Ms. Evert, with all in favor, the Meeting was adjourned.



Doc # 2020173570, OR BK 19323 Page 547, Number Pages: 6, Recorded 08/12/2020 09:26 AM, RONNIE FUSSELL CLERK CIRCUIT COURT DUVAL COUNTY RECORDING \$52.50 DEED DOC ST \$0.70

Prepared by and return to: Brian Dawes Edwards Cohen 200 W. Forsyth St., Suite 1300 Jacksonville, FL 32202

Project:

Race Track Road T-Line

RE Parcel #:

168139-0410

### NON-EXCLUSIVE GRANT OF EASEMENT

THIS NON-EXCLUSIVE GRANT OF EASEMENT, made this day of August, 2020, by and between BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special government created pursuant to Chapter 190, The Uniform Community Development District Act of 1980, as amended and established by Ordinance Number 2000-451-E of the Board of County Commissions of Duval County, Florida, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Attention: Jim Oliver, Manager (the "Grantor"), and JEA, a body politic and corporate, whose address is 21 West Church Street, Jacksonville, Florida 32202 ("Grantee").

WITNESSETH: that Grantor, for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to Grantee, its successors and assigns forever, a non-exclusive, unobstructed right of way and easement with the right, privilege, and authority to said Grantee, its successors and assigns, to construct, operate, lay, maintain, improve, repair, and/or remove either above or below the surface of the ground, electric transmission facilities and associated equipment for electrical utilities, either or all, on, along over, through, across, or under the following described land situate in Duval County, Florida, to wit (the "Easement Property"):

### See Exhibit A attached hereto and incorporated herein.

TOGETHER with the right of said Grantee, its successors and assigns, of (i) ingress and egress to and over said Easement Property for the purposes of constructing, operating, laying, maintaining, improving, repairing, and/or removing such electric transmission facilities and associated equipment, (ii) tree trimming and cutting, line clearing, and vegetative management (but only to the extent such trees or other vegetation is taller than eight feet (8') and interferes or in Grantee's commercially reasonable discretion may interfere with the electric transmission facilities and associated equipment installed or to be installed by Grantee over and above the Easement Property pursuant to the easements granted herein, and (iii) other purposes incidental and, in Grantee's commercially reasonable discretion, deemed necessary, useful, or convenient in connection with the exercise of the rights herein granted, together also with the right and easements, privileges, and appurtenances in and to the Easement Property which may be required for the enjoyment of the rights herein granted, but for no other purposes whatsoever, all subject to the rights and privileges reserved to Grantor, as described below, and all provided that Grantee shall use commercially reasonable efforts to avoid any material interference with the use or operation of Grantor, if any, being conducted on, or in the immediate vicinity of, the Easement Property.

GRANTOR covenants and agrees that signs, buildings and other structures (including architectural features), canopies, driveways, parking areas, curbs, walkways, and/or other improvements to or on the Easement Property shall not exceed thirty-five feet (35') in height above the ground. Grantor further covenants and agrees that landscaping on the Easement Property shall not exceed eight feet (8') in height above the ground.

GRANTOR AND GRANTEE acknowledge and agree that Grantee's transmission poles and related facilities will have to be relocated in the future in connection with the widening of Race Track Road. Grantee hereby agrees to relocate its transmission poles and related facilities, at Grantee's expense, one (1) time upon Grantor's request in connection with the widening of Race Track Road. The relocated facilities will be located in the right of way of Race Track Road, subsequent to the expansion of the right of way and its dedication to the public.

**GRANTOR** represents and warrants that it is the true owner of record of the Easement Property and that it has full power and authority to grant to Grantee the rights granted hereunder.

**THE EASEMENTS** herein granted are subject to easements, covenants, conditions, restrictions, and other encumbrances of record and the following:

- Grantor reserves the right and privilege to use and occupy and to grant to others (a) the right to use and occupy (i) the surface of the ground of and the air space above the Easement Property, up to a height of thirty-five feet (35') above the ground, for any purpose which is not inconsistent with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, improve, repair, replace, and remove signs, buildings and other structures (including architectural features) (provided, however, that no buildings may be placed upon any portion of the Easement Property within thirty feet (30') of the right of way of Race Track Road), canopies, motor fuel dispensing equipment, outdoor seating areas, driveways, parking areas, curbs, walkways, and other improvements on the Easement Property; and (ii) the subsurface of the Easement Property for any purpose which is not inconsistent with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, improve, repair, replace, and remove motor fuel tanks and related facilities, utility lines and related facilities (including, without limitation, telecommunications, telephone, telegraph, electric, gas, water, reclaimed water, sewer, and drainage lines and related facilities), and foundations, footings, and/or anchors for surface improvements.
- (b) After any installation, construction, maintenance, improvement, repair, replacement, or removal of any facilities and associated equipment for electrical utilities as to which easement rights are herein granted, Grantee shall restore the Easement Property to the condition existing prior to such installation, construction, maintenance, improvement, repair, replacement, or removal. Grantee shall be responsible for damage to any improvements to the Easement Property to the extent such improvements are allowed by the terms of this instrument and such damage is caused by Grantee's use of the Easement Property.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first set forth above.

Signed and Sealed in Our Presence as Witnesses:

### **GRANTOR:**

**BARTRAM** COMMUNITY **PARK DEVELOPMENT DISTRICT**, a local unit of special government created pursuant Chapter 190, The Uniform Development District Act of 1980, as amended and established by Ordinance Number 2000-451-E of the Board of County Commissions of Duval County, Florida

By:

Trisston Brown its Chairman

Sign

Print

STATE OF FLORIDA **COUNTY OF DUVAL** 

The foregoing instrument was acknowledged before me by means of [ physical presence or [] online notarization, this 29 day of July, 2020, Trisston Brown, as the Chairman of Bartram Park Community Development District, a local unit of special government, on behalf of the district. He is (check one) > personally known to me (or has produced

as identification.

(Sign on this line.

(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida COMMISSION NO: 45 110 38 2

EXPIRATION DATE:

(SEAL)

PUTA

Willelz

WHITE IN THE PARTY OF THE PARTY

Signed and Sealed in Our Presence as Witnesses:

**GRANTEE:** 

Sign Print ' JEA, a body politic and corporate

By:

Director, Real Estate Services

Print

### STATE OF FLORIDA **COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of [9] physical presence or [] online notarization, this \_\_\_\_\_\_ day of August, 2020, by Jordan Pope, as the Director, Real Estate Services of JEA, a body politic and corporate, on behalf of the JEA. He is (check one) personally known to me or \_\_\_ has produced identification.



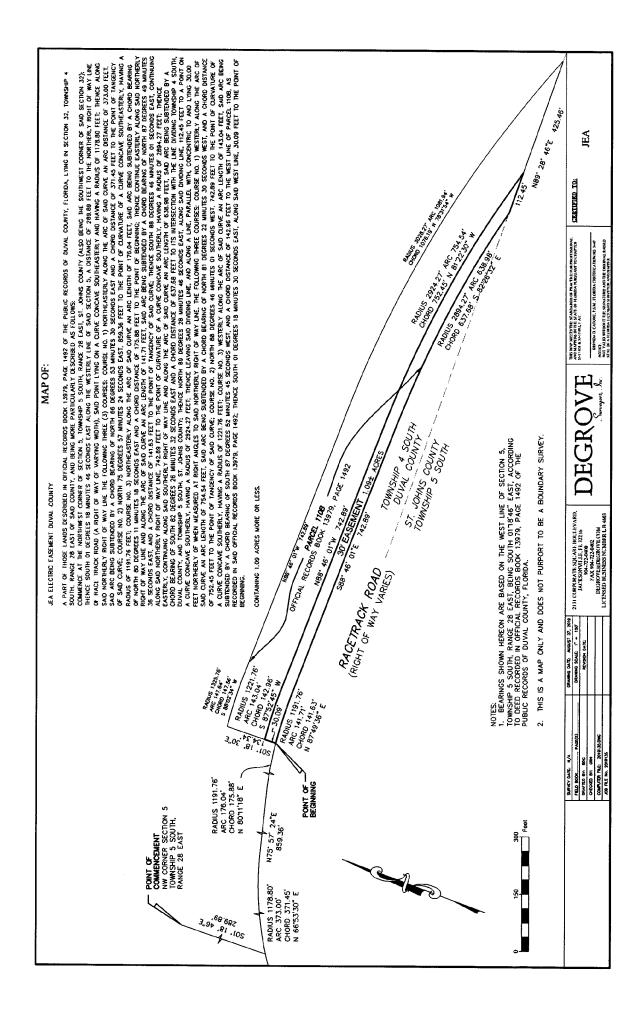
NOTARY PUBLIC, State of Florida COMMISSION NO. CC 118514 EXPIRATION DATE: 20125[2021

(SEAL)

### EXHIBIT A

### **Legal Description of the Easement Property**

A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 13979, PAGE 1492 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING IN SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY (ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 32); THENCE SOUTH 01 DEGREES 18 MINUTES 46 SECONDS EAST ALONG THE WESTERLY LINE OF SAID SECTION 5, A DISTANCE OF 289.89 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A RIGHT OF WAY OF VARYING WIDTH), SAID POINT LYING ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1178.80 FEET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: COURSE NO. 1) NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 373.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 66 DEGREES 53 MINUTES 30 SECONDS EAST AND A CHORD DISTANCE OF 371.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2) NORTH 75 DEGREES 57 MINUTES 24 SECONDS EAST, 859.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1191.76 FEET; COURSE NO. 3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 176.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80 DEGREES 11 MINUTES 18 SECONDS EAST AND A CHORD DISTANCE OF 175.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 141.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 87 DEGREES 49 MINUTES 36 SECONDS EAST, AND A CHORD DISTANCE OF 141.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 88 DEGREES 46 MINUTES 01 SECONDS EAST, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, 742.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2894.27 FEET; THENCE EASTERLY, CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 638.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82 DEGREES 26 MINUTES 32 SECONDS EAST AND A CHORD DISTANCE OF 637.68 FEET TO ITS INTERSECTION WITH THE LINE DIVIDING TOWNSHIP 4 SOUTH, DUVAL COUNTY, AND TOWNSHIP 5 SOUTH, ST. JOHNS COUNTY; THENCE NORTH 89 DEGREES 28 MINUTES 46 SECONDS EAST, ALONG SAID DIVIDING LINE, 112.45 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2924.27 FEET; THENCE LEAVING SAID DIVIDING LINE, AND ALONG A LINE, PARALLEL WITH, CONCENTRIC TO AND LYING 30.00 FEET NORTHERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID NORTHERLY RIGHT OF WAY LINE, THE FOLLOWING THREE COURSES: COURSE NO. 1) WESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 754.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 22 MINUTES 30 SECONDS WEST, AND A CHORD DISTANCE OF 752.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2) NORTH 88 DEGREES 46 MINUTES 01 SECONDS WEST, 742.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1221.76 FEET; COURSE NO. 3) WESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 143.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87 DEGREES 52 MINUTES 45 SECONDS WEST, AND A CHORD DISTANCE OF 142.96 FEET TO THE WEST LINE OF PARCEL 11 OB, AS RECORDED IN SAID OFFICIAL RECORDS BOOK 13979, PAGE 1492; THENCE SOUTH 01 DEGREES 18 MINUTES 30 SECONDS EAST, ALONG SAID WEST LINE, 30.09 FEET TO THE POINT OF BEGINNING.



## AGREEMENT REGARDING RELOCATION OF ELECTRIC TRANSMISSION UTILITIES

THIS AGREEMENT REGARDING RELOCATION OF ELECTRIC TRANSMISSION UTILITIES ("Agreement") is made this day of August, 2020, by and between BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special government created pursuant to Chapter 190, The Uniform Community Development District Act of 1980, as amended and established by Ordinance Number 2000-451-E of the Board of County Commissions of Duval County, Florida ("CDD"), and JEA, a body politic and corporate ("JEA").

#### **RECITALS:**

- A. Concurrently herewith, CDD has granted to JEA that certain Non-Exclusive Grant of Easement ("Easement"), the form of which is attached hereto as Exhibit A and, by this reference, incorporated herein, to provide JEA with easement rights for the construction, operation, and maintenance of electric transmission facilities adjacent to the current right-of-way of Race Track Road.
- B. The Easement encumbers that certain real property of the CDD located in Duval County, Florida, more particularly described in <u>Exhibit B</u> attached hereto (the "<u>Easement Property</u>").
- C. The Easement provides for JEA's one-time relocation of its transmission poles and facilities to be placed in the Easement Property upon the future planned widening of Race Track Road (the "Relocation").
- D. CDD and JEA are entering into this Agreement to set forth terms and conditions for the Relocation.

NOW THEREFORE, for an in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. The foregoing recitals are true and correct and incorporated herein by this reference.
- 2. CDD and JEA hereby agree to the following procedure for the Relocation:
- a. CDD will notify JEA upon securing the right-of-way for construction to begin on Race Track Road widening and shall provide JEA with preliminary plans for such expanded right-of-way.
- b. Upon receipt of such notice and plans from the CDD, JEA will then commence design of the Relocation based on the preliminary plans provided by CDD. JEA shall provide CDD with its preliminary plans depicting proposed locations for the transmission poles and shall make commercially reasonable efforts in good faith to address

transmission poles and shall make commercially reasonable efforts in good faith to address any comments or concerns of the CDD, subject to sound engineering principles and the JEA's final determination considering the needs of its project, electrical safety and reliability, and public health and safety.

- c. CDD will notify JEA when right-of-way plans are complete and submitted for construction permits and provide JEA with copies of such final plans.
- d. Upon notification, JEA will place an order for the new electric transmission poles to be installed within the new right-of-way and issue a contract to a vendor for their installation, subject to and in compliance with all internal JEA procurement policies.
- e. CDD will cause the clearing and grading of the right-of-way for the widened portion of Race Track Road, including the trimming or removal of trees as reasonably necessary to allow for the safe relocation and operation of the electric transmission facilities.
- f. JEA will mobilize installation of the electric transmission poles within the new right of way line. Upon completion of the new installation and commencement of operation of the new utilities, JEA will remove the electric transmission poles and related facilities from the Easement Property.
- 3. JEA and CDD agree that JEA shall have not less than one (1) year to commence the Relocation subsequent to receipt of CDD's notification and preliminary plans referred to in Section 2b above. In addition, CDD acknowledges and agrees that due to required electric outages, the Relocation is required to take place either between the months of October through December, or between the months of March through May. JEA electric system conditions are subject to change, and as this work requires taking the electric system out of service for a limited period of times, JEA will incur risks to the electric service of JEA's customers that are beyond its normal operating risks, in order to perform this work. These risks vary with times of day, weather conditions, and other events beyond the control of JEA or CDD, and may require rescheduling of this work. CDD agrees to be subject to such changes in schedule and scope, and JEA agrees to keep CDD apprised of such.
- 4. CDD shall assure that JEA, its contractors and/or agents, shall have and continue to have access to all CDD owned lands as reasonably necessary to perform the Relocation for the purpose of transporting personnel, equipment and supplies to the construction site.
- 5. The relocated power poles and lines shall be placed within the new dedicated public right of way, subject to the issuance of right of way permits from the appropriate governmental entities for the placement of transmission facilities.
- 6. JEA and its contractors make certain assumptions regarding area access, property suitability, materials availability and other normal and customary assumptions for this type of work, and base the costs and schedule on these assumptions. When unforeseen conditions arise,

JEA will notify CDD of potential impact to project scope, schedule, and budget. In the event the Relocation work contemplated under this Agreement will conflict with the then present electric system conditions, for safety or reliability reasons, CDD agrees JEA shall have the final authority to halt work, at any time, for reasons of electrical safety or reliability, without liability of JEA to CDD of any kind.

- 7. JEA's obligation to perform under this Agreement will be to pursue the Relocation work using commercially reasonable efforts and abilities, on a non-emergency basis. However, the Relocation work is not a JEA electric system emergency and therefore its scope and schedule will be subordinate to any JEA electric system emergencies that may arise.
- 8. JEA and CDD agree that the safety of JEA's employees and contractors and CDD's employees and contractors shall always be considered as having priority over all other expectations of the CDD. Therefore, minimization of the risks to persons shall take precedence. JEA employees and on-site contractors and engineers will at all times have final say regarding risks of ongoing activities on or in the immediate vicinity of all JEA electric facilities.
- 9. Failure by JEA to perform each and every one of its obligations hereunder shall be a default, entitling the CDD to maintain an action for specific performance of the terms of this Agreement. CDD hereby expressly waives any and all other rights and remedies with respect to a default by JEA with respect to this Agreement. In no event shall JEA be liable to the CDD for any actual, punitive, speculative, consequential or other damages of any kind, including without limitation lost profits. The CDD shall give JEA written notice of any default hereunder and shall allow JEA ninety (90) days from the date of receipt of such notice to cure the default.
  - 10. This Agreement shall expire and terminate upon the completion of the Relocation.
- 11. JEA and the CDD each agree to execute and deliver to the other party such further documents or instruments as may be commercially reasonable and necessary in the furtherance or performance of the terms, conditions, and covenants of this Agreement.
- 12. Any notice, demand, consent, authorization, request, approval or other communication (collectively, "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving such notice, and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, by facsimile transmission with confirmation of receipt, by electronic mail, or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or such other place as any party may by Notice to the other specify):

To JEA: JEA

Real Estate Services 21 W. Church Street (CC-6) Jacksonville, Florida 32202-3139 Attention: Director, Real Estate Services

Email: popeja@jea.com

To CDD: Bartram Park Community Development District

Attention: Jim Oliver, Manager 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Email: joliver@gmsnf.com

- 13. This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in Duval County, Florida.
- 14. Nothing in this Agreement shall be deemed a waiver of immunity or limits of liability of the JEA or the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute as it now exists or may be changed from time to time, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Further, nothing in this Agreement shall be deemed to require the CDD to issue bonds or impose additional assessments.
- 15. The parties understand and agree that all documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.
- 16. CDD and JEA acknowledge that any amendments to this Agreement shall be in writing, and shall be executed by duly authorized representatives of the CDD and JEA.
- 17. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument even though both parties may not have executed the same counterpart. Facsimile or PDF copies of this Agreement executed by a party shall operate as and may be relied upon as an original signature.

[execution on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**WITNESSES:** 

BARTRAM PARK COMMUNITY
DEVELOPMENT DISTRICT, a local unit of special government created pursuant to Chapter 190, The Uniform Community Development District Act of 1980, as amended and established by Ordinance Number 2000-451-E of the Board of County Commissions of Duval County, Florida

By:

Trisston Brown, its Chairman

Sign Sheng Chilliph PrintShenry Onlffith Sign Ma Well Brun Print Shannella Brun

### STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 24 day of July, 2020, by Trisston Brown, as the Chairman of Bartram Park Community Development District, a local unit of special government, on behalf of the district. He is (check one)  $\Lambda$  personally known to me or has produced as identification.

(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida

EXPIRATION DATE:\_\_

(Sign on this line.)

(SEAL)



### Signed and Sealed in Our Presence as Witnesses:

Print

Print

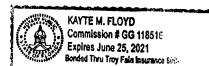
JEA, a body politic and corporate

By:

Director, Economic Development and Real

### STATE OF FLORIDA **COUNTY OF DUVAL**

as identification.



(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida

COMMISSION NO.: 66 118514 EXPIRATION DATE: 91/25/2021

(SEAL)

### **EXHIBIT A**

### Form of the Easement

Prepared by and return to: Brian Dawes Edwards Cohen 200 W. Forsyth St., Suite 1300 Jacksonville, FL 32202

Project:

Race Track Road T-Line

RE Parcel #:

168139-0410

### NON-EXCLUSIVE GRANT OF EASEMENT

THIS NON-EXCLUSIVE GRANT OF EASEMENT, made this \_\_\_\_\_ day of July, 2020, by and between BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special government created pursuant to Chapter 190, The Uniform Community Development District Act of 1980, as amended and established by Ordinance Number 2000-451-E of the Board of County Commissions of Duval County, Florida, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Attention: Jim Oliver, Manager (the "Grantor"), and JEA, a body politic and corporate, whose address is 21 West Church Street, Jacksonville, Florida 32202 ("Grantee").

WITNESSETH: that Grantor, for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to Grantee, its successors and assigns forever, a non-exclusive, unobstructed right of way and easement with the right, privilege, and authority to said Grantee, its successors and assigns, to construct, operate, lay, maintain, improve, repair, and/or remove either above or below the surface of the ground, electric transmission facilities and associated equipment for electrical utilities, either or all, on, along over, through, across, or under the following described land situate in Duval County, Florida, to wit (the "Easement Property"):

### See Exhibit A attached hereto and incorporated herein.

TOGETHER with the right of said Grantee, its successors and assigns, of (i) ingress and egress to and over said Easement Property for the purposes of constructing, operating, laying, maintaining, improving, repairing, and/or removing such electric transmission facilities and associated equipment, (ii) tree trimming and cutting, line clearing, and vegetative management (but only to the extent such trees or other vegetation is taller than eight feet (8') and interferes or in Grantee's commercially reasonable discretion may interfere with the electric transmission facilities and associated equipment installed or to be installed by Grantee over and above the Easement Property pursuant to the easements granted herein, and (iii) other purposes incidental and, in Grantee's commercially reasonable discretion, deemed necessary, useful, or convenient in connection with the exercise of the rights herein granted, together also with the right and easements, privileges, and appurtenances in and to the Easement Property which may be required for the enjoyment of the rights herein granted, but for no other purposes whatsoever, all subject to

the rights and privileges reserved to Grantor, as described below, and all provided that Grantee shall use commercially reasonable efforts to avoid any material interference with the use or operation of Grantor, if any, being conducted on, or in the immediate vicinity of, the Easement Property.

**GRANTOR** covenants and agrees that signs, buildings and other structures (including architectural features), canopies, driveways, parking areas, curbs, walkways, and/or other improvements to or on the Easement Property shall not exceed thirty-five feet (35') in height above the ground. Grantor further covenants and agrees that landscaping on the Easement Property shall not exceed eight feet (8') in height above the ground.

GRANTOR AND GRANTEE acknowledge and agree that Grantee's transmission poles and related facilities will have to be relocated in the future in connection with the widening of Race Track Road. Grantee hereby agrees to relocate its transmission poles and related facilities, at Grantee's expense, one (1) time upon Grantor's request in connection with the widening of Race Track Road. The relocated facilities will be located in the right of way of Race Track Road, subsequent to the expansion of the right of way and its dedication to the public.

**GRANTOR** represents and warrants that it is the true owner of record of the Easement Property and that it has full power and authority to grant to Grantee the rights granted hereunder.

THE EASEMENTS herein granted are subject to easements, covenants, conditions, restrictions, and other encumbrances of record and the following:

- (a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface of the ground of and the air space above the Easement Property, up to a height of thirty-five feet (35') above the ground, for any purpose which is not inconsistent with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, improve, repair, replace, and remove signs, buildings and other structures (including architectural features) (provided, however, that no buildings may be placed upon any portion of the Easement Property within thirty feet (30') of the right of way of Race Track Road), canopies, motor fuel dispensing equipment, outdoor seating areas, driveways, parking areas, curbs, walkways, and other improvements on the Easement Property; and (ii) the subsurface of the Easement Property for any purpose which is not inconsistent with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, improve, repair, replace, and remove motor fuel tanks and related facilities, utility lines and related facilities (including, without limitation, telecommunications, telephone, telegraph, electric, gas, water, reclaimed water, sewer, and drainage lines and related facilities), and foundations, footings, and/or anchors for surface improvements.
- (b) After any installation, construction, maintenance, improvement, repair, replacement, or removal of any facilities and associated equipment for electrical utilities as to which easement rights are herein granted, Grantee shall restore the Easement Property to the condition existing prior to such installation, construction, maintenance, improvement, repair, replacement, or removal. Grantee shall be responsible for damage to any improvements to the

Easement Property to the extent such improvements are allowed by the terms of this instrument and such damage is caused by Grantee's use of the Easement Property.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first set forth above. Signed and Sealed in Our **GRANTOR:** Presence as Witnesses: **BARTRAM** PARK **COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special government created pursuant to Chapter 190, The Uniform Community Development District Act of 1980, as amended and established by Ordinance Number 2000-451-E of the Board of County Commissions of Duval County, Florida Sign By: Print Tim Brown, its Chairman Sign Print STATE OF FLORIDA **COUNTY OF DUVAL** The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this day of July, 2020, Tim Brown, as the Chairman of Bartram Park Community Development District, a local unit of special government, on behalf of the district. He is (check one) \_\_\_ personally known to me or \_\_\_ has produced

as identification.

(Sign on this line.)

(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida

COMMISSION NO.:

EXPIRATION DATE:

(SEAL)

Signed and Sealed in Our	GRANTEE:				
Presence as Witnesses:	JEA, a body politic and corporate				
SignPrint	By:  Jordan Pope  Director, Economic Development and Real Estate				
SignPrint					
STATE OF FLORIDA COUNTY OF DUVAL					
or [] online notarization, thisday of Ju Development and Real Estate of JEA, a bo	owledged before me by means of [] physical presence aly, 2020, by Jordan Pope, as the Director of Economic ody politic and corporate, on behalf of the JEA. He is a has produced				
	(Sign on this line.)				
	(Print name legibly on this line.)				
	NOTARY PUBLIC, State of Florida  COMMISSION NO.:  EXPIRATION DATE:				
	(SEAL)				

#### **CONSENT AND JOINDER**

VALLEY NATIONAL BANK, a federal savings bank organized and existing under the laws of the United States of America with its principal place of business at (and the mailing address of which is) 10739 Deerwood Park Blvd., Suite 100, Jacksonville, Florida 32256 ("Valley National"), being the owner and holder of the following instruments recorded in the public records of Duval County, Florida, and St. Johns County, Florida:

- 1. Mortgage, Security Agreement and Financing Statement given by Bartram Market, LLC, to Valley National dated July 3, 2018, and recorded July 16, 2018, in Official Records Book 18457, at page 396, of the public records of Duval County, Florida, and recorded July 17, 2018, in Official Records Book 4581, at page 523, of the public records of St. Johns County, Florida; and
- 2. Conditional Assignment of Rents, Leases and Revenues given by Bartram Market, LLC, to Valley National dated July 3, 2018, and recorded July 16, 2018, in Official Records Book 18457, at page 417, of the public records of Duval County, Florida, and recorded July 17, 2018, in Official Records Book 4581, at page 544, of the public records of St. Johns County, Florida;

(collectively, the "Mortgage"), which Mortgage encumbers all or part of certain real property in the Easement Property, described in Exhibit A attached hereto, hereby consents to, and joins in the execution of, the foregoing Non-Exclusive Grant of Easement.

[Remainder of page intentionally left blank]

executed by its proper officer, duly authorized, and its seal to be affixed hereto this day of July, 2020. WITNESSES: VALLEY NATIONAL BANK By: (Sign on this line.) Name: (Print name legibly on this line.) Title: (Sign on this line.) (Print name legibly on this line.) STATE OF FLORIDA COUNTY OF \_\_\_\_\_ The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this \_\_\_\_\_ day of July, 2020, by \_\_\_\_\_\_\_, as \_\_\_\_\_ of VALLEY NATIONAL BANK, a federal savings bank organized and existing under the laws of the United States of America, on behalf of the bank, who is personally known to me or who has produced \_\_\_\_\_\_ as identification.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be

(Sign on this line.)

(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida

COMMISSION NO.: EXPIRATION DATE:

(SEAL)

### Exhibit A

Legal Description of the Easement Property

### **EXHIBIT B**

Legal Description of the Easement Property





951 Yamato Road • Suite 280 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

July 22, 2020

Board of Supervisors
Bartram Park Community Development District
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

We are pleased to confirm our understanding of the services we are to provide Bartram Park Community Development District, Duval County, Florida ("the District") for the fiscal year ended September 30, 2020, with the option of four (4) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Bartram Park Community Development District as of and for the fiscal year ended September 30, 2020, with the option of four (4) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards

and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

#### **Management Responsibilities**

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and

recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

#### Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may

provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

# IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN.

This agreement provides for a contract period of one (1) year with the option of four (4) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$3,400 for the September 30, 2020 audit. The fees for the fiscal years 2021, 2022, 2023 and 2024 will not exceed \$3,500, \$3,600, \$3,700 and \$3,800, respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Bartram Park Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Bartram Park Community Development District.

Ву:

Title:

Date:





Peer Review Program

FICPA Peer Review Program Administered in Florida by The Florida Institute of CPAs AICPA Peer Review Program Administered in Florida by the Florida Institute of CPAs

February 20, 2020

Antonio Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent. System Review of your firm. The due date for your next review is. December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

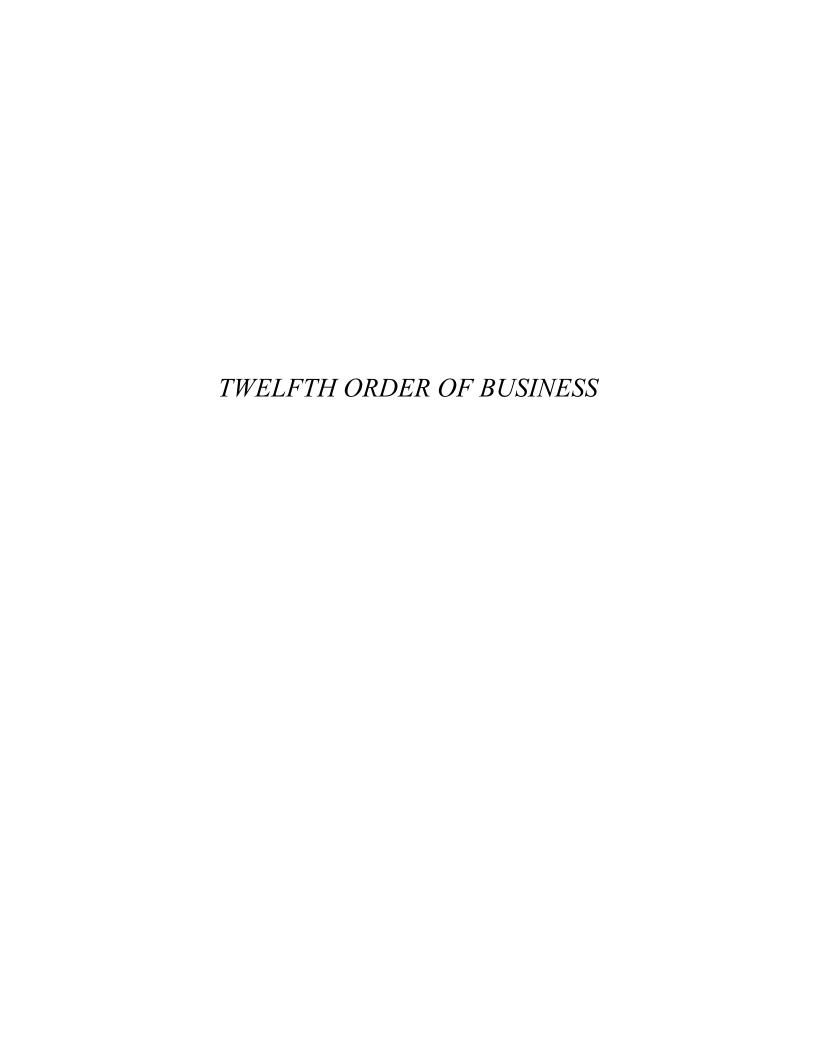
Sincerely, FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee paul@ficpa.org 800-342-3197 ext. 251

Florida institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 Review Number: 571202



A.

# Bartram Park

### Community Development District

Unaudited Financial Reporting as of September 30, 2020

Meeting Date October 28, 2020

### **Table of Contents**

I.	Financial Statements - September 30, 2020
II.	Assessments Receipt Schedule
III.	Check Register Summary 7/1/2020 - 9/30/2020

### **Bartram Park**

# Community Development District Combined Balance Sheet

September 30, 2020

	Governm	ent Funds	Total
		Debt	Governmental
	General	Service	Funds
ASSETS:			
Cash	\$151,221		\$151,221
Custody Account - Excess Funds	\$24,953		\$24,953
Series 2012-1:			
Reserve		\$201,650	\$201,650
Revenue		\$149,766	\$149,766
<u>Series 2012-2:</u>			
Revenue		\$2,913	\$2,913
<u>Series 2012-3:</u>			
Reserve		\$201,650	\$201,650
Revenue		\$137,818	\$137,818
<u>Series 2012-4:</u>			
Reserve		\$125,000	\$125,000
Revenue		\$107,193	\$107,193
<u>Series 2012-5:</u>			
Reserve		\$142,458	\$142,458
Revenue		\$118,196	\$118,196
Prepayment		\$462	\$462
Redemption		\$23	\$23
<u>Series 2015A1</u>			
Reserve		\$521,363	\$521,363
Revenue		\$411,103	\$411,103
Prepayment		\$4,064	\$4,064
Series 2015A2			
Reserve	<del></del>	\$133,063	\$133,063
Due from Developer (TIF)	\$2,850		\$2,850
Prepaid Expenses	\$18,003		\$18,003
TOTAL ASSETS	\$197,028	\$2,256,718	\$2,453,746
LIABILITIES:			
Accounts Payable	\$2,404		\$2,404
Accrued Expenses	\$1,500		\$1,500
FUND BALANCES:			
Nonspendable	\$18,003		\$18,003
Restricted for Debt Service	·	\$2,256,718	\$2,256,718
Unassigned	\$175,121	<u></u> _	\$175,121
TOTAL LIABILITIES & FUND EQUITY			
• ATHER CREDITS	¢107 029	¢2 256 710	¢2 452 746

\$197,028

**& OTHER CREDITS** 

\$2,256,718

\$2,453,746

### **GENERAL FUND**

Statement of Revenues, Expenditures and Changes in Fund Balance For the Period Ended September 30, 2020

DESCRIPTION	ADOPTED BUDGET			VARIANCE	
REVENUES:					
Maintenance Assessments - On Roll	\$129,808	\$129,808	\$130,004	\$196	
Interest Income	\$0	\$0	\$21	\$21	
TOTAL REVENUES	\$129,808	\$129,808	\$130,025	\$217	
EXPENDITURES:					
ADMINISTRATIVE:					
Supervisor Fees	\$4,800	\$4,800	\$3,800	\$1,000	
FICA Expense	\$367	\$367	\$291	\$77	
Engineering	\$8,500	\$8,500	\$495	\$8,005	
Assessment Roll	\$7,500	\$7,500	\$7,500	\$0	
Arbitrage	\$4,100	\$4,100	\$1,800	\$2,300	
Dissemination	\$3,500	\$3,500	\$3,500	(\$0)	
Attorney	\$20,000	\$20,000	\$7,346	\$12,654	
Annual Audit	\$4,000	\$4,000	\$4,000	\$0	
Trustee fees	\$16,500	\$16,500	\$18,917	(\$2,417)	
Management Fees	\$41,600	\$41,600	\$41,600	(\$0)	
Computer Time	\$1,000	\$1,000	\$1,000	\$0	
Website Compliance	\$1,700	\$1,700	\$500	\$1,200	
Telephone	\$50	\$50	\$71	(\$21)	
Postage	\$600	\$600	\$267	\$333	
Printing & Binding	\$1,000	\$1,000	\$707	\$293	
Insurance	\$6,646	\$6,646	\$6,193	\$453	
Legal Advertising	\$800	\$800	\$1,454	(\$654	
Other Current Charges	\$800	\$800	\$1,450	(\$650)	
Office Supplies	\$100	\$100	\$78	\$22	
Dues, Licenses, Subscriptions	\$175	\$175	\$175	\$0	
Operating Reserves	\$6,069	\$6,069	\$0	\$6,069	
TOTAL EXPENDITURES	\$129,807	\$129,807	\$101,144	\$28,664	
EXCESS REVENUES (EXPENDITURES)	\$0		\$28,881		
FUND BALANCE - Beginning	\$0		\$164,242		
FUND BALANCE - Ending	\$0	_	\$193,124	_	

### Bartram Park

# Community Development District General Fund Month By Month Income Statement Fiscal Year 2020

	October	November	December	January	February	March	April	Мау	June	July	August	September	Total
<u>Revenues</u> :				garran y	y and y		7 9	y	3 22.22	3 y			
Assessments	\$0	\$7,093	\$116,284	\$2,713	\$495	\$938	\$803	\$717	\$961	\$0	\$0	\$0	\$130,004
Interest	\$4	\$3	\$3	\$3	\$3	\$3	\$1	\$0	\$0	\$0	\$0	\$0	\$21
Total Revenues	\$4	\$7,096	\$116,287	\$2,716	\$498	\$941	\$804	\$717	\$961	\$0	\$0	\$0	\$130,025
Expenditures:													
<u>Administrativ</u> e													
Supervisor Fees	\$1,000	\$0	\$0	\$1,000	\$0	\$0	\$1,000	\$0	\$0	\$800	\$0	\$0	\$3,800
FICA Expense	\$77	\$0	\$0	\$77	\$0	\$0	\$77	\$0	\$0	\$61	\$0	\$0	\$291
Engineering	\$0	\$0	\$0	\$0	\$45	\$0	\$315	\$0	\$0	\$135	\$0	\$0	\$495
Assessment Roll	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Arbitrage	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200	\$0	\$0	\$1,800
Dissemination	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$3,500
Attorney	\$427	\$78	\$371	\$1,125	\$411	\$747	\$778	\$0	\$381	\$1,176	\$354	\$1,500	\$7,346
Annual Audit	\$0	\$0	\$0	\$0	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000
Trustee fees	\$12,417	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0	\$1,500	\$0	\$0	\$18,917
Management Fees	\$3,467	\$3,467	\$3,467	\$3,467	\$3,467	\$3,467	\$3,467	\$3,467	\$3,467	\$3,467	\$3,467	\$3,467	\$41,600
Computer Time	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$1,000
Website Compliance	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$500
Telephone	\$0	\$0	\$17	\$0	\$0	\$16	\$0	\$38	\$0	\$0	\$0	\$0	\$71
Postage	\$3	\$17	\$2	\$1	\$29	\$25	\$8	\$20	\$135	\$4	\$23	\$2	\$267
Printing & Binding	\$8	\$74	\$2	\$3	\$156	\$26	\$107	\$124	\$35	\$8	\$120	\$44	\$707
Insurance	\$6,193	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,193
Legal Advertising	\$80	\$0	\$0	\$0	\$0	\$196	\$144	\$76	\$825	\$0	\$0	\$134	\$1,454
Other Current Charges	\$700	\$0	\$0	\$0	\$0	\$450	\$0	\$0	\$0	\$0	\$0	\$300	\$1,450
Office Supplies	\$0	\$15	\$0	\$0	\$21	\$0	\$15	\$15	\$0	\$0	\$10	\$0	\$78
Dues, Licenses, Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$33,063	\$4,067	\$4,274	\$6,088	\$8,545	\$5,344	\$6,326	\$9,156	\$5,259	\$8,767	\$4,391	\$5,863	\$101,144
Excess Revenues (Expenditures)	(\$33,060)	\$3,029	\$112,013	(\$3,372)	(\$8,047)	(\$4,403)	(\$5,522)	(\$8,439)	(\$4,297)	(\$8,767)	(\$4,390)	(\$5,862)	\$28,881

### **DEBT SERVICE FUND**

Series 2012-1 Convertible Capital Appreciation Special Assessment Bonds Statement of Revenues, Expenditures and Changes in Fund Balance For the Period Ended September 30, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 09/30/20	ACTUAL THRU 09/30/20	VARIANCE	
REVENUES:					
Special Assessments - On Roll Interest Income	\$397,924 \$2,000	\$397,924 \$2,000	\$399,487 \$3,742	\$1,563 \$1,742	
TOTAL REVENUES	\$399,924	\$399,924	\$403,229	\$3,304	
EXPENDITURES:					
Interest Expense - 11/1	\$129,250	\$129,250	\$129,250	(\$0)	
Principal Prepayment - 11/1	\$0	\$0	\$5,000	(\$5,000)	
Interest Expense - 5/1	\$129,250	\$129,250	\$129,103	\$147	
Principal Expense - 5/1	\$140,000	\$140,000	\$140,000	\$0	
TOTAL EXPENDITURES	\$398,500	\$398,500	\$403,353	(\$4,853)	
OTHER SOURCES/(USES):					
Interfund Transfers In/(Out)	\$0	\$0	\$0	\$0	
TOTAL OTHER SOURCES/(USES)	\$0	\$0	\$0	\$0	
EXCESS REVENUES (EXPENDITURES)	\$1,424		(\$124)		
FUND BALANCE - Beginning	\$149,819		\$351,540		
FUND BALANCE - Ending	\$151,243	<u> </u>	\$351,416	- :	

### **DEBT SERVICE FUND**

Series 2012-2 Convertible Capital Appreciation Special Assessment Bonds Statement of Revenues, Expenditures and Changes in Fund Balance For the Period Ended September 30, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 09/30/20	ACTUAL THRU 09/30/20	VARIANCE	
REVENUES:					
Special Assessments - On Roll Interest Income Prepayments	\$258,965 \$2,000 \$0	\$258,965 \$2,000 \$0	\$257,279 \$3,114 \$2,629,108	(\$1,686) \$1,114 \$2,629,108	
TOTAL REVENUES	\$260,965	\$260,965	\$2,889,501	\$2,628,536	
EXPENDITURES:					
Interest Expense - 11/1 Interest Expense - 5/1 Principal Expense - 5/1 Interest Expense - 7/1 Principal Expense - 7/1	\$80,325 \$80,325 \$100,000 \$0 \$0	\$80,325 \$80,325 \$100,000 \$0 \$0	\$80,325 \$80,325 \$100,000 \$25,875 \$2,875,000	\$0 \$0 \$0 (\$25,875) (\$2,875,000)	
TOTAL EXPENDITURES	\$260,650	\$260,650	\$3,161,525	\$0	
OTHER SOURCES/(USES):					
Other Debt Service Cost	\$0	\$0	(\$2,500)	(\$2,500)	
TOTAL OTHER SOURCES/(USES)	\$0	\$0	(\$2,500)	(\$2,500)	
EXCESS REVENUES (EXPENDITURES)	\$315		(\$274,524)		
FUND BALANCE - Beginning	\$147,951		\$277,437		
FUND BALANCE - Ending	\$148,266	<u> </u>	\$2,913	- :	

### **DEBT SERVICE FUND**

Series 2012-3 Convertible Capital Appreciation Special Assessment Bonds Statement of Revenues, Expenditures and Changes in Fund Balance For the Period Ended September 30, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 09/30/20	ACTUAL THRU 09/30/20	VARIANCE	
REVENUES:					
Special Assessments - On Roll	\$388,839	\$388,839	\$390,366	\$1,527	
Interest Income	\$2,000	\$2,000	\$3,631	\$1,631	
TOTAL REVENUES	\$390,839	\$390,839	\$393,997	\$3,158	
EXPENDITURES:					
Interest Expense - 11/1	\$125,872	\$125,872	\$125,872	(\$0)	
Interest Expense - 5/1	\$125,872	\$125,872	\$125,872	(\$0)	
Principal Expense - 5/1	\$140,000	\$140,000	\$140,000	\$0	
TOTAL EXPENDITURES	\$391,744	\$391,744	\$391,744	(\$0)	
EXCESS REVENUES (EXPENDITURES)	(\$905)		\$2,253		
FUND BALANCE - Beginning	\$142,780		\$337,215		
FUND BALANCE - Ending	\$141,875	<u> </u>	\$339,468	<del>-</del> =	

### **DEBT SERVICE FUND**

Series 2012-4 Convertible Capital Appreciation Special Assessment Bonds Statement of Revenues, Expenditures and Changes in Fund Balance For the Period Ended September 30, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 09/30/20	ACTUAL THRU 09/30/20	VARIANCE	
REVENUES:					
Special Assessments - On Roll Interest Income	\$267,478 \$1,000	\$267,478 \$1,000	\$266,571 \$3,539	(\$907) \$2,539	
TOTAL REVENUES	\$268,478	\$268,478	\$270,110	\$1,632	
EXPENDITURES:					
Interest Expense - 11/1 Special Call - 11/1 Interest Expense - 5/1 Principal Expense - 5/1	\$91,395 \$290,000 \$91,395 \$115,000	\$91,395 \$290,000 \$91,395 \$115,000	\$90,720 \$335,000 \$81,675 \$100,000	\$675 (\$45,000) \$9,720 \$15,000	
TOTAL EXPENDITURES	\$587,790	\$587,790	\$607,395	(\$19,605)	
EXCESS REVENUES (EXPENDITURES)	(\$319,312)		(\$337,285)		
FUND BALANCE - Beginning	\$244,985		\$569,478		
FUND BALANCE - Ending	(\$74,328)	_	\$232,193	- =	

### **DEBT SERVICE FUND**

Series 2012-5 Convertible Capital Appreciation Special Assessment Bonds Statement of Revenues, Expenditures and Changes in Fund Balance For the Period Ended September 30, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 09/30/20	ACTUAL THRU 09/30/20	VARIANCE	
REVENUES:					
Special Assessments - On Roll Interest Income	\$282,514 \$1,000	\$282,514 \$1,000	\$283,624 \$2,828	\$1,110 \$1,828	
TOTAL REVENUES	\$283,514	\$283,514	\$286,452	\$2,938	
EXPENDITURES:					
Interest Expense - 11/1 Principal Prepayment - 11/1 Interest Expense - 5/1 Principal Expense - 5/1	\$91,640 \$25,000 \$91,640 \$100,000	\$91,640 \$25,000 \$91,640 \$100,000	\$91,640 \$25,000 \$90,915 \$100,000	\$0 \$0 \$725 \$0	
TOTAL EXPENDITURES	\$308,280	\$308,280	\$307,555	\$725	
EXCESS REVENUES (EXPENDITURES)	(\$24,766)		(\$21,103)		
FUND BALANCE - Beginning	\$140,021		\$282,241		
FUND BALANCE - Ending	\$115,255		\$261,138		

### **DEBT SERVICE FUND**

Series 2015 Special Assessment Revenue Bonds Statement of Revenues, Expenditures and Changes in Fund Balance For the Period Ended September 30, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 09/30/20	ACTUAL THRU 09/30/20	VARIANCE	
REVENUES:					
Special Assessments - On Roll	\$1,395,346	\$1,395,346	\$1,400,826	\$5,480	
Interest Income	\$10,000	\$10,000	\$14,450	\$4,450	
TOTAL REVENUES	\$1,405,346	\$1,405,346	\$1,415,275	\$9,929	
EXPENDITURES:					
Series 2015A-1					
Interest Expense - 11/1	\$261,963	\$261,963	\$261,963	\$0	
Principal Prepayment - 11/1	\$0 \$261,963	\$0 \$261,963	\$160,000 \$248,534	(\$160,000) \$13,429	
Interest Expense - 5/1 Principal Expense - 5/1	\$600,000	\$600,000	\$248,334 \$555,000	\$13,429 \$45,000	
Principal Prepayment - 5/1	\$0	\$000,000	\$60,000	(\$60,000)	
Series 2015A-2					
Interest Expense - 11/1	\$74,763	\$74,763	\$74,713	\$50	
Principal Prepayment - 11/1	\$0	\$0	\$665,000	(\$665,000)	
Interest Expense - 5/1	\$74,763	\$74,763	\$70,763	\$4,000	
Principal Expense - 5/1	\$130,000	\$130,000	\$125,000	\$5,000	
Principal Prepayment - 5/1	\$0	\$0	\$15,000	(\$15,000)	
TOTAL EXPENDITURES	\$1,403,450	\$1,403,450	\$2,235,971	(\$832,521)	
OTHER SOURCES/(USES):					
Interfund Transfer In/(Out)	\$0	\$0	\$0	\$0	
TOTAL OTHER SOURCES/(USES)	\$0	\$0	\$0	\$0	
EXCESS REVENUES (EXPENDITURES)	\$1,896		(\$820,696)		
FUND BALANCE - Beginning	\$324,527		\$1,890,287		
FUND BALANCE - Ending	\$326,423	<u> </u>	\$1,069,591	<del>-</del> =	



### BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2020 Summary of Assessment Receipts

ASSESSED TOTAL NET TAX ROLL ASSESSED NET	UNITS 4,148	SERIES 2005 / 2015A1-2 ASSESSED DEBT 1,395,345.20	SERIES 2012-1 ASSESSED DEBT 397,923.88	SERIES 2012-2 ASSESSED DEBT 258,964.78	SERIES 2012-3 ASSESSED DEBT 388,838.61	SERIES 2012-4 ASSESSED DEBT 265,528.23	SERIES 2012-5 ASSESSED DEBT 282,514.31	O&M ASSESSED 129,495.38	TOTAL ASSESSED 3,118,610.40		
	SUMMARY TAX ROLL COLLECTIONS - SERIES 2015/2012										
SERIES 2015   SERIES 2012-1   SERIES 2012-2   SERIES 2012-3   SERIES 2012-4   SERIES 2012-5   TOTAL TAX											
		DEBT	DEBT	DEBT	DEBT	DEBT	DEBT	O&M	ROLL		
DUVAL COUNTY DISTRIBUTION	DATE	RECEIVED	RECEIVED	RECEIVED	RECEIVED	RECEIVED	RECEIVED	RECEIVED	RECEIPTS		
1	11/6/2019	2,131.16	607.76	395.53	593.89	405.55	431.49	197.78	4,763.16		
2	11/15/2019	46,609.72	13,292.14	8,650.39	12,988.66	8,869.63	9,437.03	4,325.63	104,173.19		
3	11/22/2019	27,684.98	7,895.19	5,138.11	7,714.93	5,268.33	5,605.35	2,569.31	61,876.21		
4	12/6/2019	1,225,040.75	349,356.54	227,357.65	341,380.15	233,120.02	248,032.92	113,690.23	2,737,978.25		
5	12/17/2019	27,952.92	7,971.60	5,187.84	7,789.60	5,319.32	5,659.60	2,594.18	62,475.06		
6	1/7/2020	26,287.90	7,496.77	4,878.82	7,325.61	5,002.47	5,322.49	2,439.66	58,753.71		
7	1/21/2020	2,948.16	840.75	547.15	821.56	561.02	596.91	273.60	6,589.16		
8	2/6/2020	5,330.61	1,520.18	989.32	1,485.47	1,014.39	1,079.28	494.71	11,913.96		
9	3/5/2020	7,341.42	2,093.62	1,362.51	2,045.82	1,397.04	1,486.41	681.32	16,408.15		
10	3/18/2020	2,764.40	788.35	513.05	770.35	526.05	559.71	256.55	6,178.46		
11	4/6/2020	6,771.78	1,931.17	1,256.79	1,887.08	1,288.64	1,371.08	628.46	15,134.99		
12	4/20/2020	1,878.60	535.74	348.65	523.51	357.49	380.36	174.34	4,198.68		
13	5/11/2020	3,517.36	1,003.08	652.79	980.18	669.34	712.16	326.43	7,861.34		
14	5/20/2020	4,207.93	1,200.02	-	1,172.62	800.75	851.98	390.51	8,623.81		
15	6/3/2020	4,531.62	1,292.32	-	1,262.82	862.35	917.51	420.56	9,287.18		
TAX CERTIFICATES	6/18/020	5,826.37	1,661.56	-	1,623.62	1,108.73	1,179.66	540.72	11,940.66		
		-	-	-	-	-	-	-			
		-	-	-	-	-	-	-			
		-	-	-	-	-	-	-			
TOTAL TAX ROLL RECEIPTS		1,400,825.67	399,486.80	257,278.59	390,365.85	266,571.14	283,623.94	130,003.99	3,128,155.97		
BALANCE DUE TAX ROLL		(5,480.47)	(1,562.91)	1,686.19	(1,527.23)	(1,042.91)	(1,109.63)	(508.61)	(9,545.57)		
PERCENT COLLECTED TAX ROLL		100%	100%	99%	100%	100%	100%	100%	100%		

*C*.

### **Bartram Park**

### **Community Development District**

Check Register Summary 7/1/2020 - 9/30/2020

Check Date	Check #'s	Total Amount	
7/1/20 - 7/31/20	1122-1125	\$	10,070.21
8/1/20 - 8/31/20	1126-1130	\$	5,931.93
9/1/20 - 9/30/20	1131-1136	\$	12,501.51
Total		\$	28,503.65

<sup>\*</sup> Fedex Invoices will be available upon request

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/16/20 PAGE 1
\*\*\* CHECK DATES 07/01/2020 - 09/30/2020 \*\*\* BARTRAM PARK - GENERAL FUND

CHECK DAIES	BARTRAM PARK - GENERAL FUND BANK A BARTRAM PARK - GEN			
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
7/09/20 00012	7/01/20 212 202007 310-51300-34000 JUL MANAGEMENT FEES	*	3,466.67	
	7/01/20 212 202007 310-51300-35110 JUL WEBSITE ADMIN	*	41.67	
	7/01/20 212 202007 310-51300-35100 JUL INFORM TECHNOLOGY	*	83.33	
	7/01/20 212 202007 310-51300-31300	*	291.67	
	JUL DISSEMINATION SERVICE 7/01/20 212 202007 310-51300-51000 OFFICE SUPPLIES	*	.27	
	7/01/20 212 202007 310-51300-42000 POSTAGE	*	3.65	
	7/01/20 212 202007 310-51300-42500 COPIES	*	7.95	
	GOVERNMENTAL MANAGEMENT SERVICE	S		3,895.21 001122
7/16/20 00006	6/30/20 115750 202005 300-13100-10100	*	175.00	
	TIF  HOPPING GREEN & SAMS  7/01/20 25223023 202007 310-51300-32300			175.00 001123
7/16/20 00056	7/01/20 25223023 202007 310-51300-32300 FY20 TRUSTEE FEE 2015A-1	*	1,000.00	
	7/01/20 25223023 202007 300-15500-10000	*	3,000.00	
	FY21 TRUSTEE FEE 2015A-1  THE BANK OF NEW YORK MELLON  7/01/20 25223023 202007 310-51300-32300			4,000.00 001124
7/16/20 00056	7/01/20 25223023 202007 310-51300-32300 FY20 TRUSTEE FEE 2015A-2	*	500.00	
	7/01/20 25223023 202007 300-15500-10000 FY21 TRUSTEE FEE 2015A-2	*	1,500.00	
	THE BANK OF NEW YORK MELLON			2,000.00 001125
8/03/20 00011	4/30/20 194037 202004 310-51300-31100 APR PROFESSIONAL SERVICES	*	315.00	
	ENGLAND THIMS & MILLER, INC.			315.00 001126
8/14/20 00012	8/01/20 213 202008 310-51300-34000 AUG MANAGEMENT FEES	*	3,466.67	
	8/01/20 213 202008 310-51300-35110 AUG WEBSITE ADMIN	*	41.67	
	8/01/20 213 202008 310-51300-35100 AUG INFORM TECHNOLOGY	*	83.33	
	8/01/20 213 202008 310-51300-31300 AUG DISSEMINATION SERVICE	*	291.67	
	8/01/20 213 202008 310-51300-51000 OFFICE SUPPLIES	*	10.24	

BPAR BARTRAM PARK BPEREGRINO

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/16/20 PAGE 2
\*\*\* CHECK DATES 07/01/2020 - 09/30/2020 \*\*\* BARTRAM PARK - GENERAL FUND

1/2020 - 09/30/2020 ^^^ BF	ARTRAM PARK - GENERAL FUND ANK A BARTRAM PARK - GEN			
.INVOICEEXPENSED TO TE INVOICE YRMO DPT ACCT# S	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK
	12000	*	12.23	
1/20 213 202008 310-51300-4	12500	*	120.30	
COPILS	GOVERNMENTAL MANAGEMENT SERVICES			4,026.11 001127
POSTAGE REIMBURSEMENT				10 20 001120
	TRISSION BROWN			10.32 001128
1/20 116524 202006 310-51300-3	31500			
	HOPPING GREEN & SAMS			380.50 001129
9/20 20122 202007 310-51300-3	31200	*	1,200.00	
ARBIR SEZUIS & SEZUIZ	GRAU AND ASSOCIATES			1,200.00 001130
2/20 11689 202009 300-15500-1		*	6,503.00	
FIZI INSURANCE RENEWAL	EGIS INSURANCE ADVISORS, LLC			6,503.00 001131
1/20 214 202009 310-51300-3				
1/20 214 202009 310-51300-3		*	41.67	
1/20 214 202009 310-51300-3		*	83.33	
1/20 214 202009 310-51300-3	31300	*	291.67	
1/20 214 202009 310-51300-5	51000	*	.09	
1/20 214 202009 310-51300-4	12000	*	1.50	
1/20 214 202009 310-51300-4	12500	*	43.95	
COPIES	GOVERNMENTAL MANAGEMENT SERVICES			3,928.88 001132
1/20 194960 202007 310-51300-3	31100	*	135.00	
	ENGLAND THIMS & MILLER, INC.			135.00 001133
1/20 117095 202007 310-51300-3	31500	*	1,176.00	
	HOPPING GREEN & SAMS			1,176.00 001134
	INVOICE EXPENSED TO TE INVOICE YRMO DPT ACCT# S  1/20 213	TE INVOICE YRMO DPT ACCT# SUB SUBCLASS  1/20 213	BANK A BARTRAM PARK - GEN  INVOICEEXPENSED TO  TE INVOICE YEMO DPT ACCT# SUB SUBCLASS  1/20 213	BANK A BARTRAM PARK - GEN  INVOICEEXPENSED TO EXPENSED TO VENDOR NAME STATUS AMOUNT TE INVOICE YEMO DET ACCT# SUB SUBCLASS  1/20 213

BPAR BARTRAM PARK BPEREGRINO

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/ *** CHECK DATES 07/01/2020 - 09/30/2020 *** BARTRAM PARK - GENERAL FUN BANK A BARTRAM PARK - GEN		RUN 10/16/20	PAGE 3
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
9/18/20 00006 8/31/20 117096 202007 300-13100-10100 TIF	*	625.00	
HOPPING GREEN & SAMS			625.00 001135
9/25/20 00067 9/18/20 20-05465 202009 310-51300-48000 NOTICE OF MEETINGS SCHOL	*	133.63	
JACKSONVILLE DAILY RECO	RD		133.63 001136
TOTA	L FOR BANK A	28,503.65	
	-	•	
TOTA	L FOR REGISTER	28,503.65	

BPAR BARTRAM PARK BPEREGRINO

### Governmental Management Services, LLC

1001 Bradford Way Kingston, TN 37763

### Invoice

\$3,895.21

**Balance Due** 

Invoice #: 212

Invoice Date: 7/1/20

Due Date: 7/1/20

Case:

P.O. Number:

RECEIVED

Bill To:

Bartram Park CDD 475 West Town Place

Suite 114

St. Augustine, FL 32092

JUL 0 2 2020

Description	Hours/Qty	Rate	Amount
Management Fees - July 2020 / 8/0, 573 340 Website Administration - July 2020 8/57/0 Information Technology - July 2020 3/5 Dissemination Agent Services - July 2020 3/5 Office Supplies 570 Postage 420 Copies 420	Hours/Qty	3,466.67 41.67 83.33 291.67 0.27 3,65 7.95	3,466.67 41.67 83.33 291.67 0.27 3.65 7.95
	Total		\$3,895.21
	Payments/Credits		\$0.00

### Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500 1. 350, 181, 101

6 0

\_\_\_\_\_\_

June 30, 2020

Bartram Park Community Development District c/o Governmental Management Services, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092 Bill Number 115750 Billed through 05/31/2020

RECEIVED

JUL 1 5 2020

TIF

BPCDD 00114 WSH

**FOR PROFESSIONAL SERVICES RENDERED** 

Total fees for this matter

05/05/20 WSH Prepare for and participate in call with Lancaster and Hainline regarding negotiations with City of Jacksonville and St. Johns County.

0.70 hrs

,

\$175.00

**MATTER SUMMARY** 

Haber, Wesley S. 0.70 hrs 250 /hr \$175.00

TOTAL FEES \$175.00

TOTAL CHARGES FOR THIS MATTER \$175.00

**BILLING SUMMARY** 

Haber, Wesley S. 0.70 hrs 250 /hr \$175.00

TOTAL FEES \$175.00

TOTAL CHARGES FOR THIS BILL \$175.00

Please include the bill number with your payment.





### INVOICE

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

000108 XBFRSDD1 000000

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:

**Account Number:** Invoice Date:

IUL 0 8 2020

Cycle Date: Administrator:

Phone Number:

Currency:

252-2302334

BARTRAM15-A1 01-Jul-20

01-Jul-20

Caroline Cowart 904-645-1919

USD

BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2015A-1

**Proration** Subtotal <u>Total</u> Quantity Rate Flat

Trustee Fee For the period: July 01, 2020 to June 30, 2021

FY20 8/12 × 4000 = 1000 1.310, 573, 323 Invoice Total:

FY21 9/12 × 4000 = 3000 1.300, 155, 100 Satisfied To Date:

4,000,00 0.00

4,000.00

**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 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

Account Name: BNY Mellon - Fee Billing Wire Fees Please reference Invoice Number: 252-2302334

56 A

### **Billing Stub**

BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2015A-1

Invoice Number: **Account Number:** 

Invoice Date: Cycle Date:

Administrator: **Phone Number:** 

Amount:

252-2302334

BARTRAM15-A1 01-Jul-20 01-Jul-20

Caroline Cowart 904-645-1919 4,000,00 USD



### INVOICE

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

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:

Account Number:

252-2302335 **BARTRAM-A2** 

**Invoice Date:** 

01-Jul-20

Cycle Date:

01-Jul-20

Administrator:

Caroline Cowart

**Phone Number:** 

904-645-1919

Currency:

USD

BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE REFUNDING

	Quantity	Rate	<u>Proration</u>	<u>Subtotal</u>	<u>Total</u>
<u>Flat</u>					
Administration Fee For the period: July 01, 2020 to Ju	me 30, 2021				2,000.00
0 8/12 × 2000 = 500	1.310,573,30	23 In	nvoice Total:		2,000.00
9/12 × 2000 = 1500 /	· 300.155.10	ື່ Satisfi	ied To Date:		0.00
- My 2000) = 1300 /	+ (w				

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

Account Name: BNY Mellon - Fee Billing Wire Fees Please reference Invoice Number: 252-2302335

#### **Billing Stub**

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

Invoice Number: Account Number:

Invoice Date: Cycle Date:

Administrator: **Phone Number:** Amount:

252-2302335 BARTRAM-A2

01-Jul-20 01-Jul-20 Caroline Cowart

> 904-645-1919 2,000.00 USD

From: Bernadette Peregrino bperegrino@gmsnf.com &

Subject: Fwd: Bartram Park CDD - Agenda Documents 7-22-2020 - Reimbursement for mailing costs

Date: August 5, 2020 at 1:24 PM

To: Daniel Laughlin dlaughlin@gmsnf.com

Daniel,

Please cut a check for Trisston Brown for reimbursement of postage paid of \$10.32. Check to see if we have his address. Looks like he is Chairman of the board.

Thank you,
Bernadette Peregrino
District Accountant
1408 Hamlin Avenue, Unit E
Saint Cloud, FL 34771
Tel and Fax: 904-239-5309
bperegrino@gmsnf.com



90 (B) 00/, 810, 573.42

Begin forwarded message:

From: Jim Oliver <joliver@gmsnf.com>

Subject: Re: Bartram Park CDD - Agenda Documents 7-22-2020 - Reimbursement for mailing costs

Date: August 5, 2020 at 1:14:36 PM EDT

To: Trisston Brown timryanbrown@gmail.com, Bernadette Peregrino bperegrino@gmsnf.com

Cc: Wesley Haber < WesH@hgslaw.com >, Shelby Stephens < sstephens@gmsnf.com >

Thanks Trisston.

Bern: Please cut reimbursement check to Trisston. Receipt is attached.

Thanks, Jim

Jim Oliver

Governmental Management Services, LLC 475 West Town Place, Suite 114

World Golf Village

St. Augustine, Florida 32092

P: (904) 940-5850 ext. 406

F: (904) 940-5899

E-mail: joliver@gmsnf.com

On Aug 5, 2020, at 12:27 FW, Trisston Brown at imryanbrown@gmail.com a wrote:

Westeral.

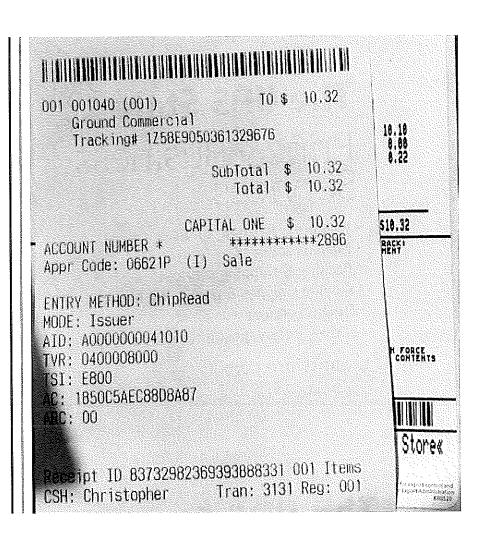
Signed Documents were placed in the mail. Copy of receipt with tracking number attached. ETA is Friday close of business.

Mailing cost was \$10.32

Trisston

On Mon, Aug 3, 2020, 7:48 PM Trisston Brown < <a href="mailto:timryanbrown@gmail.com">timryanbrown@gmail.com</a> wrote:

THE SECRET PROPERTY OF THE SECRET PROPERTY PR



# Hopping Green & Sams RECEIVED

Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850,222,7500

AUG 17 2020

July 31, 2020

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

Bill Number 116524 Billed through 06/30/2020

6 @ 1.810.573.815

General	Counsel
---------	---------

General C	ounsel				
BPCDD	00001	WSH			
FOR PRO	FESSION	AL SERVICES RENDERED			
06/05/20	SSW	Research physical quorum and public or pursuant to Governor's Executive Order Re-opening.		0.10 hrs	
06/16/20	WSH	Review and revise budget notice; confe	er with Stephens regar	ding same.	0.50 hrs
06/16/20	KFJ	Prepare budget hearing and audit meet	ting notice; confer wit	h Haber.	0.30 hrs
06/25/20	WSH	Review correspondence regarding virtu	al meeting for budget	adoption.	0.20 hrs
06/30/20	WSH	Prepare resolutions adopting budget ar	sments.	0.50 hrs	
06/30/20	KF)	Prepare budget hearing documents; confer with Haber.			0.20 hrs
Total fees for this matter				\$380.50	
MATTER :	SUMMAR	Y			
	Jusevito	h, Karen F Paralegal	0.50 hrs	125 /hr	\$62.50
		Sarah S.	0.10 hrs	180 /hr	\$18.00
	Haber, \	Wesley S.	1.20 hrs	250 /hr	\$300.00
		TOTAL FEES			\$380.50
TOTAL CHARGES FOR THIS MATTER				\$380.50	
BILLING	SUMMAF	<u>RY</u>			
	Jusevito	ch, Karen F Paralegal	0.50 hrs	125 /hr	\$62.50
			0.40 1	100 0	440.00

Jusevitch, Karen F Paralegal	0.50 hrs	125 /hr	\$62.50
Warren, Sarah S.	0.10 hrs	180 /hr	\$18.00
Haber, Wesley S.	1.20 hrs	250 /hr	\$300.00

\$380.50 **TOTAL FEES** 

\_\_\_\_\_

#### TOTAL CHARGES FOR THIS BILL

\$380.50

#### **Grau and Associates**

951 W. Yamato Road, Suite 280 Boca Raton, FL 33431www.graucpa.com

Phone: 561-994-9299

Bartram Park Community Development District 1408 Hamlin Avenue, Unit E Saint Cloud, FL 34771

Invoice No.

20122

Date

07/29/2020

SERVICE AMOUNT

Arbitrage Series 2015 FYE 06/30/2020 and Series 2012 FYE 5/31/2020

\$ 1,200.00

Fax: 561-994-5823

Current Amount Due

\$ 1,200,00

RECEIVED

AUG 2 0 2020

30 (A) 1,310,573.212

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



Bartram Park CDD

475 West Town Place, Suite 114

Saint Augustine, FL 32092

July 31, 2020

Project No:

00236.50001

Invoice No:

0194960

Project

00236.50001

Bartram Park CDD-Interim Engineer.Serv.

CDD MeetingRequisitions/Invoices

Professional Services rendered through July 31, 2020

**Professional Personnel** 

**Amount** Hours Rate Principal 135.00 Maggiore, Matthew 7/25/2020 .75 180.00 BOS meeting attendance. 135.00 Totals .75

**Total Labor** 

135.00

Invoice Total this Period

\$135.00

**Outstanding Invoices** 

**Balance** Number Date 315.00 0194037 4/30/2020 315.00 Total

**Total Now Due** 

\$450.00

**Billings to Date** 

Current 135.00

**Prior** 61,345.60

Total 61,480.60

11 A) 1,810,573,311

### RECEIVED

## Hopping Green & Sams

Attorneys and Counselors

SEP 1 4 2020

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

August 31, 2020

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

Bill Number 117095 Billed through 07/31/2020

60 1.810.518.315

#### **General Counsel**

00001 **BPCDD WSH** 

FOR PRO	ESSION	AL SERVICES RENDERED	
07/13/20	WSH	Confer with Lancaster and Oliver regarding JEA easement.	0.40 hrs
07/15/20	WSH	Review and revise minutes; confer with Stephens regarding agenda; review correspondence from counsel for developer regarding JEA easement.	0.70 hrs
07/16/20	WSH	Review JEA easement and relocation agreement; confer with counsel for developer regarding same.	0.80 hrs
07/16/20	SSW	Conduct ongoing research regarding compliance with public meeting requirements for district meetings held remotely using communications media technology; review executive orders issued by Executive Office of the Governor regarding conducting local government public meetings; correspond with representatives of Attorney General's Office and research questions regarding potential extension of waiver of physical quorum requirement for district meetings, manner of conducting district meetings in the event of expiration of same, and meeting and public hearing notice requirements related to same.	0.40 hrs
07/21/20	WSH	Prepare for board meeting; confer with developer's counsel regarding JEA agreements.	0.60 hrs
07/22/20	WSH	Prepare for and participate in board meeting.	0.80 hrs
07/22/20	KFJ	Research general election candidate information.	0.20 hrs
07/24/20	WSH	Confer with Maggiore regarding JEA easement.	0.20 hrs
07/27/20	WSH	Review documents and prepare correspondence to Oliver and Brown regarding JEA easement and relocation agreement.	0.50 hrs
07/29/20	WSH	Confer with Brown regarding execution of JEA documents.	0.20 hrs
07/30/20	JJ	Follow up on Governor's Office request for information regarding impact of quorum waiver extension.	0.10 hrs
	Total fe	es for this matter	\$1,176.00

Bartram Park CDD - General Cou	Bill No. 117095			Page 2
MATTER SUMMARY				
Johnson, Jonathan T.		0.10 hrs	290 /hr	\$29.00
Jusevitch, Karen F Paralegal		0.20 hrs	125 /hr	\$25.00
Warren, Sarah S.		0.40 hrs	180 /hr	\$72.00
Haber, Wesley S.		4.20 hrs	250 /hr	\$1,050.00
	TOTAL FEES			\$1,176.00
TOTAL CHARGES FOR TH	IS MATTER			\$1,176.00
BILLING SUMMARY				
Johnson, Jonathan T.		0.10 hrs	290 /hr	\$29.00
Jusevitch, Karen F Paralegal		0.20 hrs	125 /hr	\$25.00
Warren, Sarah S.		0.40 hrs	180 /hr	\$72.00
Haber, Wesley S.		4.20 hrs	250 /hr	\$1,050.00
	TOTAL FEES			\$1,176.00
TOTAL CHARGES FOR	THIS BILL			\$1,176.00



Attorneys and Counselors

SEP 1 4 2020

\$625.00

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

August 31, 2020

Bartram Park Community Development District c/o Governmental Management Services, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092 Bill Number 117096
Billed through 07/31/2020

6 (Ā) 1. 300,131./07.

TIF				1.800,	181.101.
BPCDD	00114	WSH			
FOR PRO	FESSION.	AL SERVICES RENDERED  Prepare for and participate in conference			
07/20/20	WSH	•	0.50 hrs		
07/22/20	WSH	ounty regarding	0.60 hrs		
07/28/20	WSH	Review draft development agreement an Lancaster regarding same.	0.90 hrs		
07/31/20	WSH	Confer with Avery-Smith regarding devel	loper agreement.		0.50 hrs
	Total fee	es for this matter			\$625.00
MATTER :	SUMMAR	<u>Y</u>			
	Haber, \	Vesley S.	2.50 hrs	250 /hr	\$625.00
		TOTAL FEES			\$625.00
	7	TOTAL CHARGES FOR THIS MATTER		-	\$625.00
BILLING	SUMMAR	<u>NY</u>			
	Haber, \	Wesley S.	2.50 hrs	250 /hr	\$625.00
		TOTAL FEES			\$625.00

Please include the bill number with your payment.

**TOTAL CHARGES FOR THIS BILL** 

# **Jacksonville Daily Record**

# A Division of Daily Record & Observer, LLC

P.O. Box 1769 Jacksonville, FL 32201 (904) 356-2466

#### **INVOICE**

RECEIVED

September 18, 2020

Date

SEP 182020

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

	Payment Due Upon Receipt
Serial # 20-05465D PO/File #	\$133.63
Notice of Meetings	Amount Due
	Amount Paid
Bartram Park Community Development District	\$133.63
	Payment Due
Case Number	***************************************
Publication Dates 9/18	
County Duval	64 P)
Payment is due before the	64 B 1,810.513.480

Payment is due before the Proof of Publication is released.

For your convenience, you may remit payment at jaxdailyrecord.com/send-payment.

Your notice can be found at www.jaxdailyrecord.com

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

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

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

#### NOTICE OF MEETINGS BARTRAM PARK

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 2021 at
11:00 a.m. at England-Thims &
Miller, Inc., 14775 Old St. Augustine Road, Jacksonville, Florida
19268 or the Spurth Wedpagglay of 32258, on the fourth Wednesday of 32298, on the fourth wednesday of the mooths listed (\*unless notated otherwise) as follows: October 28, 2020 January 27, 2021 April 28, 2021 July 28, 2021 It is anticipated that the meet-

ings will take place at the location above. In the event that the COVID-19 public health emergency prevents the meetings from occurring in-person, the District may conduct the meetings by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69 and 20-123, issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Flor-

ida Statutes. While it may be necessary to hold the above referenced public hearing and meeting utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Participants are strongly encouraged to submit questions and comments to the District Manager's Office at joliver@gmsnf.com or by calling 904-940-5850, in advance of the

sort-so-cook in the tender in the meeting to facilitate the Board's consideration of such questions and comments during the meeting. 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 proceed-ings 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 00 (20-05465D) Sep. 18



# **Bartram Park**

### **Community Development District**

		ng Request # 3 ugust 25, 2020
	PAYEE	TIF
1	Hopping Green & Sams	
	Invoice # 115750 TIF 6/30/2020	\$ 175.00
	TOTAL	\$ 175.00

Please make check payable to:

#### **Bartram Park CDD**

475 West Town Place Ste 114 Saint Augustine FL 32092

Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500 1. 350, 181, 101

6 0

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June 30, 2020

Bartram Park Community Development District c/o Governmental Management Services, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092 Bill Number 115750 Billed through 05/31/2020

RECEIVED

JUL 1 5 2020

TIF

BPCDD 00114 WSH

**FOR PROFESSIONAL SERVICES RENDERED** 

Total fees for this matter

05/05/20 WSH Prepare for and participate in call with Lancaster and Hainline regarding negotiations with City of Jacksonville and St. Johns County.

0.70 hrs

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\$175.00

**MATTER SUMMARY** 

Haber, Wesley S. 0.70 hrs 250 /hr \$175.00

TOTAL FEES \$175.00

TOTAL CHARGES FOR THIS MATTER \$175.00

**BILLING SUMMARY** 

Haber, Wesley S. 0.70 hrs 250 /hr \$175.00

TOTAL FEES \$175.00

TOTAL CHARGES FOR THIS BILL \$175.00

# **Bartram Park**

### **Community Development District**

		Funding Request # October 13, 202			
	PAYEE		TIF		
1	Hopping Green & Sams				
	Invoice # 117096 TIF 7/31/2020	\$	625.00		
	Invoice # 117748 TIF 8/31/2020	\$	1,750.00		
	TOTAL	\$	2,375.00		

Please make check payable to:

#### **Bartram Park CDD**

475 West Town Place Ste 114 Saint Augustine FL 32092



Attorneys and Counselors

SEP 1 4 2020

\$625.00

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

August 31, 2020

Bartram Park Community Development District c/o Governmental Management Services, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092 Bill Number 117096
Billed through 07/31/2020

6 (Ā) 1. 300,131./07.

TIF				1.800,	181.101.
BPCDD	00114	WSH			
FOR PRO	FESSION.	AL SERVICES RENDERED  Prepare for and participate in conference			
07/20/20	WSH	•	0.50 hrs		
07/22/20	WSH	ounty regarding	0.60 hrs		
07/28/20	WSH	Review draft development agreement an Lancaster regarding same.	0.90 hrs		
07/31/20	WSH	Confer with Avery-Smith regarding devel	loper agreement.		0.50 hrs
	Total fee	es for this matter			\$625.00
MATTER :	SUMMAR	<u>Y</u>			
	Haber, \	Vesley S.	2.50 hrs	250 /hr	\$625.00
		TOTAL FEES			\$625.00
	7	TOTAL CHARGES FOR THIS MATTER		-	\$625.00
BILLING	SUMMAR	<u>NY</u>			
	Haber, \	Wesley S.	2.50 hrs	250 /hr	\$625.00
		TOTAL FEES			\$625.00

Please include the bill number with your payment.

**TOTAL CHARGES FOR THIS BILL** 

Attorneys and Counselors

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

September 30, 2020

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

Bill Number 117748 Billed through 08/31/2020

BPCDD	00114	WSH
FOR DROF	FSSTONAL	SERVICES RENDERED

FOR PROFESSIONAL SERVICES RENDERED				
	08/03/20	WSH	Review correspondence and confer with Avery Smith regarding need for interlocal agreement.	0.50 hrs
	08/06/20	WSH	Confer with Avery-Smith and Hainline regarding developer agreements; review drafts of same.	1.10 hrs
	08/07/20	WSH	Prepare for and participate in conference call regarding developer agreements.	1.20 hrs
	08/14/20	WSH	Prepare for and participate in conference call regarding agreements with City of Jacksonville and St. Johns County; review and revise same.	1.80 hrs
	08/18/20	WSH	Review and revise developer agreement.	1.30 hrs
	08/20/20	WSH	Prepare for and participate in call with Lancaster and Hainline regarding agreement.	0.70 hrs
	08/28/20	WSH	Confer with Dame regarding TIF agreement.	0.40 hrs
		Total fee	s for this matter	\$1,750.00

#### **MATTER SUMMARY**

Haber, Wesley S.	7.00 hrs	250 /hr	\$1,750.00				
TOTAL FEES			\$1,750.00				
TOTAL CHARGES FOR THIS MATTER			\$1,750.00				
BILLING SUMMARY							

Haber, Wesley S.		7.00 hrs	250 /hr	\$1,750.00
	TOTAL FEES			\$1,750.00

#### -----\$1,750.00 **TOTAL CHARGES FOR THIS BILL**

TIF Bill No. 117748 Page 2

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