

***ISLES OF BARTRAM PARK***  
***Community Development District***

*May 20, 2020*

# *Isles of Bartram*

## *Community Development District*

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

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

May 13, 2020

Board of Supervisors  
Isles of Bartram Park  
Community Development District

Dear Board Members:

The regular meeting of the Isles of Bartram Park Community Development District will be held **Wednesday, May 20, 2020 at 2:00 p.m.** via *Zoom* Media Technology. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comment
- III. Approval of Minutes of the November 20, 2019 Meeting
- IV. Public Hearing for Consideration of Resolution 2020-02, Adopting Amended and Restated Rules of Procedure
- V. Consideration of Resolution 2020-03, Adopting Internal Controls Policy
- VI. Presentation of Financial Audit for Fiscal Year 2019
- VII. Consideration of Resolution 2020-04, Approving Fiscal Year 2021 Proposed Budget & Setting Public Hearing Date for Adoption
- VIII. Consideration of Resolution 2020-05, Setting Landowners' Election Date
- IX. Consideration of Resolution 2020-06, Begin Conducting General Elections
- X. Consideration of Agreement with Lake Doctors, Inc. for Fountain Maintenance Services
- XI. Consideration of Agreement with Lake Doctors, Inc. for Lake Maintenance Services
- XII. Consideration of Resident Request for Release of Easement
- XIII. Other Business
- XIV. Staff Reports
  - A. Attorney
  - B. Engineer
  - B. Manager – Report on Number of Registered Voters
- XV. Supervisors' Requests
- XVI. Audience Comments
- XVII. Financial Reports
  - A. Balance Sheet as of April 30, 2020 and Statement of Revenues & Expenditures
  - B. Assessment Receipt Schedule
  - C. Approval of Check Register

- D. Ratification of Requisition No. 2
- XVIII. Next Scheduled Meeting – July 22, 2020 at 2:00 p.m. at the offices of GMS
- XIX. Adjournment

Minutes from the November 20, 2019 meeting are enclosed for your review.

The fourth order of business is the public hearing for consideration of Resolution 2020-02, adopting amended and restated Rules of Procedure. A copy of the resolution is enclosed for your review.

The fifth order of business is the consideration of resolution 2020-03, adopting internal controls policy. A copy of the resolution is enclosed for your review.

The sixth order of business is the consideration of resolution 2020-04, approving fiscal year 2021 proposed budget and setting public hearing date for adoption. A copy of the resolution is enclosed for your review. A copy of the budget will be provided under separate cover.

The seventh order of business is the consideration of resolution 2020-05, setting Landowners' election date. A copy of the resolution is enclosed for your review.

The eighth order of business is the consideration of resolution 2020-06, begin conducting General elections. A copy of the resolution is enclosed for your review.

The ninth order of business is the consideration of agreement with Lake Doctors, Inc. for fountain maintenance services. A copy of the agreement is enclosed for your review.

The tenth order of business is the consideration of agreement with Lake Doctors, Inc. for lake maintenance services. A copy of the agreement is enclosed for your review.

The eleventh order of business is the consideration of resident request for release of easement.

The twelfth order of business is the presentation of financial audit for fiscal year 2019. A copy of the audit is enclosed for your review.

Listed under manager reports is the report on number of registered voters.

Copies of the balance sheet and statement of revenue & expenditures, assessment receipt schedule, check register and requisition are enclosed for your review.

The balance of the agenda is routine in nature and staff will give their reports at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

*James Oliver*

James Oliver  
District Manager

cc: Jason Walters  
Darrin Mossing  
Jennifer Gillis  
Gabriel McKee

## *AGENDA*

*Isles of Bartram Park  
Community Development District  
Agenda*

Wednesday  
May 20, 2020  
2:00 p.m.

Office of GMS  
475 West Town Place, Suite 114  
St. Augustine, FL 32092  
islesofbartramparkcdd.com  
**Call In # 800-264-8432 Code 9694032**

- I. Roll Call
- II. Audience Comment
- III. Approval of Minutes of the November 20, 2019 Meeting
- IV. Public Hearing for Consideration of Resolution 2020-02, Adopting Amended and Restated Rules of Procedure
- V. Consideration of Resolution 2020-03, Adopting Internal Controls Policy
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  - A. Attorney

- B. Engineer
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  - A. Balance Sheet as of April 30, 2020 and Statement of Revenues & Expenditures
  - B. Assessment Receipt Schedule
  - C. Approval of Check Register
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- XIX. Adjournment

## *MINUTES*

MINUTES OF MEETING  
ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Isles of Bartram Park Community Development District was held on Tuesday, November 20, 2019 at 2:00 p.m. at the Offices of GMS, 475 West Town Place, Suite 114, St. Augustine, FL 32092.

Present and constituting a quorum were:

|                  |               |
|------------------|---------------|
| Zenzi Rogers     | Chairperson   |
| Chris Mayo       | Vice Chairman |
| Joe Panchula     | Supervisor    |
| Ginny Feiner     | Supervisor    |
| Mike Della Penta | Supervisor    |

Also present were:

|               |                             |
|---------------|-----------------------------|
| Jim Oliver    | District Manager            |
| Jason Walters | District Counsel (by phone) |

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Oliver called the meeting to order at 2:00 p.m.

**SECOND ORDER OF BUSINESS**

**Audience Comment**

There were no members of the public in attendance.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the August 21, 2019 Meeting**

Mr. Oliver stated included in your agenda package is a copy of the minutes of the August 21, 2019 meeting. Are there any additions, corrections or deletions?

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|--|
| On MOTION by Ms. Rogers seconded by Mr. Mayo with all in favor the Minutes of the August 21, 2019 Meeting were approved. |
|--|

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-01, Setting a Public Hearing Date for the Purpose of Adopting Amended and Restated Rules of Procedure**

Mr. Oliver stated every few years the attorneys at Hopping Green & Sams will go through the statutory changes and update the rules of procedure. There is a redlined version in your agenda package. Today, we would set the public hearing. I would propose we hold the public hearing at the May 20, 2020 meeting.

On MOTION by Ms. Rogers seconded by Mr. Della Penta with all in favor Resolution 2020-01 Setting a Public Hearing Date for the Purpose of Adopting Amended and Restated Rules of Procedure for May 20, 2020 at 2:00 p.m. at the Offices of GMS, 475 West Town Place, Suite 114, St. Augustine, FL 32092 was approved.

**FIFTH ORDER OF BUSINESS****Conveyance of Stormwater Management Facility (SMF) to CDD**

Mr. Oliver stated I realize we were waiting on acceptance of the conveyance

On MOTION by Ms. Rogers seconded by Mr. Della Penta with all in favor the Conveyance of Stormwater Management Facility (SMF) to CDD was approved, subject to preparation of all necessary documents by District Counsel & review & approval by the Chair.

**SIXTH ORDER OF BUSINESS****Consideration of FY19 Audit Engagement Letter with Grau & Associates**

Mr. Oliver stated this is the firm that you selected through the RFP process. The amount of the service is \$4,000 and that is the same amount that you budgeted.

On MOTION by Ms. Rogers seconded by Mr. Panchula with all in favor the FY19 Audit Engagement Letter with Grau & Associates was approved.

**SEVENTH ORDER OF BUSINESS****Ratification of Agreement with NewAgeTutors LLC, DBA VGlobalTech for Website Auditing and Remediation Services**

Mr. Oliver stated included in your agenda package is a copy of the agreement with NewAgeTutors, LLC dba VGlobalTech.

On MOTION by Ms. Rogers seconded by Mr. Della Penta with all in favor the Agreement with NewAgeTutors, LLC DBA VGlobalTech for Website Auditing and Remediation Services was ratified.

**EIGHTH ORDER OF BUSINESS**                      **Other Business**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS**                      **Staff Reports**

**A. Attorney**

There being none, the next item followed.

**B. Engineer**

There being none, the next item followed.

**C. Manager – Discussion of Amendments to the FY 20 Meeting Schedule**

Mr. Oliver stated we looked at a quarterly meeting schedule for FY 20 but there were a couple of scheduling conflicts. I wanted to know if we could set the February 19<sup>th</sup> meeting to be January 15<sup>th</sup> and we could cancel it if there is no business to bring before the board. I would also propose that we move our August meeting to July 22, 2020.

|   |
|---|
| On MOTION by Ms. Rogers seconded by Mr. Della Penta with all in favor the Revised Meeting Schedule for FY20 was approved. |
|---|

**TENTH ORDER OF BUSINESS**                      **Supervisors' Requests and Audience Comments**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS**                      **Financial Reports**

**A. Balance Sheet as of September 30, 2019 and Statement of Revenues & Expenditures**

Mr. Oliver stated included in your agenda package is a copy of the balance sheet and income statement.

**B. Assessment Receipt Schedule**

Mr. Oliver stated included in your agenda package is an assessment receipt schedule.

**C. Approval of Check Register**

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

|  |
|--|
| On MOTION by Ms. Rogers seconded by Mr. Della Penta with all in favor the Check Register was approved. |
|--|

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| On MOTION by Ms. Rogers seconded by Mr. Della Penta with all in favor Funding Request #36 totaling \$28,985.55 was approved. |
|--|

**TWELFTH ORDER OF BUSINESS**

**Next Scheduled Meeting – January 15, 2020  
at 2:00 p.m. at the Offices of GMS**

Mr. Oliver stated the next scheduled meeting is January 15, 2020 at 2:00 p.m. at this location.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

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|--|
| On MOTION by Ms. Rogers seconded by Mr. Della Penta with all in favor the Meeting was adjourned. |
|--|

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson / Vice Chairperson

## *FOURTH ORDER OF BUSINESS*

## **RESOLUTION 2020-02**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the District has previously adopted Rules of Procedure to govern the administration of the District; and

**WHEREAS**, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

**WHEREAS**, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

**SECTION 1.** The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure replace all prior versions of the Rules of Procedure and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

**SECTION 2.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of MAY, 2020.

**ATTEST:**

**ISLES OF BARTRAM PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A:** Amended and Restated Rules of Procedure

**EXHIBIT A:**  
AMENDED AND RESTATED RULES OF PROCEDURE

**AMENDED AND RESTATED  
RULES OF PROCEDURE  
ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF MAY 20, 2020**

**TABLE OF CONTENTS**

|           |  |    |
|-----------|--|----|
| Rule 1.0  | General .....  | 2  |
| Rule 1.1  | Board of Supervisors; Officers and Voting .....  | 3  |
| Rule 1.2  | District Offices; Public Information and Inspection of Records; Policies;<br>Service Contract Requirements; Financial Disclosure Coordination..... | 7  |
| Rule 1.3  | Public Meetings, Hearings, and Workshops .....   | 10 |
| Rule 1.4  | Internal Controls to Prevent Fraud, Waste and Abuse .....  | 15 |
| Rule 2.0  | Rulemaking Proceedings .....   | 16 |
| Rule 3.0  | Competitive Purchase .....   | 22 |
| Rule 3.1  | Procedure Under the Consultants' Competitive Negotiations Act .....  | 27 |
| Rule 3.2  | Procedure Regarding Auditor Selection .....  | 31 |
| Rule 3.3  | Purchase of Insurance .....  | 36 |
| Rule 3.4  | Pre-qualification .....  | 38 |
| Rule 3.5  | Construction Contracts, Not Design-Build .....   | 43 |
| Rule 3.6  | Construction Contracts, Design-Build .....   | 47 |
| Rule 3.7  | Payment and Performance Bonds .....  | 52 |
| Rule 3.8  | Goods, Supplies, and Materials .....   | 53 |
| Rule 3.9  | Maintenance Services .....   | 57 |
| Rule 3.10 | Contractual Services .....   | 60 |
| Rule 3.11 | Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5,<br>3.6, 3.8, and 3.9 .....   | 61 |
| Rule 4.0  | Effective Date .....   | 64 |

**Rule 1.0      General.**

- (1) The Isles of Bartram Park Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Rule 1.1      Board of Supervisors; Officers and Voting.**

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
  - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
  - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.3143, 190.006, 190.007, Fla. Stat.

**Rule 1.2      District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.**

- (1)    District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a)    Agenda packages for prior 24 months and next meeting;
  - (b)    Official minutes of meetings, including adopted resolutions of the Board;
  - (c)    Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d)    Adopted engineer's reports;
  - (e)    Adopted assessment methodologies/reports;
  - (f)    Adopted disclosure of public financing;
  - (g)    Limited Offering Memorandum for each financing undertaken by the District;
  - (h)    Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i)    District policies and rules;
  - (j)    Fiscal year end audits; and
  - (k)    Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2)    Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed

as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

### **Rule 1.3      Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
  - (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 940-5850. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager
    - 1. Financial Report
    - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

**Rule 1.4      Internal Controls to Prevent Fraud, Waste and Abuse**

- (1)    Internal Controls. The District shall establish and maintain internal controls designed to:
- (a)    Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
  - (b)    Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (c)    Support economical and efficient operations; and
  - (d)    Ensure reliability of financial records and reports; and
  - (e)    Safeguard assets.
- (2)    Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 218.33(3), Fla. Stat.

## **Rule 2.0      Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
  - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
  - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
  - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
  - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
  - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
    - (iii) Regulate the course of the hearing, including any pre-hearing matters;
    - (iv) Enter orders; and
    - (v) Make or receive offers of settlement, stipulation, and adjustment.
  - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;
    - (ii) The type of action requested;
    - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
    - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
  - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.035(2), Fla. Stat.

### **Rule 3.0      Competitive Purchase.**

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
  - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
  - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
  - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
  - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;
  - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
  - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.033, 255.20, 287.055, Fla. Stat.

**Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.**

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
  - (a) Hold all required applicable state professional licenses in good standing;
  - (b) Hold all required applicable federal licenses in good standing, if any;
  - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
  - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the

right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
  - (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

### **Rule 3.2      Procedure Regarding Auditor Selection.**

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1)    Definitions.

- (a)    "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b)    "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2)    Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3)    Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a)    Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
  - (i) Ability of personnel;
  - (ii) Experience;
  - (iii) Ability to furnish the required services; and
  - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
  - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
  - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
  - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
  - (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 119.0701, 218.33, 218.391, Fla. Stat.



### **Rule 3.3      Purchase of Insurance.**

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 112.08, Fla. Stat.

### **Rule 3.4      Pre-qualification**

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
  - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
  - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
  - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
  - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
  - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
  - xii. The vendor or affiliate(s) has been convicted of a contract crime.
    - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
    - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 190.033, 255.0525, 255.20, Fla. Stat.

**Rule 3.5      Construction Contracts, Not Design-Build.**

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.6      Construction Contracts, Design-Build.**

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
  - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
  - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
  - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
    - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
    - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if [the proposals are too high](#), or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
  9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.7      Payment and Performance Bonds.**

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 255.05, Fla. Stat.

### **Rule 3.8      Goods, Supplies, and Materials.**

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

**Rule 3.9      Maintenance Services.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
  - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
  - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.  
**Law Implemented:** §§ 119.0701, 190.033, 287.017, Fla. Stat.

**Rule 3.10 Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

**Rule 3.11      Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.**

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1)      Filing.

- (a)      With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b)      Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c)      If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
  - (a) Administer oaths and affirmations;
  - (b) Rule upon offers of proof and receive relevant evidence;
  - (c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 190.033, Fla. Stat.

**Rule 4.0      Effective Date.**

These Rules shall be effective \_\_\_\_\_, 20\_\_, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

## *FIFTH ORDER OF BUSINESS*

**RESOLUTION 2020-03**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

**WHEREAS**, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

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

**SECTION 1.** The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

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

**PASSED AND ADOPTED THIS 20<sup>TH</sup> DAY OF MAY, 2020.**

**ATTEST:**

**ISLES OF BARTRAM PARK  
COMMUNITY DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairman, Board of Supervisors

## **EXHIBIT “A”**

### **ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT INTERNAL CONTROLS POLICY**

#### **1. Purpose.**

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Isles of Bartram Park Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
  - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
  - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
  - 1.2.3. Support economical and efficient operations.
  - 1.2.4. Ensure reliability of financial records and reports.
  - 1.2.5. Safeguard Assets (as hereinafter defined).

#### **2. Definitions.**

- 2.1. “Abuse” means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. “Assets” means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. “Auditor” means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. “Board” means the Board of Supervisors for the District.
- 2.5. “District Management” means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

- 2.6. “Fraud” means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity’s assets, bribery, or the use of one’s position for personal enrichment through the deliberate misuse or misapplication of an organization’s resources.
- 2.7. “Internal Controls” means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. “Risk” means anything that could negatively impact the District’s ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. “Waste” means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

### **3. Control Environment.**

#### **3.1. Ethical and Honest Behavior.**

- 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
- 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

### **4. Risk Assessment.**

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management’s Risk assessments shall include, but not be limited to:
  - 4.1.1. Identifying potential hazards.
  - 4.1.2. Evaluating the likelihood and extent of harm.
  - 4.1.3. Identifying cost-justified precautions and implementing those precautions.

## **5. Control Activities.**

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.

5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.

5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).

5.1.1.5. Maintaining a schedule of the District's material fixed Assets.

5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).

5.1.1.7. Retaining and restricting access to sensitive documents.

5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.

5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
- 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
- 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.
- 5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

## **6. Information and Communication.**

- 6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

## **7. Monitoring Activities.**

- 7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:
  - 7.1.1.1. Review its operational processes.
  - 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
  - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
  - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

**Specific Authority:** §§ 190.011(5), 218.33(3), *Florida Statutes*

**Effective date:** [REDACTED], 2020

## *SIXTH ORDER OF BUSINESS*

**ISLES OF BARTRAM PARK  
COMMUNITY DEVELOPMENT DISTRICT  
ST. JOHNS COUNTY, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2019**

**ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT  
ST. JOHNS COUNTY, FLORIDA**

**TABLE OF CONTENTS**

|  | <u>Page</u> |
|--|-------------|
| INDEPENDENT AUDITOR'S REPORT   | 1-2         |
| MANAGEMENT'S DISCUSSION AND ANALYSIS   | 3-6         |
| BASIC FINANCIAL STATEMENTS   |             |
| Government-Wide Financial Statements:  |             |
| Statement of Net Position  | 7           |
| Statement of Activities  | 8           |
| Fund Financial Statements:   |             |
| Balance Sheet – Governmental Funds   | 9           |
| Reconciliation of the Balance Sheet - Governmental Funds to the<br>Statement of Net Position   | 10          |
| Statement of Revenues, Expenditures and Changes in Fund Balances –<br>Governmental Funds   | 11          |
| Reconciliation of the Statement of Revenues, Expenditures and Changes in<br>Fund Balances of Governmental Funds to the Statement of Activities   | 12          |
| Notes to the Financial Statements  | 13-20       |
| REQUIRED SUPPLEMENTARY INFORMATION   |             |
| Schedule of Revenues, Expenditures and Changes in Fund Balance –<br>Budget and Actual – General Fund   | 21          |
| Notes to Required Supplementary Information  | 22          |
| INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL<br>REPORTING AND COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT<br>OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH<br>GOVERNMENT AUDITING STANDARDS | 23-24       |
| INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS<br>OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10)<br>OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA                                  | 25          |
| MANAGEMENT LETTER REQUIRED BY CHAPTER 10.550 OF THE RULES<br>OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA  | 26-27       |



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## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
Isles of Bartram Park Community Development District  
St. Johns County, Florida

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Isles of Bartram Park Community Development District, St. Johns County, Florida ("District") as of and for the fiscal year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. 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 believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2019, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated February 28, 2020, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

February 28, 2020

## MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Isles of Bartram Park Community Development District, St. Johns County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2019. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

### FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$3,895,833).
- The change in the District's total net position in comparison with the prior fiscal year was \$73,778, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2019, the District's governmental funds reported combined ending fund balances of \$977,477, an increase of \$97,007 in comparison with the prior fiscal year. A portion of fund balance is restricted for debt service, capital projects, non-spendable for prepaids and the remainder is unassigned fund balance which is available for spending at the District's discretion.

### OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

#### Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

## OVERVIEW OF FINANCIAL STATEMENTS (Continued)

### Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund, and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general and debt service funds. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

### Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

### GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

| NET POSITION<br>SEPTEMBER 30,                |                |    |             |
|--|----------------|----|-------------|
|  | 2019           |    | 2018        |
| Assets, excluding capital assets             | \$ 993,242     | \$ | 942,087     |
| Capital assets, net of depreciation          | 6,889,605      |    | 7,015,351   |
| Total assets                                 | 7,882,847      |    | 7,957,438   |
| Liabilities, excluding long-term liabilities | 247,734        |    | 185,764     |
| Long-term liabilities                        | 11,530,946     |    | 11,741,285  |
| Total liabilities                            | 11,778,680     |    | 11,927,049  |
| Net Position                                 |                |    |             |
| Net investment in capital assets             | (4,640,560)    |    | (4,720,309) |
| Restricted                                   | 709,755        |    | 740,859     |
| Unrestricted                                 | 34,972         |    | 9,839       |
| Total net position                           | \$ (3,895,833) | \$ | (3,969,611) |

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

## GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

Key elements of the change in net position are reflected in the following table:

| CHANGES IN NET POSITION<br>FOR THE FISCAL YEAR ENDED SEPTEMBER 30, |                |    |             |
|--|----------------|----|-------------|
|  | 2019           |    | 2018        |
| Revenues:  |                |    |             |
| Program revenues   |                |    |             |
| Charges for services   | \$ 983,808     | \$ | 994,994     |
| Operating grants and contributions                                 | 57,780         |    | 86,181      |
| Capital grants and contributions                                   | 122            |    | 224,400     |
| General revenues   | -              |    | 463         |
| Total revenues   | 1,041,710      |    | 1,306,038   |
| Expenses:  |                |    |             |
| General government   | 93,503         |    | 99,393      |
| Maintenance and operations   | 204,075        |    | 219,966     |
| Interest on long-term debt   | 670,354        |    | 479,615     |
| Total expenses   | 967,932        |    | 798,974     |
| Change in net position   | 73,778         |    | 507,064     |
| Net position - beginning   | (3,969,611)    |    | (4,476,675) |
| Net position - ending  | \$ (3,895,833) | \$ | (3,969,611) |

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2019 was \$967,932. The costs of the District's activities were partially funded by program revenues. Program revenues are comprised primarily of assessments and Developer contributions. Programs revenues decreased in the current year because there was a decrease in capital grants and contributions.

## GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2019.

## CAPITAL ASSETS AND DEBT ADMINISTRATION

### Capital Assets

At September 30, 2019, the District had \$7,141,097 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$251,492 has been taken, which resulted in a net book value of \$6,889,605. More detailed information about the District's capital assets is presented in the notes of the financial statements.

### Capital Debt

At September 30, 2019, the District had \$11,520,000 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

## ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Isles of Bartram Park Community Development District's Finance Department at 475 West Town Place, Suite 114, St. Augustine, Florida, 32092.

**ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT  
ST. JOHNS COUNTY, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2019**

|                                  | Governmental<br>Activities |
|----------------------------------|----------------------------|
| <b>ASSETS</b>                    |                            |
| Cash                             | \$ 12,491                  |
| Assessments receivable           | 226,677                    |
| Due from Developer               | 17,143                     |
| Prepays                          | 11,176                     |
| Restricted assets:               |                            |
| Investments                      | 725,600                    |
| Cash                             | 155                        |
| Capital assets:                  |                            |
| Nondepreciable                   | 3,887,234                  |
| Depreciable, net                 | 3,002,371                  |
| Total assets                     | <u>7,882,847</u>           |
| <br><b>LIABILITIES</b>           |                            |
| Accounts payable                 | 15,765                     |
| Accrued interest payable         | 231,969                    |
| Non-current liabilities:         |                            |
| Due within one year              | 205,000                    |
| Due in more than one year        | 11,325,946                 |
| Total liabilities                | <u>11,778,680</u>          |
| <br><b>NET POSITION</b>          |                            |
| Net investment in capital assets | (4,640,560)                |
| Restricted for debt service      | 709,755                    |
| Unrestricted                     | 34,972                     |
| Total net position               | <u>\$ (3,895,833)</u>      |

See notes to the financial statements

**ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT  
ST. JOHNS COUNTY, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019**

| <u>Functions/Programs</u>     | Program Revenues |                         |  |  | Net (Expense)<br>Revenue and<br>Changes in Net<br>Position |
|-------------------------------|------------------|-------------------------|--|--|--|
|                               | Expenses         | Charges for<br>Services | Operating<br>Grants and<br>Contributions | Capital Grants<br>and<br>Contributions | Governmental<br>Activities                                 |
| Primary government:           |                  |                         |  |  |  |
| Governmental activities:      |                  |                         |  |  |  |
| General government            | \$ 93,503        | \$ 93,503               | \$ 43,433                                | \$ -                                   | \$ 43,433  |
| Maintenance and operations    | 204,075          | 55,063                  | -  | 122                                    | (148,890)  |
| Interest on long-term debt    | 670,354          | 835,242                 | 14,347                                   | -                                      | 179,235  |
| Total governmental activities | 967,932          | 983,808                 | 57,780                                   | 122                                    | 73,778   |
|                               |                  |                         |  |  |  |
|                               |                  |                         | Change in net position                   |  | 73,778   |
|                               |                  |                         | Net position - beginning                 |  | (3,969,611)  |
|                               |                  |                         | Net position - ending                    |  | <u>\$ (3,895,833)</u>                                      |

See notes to the financial statements

**ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT  
ST. JOHNS COUNTY, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2019**

|                                      | Major Funds      |                   |                     | Total<br>Governmental<br>Funds |
|--------------------------------------|------------------|-------------------|---------------------|--------------------------------|
|                                      | General          | Debt Service      | Capital<br>Projects |                                |
| <b>ASSETS</b>                        |                  |                   |                     |                                |
| Cash                                 | \$ 12,491        | 155               | \$ -                | \$ 12,646                      |
| Investments                          | -                | 719,853           | 5,747               | 725,600                        |
| Assessments receivable               | 4,975            | 221,702           | -                   | 226,677                        |
| Due from Developer                   | 17,143           | -                 | -                   | 17,143                         |
| Due from other funds                 | -                | 14                | -                   | 14                             |
| Prepays                              | 11,176           | -                 | -                   | 11,176                         |
| Total assets                         | <u>\$ 45,785</u> | <u>\$ 941,724</u> | <u>\$ 5,747</u>     | <u>\$ 993,256</u>              |
| <b>LIABILITIES AND FUND BALANCES</b> |                  |                   |                     |                                |
| Liabilities:                         |                  |                   |                     |                                |
| Accounts payable                     | \$ 10,799        | \$ -              | \$ 4,966            | \$ 15,765                      |
| Due to other funds                   | 14               | -                 | -                   | 14                             |
| Total liabilities                    | <u>10,813</u>    | <u>-</u>          | <u>4,966</u>        | <u>15,779</u>                  |
| Fund balances:                       |                  |                   |                     |                                |
| Nonspendable:                        |                  |                   |                     |                                |
| Prepays                              | 11,176           | -                 | -                   | 11,176                         |
| Restricted for:                      |                  |                   |                     |                                |
| Debt service                         | -                | 941,724           | -                   | 941,724                        |
| Capital projects                     | -                | -                 | 781                 | 781                            |
| Unassigned                           | 23,796           | -                 | -                   | 23,796                         |
| Total fund balances                  | <u>34,972</u>    | <u>941,724</u>    | <u>781</u>          | <u>977,477</u>                 |
| Total liabilities and fund balances  | <u>\$ 45,785</u> | <u>\$ 941,724</u> | <u>\$ 5,747</u>     | <u>\$ 993,256</u>              |

See notes to the financial statements

**ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT  
ST. JOHNS COUNTY, FLORIDA  
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2019**

|                                   |    |         |
|-----------------------------------|----|---------|
| Fund balance - governmental funds | \$ | 977,477 |
|-----------------------------------|----|---------|

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

|                          |                  |           |
|--------------------------|------------------|-----------|
| Cost of capital assets   | 7,141,097        |           |
| Accumulated depreciation | <u>(251,492)</u> | 6,889,605 |

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

|  |                     |                       |
|--|---------------------|-----------------------|
| Accrued interest payable                 | (231,969)           |                       |
| Bonds payable, net of premiums/discounts | <u>(11,530,946)</u> | <u>(11,762,915)</u>   |
| Net position of governmental activities  |                     | <u>\$ (3,895,833)</u> |

See notes to the financial statements

**ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT  
ST. JOHNS COUNTY, FLORIDA  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019**

|  | Major Funds |              |                     | Total<br>Governmental<br>Funds |
|--|-------------|--------------|---------------------|--------------------------------|
|  | General     | Debt Service | Capital<br>Projects |                                |
| <b>REVENUES</b>  |             |              |                     |                                |
| Assessments  | \$ 148,566  | \$ 835,242   | \$ -                | \$ 983,808                     |
| Developer contributions                                      | 43,433      | -            | -                   | 43,433                         |
| Interest   | -           | 14,347       | 122                 | 14,469                         |
| Total revenues   | 191,999     | 849,589      | 122                 | 1,041,710                      |
| <b>EXPENDITURES</b>  |             |              |                     |                                |
| Current:   |             |              |                     |                                |
| General government   | 93,503      | -            | -                   | 93,503                         |
| Maintenance and operations                                   | 73,363      | -            | -                   | 73,363                         |
| Debt Service:  |             |              |                     |                                |
| Principal  | -           | 210,000      | -                   | 210,000                        |
| Interest   | -           | 562,871      | -                   | 562,871                        |
| Bond issue costs   | -           | -            | -                   | -                              |
| Capital outlay   | -           | -            | 4,966               | 4,966                          |
| Total expenditures   | 166,866     | 772,871      | 4,966               | 944,703                        |
| Excess (deficiency) of revenues<br>over (under) expenditures | 25,133      | 76,718       | (4,844)             | 97,007                         |
| Fund balances - beginning                                    | 9,839       | 865,006      | 5,625               | 880,470                        |
| Fund balances - ending                                       | \$ 34,972   | \$ 941,724   | \$ 781              | \$ 977,477                     |

See notes to the financial statements

**ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT  
ST. JOHNS COUNTY, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019**

|   |                  |
|---|------------------|
| Net change in fund balances - total governmental funds  | \$ 97,007        |
| Amounts reported for governmental activities in the statement of activities are different because:  |                  |
| Depreciation on capital assets is not recognized in the governmental fund statement but is reported as an expense in the statement of activities.   | (125,746)        |
| Repayment of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities. | 210,000          |
| The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.  | (107,822)        |
| Amortization of Bond discounts/premiums is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.  | 339              |
| Change in net position of governmental activities   | <u>\$ 73,778</u> |

See notes to the financial statements

**ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT  
ST. JOHNS COUNTY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS**

**NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY**

Isles of Bartram Park Community Development District ("District") was established by Ordinance 2006-157 of the Board of County Commissioners of St. Johns County, pursuant to the Uniform Community Development District Act of 1980, and otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue Bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2019, four of the Board members are affiliated with Lennar Homes (the "Developer").

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. (Operating-type special assessments for maintenance and debt service are treated as charges for services.); and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### **Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

### **Assessments**

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the "Uniform Method of Collection" under Florida Statutes. Direct collected assessments are due as set forth in the annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the Uniform Method are noticed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

### **General Fund**

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

### **Debt Service Fund**

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

### **Capital Projects Fund**

The capital projects fund is used to account for the costs of major infrastructure acquired by the District and also to accumulate capital reserves for future maintenance costs and capital projects.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### **Assets, Liabilities and Net Position or Equity**

#### Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

#### Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

#### Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

#### Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

| <u>Assets</u>                   | <u>Years</u> |
|---------------------------------|--------------|
| Infrastructure - drainage       | 30           |
| Infrastructure - entry features | 15           |

#### Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### **Long-Term Obligations**

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### **Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

#### **Fund Equity/Net Position**

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

**Committed fund balance** – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

**Assigned fund balance** – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Other Disclosures

#### Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

## NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the upcoming October 1.
- b) A public hearing is conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

## NOTE 4 – DEPOSITS AND INVESTMENTS

### Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

### Investments

The District's investments were held as follows at September 30, 2019:

|                                    | Amortized Cost    | Credit Risk | Maturities |
|------------------------------------|-------------------|-------------|------------|
| Fidelity Investment Treasury 1 695 | \$ 725,600        | N/A         | N/A        |
|                                    | <u>\$ 725,600</u> |             |            |

*Credit risk* – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

*Concentration risk* – The District places no limit on the amount the District may invest in any one issuer.

*Interest rate risk* – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

## NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

### Investments (Continued)

*Fair Value Measurement* – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

## NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2019 was as follows:

|  | Beginning<br>Balance | Additions    | Reductions | Ending Balance |
|--|----------------------|--------------|------------|----------------|
| <u>Governmental activities</u>               |                      |              |            |                |
| Capital assets, not being depreciated        |                      |              |            |                |
| Land Improvements                            | \$ 3,887,234         | \$ -         | \$ -       | \$ 3,887,234   |
| Total capital assets, not being depreciated  | 3,887,234            | -            | -          | 3,887,234      |
| Capital assets, being depreciated            |                      |              |            |                |
| Infrastructure - drainage                    | 2,735,356            | -            | -          | 2,735,356      |
| Infrastructure - entry features              | 518,507              | -            | -          | 518,507        |
| Total capital assets, being depreciated      | 3,253,863            | -            | -          | 3,253,863      |
| Less accumulated depreciation for:           |                      |              |            |                |
| Infrastructure - drainage                    | (91,179)             | (91,179)     | -          | (182,358)      |
| Infrastructure - entry features              | (34,567)             | (34,567)     | -          | (69,134)       |
| Total accumulated depreciation               | (125,746)            | (125,746)    | -          | (251,492)      |
| Total capital assets, being depreciated, net | 3,128,117            | (125,746)    | -          | 3,002,371      |
| Governmental activities capital assets, net  | \$ 7,015,351         | \$ (125,746) | \$ -       | \$ 6,889,605   |

Depreciation was charged to maintenance and operations.

## NOTE 6 – LONG-TERM LIABILITIES

### **Series 2015**

On November 5, 2015, the District issued \$6,725,000 of Special Assessment Bonds, Series 2015 consisting of \$1,300,000 Term Bonds Series 2015 due November 1, 2025 with a fixed interest rate of 4.375%, \$2,060,000 Term Bonds Series 2015 due November 1, 2035 with a fixed interest rate of 5.000%, and \$3,365,000 Term Bonds Series 2015 due November 1, 2045 with a fixed interest rate of 5.125%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing November 1, 2016 through November 1, 2045.

The Series 2015 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture. This occurred during the year as the District prepaid \$20,000 of the Bonds.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2019.

### **Series 2017**

On August 16, 2017, the District issued \$5,345,000 of Special Assessment Bonds, Series 2017 consisting of \$450,000 Term Bonds due November 1, 2022 with a fixed interest rate of 3.5%, \$600,000 Term Bonds due November 1, 2027 with a fixed interest rate of 4%, \$1,655,000 Term Bonds due November 1, 2037 with a fixed interest rate of 4.625%, and \$2,640,000 Term Bonds due November 1, 2047 with a fixed interest rate of 5%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing November 1, 2018 through November 1, 2047.

The Series 2017 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture. This occurred during the year as the District prepaid \$40,000 of the Bonds.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2019.

### **Long-term Debt Activity**

Changes in long-term liability activity for the fiscal year ended September 30, 2019 were as follows:

|                                | Beginning<br>Balance | Additions   | Reductions        | Ending Balance       | Due Within<br>One Year |
|--------------------------------|----------------------|-------------|-------------------|----------------------|------------------------|
| <u>Governmental activities</u> |                      |             |                   |                      |                        |
| Bonds payable:                 |                      |             |                   |                      |                        |
| Series 2015                    | \$ 6,385,000         | \$ -        | \$ 120,000        | \$ 6,265,000         | \$ 110,000             |
| Less: original issue discount  | 47,778               | -           | 1,770             | 46,008               | -                      |
| Series 2017                    | 5,345,000            | -           | 90,000            | 5,255,000            | 95,000                 |
| Plus: original issue premium   | 59,063               | -           | 2,109             | 56,954               | -                      |
| Total                          | <u>\$ 11,741,285</u> | <u>\$ -</u> | <u>\$ 210,339</u> | <u>\$ 11,530,946</u> | <u>\$ 205,000</u>      |

## NOTE 6 – LONG-TERM LIABILITIES (Continued)

### Long-term Debt Activity (Continued)

At September 30, 2019, the scheduled debt service requirements on the long-term debt were as follows:

| Year ending<br>September 30: | Governmental Activities |                     |                      |
|------------------------------|-------------------------|---------------------|----------------------|
|                              | Principal               | Interest            | Total                |
| 2020                         | \$ 205,000              | \$ 552,657          | \$ 757,657           |
| 2021                         | 210,000                 | 544,432             | 754,432              |
| 2022                         | 215,000                 | 536,010             | 751,010              |
| 2023                         | 225,000                 | 527,281             | 752,281              |
| 2024                         | 240,000                 | 517,775             | 757,775              |
| 2025-2029                    | 1,410,000               | 2,417,145           | 3,827,145            |
| 2030-2034                    | 1,800,000               | 2,036,915           | 3,836,915            |
| 2035-2039                    | 2,285,000               | 1,543,339           | 3,828,339            |
| 2040-2044                    | 2,920,000               | 892,113             | 3,812,113            |
| 2045-2048                    | 2,010,000               | 165,274             | 2,175,274            |
| Total                        | <u>\$ 11,520,000</u>    | <u>\$ 9,732,941</u> | <u>\$ 21,252,941</u> |

## NOTE 7 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund a portion of the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$43,433 which includes a receivable of \$17,143 at September 30, 2019.

In addition, the Developer remitted assessments of \$393,939 to the District during the current fiscal year.

## NOTE 8 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

## NOTE 9 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

## NOTE 10 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

**ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT  
ST. JOHNS COUNTY, FLORIDA  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019**

|  | Budgeted<br>Amount<br><u>Original &amp; Final</u> | Actual<br>Amounts | Variance with<br>Final Budget -<br>Positive<br>(Negative) |
|--|---|-------------------|---|
| <b>REVENUES</b>  |   |                   |   |
| Assessments  | \$ 143,182  | \$ 148,566        | \$ 5,384  |
| Developer contributions                                      | 58,859  | 43,433            | (15,426)  |
| Total revenues   | <u>202,041</u>                                    | <u>191,999</u>    | <u>(10,042)</u>   |
| <b>EXPENDITURES</b>  |   |                   |   |
| Current:   |   |                   |   |
| General government   | 100,740   | 93,503            | 7,237   |
| Maintenance and operations                                   | 101,300   | 73,363            | 27,937  |
| Total expenditures   | <u>202,040</u>                                    | <u>166,866</u>    | <u>35,174</u>   |
| Excess (deficiency) of revenues<br>over (under) expenditures | <u>\$ 1</u>                                       | 25,133            | <u>\$ 25,132</u>  |
| Fund balance - beginning                                     |   | <u>9,839</u>      |   |
| Fund balance - ending  |   | <u>\$ 34,972</u>  |   |

See notes to required supplementary information

**ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT  
ST. JOHNS COUNTY, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2019.



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT  
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Isles of Bartram Park Community Development District  
St. Johns County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Isles of Bartram Park Community Development District, St. Johns County, Florida ("District") as of and for the fiscal year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated February 28, 2020.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

February 28, 2020



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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
Isles of Bartram Park Community Development District  
St. Johns County, Florida

We have examined Isles of Bartram Park Community Development District, St. Johns County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2019. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2019.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Isles of Bartram Park Community Development District, St. Johns County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

February 28, 2020



# Grau & Associates

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## MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors  
Isles of Bartram Park Community Development District  
St. Johns County, Florida

### Report on the Financial Statements

We have audited the accompanying basic financial statements of Isles of Bartram Park Community Development District, St. Johns County, Florida ("District") as of and for the fiscal year ended September 30, 2019, and have issued our report thereon dated February 28, 2020.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated February 28, 2020, should be considered in conjunction with this management letter.

### Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Isles of Bartram Park Community Development District, St. Johns County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Isles of Bartram Park Community Development District, St. Johns County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

February 28, 2020

## **REPORT TO MANAGEMENT**

### **I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS**

None

### **II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS**

None

### **III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2018.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2019.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2019.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2019. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

## *SEVENTH ORDER OF BUSINESS*

## RESOLUTION 2020-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Isles of Bartram Park Community Development District ("**District**") prior to June 15, 2020, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("**Fiscal Year 2020/2021**"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: July 22, 2020

HOUR: 2:00 p.m.

The hearing may be conducted remotely, pursuant to *Zoom* media technology and/or by telephone pursuant to Executive Orders 20-52, 20-69, and 20-112 issued by Governor DeSantis on March 9, 2020, March 20, 2020, and April 29, 2020, as such orders may be extended, respectively, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*. In the event that conditions allow the meeting to be held in person, it will be held at the following location:

LOCATION: Offices of GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to St. Johns County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF MAY, 2020.**

ATTEST:  
COMMUNITY

**ISLES OF BARTRAM PARK  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*EIGHTH ORDER OF BUSINESS*

## RESOLUTION 2020-05

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS**, Isles of Bartram Park Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within St. Johns County, Florida; and

**WHEREAS**, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.**  
The Board is currently made up of the following individuals:

| <u>Seat Number</u> | <u>Supervisor</u> | <u>Term Expiration Date</u> |
|--------------------|-------------------|-----------------------------|
| 1                  | Zenzi Rogers      | 11/2020                     |
| 2                  | Chris Mayo        | 11/2022                     |
| 3                  | Joseph Panchula   | 11/2020                     |
| 4                  | Ginny Feiner      | 11/2022                     |
| 5                  | Mike Della Penta  | 11/2020                     |

This year, Seat 2, currently held by Zenzi Rogers, is subject to a landowner election. The term of office for the successful landowner candidate shall commence upon election, and shall be for a four year period. Seat 3, currently held by Joseph Panchula, and Seat 5, currently held by Mike Della Penta, are subject to a General Election process to be conducted by the St. Johns County Supervisor of Elections, which General Election process shall be addressed by a separate resolution.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on November 18, 2020, at 2:00 p.m., and located at the Offices of Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its May 15, 2020 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office and office of the District Manager, Governmental Management Services, LLC, located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

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

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

**PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF MAY, 2020.**

**ISLES OF BARTRAM PARK  
COMMUNITY DEVELOPMENT  
DISTRICT**

**ATTEST:**

---

**SECRETARY / ASST. SECRETARY**

---

**CHAIRMAN / VICE CHAIRMAN**

## EXHIBIT A

### NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Isles of Bartram Park Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 582 acres, generally located west of Interstate 95, south and west of Durbin Creek, and north of Racetrack Road, located entirely within St. Johns County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November \_\_, 2020

TIME: \_\_\_\_\_

PLACE: \_\_\_\_\_

\_\_\_\_\_

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, District Manager, Governmental Management Services, LLC, located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Ph: (904) 940-5850 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the

proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

James Oliver  
District Manager

Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF  
ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: \_\_\_\_\_, November \_\_, 2020

TIME: \_\_\_\_\_ .M.

LOCATION:

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, one (1) seat on the Board will be up for election in a landowner seat for a four year period. The term of office for the successful landowner candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**

**ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT  
ST. JOHNS COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER \_\_, 2020**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Isles of Bartram Park Community Development District to be held at \_\_\_\_\_, on November \_\_, 2020, at \_\_\_\_\_ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

**Parcel Description**

**Acreage**

**Authorized Votes**

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:**

\_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**  
**ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT**  
**ST. JOHNS COUNTY, FLORIDA**  
**LANDOWNERS' MEETING – NOVEMBER \_\_, 2020**

---

**For Election (1 Supervisor):** The candidate receiving the highest number of votes will receive a four (4) year term, with the term of office for the successful candidate commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Isles of Bartram Park Community Development District and described as follows:

| <b><u>Description</u></b> | <b><u>Acreage</u></b> |
|---------------------------|-----------------------|
| _____                     | _____                 |
| _____                     | _____                 |
| _____                     | _____                 |

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

| SEAT # | NAME OF CANDIDATE | NUMBER OF VOTES |
|--------|-------------------|-----------------|
| 2      |                   |                 |

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## *NINTH ORDER OF BUSINESS*

## RESOLUTION 2020-06

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

**WHEREAS**, the Isles of Bartram Park Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within unincorporated St. Johns County, Florida; and

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

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

1. **GENERAL ELECTION SEATS.** Seat 3, currently held by Joseph Panchula, and Seat 5, currently held by Mike Della Penta, are scheduled for the General Election in November 2020. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year.

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

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

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

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

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

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

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

**PASSED AND ADOPTED** this 20<sup>th</sup> day of May, 2020.

**ISLES OF BARTRAM PARK  
COMMUNITY DEVELOPMENT  
DISTRICT**

ATTEST:

---

Secretary

---

Chairman, Board of Supervisors

## **EXHIBIT A**

### **NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Isles of Bartram Park Community Development District will commence at noon on June 8, 2020, and close at noon on June 12, 2020. Candidates must qualify for the office of Supervisor with the St. Johns County Supervisor of Elections located at \_\_\_\_\_, Phone (\_\_\_\_) \_\_\_\_\_. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Isles of Bartram Park Community Development District has two (2) seats up for election, specifically seats \_\_\_\_ and \_\_\_\_\_. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2020, and in the manner prescribed by law for general elections.

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

**Publish on or before May 25, 2020.**

## *TENTH ORDER OF BUSINESS*

**AGREEMENT BETWEEN ISLES OF BARTRAM PARK COMMUNITY  
DEVELOPMENT DISTRICT AND THE LAKE DOCTORS, INC.  
FOR FOUNTAIN MAINTENANCE SERVICES**

**This Agreement** ("Agreement") is made and entered into this 1<sup>st</sup> day of January, 2020 by and between:

**Isles of Bartram Park Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"); and

**The Lake Doctors, Inc.**, a Florida corporation, whose address is 3543 State Road 419, Winter Springs, Florida 32708 (hereinafter "Contractor", together with District the "Parties").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Act"); and

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District owns, operates and maintains 4 fountains within the boundaries of the District ("Fountains"); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide fountain maintenance services for the Fountains; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide fountain maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

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

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

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

## **SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The District desires that the Contractor provide professional fountain maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

**B.** While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

**C.** The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

**SECTION 3. SCOPE OF FOUNTAIN MAINTENANCE SERVICES.** The Contractor will provide fountain maintenance services for the Fountains within the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

**SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

**A.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

**B.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

**C.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret

and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

**D.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

#### **SECTION 5. COMPENSATION; TERM.**

**A.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Three Hundred Fifty Dollars (\$350.00) per quarter. The term of this Agreement shall be from January 1, 2020 through December 31, 2020 unless terminated earlier by either party in accordance with the provisions of this Agreement.

**B.** If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

**C.** The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**D.** The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable, the Contractor shall invoice the District for all services performed in the prior quarter and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of

the invoice date. Each quarterly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

**SECTION 4. INSURANCE.**

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 5. INDEMNIFICATION.**

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
- C. In no event, however, shall Contractor be liable for incidental, special, punitive or exemplary damages in connection with this Agreement, even if notice was given of the possibility of such damages and even if such damages were reasonably foreseeable.

**SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 7. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason

of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 9. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 10. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 11. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 12. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 13. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 14. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 15. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 16. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 17. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. To the extent there is any conflict between the terms of this Agreement and the terms set forth in **Exhibit A**, the terms of this Agreement shall control.

**SECTION 18. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

**SECTION 19. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 20. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**A. If to District:** Isles of Bartram Park Community  
Development District  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092

Attn: District Manager

**With a copy to:**

Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Contractor:**

The Lake Doctors, Inc.  
3543 State Road 419  
Winter Springs, Florida 32708  
Attn: \_\_\_\_\_

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

**SECTION 21. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 22. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

**SECTION 23. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, Contractor 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 Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor 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. Contractor acknowledges that the designated Public Records Custodian for the District is Jim Oliver.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-940-5850, JOLIVER@GMSNF.COM, AND 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**

**SECTION 24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 25. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 26. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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

Attest:

**ISLES OF BARTRAM PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary  
Board of Supervisors

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Board of Supervisors

Print Name: \_\_\_\_\_

**THE LAKE DOCTORS, INC.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

Exhibit A: Proposal



**The Lake Doctors, Inc.**  
Aquatic Management Services

Corporate Offices  
3543 State Road 419  
Winter Springs, FL 32708  
1-800-666-5253  
lakes@lakedoctors.com  
www.lakedoctors.com

## Sales Agreement Fountain Cleaning

**MAS/723920**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and \_\_\_\_\_

PROPERTY NAME (Community/Business/Individual) Isles of Bartram Park CDD

MANAGEMENT COMPANY GMS (fw CDD) Vesta (fw HAA)

INVOICING ADDRESS GMS, 475 West Town Place, Suite 114,

CITY St. Augustine STATE FL ZIP 32092 PHONE 904 940-5750

EMAIL ADDRESS joliver@gmsnf.com EMAIL INVOICE: YES OR NO

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO THIRD PARTY INVOICING PORTAL: YES OR NO

*\*\*If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information*

Hereinafter called "CUSTOMER"

REQUESTED START DATE: \_\_\_\_\_  
PURCHASE ORDER: \_\_\_\_\_

The parties hereto agree to follows:

- A. **The Lake Doctors** agrees to clean and adjust the following equipment in accordance with the terms and conditions of this Agreement in the following location(s):

Quarterly cleaning and adjustment of the four (4) fountains associated with Celestina Master Property Owners Association, St. Johns, Florida. The Lake Doctors, Inc. does not assume responsibility for parts failure or repair costs. Estimates for repairs and/or parts can be supplied upon Customer request. **Contract does not include removing the fountain from the waterway for maintenance. Service will cease effective January 1, 2020 if the signed Agreement is not returned.**  
**Note - #11 on Terms & Conditions does not apply.**

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified equipment:

|    |   |    |                  |
|----|---|----|------------------|
| 1. | Cleaning exterior of pump intake screens.                 | \$ | 350.00/Quarterly |
| 2. | Cleaning of visible surfaces of fountain floats           | \$ | INCLUDED         |
| 3. | Cleaning and adjustment of nozzles and jets as necessary. | \$ | INCLUDED         |
| 4. | Cleaning of light lens.                                   | \$ | INCLUDED         |
| 5. | Check anchor lines.                                       | \$ | INCLUDED         |
| 6. | Adjust time clocks as necessary.                          | \$ | INCLUDED         |
| 7. | Lamp replacement labor during regularly scheduled visits. | \$ | INCLUDED         |
|    | Total of Services Accepted                                | \$ | 350.00/Quarterly |

**\*Lamps and additional parts will be invoiced separately.**

**\$00.00 shall be payable upon execution of this Agreement.** The balance shall be payable per quarterly invoices of **\$350.00** plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement. **The Lake Doctors** considers this sale as made in Florida and is not responsible for the payment of any out-of-state (non-Florida) taxes except as required by law.

- C. THE LAKE DOCTORS agrees to sell only products with a demonstrated reliability and quality.

- D. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before December 15, 2019.

- E. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed

MARK A. SEYMOUR, SALES MANAGER

Signed

Name J. Oliver, CDD Manager

Dated

1/9/2020

## TERMS AND CONDITIONS

### Fountain Cleaning

1. Equipment sold by THE LAKE DOCTORS is warranted to be free from defects in materials and workmanship per warranty of the respective equipment manufacturers. The liability is limited to the repair or replacement of such items deemed by MANUFACTURER to be defective and will not include items damaged by misuse, vandalism, theft, acts of God or other causes. CUSTOMER shall bear the cost of delivering such defective items to THE LAKE DOCTORS or MANUFACTURER for repair. Any repairs, alteration or modifications made by anyone other than an authorized representative of THE LAKE DOCTORS or MANUFACTURER will void the warranty. Warranty work will not be performed or paid for by THE LAKE DOCTORS or MANUFACTURER unless all past due balances are paid in full. No warranty is made or implied regarding the ability of the equipment to control algae, prevent fish kills, control odors or other performance criteria not directly related to proper mechanical function of the equipment.
2. Items not covered under our warranty will be treated and billed as regular service calls. THE LAKE DOCTORS agrees to clean exterior of pump intake screens, cleaning of visible surfaces of fountain floats, cleaning and adjustment of nozzles and jets as necessary, cleaning of light lens, check anchor lines, adjust time clocks as necessary and reset tripped breakers; as part of the Fountain Cleaning Agreement.
3. CUSTOMER shall be responsible for providing proper electrical power and performing electrical hookups. All electrical work shall meet all applicable governmental requirements. Said power shall be supplied to a designated site agreed upon by THE LAKE DOCTORS and CUSTOMER and generally within 30' or less of lake or ponds edge. In all cases, power supplied should be in accordance with Article 680 and other appropriate provisions of the National Electrical Code including the use of ground fault circuit interrupter-type breakers on each submersible equipment circuit above 15 volts between conductors. It shall be CUSTOMER'S responsibility to ensure that proposed equipment to be supplied by THE LAKE DOCTORS meets all other governmental standards, including but not limited to, local electrical codes, building codes, etc. Additionally, CUSTOMER shall be responsible for obtaining any necessary permits.
4. Due to possible electrical shock hazards resulting from improper functioning of defective equipment, THE LAKE DOCTORS strongly advises CUSTOMER and other responsible parties to prohibit swimming and wading in ponds or bodies of water in which electrical equipment has been installed. Posted notice is advised.
5. THE LAKE DOCTORS does not assume any liability whatsoever for damages, losses or conditions arising from improper use or maintenance of equipment installed by THE LAKE DOCTORS or MANUFACTURER. Furthermore, THE LAKE DOCTORS and MANUFACTURER assumes no liability whatsoever for damages, losses or conditions arising from equipment purchased from THE LAKE DOCTORS and improperly installed, used or maintained by CUSTOMER or others.
6. THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages.
7. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
8. THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
9. This Agreement is not assignable by CUSTOMER except upon prior written consent by THE LAKE DOCTORS.
10. Quotations are made and orders accepted on a firm price basis provided customer authorizes shipment and delivery within a period of forty-five (45) days after execution of Sales Agreement. Orders shipped after ninety (90) days are subject to prices in effect on date of shipment. All shipments F.O.B. shipping point.
11. Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution. If necessary, CUSTOMER may terminate this Agreement according to the procedure.
12. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
13. THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances. CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services.
14. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
15. THE LAKE DOCTORS or CUSTOMER may cancel this agreement with or without cause by 30-day written notice.

## *ELEVENTH ORDER OF BUSINESS*

**AGREEMENT BETWEEN ISLES OF BARTRAM PARK COMMUNITY  
DEVELOPMENT DISTRICT AND THE LAKE DOCTORS, INC.  
FOR LAKE MAINTENANCE SERVICES**

**This Agreement** ("Agreement") is made and entered into this 1<sup>st</sup> day of January, 2020 by and between:

**Isles of Bartram Park Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"); and

**The Lake Doctors, Inc.**, a Florida corporation, whose address is 3543 State Road 419, Winter Springs, Florida 32708 (hereinafter "Contractor", together with District the "Parties").

RECITALS

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Act"); and

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District owns, operates and maintains 11 ponds within the boundaries of the District ("Ponds"); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide lake maintenance services for the Ponds; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide lake maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

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

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

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

## **SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The District desires that the Contractor provide professional lake maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

**B.** While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

**C.** The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

**SECTION 3. SCOPE OF LAKE MAINTENANCE SERVICES.** The Contractor will provide lake maintenance services for the Ponds within the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

**SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

**A.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

**B.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

**C.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret

and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

**D.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

#### **SECTION 5. COMPENSATION; TERM.**

**A.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor One Thousand Six Hundred Seventy Dollars (\$1,670.00) per month. The term of this Agreement shall be from January 1, 2020 through December 31, 2020 unless terminated earlier by either party in accordance with the provisions of this Agreement.

**B.** If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

**C.** The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**D.** The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder

is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

#### **SECTION 4. INSURANCE.**

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
  - (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 5. INDEMNIFICATION.**

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
- C. In no event, however, shall Contractor be liable for incidental, special, punitive or exemplary damages in connection with this Agreement, even if notice was given of the possibility of such damages and even if such damages were reasonably foreseeable.

**SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 7. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason

of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 9. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 10. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 11. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 12. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 13. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 14. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 15. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 16. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 17. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. To the extent there is any conflict between the terms of this Agreement and the terms set forth in **Exhibit A**, the terms of this Agreement shall control.

**SECTION 18. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

**SECTION 19. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 20. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**A. If to District:** Isles of Bartram Park Community  
Development District  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092

Attn: District Manager

**With a copy to:**

Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Contractor:**

The Lake Doctors, Inc.  
3543 State Road 419  
Winter Springs, Florida 32708  
Attn: \_\_\_\_\_

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

**SECTION 21. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 22. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

**SECTION 23. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, Contractor 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 Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor 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. Contractor acknowledges that the designated Public Records Custodian for the District is Jim Oliver.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-940-5850, JOLIVER@GMSNF.COM, AND 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**

**SECTION 24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 25. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 26. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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

Attest:

**ISLES OF BARTRAM PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary  
Board of Supervisors

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Board of Supervisors

Print Name: \_\_\_\_\_

**THE LAKE DOCTORS, INC.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

Exhibit A: Proposal



**The Lake Doctors, Inc.**  
Aquatic Management Services

Corporate Offices  
3543 State Road 419  
Winter Springs, FL 32708  
1-800-666-5253  
lakes@lakedoctors.com  
www.lakedoctors.com

## Water Management Agreement

**MAS/721658 AO**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (Community/Business/Individual)

Isles of Bartram Park CDD (Celestina)

MANAGEMENT COMPANY

GMS (fw CDD) Vesta (fw HON)

INVOICING ADDRESS

GMS, 475 West Town Place, Suite 114

CITY

St. Augustine

STATE

FL

ZIP

32092

PHONE

(904) 940-5850

EMAIL ADDRESS

joliver@gmsnf.com

EMAIL INVOICE: YES OR NO

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO

THIRD PARTY INVOICING PORTAL: YES OR NO

*\*\*If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information.*

Hereinafter called "CUSTOMER"

REQUESTED START DATE: \_\_\_\_\_

PURCHASE ORDER #: \_\_\_\_\_

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Eleven (11) Ponds associated with Celestina Master Property Owners Association, St. Johns, FL. ✓

Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. **Your current Agreement will remain in effect until we receive the new signed Agreement**

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

|   |    |                         |
|---|----|-------------------------|
| 1. Underwater and Floating Vegetation Control Program | \$ | <u>1,670.00 monthly</u> |
| 2. Shoreline Grass and Brush Control Program          | \$ | <u>INCLUDED</u>         |
| 3. Additional Treatments, if Required                 | \$ | <u>INCLUDED</u>         |
| 4. Free Callback Service                              | \$ | <u>INCLUDED</u>         |
| 5. Monthly Written Service Reports                    | \$ | <u>INCLUDED</u>         |
| Total of Services Accepted                            | \$ | <u>1,670.00 monthly</u> |

**\$1,670.00** of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of **\$1,670.00**, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before January 4 15, 2020.
- F. **The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof.** Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed

Mark A. Seymour

MARK A. SEYMOUR, SALES MANAGER

Signed

James Oliver, CDD Manager

Name

Dated

1/9/2020

## TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
  - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
  - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
  - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify THE LAKE DOCTORS if any exotic fish exist in lake or pond prior to treatment.
  - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
  - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
  - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
  - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
  - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional start-up charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution.
- 12) THE LAKE DOCTORS may cancel this agreement with or without cause by 30-day written notice to customer.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
- 16) If Agreement includes trash/debris removal, THE LAKE DOCTORS will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 17) CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees.

*FOURTEENTH ORDER OF BUSINESS*

*C.*

April 16, 2020

Isles of Bartram Park CDD  
Governmental Mgmt. Services, LLC  
Attn: Shelby Stephens  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Dear Ms. Stephens:

In response to your request regarding Section 190.006(3)(a)(2)(d), Florida Statutes, the following information is applicable for:

Isles of Bartram Park CDD

547 registered voters in St. Johns County

**VERY IMPORTANT REMINDER: Qualifying for state and local candidates will occur between Noon: June 8<sup>th</sup> and Noon: June 12<sup>th</sup>. Please have any interested candidates contact our office for qualifying information.**

Please contact us if we may be of further assistance.

Sincerely,



Vicky C. Oakes  
Supervisor of Elections

VO/ew

*SEVENTEENTH ORDER OF BUSINESS*

*A.*

*Isles of Bartram Park*  
*Community Development District*

*Unaudited Financial Statements*

*as of*  
*April 30, 2020*

***Isles of Bartram Park***  
**Community Development District**  
***Combined Balance Sheet***  
*April 30, 2020*

*Governmental Fund Types*

|  | <i>General</i>   | <i>Debt Service</i> | <i>Capital<br/>Project</i> | <i>(Memorandum Only)<br/>2020</i> |
|--|------------------|---------------------|----------------------------|-----------------------------------|
| <b><u>Assets:</u></b>                      |                  |                     |                            |                                   |
| Cash                                       | \$114,762        | ---                 | ---                        | \$114,762                         |
| Investments:                               |                  |                     |                            |                                   |
| Series 2015:                               |                  |                     |                            |                                   |
| Reserve                                    | ---              | \$219,223           | ---                        | \$219,223                         |
| Interest                                   | ---              | \$153,628           | ---                        | \$153,628                         |
| Revenue                                    | ---              | \$271,019           | ---                        | \$271,019                         |
| Sinking Fund                               | ---              | \$113               | ---                        | \$113                             |
| Prepayment                                 | ---              | \$21                | ---                        | \$21                              |
| General Redemption                         | ---              | \$380               | ---                        | \$380                             |
| Construction                               | ---              | ---                 | \$900                      | \$900                             |
| Due from General Fund 2015                 | ---              | ---                 | ---                        | \$0                               |
| Series 2017:                               |                  |                     |                            |                                   |
| Reserve                                    | ---              | \$170,836           | ---                        | \$170,836                         |
| Interest                                   | ---              | \$120,563           | ---                        | \$120,563                         |
| Revenue                                    | ---              | \$158,622           | ---                        | \$158,622                         |
| Sinking Fund                               | ---              | \$99                | ---                        | \$99                              |
| Prepayment                                 | ---              | \$10                | ---                        | \$10                              |
| Construction                               | ---              | ---                 | \$5                        | \$5                               |
| Cost of Issuance                           | ---              | ---                 | \$46                       | \$46                              |
| Due from General Fund 2017                 | ---              | ---                 | ---                        | \$0                               |
| Assessment Receivable                      | \$1,157          | \$4,484             | ---                        | \$5,641                           |
| <b>Total Assets</b>                        | <b>\$115,918</b> | <b>\$1,098,999</b>  | <b>\$951</b>               | <b>\$1,215,868</b>                |
| <b><u>Liabilities:</u></b>                 |                  |                     |                            |                                   |
| Accounts Payable                           | \$0              | ---                 | ---                        | \$0                               |
| Contracts Payable                          | ---              | ---                 | \$120                      | \$120                             |
| Accrued Expenses                           | \$950            | ---                 | ---                        | \$950                             |
| <b>Fund Balances:</b>                      |                  |                     |                            |                                   |
| Restricted for Debt Service                | ---              | \$1,098,999         | ---                        | \$1,098,999                       |
| Restricted for Capital Projects            | ---              | ---                 | \$831                      | \$831                             |
| Nonspendable                               | \$0              | ---                 | ---                        | \$0                               |
| Unassigned                                 | \$114,968        | ---                 | ---                        | \$114,968                         |
| <b>Total Liabilities &amp; Fund Equity</b> | <b>\$115,918</b> | <b>\$1,098,999</b>  | <b>\$951</b>               | <b>\$1,215,868</b>                |

***Isles of Bartram Park***  
***Community Development District***  
***GENERAL FUND***  
*Statement of Revenues & Expenditures*  
*For the Period ending April 30, 2020*

|  | <i>Adopted<br/>Budget</i> | <i>Prorated<br/>Thru<br/>04/30/20</i> | <i>Actual<br/>Thru<br/>04/30/20</i> | <i>Variance</i> |
|--|---------------------------|---------------------------------------|-------------------------------------|-----------------|
| <b><u>REVENUES:</u></b>                      |                           |                                       |                                     |                 |
| <i>Developer Contributions</i>               | \$8,786                   | \$8,786                               | \$11,843                            | \$3,057         |
| <i>Assessment - Tax Roll</i>                 | \$166,139                 | \$166,139                             | \$164,924                           | (\$1,215)       |
| <i>Assessment - Direct</i>                   | \$30,296                  | \$15,148                              | \$15,148                            | \$0             |
| <b><i>TOTAL REVENUES</i></b>                 | <b>\$205,221</b>          | <b>\$190,073</b>                      | <b>\$191,915</b>                    | <b>\$1,842</b>  |
| <b><u>EXPENDITURES:</u></b>                  |                           |                                       |                                     |                 |
| <b><u>ADMINISTRATIVE:</u></b>                |                           |                                       |                                     |                 |
| <i>Supervisors</i>                           | \$4,000                   | \$800                                 | \$800                               | \$0             |
| <i>FICA Expense</i>                          | \$306                     | \$61                                  | \$61                                | \$0             |
| <i>Engineering</i>                           | \$6,000                   | \$3,500                               | \$394                               | \$3,106         |
| <i>Dissemination</i>                         | \$7,000                   | \$4,083                               | \$4,083                             | \$0             |
| <i>Arbitrage</i>                             | \$600                     | \$600                                 | \$600                               | \$0             |
| <i>Assessment Roll</i>                       | \$5,000                   | \$5,000                               | \$5,000                             | \$0             |
| <i>Attorney Fees</i>                         | \$10,000                  | \$5,833                               | \$2,088                             | \$3,746         |
| <i>Annual Audit</i>                          | \$4,000                   | \$4,000                               | \$4,000                             | \$0             |
| <i>Trustee Fees</i>                          | \$8,000                   | \$7,333                               | \$7,333                             | \$0             |
| <i>Management Fees</i>                       | \$45,000                  | \$26,250                              | \$26,250                            | \$0             |
| <i>Information Technology</i>                | \$1,600                   | \$933                                 | \$933                               | \$0             |
| <i>Telephone</i>                             | \$150                     | \$88                                  | \$7                                 | \$81            |
| <i>Postage</i>                               | \$300                     | \$175                                 | \$137                               | \$38            |
| <i>Insurance</i>                             | \$8,500                   | \$8,500                               | \$7,843                             | \$657           |
| <i>Printing and Binding</i>                  | \$1,300                   | \$758                                 | \$296                               | \$462           |
| <i>Legal Advertising</i>                     | \$2,000                   | \$1,167                               | \$0                                 | \$1,167         |
| <i>Other Current Charges</i>                 | \$750                     | \$438                                 | \$200                               | \$238           |
| <i>Office Supplies</i>                       | \$200                     | \$117                                 | \$17                                | \$100           |
| <i>Dues, Licenses &amp; Subscriptions</i>    | \$175                     | \$175                                 | \$175                               | \$0             |
| <i>Website Compliance</i>                    | \$1,200                   | \$700                                 | \$0                                 | \$700           |
| <b><i>TOTAL ADMINISTRATIVE</i></b>           | <b>\$106,081</b>          | <b>\$70,511</b>                       | <b>\$60,217</b>                     | <b>\$10,294</b> |
| <b><u>FIELD:</u></b>                         |                           |                                       |                                     |                 |
| <i>Landscape Maintenance</i>                 | \$45,000                  | \$26,250                              | \$28,002                            | (\$1,752)       |
| <i>Lake Maintenance</i>                      | \$18,840                  | \$10,990                              | \$10,190                            | \$800           |
| <i>Waterfall/Entry Pond Maintenance</i>      | \$5,400                   | \$3,150                               | \$3,150                             | \$0             |
| <i>Lake Fountains Maintenance</i>            | \$1,400                   | \$700                                 | \$3,238                             | (\$2,538)       |
| <i>Management</i>                            | \$6,000                   | \$3,500                               | \$3,500                             | \$0             |
| <i>Utilities</i>                             | \$20,000                  | \$11,667                              | \$3,623                             | \$8,044         |
| <i>General Maintenance</i>                   | \$2,500                   | \$1,458                               | \$0                                 | \$1,458         |
| <b><i>TOTAL FIELD</i></b>                    | <b>\$99,140</b>           | <b>\$57,715</b>                       | <b>\$51,702</b>                     | <b>\$6,013</b>  |
| <b><i>TOTAL EXPENDITURES</i></b>             | <b>\$205,221</b>          | <b>\$128,226</b>                      | <b>\$111,919</b>                    | <b>\$16,307</b> |
| <b><i>EXCESS REVENUES (EXPENDITURES)</i></b> | <b>\$0</b>                |                                       | <b>\$79,995</b>                     |                 |
| <b><i>FUND BALANCE - Beginning</i></b>       | <b>\$0</b>                |                                       | <b>\$34,973</b>                     |                 |
| <b><i>FUND BALANCE - Ending</i></b>          | <b>\$0</b>                |                                       | <b>\$114,968</b>                    |                 |

**Isles of Bartram Park**  
**Community Development District**  
**General Fund**  
*Month By Month Income Statement*  
*Fiscal Year 2020*

|                                       | October           | November         | December        | January         | February          | March             | April            | May        | June       | July       | August     | September  | Total            |
|---------------------------------------|-------------------|------------------|-----------------|-----------------|-------------------|-------------------|------------------|------------|------------|------------|------------|------------|------------------|
| <b><u>Revenues:</u></b>               |                   |                  |                 |                 |                   |                   |                  |            |            |            |            |            |                  |
| Developer Contributions/Assessments   | \$11,843          | \$0              | \$0             | \$0             | \$0               | \$0               | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$11,843         |
| Assessment - Tax Roll                 | \$0               | \$13,975         | \$65,588        | \$83,032        | \$0               | \$1,093           | \$1,236          | \$0        | \$0        | \$0        | \$0        | \$0        | \$164,924        |
| Assessment - Direct                   | \$0               | \$0              | \$0             | \$15,148        | \$0               | \$0               | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$15,148         |
| <b>Total Revenues</b>                 | <b>\$11,843</b>   | <b>\$13,975</b>  | <b>\$65,588</b> | <b>\$98,180</b> | <b>\$0</b>        | <b>\$1,093</b>    | <b>\$1,236</b>   | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$191,915</b> |
| <b><u>Expenditures:</u></b>           |                   |                  |                 |                 |                   |                   |                  |            |            |            |            |            |                  |
| <b><u>Administrative</u></b>          |                   |                  |                 |                 |                   |                   |                  |            |            |            |            |            |                  |
| Supervisors                           | \$0               | \$800            | \$0             | \$0             | \$0               | \$0               | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$800            |
| FICA Expense                          | \$0               | \$61             | \$0             | \$0             | \$0               | \$0               | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$61             |
| Engineering                           | \$0               | \$0              | \$0             | \$0             | \$0               | \$394             | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$394            |
| Dissemination                         | \$583             | \$583            | \$583           | \$583           | \$583             | \$583             | \$583            | \$0        | \$0        | \$0        | \$0        | \$0        | \$4,083          |
| Arbitrage                             | \$0               | \$600            | \$0             | \$0             | \$0               | \$0               | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$600            |
| Assessment Roll                       | \$5,000           | \$0              | \$0             | \$0             | \$0               | \$0               | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$5,000          |
| Attorney Fees                         | \$101             | \$454            | \$358           | \$98            | \$1,031           | \$48              | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$2,088          |
| Annual Audit                          | \$0               | \$0              | \$0             | \$0             | \$0               | \$4,000           | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$4,000          |
| Trustee Fees                          | \$3,333           | \$4,000          | \$0             | \$0             | \$0               | \$0               | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$7,333          |
| Management Fees                       | \$3,750           | \$3,750          | \$3,750         | \$3,750         | \$3,750           | \$3,750           | \$3,750          | \$0        | \$0        | \$0        | \$0        | \$0        | \$26,250         |
| Information Technology                | \$133             | \$133            | \$133           | \$133           | \$133             | \$133             | \$133            | \$0        | \$0        | \$0        | \$0        | \$0        | \$933            |
| Telephone                             | \$0               | \$0              | \$0             | \$7             | \$0               | \$0               | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$7              |
| Postage                               | \$12              | \$11             | \$5             | \$85            | \$3               | \$22              | \$1              | \$0        | \$0        | \$0        | \$0        | \$0        | \$137            |
| Insurance                             | \$7,843           | \$0              | \$0             | \$0             | \$0               | \$0               | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$7,843          |
| Printing and Binding                  | \$40              | \$4              | \$217           | \$7             | \$12              | \$9               | \$7              | \$0        | \$0        | \$0        | \$0        | \$0        | \$296            |
| Legal Advertising                     | \$0               | \$0              | \$0             | \$0             | \$0               | \$0               | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$0              |
| Other Current Charges                 | \$200             | \$0              | \$0             | \$0             | \$0               | \$0               | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$200            |
| Office Supplies                       | \$0               | \$0              | \$15            | \$0             | \$1               | \$0               | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$17             |
| Dues, Licenses & Subscriptions        | \$175             | \$0              | \$0             | \$0             | \$0               | \$0               | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$175            |
| Website Compliance                    | \$0               | \$0              | \$0             | \$0             | \$0               | \$0               | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$0              |
| <b>Total Administrative</b>           | <b>\$21,171</b>   | <b>\$10,396</b>  | <b>\$5,061</b>  | <b>\$4,663</b>  | <b>\$5,513</b>    | <b>\$8,939</b>    | <b>\$4,474</b>   | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$60,217</b>  |
| <b><u>Field</u></b>                   |                   |                  |                 |                 |                   |                   |                  |            |            |            |            |            |                  |
| Landscape Maintenance                 | \$4,286           | \$8,052          | \$4,986         | \$2,670         | \$2,670           | \$2,670           | \$2,670          | \$0        | \$0        | \$0        | \$0        | \$0        | \$28,002         |
| Lake Maintenance                      | \$1,170           | \$1,170          | \$1,170         | \$1,670         | \$1,670           | \$1,670           | \$1,670          | \$0        | \$0        | \$0        | \$0        | \$0        | \$10,190         |
| Waterfall/Entry Pond Maintenance      | \$450             | \$450            | \$450           | \$450           | \$450             | \$450             | \$450            | \$0        | \$0        | \$0        | \$0        | \$0        | \$3,150          |
| Lake Fountains Maintenance            | \$0               | \$340            | \$0             | \$350           | \$0               | \$2,198           | \$350            | \$0        | \$0        | \$0        | \$0        | \$0        | \$3,237.50       |
| Management                            | \$500             | \$500            | \$500           | \$500           | \$500             | \$500             | \$500            | \$0        | \$0        | \$0        | \$0        | \$0        | \$3,500          |
| Utilities                             | \$1,543           | \$1,602          | \$478           | \$0             | \$0               | \$0               | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$3,622.53       |
| General Maintenance                   | \$0               | \$0              | \$0             | \$0             | \$0               | \$0               | \$0              | \$0        | \$0        | \$0        | \$0        | \$0        | \$0              |
| <b>Total Field</b>                    | <b>\$7,949</b>    | <b>\$12,114</b>  | <b>\$7,584</b>  | <b>\$5,640</b>  | <b>\$5,290</b>    | <b>\$7,487</b>    | <b>\$5,640</b>   | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$51,702</b>  |
| <b>Total Expenses</b>                 | <b>\$29,120</b>   | <b>\$22,510</b>  | <b>\$12,645</b> | <b>\$10,303</b> | <b>\$10,802</b>   | <b>\$16,426</b>   | <b>\$10,113</b>  | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$111,919</b> |
| <b>Excess Revenues (Expenditures)</b> | <b>(\$17,277)</b> | <b>(\$8,535)</b> | <b>\$52,943</b> | <b>\$87,877</b> | <b>(\$10,802)</b> | <b>(\$15,334)</b> | <b>(\$8,877)</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$79,995</b>  |

***Isles of Bartram Park***  
***Community Development District***  
***DEBT SERVICE FUND SERIES 2015***  
***Statement of Revenues & Expenditures***  
***For the Period ending April 30, 2020***

| <i>Adopted</i> | <i>Prorated</i>      | <i>Actual</i>        |                 |
|----------------|----------------------|----------------------|-----------------|
| <i>Budget</i>  | <i>Thru 04/30/20</i> | <i>Thru 04/30/20</i> | <i>Variance</i> |

**REVENUES:**

|                              |           |           |           |           |
|------------------------------|-----------|-----------|-----------|-----------|
| <i>Assessment - Direct</i>   | \$57,044  | \$0       | \$0       | \$0       |
| <i>Assessment - Tax Roll</i> | \$384,216 | \$384,216 | \$377,825 | (\$6,391) |
| <i>Interest Income</i>       | \$100     | \$58      | \$3,649   | \$3,590   |

***TOTAL REVENUES***

|           |           |           |           |
|-----------|-----------|-----------|-----------|
| \$441,360 | \$384,274 | \$381,474 | (\$2,801) |
|-----------|-----------|-----------|-----------|

**EXPENDITURES:**

**Series 2015**

|   |           |           |           |        |
|---|-----------|-----------|-----------|--------|
| <i>Interest Expense - 11/01</i>             | \$156,038 | \$156,038 | \$156,050 | (\$13) |
| <i>Principal Expense - 11/01</i>            | \$110,000 | \$110,000 | \$110,000 | \$0    |
| <i>Interest Expense - 05/01</i>             | \$153,631 | \$0       | \$0       | \$0    |
| <i>Principal Expense - 05/01 Prepayment</i> | \$0       | \$0       | \$0       | \$0    |

***TOTAL EXPENDITURES***

|           |           |           |        |
|-----------|-----------|-----------|--------|
| \$419,669 | \$266,038 | \$266,050 | (\$13) |
|-----------|-----------|-----------|--------|

***EXCESS REVENUES (EXPENDITURES)***

|          |           |
|----------|-----------|
| \$21,691 | \$115,424 |
|----------|-----------|

***FUND BALANCE - Beginning***

|           |           |
|-----------|-----------|
| \$293,607 | \$531,611 |
|-----------|-----------|

***FUND BALANCE - Ending***

|           |           |
|-----------|-----------|
| \$315,298 | \$647,034 |
|-----------|-----------|

***Isles of Bartram Park***  
***Community Development District***  
***DEBT SERVICE FUND SERIES 2017***  
***Statement of Revenues & Expenditures***  
***For the Period ending April 30, 2020***

| <i>Adopted</i> | <i>Prorated</i>      | <i>Actual</i>        |                 |
|----------------|----------------------|----------------------|-----------------|
| <i>Budget</i>  | <i>Thru 04/30/20</i> | <i>Thru 04/30/20</i> | <i>Variance</i> |

**REVENUES:**

|                              |           |           |           |            |
|------------------------------|-----------|-----------|-----------|------------|
| <i>Assessment - Direct</i>   | \$72,446  | \$0       | \$0       | \$0        |
| <i>Assessment - Tax Roll</i> | \$272,342 | \$272,342 | \$261,625 | (\$10,716) |
| <i>Interest Income</i>       | \$2,000   | \$1,167   | \$2,551   | \$1,385    |

|                              |           |           |           |           |
|------------------------------|-----------|-----------|-----------|-----------|
| <b><i>TOTAL REVENUES</i></b> | \$346,788 | \$273,509 | \$264,177 | (\$9,332) |
|------------------------------|-----------|-----------|-----------|-----------|

**EXPENDITURES:**

**Series 2015**

|   |           |           |           |           |
|---|-----------|-----------|-----------|-----------|
| <i>Interest Expense - 11/01</i>             | \$122,325 | \$122,325 | \$122,325 | \$0       |
| <i>Principal Expense - 11/01</i>            | \$95,000  | \$95,000  | \$95,000  | \$0       |
| <i>Principal Expense - 11/02 Prepayment</i> | \$0       | \$0       | \$5,000   | (\$5,000) |
| <i>Interest Expense - 05/01</i>             | \$120,663 | \$0       | \$0       | \$0       |

|                                  |           |           |           |           |
|----------------------------------|-----------|-----------|-----------|-----------|
| <b><i>TOTAL EXPENDITURES</i></b> | \$337,988 | \$217,325 | \$222,325 | (\$5,000) |
|----------------------------------|-----------|-----------|-----------|-----------|

**OTHER SOURCES/(USES)**

|                          |     |     |     |     |
|--------------------------|-----|-----|-----|-----|
| <i>Transfer In/(Out)</i> | \$0 | \$0 | \$0 | \$0 |
|--------------------------|-----|-----|-----|-----|

|  |     |     |     |     |
|--|-----|-----|-----|-----|
| <b><i>TOTAL OTHER SOURCES AND USES</i></b> | \$0 | \$0 | \$0 | \$0 |
|--|-----|-----|-----|-----|

|  |         |  |          |  |
|--|---------|--|----------|--|
| <b><i>EXCESS REVENUES (EXPENDITURES)</i></b> | \$8,801 |  | \$41,852 |  |
|--|---------|--|----------|--|

|                                 |           |  |           |  |
|---------------------------------|-----------|--|-----------|--|
| <i>FUND BALANCE - Beginning</i> | \$237,492 |  | \$410,113 |  |
|---------------------------------|-----------|--|-----------|--|

|                              |                  |  |                  |  |
|------------------------------|------------------|--|------------------|--|
| <i>FUND BALANCE - Ending</i> | <u>\$246,293</u> |  | <u>\$451,965</u> |  |
|------------------------------|------------------|--|------------------|--|

*Isles of Bartram Park*  
Community Development District  
**CAPITAL PROJECTS FUND**  
*Statement of Revenues & Expenditures*  
*For the Period ending April 30, 2020*

|  | Series<br>2015   | Series<br>2017 |
|--|------------------|----------------|
| <b><u>REVENUES:</u></b>                      |                  |                |
| <i>Interest Income</i>                       | \$49             | \$0            |
| <b><i>TOTAL REVENUES</i></b>                 | <b>\$49</b>      | <b>\$0</b>     |
| <b><u>EXPENDITURES:</u></b>                  |                  |                |
| <i>Capital Outlay</i>                        | \$4,847          | \$0            |
| <b><i>TOTAL EXPENDITURES</i></b>             | <b>\$4,847</b>   | <b>\$0</b>     |
| <b><u>OTHER SOURCES/(USES)</u></b>           |                  |                |
| <i>Interfund Transfer</i>                    | \$0              | \$0            |
| <b><i>TOTAL OTHER SOURCES/(USES)</i></b>     | <b>\$0</b>       | <b>\$0</b>     |
| <b><i>EXCESS REVENUES (EXPENDITURES)</i></b> | <b>(\$4,797)</b> | <b>\$0</b>     |
| <b><i>FUND BALANCE - Beginning</i></b>       | <b>\$731</b>     | <b>\$51</b>    |
| <b><i>FUND BALANCE - Ending</i></b>          | <b>(\$4,066)</b> | <b>\$51</b>    |

***Isles of Bartram Park***  
***Community Development District***  
***Long Term Debt Report***

| <b>Series 2015 Special Assessment Bonds</b> |                                |
|---|--------------------------------|
| Interest Rate:                              | 4.375%-5.125%                  |
| Maturity Date:                              | 11/1/45                        |
| Reserve Fund Definition:                    | 50% of Max Annual Debt Service |
| Reserve Fund Requirement:                   | \$220,634.38                   |
| Reserve Balance:                            | \$219,222.57                   |
| <br>Bonds outstanding - 11/30/2015          | <br>\$6,725,000                |
| Less: November 1, 2015                      | \$0                            |
| Less: November 1, 2016                      | (\$110,000)                    |
| Less: November 1, 2017                      | (\$130,000)                    |
| Less: May 1, 2018 (Prepayment)              | (\$100,000)                    |
| Less: November 1, 2018                      | (\$100,000)                    |
| Less: May 1, 2019 (Prepayment)              | (\$20,000)                     |
| Less: November 1, 2019                      | (\$110,000)                    |
| <br>Current Bonds Outstanding               | <br>\$6,155,000                |

| <b>Series 2017 Special Assessment Bonds</b> |                                |
|---|--------------------------------|
| Interest Rate:                              | 3.50%-5.00%                    |
| Maturity Date:                              | 11/1/47                        |
| Reserve Fund Definition:                    | 50% of Max Annual Debt Service |
| Reserve Fund Requirement:                   | \$172,275.00                   |
| Reserve Balance:                            | \$170,836.14                   |
| <br>Bonds outstanding - 11/30/2017          | <br>\$5,345,000                |
| Less: November 1, 2018                      | (\$50,000)                     |
| Less: May 1, 2019 (Prepayment)              | (\$25,000)                     |
| Less: August 1, 2019 (Prepayment)           | (\$15,000)                     |
| Less: November 1, 2019                      | (\$95,000)                     |
| Less: November 1, 2019 Prepayment           | (\$5,000)                      |
| <br>Current Bonds Outstanding               | <br>\$5,155,000                |

*B.*

**ISLES OF BARTRAM PARK CDD  
FISCAL YEAR 2020 ASSESSMENT RECEIPTS**

| ASSESSED TO                      | # LOTS     | SERIES 2015<br>DEBT<br>SERVICE<br>ASMT | SERIES 2017<br>DEBT<br>SERVICE<br>ASMT | FY20 O&M<br>ASMT  | TOTAL ASMTS       |
|----------------------------------|------------|--|--|-------------------|-------------------|
| LENNAR                           | 95         | 57,044.06                              | 72,446.16                              | 30,295.50         | 159,785.72        |
| <b>TOTAL DIRECT INVOICES NET</b> | <b>95</b>  | <b>57,044.06</b>                       | <b>72,446.16</b>                       | <b>30,295.50</b>  | <b>159,785.72</b> |
| <b>TAX ROLL NET</b>              | <b>521</b> | <b>380,609.18</b>                      | <b>263,553.35</b>                      | <b>166,139.40</b> | <b>810,301.92</b> |
| <b>TOTAL DISTRICT NET</b>        | <b>616</b> | <b>437,653.24</b>                      | <b>335,999.51</b>                      | <b>196,434.90</b> | <b>970,087.64</b> |

| RECEIVED FROM                  | BALANCE<br>DUE    | SERIES 2015<br>DEBT<br>SERVICE<br>RECEIVED | SERIES 2017<br>DEBT<br>SERVICE<br>RECEIVED | FY20 O&M<br>RECEIVED | TOTAL<br>RECEIVED |
|--------------------------------|-------------------|--|--|----------------------|-------------------|
| LENNAR                         | 144,637.96        | -  | -  | 15,147.76            | 15,147.76         |
| <b>TOTAL DIRECT INVOICES</b>   | <b>144,637.96</b> | <b>-</b>                                   | <b>-</b>                                   | <b>15,147.76</b>     | <b>15,147.76</b>  |
| <b>TAX ROLL RECEIVED / DUE</b> | <b>5,927.52</b>   | <b>377,824.94</b>                          | <b>261,625.41</b>                          | <b>164,924.05</b>    | <b>804,374.40</b> |
| <b>TOTAL RECEIPTS / DUE</b>    | <b>150,565.48</b> | <b>377,824.94</b>                          | <b>261,625.41</b>                          | <b>180,071.81</b>    | <b>819,522.16</b> |

**TAX ROLL RECEIPTS**

| DISTRIBUTION                   | DATE       | SERIES 2015<br>DEBT<br>SERVICE<br>RECEIVED | SERIES 2017<br>DEBT<br>SERVICE<br>RECEIVED | O&M<br>RECEIVED   | TOTAL<br>RECEIVED |
|--------------------------------|------------|--|--|-------------------|-------------------|
| 1                              | 11/19/2019 | 6,939.90                                   | 4,805.55                                   | 3,029.33          | 14,774.78         |
| 2                              | 11/25/2019 | 336.15                                     | 232.77                                     | 146.74            | 715.66            |
| 3                              | 11/26/2019 | 24,740.25                                  | 17,131.42                                  | 10,799.35         | 52,671.02         |
| 4                              | 12/13/2019 | 140,037.99                                 | 96,969.50                                  | 61,127.87         | 298,135.36        |
| 5 (11/26-12/6)                 | 12/19/2019 | 10,217.95                                  | 7,075.43                                   | 4,460.23          | 21,753.61         |
| 6 (11/2-11/3)                  | 1/14/2020  | 129,838.54                                 | 89,906.88                                  | 56,675.71         | 276,421.13        |
| 7 (11/9-12/31)                 | 1/29/2020  | 59,997.02                                  | 41,545.02                                  | 26,189.24         | 127,731.28        |
| INTEREST (10/1-12/31)          | 1/30/2020  | 382.97                                     | 265.19                                     | 167.16            | 815.32            |
| 8 (1/1-1/30)                   | 3/30/2020  | 2,502.79                                   | 1,733.06                                   | 1,092.50          | 5,328.35          |
| INTEREST                       | 4/14/2020  | 181.82                                     | 125.90                                     | 79.37             | 387.09            |
| 9 (2/1-4/30)                   | 5/6/2020   | 2,649.56                                   | 1,834.69                                   | 1,156.55          | 5,640.80          |
|                                |            | -  | -  | -                 |                   |
|                                |            | -  | -  | -                 |                   |
|                                |            | -  | -  | -                 |                   |
|                                |            | -  | -  | -                 |                   |
| <b>TOTAL TAX ROLL RECEIPTS</b> |            | <b>377,824.94</b>                          | <b>261,625.41</b>                          | <b>164,924.05</b> | <b>804,374.40</b> |

|                                   |            |            |            |            |
|-----------------------------------|------------|------------|------------|------------|
| <b>PERCENT COLLECTED DIRECT</b>   | <b>0%</b>  | <b>0%</b>  | <b>50%</b> | <b>9%</b>  |
| <b>PERCENT COLLECTED TAX ROLL</b> | <b>99%</b> | <b>0%</b>  | <b>99%</b> | <b>99%</b> |
| <b>PERCENT COLLECTED TOTAL</b>    | <b>86%</b> | <b>78%</b> | <b>92%</b> | <b>84%</b> |

OPERATIONS & MAINTENANCE (O&M) IS DUE IN INSTALLMENTS OF 25% DUE 10/15/19,  
1/1/20, 4/1/20, 7/1/20.

DEBT SERVICE ASSESSMENTS ARE DUE IN INSTALLMENTS WITH 38% DUE 4/1/20 AND 62%  
DUE 9/30/20

THERE IS ALSO A DEVELOPER FUNDING AGREEMENT FOR \$8,786 IN O&M

*C.*

*Isles of Bartram Park*  
*Community Development District*

*Check Run Summary*

*2/01/20 - 4/30/20*

| Fund | Date | Check No. | Amount |
|------|------|-----------|--------|
|------|------|-----------|--------|

*General Fund*

|                         |                  |         |               |
|-------------------------|------------------|---------|---------------|
| <i>Accounts Payable</i> | 2/1/20 - 2/29/20 | 516-523 | \$ 111,735.99 |
|                         | 3/1/20 - 3/31/20 | 524-529 | \$ 14,131.43  |
|                         | 4/1/20 - 4/30/20 | 530-542 | \$ 23,476.51  |

|                  |               |
|------------------|---------------|
| <i>Sub-Total</i> | \$ 149,343.93 |
|------------------|---------------|

|              |               |
|--------------|---------------|
| <i>Total</i> | \$ 149,343.93 |
|--------------|---------------|

*\* Fedex Invoices available upon request*

| CHECK<br>DATE                     | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT    | ....CHECK.....<br>AMOUNT # |
|-----------------------------------|-------|-----------------------------------|--|-------------|--------|-----------|----------------------------|
| 2/07/20                           | 00001 | 2/01/20 70                        | 202002 310-51300-34000                           |             | *      | 3,750.00  |                            |
|                                   |       |                                   | FEB MANAGEMENT FEES                              |             |        |           |                            |
|                                   |       | 2/01/20 70                        | 202002 310-51300-35100                           |             | *      | 133.33    |                            |
|                                   |       |                                   | FEB INFORM TECHNOLOGY                            |             |        |           |                            |
|                                   |       | 2/01/20 70                        | 202002 310-51300-51000                           |             | *      | .75       |                            |
|                                   |       |                                   | OFFICE SUPPLIES                                  |             |        |           |                            |
|                                   |       | 2/01/20 70                        | 202002 310-51300-42000                           |             | *      | 2.50      |                            |
|                                   |       |                                   | POSTAGE  |             |        |           |                            |
|                                   |       | 2/01/20 70                        | 202002 310-51300-42500                           |             | *      | 12.15     |                            |
|                                   |       |                                   | COPIES   |             |        |           |                            |
| GOVERNMENTAL MANAGEMENT SERVICES  |       |                                   |  |             |        |           | 3,898.73 000516            |
| 2/07/20                           | 00020 | 2/01/20 484101                    | 202002 320-57200-46100                           |             | *      | 1,670.00  |                            |
|                                   |       |                                   | FEB LAKE MAINTENANCE                             |             |        |           |                            |
| LAKE DOCTORS, INC.                |       |                                   |  |             |        |           | 1,670.00 000517            |
| 2/07/20                           | 00018 | 2/01/20 365498                    | 202002 320-53800-45501                           |             | *      | 500.00    |                            |
|                                   |       |                                   | FEB MANAGEMENT SERVICES                          |             |        |           |                            |
| VESTA PROPERTY SERVICES, INC.     |       |                                   |  |             |        |           | 500.00 000518              |
| 2/13/20                           | 00004 | 1/31/20 112576                    | 201912 310-51300-31500                           |             | *      | 357.50    |                            |
|                                   |       |                                   | DEC GENERAL COUNSEL                              |             |        |           |                            |
| HOPPING GREEN AND SAMS            |       |                                   |  |             |        |           | 357.50 000519              |
| 2/13/20                           | 00029 | 2/06/20 02062020                  | 202002 300-20700-10200                           |             | *      | 59,997.02 |                            |
|                                   |       |                                   | ST JOHNS CTY TAX 7                               |             |        |           |                            |
|                                   |       | 2/06/20 02062020                  | 202002 300-20700-10200                           |             | *      | 382.97    |                            |
|                                   |       |                                   | ST JOHNS CTY INT 1                               |             |        |           |                            |
| ISLES OF BARTRAM PARK CDD-DS 2015 |       |                                   |  |             |        |           | 60,379.99 000520           |
| 2/13/20                           | 00030 | 2/06/20 02062020                  | 202002 300-20700-10300                           |             | *      | 41,545.02 |                            |
|                                   |       |                                   | ST JOHNS CTY TAX 1                               |             |        |           |                            |
|                                   |       | 2/06/20 02062020                  | 202002 300-20700-10300                           |             | *      | 265.19    |                            |
|                                   |       |                                   | ST JOHNS CTY INT 1                               |             |        |           |                            |
| ISLES OF BARTRAM PARK CDD-DS 2017 |       |                                   |  |             |        |           | 41,810.21 000521           |
| 2/21/20                           | 00021 | 2/17/20 M1155                     | 202001 320-57200-46400                           |             | *      | 450.00    |                            |
|                                   |       |                                   | JAN FOUNTAIN SERVICE                             |             |        |           |                            |
| CRYSTAL CLEAN POOL SERVICE, INC   |       |                                   |  |             |        |           | 450.00 000522              |
| 2/27/20                           | 00022 | 2/29/20 JAX90675                  | 202002 320-57200-46200                           |             | *      | 2,669.56  |                            |
|                                   |       |                                   | FEB LANDSCAPE MAINTENANCE                        |             |        |           |                            |
| YELLOWSTONE LANDSCAPE             |       |                                   |  |             |        |           | 2,669.56 000523            |
| 3/05/20                           | 00001 | 3/01/20 71                        | 202003 310-51300-34000                           |             | *      | 3,750.00  |                            |
|                                   |       |                                   | MAR MANAGEMENT FEES                              |             |        |           |                            |

IBTR ISLES OF BRTRM BPEREGRINO

| CHECK<br>DATE | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT   | .....CHECK.....<br>AMOUNT # |
|---------------|-------|-----------------------------------|--|-------------|--------|----------|-----------------------------|
|               |       | 3/01/20 71                        | 202003 310-51300-35100                           |             | *      | 133.33   |                             |
|               |       | MAR INFORM TECHNOLOGY             |  |             |        |          |                             |
|               |       | 3/01/20 71                        | 202003 310-51300-31200                           |             | *      | 583.33   |                             |
|               |       | MAR DISSEMINATION SERVICE         |  |             |        |          |                             |
|               |       | 3/01/20 71                        | 202003 310-51300-51000                           |             | *      | .27      |                             |
|               |       | OFFICE SUPPLIES                   |  |             |        |          |                             |
|               |       | 3/01/20 71                        | 202003 310-51300-42000                           |             | *      | 21.50    |                             |
|               |       | POSTAGE                           |  |             |        |          |                             |
|               |       | 3/01/20 71                        | 202003 310-51300-42500                           |             | *      | 8.85     |                             |
|               |       | COPIES                            |  |             |        |          |                             |
|               |       | 3/01/20 71DEC                     | 201912 310-51300-31200                           |             | *      | 583.33   |                             |
|               |       | DEC DISSEMINATION SERVICE         |  |             |        |          |                             |
|               |       | 3/01/20 71FEB                     | 202002 310-51300-31200                           |             | *      | 583.33   |                             |
|               |       | FEB DISSEMINATION SERVICE         |  |             |        |          |                             |
|               |       | 3/01/20 71JAN                     | 202001 310-51300-31200                           |             | *      | 583.33   |                             |
|               |       | JAN DISSEMINATION SERVICE         |  |             |        |          |                             |
|               |       | 3/01/20 71NOV                     | 201911 310-51300-31200                           |             | *      | 583.33   |                             |
|               |       | NOV DISSEMINATION SERVICE         |  |             |        |          |                             |
|               |       | 3/01/20 71OCT                     | 201910 310-51300-31200                           |             | *      | 583.33   |                             |
|               |       | OCT DISSEMINATION SERVICE         |  |             |        |          |                             |
|               |       |                                   | GOVERNMENTAL MANAGEMENT SERVICES                 |             |        |          | 7,413.93 000524             |
| 3/19/20 00021 |       | 3/10/20 M1272                     | 202003 320-57200-46400                           |             | *      | 450.00   |                             |
|               |       | MAR POOL CLEANING                 |  |             |        |          |                             |
|               |       |                                   | CRYSTAL CLEAN POOL SERVICE, INC                  |             |        |          | 450.00 000525               |
| 3/19/20 00013 |       | 3/02/20 19218                     | 202003 310-51300-35200                           |             | *      | 4,000.00 |                             |
|               |       | AUDIT FYE 9/30/19                 |  |             |        |          |                             |
|               |       |                                   | GRAU AND ASSOCIATES                              |             |        |          | 4,000.00 000526             |
| 3/19/20 00004 |       | 2/29/20 113308                    | 202001 310-51300-31500                           |             | *      | 97.50    |                             |
|               |       | JAN GENERAL COUNSEL               |  |             |        |          |                             |
|               |       |                                   | HOPPING GREEN AND SAMS                           |             |        |          | 97.50 000527                |
| 3/19/20 00020 |       | 3/01/20 489882                    | 202003 320-57200-46100                           |             | *      | 1,670.00 |                             |
|               |       | MAR LAKE MAINTENANCE              |  |             |        |          |                             |
|               |       |                                   | LAKE DOCTORS, INC.                               |             |        |          | 1,670.00 000528             |
| 3/19/20 00018 |       | 3/01/20 366583                    | 202003 320-53800-45501                           |             | *      | 500.00   |                             |
|               |       | MAR MANAGEMENT SERVICE            |  |             |        |          |                             |
|               |       |                                   | VESTA PROPERTY SERVICES, INC.                    |             |        |          | 500.00 000529               |
| 4/09/20 00001 |       | 4/01/20 72                        | 202004 310-51300-34000                           |             | *      | 3,750.00 |                             |
|               |       | APR MANAGEMENT FEES               |  |             |        |          |                             |
|               |       | 4/01/20 72                        | 202004 310-51300-35100                           |             | *      | 133.33   |                             |
|               |       | APR INFORM TECHNOLOGY             |  |             |        |          |                             |

IBTR ISLES OF BRTRM BPEREGRINO

| CHECK<br>DATE | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME                       | STATUS | AMOUNT   | .....CHECK.....<br>AMOUNT # |
|---------------|-------|-----------------------------------|--|-----------------------------------|--------|----------|-----------------------------|
|               |       | 4/01/20 72                        | 202004 310-51300-31200                           |                                   | *      | 583.33   |                             |
|               |       | APR DISSEMINATION SERVICE         |  |                                   |        |          |                             |
|               |       | 4/01/20 72                        | 202004 310-51300-51000                           |                                   | *      | .03      |                             |
|               |       | OFFICE SUPPLIES                   |  |                                   |        |          |                             |
|               |       | 4/01/20 72                        | 202004 310-51300-42000                           |                                   | *      | .50      |                             |
|               |       | POSTAGE                           |  |                                   |        |          |                             |
|               |       | 4/01/20 72                        | 202004 310-51300-42500                           |                                   | *      | 6.60     |                             |
|               |       | COPIES                            |  |                                   |        |          |                             |
|               |       |                                   |  | GOVERNMENTAL MANAGEMENT SERVICES  |        |          | 4,473.79 000530             |
| 4/09/20 00004 |       | 3/31/20 113934                    | 202002 310-51300-31500                           |                                   | *      | 1,030.50 |                             |
|               |       | FEB GENERAL COUNSEL               |  |                                   |        |          |                             |
|               |       |                                   |  | HOPPING GREEN AND SAMS            |        |          | 1,030.50 000531             |
| 4/09/20 00022 |       | 4/01/20 JAX10058                  | 202004 320-57200-46200                           |                                   | *      | 2,669.56 |                             |
|               |       | APR LANDSCAPE MAINTENANCE         |  |                                   |        |          |                             |
|               |       |                                   |  | YELLOWSTONE LANDSCAPE             |        |          | 2,669.56 000532             |
| 4/16/20 00021 |       | 4/09/20 M1396                     | 202004 320-57200-46400                           |                                   | *      | 450.00   |                             |
|               |       | APR FOUNTAIN SERVICES             |  |                                   |        |          |                             |
|               |       |                                   |  | CRYSTAL CLEAN POOL SERVICE, INC   |        |          | 450.00 000533               |
| 4/23/20 00011 |       | 4/03/20 193755                    | 202003 310-51300-31100                           |                                   | *      | 393.75   |                             |
|               |       | MAR PROFESSIONAL SERVICES         |  |                                   |        |          |                             |
|               |       |                                   |  | ENGLAND THIMS & MILLER INC        |        |          | 393.75 000534               |
| 4/23/20 00029 |       | 4/22/20 04222020                  | 202004 300-20700-10200                           |                                   | *      | 2,502.79 |                             |
|               |       | 3/30/20 ST JOHNS CTY TAX8         |  |                                   |        |          |                             |
|               |       | 4/22/20 04222020                  | 202004 300-20700-10200                           |                                   | *      | 181.82   |                             |
|               |       | 4/14/20 ST JOHNS CTY INT2         |  |                                   |        |          |                             |
|               |       |                                   |  | ISLES OF BARTRAM PARK CDD-DS 2015 |        |          | 2,684.61 000535             |
| 4/23/20 00030 |       | 4/22/20 04222020                  | 202004 300-20700-10300                           |                                   | *      | 1,733.06 |                             |
|               |       | 3/30/20 ST JOHNS CTY TAX8         |  |                                   |        |          |                             |
|               |       | 4/22/20 04222020                  | 202004 300-20700-10300                           |                                   | *      | 125.90   |                             |
|               |       | 4/14/20 ST JOHNS CTY INT2         |  |                                   |        |          |                             |
|               |       |                                   |  | ISLES OF BARTRAM PARK CDD-DS 2017 |        |          | 1,858.96 000536             |
| 4/23/20 00020 |       | 3/23/20 492022                    | 202003 320-57200-46300                           |                                   | *      | 2,197.50 |                             |
|               |       | 50% DEP FOUNTAIN PARTS            |  |                                   |        |          |                             |
|               |       |                                   |  | LAKE DOCTORS, INC.                |        |          | 2,197.50 000537             |
| 4/23/20 00020 |       | 4/01/20 496853                    | 202004 320-57200-46300                           |                                   | *      | 350.00   |                             |
|               |       | QUARTERLY FOUNTAIN SRVC           |  |                                   |        |          |                             |
|               |       |                                   |  | LAKE DOCTORS, INC.                |        |          | 350.00 000538               |
|               |       |                                   |  |                                   |        |          |                             |
|               |       |                                   |  | IBTR ISLES OF BRTRM BPEREGRINO    |        |          |                             |

| CHECK<br>DATE      | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME               | STATUS | AMOUNT     | ....CHECK.....<br>AMOUNT # |
|--------------------|-------|-----------------------------------|--|---------------------------|--------|------------|----------------------------|
| 4/23/20            | 00020 | 4/01/20 496040                    | 202004 320-57200-46100                           | APR LAKE MAINTENANCE      | *      | 1,670.00   |                            |
|                    |       |                                   |  | LAKE DOCTORS, INC.        |        |            | 1,670.00 000539            |
| 4/23/20            | 00022 | 11/30/19 JAX72492                 | 201911 320-57200-46200                           | NOV LANDSCAPE MAINTENANCE | *      | 2,328.28   |                            |
|                    |       |                                   |  | YELLOWSTONE LANDSCAPE     |        |            | 2,328.28 000540            |
| 4/23/20            | 00022 | 12/31/19 JAX76442                 | 201912 320-57200-46200                           | PLANT ROTATION LAKE BANKS | *      | 700.00     |                            |
|                    |       |                                   |  | YELLOWSTONE LANDSCAPE     |        |            | 700.00 000541              |
| 4/23/20            | 00022 | 3/13/20 JAX97178                  | 202003 320-57200-46200                           | MAR LANDSCAPE MAINTENANCE | *      | 2,669.56   |                            |
|                    |       |                                   |  | YELLOWSTONE LANDSCAPE     |        |            | 2,669.56 000542            |
| TOTAL FOR BANK A   |       |                                   |  |                           |        | 149,343.93 |                            |
| TOTAL FOR REGISTER |       |                                   |  |                           |        | 149,343.93 |                            |

IBTR ISLES OF BRTRM BPEREGRINO

**Governmental Management Services, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice**

Invoice #: 70

Invoice Date: 2/1/20

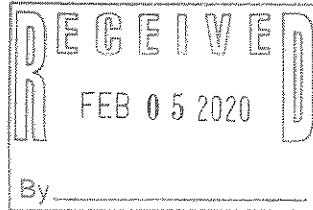
Due Date: 2/1/20

Case:

P.O. Number:

**Bill To:**

Isles of Bartram Park CDD  
475 West Town Place  
Suite 114  
At. Augustine, FL 32092



| Description                            | Hours/Qty      | Rate     | Amount   |
|--|----------------|----------|----------|
| Management Fees - February 2020        | 1,310.513, 340 | 3,750.00 | 3,750.00 |
| Information Technology - February 2020 | 857            | 133.33   | 133.33   |
| Office Supplies 570                    |                | 0.75     | 0.75     |
| Postage 420                            |                | 2.50     | 2.50     |
| Copies 425                             |                | 12.15    | 12.15    |

10A

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**Total** \$3,898.73

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**Payments/Credits** \$0.00

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**Balance Due** \$3,898.73

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# INVOICE

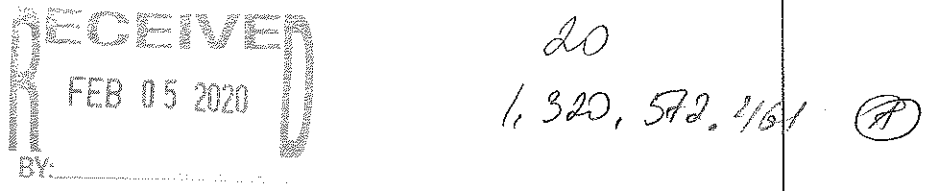


3543 State Road 419, Winter Springs, FL 32708  
PH: 800-666-5253

|              |           |
|--------------|-----------|
| Invoice #    | 484101    |
| Account #    | 721658    |
| Invoice Date | 2/1/2020  |
| Due Date     | 2/11/2020 |
| Rep          | MAS       |

|  |
|--|
| <b>Bill To</b>   |
| CELESTINA MASTER POA<br>ISLES AT BARTRAM CDD<br>475 WEST TOWN PLACE<br>SUITE 114<br>ST. AUGUSTINE, FLORIDA 32092 |

|  |
|--|
| Invoice Questions:<br><a href="mailto:Lakes@lakedoctors.com">Lakes@lakedoctors.com</a><br>Payment Questions:<br><a href="mailto:Payments@lakedoctors.com">Payments@lakedoctors.com</a> |
|--|

| Purchase Order Number   | Terms   | Invoice Date Reflects Month of Service Provided |
|---|---|---|
|   | NET 10 DAYS   |   |
| Item  | Description   | Amount  |
|   | Monthly Water Mgmt Serv-R-Non<br>Water Mgmt Serv - Additional Areas Added Effective 01/2020 | 1,170.00<br>500.00                              |
|                                      |   |   |
| <b>Customer Total Balance</b> \$3,340.00  |   |   |
| Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you! |   | <b>Total Invoice</b> <b>\$1,670.00</b>          |

To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit [www.lakedoctors.com](http://www.lakedoctors.com) for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

|  |
|--|
| <b>Bill To</b>   |
| CELESTINA MASTER POA<br>ISLES AT BARTRAM CDD<br>475 WEST TOWN PLACE<br>SUITE 114<br>ST. AUGUSTINE, FLORIDA 32092 |

|                 |
|-----------------|
| Amount Enclosed |
|                 |

|           |          |
|-----------|----------|
| Invoice # | 484101   |
| Account # | 721658   |
| Date      | 2/1/2020 |

Go Green! Contact us at [Payments@lakedoctors.com](mailto:Payments@lakedoctors.com) to have your invoices emailed.

For address and contact updates, please email us at [Frontdesk@lakedoctors.com](mailto:Frontdesk@lakedoctors.com).

**The Lake Doctors, Inc.**  
3543 State Road 419  
Winter Springs, FL 32708



|  |                                 |
|--|---------------------------------|
| IF PAYING BY CREDIT CARD, FILL OUT BELOW |                                 |
| ____ Mastercard                          | ____ Visa                       |
| ____ American Express                    |                                 |
| Card #                                   | _____                           |
| Card Verification #                      | _____                           |
| Exp. Date #                              | _____                           |
| Print Name                               | _____                           |
| Billing Address:                         | ____ Check box if same as above |
| Signature                                | _____                           |



## Invoice

Vesta Property Services, Inc.  
245 Riverside Avenue  
Suite 250  
Jacksonville FL 32202

Invoice #  
Date

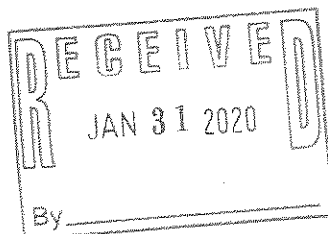
365498  
2/1/2020

Terms  
Due Date  
Memo

Due on receipt  
2/1/2020  
MANAGEMENT SERV...

### Bill To

Isles of Bartram Park CDD  
475 West Town Place  
Suite 250  
Jacksonville FL 32092



| Description         | Quantity | Rate   | Amount |
|---------------------|----------|--------|--------|
| MANAGEMENT SERVICES | 1        | 500.00 | 500.00 |

Total \$500.00

Feb. exp.

18 (A)

1,320,538.45501

# Hopping Green & Sams

Attorneys and Counselors

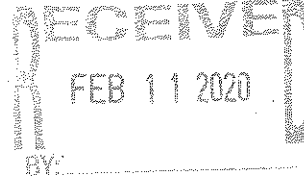
119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

## STATEMENT

January 31, 2020

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

Bill Number 112576  
Billed through 12/31/2019



1-31-513-315  
4

General Counsel  
IBPCDD 00001 WSH

### FOR PROFESSIONAL SERVICES RENDERED

|                            |     |   |          |
|----------------------------|-----|---|----------|
| 12/10/19                   | WSH | Review correspondence and begin preparation of agreements for lake maintenance.                           | 0.30 hrs |
| 12/12/19                   | KFJ | Prepare lake and fountain maintenance agreements; confer with Haber.                                      | 0.80 hrs |
| 12/13/19                   | WSH | Finalize agreements for lake and fountain maintenance; confer with Oliver regarding same.                 | 0.50 hrs |
| 12/30/19                   | MCE | Review proposed legislation; monitor committee activity and agendas; monitor Amendment 12 implementation. | 0.30 hrs |
| Total fees for this matter |     |   | \$357.50 |

### MATTER SUMMARY

|                                |          |         |          |
|--------------------------------|----------|---------|----------|
| Jusevitch, Karen F.- Paralegal | 0.80 hrs | 120 /hr | \$96.00  |
| Eckert, Michael C.             | 0.30 hrs | 245 /hr | \$73.50  |
| Haber, Wesley S.               | 0.80 hrs | 235 /hr | \$188.00 |

TOTAL FEES \$357.50

TOTAL CHARGES FOR THIS MATTER **\$357.50**

### BILLING SUMMARY

|                                |          |         |          |
|--------------------------------|----------|---------|----------|
| Jusevitch, Karen F.- Paralegal | 0.80 hrs | 120 /hr | \$96.00  |
| Eckert, Michael C.             | 0.30 hrs | 245 /hr | \$73.50  |
| Haber, Wesley S.               | 0.80 hrs | 235 /hr | \$188.00 |

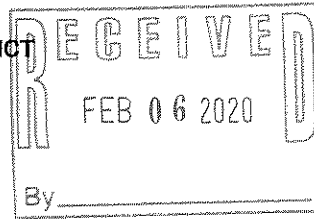
TOTAL FEES \$357.50

TOTAL CHARGES FOR THIS BILL **\$357.50**

Please include the bill number on your check.

**Isles of Bartram Park**  
COMMUNITY DEVELOPMENT DISTRICT

*General Fund*



**Check Request**

| Date             | Amount      | Authorized By        |
|------------------|-------------|----------------------|
| February 6, 2020 | \$60,379.99 | Bernadette Peregrino |

Payable to:

|                                  |
|----------------------------------|
| Isles of Bartram Park #29 - 2015 |
|----------------------------------|

Date Check Needed:

Budget Category:

|      |                     |
|------|---------------------|
| ASAP | 001,300.20700.10200 |
|------|---------------------|

Intended Use of Funds Requested:

|   |
|---|
|   |
|   |
| 1/29/20      \$    59,997.02    St Johns Cty Tax 7    |
| 1/31/20      \$       382.97    St Johns Cty Int 1    |
|   |
|   |
| \$    60,379.99                                       |
|   |
|   |
|   |
|   |
|   |
|   |
| <i>(Attach supporting documentation for request.)</i> |

*Isles of Bartram Park Community Development District  
Fiscal Year 2020 Assessment Receipts*

| ASSESSED TO               | # LOTS | SERIES 2015<br>DEBT<br>SERVICE<br>ASMT | SERIES 2017<br>DEBT<br>SERVICE<br>ASMT | FY 20<br>O&M<br>ASMT | TOTAL ASMTS |
|---------------------------|--------|--|--|----------------------|-------------|
| LENNAR                    | 95     | 57,044.06                              | 72,446.16                              | 30,295.50            | 159,785.72  |
| TOTAL DIRECT INVOICES NET | 95     | 57,044.06                              | 216,501.34                             | 30,295.50            | 159,785.72  |
| TAX ROLL NET              | 521    | 380,609.18                             | 263,553.35                             | 166,139.40           | 810,301.93  |
| TOTAL DISTRICT NET        | 616    | 437,653.24                             | 480,054.69                             | 196,434.90           | 970,087.65  |

| RECEIVED FROM           | BALANCE DUE | SERIES 2015<br>DEBT<br>SERVICE<br>ASMT | SERIES 2017<br>DEBT<br>SERVICE<br>ASMT | FY20 O&M<br>ASMT | TOTAL<br>RECEIVED |
|-------------------------|-------------|--|--|------------------|-------------------|
| LENNAR                  | 159,785.72  | -                                      | -                                      | -                | -                 |
| TOTAL DIRECT INVOICES   | 159,785.72  | -                                      | -                                      | -                | -                 |
| TAX ROLL RECEIVED / DUE | 17,283.77   | 372,490.77                             | 257,931.75                             | 162,595.64       | 793,018.16        |
| TOTAL RECEIPTS / DUE    | 177,069.49  | 372,490.77                             | 257,931.75                             | 162,595.64       | 793,018.16        |

## TAX ROLL RECEIPTS

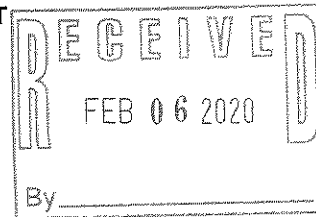
| TAX ROLL RECEIPTS              |            |  |  |                   |                   |
|--------------------------------|------------|--|--|-------------------|-------------------|
| DISTRIBUTION                   | DATE       | SERIES 2015<br>DEBT<br>SERVICE<br>ASMT | SERIES 2017<br>DEBT<br>SERVICE<br>ASMT | FY20 O&M<br>ASMT  | TOTAL<br>RECEIVED |
| 1                              | 11/19/2019 | 6,939.90                               | 4,805.55                               | 3,029.33          | 14,774.78         |
| 2                              | 11/25/2019 | 336.15                                 | 232.77                                 | 146.74            | 715.66            |
| 3                              | 11/26/2019 | 24,740.25                              | 17,131.42                              | 10,799.35         | 52,671.02         |
| 4                              | 12/13/2019 | 140,037.99                             | 96,969.50                              | 61,127.87         | 298,135.36        |
| 5 (11/26-12/6)                 | 12/19/2019 | 10,217.95                              | 7,075.43                               | 4,460.23          | 21,753.61         |
| 6 (11/2-11/3)                  | 1/14/2020  | 129,838.54                             | 89,906.88                              | 56,675.71         | 276,421.13        |
| 7 (11/9-12/31)                 | 1/29/2020  | 59,997.02                              | 41,545.02                              | 26,189.25         | 127,731.28        |
| Int 1                          | 1/31/2020  | 382.97                                 | 265.19                                 | 167.16            | 815.32            |
|                                |            | -                                      | -                                      | -                 |                   |
|                                |            | -                                      | -                                      | -                 |                   |
|                                |            | -                                      | -                                      | -                 |                   |
|                                |            | -                                      | -                                      | -                 |                   |
|                                |            | -                                      | -                                      | -                 |                   |
|                                |            | -                                      | -                                      | -                 |                   |
|                                |            | -                                      | -                                      | -                 |                   |
|                                |            | -                                      | -                                      | -                 |                   |
|                                |            | -                                      | -                                      | -                 |                   |
|                                |            | -                                      | -                                      | -                 |                   |
| <b>TOTAL TAX ROLL RECEIPTS</b> |            | <b>372,490.77</b>                      | <b>257,931.75</b>                      | <b>162,595.64</b> | <b>793,018.16</b> |

|                            |     |     |     |     |
|----------------------------|-----|-----|-----|-----|
| PERCENT COLLECTED DIRECT   | 0%  | 0%  | 0%  | 0%  |
| PERCENT COLLECTED TAX ROLL | 98% | 0%  | 98% | 98% |
| PERCENT COLLECTED TOTAL    | 85% | 54% | 83% | 82% |

**Isles of Bartram Park**  
COMMUNITY DEVELOPMENT DISTRICT

*General Fund*

**Check Request**



| Date             | Amount      | Authorized By        |
|------------------|-------------|----------------------|
| February 6, 2020 | \$41,810.21 | Bernadette Peregrino |

Payable to:

|                                 |
|---------------------------------|
| Isles of Bartram Park #30 -2017 |
|---------------------------------|

Date Check Needed:

Budget Category:

|      |                     |
|------|---------------------|
| ASAP | 001.300.20700.10300 |
|------|---------------------|

Intended Use of Funds Requested:

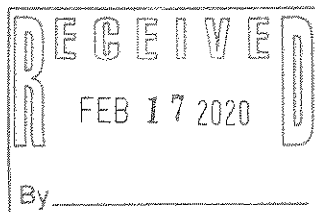
|   |
|---|
|   |
|   |
| 1/29/20     \$    41,545.02   St Johns Cty Tax 7      |
|   |
| 1/31/20     \$       265.19   St Johns Cty Int 1      |
|   |
|   |
|   |
| \$    41,810.21                                       |
|   |
|   |
|   |
|   |
| <i>(Attach supporting documentation for request.)</i> |

Crystal Clean Pool Service Inc  
9020-1 Berry Ave  
Jacksonville, FL 32211 US  
+1 7168302520  
brett.c.vaughan@gmail.com

# INVOICE

## BILL TO

Celestina Fountain  
4518 Racetrack Rd.  
St. Johns, FL 32259



INVOICE # M1155  
DATE 02/17/2020  
DUE DATE 03/18/2020  
TERMS Net 30

| ACTIVITY        | DESCRIPTION           | QTY | RATE   | AMOUNT |
|-----------------|-----------------------|-----|--------|--------|
| Monthly Service | Monthly Pool Cleaning | 1   | 450.00 | 450.00 |

January

BALANCE DUE

**\$450.00**

1,320,572.464

POSTED 21 (A)



**YELLOWSTONE**  
LANDSCAPE

**Bill To:**

Celestina-Isles of Bartram CDD  
c/o GMS-NF, LLC  
475 West Town Pl, Suite 114  
Saint Augustine, FL 32092

**Property Name:** Celestina-Isles of Bartram CDD

**INVOICE**

| INVOICE # | INVOICE DATE |
|-----------|--------------|
| JAX 90675 | 2/29/2020    |
| TERMS     | PO NUMBER    |
| Net 30    |              |

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** March 30, 2020

**Invoice Amount:** \$2,669.56

| Description                                 | Current Amount |
|---|----------------|
| Monthly Landscape Maintenance February 2020 | \$2,669.56     |

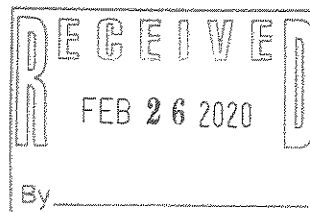
**Invoice Total** \$2,669.56

(A)

22

1,322.572.462

IN COMMERCIAL LANDSCAPING

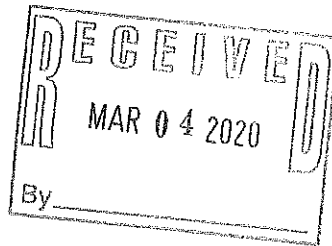


**Should you have any questions or inquiries please call (386) 437-6211.**

1001 Bradford Way  
Kingston, TN 37763

Invoice #: 71  
Invoice Date: 3/1/20  
Due Date: 3/1/20  
Case:  
P.O. Number:

Isles of Bartram Park CDD  
475 West Town Place  
Suite 114  
At. Augustine, FL 32092



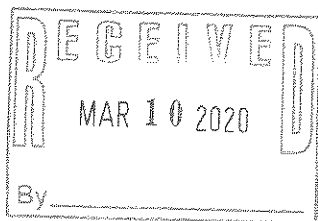
| Description   | Hours/Qty | Rate                | Amount     |
|---|-----------|---------------------|------------|
| Management Fees - March 2020 1,310,513,340                  |           | 3,750.00            | 3,750.00   |
| Information Technology - March 2020 857                     |           | 133.33              | 133.33     |
| Dissemination Agent Services - (Oct. 2019 - March 2020) 312 | 6         | 583.33              | 3,499.98   |
| Office Supplies 570   |           | 0.27                | 0.27       |
| Postage 425   |           | 21.50               | 21.50      |
| Copies 425  |           | 8.85                | 8.85       |
|   |           | $\Sigma = 44,97.28$ |            |
| 1 (A)   |           |                     |            |
| Total   |           |                     | \$7,413.93 |
| Payments/Credits  |           |                     | \$0.00     |
| Balance Due   |           |                     | \$7,413.93 |

Crystal Clean Pool Service Inc  
9020-1 Berry Ave  
Jacksonville, FL 32211 US  
+1 7168302520  
brett.c.vaughan@gmail.com

## INVOICE

### BILL TO

Celestina Fountain  
4518 Racetrack Rd.  
St. Johns, FL 32259



INVOICE # M1272

DATE 03/10/2020

DUE DATE 04/09/2020

TERMS Net 30

1.32.572.464  
21

| ACTIVITY        | DESCRIPTION           | QTY | RATE   | AMOUNT |
|-----------------|-----------------------|-----|--------|--------|
| Monthly Service | Monthly Pool Cleaning | 1   | 450.00 | 450.00 |

February

BALANCE DUE

**\$450.00**

# Grau and Associates

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

RECEIVED  
MAR 09 2020

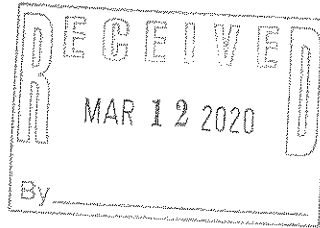
BY: \_\_\_\_\_

Phone: 561-994-9299

Fax: 561-994-5823

Isles of Bartram Park  
1408 Hamlin Avenue, Unit E  
Saint Cloud, FL 34771

Invoice No. 19218  
Date 03/02/2020



1.32-513.352  
13

## SERVICE

## AMOUNT

Audit FYE 09/30/2019

\$ 4,000.00

Current Amount Due

\$ 4,000.00

| 0 - 30   | 31 - 60 | 61 - 90 | 91 - 120 | Over 120 | Balance  |
|----------|---------|---------|----------|----------|----------|
| 4,000.00 | 0.00    | 0.00    | 0.00     | 0.00     | 4,000.00 |

Payment due upon receipt.

# Hopping Green & Sams

Attorneys and Counselors

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

## STATEMENT

February 29, 2020

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

Bill Number 113308  
Billed through 01/31/2020

General Counsel  
IBPCDD 00001 WSH

RECEIVED  
MAR 16 2020

1-31-513-315  
4

### FOR PROFESSIONAL SERVICES RENDERED

|                            |     |   |          |
|----------------------------|-----|---|----------|
| 01/21/20                   | KFJ | Prepare internal controls policy resolution; confer with Haber.   | 0.20 hrs |
| 01/31/20                   | MCE | Review proposed legislation; monitor committee activity and agendas; monitor Amendment 12 implementation. | 0.30 hrs |
| Total fees for this matter |     |   | \$97.50  |

### MATTER SUMMARY

|                                |          |         |                |
|--------------------------------|----------|---------|----------------|
| Jusevitch, Karen F.- Paralegal | 0.20 hrs | 120 /hr | \$24.00        |
| Eckert, Michael C.             | 0.30 hrs | 245 /hr | \$73.50        |
| TOTAL FEES                     |          |         | \$97.50        |
| TOTAL CHARGES FOR THIS MATTER  |          |         | <u>\$97.50</u> |

### BILLING SUMMARY

|                                |          |         |                |
|--------------------------------|----------|---------|----------------|
| Jusevitch, Karen F.- Paralegal | 0.20 hrs | 120 /hr | \$24.00        |
| Eckert, Michael C.             | 0.30 hrs | 245 /hr | \$73.50        |
| TOTAL FEES                     |          |         | \$97.50        |
| TOTAL CHARGES FOR THIS BILL    |          |         | <u>\$97.50</u> |

Please include the bill number with your payment.

WIRE/ACH Information

Synovus Bank

Hopping Green & Sams, P.A.

Acct. #: 3270103901

ABA #: 061100606

# INVOICE



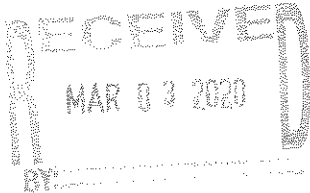
3543 State Road 419, Winter Springs, FL 32708  
PH: 800-666-5253

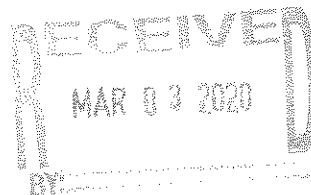
|              |           |
|--------------|-----------|
| Invoice #    | 489882    |
| Account #    | 721658    |
| Invoice Date | 3/1/2020  |
| Due Date     | 3/11/2020 |
| Rep          | MAS       |

|  |
|--|
| <b>Bill To</b>   |
| CELESTINA MASTER POA<br>ISLES AT BARTRAM CDD<br>475 WEST TOWN PLACE<br>SUITE 114<br>ST. AUGUSTINE, FLORIDA 32092 |

1-32-572-461  
20

|  |
|--|
| Invoice Questions:<br><a href="mailto:Lakes@lakedoctors.com">Lakes@lakedoctors.com</a><br>Payment Questions:<br><a href="mailto:Payments@lakedoctors.com">Payments@lakedoctors.com</a> |
|--|

|   |  |                                   |   |
|---|--|-----------------------------------|---|
| Purchase Order Number   |  | Terms                             | Invoice Date Reflects Month of Service Provided |
|   |  | NET 10 DAYS                       |   |
| Item  | Description  | Amount                            |   |
|   | Monthly Water Mgmt Serv-R-Non<br>Water Mgmt Serv - Additional Areas Added Effective 01/2020<br><br> | 1,170.00<br>500.00                |   |
|   |  | Customer Total Balance \$2,620.00 |   |
| Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you! |  |                                   | Total Invoice \$1,670.00                        |



To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit [www.lakedoctors.com](http://www.lakedoctors.com) for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

|  |
|--|
| <b>Bill To</b>   |
| CELESTINA MASTER POA<br>ISLES AT BARTRAM CDD<br>475 WEST TOWN PLACE<br>SUITE 114<br>ST. AUGUSTINE, FLORIDA 32092 |

|                 |
|-----------------|
| Amount Enclosed |
|                 |

|           |          |
|-----------|----------|
| Invoice # | 489882   |
| Account # | 721658   |
| Date      | 3/1/2020 |

Go Green! Contact us at [Payments@lakedoctors.com](mailto:Payments@lakedoctors.com) to have your invoices emailed.

For address and contact updates, please email us at [Frontdesk@lakedoctors.com](mailto:Frontdesk@lakedoctors.com).

**The Lake Doctors, Inc.**  
3543 State Road 419  
Winter Springs, FL 32708



|  |                                |                      |
|--|--------------------------------|----------------------|
| IF PAYING BY CREDIT CARD, FILL OUT BELOW |                                |                      |
| ___ Mastercard                           | ___ Visa                       | ___ American Express |
| Card #                                   | _____                          |                      |
| Card Verification #                      | _____                          |                      |
| Exp. Date #                              | _____                          |                      |
| Print Name                               | _____                          |                      |
| Billing Address:                         | ___ Check box if same as above |                      |
| Signature                                | _____                          |                      |



## Invoice

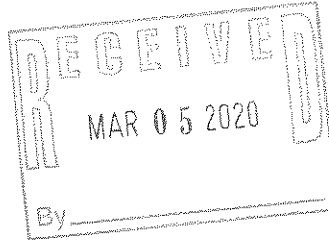
Vesta Property Services, Inc.  
245 Riverside Avenue  
Suite 250  
Jacksonville FL 32202

Invoice #  
Date

366583  
3/1/2020

Terms  
Due Date  
Memo

Due on receipt  
3/1/2020  
MANAGEMENT SERV...



**Bill To**

Isles of Bartram Park CDD  
475 West Town Place  
Suite 250  
Jacksonville FL 32092

1.32.538.4581  
18

| Description         | Quantity | Rate   | Amount |
|---------------------|----------|--------|--------|
| MANAGEMENT SERVICES | 1        | 500.00 | 500.00 |

**Total** \$500.00

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

RECEIVED

Invoice #: 72

Invoice Date: 4/1/20

Due Date: 4/1/20

Case:

P.O. Number:

**Bill To:**Isles of Bartram Park CDD  
475 West Town Place  
Suite 114  
At. Augustine, FL 32092

APR 2 2020

| Description                                   | Hours/Qty | Rate     | Amount     |
|---|-----------|----------|------------|
| Management Fees - April 2020 1,310.573.840    |           | 3,750.00 | 3,750.00   |
| Information Technology - April 2020 357       |           | 133.33   | 133.33     |
| Dissemination Agent Services - April 2020 312 |           | 583.33   | 583.33     |
| Office Supplies 570                           |           | 0.03     | 0.03       |
| Postage 420                                   |           | 0.50     | 0.50       |
| Copies 425                                    |           | 6.60     | 6.60       |
| 1 (A)   |           |          |            |
| Total   |           |          | \$4,473.79 |
| Payments/Credits                              |           |          | \$0.00     |
| Balance Due                                   |           |          | \$4,473.79 |

# Hopping Green & Sams

Attorneys and Counselors

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

4 (A)  
1.810.573.815

## STATEMENT

March 31, 2020

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

Bill Number 113934  
Billed through 02/29/2020

RECEIVED

APR 8 2020

General Counsel

IBPCDD 00001 WSH

### FOR PROFESSIONAL SERVICES RENDERED

|          |     |  |          |
|----------|-----|--|----------|
| 02/03/20 | WSH | Review minutes; confer with Stephens regarding same.   | 0.20 hrs |
| 02/04/20 | WSH | Review documents regarding conveyance of stormwater system.  | 0.40 hrs |
| 02/11/20 | KFJ | Research 2020 election seats and status.   | 0.20 hrs |
| 02/17/20 | KFJ | Correspond with district manager regarding internal controls policy resolution.                            | 0.20 hrs |
| 02/21/20 | WSH | Respond to auditor inquiry.  | 0.20 hrs |
| 02/24/20 | WSH | Review correspondence regarding conveyance of ponds.   | 0.20 hrs |
| 02/24/20 | JMW | Respond to auditor request.  | 0.10 hrs |
| 02/25/20 | WSH | Confer with Oliver regarding funding agreement and pond conveyance; review correspondence regarding audit. | 0.60 hrs |
| 02/26/20 | MGC | Review auditor letter.   | 0.20 hrs |
| 02/26/20 | APA | Prepare attorney response to auditor letter fiscal year end 2019.  | 1.20 hrs |
| 02/27/20 | WSH | Review and revise audit.   | 0.80 hrs |
| 02/28/20 | MCE | Review proposed legislation; monitor committee activity and agendas; monitor Amendment 12 implementation.  | 0.30 hrs |
| 02/28/20 | WSH | Confer with Peregrino regarding comments to audit; confer with Maggiore regarding release of easement.     | 0.60 hrs |

Total fees for this matter \$1,030.50

### MATTER SUMMARY

|                            |          |         |          |
|----------------------------|----------|---------|----------|
| Papp, Annie M. - Paralegal | 1.20 hrs | 120 /hr | \$144.00 |
| Walters, Jason M.          | 0.10 hrs | 200 /hr | \$20.00  |

|                                 |          |         |          |
|---------------------------------|----------|---------|----------|
| Jusevitch, Karen F. - Paralegal | 0.40 hrs | 120 /hr | \$48.00  |
| Eckert, Michael C.              | 0.30 hrs | 245 /hr | \$73.50  |
| Collazo, Mike                   | 0.20 hrs | 200 /hr | \$40.00  |
| Haber, Wesley S.                | 3.00 hrs | 235 /hr | \$705.00 |

|            |            |
|------------|------------|
| TOTAL FEES | \$1,030.50 |
|------------|------------|

|                                      |                   |
|--------------------------------------|-------------------|
| <b>TOTAL CHARGES FOR THIS MATTER</b> | <b>\$1,030.50</b> |
|--------------------------------------|-------------------|

**BILLING SUMMARY**

|                                 |          |         |          |
|---------------------------------|----------|---------|----------|
| Papp, Annie M. - Paralegal      | 1.20 hrs | 120 /hr | \$144.00 |
| Walters, Jason M.               | 0.10 hrs | 200 /hr | \$20.00  |
| Jusevitch, Karen F. - Paralegal | 0.40 hrs | 120 /hr | \$48.00  |
| Eckert, Michael C.              | 0.30 hrs | 245 /hr | \$73.50  |
| Collazo, Mike                   | 0.20 hrs | 200 /hr | \$40.00  |
| Haber, Wesley S.                | 3.00 hrs | 235 /hr | \$705.00 |

|            |            |
|------------|------------|
| TOTAL FEES | \$1,030.50 |
|------------|------------|

|                                    |                   |
|------------------------------------|-------------------|
| <b>TOTAL CHARGES FOR THIS BILL</b> | <b>\$1,030.50</b> |
|------------------------------------|-------------------|

**Please include the bill number with your payment.**



**YELLOWSTONE**  
LANDSCAPE

## INVOICE

| INVOICE #  | INVOICE DATE |
|------------|--------------|
| JAX 100580 | 4/1/2020     |
| TERMS      | PO NUMBER    |
| Net 30     |              |

**Bill To:**

Celestina-Isles of Bartram CDD  
c/o GMS-NF, LLC  
475 West Town Pl, Suite 114  
Saint Augustine, FL 32092

**Property Name:** Celestina-Isles of Bartram CDD

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** May 1, 2020

**Invoice Amount:** \$2,669.56

| Description                              | Current Amount |
|--|----------------|
| Monthly Landscape Maintenance April 2020 | \$2,669.56     |

RECEIVED

APR 2 2020

1,320,570.402  
22 (A)

**Invoice Total** **\$2,669.56**

IN COMMERCIAL LANDSCAPING

**Should you have any questions or inquiries please call (386) 437-6211.**

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

Crystal Clean Pool Service Inc  
9020-1 Berry Ave  
Jacksonville, FL 32211 US  
+1 7168302520  
brett.c.vaughan@gmail.com

RECEIVED

APR 9 2020

## INVOICE

### BILL TO

Celestina Fountain  
4518 Racetrack Rd.  
St. Johns, FL 32259

INVOICE # M1396

DATE 04/09/2020

DUE DATE 05/09/2020

TERMS Net 30

| ACTIVITY        | DESCRIPTION           | QTY | RATE   | AMOUNT |
|-----------------|-----------------------|-----|--------|--------|
| Monthly Service | Monthly Pool Cleaning | 1   | 450.00 | 450.00 |

March

BALANCE DUE

**\$450.00**

(A) 21

1. 322.572.484

Apr



3543 State Road 419, Winter Springs, FL 32708  
PH: 800-666-5253

# INVOICE

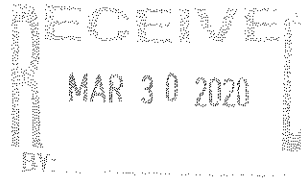
|              |           |
|--------------|-----------|
| Invoice #    | 492022    |
| Account #    | 723920    |
| Invoice Date | 3/23/2020 |
| Due Date     | 4/22/2020 |
| Rep          | MAS       |

|  |
|--|
| <b>Bill To</b>   |
| CELESTINA MASTER POA/FTNCLN<br>ISLES AT BARTRAM CDD<br>475 WEST TOWN PLACE<br>SUITE 114<br>ST AUGUSTINE, FLORIDA 32092 |

Invoice Questions:  
Lakes@lakedoctors.com  
Payment Questions:  
Payments@lakedoctors.com

|                         |             |
|-------------------------|-------------|
| Purchase Order Number   | Terms       |
| Amenity Center Fountain | NET 30 DAYS |

| Item                 | Description  | Amount             |
|----------------------|--|--------------------|
|                      | Fountain/Aeration System Parts (Per Service Order)<br>Fountain/Aeration-Service Call/Labor<br><br>A 50% deposit shall be due payable upon execution and the balance shall be payable upon completion. Thank you!<br><br>For Scheduling Questions- please contact our Jacksonville office at 904-262-5500.<br><br><i>20 @ 1,320.572,463</i> | 3,895.00<br>500.00 |
| <b>Total Invoice</b> |  | <b>\$4,395.00</b>  |



*50% \$2,197.50*

To ensure prompt and accurate processing of your payment, please include your remittance stub and/or your account number/invoice number on your check.

For scheduling, please contact your local office.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

|  |
|--|
| <b>Bill To</b>   |
| CELESTINA MASTER POA/FTNCLN<br>ISLES AT BARTRAM CDD<br>475 WEST TOWN PLACE<br>SUITE 114<br>ST AUGUSTINE, FLORIDA 32092 |

|                 |
|-----------------|
| Amount Enclosed |
|                 |

|           |           |
|-----------|-----------|
| Invoice # | 492022    |
| Account # | 723920    |
| Date      | 3/23/2020 |

Go Green! Contact us at Payments@lakedoctors.com to have your invoices emailed.

For address and contact updates, please email us at:  
Frontdesk@lakedoctors.com

The Lake Doctors, Inc.  
3543 State Road 419  
Winter Springs, FL 32708



IF PAYING BY CREDIT CARD, FILL OUT BELOW  
\_\_\_\_ Mastercard \_\_\_\_ Visa \_\_\_\_ American Express

Card # \_\_\_\_\_  
Card Verification # \_\_\_\_\_  
Exp. Date # \_\_\_\_\_  
Print Name \_\_\_\_\_  
Billing Address: \_\_\_\_\_ Check box if same as above  
\_\_\_\_\_  
Signature \_\_\_\_\_

# INVOICE



3543 State Road 419, Winter Springs, FL 32708  
PH: 800-666-5253

|              |          |
|--------------|----------|
| Invoice #    | 496853   |
| Account #    | 723920   |
| Invoice Date | 4/1/2020 |
| Due Date     | 5/1/2020 |
| Rep          | MAS      |

|  |
|--|
| Bill To  |
| CELESTINA MASTER POA/FTNCLN<br>ISLES AT BARTRAM CDD<br>475 WEST TOWN PLACE<br>SUITE 114<br>ST AUGUSTINE, FLORIDA 32092 |

Invoice Questions:  
Lakes@lakedoctors.com  
Payment Questions:  
Payments@lakedoctors.com

| Purchase Order Number   | Terms  | Invoice Date Reflects Month of Service Provided |
|---|--|---|
|   | NET 30 DAYS  |   |
| Item  | Description  | Amount  |
|   | Fountain Service-Quarterly (R)<br><i>(A) 1.320, 572.463</i><br><i>20</i> | 350.00  |
| Customer Total Balance \$4,745.00   |  |   |
| Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you! |  | Total Invoice \$350.00                          |

To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit [www.lakedoctors.com](http://www.lakedoctors.com) for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

|  |
|--|
| Bill To  |
| CELESTINA MASTER POA/FTNCLN<br>ISLES AT BARTRAM CDD<br>475 WEST TOWN PLACE<br>SUITE 114<br>ST AUGUSTINE, FLORIDA 32092 |

|                 |
|-----------------|
| Amount Enclosed |
|                 |

|           |          |
|-----------|----------|
| Invoice # | 496853   |
| Account # | 723920   |
| Date      | 4/1/2020 |

Go Green! Contact us at [Payments@lakedoctors.com](mailto:Payments@lakedoctors.com) to have your invoices emailed.

For address and contact updates, please email us at [Frontdesk@lakedoctors.com](mailto:Frontdesk@lakedoctors.com).

The Lake Doctors, Inc.  
3543 State Road 419  
Winter Springs, FL 32708



|  |                                 |
|--|---------------------------------|
| IF PAYING BY CREDIT CARD, FILL OUT BELOW |                                 |
| ____ Mastercard                          | ____ Visa                       |
| Card #                                   | ____ American Express           |
| Card Verification #                      | ____                            |
| Exp. Date #                              | ____                            |
| Print Name                               | ____                            |
| Billing Address:                         | ____ Check box if same as above |
| Signature                                | ____                            |

# INVOICE

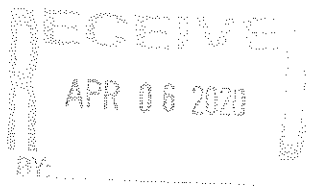


3543 State Road 419, Winter Springs, FL 32708  
PH: 800-666-5253

|              |           |
|--------------|-----------|
| Invoice #    | 496040    |
| Account #    | 721658    |
| Invoice Date | 4/1/2020  |
| Due Date     | 4/11/2020 |
| Rep          | MAS       |

|  |
|--|
| <b>Bill To</b>   |
| CELESTINA MASTER POA<br>ISLES AT BARTRAM CDD<br>475 WEST TOWN PLACE<br>SUITE 114<br>ST. AUGUSTINE, FLORIDA 32092 |

|  |
|--|
| Invoice Questions:<br><a href="mailto:Lakes@lakedoctors.com">Lakes@lakedoctors.com</a><br>Payment Questions:<br><a href="mailto:Payments@lakedoctors.com">Payments@lakedoctors.com</a> |
|--|

| Purchase Order Number   | Terms   | Invoice Date Reflects Month of Service Provided |                   |
|---|---|---|-------------------|
|   | NET 10 DAYS   |   |                   |
| Item  | Description   | Amount  |                   |
|   | Monthly Water Mgmt Serv-R-Non<br>Water Mgmt Serv - Additional Areas Added Effective 01/2020<br><br><i>20 (A) 1,320, 572, 461</i><br><br> | 1,170.00<br>500.00                              |                   |
| <b>Customer Total Balance</b>   |   | <b>\$1,670.00</b>                               |                   |
| Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you! |   | <b>Total Invoice</b>                            | <b>\$1,670.00</b> |

To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit [www.lakedoctors.com](http://www.lakedoctors.com) for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

|  |
|--|
| <b>Bill To</b>   |
| CELESTINA MASTER POA<br>ISLES AT BARTRAM CDD<br>475 WEST TOWN PLACE<br>SUITE 114<br>ST. AUGUSTINE, FLORIDA 32092 |

|                 |
|-----------------|
| Amount Enclosed |
|                 |

|           |          |
|-----------|----------|
| Invoice # | 496040   |
| Account # | 721658   |
| Date      | 4/1/2020 |

Go Green! Contact us at [Payments@lakedoctors.com](mailto:Payments@lakedoctors.com) to have your invoices emailed.

**For address and contact updates, please email us at [Frontdesk@lakedoctors.com](mailto:Frontdesk@lakedoctors.com).**

**The Lake Doctors, Inc.**  
3543 State Road 419  
Winter Springs, FL 32708



|  |                                 |                       |
|--|---------------------------------|-----------------------|
| IF PAYING BY CREDIT CARD, FILL OUT BELOW |                                 |                       |
| ____ Mastercard                          | ____ Visa                       | ____ American Express |
| Card #                                   | _____                           |                       |
| Card Verification #                      | _____                           |                       |
| Exp. Date #                              | _____                           |                       |
| Print Name                               | _____                           |                       |
| Billing Address:                         | ____ Check box if same as above |                       |
| Signature                                | _____                           |                       |



**YELLOWSTONE**  
LANDSCAPE

**INVOICE**

| INVOICE # | INVOICE DATE |
|-----------|--------------|
| JAX 72492 | 11/30/2019   |
| TERMS     | PO NUMBER    |
| Net 30    |              |

**Bill To:**

Celestina-Isles of Bartram CDD  
c/o GMS-NF, LLC  
475 West Town PI  
Suite 114  
Saint Augustine, FL 32092

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Celestina-Isles of Bartram CDD

**Invoice Due Date:** December 30, 2019

**Invoice Amount:** \$2,328.28

| Description                                 | Current Amount |
|---|----------------|
| Monthly Landscape Maintenance November 2019 | \$2,328.28     |

02 (A) 1,320,572.462

RECEIVED

APR 20 2020

**Invoice Total**

**\$2,328.28**

**Should you have any questions or inquiries please call (386) 437-6211.**



**YELLOWSTONE**  
LANDSCAPE

**INVOICE**

| INVOICE # | INVOICE DATE |
|-----------|--------------|
| JAX 76442 | 12/31/2019   |
| TERMS     | PO NUMBER    |
| Net 30    |              |

**Bill To:**

Celestina-Isles of Bartram CDD  
c/o GMS-NF, LLC  
475 West Town Pl, Suite 114  
Saint Augustine, FL 32092

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Celestina-Isles of Bartram CDD

**Invoice Due Date:** January 30, 2020

**Invoice Amount:** \$700.00

| Description                 | Current Amount |
|-----------------------------|----------------|
| CDD Pine Straw - Lake Banks |                |
| Plant Installation          | \$700.00       |

RECEIVED

APR 20 2020

22 (A) 1,322,572.462

**Invoice Total**

**\$700.00**

**Should you have any questions or inquiries please call (386) 437-6211.**

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286



**YELLOWSTONE**  
LANDSCAPE

**INVOICE**

| INVOICE # | INVOICE DATE |
|-----------|--------------|
| JAX 97178 | 3/13/2020    |
| TERMS     | PO NUMBER    |
| Net 30    |              |

**Bill To:**

Celestina-Isles of Bartram CDD  
c/o GMS-NF, LLC  
475 West Town Pl, Suite 114  
Saint Augustine, FL 32092

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Celestina-Isles of Bartram CDD

**Invoice Due Date:** April 12, 2020

**Invoice Amount:** \$2,669.56

| Description                              | Current Amount |
|--|----------------|
| Monthly Landscape Maintenance March 2020 | \$2,669.56     |

22   
1,322.572.462

**Invoice Total** **\$2,669.56**

**RECEIVED**

**APR 20 2020**

138 1/20/2020 138

**Should you have any questions or inquiries please call (386) 437-6211.**

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

*D.*

**REQUISITION NO. 2**  
**(2015 Acquisition and Construction Account)**

**ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**

**\$6,725,000**

**Special Assessment Bonds, Series 2015**

The undersigned, a Responsible Officer of Isles of Bartram Park Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of November 1, 2015 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 2
  
- (B) Name of Payee: Hopping Green & Sams, P.A.  
PO Box 6526  
Tallahassee, FL 32314
  
- (C) Amount Payable: Total: \$ 4,846.50
  
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):  
  

**Bill Nos: 89650, 88649, 88147, 87788, 87192, 86724, 86231, 85787,  
85318, 84820, 83807, 83347, 91165**
  
- (E) Fund or Account from which disbursement to be made: 2015  
Acquisition and Construction Account

The undersigned hereby certifies that:

1. This requisition is for Costs of the 2015 Project payable from the 2015 Acquisition and Construction Account that have not previously been paid; Or
2. Each disbursement set forth above is a proper charge against the 2015 Cost of Issuance Account

# Hopping Green & Sams

Attorneys and Counselors

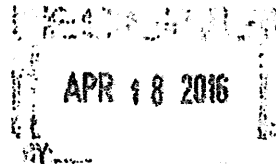
119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

===== STATEMENT =====

March 31, 2016

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

Bill Number 87192  
Billed through 02/29/2016



## Project Construction

IBPCDD 00103 WSH

## FOR PROFESSIONAL SERVICES RENDERED

02/02/16 WSH Review JEA conveyance documents for phase 2A; prepare indemnification agreement and correspondence to Sheppard and Rudolph regarding same. 0.70 hrs

02/01/16 WSH Confer with Oliver regarding status of conveyance of improvements. 0.20 hrs

Total fees for this matter \$211.50

## MATTER SUMMARY

Haber, Wesley S. 0.90 hrs 235 /hr \$211.50

TOTAL FEES \$211.50

TOTAL CHARGES FOR THIS MATTER \$211.50

## BILLING SUMMARY

Haber, Wesley S. 0.90 hrs 235 /hr \$211.50

TOTAL FEES \$211.50

TOTAL CHARGES FOR THIS BILL \$211.50

Please include the bill number on your check.

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7600

## STATEMENT

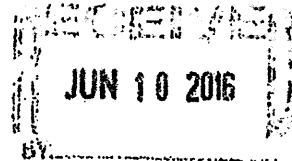
May 31, 2016

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

Bill Number 88147  
Billed through 04/30/2016

### Project Construction

IBPCDD 00103 WSH



### FOR PROFESSIONAL SERVICES RENDERED

|                            |     |   |          |
|----------------------------|-----|---|----------|
| 04/29/16                   | WSH | Review and revise conveyance documents; confer with Caldwell, Magglore and Oliver regarding same. | 0.80 hrs |
| 04/29/16                   | KFJ | Confer with Haber; research property for conveyance.  | 2.00 hrs |
| Total fees for this matter |     |   | \$428.00 |

### MATTER SUMMARY

|                                |          |         |          |
|--------------------------------|----------|---------|----------|
| Jusevitch, Karen F.- Paralegal | 2.00 hrs | 120 /hr | \$240.00 |
| Haber, Wesley S.               | 0.80 hrs | 235 /hr | \$188.00 |

TOTAL FEES \$428.00

TOTAL CHARGES FOR THIS MATTER \$428.00

### BILLING SUMMARY

|                                |          |         |          |
|--------------------------------|----------|---------|----------|
| Jusevitch, Karen F.- Paralegal | 2.00 hrs | 120 /hr | \$240.00 |
| Haber, Wesley S.               | 0.80 hrs | 235 /hr | \$188.00 |

TOTAL FEES \$428.00

TOTAL CHARGES FOR THIS BILL \$428.00

Please include the bill number on your check.

# Hopping Green & Sams

Attorneys and Counselors

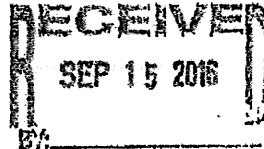
119 S. Monroe Street, Ste. 300  
P.O. Box 6626  
Tallahassee, FL 32314  
850.222.7500

===== STATEMENT =====

August 31, 2016

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

Bill Number 89650  
Billed through 07/31/2016



## Project Construction

IEPCDD 00103 WSH

## FOR PROFESSIONAL SERVICES RENDERED

|          |     |  |          |
|----------|-----|--|----------|
| 07/08/16 | WSH | Confer with developer's counsel and Magglore regarding Infrastructure conveyance; review documents regarding same. | 1.10 hrs |
|----------|-----|--|----------|

|                            |          |
|----------------------------|----------|
| Total fees for this matter | \$258.50 |
|----------------------------|----------|

## MATTER SUMMARY

|                  |          |         |          |
|------------------|----------|---------|----------|
| Haber, Wesley S. | 1.10 hrs | 235 /hr | \$258.50 |
|------------------|----------|---------|----------|

|            |          |
|------------|----------|
| TOTAL FEES | \$258.50 |
|------------|----------|

|                               |          |
|-------------------------------|----------|
| TOTAL CHARGES FOR THIS MATTER | \$258.50 |
|-------------------------------|----------|

## BILLING SUMMARY

|                  |          |         |          |
|------------------|----------|---------|----------|
| Haber, Wesley S. | 1.10 hrs | 235 /hr | \$258.50 |
|------------------|----------|---------|----------|

|            |          |
|------------|----------|
| TOTAL FEES | \$258.50 |
|------------|----------|

|                             |          |
|-----------------------------|----------|
| TOTAL CHARGES FOR THIS BILL | \$258.50 |
|-----------------------------|----------|

Please include the bill number on your check.