

ISLES OF BARTRAM PARK
Community Development District

November 16, 2022

AGENDA

Isles of Bartram Park

Community Development District

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

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

November 9, 2022

Board of Supervisors
Isles of Bartram Park Community Development District

Dear Board Members:

The Isles of Bartram Park Community Development District Board of Supervisors is scheduled for **Wednesday, November 16, 2022, at 10:00** a.m. at the Offices of GMS, 475 West Town Place, Suite 114, St. Augustine, FL 32092.

Following is the advance agenda for this meeting:

- I. Roll Call
- II. Audience Comment
- III. Approval of Minutes of the August 17, 2022, Meeting
- IV. Ratification of Agreement with First Choice Aquatics for Pond Maintenance Services
- V. Ratification of Agreement with First Choice Aquatics for Fountain Maintenance Services
- VI. Ratification of Engagement Letter for FY 22 Audit Services with Grau & Associates
- VII. Other Business
- VIII. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager
- IX. Supervisors' Requests
- X. Audience Comments

- XI. Financial Reports
 - A. Balance Sheet as of September 30, 2022, and Statement of Revenues & Expenditures
 - B. Assessment Receipt Schedule
 - C. Approval of Check Register
 - D. Consideration of Funding Request No. 38
- XII. Next Scheduled Meeting – February 15, 2022 @ 10:00 a.m. at The Offices of GMS, 475 West Town Place, Suite 114, St. Augustine, FL 32092.
- XIII. Adjournment

THIRD ORDER OF BUSINESS

**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 Wednesday, **August 17, 2022** at 10:00 a.m. at the Renaissance World Golf Village Hotel, St. Augustine, Florida.

Present and constituting a quorum were:

Zenzi Rogers	Chairperson
Chris Mayo	Vice Chairman
Joe Panchula	Supervisor
Michael Della Penta	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber <i>by phone</i>	District Counsel
Nancy Brown	Supervisor-elect
Joe Zemel	Supervisor-elect

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 10:00 a.m. Four Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Affidavit of Publication

Mr. Oliver stated the meeting was advertised in the St. Augustine Record on July 22nd and July 29th. He noted that mailed notices were sent to notify residents of the budget hearing today.

THIRD ORDER OF BUSINESS

Audience Comment

Mr. Oliver stated that this was the time for any audience members to comment on anything within the agenda and also for the budget hearing. Hearing none, the next item was followed.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the May 18, 2022 Meeting

Mr. Oliver presented the minutes of the May 18, 2022 meeting and there were no additions, corrections, or deletions.

On MOTION by Ms. Rogers seconded by Mr. Mayo, with all in favor, the Minutes of the May 18, 2022 Meeting, were approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-05, Amending the Location of Public Hearing to Adopt FY 2023 Budget

Mr. Oliver stated the resolution is for amending the budget hearing for a new location. He added it was moved to this meeting date and location for providing for a larger venue to accommodate a larger audience.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, Resolution 2022-05, Amending the Location of Public Hearing to Adopt the FY 2023 Budget, was approved.

SIXTH ORDER OF BUSINESS

Overview of Approved Fiscal Year 2023

Mr. Oliver presented an overview of the Fiscal Year 2023 budget. He noted it is not a significant budget change. He pointed out the capital reserve fund contribution is budgeted at \$50,000. Growing the capital fund will provide for the next Board to have funds available for repair and replacement of capital assets needed such as irrigation, pumps and fountains. He stated the assessment table reflects 635 units are all assessed the same. The gross annual assessment increase is \$84. He added if residents pay their tax bill by November 30th, there is a 4% discount.

SEVENTH ORDER OF BUSINESS

Public Hearing

A. Consideration of Resolution 2022-06, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2023

Mr. Oliver asked for a motion to open the public hearing.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, Opening the Public Hearing, was approved.

Mr. Oliver asked for questions from the public on the budget. One member of the audience asked about specifics of lake maintenance being covered in the budget increase. Mr. Oliver responded that yes and that two proposals fall within the budget and the other is almost twice the budget available.

Mr. Oliver asked for a motion to close the public hearing.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, Closing the Public Hearing, was approved.

Mr. Haber reviewed Resolution 2022-06 that formally adopts the budget. He noted the Board had previously adopted a resolution approving a proposed budget, St. Johns County reviewed the resolution, and notices were published in the paper on the hearing. He added the budget was provided to the Board for review. This will adopt the fiscal year 2022/2023 budget in final form. The 2022/2023 budget year is October 1, 2022 – September 30, 2023. He explained what is included in the budget and that amendments are included in the approval.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, Resolution 2022-06, Relating to Annual Appropriations and Adopting the Budget for the Fiscal Year 2023, was approved.

B. Consideration of Resolution 2022-07, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2023

Mr. Haber presented the next resolution. He noted the method of funding is the allocation of O&M assessments. He noted the adoption will levy the assessments and will certify assessment for collection. He added these will be forwarded to St. Johns County and the combined amount will be included on each homeowner's tax bill they will receive in November.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, Resolution 2022-07, Imposing Special Assessment and Certifying an Assessment Roll for Fiscal Year 2023, was approved.

EIGHTH ORDER OF BUSINESS**Consideration of Lake Maintenance Proposals**

Mr. Oliver stated the current provider is Lake Doctors with an annual cost of \$20,000/year that doesn't include contingencies. He added \$25,800 was budgeted for this cost. He reviewed the proposals noting they were from First Choice Aquatics for \$14,160/year, Solitude Lake Management for \$24,637/year, and Charles Aquatics for \$48,372/year. The proposals were reviewed by Scott Forshey-Friedman, and rankings were provided with a first choice of First Choice Aquatics, second choice for Solitude and third choice at Charles Aquatics. Mr. Oliver stated the Board could continue with Lake Doctors or select one of the vendor proposals. Ms. Rogers asked if Mr. Oliver had worked with First Choice. He responded he had not.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, the Proposal for First Choice Aquatics, was approved.

Mr. Oliver stated a motion was needed to terminate the agreement with Lake Doctors.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, to Terminate the Agreement with Lake Doctors, was approved.

NINTH ORDER OF BUSINESS**Other Business**

There being none, the next item followed.

TENTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Mr. Haber had nothing further to report.

B. Engineer – Presentation of Annual Engineers' Report

Mr. Oliver presented the Annual Engineer's Report that is required by state statutes. He noted the report stated the inspection was conducted and found them in good repair and working conditions and there was no recommendation for maintenance or repair. He added this will be filed with the State of Florida.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, the Engineer's Report, was approved.

C. Manager – Consideration of Proposed FY 23 Meeting Schedule

Mr. Oliver stated an annual meeting schedule is required each year for adoption. He suggested the current schedule which is the 3rd Wednesday at 10:00 on the following months: November 16th, February 15th, May 17th, and August 16th.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, the Proposal for the FY 23 Meeting Schedule, was approved.

ELEVENTH ORDER OF BUSINESS

Supervisors' Requests

The Board had no Supervisor requests.

TWELFTH ORDER OF BUSINESS

Audience Comments

There being no public present, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet as of July 31, 2022 and Statement of Revenues & Expenditures

Mr. Oliver stated that included in the agenda package is a copy of the financial reports through July 31, 2022. He noted the end of the fiscal year will end on September 30th and they will start the process of having the audit conducted which is required.

B. Assessment Receipt Schedule

Mr. Oliver noted that the assessment receipt schedule shows they are 100% collected.

C. Approval of Check Register

Mr. Oliver stated that included in the agenda package is a check register. The Board had no questions.

On MOTION by Ms. Rogers seconded by Mr. Mayo, with all in favor, the Check Register, was approved.

FOURTEENTH ORDER OF BUSINESS Next Scheduled Meeting – TBD

Mr. Oliver stated the next scheduled meeting will be November 16, 2022 at 10:00 a.m. at the offices of GMS.

FIFTEENTH ORDER OF BUSINESS Adjournment

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

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

FOURTH ORDER OF BUSINESS

**AGREEMENT BETWEEN THE ISLES OF BARTRAM PARK COMMUNITY
DEVELOPMENT DISTRICT AND FIRST CHOICE AQUATICS, INC. FOR POND
MAINTENANCE SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 20th day of September, 2022, 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

First Choice Aquatics, Inc., a Florida corporation, whose address is 11258 Emuness Road, Jacksonville, Florida 32218 (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 12 ponds within the boundaries of the District ("Facilities"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide pond maintenance services for the Facilities; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide pond maintenance 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 pond 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 POND MAINTENANCE SERVICES. The Contractor will provide pond maintenance services for the 12 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 One Hundred Eighteen Dollars (\$1,118.00) for the initial treatment, then One Thousand One Hundred Eighteen Dollars (\$1,118.00) per month. The term of this Agreement shall be from October 20, 2022 through October 19, 2023 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. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in

connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

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. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

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

B. If to the Contractor: First Choice Aquatics, Inc.
11258 Emuness Road

Jacksonville, Florida 32218

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*. Contractor acknowledges that the designated public records custodian for the District is **Jim Oliver** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the 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 the 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 the Contractor, the 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS 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 Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 27. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[CONTINUED ON FOLLOWING PAGE]

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

**ISLES OF BARTRAM PARK COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

Bunzi Rogers

835A71EC3371457

Chairperson, Board of Supervisors

FIRST CHOICE AQUATICS, INC.

DocuSigned by:

Daniel Thomas

8FE9972BECFE4E3

By: Daniel Thomas

Its: Owner

Exhibit A: Proposal

Exhibit A

FIRST CHOICE AQUATICS

11258 EMUNESS ROAD
JACKSONVILLE, FL. 32218

904-226-7031

www.firstchoiceaquaticsjax@gmail.com

08/02/2022

Proposal For Celestina POA

This agreement dated effective to start _____, 2022 is made between First Choice Aquatics, Inc. and

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Hereinafter called "Customer".

1. First Choice Aquatics agrees to provide aquatic services in accordance with the terms and conditions of this agreement and within all governmental regulations for a period of twelve (12) months from the commencement of this agreement at the following location(s):

12 PONDS LOCATED AT CELESTINA

2. The effective date of this agreement is the first day of the month in which aquatic management services are first provided.
3. Minimum of Twelve (12) inspections with treatment are required (approximately once every 30 days)
4. All Included: Trash and debris removal on scheduled visits and keeping the culvert systems free of obstruction.
5. The Customer agrees to pay First Choice Aquatics the following sum(s) for specified aquatic management services. The initial treatment will be a total of **\$ 1180.00.** Each monthly aquatic service will be a total of **\$1180.00.** The Grass Carp stocking charge is **\$10.00 per fish.** Detailed service reports will be given following each treatment, and permitting for grass carp/ fish barrier installation will be included. Additional treatments will be provided as necessary, free of charge. In addition, First Choice Aquatics will provide free call back service within 24 hours.
6. Payment schedule is as follows:
 - Payment for the initial month of aquatic management services is due upon the execution of this agreement.
 - Payment for the balance of the aquatic management services is payable in eleven (11) equal payments due the first day of each month.

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Terms and Conditions:

1. Aquatic Management services will commence within ten business days of the execution of this agreement.
2. 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, accidents, acts of God, governmental order and regulations, curtailment or failure to obtain enough material or other cause beyond its reasonable control in which it is unable to overcome. Should First choice aquatics be prohibited, restricted, or otherwise prevented from rendering specified services by any of the conditions, First Choice Aquatics shall notify the customer of said condition and of the excess direct costs arising therefrom.
3. Carp Containment Barriers: First Choice Aquatics is not responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from First Choice Aquatics installing Carp Containment Barriers on the structures.
4. Time-use restrictions – When federal and state regulations require water-time restrictions following the application of aquatic herbicides, First Choice Aquatics will notify the customer in writing of such restrictions at the time of treatment. It shall be the responsibility of the customer to comply with the restrictions throughout the required period of time-use restrictions. Customer understands and agrees that notwithstanding any other provisions of this agreement, First Choice Aquatics does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
5. Access – Customer agrees to provide adequate access of aquatic management equipment to waterways being treated. Aquatic access will be determined by First Choice Aquatics and the customer. Access routes must be a minimum of ten (10) feet in width, and ten (10) feet high; must provide a firm surface for the passage of boats, boat trailers, and towing vehicles; must have a grade no greater than forty-five (45) degrees; and not require crossing bulkheads surrounding waterways. In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this agreement may be terminated or renegotiated.
6. Automatic Extension – Upon the anniversary date, this agreement shall automatically be extended for successive twelve (12) month periods, unless notice of non-renewal has been received by First Choice Aquatics, in writing, at least thirty (30) days prior to the anniversary date. The anniversary date shall be the first day of the month in which services were first rendered under this agreement. Prices specified are firm throughout the original term of the contract; but thereafter, First Choice Aquatics may, within (30) days' pre-notification, change pricing effective upon the next anniversary date. If you do not agree with a proposed price change, you must notify us in writing within twenty-one (21) days after receipt of our price change notice. First Choice Aquatics shall then have the option of terminating this agreement without penalty to you.
7. Authorized Agent – Customer warrants that he/she is authorized to execute this aquatic management agreement on behalf of the riparian owner and to hold First Choice Aquatics harmless for consequences of such services not arising out of the sole negligence of First Choice Aquatics.
8. Monthly Payments – The monthly amount is firm for the entire term of the original agreement. The customer understands that the annual agreement payments will be distributed over a twelve (12) month period. The customer agrees to reimburse First Choice Aquatics for any bank charges resulting from a returned check for insufficient funds.
9. Payment of services are due within 15 days of invoice due date. Customer agrees to pay interest on all late payments. This interest amount is set at 18% APR or 1 ½ per month. Services will be restricted on any account sixty (60) days past due until payment is received in full.

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10. Non-Payment, Default – In the case of non-payment by the customer, First Choice Aquatics reserves the right following written notice to the customer to terminate this agreement, and reasonable attorneys' fee and costs of collection shall be paid by the customer, whether the suit is filed or not. In addition, interest at the rate of one and one half percent (1.5%) per month may be assessed for the period of delinquency.
11. Assignment of the agreement – This agreement is not assignable by the customer except upon written consent by First Choice Aquatics.
12. Termination of Contract: A 30-day written notice by either party is required to terminate this contract.

Control Methods – Aquatic management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following methods and techniques where applicable for the control of aquatic weeds:

-Chemical Control – Chemical control consists of periodic applications of aquatic herbicides and algaecides to control aquatic weeds and algae. When necessary and prior to treatment with aquatic herbicides and algaecides, oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival.

-Biological Control – Biological control consists of the stocking of weed eating fish. Customer acknowledges that prior to fish stocking, governmental permits may be required, and that there may be additional requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking and may be provided at no additional cost.

-Mechanical removal – Mechanical removal consists of the physical removal of aquatic weeds from waterways. The disposal site of the aquatic weeds will be determined by mutual agreement between First Choice Aquatics and the customer. Mechanical removal of aquatic weeds may be performed at an additional cost to the client. This service fee is not included in this agreement.

-Trash Removal – Trash Removal consists of the physical removal of trash floating within and from the areas immediately surrounding the customers waterway(s) and may be provided at no additional cost.

The terms and conditions in this entire agreement form an integral part of this agreement and the CLIENT hereby acknowledges that he has read, is familiar with, and will comply with the contents thereof.

First Choice Aquatics, Inc.

CLIENT

Signed: _____

Signed: _____

Daniel J. Thomas, President

Print Name: _____

FIFTH ORDER OF BUSINESS

**AGREEMENT BETWEEN THE ISLES OF BARTRAM PARK COMMUNITY
DEVELOPMENT DISTRICT AND FIRST CHOICE AQUATICS, INC. FOR FOUNTAIN
MAINTENANCE SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 27th day of October, 2022, 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

First Choice Aquatics, Inc., a Florida corporation, whose address is 14289 Denton Road, Jacksonville, Florida 32226 (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 four fountains within the boundaries of the District (“Facilities”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide fountain maintenance services for the Facilities; 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 four 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 Four Hundred Dollars (\$400.00) every four months, for a total of One Thousand Six Hundred Dollars (\$1,600.00) per year. The term of this Agreement shall be from November 1, 2022 through October 31, 2023 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. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in

connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

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. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

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

B. If to the Contractor: First Choice Aquatics, Inc.
14289 Denton Road

Jacksonville, Florida 32226

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*. Contractor acknowledges that the designated public records custodian for the District is **Jim Oliver** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the 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 the 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 the Contractor, the 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS 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 Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 27. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[CONTINUED ON FOLLOWING PAGE]

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

**ISLES OF BARTRAM PARK COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

FIRST CHOICE AQUATICS, INC.

By: _____
Its: _____

Exhibit A: Proposal

Exhibit A

QUARTERLY FLOATING FOUNTAIN MAINTENANCE AGREEMENT

This Agreement is prepared for Celestina

Property location: St Johns, FL

Maintenance beginning: _____

Fountain Maintenance:

- 1) Clean pump intake screen (keeps water flowing properly and prevents screen from clogging and or collapsing)
- 2) Scrape, clean, and check lights for blown bulbs (prevents overheating of lights)
- 3) Clean all surfaces of float (prevents deterioration of float)
- 4) Clean display head (prevents algae build up on nozzle head)
- 5) Clean display head jets (keeps display uniform)
- 6) Adjust mooring lines as required (prevents slack in lines causing tangling of lines in cable)
- 7) Adjust anchor points as required (insures fountain is always properly secured)
- 8) Test light circuits (insures all GFCI protection is properly functioning)
- 9) Test pump circuits (insures all components in pump motor circuit are properly functioning)
- 10) Reset timers as required (keeps fountain and lights on proper schedule)
- 11) Tightening all electrical connections in control panel (helps prevent electrical shorting and damage to controls and or fountains)
- 12) Take meg readings on pump motor and cable as needed (measures cable and motor winding resistance)

All the above procedures meet and, or exceed all fountain manufactures recommended maintenance programs insuring proper maintenance during manufacture warranty period.

FIRST CHOICE AQUATICS

14289 DENTON ROAD

JACKSONVILLE, FL. 32226

904-226-7031

www.firstchoiceaquaticsjax@gmail.com

10/19/2022

I do ___ I do not ___ pre-authorize First Choice Aquatics to replace or repair anything under \$100 during the maintenance visit. This includes but is not limited to Capacitors and Relays. (Pre-authorization will minimize down time of fountain in need of repair.)

I do ___ I do not ___ pre-authorize First Choice Aquatics to replace Halogen light bulbs during the maintenance visit. Each Halogen light bulb is \$30.-70. per bulb depending on Brand of Fountain/surface aerator. A proposal will be sent for repairing and/or replacing a LED light because the costs could range from \$100 to \$900 depending on Brand of Fountain/surface aerator.

Price for 4 Floating Fountains Maintenance at Celestina is as follows:

4 fountain(s) x \$100 per Unit = \$400.00 Quarterly

Total - \$400.00 Quarterly

Total - \$1,600.00 Annually

Termination - Termination of this Agreement may be made in writing at any time by First Choice Aquatics or by the CLIENT. The effective date of any termination will be the last day of the month during which written notice is received by First Choice Aquatics.

Your signature below gives permission for maintenance to begin. Please email or fax back to 904-807-9158.

_____	10/19/22	_____
Representative of First Choice Aquatics	Date	Customer Signature Date

SIXTH ORDER OF BUSINESS



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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

October 6, 2022

Board of Supervisors
Isles of Bartram Park Community Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092

We are pleased to confirm our understanding of the services we are to provide Isles of Bartram Park Community Development District, St. Johns County, Florida ("the District") for the fiscal year ended September 30, 2022. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Isles of Bartram Park Community Development District as of and for the fiscal year ended September 30, 2022. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2022 audit.

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

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

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

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

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

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

Examination Objective

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

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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

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

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

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

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

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

confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: GMS-NF LLC - 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FL 32092 - TELEPHONE: 904-940-5850

Our fee for these services will not exceed \$3,900 for the September 30, 2022 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

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

All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2022 must be provided to us no later than January 15, 2023, in order for us to complete the engagement by April 15, 2023.

Subject to timely receipt of the necessary information, we will submit a preliminary draft audit report by April 1, 2023 for the District's review, and a final draft audit report by April 15, 2023 for the District's review and approval.

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

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

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

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

We appreciate the opportunity to be of service to Isles of Bartram Park Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

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

By:  _____

Title: _____

Date: 10/12/2022 _____



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



Peer Review
Program

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

February 20, 2020

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

Dear Antonio Grau:

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

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

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

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

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

ELEVENTH ORDER OF BUSINESS

A.

*Isles of Bartram Park
Community Development District
Unaudited Financial Statements*

*as of
September 30, 2022*



Table of Contents

I.	<u>Financial Statements - Unaudited Financial Reporting</u>
II.	<u>Special Assessments Report</u>
III.	<u>Check Registers Summary -7/1/2022 -9/30/2022</u>

Isles of Bartram Park
Community Development District
Combined Balance Sheet
September 30, 2022

	General	Debt Service	Total Governmental Funds
<u>Assets:</u>			
Cash	\$91,796	---	\$91,796
Investments:			
Series 2015:			
Reserve	---	\$218,828	\$218,828
Interest	---	\$10	\$10
Revenue	---	\$289,405	\$289,405
Sinking Fund	---	\$114	\$114
Prepayment	---	\$6	\$6
General Redemption	---	\$1,286	\$1,286
Optional Redepmtion	---	\$7	\$7
Series 2017:			
Reserve	---	\$170,359	\$170,359
Interest	---	\$496	\$496
Revenue	---	\$232,659	\$232,659
Sinking	---	\$0	\$0
General Redemption	---	\$616	\$616
Optional Redepmtion	---	\$2	\$2
Prepayment	---	\$2,026	\$2,026
Due From Developer	\$900	---	\$900
Prepaid Expenses	\$9,693	---	\$9,693
Total Assets	\$102,389	\$915,814	\$1,018,203
<u>Liabilities:</u>			
Accounts Payable	\$3,873	---	\$3,873
Accrued Expenses	\$5,790	---	\$5,790
Total Liabilities	\$9,663	\$0	\$9,663
<u>Fund Balances:</u>			
Restricted for Debt Service	---	\$915,814	\$915,814
Nonspendable	\$9,693	---	\$9,693
Unassigned	\$83,033	---	\$83,033
Total Fund Balances	\$92,726	\$915,814	\$1,008,540
Total Liabilities & Fund Equity	\$102,389	\$915,814	\$1,018,203

Isles of Bartram Park
Community Development District
GENERAL FUND
Statement of Revenues & Expenditures
For the Period ending September 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	9/30/22	9/30/22	Variance
<u>REVENUES:</u>				
Assessment - Tax Roll	\$237,023	\$237,023	\$237,502	\$479
Developer Contribution	\$0	\$0	\$15,410	\$15,410
Total Revenues	\$237,023	\$237,023	\$252,912	\$15,889
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
Supervisors	\$4,000	\$4,000	\$3,600	\$400
FICA Expense	\$306	\$306	\$275	\$31
Engineering	\$6,000	\$6,000	\$4,784	\$1,216
Dissemination	\$7,000	\$7,000	\$7,000	\$0
Arbitrage	\$1,200	\$1,200	\$3,600	(\$2,400)
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Attorney Fees	\$10,000	\$10,000	\$4,454	\$5,546
Annual Audit	\$4,200	\$4,200	\$3,800	\$400
Trustee Fees	\$8,000	\$8,000	\$11,333	(\$3,333)
Management Fees	\$46,800	\$46,800	\$46,800	\$0
Information Technology	\$1,200	\$1,200	\$1,200	\$0
Website Maintenance	\$800	\$800	\$800	(\$0)
Telephone	\$150	\$150	\$23	\$127
Postage	\$300	\$300	\$661	(\$361)
Insurance	\$9,292	\$9,292	\$8,957	\$335
Printing and Binding	\$1,300	\$1,300	\$872	\$428
Legal Advertising	\$2,000	\$2,000	\$1,083	\$917
Other Current Charges	\$500	\$500	\$1,048	(\$548)
Office Supplies	\$200	\$200	\$25	\$175
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative	\$108,423	\$108,423	\$105,489	\$2,934
<u>FIELD:</u>				
Landscape Maintenance	\$57,800	\$57,800	\$53,116	\$4,684
Lake Maintenance	\$25,800	\$25,800	\$22,540	\$3,260
Waterfall/Entry Pond Maintenance	\$6,600	\$6,600	\$8,451	(\$1,851)
Lake Fountains Maintenance	\$11,400	\$11,400	\$6,818	\$4,582
Facility Management	\$6,000	\$6,000	\$6,000	\$0
Utilities	\$20,000	\$20,000	\$5,518	\$14,482
General Maintenance	\$1,000	\$1,000	\$2,050	(\$1,050)
Total Field	\$128,600	\$128,600	\$104,492	\$24,108
Total Expenditures	\$237,023	\$237,023	\$209,981	\$27,042
Excess Revenues (Expenditures)	\$0		\$42,931	
FUND BALANCE - Beginning	\$0		\$49,795	
FUND BALANCE - Ending	\$0		\$92,726	

Isles of Bartram Park
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2022

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Total
<u>Revenues:</u>													
Assessment - Tax Roll	\$7,092	\$37,007	\$45,974	\$139,358	\$2,822	\$1,225	\$2,344	\$0	\$1,679	\$0	\$0	\$0	\$237,502
Developer Contribution	\$0	\$0	\$0	\$0	\$14,510	\$0	\$0	\$0	\$0	\$0	\$0	\$900	\$15,410
Total Revenues	\$7,092	\$37,007	\$45,974	\$139,358	\$17,332	\$1,225	\$2,344	\$0	\$1,679	\$0	\$0	\$900	\$252,912
<u>Expenditures:</u>													
<u>Administrative</u>													
Supervisors	\$0	\$800	\$0	\$0	\$1,000	\$0	\$0	\$1,000	\$0	\$0	\$800	\$0	\$3,600
FICA Expense	\$0	\$61	\$0	\$0	\$77	\$0	\$0	\$77	\$0	\$0	\$61	\$0	\$275
Engineering	\$0	\$0	\$0	\$731	\$113	\$0	\$1,519	\$1,409	\$0	\$506	\$0	\$506	\$4,784
Dissemination	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$7,000
Arbitrage	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$0	\$3,600
Assessment Roll	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Attorney Fees	\$0	\$376	\$0	\$1,360	\$673	\$473	\$0	\$911	\$130	\$0	\$461	\$71	\$4,454
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$3,800	\$0	\$0	\$0	\$0	\$0	\$0	\$3,800
Trustee Fees	\$3,333	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000	\$0	\$11,333
Management Fees	\$3,900	\$3,900	\$3,900	\$3,900	\$3,900	\$3,900	\$3,900	\$3,900	\$3,900	\$3,900	\$3,900	\$3,900	\$46,800
Information Technology	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200
Website Maintenance	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$800
Telephone	\$2	\$6	\$0	\$0	\$0	\$0	\$8	\$0	\$0	\$7	\$0	\$0	\$23
Postage	\$2	\$9	\$105	\$18	\$19	\$18	\$25	\$49	\$29	\$376	\$3	\$7	\$661
Insurance	\$8,957	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,957
Printing and Binding	\$21	\$0	\$122	\$0	\$8	\$136	\$5	\$5	\$9	\$486	\$2	\$77	\$872
Legal Advertising	\$0	\$61	\$0	\$0	\$73	\$0	\$0	\$159	\$0	\$791	\$0	\$0	\$1,083
Other Current Charges	\$100	\$0	\$0	\$0	\$0	\$0	\$350	\$0	\$35	\$0	\$563	\$0	\$1,048
Office Supplies	\$0	\$0	\$21	\$0	\$1	\$0	\$0	\$0	\$0	\$1	\$0	\$0	\$25
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$22,841	\$9,964	\$4,898	\$6,759	\$6,612	\$9,077	\$6,557	\$8,260	\$4,854	\$6,817	\$13,539	\$5,312	\$105,489
<u>Field</u>													
Landscape Maintenance	\$4,709	\$2,670	\$5,111	\$2,750	\$2,750	\$5,074	\$10,608	\$6,124	\$2,750	\$2,750	\$3,036	\$4,785	\$53,116
Lake Maintenance	\$1,670	\$1,670	\$1,670	\$3,270	\$1,670	\$1,670	\$1,670	\$1,670	\$1,670	\$1,670	\$1,670	\$2,570	\$22,540
Waterfall/Entry Pond Maintenance	\$1,129	\$680	\$217	\$1,132	\$224	\$701	\$702	\$712	\$722	\$450	\$662	\$1,120	\$8,451
Lake Fountains Maintenance	\$350	\$415	\$5,023	\$350	\$0	\$0	\$0	\$0	\$330	\$350	\$0	\$0	\$6,818.00
Management	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000
Utilities	\$1,252	\$1,246	\$987	\$276	\$650	\$668	\$439	\$0	\$0	\$0	\$0	\$0	\$5,518.27
General Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$2,050	\$0	\$0	\$0	\$0	\$0	\$2,050
Total Field	\$9,609	\$7,180	\$13,508	\$8,278	\$5,793	\$8,614	\$15,969	\$9,006	\$5,972	\$5,720	\$5,868	\$8,976	\$104,492
Total Expenses	\$32,450	\$17,144	\$18,406	\$15,037	\$12,406	\$17,690	\$22,526	\$17,266	\$10,826	\$12,536	\$19,406	\$14,287	\$209,981
Excess Revenues (Expenditures)	(\$25,358)	\$19,863	\$27,569	\$124,321	\$4,927	(\$16,466)	(\$20,182)	(\$17,266)	(\$9,147)	(\$12,536)	(\$19,406)	(\$13,387)	\$42,931

Isles of Bartram Park
Community Development District
Debt Service Fund Series 2015
Statement of Revenues & Expenditures
For the Period ending September 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	9/30/22	9/30/22	Variance
<u>REVENUES:</u>				
Assessment - Tax Roll	\$432,170	\$432,170	\$430,638	(\$1,532)
Interest Income	\$50	\$50	\$2,301	\$2,251
<u>Total Revenues</u>	\$432,220	\$432,220	\$432,940	\$720
<u>EXPENDITURES:</u>				
<u>Series 2015</u>				
Interest Expense - 11/01	\$150,841	\$150,841	\$150,841	\$0
Principal Expense - 11/01	\$115,000	\$115,000	\$115,000	\$0
Principal Expense - 11/01 Prepayment	\$32,000	\$32,000	\$20,000	\$12,000
Interest Expense - 05/01	\$148,325	\$148,325	\$147,819	\$506
Principal Expense - 05/01 Prepayment	\$0	\$0	\$85,000	(\$85,000)
<u>Total Expenditures</u>	\$446,166	\$446,166	\$518,659	(\$72,494)
<u>OTHER SOURCES/(USES)</u>				
Transfer In and (Out)	\$0	\$0	\$0	\$0
<u>Total Other Sources and Uses</u>	\$0	\$0	\$0	\$0
<u>Excess Revenues (Expenditures)</u>	(\$13,946)		(\$85,720)	
<u>FUND BALANCE - Beginning</u>	\$371,502		\$595,374	
<u>FUND BALANCE - Ending</u>	\$357,556		\$509,655	

Isles of Bartram Park
Community Development District
Debt Service Fund Series 2017
Statement of Revenues & Expenditures
For the Period ending September 30, 2022

	Adopted	Prorated	Actual	
	Budget	9/30/22	9/30/22	Variance
<u>REVENUES:</u>				
Assessment - Tax Roll	\$341,479	\$341,479	\$342,199	\$720
Interest Income	\$35	\$35	\$1,819	\$1,784
<u>Total Revenues</u>	\$341,514	\$341,514	\$344,018	\$2,504
<u>EXPENDITURES:</u>				
<u>Series 2015</u>				
Interest Expense - 11/01	\$118,813	\$118,813	\$118,813	\$0
Principal Expense - 11/01	\$100,000	\$100,000	\$100,000	\$0
Interest Expense - 05/01	\$117,063	\$117,063	\$117,063	\$0
Principal Expense - 5/01 Prepayment	\$0	\$0	\$15,000	(\$15,000)
<u>Total Expenditures</u>	\$335,875	\$335,875	\$350,875	(\$15,000)
<u>OTHER SOURCES/(USES)</u>				
Transfer In/(Out)	\$0	\$0	\$0	\$0
<u>Total Other Sources and Uses</u>	\$0	\$0	\$0	\$0
<u>Excess Revenues (Expenditures)</u>	\$5,639		(\$6,857)	
<u>FUND BALANCE - Beginning</u>	\$238,817		\$413,016	
<u>FUND BALANCE - Ending</u>	\$244,456		\$406,159	

Isles of Bartram Park
Community Development District
Long Term Debt Report

Series 2015 Special Assessment Bonds	
Interest Rate:	4.375%-5.125%
Maturity Date:	11/1/45
Reserve Fund Definition:	50% of Max Annual Debt Service
Reserve Fund Requirement:	\$218,893.13
Reserve Balance:	\$218,827.68
 Bonds outstanding - 11/30/2015	 \$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	(\$105,000)
Less: November 1, 2019 (Prepayment)	(\$5,000)
Less: November 1, 2020	(\$110,000)
Less: May 1, 2021 (Prepayment)	(\$15,000)
Less: November 1, 2021	(\$115,000)
Less: November 1, 2021 (Prepayment)	(\$20,000)
Less: May 1, 2022 (Prepayment)	(\$85,000)
 Current Bonds Outstanding	 \$5,810,000

Series 2017 Special Assessment Bonds	
Interest Rate:	3.50%-5.00%
Maturity Date:	11/1/47
Reserve Fund Definition:	50% of Max Annual Debt Service
Reserve Fund Requirement:	\$170,922.80
Reserve Balance:	\$170,359.37
 Bonds outstanding - 11/30/2017	 \$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)
Less: November 1, 2020	(\$100,000)
Less: November 1, 2021	(\$100,000)
Less: May 1, 2022 (Prepayment)	(\$15,000)
 Current Bonds Outstanding	 \$4,940,000

B.

*Isles of Bartram Park Community Development District
Fiscal Year 2022 Assessment Receipts*

ASSESSED TO	# LOTS	SERIES 2015 DEBT SERVICE ASMT	SERIES 2017 DEBT SERVICE ASMT	FY 22 O&M ASMT	TOTAL ASMTS
STANDARD PACIFIC OF FLORIDA	19	-	-	7,091.94	7,091.94
TOTAL DIRECT INVOICES NET	19	-	-	7,091.94	7,091.94
TAX ROLL NET	616	429,732.19	341,479.08	229,925.20	1,001,136.47
TOTAL DISTRICT NET	616	429,732.19	341,479.08	237,017.14	1,001,136.47

RECEIVE FROM	BALANCE DUE	SERIES 2015 DEBT SERVICE RECEIVED	SERIES 2017 DEBT SERVICE RECEIVED	O&M RECEIVED	TOTAL RECEIVED
STANDARD PACIFIC OF FLORIDA	-	-	-	7,091.94	7,091.94
TOTAL DIRECT INVOICES	-	-	-	7,091.94	7,091.94
TAX ROLL RECEIVED / DUE	(2,110.89)	430,638.28	342,199.09	230,410.00	1,003,247.36
TOTAL RECEIPTS / DUE	(2,110.89)	430,638.28	342,199.09	237,501.94	1,010,339.30

TAX ROLL RECEIPTS

ST JOHNS COUNTY DISTRIBUTION	DATE	SERIES 2015 DEBT SERVICE ASMT	SERIES 2017 DEBT SERVICE ASMT	FY20 O&M ASMT	TOTAL RECEIVED
1	11/4/2021	-	-	-	-
2	11/17/2021	13,059.33	10,377.36	6,987.30	30,423.99
3	11/22/2021	56,106.63	44,584.14	30,019.46	130,710.24
4	12/9/2021	37,940.43	30,148.69	20,299.76	88,388.88
5	12/20/2022	47,986.09	38,131.29	25,674.62	111,792.00
6	1/14/2022	260,456.43	206,967.09	139,355.39	606,778.91
INTEREST	1/21/2022	5.45	4.33	2.92	12.70
7	2/16/2022	5,275.13	4,191.79	2,822.42	12,289.34
8	3/7/2022	2,288.89	1,818.83	1,224.66	5,332.38
9	4/7/2022	4,381.51	3,481.69	2,344.30	10,207.50
10	6/21/2022	1,560.79	1,240.26	835.09	3,636.14
TAX CERTS	6/16/2022	1,577.59	1,253.61	844.08	3,675.28
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
TOTAL TAX ROLL RECEIPTS		430,638.28	342,199.09	230,410.00	1,003,247.36

PERCENT COLLECTED DIRECT	100%	100%	100%	100%
PERCENT COLLECTED TAX ROLL	100%	100%	100%	100%
PERCENT COLLECTED TOTAL	0%	0%	0%	0%

C.

Isles of Bartram Park

Community Development District

Check Run Summary

7/01/22 - 9/30/22

Fund	Date	Check No.	Amount
<i>Payroll</i>	8/18/22	50060-50063	\$738.80
			<u><i>Sub-Total</i></u> <u>\$738.80</u>
<i>General Fund</i>			
<i>Accounts Payable</i>	7/1/22-7/31/22	853-859	\$9,671.40
	8/1/22- 8/31/22	860-872	\$24,138.91
	9/1/22-9/30/22	873-877	\$18,527.46
			<u><i>Sub-Total</i></u> <u>\$52,337.77</u>
<i>Total</i>			\$ 53,076.57

** Fedex Invoices available upon request*

CHECK#	TYPE	SYSTEM	CHECK DATE	CHECK AMT	EMP/CUS/VEN#	DESCRIPTION
050060	R	PR	08/18/2022	184.70	3	CHRIS MAYO
050061	R	PR	08/18/2022	184.70	2	JOSEPH PANCHULA
050062	R	PR	08/18/2022	184.70	5	MICHAEL DELLA PENTA
050063	R	PR	08/18/2022	184.70	1	ZENZI M ROGERS
BANK TOTAL				738.80		
COMPANY TOTAL				738.80		

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN 11/07/22		PAGE 2	
*** CHECK DATES 07/01/2022 - 09/30/2022 ***														
ISLES OF BARTRAM - GENERAL														
BANK A ISLES OF BARTRAM														
CHECK DATE	VEND#	.....INVOICE.....		...EXPENSED TO...			VENDOR NAME			STATUS	AMOUNT	....CHECK.....	
		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS				AMOUNT	#	
8/12/22	00011	7/12/22	203806	202207	310	51300	31100			*	506.25			
JUL PROFESSIONAL SERVICES														
ENGLAND THIMS & MILLER INC												506.25	000861	

8/12/22	00001	8/01/22	102	202208	310	51300	34000			*	3,900.00			
AUG MANAGEMENT FEES														
		8/01/22	102	202208	310	51300	52000			*	66.67			
AUG WEBSITE ADMIN														
		8/01/22	102	202208	310	51300	35100			*	100.00			
AUG INFORMATION TECH														
		8/01/22	102	202208	310	51300	31200			*	583.33			
AUG DISSEM AGENT SERVICES														
		8/01/22	102	202208	310	51300	51000			*	.15			
OFFICE SUPPLIES														
		8/01/22	102	202208	310	51300	42000			*	2.85			
POSTAGE														
		8/01/22	102	202208	310	51300	42500			*	1.50			
COPIES														
GOVERNMENTAL MANAGEMENT SERVICES												4,654.50	000862	

8/12/22	00029	8/10/22	08102022	202208	300	20700	10200			*	1,577.59			
6/16/22 TAX CERTS														
		8/10/22	08102022	202208	300	20700	10200			*	1,560.79			
6/21/22 TAX CERTS														
ISLES OF BARTRAM PARK CDD-DS 2015												3,138.38	000863	

8/12/22	00030	8/10/22	08102022	202208	300	20700	10300			*	1,253.61			
6/16/22 TAX CERTS														
		8/10/22	08102022	202208	300	20700	10300			*	1,240.26			
6/21/22 TAX CERTS														
ISLES OF BARTRAM PARK CDD-DS 2017												2,493.87	000864	

8/12/22	00020	7/01/22	670970	202207	320	57200	46100			*	1,670.00			
JUL LAKE MANAGEMENT														
LAKE DOCTORS, INC.												1,670.00	000865	

8/12/22	00022	8/01/22	JAX41192	202208	320	57200	46200			*	2,749.65			
AUG LANDSCAPE MAINTENANCE														
YELLOWSTONE LANDSCAPE												2,749.65	000866	

8/18/22	00031	6/16/22	10002	202208	310	51300	49000			*	187.50			
AUG MTG RM-SPKR PHNE CHR														
RENAISSANCE RESORT AT THE WORLD												187.50	000867	

8/22/22	00016	8/01/22	252-2488	202208	310	51300	33000			*	4,000.00			
SE2017 ADMIN FEE FY23														
THE BANK OF NEW YORK MELLON												4,000.00	000868	

IBTR ISLES OF BRTRM BPEREGRINO														

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	#
8/22/22	00035	7/31/22 4771596	202207 310-51300-48000	NTC OF MTG&PUB HRG7/22&29	CA FLORIDA HOLDINGS,LLC	*	790.68	790.68	000869
8/29/22	00013	8/23/22 23066	202208 310-51300-35300	ARB SE2017 FYE 7/31/18-22	GRAU AND ASSOCIATES	*	3,000.00	3,000.00	000870
8/29/22	00023	8/23/22 2023238	202208 320-57200-46400	AUG WATERFALL FTN MAINT	INNOVATIVE FOUNTAIN SERVICES, INC	*	212.08	212.08	000871
8/29/22	00022	8/22/22 JAX41679	202208 320-57200-46200	JUL IRRIG RPRS	YELLOWSTONE LANDSCAPE	*	286.00	286.00	000872
9/13/22	00006	9/02/22 16622	202209 300-15500-10000	FY23 POLICY RENEWAL	EGIS INSURANCE ADVISORS LLC	*	9,693.00	9,693.00	000873
9/13/22	00001	9/01/22 103	202209 310-51300-34000	SEP MANAGEMENT FEES		*	3,900.00		
		9/01/22 103	202209 310-51300-52000	SEP WEBSITE ADMIN		*	66.67		
		9/01/22 103	202209 310-51300-35100	SEP INFORMATION TECH		*	100.00		
		9/01/22 103	202209 310-51300-31200	SEP DISSEM AGENT SERVICES		*	583.33		
		9/01/22 103	202209 310-51300-42000	POSTAGE		*	7.41		
		9/01/22 103	202209 310-51300-42500	COPIES		*	77.40		
					GOVERNMENTAL MANAGEMENT SERVICES			4,734.81	000874
9/13/22	00022	9/01/22 JAX42546	202209 320-57200-46200	SEP LANDSCAPE MAINTENANCE	YELLOWSTONE LANDSCAPE	*	2,749.65	2,749.65	000875
9/23/22	00021	9/01/22 M6775	202209 320-57200-46400	SEP POOL CLEANING	CRYSTAL CLEAN POOL SERVICE, INC	*	450.00	450.00	000876
9/23/22	00020	9/02/22 1702697	202209 320-57200-46100	TRASH RMVL COMPLETED	LAKE DOCTORS, INC.	*	900.00	900.00	000877
TOTAL FOR BANK A							52,337.77		
IBTR ISLES OF BTRM BPEREGRINO									

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
TOTAL FOR REGISTER						52,337.77	

IBTR ISLES OF BRTRM BPEREGRINO

Crystal Clean Pool Service Inc
9020-1 Berry Ave
Jacksonville, FL 32211 US
+1 9048558884
Admin@crystalcleanpools.net

INVOICE

BILL TO

Celestina Fountain
4518 Racetrack Rd.
St. Johns, FL 32259

Isles of Bartram Park CDD

INVOICE # M6294

DATE 06/01/2022

DUE DATE 07/01/2022

TERMS Net 30

21A
1.320.572.464

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Monthly Service	Monthly Pool Cleaning	1	450.00	450.00
May				SUBTOTAL 450.00
				TAX 0.00
				TOTAL 450.00
				BALANCE DUE \$450.00

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Invoice #:** 101**Invoice Date:** 7/1/22**Due Date:** 7/1/22**Case:****P.O. Number:****Bill To:**

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

1A

Description	Hours/Qty	Rate	Amount
Management Fees - July 2022	1.310	3,900.00	3,900.00
Website Administration - July 2022	520	66.67	66.67
Information Technology - July 2022	357	100.00	100.00
Dissemination Agent Services - July 2022	312	583.33	583.33
Office Supplies	510	0.51	0.51
Postage	420	7.95	7.95
Copies	425	19.05	19.05
Telephone	1.310	6.52	6.52

Total \$4,684.03**Payments/Credits** \$0.00**Balance Due** \$4,684.03



INVOICE

4651 Salisbury Rd., Suite 155, Jacksonville, FL 32256
PH: (904) 431-3914

Invoice #	671640
Account #	723920
Invoice Date	7/1/2022
Due Date	7/31/2022
Rep	MAS

Bill To
CELESTINA MASTER POA/FTNCLN ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FLORIDA 32092

Invoice Questions:
AR@LakeDoctors.com

Purchase Order Number	Terms	Invoice Date Reflects Month of Service Provided
	NET 30 DAYS	

Item	Description	Amount
	Fountain Service-Quarterly (R)	350.00
	Qtrly Fountain Srv Bill 1.320.57200.46300 20A	
OUTSTANDING BALANCE	\$4,534.09	
Thank you! For your business!		Total Invoice \$350.00

Please include your account number and invoice number on your check with your remittance stub.
Please remit payments to: The Lake Doctors, Inc.
LOCKBOX
PO Box 20122
Tampa, FL 33622-0122

Remittance Stub

Amount Enclosed

Invoice #	671640
Account #	723920
Date	7/1/2022

Bill To
CELESTINA MASTER POA/FTNCLN ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FLORIDA 32092

For address and contact updates, please email us at
customerservice@lakedoctors.com.

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	_____



INNOVATIVE FOUNTAIN SERVICES
450-106 SR 13 N #217
SAINT JOHNS, FL 32259

(904) 551-1017

Customerservice@innovativefountainservices.com

Invoice

Date	Invoice #
6/30/2022	2023038

Terms
Net 30

Bill To
Celestina Master 200 Business Park Circle suite 101 St. Augustine, FL 32095
Isles of Bartram Park CDD

Description	Qty	Amount
Monthly Stationary Maintenance Waterfall Fountain- June		192.50
Chemicals Added		79.61
23A 1.320.572.464		

Balance Due

\$272.11



4651 Salisbury Rd., Suite 155
Jacksonville, FL 32256
Phone (904) 431-3914

Bill To
CELESTINA MASTER POA/FTNCLN ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FLORIDA 32092

6. _____

Invoice

Invoice #	667196
Account #	723920
Date	6/21/2022
Rep	MAS

<p>Invoice Questions: AR@LakeDoctors.com or Update your account information at Customerservice@lake doctors.com</p>

Purchase Order Number	Terms
	NET 30 DAYS

Description	Amount
Fountain/Aeration System Parts (06/20/2022)	105.00
Fountain/Aeration-Service Call/Labor	225.00
For Scheduling Questions- please contact our Jacksonville office at 904-262-5500	
20A 1-320-572-463	

Thank you for your business!	Subtotal \$330.00
<p>Please include your account number and invoice number on your check. Remit payment to:</p> <p>The Lake Doctors, Inc. LOCKBOX PO BOX 20122 Tampa, FL 33622-0122</p>	Sales Tax (6.5%) \$0.00
	Total \$330.00
	Payments/Credits \$0.00
	Balance Due \$330.00

**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 391328	7/1/2022
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: July 31, 2022

Invoice Amount: \$2,749.65

Description	Current Amount
Monthly Landscape Maintenance July 2022	\$2,749.65

22A
1.320.572.462

Invoice Total

\$2,749.65

Excellence

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

Advanced Direct Marketing Services

3733 Adirolf Rd.

Jacksonville, FL 32207-4719

(V) 904.396.3028 (F) 396.6328

E-mail

jim@adm-service.com

Invoice

DATE	INVOICE #
------	-----------

7/25/2022

144298

BILL TO

Isles of Bartram Park CDD

475 West Town Place

Suite 114

St Augustine, FL 32092

P.O. NO.	TERMS	PROJECT
	With Order	

SERVICE DESCRIPTION	QTY	RATE	AMOUNT
Isles of Bartram Park CDD			
Load, read, convert files; CASS Certify addresses to enable automation based postage rates; Create automation based sack/tray tags & postal documents; format for laser imaging	635	0.11811	75.00
Form layout and preparation for merge imaging	1	37.50	37.50
Laser one sheet front & back	635	0.215	136.53
Fold customer materials	635	0.04288	27.23
Customer single color #10 window envelopes	635	0.20586	130.72
Insert one piece into #10 envelope, seal, prep & deliver to BMEU JAX	635	0.095	60.33
Postage	635	0.58	368.30
Subtotal			\$835.61
Sales Tax (7.5%)			\$0.00
Total			\$835.61

Crystal Clean Pool Service Inc
9020-1 Berry Ave
Jacksonville, FL 32211 US
+1 9048558884
Admin@crystalcleanpools.net

INVOICE

BILL TO

Isles of Bartram Park CCD
4518 Racetrack Rd.
St. Johns, FL 32259

INVOICE # M6634
DATE 08/01/2022
DUE DATE 08/31/2022
TERMS Net 30

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Monthly Service	Monthly Pool Cleaning	1	450.00	450.00
July				
SUBTOTAL				450.00
TAX				0.00
TOTAL				450.00
BALANCE DUE				\$450.00

1.320.572.464

21A



VISION • EXPERIENCE • RESULTS

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

July 12, 2022
Project No: 13125.03000
Invoice No: 0203806

Project 13125.03000 Isles of Bartram CDD

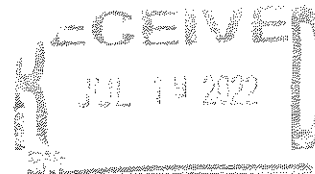
Professional Services rendered through July 2, 2022

Professional Personnel

	Hours	Rate	Amount
Principal - Vice President	2.25	225.00	506.25
Totals	2.25		506.25
Total Labor			506.25

Invoice Total this Period **\$506.25**

1.310.513.311
11A



England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-646-9485
CA-60002584 LC-0000016



Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Invoice #:** 102**Invoice Date:** 8/1/22**Due Date:** 8/1/22**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 - August 2022	1.315	3,900.00	3,900.00
Website Administration - August 2022	520	66.67	66.67
Information Technology - August 2022	357	100.00	100.00
Dissemination Agent Services - August 2022	312	583.33	583.33
Office Supplies	510	0.15	0.15
Postage	420	2.85	2.85
Copies	425	1.50	1.50
Total			\$4,654.50
Payments/Credits			\$0.00
Balance Due			\$4,654.50

**Isles of Bartram Park
COMMUNITY DEVELOPMENT DISTRICT**

General Fund

Check Request

Date	Amount	Authorized By
August 10, 2022	\$3,138.38	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:

\$ 1,577.59 6/16/22 TAX CERTS
\$ 1,560.79 6/21/22 TAX DIST 10
\$ 3,138.38
(Attach supporting documentation for request.)

**Isles of Bartram Park
COMMUNITY DEVELOPMENT DISTRICT**

General Fund

Check Request

Date	Amount	Authorized By
August 10, 2022	\$2,493.87	Bernadette Peregrino

Payable to:

Isles of Bartram Park #30 ^A -2017
--

Date Check Needed:

Budget Category:

ASAP	001.300.20700.10300
------	---------------------

Intended Use of Funds Requested:

\$ 1,253.61 6/16/22 TAX CERTS
\$ 1,240.26 6/21/22 TAX DIST 10
<u>\$ 2,493.87</u>
(Attach supporting documentation for request.)

*Isles of Bartram Park Community Development District
Fiscal Year 2022 Assessment Receipts*

ASSESSED TO	# LOTS	SERIES 2015 DEBT SERVICE ASMT	SERIES 2017 DEBT SERVICE ASMT	FY 22 O&M ASMT	TOTAL ASMTS
STANDARD PACIFIC OF FLORIDA	19	-	-	7,091.94	7,091.94
TOTAL DIRECT INVOICES NET	19	-	-	7,091.94	7,091.94
TAX ROLL NET	616	429,732.19	341,479.08	229,925.20	1,001,136.47
TOTAL DISTRICT NET	616	429,732.19	341,479.08	237,017.14	1,001,136.47

RECEIVE FROM	BALANCE DUE	SERIES 2015 DEBT SERVICE RECEIVED	SERIES 2017 DEBT SERVICE RECEIVED	O&M RECEIVED	TOTAL RECEIVED
STANDARD PACIFIC OF FLORIDA	-	-	-	7,091.94	7,091.94
TOTAL DIRECT INVOICES	-	-	-	7,091.94	7,091.94
TAX ROLL RECEIVED / DUE	(2,110.89)	430,638.28	342,199.09	230,410.00	1,003,247.36
TOTAL RECEIPTS / DUE	(2,110.89)	430,638.28	342,199.09	237,501.94	1,010,339.30

TAX ROLL RECEIPTS

ST JOHNS COUNTY DISTRIBUTION	DATE	SERIES 2015 DEBT SERVICE ASMT	SERIES 2017 DEBT SERVICE ASMT	FY20 O&M ASMT	TOTAL RECEIVED
1	11/4/2021	-	-	-	-
2	11/17/2021	13,059.33	10,377.36	6,987.30	30,423.99
3	11/22/2021	56,106.63	44,584.14	30,019.46	130,710.24
4	12/9/2021	37,940.43	30,148.69	20,299.76	88,388.88
5	12/20/2022	47,986.09	38,131.29	25,674.62	111,792.00
6	1/14/2022	260,456.43	206,967.09	139,355.39	606,778.91
INTEREST	1/21/2022	5.45	4.33	2.92	12.70
7	2/16/2022	5,275.13	4,191.79	2,822.42	12,289.34
8	3/7/2022	2,288.89	1,818.83	1,224.66	5,332.38
9	4/7/2022	4,381.51	3,481.69	2,344.30	10,207.50
10	6/21/2022	1,560.79	1,240.26	835.09	3,636.14
TAX CERTS	6/16/2022	1,577.59	1,253.61	844.08	3,675.28
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
TOTAL TAX ROLL RECEIPTS		430,638.28	342,199.09	230,410.00	1,003,247.36

PERCENT COLLECTED DIRECT	100%	100%	100%	100%
PERCENT COLLECTED TAX ROLL	100%	100%	100%	100%
PERCENT COLLECTED TOTAL	0%	0%	0%	0%



The Lake Doctors, Inc.
Aquatic Management Services

4651 Salisbury Rd., Suite 155, Jacksonville, FL 32256
PH: (904) 431-3914

INVOICE

Invoice #	670970
Account #	721658
Invoice Date	7/1/2022
Due Date	7/31/2022
Rep	MAS

Bill To
CELESTINA MASTER POA ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FLORIDA 32092

Invoice Questions:
AR@LakeDoctors.com

20A

Purchase Order Number	Terms	Invoice Date Reflects Month of Service Provided
	NET 30 DAYS	

Item	Description	Amount
	Monthly Water Mgmt Serv-R-Non <i>Lake Management</i> <i>1.320.572.461</i> RECEIVED JUL 06 2022	1,670.00
OUTSTANDING BALANCE	\$1,670.00	
Thank you! For your business!		Total Invoice \$1,670.00

Please include your account number and invoice number on your check with your remittance stub.

Please remit payments to: The Lake Doctors, Inc.

LOCKBOX
PO Box 20122
Tampa, FL 33622-0122

Remittance Stub

Amount Enclosed

Invoice #	670970
Account #	721658
Date	7/1/2022

Bill To
CELESTINA MASTER POA ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FLORIDA 32092

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 _____

**For address and contact updates, please email us at
customerservice@lakedoctors.com.**



YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
JAX 411925	8/1/2022
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: August 31, 2022

Invoice Amount: \$2,749.65

Description	Current Amount
Monthly Landscape Maintenance August 2022	\$2,749.65

Invoice Total **\$2,749.65**

1.320.572.462
22A

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

R
RENAISSANCE®
WORLD GOLF VILLAGE RESORT
ST AUGUSTINE

500 S Legacy Trail
St Augustine, FL 32092
(904) 940-8604 fax (904) 940-8008

Invoice 10002

INVOICE ==

Customer

Event Isles of Bartram Park CDD Meeting August 2022
Attn Shelby Stephens
Phone (904) 940-5850 x 400

Date 6/16/2022

Qty	Description	Valued At	Charged
1	Speaker Phone	\$150.00	\$150.00
	25% Taxable Service Charge	\$37.50	\$37.50
	31A 1.310.81300.49000 Meeting Room Speaker Phone		
	Tax Exempt 85-8013887408C-8		

SUB-TOTAL \$187.50

Amount Due \$187.50

Payment Details

- ☐ Direct Bill
☒ Check
☐ Credit Card

Name _____

CC # _____

Expires _____



BNY MELLON

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

INVOICE

000023 XBFRSDD1 000000

Governmental Management Services, LLC
Attn: Jim Oliver
475 West Town Place, Suite 114
World Golf Village
St Augustine, FL 32092

Invoice Number: 252-2488912
Account Number: ISLES2017
Invoice Date: 01-Aug-22
Cycle Date: 01-Aug-22
Administrator: Caroline Cowart
Phone Number: 904-645-1919
Currency: USD

Isles of Bartram Park Community Development District Special Assessment Bonds, Series 2017

	Quantity	Rate	Proration	Subtotal	Total
Flat					
Administration Fee					4,000.00
For the period: August 01, 2022 to July 31, 2023					

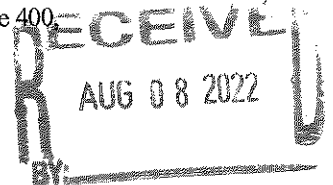
1.310.513.330
16A

Invoice Total: 4,000.00
Satisfied To Date: 0.00
Balance Due: 4,000.00

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

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

Wire and ACH Payment Instructions:
The Bank of New York Mellon
ABA Number: 021000018
Account Number: 8901245259
Account Name: BNY Mellon - Fee Billing Wire Fees
Please reference Invoice Number: 252-2488912



Billing Stub


Isles of Bartram Park Community Development District Special Assessment
Bonds, Series 2017

Invoice Number: 252-2488912
Account Number: ISLES2017
Invoice Date: 01-Aug-22
Cycle Date: 01-Aug-22
Administrator: Caroline Cowart
Phone Number: 904-645-1919
Amount: 4,000.00 USD

0000006344882521248891200000000000004000006

LOCALiQ

FLORIDA

ACCOUNT NAME Isles of Bartram Park CDD c/o GMS LLC		ACCOUNT # 789138	PAGE # 1 of 1
INVOICE # 0004771596	BILLING PERIOD Jul 1- Jul 31, 2022	PAYMENT DUE DATE August 20, 2022	
PREPAY (Memo Info) \$0.00	UNAPPLIED (included in amt due) \$0.00	TOTAL AMOUNT DUE \$790.68	
BILLING ACCOUNT NAME AND ADDRESS Isles Of Bartram Park Cdd C/O Gms Llc Shelby Stephens 475 W. Town Pl. St Augustine, FL 32092-3648 		BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com	
		FEDERAL ID 47-2390983	
Legal Entity: Gannett Media Corp. Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. All funds payable in US dollars.			

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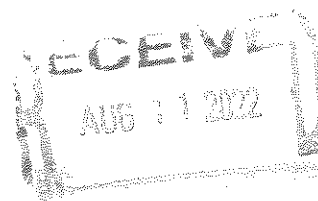
To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number:

Date	Description	Amount
7/1/22	Balance Forward	\$0.00

Legal Advertising:

Date range	Product	Order Number	Description	PO Number	Runs	Ad Size	Net Amount
7/22/22-7/29/22	SAG St Augustine Record	7552778	SLES OF BARTRAM PARK CDD PH		2	3.0000 x 11 in	\$790.68

1.310.573.480
35A



PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

LOCALiQ

FLORIDA

ACCOUNT NAME Isles of Bartram Park CDD c/o GMS LLC		PAYMENT DUE DATE August 20, 2022		AMOUNT PAID		
ACCOUNT NUMBER 789138		INVOICE NUMBER 0004771596				
CURRENT DUE \$790.68	30 DAYS PAST DUE \$0.00	60 DAYS PAST DUE \$0.00	90 DAYS PAST DUE \$0.00	120+ DAYS PAST DUE \$0.00	UNAPPLIED PAYMENTS \$0.00	TOTAL AMOUNT DUE \$790.68
REMITTANCE ADDRESS (Include Account# & Invoice# on check) CA Florida Holdings, LLC PO Box 631244 Cincinnati, OH 45263-1244			TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX Card Number _____ Exp Date ____ / ____ / ____ CVV Code _____ Signature _____ Date _____			

00007891380000000000000047715960007906867179

LOCALiQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

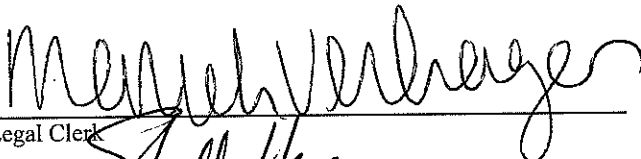
Shelby Stephens
Shelby Stephens
Isles of Bartram Park CDD c/o GMS, LLC
475 W Town PL
St Augustine FL 32092-3648

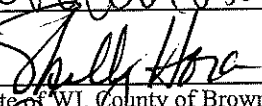
STATE OF FLORIDA, COUNTY OF ST JOHNS

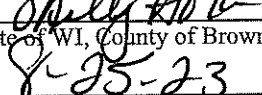
The St Augustine Record, a daily newspaper published in St Johns County, Florida; and of general circulation in St Johns County; and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

07/22/2022, 07/29/2022

and that the fees charged are legal.
Sworn to and subscribed before on 07/29/2022



Legal Clerk


Notary, State of WI, County of Brown

8-25-23

My commission expires

Publication Cost: \$790.68

Order No: 7552778

of Copies:

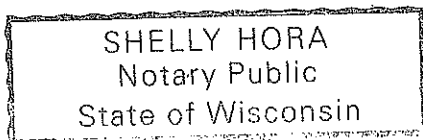
Customer No: 789138

0

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Isles of Bartram Park Community Development District ("District") will hold the following two public hearings and a regular meeting:

DATE: August 17, 2022
TIME: 10:00 a.m.
LOCATION: World Golf Village Renaissance Hotel
500 South Legacy Trail
St. Augustine, Florida 32092

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"). The second public hearing is being held pursuant to Chapters 190 and 197, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2022/2023; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	Last Year O&M Assessment (including collection costs / early payment discounts)	Proposed O&M Assessment (including collection costs / early payment discounts)	Change in O&M Assessment
SF	635	\$397.08	\$484	\$86.92

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which St. Johns County ("County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2022/2023.

For Fiscal Year 2022/2023, the District intends to have the County tax collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

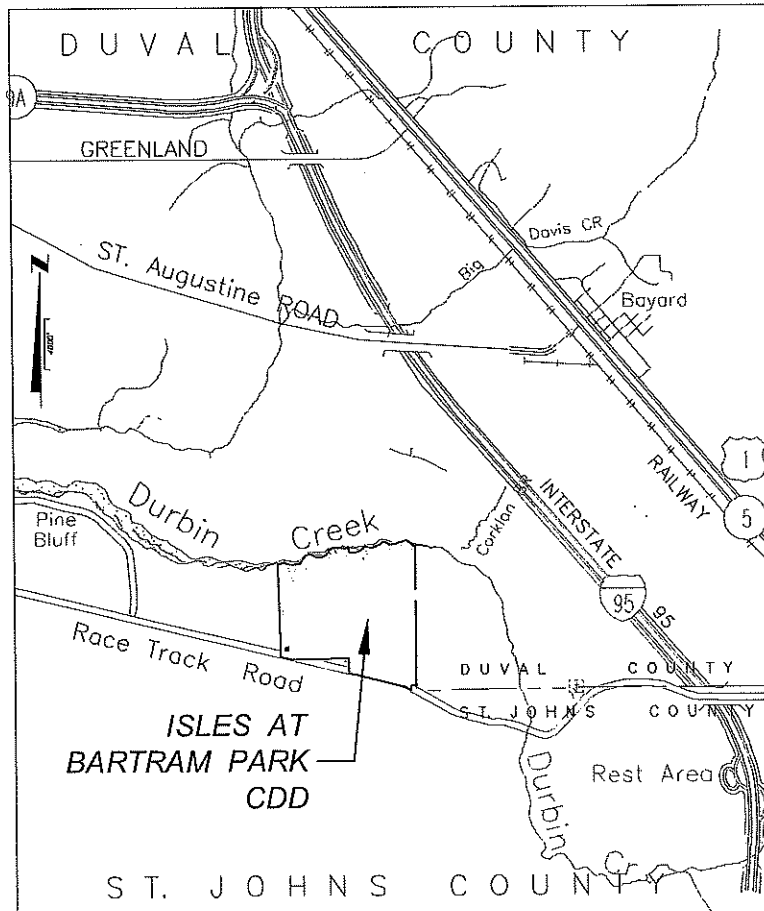
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850 ("District Manager's Office"), during normal business hours or by visiting the District's website at <http://www.islesofbartramparkcdd.com/>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Oliver
District Manager



Grau and Associates

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

Phone: 561-994-9299

Fax: 561-994-5823

Isles of Bartram Park
1408 Hamlin Avenue, Unit E
Saint Cloud, FL 34771

Invoice No. 23066
Date 08/23/2022

SERVICE	AMOUNT
Project: Arbitrage - Series 2017 FYE 7/31/2018-2022	
Arbitrage Services	\$ 3,000.00
Subtotal:	3,000.00
Total	3,000.00
Current Amount Due	\$ 3,000.00

1.310.513.353
1317

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
3,000.00	0.00	0.00	0.00	0.00	3,000.00

Payment due upon receipt.

INNOVATIVE FOUNTAIN SERVICES
450-106 SR 13 N #217
SAINT JOHNS, FL 32259

(904) 551-1017

Customerservice@innovativefountainservices.com

Invoice

Date	Invoice #
8/23/2022	2023238

Terms
Net 30

Bill To

Celestina Master *Issues of Parliament*
200 Business Park Circle suite 101
St. Augustine, FL 32095

Approved

Description	Qty	Amount
Monthly Stationary Maintenance Waterfall Fountain- August		192.50
Chemicals Added		19.58
<div data-bbox="696 1514 1037 1631"> <p>L-320.572 .464</p> <p>23A</p> </div>		

Balance Due	\$212.08
--------------------	-----------------



INVOICE

INVOICE #	INVOICE DATE
JAX 416798	8/22/2022
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: September 21, 2022

Invoice Amount: \$286.00
Approved

Description	Current Amount
July Irrigation Repairs	
Irrigation Repairs	\$286.00

Invoice Total **\$286.00**

IN COMMERCIAL LANDSCAPING

22A

1.320.572.462

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



INVOICE

Customer	Isles at Bartram Park Community Development District
Acct #	522
Date	09/02/2022
Customer Service	Kristina Rudez
Page	1 of 1

Isles at Bartram Park Community Development District
c/o Governmental Management Services
475 West Town Place, STE #114
St. Augustine, FL 32092

Payment Information	
Invoice Summary	\$ 9,693.00
Payment Amount	
Payment for:	Invoice#16622
100122240	

Thank You

Please detach and return with payment



Customer: Isles at Bartram Park Community Development District

Invoice	Effective	Transaction	Description	Amount
16622	10/01/2022	Renew policy	Policy #100122240 10/01/2022-10/01/2023 Florida Insurance Alliance Package - Renew policy Due Date: 9/2/2022 1.300.15500.10000 6A	9,693.00
				Total
				\$ 9,693.00
				Thank You
FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349				

Remit Payment To: Egis Insurance Advisors	(321)233-9939	Date
P.O. Box 748555 Atlanta, GA 30374-8555	sclimer@egisadvisors.com	09/02/2022

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

Invoice

Invoice #: 103
Invoice Date: 9/1/22
Due Date: 9/1/22

Bill To:

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

Case:
P.O. Number:

9/6 Approved

Description		Hours/Qty	Rate	Amount
Management Fees - September 2022	1. 310.573. 340		3,900.00	3,900.00
Website Administration - September 2022	520		66.67	66.67
Information Technology - September 2022	357		100.00	100.00
Dissemination Agent Services - September 2022	312		583.33	583.33
Postage	420		7.41	7.41
Copies	1. 310.573. 42500		77.40	77.40
Total				\$4,734.81
Payments/Credits				\$0.00
Balance Due				\$4,734.81

**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 425465	9/1/2022
TERMS	PO NUMBER
Net 30	

Remit To: 9/6 Approved

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: October 1, 2022

Invoice Amount: \$2,749.65

Description	Current Amount
Monthly Landscape Maintenance September 2022 22A	\$2,749.65

1.320.572.462

Invoice Total **\$2,749.65**

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 9048558884
Admin@crystalcleanpools.net

INVOICE

BILL TO

Isles of Bartram Park CCD
Isles of Bartram Park CCD
475 West Town Place Suite
114
St. Augustine, FL 32092

INVOICE # M6775

DATE 09/01/2022

DUE DATE 10/01/2022

TERMS Net 30

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Monthly Service	Monthly Pool Cleaning	1	450.00	450.00


August

SUBTOTAL	450.00
TAX	0.00
TOTAL	450.00
BALANCE DUE	\$450.00

1.320.572.464

ZIA

MAKE CHECK PAYABLE TO:

 The Lake Doctors, Inc.
Po Box 20122
Tampa, FL 30622-0122
(904) 262-5500

PLEASE FILL OUT BELOW IF PAYING BY CREDIT CARD



CARD NUMBER	EXP. DATE
SIGNATURE	AMOUNT PAID

ADDRESSEE

☐ Please check if address below is incorrect and indicate change on reverse side

1000P
CELESTINA MASTER POA
JIM OLIVER
200 Business Park Cir
St Johns, FL 32259

ACCOUNT NUMBER	DATE	BALANCE
721658	9/2/2022	\$900.00

The Lake Doctors
Po Box 20122
Tampa, FL 30622-0122

0000000098457001000000003227300000009000017

Please Return this portion with your payment

Invoice 1702697

PO #

Date	Description	Quantity	Amount	Tax	Total
20 9/2/2022	LUNETTE COURT, ST JOHNS, FL ST. AUGUSTINE, FL 32092 Physical Removal - As Needed		\$900.00	\$0.00	\$900.00

20A
1,320.572.461

trash removal completed. Thank you for your patience!

Discount	\$0.00
Adjustment	\$0.00

Account# 721658

Lic#:

AMOUNT DUE

\$900.00

D.

Isles of Bartram Park

Community Development District

Funding Request #38

September 8, 2022

GENERAL FUND

FY2022

PAYEE

1 The Lake Doctors

Trash removal Invoice #1702697 9/2/2022

\$ 900.00

Total

Total Funding Request

\$ 900.00

Please make check payable to:

Isles of Bartram Park CDD

c/o GMS LLC

475 West Town Place

Suite 114

St. Augustine FL 32092

Signature: _____

Chairman/Vice Chairman

Signature: _____

Secretary/Asst. Secretary

MAKE CHECK PAYABLE TO:



Po Box 20122
Tampa, FL 30622-0122
(904) 262-5500

ADDRESSEE

☐ Please check if address below is incorrect and indicate change on reverse side

CELESTINA MASTER POA
JIM OLIVER
200 Business Park Cir
St Johns, FL 32259

PLEASE FILL OUT BELOW IF PAYING BY CREDIT CARD



CARD NUMBER

EXP. DATE

SIGNATURE

AMOUNT PAID

ACCOUNT NUMBER

DATE

BALANCE

721658

9/2/2022

\$900.00

The Lake Doctors
Po Box 20122
Tampa, FL 30622-0122

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Please Return this portion with your payment

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PO #

Date	Description	Quantity	Amount	Tax	Total
20 LUNETTE COURT, ST JOHNS, FL ST. AUGUSTINE, FL 32092					
9/2/2022	Physical Removal - As Needed		\$900.00	\$0.00	\$900.00

trash removal completed. Thank you for your patience!

Discount \$0.00

Adjustment \$0.00

Account# 721658

Lic#:

AMOUNT DUE

\$900.00