

MINUTES OF MEETING
BARTRAM SPRINGS
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bartram Springs Community Development District was held Monday, October 10, 2022 at 6:00 p.m. at the Bartram Springs Club Amenity Center, 14530 Cherry Lake Drive, Jacksonville, Florida.

Present and constituting a quorum were:

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| Kevin Colcord | Chairman |
| Andrew Walden | Vice Chairman |
| James Chipman | Supervisor by telephone |
| Stephanie McKinney | Supervisor |
| Derri Lassiter Young | Supervisor |

Also present were:

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| Jim Oliver | District Manager |
| Wes Haber | District Counsel |
| Sue O’Lear | Bartram Club Manager |
| Dan Fagen | Vesta/Amenity Services Group |
| Winslow Wheeler | Vesta/Amenity Services Group |

The following is a summary of the actions taken at the October 10, 2022 meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 6:10 p.m.

Ms. O’Lear stated we have a guest who wants to present a proposal for a hurricane fundraising event.

Ms. Maya King stated the effort is called Hurricane for Humanities, a relief effort for those affected by Hurricane Ian. They are seeking donations of first aid supplies, canned goods, water, blankets, socks, undergarments, and toys for children in shelters. Items may be brought to the front office of Atlantic Coast High School through October 30th.

SECOND ORDER OF BUSINESS

Audience Comments

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Mr. Kaufman asked on Racetrack Road do we have any word from the engineers on what the future growth is going to be such as traffic lights. When they widen the road are we going to be losing the property by the shopping center? The shopping center being built in front, there is a gate that opens to that property and traffic is not to go in and out. When that shopping center is built there is going to be a problem with ingress and egress. Branches overhang the fence before you get to the school. The soccer field is in the worst shape since prior to the soccer season. The swim team pays a fee; does the soccer people pay anything? There was money allocated to put in a proper monument at the Veterans Park and I would like that to be addressed.

Mr. Colcord stated Racetrack Road will be widened to four-lanes well before the state takes the bridge out. It will be 2024 before that is complete according to the city councilman. The shopping center in front is already four-lanes and it is not our issue if the state takes part or the property. We will reach out to the developer about the trees overhanging the fence. I agree about the soccer fields have a lot of use and the field grass does not hold up; the cricket players are there every week, soccer leagues and regular kids playing soccer.

Mr. Walden stated the project at Veterans Park is my project and Sue and I have brainstormed some ideas that are not yet finalized, but it has not been forgotten.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the September 12, 2022 Meeting

On MOTION by Mr. Colcord seconded by Mr. Walden with all in favor the minutes of the September 12, 2022 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Landscape Maintenance Update

Mr. Wheeler stated the increase this year is 7% overall, the total dollar increase is \$12,863 for the year.

Mr. Colcord stated we just went through the budget process of which they were well aware. Why are we getting this now?

Mr. Oliver stated let's make this an agenda item for the next meeting.

FIFTH ORDER OF BUSINESS

Consideration of Amenities Policies Violations

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Mr. Oliver stated I circulated to the board and staff, three letters that were issued since the last meeting related to amenity policy violations that resulted in an interim suspension until the board could look into this matter and decide what they want the punishment and suspension to be.

Ms. O'Lear summarized the situation where an underage resident was in the gym and I informed him of our policy that an adult must accompany him. Mr. Awakeel did apologize to the employee for the language he used but due to the stressful nature of being a facility attendant and I wrote and submitted a report for your review and I recommended a suspension of three months.

Mr. Awakeel stated because of his size I thought it was okay for him to be in the gym and I did apologize.

Ms. O'Lear stated the facility attendant is 19 and I wish I didn't have this many issues with adults speaking to our young people as they do, but she is a good worker and was brought to tears over this situation.

Mr. Colcord stated I don't tolerate any adult resident berating or yelling at one of our staff members especially someone who is younger than my son. There is no need to yell at someone at the front desk doing their job, not making the rules but following the rules. We have lost employees this year because they got tired of being yelled at by adults, which is unacceptable.

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| On MOTION by Mr. Walden seconded by Mr. Chipman with four in favor and Ms. McKinney opposed Mr. Awakeel was suspended for six months from the date of the incident. |
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Ms. O'Lear stated the Diaz family had a gazebo rental and there were several policy infractions with that gazebo including some children not abiding by the adult swim, disturbing other bathers, running on the pool deck, consumption of alcohol and refusal to remove them from the amenity center, swimming and naked on the pool deck and refusing to leave at the end of the rental. They left 2 hours and 45 minutes after the end of the party. Cleanup was not executed properly per the terms of the rental. I propose we deduct from his security deposit the \$45 cleaning fee listed in the agreement, \$54 for the lifeguard fees for the additional 3 hours that we had an additional lifeguard on duty and \$20 for the extension of those additional hours and I recommend they be suspended from private party rentals for one year so that it covers next summer.

Ms. Young asked are you recommending one year for the rental as well as access to the facility?

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Ms. O’Lear stated I set one year for renting. Mr. Diaz was pleasant and was never abusive to our staff.

Mr. Oliver stated the board doesn’t need to give any guidance on withholding the security deposit.

On MOTION by Mr. Walden seconded by Ms. Young with four in favor and Ms. McKinney opposed Mr. Diaz was suspended for one year from the date of the incident from access to the facilities and from facility rentals.

Ms. O’Lear stated Mr. El Kacini was utilizing the lap pool with his two daughters, ages 8 and 9. The daughters were using an interior lane, hanging on the lap lines and our lifeguard was correcting that behavior. We had a lifeguard who utilized a whistle and spoke to the girls about hanging on the lap lines, their behavior continued and was encouraged by the parent. Mr. Kacini also used foul language and spoke again to the lifeguard who went into the office and called her parents. Mr. Kacini submitted a letter disputing the facts.

Mr. Colcord stated we have video proof of him and of the kids hanging on the lap lines and documentation from staff and residents of his behavior.

Mr. Haber stated on the first two scenarios we did not have anyone opposing the facts as described to you by your staff. In this case you do have a letter from the party telling you that the report is not accurate and does not accurately reflect the facts. In this case you have two roles, your first is a finder of facts because they are disputed. Based on what you heard from the resident and what you heard from staff you determine what you believe happened on that day and then based on what you believe happened that day then you can determine the appropriate suspension based on your fact finding. Because you have the letter, you decide how much weight you are going to give the letter and how much weight you are going to give staff’s report and the other factors that you have heard, come to a conclusion on what you believe occurred. That is what you are tasked with today, determining what you believe happened. A letter will go out today letting the resident know the action the board took and give them another opportunity to come to the next meeting and raise that issue. There will be a second bite of the apple for that resident depending on where you arrive today.

Mr. Colcord asked how many witness statements did you have from other residents?

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Ms. O’Lear stated I had one from a resident and our two employees. The employee’s parent did come up to the amenity center and speak to this man.

Ms. Young asked from the video can you see the child holding on to put on their goggles?

Ms. O’Lear stated there are two videos, one you can see it pulled down, he did say the second time the girls were holding onto it and one was putting on goggles but the issue came from, don’t listen to the lifeguards, listen to me. You do what I say, not what they say, and the escalation happened. I recommended a minimum of three months suspension.

Ms. McKinney moved to suspend Mr. El Kacini for one year from the amenities.

Ms. Young stated I personally feel that six months would be appropriate in this situation; we never had any issues with this person before. Considering the letter he wrote versus what the staff said either way, he did not abide by the rules, being disrespectful, he could have gone to a different lane, he didn’t have to say anything. That didn’t happen so I think six months would be reasonable.

Mr. Walden seconded the motion.

Mr. Colcord stated so that the board understands when this letter goes out, he still has another opportunity to tell his side of the story. Since he is not here this evening, he gets notification of whatever time of suspension and another opportunity to appear and appeal.

On voice vote with four in favor and Ms. Young opposed the motion passed.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Haber stated I prepared an agreement for the fiscal year that we are presently in with Vesta using the form of agreement we have used in the past. In response to that agreement there was a request for an amendment to the indemnification provision in the agreement. At the most basic level the indemnification provision says if Vesta in the production of their activities does

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something that results in a claim against the CDD that Vesta will indemnify and defend the CDD in that claim. The CDD is expending no funds and the resources necessary but instead Vesta will do that because it was their action that resulted in the claim against the CDD. The indemnification provision that has historically been used between the CDD and Vesta had that language where Vesta did indemnify the CDD for any claim that may result from Vesta's actions.

The requested language and Bartram Springs has not been singled out in this case Vesta has been requesting this language in other CDDs and some CDDs have agreed to the language but the language they are requesting is different from the language in two material ways. The first one is it seems to limit the indemnification only if Vesta's acts were negligent. It wouldn't just be for any action on the part of Vesta but if Vesta's acts were negligent and resulted in a claim against the CDD then they would defend the CDD. If Vesta's acts were not negligent, they did something that was reasonable but it is still resulting in a claim against the CDD, Vesta would say we didn't act negligently therefore we do not have an obligation to indemnify you for this.

The other way is different from the prior clause in that it also seeks indemnification on the part of the CDD if there is any act that the CDD causes that would result in a claim against Vesta that they would want sort of reciprocal indemnification. It is hard to make up the circumstances where that would arise because there is very little the CDD does that would result in a claim namely most of the actions that happen on the CDD's part are done by independent contractors, Vesta as it relates to the amenity facilities, landscape maintenance companies, lake maintenance companies, all those contracts have indemnification provisions. That being said, the request is being made that if Vesta can point to an act that is done by the district they would want the district to indemnify them. The one point I would make on that is that if that were to occur whether that is something our insurance would cover. I don't know that for sure but that is something you may want to find out because if that is not covered by our insurer then ultimately there was responsibility, liability found on the part of the CDD not covered by insurance it would fall onto the CDD.

In speaking with Dan about that provision I don't believe that Dan necessarily has the ability to negotiate with you sitting here today. This is something being requested by their internal counsel. We do want an agreement in place for the upcoming year. I think we can to the extent the board is comfortable with it and delegate authority to one of the board members to work with me to continue to negotiate with Vesta to try to get a provision that at least that person delegated that responsibility can be comfortable with understanding that the agreement has a termination

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provision so if it gets brought back to the board and the rest of the board said we know we delegated authority to whoever gets that authority but we want to reconsider it you always have the ability to get out of that contract and see where you go from there. I was uncomfortable as your counsel to agree to the provision because this is a decision for the board, not really a legal decision. It is my job to make sure you understand the request and you decision whether you are willing to enter into it.

Ms. Young stated just for clarification, are you saying if there is an action that is not the fault of Vesta that it is not covered under the insurance that then it automatically falls back on the CDD? If it is not covered under the insurance and Vesta is negligent but it is not covered under Vesta's insurance?

Mr. Haber stated no, this has nothing to do with Vesta's insurance. Hopefully, the claims wouldn't come from Vesta's insurance because if not then, yes we would have to look to Vesta. What I'm saying is Vesta has an obligation to indemnify, if Vesta has a negligent act and that negligent act results in a lawsuit against Vesta because they are the ones that committed the negligent act, but let's say it was something that happened at this facility so not only do they sue Vesta but they sue the CDD. What I'm saying is if it was their negligent act the CDD would be covered, we can say to Vesta pursuant to the indemnification provision in our agreement with you, you must indemnify us regardless of whether Vesta's insurance covers it or not Vesta must indemnify you and pay for your defense. What I'm saying is as I understand the provision if the act is not negligent if Vesta says we were reasonable in what we did, someone may have gotten injured but they didn't get injured because of our negligent act, they got injured because of something we did that was not negligent and it was reasonable what we did so CDD if this act results in a lawsuit against you we are not obligated to indemnify you because we were not negligent. The present provision the CDD would say any act by Vesta your indemnification kicks in. If you did something that results in a claim against us you are required to indemnify us regardless. This is outside their insurance. I don't know whether their insurance covers it or not, it is going to be Vesta's obligation to indemnify. It is narrowing the scope of their indemnification obligation to only negligent acts opposed to more broadly they would have an obligation to indemnify for any act.

The other part of it is also and I don't know what the circumstances would be, it is hard to think about this, but if there was anything they can say Vesta is getting sued because of something

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that you did they could say you are required to indemnify us. I don't know that our insurer is willing to say we are willing to indemnify Vesta under our insurance policy in which case the CDD would be required to provide indemnification without the support of insurance. That is where insurance comes in, it is whether our insurance is willing to fulfill the contractual obligation we may enter into saying, yes we will indemnify Vesta. Vesta's insurance doesn't necessarily play a role in the provision.

Ms. Young stated basically what you are saying is there are requesting a hold harmless clause on both sides basically.

Mr. Haber responded not necessarily hold harmless. We are not saying, we are not limiting lawsuits by them against us or us against them, this is truly just indemnity. What I'm saying is we have a very broad indemnification clause in our prior agreement, any act by Vesta that resulted in a lawsuit against the CDD they would be required to indemnify and defend you in that lawsuit. Now it is just their negligent acts not any act. Likewise, you never had any obligation to indemnify Vesta, now they are saying if somehow Vesta gets sued because of some negligent act by the CDD now they are asking the CDD to indemnify them. It is CDD reciprocal indemnification that is new, and it is narrowing the scope of their indemnification to only negligent acts as opposed to any of their acts.

Mr. Oliver stated I will check with the Florida Insurance Alliance, they provide the liability coverage for this district to see if they would honor a reciprocal indemnification. I have not had that in any of my districts and will have to find out.

Mr. Haber stated my final thing is I don't know that the folks sitting here today have the authority to say we can go back to the old provision. To move forward my recommendation is to delegate authority to a board member to work with Vesta or work with me to see if we can reach a provision that is acceptable to the person who gets delegated that authority to come back to the board for ratification or if you are not satisfied with it, the agreement allows you to get out of it without cause.

Ms. McKinney asked what is a non-negligent act of the district?

Mr. Haber stated I don't know if you mop the floors in here but if you mop the floors in here and take all these precautions to put people on notice that you mopped the floors, so they were not negligent, they did everything that is reasonable under those circumstances and somebody slips and falls and they sue Vesta and the CDD and we said we want Vesta to indemnify us Vesta may

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be able to say no we weren't negligent we mopped, you told us to mop to keep the place clean. That may be the instance where Vesta says pursuant to our new provision we don't have the obligation to indemnify you because we were not negligent we were reasonable in the way we performed our obligations under the agreement.

Ms. McKinney stated then it would go to our insurance.

Ms. Young stated there is a huge problem with that because negligence is very hard to prove. I think the clause should stay as is. I don't mind working with the language or negotiations. I don't want our CDD to be responsible for anything that happens when our facility is run by Vesta.

Mr. Fagen stated I will get our counsel in touch with district counsel and work with the board appointee on language that is acceptable and come back to the next meeting with the final result.

It was the consensus of the board that Ms. Young would be designated to work with Mr. Haber on this issue.

B. Engineer

There being none, the next item followed.

C. Manager

Mr. Oliver stated I want to remind everyone that the general election is in November. We can't seat new supervisors until two weeks after the general election so we will do that at the December meeting.

D. General Manager - Report

Ms. O'Lear reviewed the items outlined in the monthly memorandum, which was included in the agenda package.

Mr. Colcord stated an unusual circumstance and some comments that were made after the last meeting and the wording of the vote may have led us to think we had to choose yellow. We are bringing that vote back on the agenda to make sure we give fair consideration for residents who had voiced their opinions and concerns.

Ms. McKinney stated when I left the meeting what I gathered from residents, that is not what they wanted. Very few people wanted to pick yellow, the majority of people went with gray

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and not yellow. Most people chose the gray color, seconded by a taupe tone but they didn't want yellow.

Ms. O'Lear stated the point that was made to me by some supervisors and residents was that out of all the people who came up to share their opinions filled out the comment part of it, overwhelmingly people wanted change, something different from yellow.

Ms. Young stated we discussed what the residents wanted and I stated I had filled out my card and the box as well. It is my understanding that we did take those comments into consideration, we talked about the ones that were put in the box out there. I also looked at the reviews myself and on Facebook to see what people were saying about the different color. My understanding is several people did not want like browns and grays.

Ms. O'Lear stated many people who posted online came up and filled out a card because it was clearly stated that those were the only opinions that we would be able to discuss here.

Mr. Colcord stated according to these numbers, 22 responded on the cards, well over 70% want to change the color. No. 1 was the lowest, no. 2 was the current color, basically the same.

Mr. Walden stated as a board we are here to make sound decisions overall. There are over 3,000 residents in this community and we are talking about 182 residents and we are going to change a decision that we voted on last month. As a board member I cannot see myself not making sound decisions amongst my peers so we are here tonight to talk about a change. When the board makes sound decisions we make it completely overall color schemes. 182 people are only looking at the amenity center, they are not looking at the benches or other things and when we paint we have to paint everything, but they are only looking at the amenity center. I strongly disagree with changing the colors we already decided.

Ms. Young stated we discussed the colors, we had the color expert sitting there and I agree with Mr. Walden that we need to stick to what we agreed to.

Mr. Colcord stated no one is here saying we are changing the color or we have to change the color. We want to make sure that as a board we are doing the other part of our job whether it is one or 2,000, everyone is important.

Mr. Haber stated you can say a motion to either amend the prior vote to change the color or it sounds like Derri is asking for a motion to have the board reconsider the paint color. See if that passes and then if it does then a motion to the effect to change the color.

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| Ms. McKinney moved to amend the previous vote Mr. Chipman seconded the motion. |
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Ms. Young stated I think the motion should be to reconsider first and then to be honest with you with this small number of residents that actually voted if you are going to do it the right way then we need more participation than just this.

Mr. Haber stated I think those cons are appropriate with either of those votes. I'm trying to get a comfort level for the entire board and comfortable with the process. If you want to break it down into two votes, the first vote would be a motion to reconsider the paint color or a motion to amend whatever it is. I think that is the threshold question, get past that then you can have the motion to make the change. The first motion would be a motion to consider changing the color.

Ms. Young stated let me say this, I just want to make sure that I make this clear. I'm telling Stephanie what she should do as far as making a motion because I see that she doesn't understand what to do first. However, I want to make it clear that I totally do not agree that this should be made because I recall what like I said then, we had a discussion, we made a sound decision, we had the discussion and I believe that Mr. Walden is correct, I don't know what the guidelines would be or formality would be for a situation like this where we have already made that decision. In normal circumstances I do believe it would be more of a motion to revisit the issue and decide on whether or not it should be revisited but considering the circumstances you know as board members if we make decisions and then go back and flip flop back and forth, it was our mistake, we didn't know this, we didn't know that, we didn't realize this we didn't realize that, you know what does that make us look like as a board when I'm saying that we have already had discussion on this issue, you know, we had discussion on what the residents saw and we made that sound decision you know I believe the board members that we made that decision we need to stick to the decision that we make.

Mr. Haber stated I'm looking at it from a legal perspective, you as a board because it happens all the time, you make a motion to adopt policies and then see how the policies operate and make a motion to change those policies. The prior vote I don't think you are stuck with that vote. I think that you as a majority of the board want to change a prior vote everything you say is 100% valid. What is the appearance, what does that mean? I think those are all valid points for your fellow board members to hear and decide to the extent that you are suggesting that the prior vote cannot be changed would be the only thing you and I may be disagreeing on.

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Ms. Young stated I know it can be changed, that's not what I'm saying. I know it can be changed. I'm saying as a board member you know and for the rest of the board.

Mr. Haber stated that is up to the board to decide. From a legal perspective I'm comfortable that the majority of the board has the right to make a change on the prior motion.

A resident asked did the mailing go out to the entire community?

Mr. Colcord stated I believe it went out my email.

A resident stated we never got anything.

Ms. O'Lear stated we decided at the meeting that if it wasn't an official binding vote that we would utilize the channels we have by eblast and signs at the amenity center and let the people who come up and use the amenity center, it was a sharing of opinions. This wasn't a legally binding vote we didn't use that language. We offered the opportunity to fill out the comment card.

Ms. Young stated so each person would have had to physically come up to fill out the card, it wasn't like we have done in the past where an email was sent out.

Ms. O'Lear stated an eblast was sent out and I told people that I could only consider responses that were under email to me or filled out on the cards. I wasn't going to try to cross reference. We talked about that we wanted people to make an effort to come up.

Mr. Walden stated you said an eblast did go out.

Ms. O'Lear stated yes it went out in several of the weekly newsletters. I think it went out twice by itself, it was posted on the Facebook page and everything was posted around the amenity center.

Mr. Walden asked when you send out an eblast does that eblast go to the entire community?

Ms. O'Lear responded we have about 3,000 email addresses.

Mr. Kaufman stated when I was on the board when situations were important the board made a decision and took care of the problem. Painting the building is not very important, maybe to some people it is. I think this board is smart enough to handle the situation themselves. Nobody is going to get insulted because of what the board decided to paint the building. This is a board decision, not a community decision.

Mr. Colcord stated we tried to do the right thing, tried to get resident input and every time it causes more problems.

Mr. Walden stated I have been on this board since 2007, we have never been in a position where we did not make sound decisions. I think we should stay humble about everything we do

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as board members. When we took this job we took an oath and I think that we should stick to what we do as board members. That is ultimately take charge. We need to take charge of the situation and move forward.

Ms. Young stated let me say this, the dog park as an example. The reason we had to find out about the dog park was because we had to consider whether we needed to close off the pond and we needed to find out how many residents utilized the pond area and how many would need to utilize the small dog area versus a large dog area, we needed to find out what would be a safer way to make or update the dog park. That was the reason we did that survey because I personally am not out there every day to see how many people use the pond so we needed to know how many people used the pond. We needed to find out because we considered closing that pond off. That situation was a lot different than the color of the building. When Sue and I picked out the furniture we chose that, we did not send out a survey.

Mr. Walden stated I will move to sustain the last vote as such.

Mr. Oliver stated let's go back to the initial motion.

Mr. Haber stated I think it was a vote to reconsider the paint color.

Ms. McKinney stated James seconded the motion.

Mr. Oliver stated it is a motion and second to reconsider the paint color.

On voice vote with two in favor and Ms. Young, Mr. Colcord and Mr. Walden opposed the motion failed.

E. Operation Manager - Report

Mr. Wheeler gave an overview of the field manager's report, copy of which was included in the agenda package.

SEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Other items discussed: utilization of room to be for fitness classes, congratulations to staff for hurricane preparedness, noticed improvement with VerdeGo on the hedges and weeds, request for more information in the minutes rather than relying on memories.

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On MOTION by Mr. Walden seconded by Ms. Young with all in favor the minutes will no longer be in summary format.

Other items discussed: timing of suspension for policy violations to be taken into consideration, how is the board engaging people to participate, very little resident participation, possible solutions for more efficient school pickup, flier for hurricane preparedness, a report that someone cut trees in the preserve.

EIGHTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet as of August 31, 2022 and Statement of Revenues and Expenses for the Period Ending August 31, 2022

A copy of the financials was included in the agenda package.

B. Assessment Receipt Schedule

A copy of the assessment receipt schedule was included in the agenda package.

C. Approval of Check Register

On MOTON by Mr. Walden seconded by Ms. McKinney with four in favor and Mr. Colcord abstained due to a conflict of interest invoice 2282 from Sundancer Sign Graphics in the amount of \$2,000 was approved.

On MOTION by Mr. Colcord seconded by Mr. Walden with all in favor the balance of the check register was approved.

NINTH ORDER OF BUSINESS

Action Items for Follow-Up

Mr. Oliver stated I will send out my notes of the meeting tomorrow morning.

TENTH ORDER OF BUSINESS

Next Scheduled Meeting – November 14, 2022 at 8:30 a.m. @ Bartram Springs Amenity Center

Mr. Oliver stated the next meeting will be November 14, 2022 at 8:30 a.m. in the same location.

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On MOTION by Mr. Colcord seconded by Mr. Walden with all in favor the meeting adjourned at 7:55 p.m.

DocuSigned by:

Jim Oliver

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Secretary/Assistant Secretary

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Chairman/Vice Chairman