

***BANNON LAKES***  
*Community Development District*

*October 25, 2016*

# *Bannon Lakes*

## *Community Development District*

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

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

October 18, 2016

Board of Supervisors  
Bannon Lakes  
Community Development District

Dear Board Members:

The Bannon Lakes Community Development District Board of Supervisors Meeting is scheduled for **Tuesday, October 25, 2016 at 12:00 p.m.** at the **offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.** Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment
- III. Approval of Minutes
  - A. September 14, 2016
  - B. September 21, 2016
- IV. Evaluation of RFP's for Amenity Facility
- V. Consideration of Resolution 2017-01, Prompt Payment Policies and Procedures
- VI. Other Business
- VII. Staff Reports
  - A. District Counsel
  - B. District Engineer – Ratification of Requisitions
  - C. District Manager
- VIII. Supervisor's Requests and Audience Comments
- IX. Financial Reports
  - A. Balance Sheet as of September 30, 2016 and Statement of Revenues & Expenditures
  - B. Consideration of Funding Request No. 13
- X. Next Scheduled Meeting – November 16, 2016 at 12:00 p.m. at the offices of GMS
- XI. Adjournment

The third order of business is the approval of minutes from September 14, 2016 meeting and September 21, 2016 meeting. Copies of the minutes are enclosed for your review.

The forth order of business is the evaluation of RFP's submitted for the amenity facility. The evaluation criteria is enclosed.

The fifth order of business is consideration of resolution 2017-01, prompt payment policies and procedures. A copy of the resolution is enclosed for your review.

Enclosed under engineer reports are copies of requisitions to be ratified.

Enclosed under financial reports are the balance sheet, income statement & funding request no. 13.

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

Sincerely,



James Oliver

District Manager  
Bannon Lakes Community  
Development District

## *AGENDA*

***Bannon Lakes***  
***Community Development District***  
***Agenda***

Tuesday  
October 25, 2016  
12:00 p.m.

Governmental Management Services  
475 West Town Place  
St. Augustine, Florida 32092  
**Call In # 1-888-757-2790 Code 5097001**

- I. Roll Call
- II. Public Comment
- III. Approval of Minutes
  - A. September 14, 2016
  - B. September 21, 2016
- IV. Evaluation of RFP's for Amenity Facility
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  - A. Balance Sheet as of September 30, 2016 and Statement of Revenues & Expenditures
  - B. Consideration of Funding Request No. 13

X. Next Scheduled Meeting – November 16, 2016 at 12:00 p.m. at the offices of  
GMS

XI. Adjournment

*THIRD ORDER OF BUSINESS*

A.



MINUTES OF MEETING  
BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT

A continued meeting of August 24, 2016 of the Board of Supervisors of the Bannon Lakes Community Development District was reconvened on Wednesday, September 14, 2016 at 12:00 p.m. at the Offices of GMS St. Augustine, 475 West Town Place, Suite 114, St. Augustine, FL 32092.

Present and constituting a quorum were:

Art Lancaster	Chairman
John Dodson	Vice Chairman
Karelyn Travieso	Supervisor (by phone)
Maston Crapps	Supervisor
Sandra Powell	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber	District Counsel (by phone)
Shellie Joyner	Eastland

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Oliver called the meeting to order at 12:00 p.m.

**SECOND ORDER OF BUSINESS**

**Public Comment**

There were no members of the audience in attendance.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes from the August 24, 2016 Meeting**

Mr. Oliver stated included in your agenda package is a copy of the minutes from the August 24, 2016 meeting. Are there any additions, corrections or deletions?

On MOTION by Mr. Lancaster seconded by Mr. Crapps with all in favor the Minutes of the August 24, 2016 Meeting were approved.
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**FOURTH ORDER OF BUSINESS**

**Consideration of Proposals for Hardscape Improvements**

Mr. Lancaster stated we received four bid proposals in for hardscape improvements. Dicky Smith came in on the high side. We are familiar with Carlton. They gave the most detailed proposal. They gave a breakdown of general conditions, general requirements, entry features and unit price bid. They also were hired by the CDD to help in the consulting process, so they are very familiar with the project. They think there is opportunity here to save another \$10,000 to \$15,000 in a few design things that they saw they could change. I am not real familiar with the Angelo Group.

Mr. Oliver stated they did some improvements at Julington Creek when they renovated their aquatics center back in 2006.

Mr. Lancaster stated they did not give a unit price. They gave a lump sum contract. It looks like they have included their general requirements; such as, permits and builders risk and general liability. The one thing that concerned me about their bid is they put an allowance for the brick, which means they didn't go price the actual brick that has been specked. The same with the precast concrete. They changed the speck on the pvc letters to painted acrylic letters, which I am not familiar with. There is roughly a \$6,000 difference between Carlton and The Angelo Group. I feel comfortable with going with Carlton.

Mr. Oliver stated if I can get those proposals from you then we will put them in the record of proceedings.

On MOTION by Mr. Lancaster seconded by Mr. Dodson with all in favor the Proposal from Carlton for Hardscape Improvements was approved.

#### **FIFTH ORDER OF BUSINESS**

#### **Consideration Proposals for Landscape Installation**

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of Proposals for Irrigation System Installation**

Mr. Lancaster stated we continued this meeting to go out to bid. The landscape and the irrigation plans are not going to be wrapped up until today or tomorrow. I think we should work towards releasing a bid through Basham & Lucas this coming Monday. We can have those bids due back by October 3<sup>rd</sup> and then we could set a continued meeting for October 5<sup>th</sup>.

Mr. Oliver stated you have another meeting on September 21<sup>st</sup>, so you could set your continued meeting at that meeting.

Mr. Lancaster stated we will make October 19<sup>th</sup> as the date to score them and review the proposals.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Change Order to the  
Vallencourt Agreement to Add Horizontal  
Site Work Services on Amenity Center Site**

This item was tabled until the September 21, 2016 meeting.

**EIGHTH ORDER OF BUSINESS**

**Consideration of RFP Process for  
Construction of Amenity Center (Vertical  
Improvements)**

The proposals will be reviewed on October 19, 2016.

**NINTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

There being none, the next item followed.

**B. District Engineer – Ratification of Requisitions**

Mr. Oliver stated included in your agenda package are Requisition Nos. 23 through 25.

On MOTION by Mr. Lancaster seconded by Ms. Powell with all in favor Requisition Nos. 23 through 25 were ratified.
---

**C. District Manager**

Mr. Oliver stated we will have the budget hearing next week.

**TENTH ORDER OF BUSINESS**

**Supervisor's Request and Audience  
Comments**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – September 21,  
2016 at 12:00 p.m. at the Offices of GMS**

Mr. Oliver stated the next scheduled meeting is September 21, 2016 at 12:00 p.m. at the Offices of GMS.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Ms. Powell seconded by Mr. Dodson with all in favor the Meeting was adjourned.

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

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

*B.*

MINUTES OF MEETING  
BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bannon Lakes Community Development District was held on Wednesday, September 21, 2016 at 12:00 p.m. at the Offices of GMS St. Augustine, 475 West Town Place, Suite 114, St. Augustine, FL 32092.

Present and constituting a quorum were:

Art Lancaster	Chairman
John Dodson	Vice Chairman
Karelyn Travieso	Supervisor (by phone)
Maston Crapps	Supervisor
Sandra Powell	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber	District Counsel (by phone)
Scott Land	District Engineer (by phone)

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Oliver called the meeting to order at 12:00 p.m.

**SECOND ORDER OF BUSINESS**

**Public Comment**

There were no members of the audience in attendance.

**THIRD ORDER OF BUSINESS**

**Affidavit of Publication**

Mr. Oliver stated we are having a budget hearing and an assessment hearing today. We noticed those public hearings in the St. Augustine Record on August 30, 2016 and September 6, 2016. We also sent mailed notice to the landowners.

**FOURTH ORDER OF BUSINESS**

**Update on Construction Matters**

There being none, the next item followed.

**FIFTH ORDER OF BUSINESS**

**Public Hearing to Adopt the Fiscal Year 2017  
Budget**

- A. Consideration of Resolution 2016-45, Relating to the Annual Appropriation and Adopting the Budget for Fiscal Year 2017

Mr. Oliver stated included in your agenda package is a copy of the approved budget. The total expenditures for the budget are projected to be \$552,204. This is based on the opening of the amenity center in 2017. Under Developer contributions and assessments, it is in the same amount as the expenditures of \$552,204. We have 999 planned units for the District. All of those units will pay administrative assessments. If you look at the first section of the administrative assessments, the expenditures are \$111,681. If you divide those by the 999 units, then it comes out to the per unit cost that all units pay, which is \$111.79. The 456 platted units pay the fully loaded assessment and that is an assessment of \$830 per unit, which totals \$378,480 and includes the administrative assessment in there, so the remaining 543 units only pay the admin assessment of \$111.79. The total assessments collected on all units are \$439,182. The Developer will make up the difference between the budgeted amount and the assessment by entering into a funding agreement obligating it to pay an amount not to exceed \$113,022.

On MOTION by Ms. Powell seconded by Mr. Dodson with all in favor the Public Hearing to Adopt the Fiscal Year 2017 Budget was opened.

There were no members of the public in attendance.

On MOTION by Mr. Dodson seconded by Ms. Powell with all in favor the Public Hearing to Adopt the Fiscal Year 2017 Budget was closed.

Mr. Haber stated there are going to be two public hearings that you are holding today. One is the public hearing to adopt the budget and the other is the public hearing to levy the assessment. We are in what is called capitalized interest, which means the District won't have any debt service obligations for the upcoming fiscal year. The first resolution you have to consider is Resolution 2016-45. This resolution contemplates that the budget you just went over will be attached as exhibit A. The resolution adheres to the statutory language, which essentially obligates you, as a board, to appropriate funds for the District's expenses. The blanks in section three will be filled in with the actual amounts the District will spend based on the budget you adopt. Section three is budget amendments and that just talks about how you can amend the budget. The reality is you can't really amend the budget upwards without going back through the assessment process.

On MOTION by Mr. Dodson seconded by Ms. Powell with all in favor Resolution 2016-45 Adopting the Budget for Fiscal Year 2017 was approved.

**B. Consideration of Resolution 2016-46, Imposing Special Assessments and Certifying an Assessment Roll**

On MOTION by Ms. Powell seconded by Mr. Dodson with all in favor the Public Hearing Imposing Special Assessments and Certifying an Assessment Roll was opened.

There were no members of the public in attendance.

On MOTION by Mr. Lancaster seconded by Mr. Dodson with all in favor the Public Hearing Imposing Special Assessments and Certifying an Assessment Roll was closed.

Mr. Haber stated the additional amount that Jim identified as a Developer contribution is not actually going to be an assessment. There is going to be an agreement between the District and the Developer and that agreement will obligate the Developer to pay an amount not to exceed the total amount identified in the contract. The true obligation for the Developer will be to pay the actual expenses. Resolution 2016-46 effectively imposes the operation and maintenance assessment. Probably the most relevant part for the board is the manner in which those assessments will be collected. You can dismiss section 3A in its entirety because I don't believe we are going to have any tax roll assessments this year. Section 3B talks about the collection of the assessments directly. In light of the fact that we are in capitalized interest period, we can delete any reference to the debt assessments and only refer to the collection of the operation and maintenance assessments. Prior to today's meeting, I spoke to your Chair and he wanted to discuss the collection schedule that we put in effect. The way it will work is once this board adopts a collection schedule then Jim's office will send an invoice to all of the property owners subject to these assessment and it will specify the amount and due dates for the assessments. It is not uncommon for Districts to see assessments collected on a quarterly basis.

Mr. Lancaster stated I don't want to burden anybody by paying the 50% upfront because the way I see this, is that it anticipates 50% upfront. It really should be flipped around with 25% and then maybe another 25% and then a 50%.



Mr. Oliver stated we can flip around the percentages but we may want to move up that first payment date. Could we do a date of October 15<sup>th</sup> for the first quarter if we do 25%?

Mr. Lancaster responded I think I am okay with that.

Mr. Oliver stated and then subsequent to that, we can do 25% at the beginning of each quarter. I would suggest October 15<sup>th</sup>, January 1<sup>st</sup>, April 1<sup>st</sup> and July 1<sup>st</sup>. I will get with Wes to revise the resolution.

On MOTION by Ms. Powell seconded by Mr. Dodson with all in favor Resolution 2016-46 Imposing Special Assessments and Certifying an Assessment Roll as amended.

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of Proposals for Landscape Installation**

Mr. Lancaster stated we are trying to get that out to bid by this Friday or next Monday. Maybe we can do another continued meeting for two weeks out. This item will be on the October 6, 2016 meeting agenda.

#### **SEVENTH ORDER OF BUSINESS**

#### **Consideration of Proposals for Irrigation System Installation**

Mr. Lancaster stated this item will be on the October 6, 2016 meeting agenda.

#### **EIGHTH ORDER OF BUSINESS**

#### **Consideration of Change Order to Vallencourt Agreement to add Horizontal Site Work Service on Amenity Center Site**

Mr. Haber stated the proposals are due to ETM on October 13<sup>th</sup> at 11:00 a.m.

#### **NINTH ORDER OF BUSINESS**

#### **Other Business**

There being none, the next item followed.

#### **TENTH ORDER OF BUSINESS**

#### **Staff Reports**

##### **A. District Counsel**

There being none, the next item followed.

##### **B. District Engineer – Ratification of Requisitions**

There being none, the next item followed.

**C. District Manager**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor's Request and Audience Comments**

There being none, the next item followed.

**TWELFTH ORDER OF BUSINESS**

**Financial Reports**

**A. Balance Sheet as of August 31, 2016 and Statement of Revenues & Expenditures**

Mr. Oliver stated included in your agenda package is the balance sheet and income statement as of August 31, 2016.

**B. Consideration of Funding Request No. 12**

Mr. Oliver stated included in your agenda package is Funding Request No. 12.

On MOTION by Ms. Powell seconded by Mr. Dodson with all in favor Funding Request No. 12 was approved.
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**THIRTEENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – October 19, 2016  
at 12:00 p.m. at the Offices of GMS**

Mr. Oliver stated the next scheduled meeting is October 19, 2016 at 12:00 p.m. at the Offices of GMS.

On MOTION by Ms. Powell seconded by Mr. Lancaster with all in favor the Meeting was Continued to October 6, 2016 at 11:30 a.m. at the Offices of GMS, 475 West Town Place, St. Augustine, Florida 32092.
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**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

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

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

*FOURTH ORDER OF BUSINESS*

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**Request for Proposals – Amenity Center Construction Project**  
**Evaluation Criteria**

1. *Personnel.* (10 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.* (20 Points)

(E.g. past record and experience of the respondent in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. *Understanding of Scope of Work.* (10 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Financial Capability.* (10 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity, necessary to complete the services required.

5. *Price.* (25 Total Points)

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal , (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor's fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

6. *Schedule.* (25 Points)

Points available for schedule will be allocated as follows:

15 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e. the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's timeline and the most expedited construction schedule.

10 Points will be allocated based on the Proposer's ability to credibly complete the project within the Proposer's schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also take into account the demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

	Ability of Personnel	Proposer's Experience	Understanding of Scope of Work	Ability to Furnish the Required Services	Price	Schedule	Point Total
	(e.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)	(e.g., past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character; integrity; reputation of respondent, etc.)	Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.	Extent to which the proposal demonstrates the adequacy of proposer's financial resources and stability as a business entity necessary to complete the services required.	Points will be awarded based upon the price bid for the rendering of the services and the reasonableness of the price to services.	Points for schedule will be awarded based on the most expedited construction schedule and the ability to credibly complete the project within the Proposer's schedule.	100
Proposer	10	20	10	10	25	25	

*FIFTH ORDER OF BUSINESS*

# Hopping Green & Sams

Attorneys and Counselors

## MEMORANDUM

To: Board of Supervisors  
Bannon Lakes Community Development District

From: Wesley S. Haber

Date: October 3, 2016

Re: Prompt Payment Policies and Procedures

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The purpose of this memorandum is to outline the Bannon Lakes Community Development District's ("District") responsibilities under the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) ("Act"). The Act requires districts to establish procedures for marking payment requests or invoices as "received" and to establish dispute resolution procedures in the event a dispute occurs between a district and a contractor.

The accompanying proposed resolution and policy ("Prompt Payment Policies and Procedures") sets forth specific policies and procedures to ensure timely payment to vendors or contractors providing goods or services to the District and to provide guidance in contracting matters. The Prompt Payment Policies and Procedures will provide more protection for the District by establishing a process to deny and resolve instances of improper invoices such as an invoice for goods or services that fail to meet the contract requirements. As required by the Act, the Prompt Payment Policies and Procedures delineate the procedure for accepting and calculating the date of payment for construction services and non-construction goods and services.

If you have questions regarding the Prompt Payment Act, or the attached proposed Resolution and Prompt Payment Policies and Procedures, please do not hesitate to contact me.



**RESOLUTION 2017-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Bannon Lakes Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in St. Johns County, Florida; and

**WHEREAS**, Chapter 218, Florida Statutes, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS**, the Board of Supervisors of the District (the "Board") accordingly finds that it is in the best interests of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as **Exhibit A** for immediate use and application.

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

**SECTION 1.** The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend them; provided, however, that as the provisions of Chapter 218, Florida Statutes, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. All District resolutions, policies or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed, except as noted below.

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

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

ATTEST:

**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Prompt Payment Policies and Procedures

# **BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**

## **Prompt Payment Policies and Procedures** **In Accordance With the Local Government Prompt Payment Act** **Chapter 218, Part VII, Florida Statutes**

\_\_\_\_\_, 2016

**Bannon Lakes Community Development District**  
**Prompt Payment Policies and Procedures**

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**I. Purpose**

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) (“PPA”), the purpose of the Bannon Lakes Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

**II. Scope**

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

**III. Definitions**

**A. Agent**

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

**B. Construction Services**

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

**C. Contractor or Provider of Construction Services**

The entity or individual that provides Construction Services through direct contract with the District.

**D. Date Stamped**

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method, which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the

Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

**E. Improper Invoice**

An invoice that does not conform to the requirements of a Proper Invoice.

**F. Improper Payment Request**

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

**G. Non-Construction Goods and Services**

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**H. Proper Invoice**

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

**I. Proper Payment Request**

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

**J. Provider**

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

**K. Purchase**

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

**L. Vendor**

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is \_\_\_\_\_. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone \_\_\_\_\_, email \_\_\_\_\_, Fax \_\_\_\_\_).

##### **D. Proper Invoice for Non-Construction Goods and Services**

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date
4. Invoice number

5. The "Bill To" party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of goods should also contain:
  - a. A complete item description
  - b. Quantity purchased
  - c. Unit price(s)
  - d. Total price (for each item)
  - e. Total amount of invoice (all items)
  - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of services should also contain:
  - a. Itemized description of services performed
  - b. The location and date of delivery of the services to the District
  - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
  - d. Itemization of other direct, reimbursable costs (including description and amount)
  - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
    - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
    - ii. Paid receipt
    - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV.A.-D., above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Contractor.

**V. Submission of Invoices and Payment Requests**

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. **Mailing and Drop Off Address**

c/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Email Address**

\_\_\_\_\_

**VI. Calculation of Payment Due Date**

**A. Non-Construction Goods and Services Invoices**

1. **Receipt of Proper Invoice**

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. **Receipt of Improper Invoice**

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. **Rejection of an Improper Invoice**

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

1. Be provided in writing;
2. Specify any and all known deficiencies; and
3. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.



If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

**4. Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Contractor may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Contractor shall identify the Agent to which the Contractor shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Contractor's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

**2. Receipt and Rejection of Improper Payment Request**

a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.

b. The District's rejection of the Improper Payment Request must:

1. Be provided in writing;
2. Specify any and all known deficiencies; and

3. State actions necessary to correct the Improper Invoice.

c. If a Contractor submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

**3. Payment of Undisputed Portion of Payment Request**

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

**VII. Resolution of Disputes**

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in § 218.735, Fla. Stat., for Construction Services, and § 218.76, Fla. Stat. for Non-Construction Goods and Services.

**A. Dispute between the District and a Contractor**

If a dispute between the District and a Contractor cannot be resolved following resubmission of a payment request by the Contractor, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

**B. Dispute Resolution Procedures**

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In

addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.

4. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
5. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
6. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

#### **VIII. Purchases Involving Federal Funds or Bond Funds**

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§ 218.77, Fla. Stat.).

#### **IX. Requirements for Construction Services Contracts – Project Completion; Retainage**

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, § 218.735 (7) and (8), Fla. Stat.

## **X. Late Payment Interest Charges**

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

### **A. Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§ 218.74 (4), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

### **B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month, or the rate specified by agreement, whichever is greater. The Contractor must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§ 218.735 (8)(i), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

### **C. Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§ 218.78, Fla. Stat.).

*SEVENTH ORDER OF BUSINESS*

*B.*

**REQUISITION NO. 28**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**  
**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 28
- (B) Name of Payee: Vallencourt Construction Co., Inc
- (C) Amount Payable: Total: \$324,546.48
- (D) Bannon Lakes CDD Invoice #7
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: September 27, 2016

**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

ENGLAND, THIMS & MILLER, INC.


By:   
W Scott Land  
Title: District Engineer







Exhibit "A"  
BANKRUPTCY SCHEDULE  
SCHEDULE OF ASSETS



Enclat "x"  
Boulevard Blvd.  
Saskatoon, SK

#	Scope of Work	Quantity	Unit	Unit Price	Quantity Installed/ Materials Last App.	Quantity Installed/ Materials This App.	Quantity Installed/ Materials Last Month	Quantity Installed/ Materials This Month	Total Installed This Month	Total Installed To Date	10% Retainage on Total Installed To Date	W Comp.
1	Maintenance Top Out	15.00	Each	\$251.10								0%
2	Pour Invert	5.00	Each	\$258.91								0%
3	8" SDR 26 Sewer Main	1,247.00	Linear Feet	\$418.08	1,247.00							0%
4	8" SDR 26 Sewer Main	1,247.00	Linear Feet	\$418.08								0%
5	Punch Out Sewer	1,389.00	Each	\$31.70								0%
13	TELEVISION INSPECTION AND REPORT (Sanitary Sewer)											0%
14	TV Test Sewer Main	1,389.00	Linear Feet	\$34.21								0%
15	SANITARY SEWER FORCEMAIN SYSTEM											0%
16	10" HDPE DR-11	800.00	Linear Feet	\$271.48								0%
17	10" PVC DR 18 Force Main	200.00	Linear Feet	\$492.88	200.00							0%
18	8" HDPE DR-11	400.00	Linear Feet	\$337.73								0%
19	8" PVC DR 18 Force Main	2,182.00	Linear Feet	\$173.57	2,182.00							0%
20	4" HDPE DR-11	800.00	Linear Feet	\$133.35								0%
21	4" PVC DR 18 Force Main	81.00	Linear Feet	\$1,544.00								0%
22	Valve Box Installation	7.00	Each	\$133.00								0%
23	Punch Out Force Main	3,820.00	Linear Feet	\$17.70								0%
24	Locate Wire Test for Force Main	3,820.00	Linear Feet	\$0.33								0%
25	Pressure Test for Force Main	3,820.00	Linear Feet	\$1.88								0%
26	SANITARY SEWER LIFT STATION #1											0%
27	Temporary Fee for SUCUD	1.00	Lump Sum	\$17,107.28								0%
28	Overhaul Lift Station 24-28 feet	1.00	Lump Sum	\$13,631.75	1.00							0%
29	UL Station - meter fees, water service, coordinates with SJ Pay	1.00	Lump Sum	\$2,105.51								0%
30	UL Station	1.00	Lump Sum	\$249,081.74	0.65							0%
31	STABILIZED ACCESS	448.00	Square Yard	\$36.51								0%
32	8" Unvented Standpipe to 10' Unbladder	448.00	Square Yard	\$0.53								0%
33	BL Final Unbladder 8" HDPE DR-11 to Unbladder	448.00	Square Yard	\$0.53								0%
34	POTABLE WATER DISTRIBUTION SYSTEM											0%
35	16" HDPE DR-11	120.00	Linear Feet	\$144.98								0%
36	12" DR18 PVC Water Main	3,040.00	Linear Feet	\$37.20	3,040.00							0%
37	10" DR18 PVC Water Main	228.00	Linear Feet	\$50.28								0%
38	10" HDPE DR-11	120.00	Linear Feet	\$94.45								0%
39	8" DR18 PVC Water Main	980.00	Linear Feet	\$40.70								0%
40	8" DR18 PVC Water Main	800.00	Linear Feet	\$173.28	40.00							0%
41	Simple Pole	8.00	Each	\$133.00								0%
42	Valve Box Installation	24.00	Each	\$133.00								0%
43	Flushing Hydrant	8.00	Each	\$2,713.35								0%
44	Pipe Hydrant	5.00	Each	\$573.40								0%
45	1" Single Water Service Elong	4.00	Each	\$170.00								0%
46	Punch Out for Water Main	4,340.00	Linear Feet	\$1.70								0%
47	Flushing & BT's for Water Main	4,340.00	Linear Feet	\$0.85								0%
48	Locate Wire Test for Water Main	4,340.00	Linear Feet	\$0.48								0%
49	Pressure Test for Water Main	4,340.00	Linear Feet	\$1.68								0%
50	REUSE DISTRIBUTION SYSTEM											0%
51	FLUSHING HYDRANT	10.00	Each	\$720.30								0%
52	20" HDPE REUSE DR 11	140.00	Linear Feet	\$131.41								0%
53	16" HDPE REUSE DR 11	140.00	Linear Feet	\$111.35								0%
54	12" DR18 PVC Reuse Main	3,100.00	Linear Feet	\$42.89	1,605.00							0%
55	10" HDPE REUSE DR 11	2,800.00	Linear Feet	\$40.15	2,800.00							0%
56	8" DR18 PVC Reuse Main	800.00	Linear Feet	\$95.42								0%
57	10" HDPE REUSE DR 11	200.00	Linear Feet	\$91.99								0%
58	8" DR18 PVC Reuse Main	600.00	Linear Feet	\$30.80	35.00							0%
59	4" DR18 PVC Reuse Main	400.00	Linear Feet	\$36.42								0%
60	Valve Box Installation	24.00	Each	\$133.00								0%
61	Punch Out for Reuse Main	8,460.00	Linear Feet	\$10.95								0%
62	Flushing for Reuse Main	8,460.00	Linear Feet	\$1.10								0%
63	Locate Wire Test for Reuse Main	8,460.00	Linear Feet	\$0.53								0%
64	Pressure Test for Reuse Main	8,460.00	Linear Feet	\$1.88								0%
65	WATER, REUSE, AND SANITARY SEWER AS-SUILTS											0%
66	AL-Build	1.00	Lump Sum	\$14,328.31	0.10							0%
67	ROADWAY UNDERDRAIN	10,000.00	Linear Feet	\$19.45								0%
68	Underdrain Cleanout	50.00	Each	\$282.00								0%
69	EROSION AND SEDIMENT CONTROL											0%
70	NPDES Permit Compliance	21,400.00	Linear Feet	\$0.50	1,500.00							0%
71	Erosion Control	21,400.00	Linear Feet	\$1.32	10,700.00							0%
72	Hay Bales	40.00	Each	\$8.84								0%



2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981	1980	1979	1978	1977	1976	1975	1974	1973	1972	1971	1970	1969	1968	1967	1966	1965	1964	1963	1962	1961	1960	1959	1958	1957	1956	1955	1954	1953	1952	1951	1950	1949	1948	1947	1946	1945	1944	1943	1942	1941	1940	1939	1938	1937	1936	1935	1934	1933	1932	1931	1930	1929	1928	1927	1926	1925	1924	1923	1922	1921	1920	1919	1918	1917	1916	1915	1914	1913	1912	1911	1910	1909	1908	1907	1906	1905	1904	1903	1902	1901	1900	1899	1898	1897	1896	1895	1894	1893	1892	1891	1890	1889	1888	1887	1886	1885	1884	1883	1882	1881	1880	1879	1878	1877	1876	1875	1874	1873	1872	1871	1870	1869	1868	1867	1866	1865	1864	1863	1862	1861	1860	1859	1858	1857	1856	1855	1854	1853	1852	1851	1850	1849	1848	1847	1846	1845	1844	1843	1842	1841	1840	1839	1838	1837	1836	1835	1834	1833	1832	1831	1830	1829	1828	1827	1826	1825	1824	1823	1822	1821	1820	1819	1818	1817	1816	1815	1814	1813	1812	1811	1810	1809	1808	1807	1806	1805	1804	1803	1802	1801	1800	1799	1798	1797	1796	1795	1794	1793	1792	1791	1790	1789	1788	1787	1786	1785	1784	1783	1782	1781	1780	1779	1778	1777	1776	1775	1774	1773	1772	1771	1770	1769	1768	1767	1766	1765	1764	1763	1762	1761	1760	1759	1758	1757	1756	1755	1754	1753	1752	1751	1750	1749	1748	1747	1746	1745	1744	1743	1742	1741	1740	1739	1738	1737	1736	1735	1734	1733	1732	1731	1730	1729	1728	1727	1726	1725	1724	1723	1722	1721	1720	1719	1718	1717	1716	1715	1714	1713	1712	1711	1710	1709	1708	1707	1706	1705	1704	1703	1702	1701	1700	1699	1698	1697	1696	1695	1694	1693	1692	1691	1690	1689	1688	1687	1686	1685	1684	1683	1682	1681	1680	1679	1678	1677	1676	1675	1674	1673	1672	1671	1670	1669	1668	1667	1666	1665	1664	1663	1662	1661	1660	1659	1658	1657	1656	1655	1654	1653	1652	1651	1650	1649	1648	1647	1646	1645	1644	1643	1642	1641	1640	1639	1638	1637	1636	1635	1634	1633	1632	1631	1630	1629	1628	1627	1626	1625	1624	1623	1622	1621	1620	1619	1618	1617	1616	1615	1614	1613	1612	1611	1610	1609	1608	1607	1606	1605	1604	1603	1602	1601	1600	1599	1598	1597	1596	1595	1594	1593	1592	1591	1590	1589	1588	1587	1586	1585	1584	1583	1582	1581	1580	1579	1578	1577	1576	1575	1574	1573	1572	1571	1570	1569	1568	1567	1566	1565	1564	1563	1562	1561	1560	1559	1558	1557	1556	1555	1554	1553	1552	1551	1550	1549	1548	1547	1546	1545	1544	1543	1542	1541	1540	1539	1538	1537	1536	1535	1534	1533	1532	1531	1530	1529	1528	1527	1526	1525	1524	1523	1522	1521	1520	1519	1518	1517	1516	1515	1514	1513	1512	1511	1510	1509	1508	1507	1506	1505	1504	1503	1502	1501	1500	1499	1498	1497	1496	1495	1494	1493	1492	1491	1490	1489	1488	1487	1486	1485	1484	1483	1482	1481	1480	1479	1478	1477	1476	1475	1474	1473	1472	1471	1470	1469	1468	1467	1466	1465	1464	1463	1462	1461	1460	1459	1458	1457	1456	1455	1454	1453	1452	1451	1450	1449	1448	1447	1446	1445	1444	1443	1442	1441	1440	1439	1438	1437	1436	1435	1434	1433	1432	1431	1430	1429	1428	1427	1426	1425	1424	1423	1422	1421	1420	1419	1418	1417	1416	1415	1414	1413	1412	1411	1410	1409	1408	1407	1406	1405	1404	1403	1402	1401	1400	1399	1398	1397	1396	1395	1394	1393	1392	1391	1390	1389	1388	1387	1386	1385	1384	1383	1382	1381	1380	1379	1378	1377	1376	1375	1374	1373	1372	1371	1370	1369	1368	1367	1366	1365	1364	1363	1362	1361	1360	1359	1358	1357	1356	1355	1354	1353	1352	1351	1350	1349	1348	1347	1346	1345	1344	1343	1342	1341	1340	1339	1338	1337	1336	1335	1334	1333	1332	1331	1330	1329	1328	1327	1326	1325	1324	1323	1322	1321	1320	1319	1318	1317	1316	1315	1314	1313	1312	1311	1310	1309	1308	1307	1306	1305	1304	1303	1302	1301	1300	1299	1298	1297	1296	1295	1294	1293	1292	1291	1290	1289	1288	1287	1286	1285	1284	1283	1282	1281	1280	1279	1278	1277	1276	1275	1274	1273	1272	1271	1270	1269	1268	1267	1266	1265	1264	1263	1262	1261	1260	1259	1258	1257	1256	1255	1254	1253	1252	1251	1250	1249	1248	1247	1246	1245	1244	1243	1242	1241	1240	1239	1238	1237	1236	1235	1234	1233	1232	1231	1230	1229	1228	1227	1226	1225	1224	1223	1222	1221	1220	1219	1218	1217	1216	1215	1214	1213	1212	1211	1210	1209	1208	1207	1206	1205	1204	1203	1202	1201	1200	1199	1198	1197	1196	1195	1194	1193	1192	1191	1190	1189	1188	1187	1186	1185	1184	1183	1182	1181	1180	1179	1178	1177	1176	1175	1174	1173	1172	1171	1170	1169	1168	1167	1166	1165	1164	1163	1162	1161	1160	1159	1158	1157	1156	1155	1154	1153	1152	1151	1150	1149	1148	1147	1146	1145	1144	1143	1142	1141	1140	1139	1138	1137	1136	1135	1134	1133	1132	1131	1130	1129	1128	1127	1126	1125	1124	1123	1122	1121	1120	1119	1118	1117	1116	1115	1114	1113	1112	1111	1110	1109	1108	1107	1106	1105	1104	1103	1102	1101	1100	1099	1098	1097	1096	1095	1094	1093	1092	1091	1090	1089	1088	1087	1086	1085	1084	1083	1082	1081	1080	1079	1078	1077	1076	1075	1074	1073	1072	1071	1070	1069	1068	1067	1066	1065	1064	1063	1062	1061	1060	1059	1058	1057	1056	1055	1054	1053	1052	1051	1050	1049	1048	1047	1046	1045	1044	1043	1042	1041	1040	1039	1038	1037	1036	1035	1034	1033	1032	1031	1030	1029	1028	1027	1026	1025	1024	1023	1022	1021	1020	1019	1018	1017	1016	1015	1014	1013	1012	1011	1010	1009	1008	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**WAIVER AND RELEASE OF LIEN  
CONDITIONAL UPON PROGRESS PAYMENT**

The undersigned Lienor, upon payment from the licensee, of the sum of \$ 324,546.48, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through July 20, 2016 on the job of RREF-III-P-EP Bannon Lakes JV Member, LLC to the following described property:

**Project:** Bannon Lakes  
**Location:** International Golf Parkway, St. Augustine, FL 32095  
**Invoice#:** 4031-7

This waiver and release does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor.

Dated on: July 27, 2016

**Lienor's Name:** Vallencourt Construction Co., Inc.

**Address:** P.O. Box 65849  
Orange Park, FL 32065

**Phone:** 904-291-9330

By: 

**Printed Name:** Steven Jordan

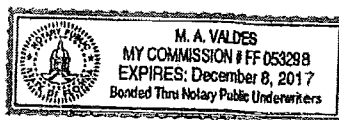
**Title:** Chief Financial Manager

**STATE OF FLORIDA  
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me this 27th day of July 2016 by Steven Jordan of Vallencourt Construction Co., Inc., a Florida corporation, on behalf of the corporation.

Personally known X or Produced Identification                      Type of Identification                     

  
Notary Public



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).  
Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

**REQUISITION NO. 29**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**

**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 29
- (B) Name of Payee: England Thims & Miller
- (C) Amount Payable: Total: \$11,921.27
- (D) Bannon Lakes CDD Invoice #0182261, 0182265, 0182264
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: September 30, 2016

**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

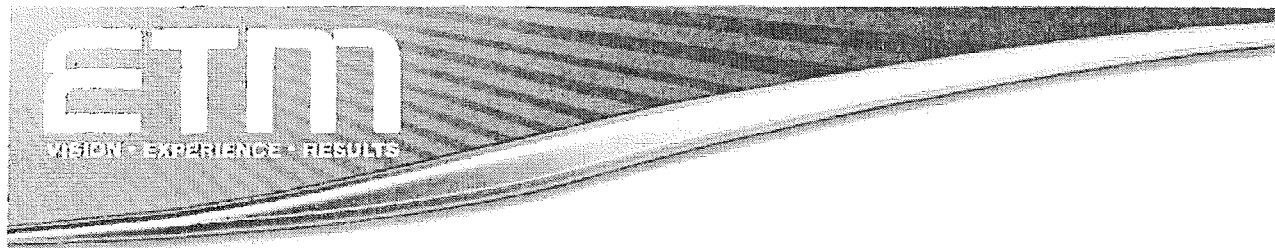
By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

ENGLAND, THIMS & MILLER, INC.

By:   
W. Scott Land  
Title: District Engineer



Eastland Partners, LLC  
 700 Ponte Vedra Lakes Boulevard  
 Ponte Vedra Beach, FL 32082

September 08, 2016  
 Project No: 13061.06001  
 Invoice No: 0182261

Project 13061.06001 Bannan Lakes-Master Infrastructure Bid Documents  
 Effort related to the maintenance of traffic plans for the re-use main crossing of IGP.

**Professional Services rendered through August 31, 2016**

**Professional Personnel**

	Hours	Rate	Amount
Senior Engineer	4.00	180.00	720.00
Totals	4.00		720.00
<b>Total Labor</b>			<b>720.00</b>

**Expenses**

Reproductions		1.02	
<b>Total Expenses</b>	<b>1.15 times</b>	<b>1.02</b>	<b>1.17</b>

**Invoice Total this Period** **\$721.17**

**Outstanding Invoices**

Number	Date	Balance
0181762	6/30/2016	1,080.00
<b>Total</b>		<b>1,080.00</b>

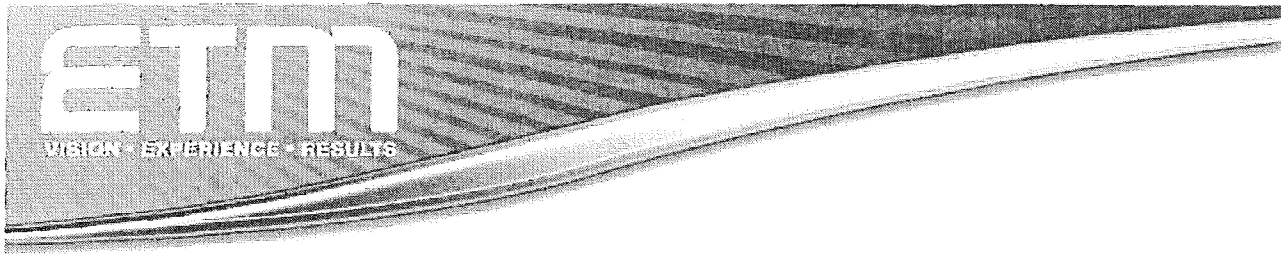
**Total Now Due** **\$1,801.17**

*Boalalend*  
*Edgewood*  
*CDD*

**England-Thim & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
 11775 Old St. Augustine Road • Jacksonville, Florida 32238 • Tel 904-442-8990 • Fax 904-442-8115  
 E-mail: info@etmllc.com





Eastland Partners, LLC  
700 Ponte Vedra Lakes Boulevard  
Ponte Vedra Beach, FL 32082

September 08, 2016  
Project No: 13061.05000  
Invoice No: 0182265

Project 13061.05000 Bannan Lakes Amenity Center

**Professional Services rendered through August 31, 2016**

Task Lump Sum

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
A.Incremental MDP	7,500.00	100.00	7,500.00	7,500.00	0.00
B.Preparation of Site/Civil Constr.Docs	34,700.00	100.00	34,700.00	32,965.00	1,735.00
C1.FDEP Water & Sewer	2,600.00	90.00	2,340.00	1,300.00	1,040.00
D1.Shop Drawing & Review	3,000.00	0.00	0.00	0.00	0.00
Total Fee	47,800.00		44,540.00	41,765.00	2,775.00

Total Fee 2,775.00

Total this Task \$2,775.00

Task D. Construction Administration

Task 2. On-Site Construction Observation

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit			21,000.00
Remaining			21,000.00

Total this Task 0.00

Total this Task 0.00

Task XP Expenses

**Expenses**

Reproductions			108.57
Delivery / Messenger Svc			75.40
Permits			409.00
Total Expenses		1.1 times	592.97

652.27

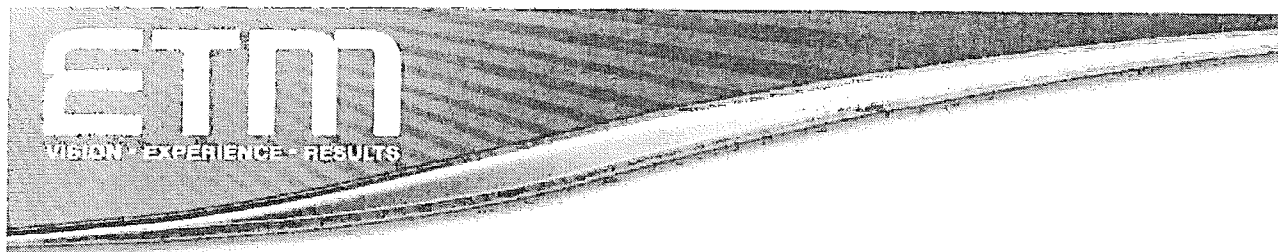
	Current	Prior	To-Date
Expenses	652.27	1,784.23	2,436.50
Contract Limit			5,000.00
Remaining			2,563.50

Total this Task \$652.27

Invoice Total this Period

\$3,427.27

*Bannan Lakes Amenity Center*  
ADD / ENCL.



Eastland Partners, LLC  
 700 Ponte Vedra Lakes Boulevard  
 Ponte Vedra Beach, FL 32082

September 08, 2016  
 Project No: 13061.06000  
 Invoice No: 0182264

Project 13061.06000 Bannon Lakes Master Infrastructure

**Professional Services rendered through August 31, 2016**

Task Lump Sum

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
A.Incremental MDP	7,500.00	100.00	7,500.00	7,500.00	0.00
B.Master Drain.Plan of Overall Project	15,000.00	100.00	15,000.00	15,000.00	0.00
C.Mstr Pot.Wtr,San.Sew,ReUse Pln of Over	8,000.00	100.00	8,000.00	8,000.00	0.00
D.Prep.of Site/Construction Documents	234,000.00	100.00	234,000.00	234,000.00	0.00
E.Landscape & Irrigation	11,500.00	100.00	11,500.00	11,500.00	0.00
F1.SJRWMD ERP	15,000.00	100.00	15,000.00	15,000.00	0.00
F3.FDEP Potable Water Distri.System	2,600.00	100.00	2,600.00	2,600.00	0.00
F4.FDEP Sanitary Sewer Collection System	2,600.00	100.00	2,600.00	2,600.00	0.00
F5.EPA-NPDES-General Notice of Intent	1,500.00	100.00	1,500.00	1,500.00	0.00
G1.Bid Documents	5,000.00	100.00	5,000.00	5,000.00	0.00
G2.Shop Drawing Review	5,000.00	60.00	3,000.00	3,000.00	0.00
H.Hydrologic & Hydraulic Analysis-Gemini	15,000.00	96.6667	14,500.01	14,500.01	0.00
I.Protect.Wildlife Data&Field Assess(ERS	1,100.00	100.00	1,100.00	1,100.00	0.00
J.Protect.Wildlife Assess.Rpt (ERS)	680.00	100.00	680.00	680.00	0.00
Total Fee	324,480.00		321,980.01	321,980.01	0.00

Total Fee 0.00

Total this Task 0.00

Task	F.	Environmental/Regulatory Permitting
Task	2.	Army Corps of Engineers (if applicable)
		Current Prior To-Date
Total Billings		0.00 0.00 0.00
Contract Limit		5,000.00
Remaining		5,000.00

Total this Task 0.00

Total this Task 0.00

Task	G.	Construction Administration			
Task	3.	On-Site Construction Observation			
<b>Professional Personnel</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Engineer			9.50	155.00	1,472.50
Inspector			54.50	105.00	5,722.50
	<b>Totals</b>		64.00		7,195.00
	<b>Total Labor</b>				<b>7,195.00</b>
			<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings			7,195.00	22,075.00	29,270.00
Contract Limit					50,000.00
Remaining					20,730.00
				<b>Total this Task</b>	<b>\$7,195.00</b>
				<b>Total this Task</b>	<b>\$7,195.00</b>

Task K Additional Services

Revise phasing of project and add lift station.

Total this Task 0.00

Task	XP	Expenses			
<b>Expenses</b>					
Mileage					248.40
Reproductions					28.82
Wireless Telephone					9.64
Permits					356.00
	<b>Total Expenses</b>		1.1 times		642.86
					707.15
			<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Expenses			707.15	9,422.17	10,129.32
Contract Limit					10,000.00
Adjustment					-129.32
				<b>Total this Task</b>	<b>\$577.83</b>

Invoice Total this Period \$7,772.83

*Brinkman*  
*ENGINEERING*  
*077*

**REQUISITION NO. 30**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**

**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 30
- (B) Name of Payee: RREF III-P-EP Bannon Lakes JV, LLC
- (C) Amount Payable: Total: \$21,444.00
- (D) Bannon Lakes CDD Invoice #2
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;

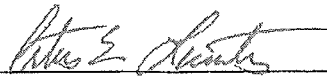
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: September 30, 2016


**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

ENGLAND, THIMS & MILLER, INC.

By:   
W. Scott Land  
Title: District Engineer

RREF III-P-EP Bannan Lakes JV, LLC

700 Ponte Vedra Lakes Blvd.  
Ponte Vedra Bch, FL 32082

# Invoice

Date	Invoice #
9/9/2016	2

Bill To
Bannan Lakes CDD C/O GMS 475 West Town Place Suite 114 World Golf Village St Augustine, FL 32092

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Reimburse RREF III-P-EP Bannan Lakes JV LLC for Florida Power and Light costs incurred to remove facilities from poles. FPL invoice attached.	21,444.00	21,444.00
		<b>Total</b>	\$21,444.00

**Work Request Charges Quotation**  
**FPL-Power Systems**

To: ARTHUR E LANCASTER  
2200 INTERNATIONAL GOLF PKWY  
SAINT AUGUSTINE, 32095

Quote Number: NF68241071  
Description: COST TO REMOVE ALL FPL FACILITIES FROM  
POLES.

Quote Date: 4/12/2016  
Preferred Option: Yes  
No. Payments:  
Project:

**Quotation Details**

Description	Refundable?	Unit Cost	Quantity	Total	Due Before Work	Paid
Lump Sum	No	21,444.00	1	21,444.00	Y	

Charges Due Before Work Starts:	21,444.00	
Tax:	0.00	
Subtotal:		21,444.00

Charges Due On Completion:	0.00	
Tax:	0.00	
Subtotal:		0.00

Total Charges:	21,444.00
Total Tax:	0.00
Total Including Tax:	21,444.00
Total Refundable:	0.00
Total Non-Refundable:	21,444.00

**REQUISITION NO. 31**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**  
**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 31
- (B) Name of Payee: Hopping Green & Sams
- (C) Amount Payable: Total: \$2,899.08
- (D) Bannon Lakes CDD Invoice #86717, 87184, 87781, 88140, 88642
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

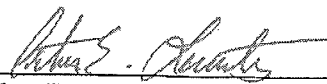
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.



Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: September 30, 2016

**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

ENGLAND, THIMS & MILLER, INC.

By:   
W. Scott Land  
Title: District Engineer

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

February 29, 2016

Bannon Lakes Community Development District  
c/o GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 86717  
Billed through 01/31/2016

## Project Construction

BLCDD 00103 WSH

### FOR PROFESSIONAL SERVICES RENDERED

01/26/16	WSH	Confer with Lancaster and begin preparation of assignment documents.	0.80 hrs
01/27/16	WSH	Review and revise contract assignment documents; confer with Lancaster, Land and Giles regarding same.	1.80 hrs
01/28/16	WSH	Confer with Giles and Lancaster regarding assignment documents for Valencourt contract.	0.30 hrs
01/29/16	WSH	Confer with Lancaster and Earlywine regarding agreement for amenity facilities.	0.40 hrs
Total fees for this matter			\$907.50

### MATTER SUMMARY

Haber, Wesley S.	3.30 hrs	275 /hr	\$907.50
TOTAL FEES			\$907.50
TOTAL CHARGES FOR THIS MATTER			<u>\$907.50</u>

### BILLING SUMMARY

Haber, Wesley S.	3.30 hrs	275 /hr	\$907.50
TOTAL FEES			\$907.50
TOTAL CHARGES FOR THIS BILL			<u>\$907.50</u>

Please include the bill number on your check.

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

March 31, 2016

Bannon Lakes Community Development District  
c/o GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 87184  
Billed through 02/29/2016

## Project Construction

BLCDD 00103 WSH

### FOR PROFESSIONAL SERVICES RENDERED

02/02/16	WSH	Confer with Earlywine and Lancaster regarding procurement for architectural services and amenity center contract; confer with Oliver regarding same.	0.50 hrs
02/05/16	WSH	Review and revise CCNA notice for architectural services; confer with Lancaster regarding same; confer with Land regarding status of certificate.	0.60 hrs
02/08/16	WSH	Finalize RFQ for architectural services; confer with Oliver and Lancaster regarding same.	0.60 hrs
02/09/16	WSH	Research ability to delegate authority to choose contractor under CCNA.	0.70 hrs
02/18/16	WSH	Review correspondence regarding RFQ for architectural services.	0.20 hrs
02/22/16	WSH	Confer with Giles regarding pond conveyance.	0.40 hrs
02/26/16	WSH	Review proposals for architectural services and research issue regarding business enterprise.	0.80 hrs
02/29/16	WSH	Confer with Oliver regarding RFQ; prepare for meeting to evaluate proposals.	0.90 hrs
Total fees for this matter			\$1,292.50

### MATTER SUMMARY

Haber, Wesley S.	4.70 hrs	275 /hr	\$1,292.50
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TOTAL FEES	\$1,292.50
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TOTAL CHARGES FOR THIS MATTER	<u>\$1,292.50</u>
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### BILLING SUMMARY

Haber, Wesley S.	4.70 hrs	275 /hr	\$1,292.50
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TOTAL FEES	\$1,292.50
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**TOTAL CHARGES FOR THIS BILL**

**\$1,292.50**

**Please include the bill number on your check.**

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

April 30, 2016

Bannon Lakes Community Development District  
c/o GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 87781  
Billed through 03/31/2016

## Project Construction

BLCDD 00103 WSH

### FOR PROFESSIONAL SERVICES RENDERED

03/01/16	WSH	Finalize scoring tool for RFQ and confer with Oliver regarding same.	0.60 hrs
Total fees for this matter			\$165.00

### MATTER SUMMARY

Haber, Wesley S.	0.60 hrs	275 /hr	\$165.00
TOTAL FEES			\$165.00
TOTAL CHARGES FOR THIS MATTER			<u>\$165.00</u>

### BILLING SUMMARY

Haber, Wesley S.	0.60 hrs	275 /hr	\$165.00
TOTAL FEES			\$165.00
TOTAL CHARGES FOR THIS BILL			<u>\$165.00</u>

Please include the bill number on your check.

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

May 31, 2016

Bannon Lakes Community Development District  
c/o GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 88140  
Billed through 04/30/2016

## Project Construction

BLCDD 00103 WSH

### FOR PROFESSIONAL SERVICES RENDERED

04/04/16	WSH	Review and revise agreement for architectural services.	0.50 hrs
04/04/16	KFJ	Confer with Haber; prepare agreement for architectural design services.	0.90 hrs
04/06/16	WSH	Confer with Basham regarding agreement for architectural services.	0.50 hrs
04/26/16	WSH	Confer with Sovine regarding status of architectural agreement.	0.10 hrs
Total fees for this matter			\$415.00

### MATTER SUMMARY

Jusevitch, Karen F.- Paralegal	0.90 hrs	125 /hr	\$112.50
Haber, Wesley S.	1.10 hrs	275 /hr	\$302.50

TOTAL FEES \$415.00

TOTAL CHARGES FOR THIS MATTER \$415.00

### BILLING SUMMARY

Jusevitch, Karen F.- Paralegal	0.90 hrs	125 /hr	\$112.50
Haber, Wesley S.	1.10 hrs	275 /hr	\$302.50

TOTAL FEES \$415.00

TOTAL CHARGES FOR THIS BILL \$415.00

Please include the bill number on your check.

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

June 30, 2016

Bannon Lakes Community Development District  
c/o GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 88642  
Billed through 05/31/2016

## Project Construction

BLCDD 00103 WSH

## FOR PROFESSIONAL SERVICES RENDERED

05/03/16 WSH Confer with Lancaster regarding widening of IGP and removal of transmission lines. 0.40 hrs

Total fees for this matter \$110.00

## MATTER SUMMARY

Haber, Wesley S. 0.40 hrs 275 /hr \$110.00

TOTAL FEES \$110.00

INTEREST CHARGE ON PAST DUE BALANCE \$9.08

TOTAL CHARGES FOR THIS MATTER \$119.08

## BILLING SUMMARY

Haber, Wesley S. 0.40 hrs 275 /hr \$110.00

TOTAL FEES \$110.00

INTEREST CHARGE ON PAST DUE BALANCE \$9.08

TOTAL CHARGES FOR THIS BILL \$119.08



Please include the bill number on your check.

# Hopping Green & Sams

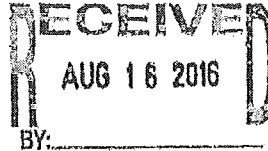
Attorneys and Counselors

110 S. Monroe Street  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

===== STATEMENT =====

August 09, 2016

Bannon Lakes Community Development District  
c/o GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092



## Project Construction

00103 BLCDD WSH

Our records indicate that the following bills are outstanding:

DATE	BILL NO.	AMOUNT BILLED	AMOUNT DUE
02/29/2016	86717	\$907.50	\$907.50
03/31/2016	87184	\$1,292.50	\$1,292.50
04/30/2016	87781	\$165.00	\$165.00
05/31/2016	88140	\$415.00	\$415.00
06/30/2016	88642	\$119.08	\$119.08

=====

<b>TOTAL BALANCE DUE:</b>	<b>\$2,899.08</b>
---------------------------	-------------------

0 - 30 Days	31 - 60 Days	61 - 90 Days	91 - 120 Days	Over 121 Days
\$0.00	\$119.08	\$415.00	\$165.00	\$2,200.00



**REQUISITION NO. 32**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**  
**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 32
- (B) Name of Payee: Vallencourt Construction Co., Inc.
- (C) Amount Payable: Total: \$362,155.76
- (D) Bannon Lakes CDD Invoice ~~#86717, 87184, 87781, 88140, 88642~~ **#9**
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: September 30, 2016


**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

ENGLAND, THIMS & MILLER, INC.

By:   
W Scott Land  
Title: District Engineer

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO: HEEF H&S Bldg. & Mfg.  
1475 W. Augustine Rd.  
Jacksonville, FL 32218

PROJECT: Bannock Lakes Blvd.  
International Golf Parkway  
St. Augustine, FL

(Instructions on reverse side)

APPLICATION NO: 4120-  
PERIOD TO: 2006

Distribution to:  
[ ] OWNER  
[ ] ARCHITECT  
[ ] CONTRACTOR

FROM: VALLENCOURT CONSTRUCTION CO., INC.  
P.O. BOX 65849  
ORANGE PARK, FL 32065

ARCHITECTS  
PROJECT NO:

## CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		DEDUCTIONS	
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			

Net change by Change Orders  
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown issued and payments received from the Owner, and that current payment shown herein is now due.

## CONTRACT DATE:

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM.	\$ 5,025,816.32
2. Net change by Change Orders	\$
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 5,025,816.32
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 3,627,181.07

## 5. RETAINAGE:

- a. 10 % of Completed Work \$ 362,718.11  
(Column D + E on G703)  
b. % of Stored Materials \$  
(Column F on G703)

Total Retainage (Line 5a + 5b or

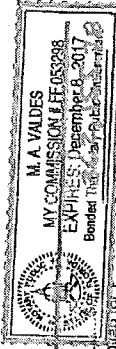
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 362,718.11
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 3,264,462.96

8. CURRENT PAYMENT DUE	\$ 2,902,307.18
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 3,662,155.78
	\$ 1,761,353.36

## CONTRACTOR:

By: ALO Bto Date: 27

State of: FLORIDA County of: CLAY  
Subscribed and sworn to before me this 27th day of Sep-16  
Notary Public: M.A. Valdes  
My Commission Expires: 12/31/17



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

## AMOUNT CERTIFIED:

(Attach explanation if amount certified differs from the amount applied for.)  
By: M.A. Valdes Date: 9/27/16  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 "APPLICATION AND CERTIFICATE FOR PAYMENT" MAY 1983 EDITION "AIA" © 1983  
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON D.C. 20006

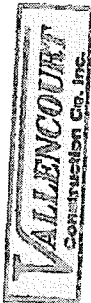


Exhibit "A"  
Bannock Lakes Blvd.  
Schedule of Values

Scope of Work		Quantity	Unit	Unit Price	Quantity Interfaced Microsites Let App.	Quantity Interfaced/ Microsites This App.	Quantity Installed To Date	Stored Microsites Used Last Month	Stored Microsites Used This Month	Total Installed This Period	10% Retention on Total Installed This Period	Total Installed To Date	Project Total	% Comp.
1. BOND		1.00	Lump Sum	\$38,983.32			1.00					38,983.32	18,853.92	180%
2. PAYMENT & PERFORMANCE BOND		1.00	Lump Sum	\$57,901.48						12,363.72		50,269.60	24,485.92	100%
3. MOBILIZATION AND SITE PREPARATION		2.00	Each	\$4,138.00	0.55	0.55						8,276.00	3,643.92	100%
4. GENERAL CONDITIONS		1.00	Lump Sum	\$57,681.86	1.35	0.20						57,681.86	27,000.36	100%
5. SURVEYING		1.00	Lump Sum	\$57,681.86	0.70	0.20						57,681.86	27,000.36	100%
6. DEMOLITION		1.00	Lump Sum	\$10,241.44	1.00							10,241.44	5,120.72	100%
7. SITE TOPSOIL & Haul to Ponds		14.20	Acre	\$3,775.23	14.20							51,609.26	24,772.80	100%
8A. ROADWAY/PAVEMENT GRADING		60,300.00	Cubic Yard	\$2.59	60,300.00							102,411.44	51,205.72	100%
9. SITE EARTHWORK		51,471.00	Cubic Yard	\$1.35	51,471.00							155,974.00	77,987.00	100%
10. Final Driveway		151,212.00	Cubic Yard	\$1.35	151,212.00							207,190.80	103,595.40	100%
11. Final Driveway		155,200.00	Cubic Yard	\$0.23	155,200.00							207,190.80	103,595.40	100%
12. Final Driveway		419,820.00	Cubic Yard	\$0.43	419,820.00							207,190.80	103,595.40	100%
13. Final Driveway		32,000.00	Square Yard	\$0.36	32,000.00							207,190.80	103,595.40	100%
14. Final Driveway		15,300.00	Square Yard	\$4.76	15,300.00							207,190.80	103,595.40	100%
15. Final Driveway		13,650.00	Square Yard	\$12.75	13,650.00							207,190.80	103,595.40	100%
16. Final Driveway		12,340.00	Square Yard	\$9.00	12,340.00							207,190.80	103,595.40	100%
17. Final Driveway		7,830.00	Square Yard	\$7.27	7,830.00							207,190.80	103,595.40	100%
18. Final Driveway		101.00	Linear Feet	\$14.96	101.00							207,190.80	103,595.40	100%
19. Final Driveway		12,340.00	Square Yard	\$5.54	12,340.00							207,190.80	103,595.40	100%
20. Final Driveway		1.00	Lump Sum	\$8,558.57								207,190.80	103,595.40	100%
21. Final Driveway		686,730.00	Cubic Yard	\$2.17	686,730.00							207,190.80	103,595.40	100%
22. Final Driveway		1,800.00	Linear Feet	\$14.52	1,800.00							207,190.80	103,595.40	100%
23. Final Driveway		3,724.00	Cubic Yard	\$3.97	3,724.00							207,190.80	103,595.40	100%
24. Final Driveway		68,845.00	Square Yard	\$0.23	68,845.00							207,190.80	103,595.40	100%
25. Final Driveway		187,200.00	Square Yard	\$0.23	187,200.00							207,190.80	103,595.40	100%
26. Final Driveway		1,844.00	Linear Feet	\$14.17	1,844.00							207,190.80	103,595.40	100%
27. Final Driveway		1.00	Each	\$4,611.29	1.00							207,190.80	103,595.40	100%
28. Final Driveway		1.00	Each	\$2,068.78	1.00							207,190.80	103,595.40	100%
29. Final Driveway		1.00	Each	\$2,842.26	1.00							207,190.80	103,595.40	100%
30. Final Driveway		340.00	Linear Feet	\$342.13	340.00							207,190.80	103,595.40	100%
31. Final Driveway		3.00	Each	\$640.01	3.00							207,190.80	103,595.40	100%
32. Final Driveway		2.00	Each	\$640.01	2.00							207,190.80	103,595.40	100%
33. Final Driveway		2.00	Each	\$7,628.89	2.00							207,190.80	103,595.40	100%
34. Final Driveway		1.00	Each	\$3,491.82	1.00							207,190.80	103,595.40	100%
35. Final Driveway		352.00	Linear Feet	\$5,316.86	352.00							207,190.80	103,595.40	100%
36. Final Driveway		184.00	Linear Feet	\$43.13	184.00							207,190.80	103,595.40	100%
37. Final Driveway		432.00	Linear Feet	\$50.35	432.00							207,190.80	103,595.40	100%
38. Final Driveway		6.00	Linear Feet	\$76.83	6.00							207,190.80	103,595.40	100%
39. Final Driveway		144.00	Linear Feet	\$59.35	144.00							207,190.80	103,595.40	100%
40. Final Driveway		246.00	Linear Feet	\$49.89	246.00							207,190.80	103,595.40	100%
41. Final Driveway		152.00	Linear Feet	\$114.50	152.00							207,190.80	103,595.40	100%
42. Final Driveway		216.00	Linear Feet	\$147.63	216.00							207,190.80	103,595.40	100%
43. Final Driveway		2.00	Each	\$31,412.55	2.00							207,190.80	103,595.40	100%
44. Final Driveway		1,895.00	Linear Feet	\$1.70	1,895.00							207,190.80	103,595.40	100%
45. Final Driveway		1,895.00	Linear Feet	\$6.32	1,895.00							207,190.80	103,595.40	100%
46. Final Driveway		1.00	Lump Sum	\$14,325.31								207,190.80	103,595.40	100%
47. Final Driveway		1,389.00	Linear Feet	\$15.88	1,389.00							207,190.80	103,595.40	100%
48. Final Driveway		15.00	Each	\$8,220.15	15.00							207,190.80	103,595.40	100%
49. Final Driveway		1.00	Lump Sum	\$14,325.31								207,190.80	103,595.40	100%
50. Final Driveway		1,389.00	Linear Feet	\$15.88	1,389.00							207,190.80	103,595.40	100%
51. Final Driveway		15.00	Each	\$8,220.15	15.00							207,190.80	103,595.40	100%



James M. Smith, Jr.  
University of Virginia

Bonnin Lake Blvd.  
Schaumburg, IL 60196

Item	Unit Protection	Scope of Work	Quantity	Unit	Unit Price	Quantity Installed/ Interlock/ Meters/ This App.	Quantity Installed to Date	Stored Materials Used This Month	Total Stored Materials	Total Installed This Month	Total Installed To Date	10% Retention on Total Installed This Month	Project Total	% Comp.	
22	STORM WATER POLLUTION PREVENTION PLAN?		18.00	Each	\$157.81	2.00	14.00					28.42	2,842.38	78%	
	NPDES Permit Compliance		1.00	Lump Sum	\$11,829.58	0.80	0.80				9,060.07	2,088.00	12,100.00	60%	
23	TESTING		1.00	Each	\$421.10	0.80	0.80				8,422	3,139.20	11,265.84	65%	
24	Earthwork Density Testing	BANNON LAKES	1.00	Lump Sum	\$23,876.50	0.80	0.80				16,001.20	7,580	421.10	65%	
	Maintenance of Traffic		1.00	Lump Sum	\$9,767.51	0.80	0.80				6,297.77	2,527.77	23,876.50	80%	
25	CONCRETE SIDEWALKS/MULTIUSE PATH		1.00	Lump Sum	\$9,767.51	0.80	0.80				1,735.30	5,101.20	38,876.50	80%	
	Subsoil Stabilization LBR 40 for mulch use path		5,308.00	Square Yard	\$5.19	1,000.00	1,000.00				12,981.9	7,516.01	9,973.31	90%	
	4" Crushed Concrete Base Multiuse path 12' WIDE		1,814.00	Square Yard	\$2.43	750.00	750.00				26,731.20	9,707.21	9,707.21	90%	
	BC 1" Asphalt S-3 Multi use path		4,763.00	Square Yard	\$3.68	1,000.00	1,000.00				187,486.83	17,468.83	17,468.83	100%	
	BC Prime crushcrete base for Multiuse path		4,218.00	Square Yard	\$7.53	480.00	480.00				7,161.32	2,161.32	2,161.32	100%	
	5" Sidewalk 4" thick 4000 psi concrete		4,763.00	Square Feet	\$4.53	480.00	480.00				1,821.50	4,003.00	4,003.00	100%	
	A.D.A. Handicap Ramps 5' wide sidewalk		16,325.00	Square Feet	\$3.09	750.00	750.00				2,614.40	48,010.58	48,010.58	100%	
	A.D.A. Walk on asphalt path		8.00	Each	\$151.61	6.00	6.00				254.40	3,324.39	3,324.39	100%	
26	SLEEVE ALLOWANCE		200.00	Square Feet	\$27.37	200.00	200.00				2,250.00	68,015.00	68,015.00	100%	
	Irrigation Screens 2"		1.00	Linear Feet	\$4.04	1.00	1.00				57.46	247.46	247.46	100%	
	Irrigation Screens 3"		1.00	Linear Feet	\$7.31	1.00	1.00				3,474.00	3,474.00	3,474.00	100%	
	Irrigation Screens 6"		1.00	Linear Feet	\$6.85	1.00	1.00				9,922.62	9,922.62	9,922.62	100%	
	NPDES Permit Compliance		1.00	Lump Sum	\$9.41							2.31	8.64	8.64	100%
	NPDES Permit Compliance		1.00	Lump Sum	\$3,942.82	1.00	1.00					8.85	8.85	8.85	100%
												8.41	8.41	8.41	100%
												2,942.82	3,942.82	3,942.82	100%

Schedule of Values

402,283.333,827,161.076,620,516.3272,747.47

**WAIVER AND RELEASE OF LIEN  
CONDITIONAL UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment from the lienee, of the sum of \$ 362,155.78, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through September 19, 2016 on the job of RREF-III-P-EP Bannan Lakes JV Member, LLC to the following described property :

**Project:** Bannan Lakes  
**Location:** International Golf Parkway, St. Augustine, FL 32095  
**Invoice#:** 4120-9

This waiver and release does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor.

**Dated on:** September 27, 2016

**Lienor's Name:** Vallencourt Construction Co., Inc.  
**Address:** P.O. Box 65849  
Orange Park, FL 32065  
**Phone:** 904-291-9330

**By:** Steven Jordan

**Printed Name:** Steven Jordan  
**Title:** Chief Financial Manager

**STATE OF FLORIDA  
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me this 27 day of Sept. 2016 by Steven Jordan of Vallencourt Construction Co., Inc., a Florida corporation, on behalf of the corporation.

Personally known X or Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_

M. A. Valdes  
Notary Public



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).  
Effective October 1, 1996, a person may not require a lienor to furnish a waiver  
or release of lien that is different from the statutory form.

**Shellie Joyner**

---

**From:** Steven Jordan <steven@vallencourt.com>  
**Sent:** Thursday, September 29, 2016 9:13 AM  
**To:** Art Lancaster; Greg Anderson; Jim Oliver; Scott Land; Shellie Joyner; Stan Bates  
**Subject:** Bannon Lakes - Invoice #9  
**Attachments:** 4120-09.pdf

Steven Jordan

Chief Financial Manager



904.291.9330 o

904.509.1304 c

Do Justly + Love Mercy + Walk Humbly

Micah 6:8



**REQUISITION NO. 33**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**  
**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 33
- (B) Name of Payee: Hopping Green & Sams
- (C) Amount Payable: Total: \$2,096.15
- (D) Bannon Lakes CDD Invoice #89642
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: October 4, 2016

**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

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

Arthur E. Lancaster

Chairperson, Board of Supervisors

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

ENGLAND, THIMS & MILLER, INC.

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

Title: District Engineer

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6528  
Tallahassee, FL 32314  
850.222.7500

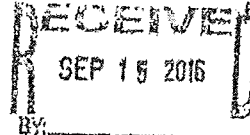
## STATEMENT

August 31, 2016

Bannon Lakes Community Development District  
c/o GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 89642

Billed through 07/31/2016



### Project Construction

BLCDD 00103 WSH

### FOR PROFESSIONAL SERVICES RENDERED

07/15/16	WSH	Confer with Lancaster regarding project status and transmission line relocation; continue to prepare RFP package for amenity facility.	0.90 hrs
07/19/16	WSH	Review and revise RFP for amenity center.	0.80 hrs
07/19/16	KEM	Prepare AIA agreements.	0.30 hrs
07/19/16	KFJ	Confer with Haber; review and amend RFP for amenity center.	3.80 hrs
07/20/16	KFJ	Confer with Haber; prepare resolution approving landscaping RFP and correspond with district manager; amend amenity center RFP.	0.80 hrs
07/22/16	WSH	Prepare RFP for landscape and irrigation project.	1.40 hrs
07/22/16	KFJ	Prepare project manual documents for landscape and irrigation project; confer with Haber.	2.00 hrs
07/25/16	WSH	Prepare RFP package for amenity center; prepare correspondence to Lancaster regarding same.	1.30 hrs

Total fees for this matter \$2,072.50

### MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.30 hrs	125 /hr	\$37.50
Jusevitch, Karen F.- Paralegal	6.60 hrs	125 /hr	\$825.00
Haber, Wesley S.	4.40 hrs	275 /hr	\$1,210.00

TOTAL FEES \$2,072.50

INTEREST CHARGE ON PAST DUE BALANCE \$23.65

**TOTAL CHARGES FOR THIS MATTER \$2,096.15**

### BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.30 hrs	125 /hr	\$37.50
Jusevitch, Karen F.- Paralegal	6.60 hrs	125 /hr	\$825.00
Haber, Wesley S.	4.40 hrs	275 /hr	\$1,210.00

TOTAL FEES

\$2,072.50

INTEREST CHARGE ON PAST DUE BALANCE

\$23.65

**TOTAL CHARGES FOR THIS BILL****\$2,096.15****Please include the bill number on your check.**

*NINTH ORDER OF BUSINESS*

A.

*Bannon Lakes*  
*Community Development District*  
*Unaudited Financial Statements*  
*as of*  
*August 31, 2016*

*Bannon Lakes*  
Community Development District  
*Combined Balance Sheet*  
*August 31, 2016*

	<u>General</u>	<u>Debt Service</u>	<u>Capital Project</u>	<u>Memorandum Only</u>
<u>Assets:</u>				
Cash	\$10,802	---	---	\$10,802
Investments:		---	---	
Reserve	---	\$385,750	---	\$385,750
Capitalized Interest	---	\$1,462,812	---	\$1,462,812
Construction	---	---	\$7,173,757	\$7,173,757
COI	---	---	\$7,000	\$7,000
Due From Developer	\$7,767	---	---	\$7,767
<b>Total Assets</b>	<b>\$18,569</b>	<b>\$1,848,562</b>	<b>\$7,180,757</b>	<b>\$9,047,889</b>
<u>Liabilities:</u>				
Accounts Payable	\$18,281	---	---	\$18,281
Retainage Payable	---	---	\$161,463	\$161,463
<u>Fund Balances:</u>				
Restricted for Debt Service	---	\$1,848,562	---	\$1,848,562
Restricted for Capital Projects	---	---	\$7,019,294	\$7,019,294
Nonspendable	\$0	---	---	\$0
Unassigned	\$288	---	---	\$288
<b>Total Liabilities &amp; Fund Equity</b>	<b>\$18,569</b>	<b>\$1,848,562</b>	<b>\$7,180,757</b>	<b>\$9,047,889</b>



***Bannon Lakes***  
**Community Development District**  
**GENERAL FUND**  
Statement of Revenues & Expenditures  
For The Period Ending August 31, 2016

<i>Adopted</i>	<i>Prorated</i>	<i>Actual</i>	
<i>Budget</i>	<i>Thru 8/31/16</i>	<i>Thru 8/31/16</i>	<i>Variance</i>

**REVENUES:**

<i>Developer Contributions/Assessments</i>	\$115,593	\$80,521	\$80,521	\$0
<b><i>TOTAL REVENUES</i></b>	<b>\$115,593</b>	<b>\$80,521</b>	<b>\$80,521</b>	<b>\$0</b>

**EXPENDITURES:**

**ADMINISTRATIVE:**

<i>Supervisors</i>	\$12,000	\$12,000	\$0	\$12,000
<i>FICA Expense</i>	\$918	\$918	\$0	\$918
<i>Engineering</i>	\$12,000	\$11,000	\$7,109	\$3,891
<i>Attorney Fees</i>	\$30,000	\$25,000	\$14,733	\$10,267
<i>Dissemination</i>	\$0	\$0	\$2,042	(\$2,042)
<i>Annual Audit</i>	\$2,500	\$2,500	\$0	\$2,500
<i>Management Fees</i>	\$45,000	\$41,250	\$41,250	\$0
<i>Computer Time</i>	\$1,000	\$917	\$917	\$0
<i>Telephone</i>	\$250	\$229	\$134	\$95
<i>Postage</i>	\$1,000	\$917	\$273	\$644
<i>Insurance</i>	\$5,250	\$5,250	\$5,000	\$250
<i>Printing and Binding</i>	\$500	\$458	\$1,340	(\$881)
<i>Legal Advertising</i>	\$3,000	\$2,750	\$4,653	(\$1,903)
<i>Other Current Charges</i>	\$500	\$458	\$218	\$241
<i>Office Supplies</i>	\$500	\$458	\$164	\$295
<i>Dues, Licenses &amp; Subscriptions</i>	\$175	\$175	\$175	\$0
<i>Website Compliance</i>	\$1,000	\$917	\$917	\$0

<b><i>TOTAL ADMINISTRATIVE</i></b>	<b>\$115,593</b>	<b>\$105,197</b>	<b>\$78,923</b>	<b>\$26,274</b>
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<b><i>EXCESS REVENUES (EXPENDITURES)</i></b>	<b>\$0</b>	<b>\$1,598</b>
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<b><i>FUND BALANCE - Beginning</i></b>	<b>\$0</b>	<b>(\$1,310)</b>
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<b><i>FUND BALANCE - Ending</i></b>	<b>\$0</b>	<b>\$288</b>
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**Bannock Lakes**  
**Community Development District**  
**General Fund**  
*Month By Month Income Statement*  
**Fiscal Year 2016**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b>Revenues</b>													
Developer Contributions/Assessments	\$18,810	\$7,780	\$6,907	\$6,535	\$6,894	\$4,870	\$6,010	\$6,968	\$6,255	\$4,392	\$5,100	\$0	\$80,521
<b>Total Revenues</b>	\$18,810	\$7,780	\$6,907	\$6,535	\$6,894	\$4,870	\$6,010	\$6,968	\$6,255	\$4,392	\$5,100	\$0	\$80,521
<b>Expenditures</b>													
<b>Administrative</b>													
Supervisors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
JICA Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$950	\$270	\$467	\$180	\$435	\$1,099	\$1,170	\$1,440	\$1,098	\$0	\$7,109
Attorney Fees	\$2,261	\$1,452	\$1,684	\$885	\$1,837	\$373	\$1,227	\$1,397	\$1,723	\$1,894	\$0	\$0	\$14,733
Dissemination	\$0	\$0	\$0	\$0	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$0	\$2,042
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$0	\$41,250
Computer Time	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$917
Telephone	\$0	\$0	\$21	\$10	\$7	\$10	\$12	\$44	\$6	\$6	\$7	\$0	\$134
Postage	\$0	\$77	\$1	\$102	\$2	\$64	\$0	\$15	\$2	\$0	\$8	\$0	\$273
Insurance	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Printing and Binding	\$26	\$435	\$133	\$0	\$133	\$103	\$118	\$88	\$103	\$82	\$118	\$0	\$1,340
Legal Advertising	\$0	\$1,077	\$1,066	\$1,686	\$308	\$0	\$87	\$185	\$83	\$80	\$83	\$0	\$4,653
Other Current Charges	\$0	\$0	\$21	\$20	\$23	\$21	\$39	\$23	\$22	\$24	\$25	\$0	\$218
Office Supplies	\$0	\$43	\$10	\$13	\$15	\$15	\$6	\$15	\$16	\$15	\$15	\$0	\$164
Dues, Licenses & Subscriptions	\$0	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Website Compliance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$750	\$83	\$83	\$0	\$917
<b>Total Administrative</b>	\$6,121	\$7,094	\$7,719	\$11,831	\$6,917	\$4,890	\$6,049	\$6,990	\$8,000	\$7,749	\$5,562	\$0	\$78,923
<b>Total Expenses</b>	\$6,121	\$7,094	\$7,719	\$11,831	\$6,917	\$4,890	\$6,049	\$6,990	\$8,000	\$7,749	\$5,562	\$0	\$78,923
<b>Excess Revenues (Expenditures)</b>	\$12,689	\$86	(\$812)	(\$5,295)	(\$23)	(\$21)	(\$39)	(\$23)	(\$1,746)	(\$3,358)	(\$462)	\$0	\$1,598

*Bannon Lakes Community Development District  
Funding Requests*

<i>Funding Request #</i>	<i>Date of Request</i>	<i>Check Date Received Developer</i>	<i>Check Amount Developer</i>	<i>Requested Funding Amount FY 2016</i>	<i>Balance Due From Developer</i>
1	10/1/15	1/6/16	\$10,079.70	\$10,079.70	\$0.00
2	11/23/15	3/9/16	\$6,644.88	\$6,644.88	\$0.00
3	12/16/15	3/9/16	\$6,153.02	\$6,153.02	\$0.00
4	1/20/16	3/9/16	\$6,533.62	\$6,533.62	\$0.00
5	2/17/16	3/17/16	\$7,782.75	\$7,782.75	\$0.00
6	3/1/16	4/27/16	\$4,551.97	\$4,551.97	\$0.00
7	4/20/16	6/1/16	\$7,660.15	\$7,660.15	\$0.00
8	5/18/16	7/8/16	\$6,365.60	\$6,365.67	\$0.07
9	6/15/16	7/22/16	\$4,287.19	\$4,287.19	\$0.00
10	7/20/16	8/19/16		\$7,594.98	\$7,594.98
11	8/24/16			\$7,766.89	\$7,766.89
12	9/14/16			\$7,602.29	\$7,602.29
TOTAL			\$60,058.88	\$83,023.11	\$22,964.23

***Bannon Lakes***  
***Community Development District***  
***DEBT SERVICE FUND***  
*Statement of Revenues & Expenditures*  
*For The Period Ending August 31, 2016*

<i>Proposed Budget</i>	<i>Prorated Thru 8/31/16</i>	<i>Actual Thru 8/31/16</i>	<i>Variance</i>
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**REVENUES:**

<i>Interest Income</i>	\$0	\$0	\$0	\$0
<i>Special Assessments - Tax Collector</i>	\$0	\$0	\$0	\$0
<i>Special Assessments - Prepayments</i>	\$0	\$0	\$0	\$0
<b><i>TOTAL REVENUES</i></b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**EXPENDITURES:**

**Series 2016**

<i>Interest Expense - 11/01</i>	\$0	\$0	\$0	\$0
<i>Interest Expense - 05/01</i>	\$156,033	\$156,033	\$156,033	(\$0)
<i>Principal Expense - 05/01</i>	\$0	\$0	\$0	\$0
<b><i>TOTAL EXPENDITURES</i></b>	<b>\$156,033</b>	<b>\$156,033</b>	<b>\$156,033</b>	<b>(\$0)</b>

**OTHER SOURCES/(USES)**

<i>Interfund Transfer In/(Out)</i>	\$0	\$0	\$0	\$0
<i>Bond Proceeds</i>	\$2,004,596	\$2,004,596	\$2,004,596	\$0
<b><i>TOTAL OTHER SOURCES AND USES</i></b>	<b>\$2,004,596</b>	<b>\$2,004,596</b>	<b>\$2,004,596</b>	<b>\$0</b>

<b><i>EXCESS REVENUES (EXPENDITURES)</i></b>	<b>\$1,848,563</b>	<b>\$1,848,562</b>		
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<i>FUND BALANCE - Beginning</i>	\$0	\$0		
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<i>FUND BALANCE - Ending</i>	<u>\$1,848,563</u>	<u>\$1,848,562</u>		
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***Bannon Lakes***  
***Community Development District***  
***CAPITAL PROJECTS FUND***  
*Statement of Revenues & Expenditures*  
*For The Period Ending August 31, 2016*

	Series 2016
<b><u>REVENUES:</u></b>	
Interest Income	\$0
<b><i>TOTAL REVENUES</i></b>	<b>\$0</b>
<b><u>EXPENDITURES:</u></b>	
Capital Outlay	\$2,315,797
Cost of Issuance	\$510,313
<b><i>TOTAL EXPENDITURES</i></b>	<b>\$2,826,110</b>
<b><u>OTHER SOURCES/(USES)</u></b>	
Bond Proceeds	\$9,845,404
Interfund Transfer In (Out)	\$0
<b><i>TOTAL OTHER SOURCES/(USES)</i></b>	<b>\$9,845,404</b>
<b><i>EXCESS REVENUES (EXPENDITURES)</i></b>	<b>\$7,019,294</b>
<b><i>FUND BALANCE - Beginning</i></b>	<b>\$0</b>
<b><i>FUND BALANCE - Ending</i></b>	<b>\$7,019,294</b>

***Bannon Lakes***  
***Community Development District***  
***Long Term Debt Report***

Series 2016 Special Assessment Bonds	
Interest Rate:	4.5% -5.0%
Maturity Date:	11/1/48
Reserve Fund Definition:	50% of Max Annual Debt Service
Reserve Fund Requirement:	\$385,750.00
Reserve Balance:	\$385,750.00
Bonds outstanding - 1/31/2016	\$11,850,000
Less: May 1, 2016	\$0
Current Bonds Outstanding	\$11,850,000

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# Bannon Lakes

Community Development District

Funding Request #13

September 30, 2016

PAYEE	GENERAL FUND
<b>1 Egis Insurance &amp; Risk Advisors</b> FY17 Insurance Inv #4498 8/4/2016	\$ 5,100.00
<b>2 England Thims &amp; Miller</b> Aug Professional Services Inv #182266 9/8/16	\$ 4,142.80
<b>3 Governmental Management Services, LLC</b> Sep Management Fees Inv #13 9/1/16	\$ 4,331.95
<b>4 Hopping Green &amp; Sams</b> Jul General Counsel Inv #89641 8/31/16	\$ 1,893.69
<b>5 St. Augustine Record</b> Sep Notice of Meeting Inv #16905908 9/5/16 Sep Request for Proposal Inv #16927748 9/13/16	\$ 745.28 \$ 281.64
<b>Total Funding Request</b>	<b>\$ 16,495.36</b>

Please make check payable to:

**Bannon Lakes CDD**  
c/o GMS LLC  
475 West Town Place  
Suite 114  
St. Augustine FL 32092

Signature: \_\_\_\_\_  
Chairman/Vice Chairman

Signature: \_\_\_\_\_  
Secretary/Asst. Secretary