

BANNON LAKES
Community Development District

June 5, 2019

Bannon Lakes

Community Development District

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

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

April 8, 2019

Board of Supervisors
Bannon Lakes
Community Development District

Dear Board Members:

The Bannon Lakes Community Development District Board of Supervisors Special Meeting is scheduled for **Wednesday, June 5, 2019 at 10:00 a.m.** at the **offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.** Immediately upon adjournment of the Special Meeting the Audit Committee Meeting will follow. Following is the advance agenda for the meeting:

Special Meeting

- I. Call Order
- II. Public Comment
- III. Organizational Matters
 - A. Acceptance of Resignation of Wes Hinton
 - B. Consideration of New Supervisor to Fill Vacancy
 - C. Oath of Office for Newly Appointed Supervisors
 - D. Resolution 2019-03, Election of Officers
 - E. General Information for New Supervisors
- IV. Approval of Minutes of the April 17, 2019 Meeting
- V. Consideration of Resolution 2019-04, Approving Proposed Budget for Fiscal Year 2020 and Setting a Date for Public Hearing for Adoption
- VI. Consideration of Agreement with Riverside Management Services, LLC for Amenity Services
- VII. Consideration of First Addendum to Landscape & Irrigation Maintenance Services Agreement with Landcare Group, Inc
- VIII. Other Business
- IX. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - 1. Discussion to Open SBA Account
 - 2. Report on Number of Registered Voters
 - D. Field Services
- X. Supervisor's Requests and Audience Comments
- XI. Financial Reports
 - A. Balance Sheet as of April 30, 2019 and Statement of Revenues &

- Expenditures
- B. Assessment Receipt Schedule
- C. Approval of Check Register
- D. Ratification of Construction Funding Request No. 19
- XII. Next Scheduled Meeting – June 19, 2019 at 12:00 p.m. at the offices of GMS
- XIII. Adjournment

Audit Committee

- I. Roll Call
- II. Selection of Audit Evaluation Criteria
- III. Authorization to Issue Audit RFP
- IV. Other Business
- V. Adjournment

The third order of business is organizational matters. The Board will accept resignation of Margaret Shultis & Wes Hinton from the Board of Supervisors and at this time will consider appointments to fill seat vacancies. Oath(s) of office will be administered to newly appointed supervisors and the Board will consider resolution 2019-03, election of officers. A copy of the resolution is enclosed for your review.

Then fourth order of business is the approval of minutes of the April 17, 2019 meeting. A copy of the minutes has been enclosed for your review.

Then fifth order of business is the consideration of resolution 2019-04, approving the proposed budget for fiscal year 2020 and setting a date for public hearing for adoption. A copy of the resolution is enclosed for your review. A copy of the proposed budget will be provided under separate cover.

The sixth order of business is the consideration of agreement with Riverside Management Services, LLC for Amenity Services. A copy of the agreement is enclosed for your review.

The seventh order of business is the consideration of first addendum to landscape & irrigation maintenance services agreement with Landcare Group, Inc. A copy of the agreement is enclosed for your review.

Listed under Manager Reports is the discussion to open an SBA Account and the presentation of report on the number of registered voters. A copy of the report is enclosed for your review.

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

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

AGENDA

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

Wednesday
June 5, 2019
10:00 a.m.

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

Regular Meeting

- I. Call Order
- II. Public Comment
- III. Organizational Matters
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THIRD ORDER OF BUSINESS

A.

From: **Jim Oliver** joliver@gmsnf.com
Subject: Fwd: Bannon Lakes CDD
Date: May 9, 2019 at 6:12 PM
To: sstephens@gmsnf.com, Wesley Haber wesh@hgslaw.com



FYI...

Sent from my iPhone

Begin forwarded message:

From: "Hinton, Wes" <whinton@kbhome.com>
Date: May 9, 2019 at 5:26:27 PM EDT
To: Jim Oliver <joliver@gmsnf.com>
Cc: "aelancaster@eastlanddev.com" <aelancaster@eastlanddev.com>
Subject: Bannon Lakes CDD

Jim-

Please accept this email as my resignation from the Bannon Lakes CDD Board effective immediately.

Thank you.

Wes Hinton

Executive Vice President
KB Home
10475 Fortune Parkway, Suite 100
Jacksonville, FL 32256
Office: 904.596.6634
Cell: 904.557.3632
whinton@kbhome.com



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D.

RESOLUTION 2019-03

**A RESOLUTION DESIGNATING OFFICERS OF THE
BANNON LAKES COMMUNITY DEVELOPMENT
DISTRICT**

WHEREAS, the Board of Supervisors of the Bannon Lakes Community Development District at a regular business meeting held on June 5, 2019 desires to elect the below recited persons to the offices specified.

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

1. The following persons were elected to the offices shown, to wit:

_____	Chairman
_____	Vice-Chairman
_____	Secretary
_____	Treasurer
_____	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS 5th DAY OF JUNE 2019.

Chairman / Vice Chairman

Secretary / Assistant Secretary

FOURTH ORDER OF BUSINESS

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, April 17, 2019 at 1:00 p.m. at the Offices of GMS, 475 West Town Place, Suite 114, St. Augustine, FL 32092.

Present and constituting a quorum were:

Art Lancaster	Chairman
John Dodson	Vice Chairman
Margaret Shultis	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber	District Counsel
Brian Stephens	RMS
Rich Whetsel	RMS
Danielle Simpson	RMS

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 1:00 p.m.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of Minutes from January 16, 2019 Meeting

Mr. Oliver stated included in your agenda package is a copy of the minutes from the January 16, 2019 meeting. Are there any additions, corrections or deletions?

On MOTION by Mr. Lancaster seconded by Mr. Dodson with all in favor the Minutes of the January 16, 2019 Meeting were approved.
--

FOURTH ORDER OF BUSINESS

Discussion of Potential Changes to FY19 Meeting Schedule Dates and Times

Mr. Oliver discussed moving the time of the board meetings to 1:00 p.m. instead of 12:00 p.m.

On MOTION by Mr. Lancaster seconded by Ms. Shultis with all in favor to Change Board Meetings to 1:00 p.m. for Fiscal Year 2019 was approved.

FIFTH ORDER OF BUSINESS

Consideration of Revised FY19 RMS Staffing & Services Proposal

Mr. Oliver discussed the RMS staffing and services proposal for Fiscal Year 2019. The budget line item is \$3,900. After board discussion, they decided on going with staffing for 24 hours a week on Thursday's, Friday's and Saturday's.

On MOTION by Mr. Lancaster seconded by Ms. Shultis with all in favor the FY19 RMS Staffing & Services Proposal was approved as revised with staff being present 24 hours a week.

SIXTH ORDER OF BUSINESS

Consideration of Process to Establish a Community Club

Mr. Oliver discussed establishing a process for residents that would like to start clubs in the community.

On MOTION by Ms. Lancaster seconded by Ms. Shultis with all in favor the Process to Establish a Community Club was approved.

SEVENTH ORDER OF BUSINESS

Acceptance of Quit Claim Deed (Duran Drive) by RREF III-P-EP Bannon Lakes JV, LLC

Mr. Haber discussed the quit claim deed by RREF III-P-EP Bannon Lakes JV, LLC.

On MOTION by Mr. Lancaster seconded by Ms. Shultis with all in favor the Quit Claim Deed (Duran Drive) by RREF III-P-EP Bannon Lakes JV, LLC was accepted.

EIGHTH ORDER OF BUSINESS

Consideration of Landscape Maintenance Proposal for Duran Drive

Mr. Oliver discussed the amended proposal with Landcare, which added \$625.25 per month for Duran Drive.

On MOTION by Mr. Lancaster seconded by Ms. Shultis with all in favor the Landscape Maintenance Proposal for Duran Drive was approved.

NINTH ORDER OF BUSINESS

**Consideration of Agreement with
NewAgeTutors, LLC d/b/a VGlobalTech for
Website Auditing and Remediation Services**

Mr. Oliver presented the agreement with NewAge Tutors, LLC d/b/a VGlobalTech for website auditing and remediation services.

On MOTION by Mr. Lancaster seconded by Ms. Shultis with all in favor the Agreement with NewAgeTutors, LLC d/b/a VGlobalTech for Website Auditing and Remediation Services was approved.

TENTH ORDER OF BUSINESS

Selection of Audit Committee

Mr. Oliver discussed having the board of supervisors serve as the audit committee.

On MOTION by Mr. Lancaster seconded by Mr. Dodson with all in favor the Entire Board will Serve as the Audit Committee was approved.

ELEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being none, the next item followed.

B. District Engineer

There being none, the next item followed.

C. District Manager

Mr. Oliver advised approving the proposed budget for FY20 at the May board meeting.

D. Field Services – Operations Memorandum

Mr. Stephens presented the operations memorandum. Mr. Lancaster requested the City right-of-way being mowed and trash picked up on a regular basis to Wendy's and back.

THIRTEENTH ORDER OF BUSINESS Supervisor's Request and Audience Comments

There being none, the next item followed.

FOURTEENTH ORDER OF BUSINESS Financial Reports

A. Balance Sheet as of February 28, 2019 and Statement of Revenues & Expenditures

Mr. Oliver stated included in your agenda package is the balance sheet and income statement as of February 28, 2019.

B. Assessment Receipt Schedule

Mr. Oliver stated included in your agenda package is a copy of the assessment receipt schedule.

C. Approval of Check Register

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

On MOTION by Mr. Lancaster seconded by Mr. Dodson with all in favor the Check Register was approved.

D. Ratification of Construction Funding Request No. 16-18

Mr. Oliver stated included in your agenda package is Construction Funding Request No. 16-18.

On MOTION by Mr. Lancaster seconded by Ms. Shultis with all in favor Construction Funding Request No. 16-18 were ratified.

FIFTEENTH ORDER OF BUSINESS Next Scheduled Meeting – May 15, 2019 at 1:00 p.m. at the Offices of GMS

Mr. Oliver stated the next scheduled meeting is May 15, 2019 at 1:00 p.m. at the Offices of GMS.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Lancaster seconded by Mr. Dodson with all in favor the Meeting was adjourned.
--

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

FIFTH ORDER OF BUSINESS

RESOLUTION 2019-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2019/2020 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Bannon Lakes Community Development District ("**District**") prior to June 15, 2019, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("**Fiscal Year 2019/2020**"); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2019/2020 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2019

HOUR: _____

LOCATION: _____

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

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

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

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

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

PASSED AND ADOPTED THIS 15th DAY OF MAY, 2019.

ATTEST:

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

SIXTH ORDER OF BUSINESS

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN BANNON LAKES
COMMUNITY DEVELOPMENT DISTRICT AND RIVERSIDE MANAGEMENT
SERVICES, INC. FOR FIELD OPERATIONS AND AMENITY FACILITY
MANAGEMENT SERVICES**

This First Amendment ("First Amendment") is made and entered into this ____ day of May, 2019, by and between:

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

Riverside Management Services, Inc., a Florida corporation, with a mailing address of 9655 Florida Mining Blvd., Building 300, Suite 305, Jacksonville, Florida 32257 ("Contractor," together with District, "Parties").

RECITALS

WHEREAS, on April 19, 2017, the District and the Contractor entered into an agreement for field operations management services (the "Services Agreement") attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Section 20 of the Services Agreement, the parties desire to amend the Services Agreement to provide for additional service areas; and

WHEREAS, each of the parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agree as follows:

SECTION 1. The Services Agreement is hereby affirmed and the parties hereto agree that it continues to constitute a valid and binding agreement between the parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the parties under the Services Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 2. The Services Agreement is hereby amended as follows:

- A. The Services Agreement, as well as the title thereof, is hereby amended to reflect the updated scope of services pursuant to Contractor's proposal which includes additional services for recreation facility management,

which proposal is attached hereto as **Exhibit B**.

- B. Compensation for the services shall be amended in accordance with **Exhibit B**. Such payment shall be due and payable in accordance with the terms of the Services Agreement. To the extent that any terms or conditions found in **Exhibit B** conflict with the terms of the Services Agreement or this Amendment, the Services Agreement and this Amendment control and shall prevail.

SECTION 3. All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

IN WITNESS WHEREOF, the parties hereto have signed this First Amendment to the Services Agreement on the day and year first written above.

ATTEST:

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

LANDCARE GROUP, INC.

By: _____

By: _____

Its: _____

Exhibit A: Services Agreement
Exhibit B: Proposal

Exhibit A

AGREEMENT BETWEEN BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT AND RIVERSIDE MANAGEMENT SERVICES, INC. FOR FIELD OPERATIONS MANAGEMENT SERVICES

This Agreement ("Agreement") is made and entered into this 19 day of April, 2017 by and between:

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

Riverside Management Services, Inc., a Florida corporation, with a mailing address of 9655 Florida Mining Blvd., Building 300, Suite 305, Jacksonville, Florida 32257 ("Contractor," together with District, "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and located in St. Johns County, Florida; and

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

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide field operations management services for the District; and

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

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide field operations management services within presently accepted standards, and as more specifically identified in

Exhibit A. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

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

C. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

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

SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

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

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

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

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

SECTION 4. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor One Thousand Two Hundred Fifty Dollars (\$1,250.00) for field operations management services beginning _____, 2017 and continuing throughout the term of this Agreement. The term of this Agreement shall be from _____, 2017 through _____, 2018 unless terminated earlier by either party in accordance with the provisions of this Agreement.

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

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

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 5. INSURANCE.

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - (5) Employee Fidelity Insurance of at least \$500,000
- B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.

SECTION 7. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief,

and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create

any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District:	Bannon Lakes Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager
---------------------------	--

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

B. If to the Contractor:

Riverside Management Services, Inc.
9655 Florida Mining Blvd.
Building 300, Suite 305
Jacksonville, Florida 32257
Attn: _____

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

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is its District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as

authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

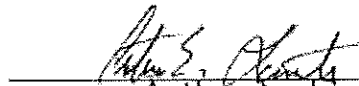
IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

Attest:

BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT



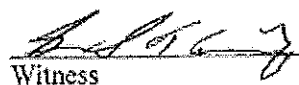
Secretary/Assistant Secretary
Board of Supervisors



By: Arthur E. Lancaster
Its: Chairman
Board of Supervisors

Print Name: JAMES OLIVER

RIVERSIDE MANAGEMENT SERVICES,
INC.



Witness



By: Richard M. Whetsel
Print: Richard M. Whetsel
Its: President / Managing Partner

Samuel T. Channing
Print Name of Witness

Exhibit A: Proposal

Exhibit A

Riverside Management Services, Inc.

9655 Florida Mining Blvd., Building 300, Suite 305, Jacksonville, FL 32257

WORK AUTHORIZATION
FOR
BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT
FIELD OPERATIONS MANAGEMENT SERVICES

Riverside Management Services, Inc. shall provide Field Operations Management Services for Bannan Lakes Community Development District. These services include contract administration, field related inspections, and oversight of the following items.

- Landscape Maintenance
- Lake Maintenance
- Utility Accounts
- Field Operations Budget
- Weekly Site Inspections
- Meeting with contractor's / service providers
- Attend District Board of Supervisors meetings
- Provide an Operations Memorandum outlining all field related activity
- Prepare maintenance plan for future District infrastructure
- Prepare Emergency Action Plan for hurricanes and significant weather events.
- Receive / Respond to resident emails and phone calls pertaining to District related issues.
- Capital / Project Management pricing and proposals can be provided based upon each individual project.

	<u>Monthly Amount</u>
Field Operations Management	\$1,250.00

Additional Services:

Amenity Management / Staffing Services	TBD
General Maintenance Personnel (per hour – any materials)	\$35.00

General Provisions:

Reasonable reimbursement for the expense of copies, office supplies, mileage, etc.

Chairman, Bannan Lakes CDD

Date

Riverside Management Services, Inc.

Date

Exhibit B

RIVERSIDE MANAGEMENT SERVICES, INC.

9655 Florida Mining Boulevard West – Building 300 – Suite 305 – Jacksonville, Florida - 32257

January 18, 2019

Jim Oliver
Bannon Lakes Community Development District
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092

Re: Part-Time Amenity Management/Staff, Field Operations Management,
Pool Maintenance, and Janitorial Services

Dear Jim:

Please consider this proposal for Riverside Management Services, Inc. to provide the following services for the Bannon Lakes Community Development District. A description of the proposed increases are listed below.

<u>Services</u>	<u>Proposed Fee FY 2019</u>	<u>FY 2019 Budget</u>	<u>FY 2018 Fees</u>
Amenity Staff – 24 hours per week	\$31,200	\$30,900	\$0
Actual fee will be based upon start date			
Field Operations Management	\$19,158	\$22,000	\$18,600
Previously revised – 3% for Cost of Living			
Janitorial Service (1 time per week)	\$7,000	\$7,000	\$6,480
Cost of Living and more labor intensive			
Pool Maintenance	\$10,926	\$8,800	\$8,196

Proposed increase is for an additional day of service per week year-round.
Current schedule: One (1) day per week in Winter / Two (2) days per week in Summer
Increase service: Two (2) days per week in Winter / Three (3) days per week in Summer

Should you have any questions or comments, please feel free to give me a call.

Sincerely,
Rich Whetsel

SEVENTH ORDER OF BUSINESS

**FIRST AMENDMENT TO THE AGREEMENT FOR LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES BETWEEN BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT AND LANDCARE GROUP, INC.**

This First Amendment ("First Amendment") is made and entered into this ____ day of May, 2019, by and between:

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

Landcare Group, Inc., a Florida corporation whose address is 4601 East Moody Blvd., Suite E11, Bunnell, Florida 32110 (the "Contractor" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District and the Contractor previously entered into an agreement for landscape and irrigation maintenance services (the "Services Agreement") attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Section 21 of the Services Agreement, the parties desire to amend the Services Agreement to provide for additional service areas; and

WHEREAS, each of the parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agree as follows:

SECTION 1. The Services Agreement is hereby affirmed and the parties hereto agree that it continues to constitute a valid and binding agreement between the parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the parties under the Services Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 2. The Services Agreement is hereby amended as follows:

- A. The Services Agreement is hereby amended to reflect the updated scope of services pursuant to Contractor's proposal which includes additional services areas to add landscape and irrigation maintenance services to Duran Drive, which proposal is attached hereto as **Exhibit B**.

- B. Compensation for the services shall be amended in accordance with **Exhibit B**. Such payment shall be due and payable in accordance with the terms of the Services Agreement. To the extent that any terms or conditions found in **Exhibit B** conflict with the terms of the Services Agreement or this Amendment, the Services Agreement and this Amendment control and shall prevail.

SECTION 3. All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

IN WITNESS WHEREOF, the parties hereto have signed this First Amendment to the Services Agreement on the day and year first written above.

ATTEST:

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

LANDCARE GROUP, INC.

By: _____

By: _____

Its: _____

Exhibit A: Services Agreement
Exhibit B: Proposal

Exhibit A

AGREEMENT FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES BETWEEN BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT AND LANDCARE GROUP, INC.

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of May, 2017, by and between:

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

Landcare Group, Inc., a Florida corporation whose address is 4601 East Moody Blvd., Suite E11, Bunnell, Florida 32110 (the "Contractor" and, together with the District, the "Parties").

RECITALS

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

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

WHEREAS, the District owns, operates and maintains certain landscape and irrigation improvements ("Improvements"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide landscape and irrigation maintenance services for the Improvements; and

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

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in Exhibit A. To the extent there is any conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement shall control.

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

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

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

SECTION 3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The Contractor will provide landscape and irrigation maintenance services for the Improvements. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as Exhibit A. To the extent there is any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.

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

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

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

C. The District shall designate in writing a person to act as the District's

representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

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

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

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor an amount of Eleven Thousand Seventy Dollars and Ninety Four Cents (\$11,070.94) per month for an annual total of One Hundred Thirty Two Thousand Eight Hundred Fifty One Dollars and Twenty Eight Cents (\$132,851.28). The term of this Agreement shall be for one year from the date of execution unless terminated earlier by either party in accordance with the provisions of this Agreement. The District shall have the option of renewing this Agreement for two additional one year terms at the same price set forth herein.

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

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

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required

insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or other damage of any nature, arising out of, or in connection with, the work to be performed by Contractor. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or any other statute. Any subcontractor retained by the Contractor shall acknowledge in writing such subcontractor's acceptance of the terms of this Section 7.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this

Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing sixty (60) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this

Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District:	Bannan Lakes Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092
---------------------------	--

Attn: District Manager

With a copy to:

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

B. If to the Contractor:

Landcare Group, Inc.,
4601 East Moody Blvd., Suite E11
Bunnell, Florida 32110
Attn: DAVE JACKSON

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

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is its District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public

Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

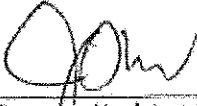
SECTION 29. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

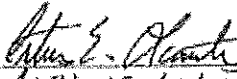
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IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

Attest:

BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT



Secretary/Assistant Secretary
Board of Supervisors



By: Arthur E. Lancaster
Its: CHAIRMAN
Board of Supervisors

Print Name: JAMES OLIVA

ATTEST:

LANDCARE GROUP, INC.


Witness

By: 
Print: DAVID JACKSON
Its: PROJECT DEVELOPMENT MANAGER

BRANDON RISCEY
Print Name of Witness

Exhibit A: Proposal

EXHIBIT A



P.O. Box 888 Bunnell, Florida 32110 • Main Office: (386) 586-3321 • Fax: (386) 586-3336 • www.landcaregrp.com

Landscape Management Service Agreement

This Agreement is entered into (Date), by and between Landcare Group, Inc., hereafter referred to as "Contractor", and Eastland Partners, LLC, the owner or designated or designated owner's representative, hereinafter referred to as "Owner".

The Contractor and Owner wish to enter into an agreement that defines the terms and conditions in which the Contractor will provide grounds maintenance, pest control, seasonal color, mulch installation and irrigation services as stated in "Practical Specifications for Contract Landscape Management" (Attachment 'A') which is attached to this agreement.

Services: The contractor agrees to perform landscape management services for the Owners property, located at (Address) hereinafter referred to as "Property", as put forth in the "Practical Specifications for Contract Landscape Management", (Attachment 'A').

Terms of Contract: The Contractor shall render landscape management services per (Attachment A) for the term of 3 year(s) commencing on (date) and shall end on (date), unless terminated by either party by providing (30) days written notice prior to the end of the current terms.

Compensation: The Owner shall pay to the Contractor for services rendered as described in (Attachment 'A'), the sum of:

Common Area:

1. *Five thousand, six hundred, seventy-five dollars and five cents (\$5,675.05) per month, or*
2. *Sixty-eight thousand, one hundred dollars and sixty cents (\$68,100.60) per year.*

Amenity Center:

1. *Five thousand, three hundred, ninety-five dollars and eighty-nine cents (\$5,395.89) per month, or*
2. *Sixty-four thousand, seven hundred, fifty dollars and sixty-four cents (\$64,750.64) per year.*

Total:

1. *Eleven thousand, seventy dollars and ninety-four cents (\$11,070.94) per month, or*
2. *One hundred, thirty-two thousand, eight hundred, fifty-one dollars and twenty-four cents (\$132,851.24) per year.*

To be paid within 10 days of the close of the month in which the work was performed. The Owner agrees to pay any and all expenses incurred by Contractor in the collection of due compensation.

Early Termination: In the event that the Contractor fails to provide services as described in Attachment 'A', the Owner may terminate this agreement by giving 90 days written notice. Contractor may also terminate this agreement immediately if Owner refuses or fails to pay Contractor according to the terms of this agreement.

Owner Name: <u>Arthur E. Lubick</u>	Contractor Name: <u>Brandon Riley</u> <u>DARIN JACKSON</u>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Title: <u>Chairman</u>	Title: <u>President</u> <u>PROJECT DEVELOPMENT MGR.</u>
Date: <u>6/29/17</u>	Date: <u>7/13/17</u>



P.O. Box 898 Bunnell, Florida 32110 • Main Office: (386) 585-3221 • Fax: (386) 586-2330 • www.landcaregrp.com

Attachment 'A'
Practical Specifications for Contract Landscape Management for:
Eastland Partners, LLC

Scope of Work:

The contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape in an attractive condition throughout the five year contract period.

Lawn Care:

Mowing and Edging

Lawns shall be mowed weekly during the active growing season, and as needed during other seasons to maintain a neat appearance.

Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season. (St. Augustine Turf, no less than 3.5 inches).

Clippings shall not be caught and removed from the lawn area unless they are too unsightly for the particular location, or lying in swaths which may damage the lawn.

Mowing patterns will be alternated to distribute clippings evenly and prevent rutting in the lawn where possible.

Edges shall be trimmed during each mowing to maintain a neat appearance.

Fertilization

Lawns shall be fertilized with a commercial grade fertilizer for a total of six (6) pounds of actual nitrogen per 1,000 square feet per year. The number of applications will be dependent on the type of nitrogen used and the type of turf grass. Quantities and frequencies will be adequate to produce a consistent, green turf. (St. Augustine Turf, 6x per year).

Fungicide

Apply recommended, legally approved fungicides to control disease causing damage to turf area.

Pesticide

Apply recommended, legally approved pesticides to control insects and other pests causing damage to turf area.

Weed Control

Pre-emerge: this type of control should be used only if a weed problem warrants its use.

Owner Initials: _____

Contractor Initials: _____



P.O. Box 853 Dunnell, Florida 32110 • Main Office: (386) 566-2321 • Fax: (386) 566-2330 • www.landcaregrp.com

Post-emerge: control weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

Ground Cover Areas:

Weed Control

Keep reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective contact herbicides. Cultivating or hoeing weeds is not a recommended practice.

Pre-emerge: this type of control should be used only if a known weed problem warrants its use.

Post-emerge: control broad leaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

Fertilization

Apply two (2) pounds of actual nitrogen per 1,000 square feet per year (Spring and Fall) depending on the plant material and seasonal conditions. The number of applications will be dependant on the type of nitrogen used and the type of plant material. Quantities and frequencies will be adequate to produce healthy plant material.

Pesticide

Apply recommended, legally approved pesticides to control insects causing damage to ground cover beds.

Shrub Care:

Pruning

Shrubs shall be pruned as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damaged or diseased wood.

Weed Control

Maintain beds reasonably free of weeds. Use recommended, legally approved herbicides to control weed growth in open areas whenever possible. Avoid frequent soil cultivation to maintain pre-emergent effectiveness and root health.

Pre-emerge: this type of control should be used only if a known weed problem warrants its use.

Post-emerge: control broad leaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

Owner Initials: _____

Contractor Initials: _____



P.O. Box 293 Bunnell, Florida 32110 • Main Office: (386) 586-3321 • Fax: (386) 586-3522 • www.landcaregrp.com

Fertilization

Fertilize recently established plants with a soluble nitrate fertilizer. Application rates will vary depending upon the size and age of the plant material. This includes surface applications for shrubs not located in turf and ground cover areas.

Fungicide

Apply recommended, legally approved fungicides to control disease causing damage to shrubs.

Pesticide

Apply recommended, legally approved pesticides to control insects causing damage to the shrubs.

Tree Care:

Pruning

Height limitation for tree pruning in this specification is 6 feet. On trees over 6 feet in height, only low hanging branches that present a hazard to pedestrians or vehicular traffic will be raised.

Trees under 6 feet are scheduled to be pruned in the winter months except for safety related pruning, which will be performed as needed. Evergreen trees shall be thinned and shaped only when necessary to minimize wind and storm damage. Palm pruning will be done two times per year and is included in the contract.

Irrigation System:

The contractor will assign a technician to inspect the irrigation system one time per month to insure proper coverage of the landscape areas, adjustment of the irrigation heads, controller programs, dry areas within the landscape areas and breaks in the irrigation lines.

Water for a duration adequate for moisture to penetrate throughout the root zone, and only as frequently as necessary to maintain healthy plant growth.

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. Controller programs will be adjusted as dictated by the weather.

Watering shall be done within the times dictated by local government.

Any damages to the system caused by the contractor's equipment or carelessness while carrying out maintenance operations shall be repaired without charge.

Faulty electrical equipment, normal wear, vandalism, accidental damage caused by others or line breaks between the point of connection and the electric valves shall be reported promptly to the owner. Cost of labor and material to perform repairs is additional and shall be paid by owner upon written authorization. A minimum charge of \$35.00 per man hour will be applied for the Irrigation Technician services.

Owner Initials: *AB*

Contractor Initials: *DJ*



P.O. Box 533 Bunnell, Florida 32110 • Main Office: (386) 566-3321 • Fax: (386) 566-3330 • www.landcaregrp.com

Whenever possible, owner's representative shall be instructed on how to turn off the system in case of emergency. Our office is to be notified at once or by the next business day. If the contractor is required to make an emergency repair or adjustment, a minimum amount of \$35.00 will apply for Irrigation Technician services.

Debris Cleanup:

All landscaped areas shall be inspected on days of service and any litter shall be removed. This includes trash along the ponds. Garden debris generated from our work, shall be removed from paved and landscaped areas on days of service. This excludes fall leaf pick up from parking areas, sidewalks, pools, etc.

Annual Color:

Annual color will be installed 4 times per year. The variety to be installed will be selected depending upon the season and macro climate. The spacing which the annuals are to be installed will be 8-9 inches on center.

Prior to each planting the soil will be replenished and tilled as required to provide a suitable growing environment. The annuals will be fertilized at the time of installation using a balanced - slow release fertilizer. Supplemental fertilization applications will be applied as required to maintain healthy annuals.

Mulch:

Cypress mulch will be installed (1) times per year at a depth of 3 inches.

Personnel:

The property will be inspected weekly by the contractor to maintain a quality appearance and note any items that will need to be addressed at the next scheduled service visit.

A representative or crew must be available at all times in case of an emergency.

The contractor's work force and equipment is to be personally presentable at all times. The contractor's employees are to be fully uniformed and polite to all people they encounter when on the client's property.

Additional Expenses:

If fuel exceeds 4.50 per gallon for premium, there will be a 25% surcharge on the monthly total until it drops back below 4.50. Not to exceed \$100.00 per month.

Exclusions:

All work restricted specifically to the described areas as listed in our scope of work.

No under brushing or any natural vegetation is included unless otherwise specified. No vines or material will be pruned away from property lines, this is an additional service.

Owner Initials: _____

Contractor Initials: _____



P.O. Box 293 Bunnell, Florida 32110 • Main Office: (386) 586-3321 • Fax: (386) 586-3330 • www.landcaregrp.com

This does not include any brush trimming in center of canals/ponds or areas inaccessible to normal mowing conditions. Also excludes removal of large logs or anything two men cannot physically (within reason) pick up.

Any damage to screen enclosures not protected by landscape borders or kick plates.

Damage from freezes, high winds, hail, hurricanes, tornado, floods, tsunami, lightning, fire, restrictions by governmental agencies, government, city, state or local watering restrictions, regulations or mandates, acts of God or any act of nature.

Pests, fungus, disease or anything imported to or created in the United States that has no immediate control such as, but not limited to: Asian Citrus Scale, Bonder Nesting Whitefly, Borers, Chili Thrips, Fig Whitefly, Fusarium Wilt, Ganoderma Butt Rot, Pink Hibiscus Mealy Bug, Rugose Spiraling Whitefly, Sri Lanka Weevil, Take-All Root Rot. New pests are introduced into the United States every year and this list is subject to change without notice.

Any damages to trees, shrubs, sod or flowers due to city, government or any water restrictions.

Damage caused by faulty irrigation controllers, timers, valves, solenoids, line breaks or anything affiliated with irrigation components restricting or stopping irrigating.

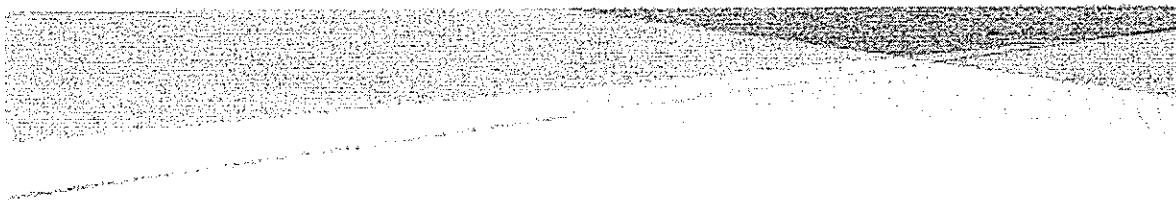
This does not include any maintenance or replacement to weathered items including sign repair, fence posts, timber retaining ties, or any other item that has deteriorated due to normal conditions. Any replacement done by the contractor will be done in the form of a written work order to client and signed and dated by both parties prior to any additional work.

Owner Initials:

Contractor Initials:

Page 5 of 5

Exhibit B



Irrigation • Landscape • Maintenance

Landscape Maintenance Service Agreement

For:



EASTLAND PARTNERS, LLC

BANNON LAKES

700 PONTE VEDRA LAKES BLVD.

PONTE VEDRA BEACH, FL. 320825



DAVE JACKSON

PROJECT DEVELOPMENT MANAGER

MAIN OFFICE: (386) 586-3321

FAX: (386) 586-3330

P.O. BOX 893

BUNNELL, FL. 32110

DAVE@LANDCAREGRP.COM

WWW.LANDCAREGRP.COM



P.O. Box 893 Bunnell, Florida 32110 • Main Office: (386) 586-3321 • Fax: (386) 586-3330 • www.landcaregrp.com

Landscape Management Service Agreement

This Agreement is entered into 06/01/2018, by and between Landcare Group, Inc., hereafter referred to as "Contractor", and Eastland Partners, LLC, the owner or designated or designated owner's representative, hereinafter referred to as "Owner".

The Contractor and Owner wish to enter into an agreement that defines the terms and conditions in which the Contractor will provide grounds maintenance, pest control, seasonal color, mulch installation and irrigation services as stated in "Practical Specifications for Contract Landscape Management" (Attachment 'A') which is attached to this agreement.

Services: The contractor agrees to perform landscape management services for the Owners property, located at Bannon Lakes Blvd., St. Augustine, FL 32095 hereinafter referred to as "Property", as put forth in the "Practical Specifications for Contract Landscape Management", (Attachment 'A').

Terms of Contract: The Contractor shall render landscape management services per ('Attachment A') for the term of 2 year(s) commencing on 06/01/2018 and shall end on 05/31/2019, unless terminated by either party by providing (30) days written notice prior to the end of the current terms.

Compensation: The Owner shall pay to the Contractor for services rendered as described in (Attachment 'A'), the sum of:

Common Area:

1. *Six thousand, three hundred, thirty-one dollars and five cents (\$6,331.25) per month, or*
2. *Seventy-five thousand, nine hundred, seventy-five dollars and sixty cents (\$75,975.60) per year.*

Amenity Center:

1. *Five thousand, three hundred, ninety-five dollars and eighty-nine cents (\$5,395.89) per month, or*
2. *Sixty-four thousand, seven hundred, fifty dollars and sixty-four cents (\$64,750.64) per year.*

Total:

1. *Eleven thousand, seven hundred, twenty-seven dollars and nineteen cents (\$11,727.19) per month, or*
2. *One hundred, forty thousand, seven hundred, twenty-six dollars and twenty-four cents (\$140,726.24) per year.*

To be paid within 10 days of the close of the month in which the work was performed. The Owner agrees to pay any and all expenses incurred by Contractor in the collection of due compensation.

Early Termination: In the event that the Contractor fails to provide services as described in (Attachment 'A'), the Owner may terminate this agreement by giving 60 days written notice. Contractor may also terminate this agreement immediately if Owner refuses or fails to pay Contractor according to the terms of this agreement.

Owner
Name: _____

Contractor
Name: David Jackson

Signature: _____

Signature: _____

Title: _____

Title: Project Development Manager

Date: _____

Date: _____



P.O. Box 893 Bunnell, Florida 32110 • Main Office: (386) 586-3321 • Fax: (386) 586-3330 • www.landcaregrp.com

Attachment 'A'
Practical Specifications for Contract Landscape Management for:
Eastland Partners, LLC

Scope of Work:

The contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape in an attractive condition throughout the one year contract period.

Lawn Care:

Mowing and Edging

Lawns shall be mowed weekly during the active growing season, and as needed during other seasons to maintain a neat appearance.

Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season. (St. Augustine Turf, no less than 3.5 inches).

Clippings shall not be caught and removed from the lawn area unless they are too unsightly for the particular location, or lying in swaths which may damage the lawn.

Mowing patterns will be alternated to distribute clippings evenly and prevent rutting in the lawn where possible.

Edges shall be trimmed during each mowing to maintain a neat appearance.

Fertilization

Lawns shall be fertilized with a commercial grade fertilizer for a total of six (6) pounds of actual nitrogen per 1,000 square feet per year. The number of applications will be dependent on the type of nitrogen used and the type of turf grass. Quantities and frequencies will be adequate to produce a consistent, green turf. (St. Augustine Turf, 6x per year).

Fungicide

Apply recommended, legally approved fungicides to control disease causing damage to turf area.

Pesticide

Apply recommended, legally approved pesticides to control insects and other pests causing damage to turf area.

Weed Control

Pre-emerge: this type of control should be used only if a weed problem warrants its use.

Owner Initials: _____

Contractor Initials: _____



P.O. Box 893 Bunnell, Florida 32110 • Main Office: (386) 586-3321 • Fax: (386) 586-3330 • www.landcaregrp.com

Post-emerge: control weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

Ground Cover Areas:

Weed Control

Keep reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective contact herbicides. Cultivating or hoeing weeds is not a recommended practice.

Pre-emerge: this type of control should be used only if a known weed problem warrants its use.

Post-emerge: control broad leaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

Fertilization

Apply two (2) pounds of actual nitrogen per 1,000 square feet per year (Spring and Fall) depending on the plant material and seasonal conditions. The number of applications will be dependent on the type of nitrogen used and the type of plant material. Quantities and frequencies will be adequate to produce healthy plant material.

Pesticide

Apply recommended, legally approved pesticides to control insects causing damage to ground cover area.

Shrub Care:

Pruning

Shrubs shall be pruned as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damaged or diseased wood.

Weed Control

Maintain beds reasonably free of weeds. Use recommended, legally approved herbicides to control weed growth in open areas whenever possible. Avoid frequent soil cultivation to maintain pre-emergent effectiveness and root health.

Pre-emerge: this type of control should be used only if a known weed problem warrants its use.

Post-emerge: control broad leaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

Owner Initials: _____

Contractor Initials: _____



P.O. Box 893 Bunnell, Florida 32110 • Main Office: (386) 586-3321 • Fax: (386) 586-3330 • www.landcaregrp.com

Fertilization

Fertilize recently established plants with a soluble nitrate fertilizer. Application rates will vary depending upon the size and age of the plant material. This includes surface applications for shrubs not located in turf and ground cover areas.

Fungicide

Apply recommended, legally approved fungicides to control disease causing damage to shrubs.

Pesticide

Apply recommended, legally approved pesticides to control insects causing damage to the shrubs.

Tree Care:

Pruning

Height limitation for tree pruning in this specification is 8 feet. On trees over 8 feet in height, only low hanging branches that present a hazard to pedestrians or vehicular traffic will be raised.

Trees under 8 feet are scheduled to be pruned in the winter months except for safety related pruning, which will be performed as needed. Evergreen trees shall be thinned and shaped only when necessary to minimize wind and storm damage. Palm pruning will be completed two times per year and is included in the contract.

Irrigation System:

The contractor will assign a technician to inspect the irrigation system one time per month to insure proper coverage of the landscape areas, adjustment of the irrigation heads, controller programs, dry areas within the landscape areas and breaks in the irrigation lines.

Water for a duration adequate for moisture to penetrate throughout the root zone, and only as frequently as necessary to maintain healthy plant growth.

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. Controller programs will be adjusted as dictated by the weather.

Watering shall be done within the times dictated by local government.

Any damages to the system caused by the contractor's equipment or carelessness while carrying out maintenance operations shall be repaired without charge.

Faulty electrical equipment, normal wear, vandalism, accidental damage caused by others or line breaks between the point of connection and the electric valves shall be reported promptly to the owner. Cost of labor and material to perform repairs is additional and shall be paid by owner. A minimum charge of \$35.00 per man hour will be applied for the Irrigation Technician services and \$65.00 per hour for an Irrigation specialist.

Owner Initials: _____

Contractor Initials: _____



P.O. Box 893 Bunnell, Florida 32110 • Main Office: (386) 586-3321 • Fax: (386) 586-3330 • www.landcaregrp.com

Whenever possible, owner's representative shall be instructed on how to turn off the system in case of emergency. Our office is to be notified at once or by the next business day. If the contractor is required to make an emergency repair or adjustment, a minimum amount of \$35.00 will apply for Irrigation Technician services.

Debris Cleanup:

All landscaped areas shall be inspected on days of service and any litter shall be removed. This includes trash along the ponds. Garden debris generated from our work, shall be removed from paved and landscaped areas on days of service. This excludes fall leaf pick up from parking areas, sidewalks, pools, etc.

Annual Color:

Annual color will be installed 4 times per year. The variety to be installed will be selected depending upon the season and macro climate. The spacing which the annuals are to be installed will be 8-9 inches on center.

Prior to each planting the soil will be tilled as required to provide a suitable growing environment. The soil will be replenished one time per year. The annuals will be fertilized at the time of installation using a balanced – slow release fertilizer. Supplemental fertilization applications will be applied as required to maintain healthy annuals.

Mulch:

Cypress mulch will be installed (1) time per year at a depth of 3 inches.

Personnel:

The property will be inspected weekly by the contractor to maintain a quality appearance and note any items that will need to be addressed at the next scheduled service visit.

A representative or crew must be available at all times in case of an emergency.

The contractor's work force and equipment is to be personally presentable at all times. The contractors employees are to be fully uniformed and polite to all people they encounter when on the client's property.

Additional Expenses:

If fuel exceeds 4.50 per gallon for premium, there will be a 2% surcharge on the monthly total until it drops back below 4.50. Not to exceed 500.00 per month.

Exclusions:

All work restricted specifically to the described areas as listed in our scope of work.

No under brushing or any natural vegetation is included unless otherwise specified. No vines or material will be pruned away from property lines, this is an additional service.

Owner Initials: _____

Contractor Initials: _____



P.O. Box 893 Bunnell, Florida 32110 • Main Office: (386) 586-3321 • Fax: (386) 586-3330 • www.landcaregrp.com

This does not include any brush trimming in center of canals/ponds or areas inaccessible to normal mowing conditions. Also excludes removal of large logs or anything two men cannot physically (within reason) pick up.

Any damage to screen enclosures not protected by landscape borders or kick plates.

Damage from freezes, high winds, hail, hurricanes, tornado, floods, tsunami, lightning, fire, restrictions by governmental agencies, government, city, state or local watering restrictions, regulations or mandates, acts of God or any act of nature.

Pests, fungus, disease or anything imported to or created in the United States that has no immediate control such as, but not limited to; Asian Cycad Scale, Bonder Nesting Whitefly, Borers, Chilli Thrips, Fig Whitefly, Fusarium Wilt, Ganoderma Butt Rot, Nematodes, Pink Hibiscus Mealy Bug, Rugose Spiraling Whitefly, Sri Lanka Weevil, Take-All Root Rot. New pests are introduced into the United States every year and this list is subject to change without notice.

Any damages to trees, shrubs, sod or flowers due to city, government or any water restrictions.

Damage caused by faulty irrigation controllers, timers, valves, solenoids, line breaks or anything affiliated with irrigation components restricting or stopping irrigating.

This does not include any maintenance or replacement to weathered items including sign repair, fence posts, timber retaining ties, or any other item that has deteriorated due to normal conditions. Any replacement work by the contractor will be authorized in the form of a written work order to client, signed and dated by both parties or email confirmation prior to any additional work.

Owner Initials: _____

Contractor Initials: _____

NINTH ORDER OF BUSINESS

C.

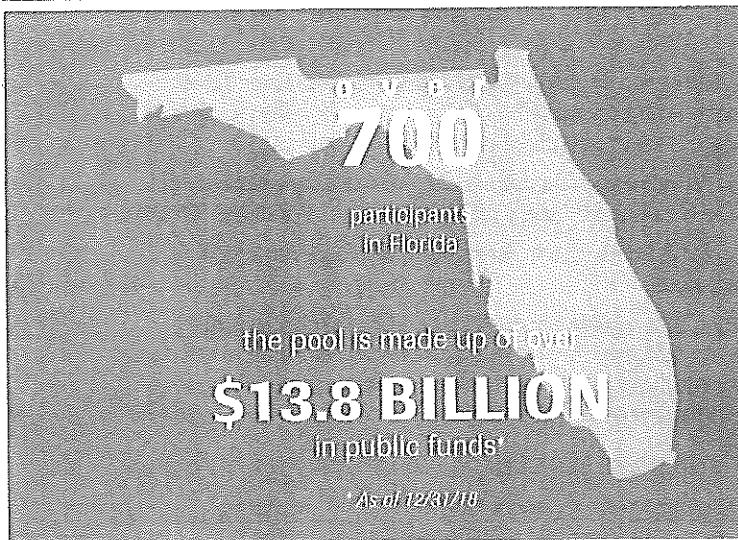
1.



What is Florida PRIME?

Florida PRIME is a government investment pool that offers management by Federated Investors, one of the nation's leading investment managers. The Pool offers investors experienced, government-level liquidity management, conservative investment policies, an extensive governance framework, a Standard & Poor's "AAAm" rating, full transparency, and best-in-class financial reporting.

Who uses the pool?



Eligible investors include a broad range of government and investors including:



- State agencies
- State universities and colleges
- Municipalities
- Cities
- Special districts
- School boards
- Political action support organizations

What are the BENEFITS?

- Daily liquidity
- Competitive yield
- No minimums
- No ACH or wire fees
- Unlimited transactions
- Reliable technology
- Personal support team

What types of assets are invested?



**OPERATING CASH | BOND PROCEEDS | STATE AID
GENERAL FUNDS | TRUST FUNDS | STABILIZATION FUNDS**

An investment in the Pool is not insured or guaranteed by any government or government agency. Although the manager of the Pool seeks to preserve principal, it is possible to lose money by depositing money in the Pool.

An AAAm rating by Standard & Poor's is obtained after S&P evaluates a number of factors, including credit quality, market price exposure and management. Ratings are subject to change and do not remove market risk.



The Premier Cash Management Solution for Florida Public Entities

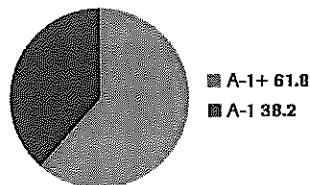
PORTFOLIO OVERVIEW

as of 9/30/18

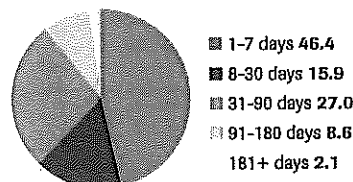
Pool Assets

\$9.5 billion

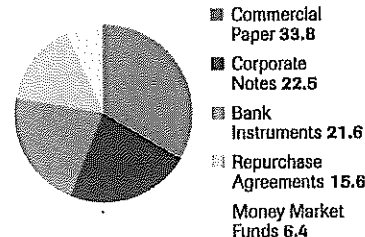
Credit Quality Composition (%)



Effective Maturity Schedule (%)



Portfolio Composition (%)



Top Holdings (%)

Federated Institutional Prime Value Obligations Fund	6.3
Royal Bank of Canada	5.3
Toronto Dominion Bank	5.1
Netherlands, Government of	5.1
Wells Fargo & Co.	5.1
Mitsubishi UFJ Financial Group, Inc.	5.1
Societe Generale, Paris	4.9
Barton Capital S.A.	4.8
North Rhine-Westphalia, State of	4.0
JPMorgan Chase & Co.	3.9
Total % of Portfolio:	49.7

Effective Average Maturity

35 Days

- Seeks preservation of capital, liquidity and competitive yield
- Accessed through easy-to-use, reliable technology
- Backed by personal, ongoing support from people who understand—and are committed to—Florida public finance

Conservative Management Consistent With State Statutes and Best Industry Practices

The Local Government Surplus Funds Trust Fund (Florida PRIME) was created by an Act of the Florida Legislature in 1977 and currently serves over 700 participants across the state.

- Invests exclusively in short-term, high-quality fixed-income securities rated in the highest short-term rating category by one or more nationally recognized statistical rating organizations, or securities of comparable quality.
- Seeks to maintain a \$1.00 value and maintain a weighted average maturity of 60 days or less, with the maximum maturity of any investment limited to 397 days.
- Rated AAAM by Standard & Poor's, the highest rating available for a local government investment pool.
- Complies with legislation that requires numerous operational and reporting enhancements, including restating investment objectives to emphasize safety, liquidity and competitive returns with minimization of risks; and providing for enhanced internal controls, transparency and communication.

Management by a World-Class Firm That Understands Public Finance

- Since February 13, 2008, Federated Investors has managed the assets of Florida PRIME to the exact specifications of its investment policies.
- Founded in 1955, Federated is a market leader in providing investment management and administrative services to public sector cash investors. Federated is also one of the largest institutional cash investment managers in the U.S.¹

The Highest Level of Support Through Superior Technology

- Pool participants can efficiently and accurately initiate transactions and obtain account information through online systems.
- www.sbafla.com/prime provides access to full portfolio information, as well as links to transaction and inquiry tools—24 hours a day, seven days a week.

To learn more about the advantages of putting Florida PRIME to work, call 1-850-488-7311.

¹ iMoneyNet, Inc. 9/30/18

Portfolio holdings and composition are shown as of the date indicated. Since market conditions fluctuate suddenly and frequently, the portfolio holdings may change and this list is not indicative of future portfolio composition. These portfolio holdings are not intended to be and do not constitute recommendations that others buy, sell, or hold any of the securities listed.

An investment in the Pool is not insured or guaranteed by any government or government agency. Although the manager of the Pool seeks to preserve principal, it is possible to lose money by depositing money in the Pool.

An AAAM rating by Standard & Poor's is obtained after S&P evaluates a number of factors, including credit quality, market price exposure and management. Ratings are subject to change and do not remove market risk.

2.

April 22, 2019

Bannon Lakes CDD
Attn: Shelby Stephens, Recording Secretary
475 West Town Place, Suite 114
St. Augustine, FL 32092

Dear Ms. Stephens:

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

Bannon Lakes CDD

212 registered voters in St. Johns County

This number is based on the streets within the legal description on file with our office.

Please contact us if we may be of further assistance.

Sincerely,



Vicky Oakes
Supervisor of Elections

VO/ew

ELEVENTH ORDER OF BUSINESS

A.

Bannon Lakes
Community Development District
Unaudited Financial Statements
as of
April 30, 2019

Bannon Lakes
Community Development District
Combined Balance Sheet
April 30, 2019

	<u>General</u>	<u>Debt Service</u>	<u>Capital Project</u>	<u>Memorandum Only</u>
<u>Assets:</u>				
Cash	\$408,646	---	---	\$408,646
Investments:		---	---	
Reserve	---	\$385,750	---	\$385,750
Interest	---	---	---	\$0
Revenue	---	\$548,516	---	\$548,516
Prepayment	---	\$50,000	---	\$50,000
Due From Developer - Construction FR	---	---	---	\$0
Due From General Fund	---	\$4,257	---	\$4,257
Prepaid Expenses	\$1,333	---	---	\$1,333
Utilities Deposit	\$50	---	---	\$50
Total Assets	\$410,029	\$988,523	\$0	\$1,398,552
<u>Liabilities:</u>				
Accounts Payable	\$8,384	---	---	\$8,384
Accrued Expenses	---	---	---	\$0
Deferred Revenues	\$56,873	---	---	\$56,873
Due to Debt	\$4,257	---	---	\$4,257
Due to General Fund	---	---	---	\$0
Contracts Payable	---	---	---	\$0
Retainage Payable	---	---	---	\$0
<u>Fund Balances:</u>				
Restricted for Debt Service	---	\$988,523	---	\$988,523
Restricted for Capital Projects	---	---	\$0	\$0
Nonspendable	\$0	---	---	\$0
Unassigned	\$340,515	---	---	\$340,515
Total Liabilities & Fund Equity	\$410,029	\$988,523	\$0	\$1,398,552

Bannon Lakes
Community Development District
GENERAL FUND
Statement of Revenues & Expenditures
For The Period Ending April 30, 2019

	<i>Adopted Budget</i>	<i>Prorated Thru 4/30/19</i>	<i>Actual Thru 4/30/19</i>	<i>Variance</i>
<u>REVENUES:</u>				
Assessment - Tax Roll	\$225,760	\$225,760	\$224,114	(\$1,646)
Assessment - Direct	\$213,423	\$160,067	\$91,177	(\$68,890)
Developer Contributions	\$127,247	\$0	\$0	\$0
Facility Revenue	\$0	\$0	\$50	\$50
Total Revenues	\$566,430	\$385,827	\$315,341	(\$70,486)
<u>EXPENDITURES:</u>				
Supervisors	\$4,000	\$2,333	\$0	\$2,333
FICA Expense	\$306	\$179	\$0	\$179
Engineering	\$4,000	\$2,333	\$0	\$2,333
Attorney Fees	\$20,000	\$11,667	\$2,163	\$9,503
Dissemination	\$4,100	\$2,392	\$2,392	(\$0)
Annual Audit	\$4,200	\$0	\$0	\$0
Arbitrage	\$600	\$0	\$0	\$0
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Trustee Fees	\$10,000	\$3,667	\$3,667	\$0
Management Fees	\$45,000	\$26,250	\$26,250	\$0
Information Technology	\$1,733	\$1,011	\$1,011	(\$0)
Telephone	\$200	\$117	\$17	\$100
Postage	\$500	\$292	\$175	\$117
Insurance	\$5,500	\$5,500	\$5,610	(\$110)
Printing and Binding	\$3,000	\$1,750	\$749	\$1,001
Legal Advertising	\$3,000	\$1,750	\$714	\$1,036
Other Current Charges	\$700	\$408	\$250	\$158
Office Supplies	\$400	\$233	\$687	(\$453)
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative	\$112,414	\$65,056	\$48,859	\$16,197
<u>Amenity Center</u>				
Insurance	\$15,106	\$15,106	\$13,413	\$1,693
Utilities				
Phone/Internet/Cable	\$3,000	\$1,750	\$2,776	(\$1,026)
Electric	\$25,000	\$14,583	\$8,360	\$6,223
Water/Irrigation	\$10,000	\$5,833	\$4,737	\$1,097
Telephone	\$4,000	\$2,333	\$0	\$2,333
Gas	\$200	\$117	\$0	\$117
Refuse	\$2,500	\$1,458	\$1,391	\$68
Security				
Security Monitoring	\$600	\$350	\$0	\$350
Access Cards	\$500	\$292	\$2,600	(\$2,308)
Management Contracts				
Facility Management	\$30,900	\$18,025	\$0	\$18,025

Bannon Lakes
Community Development District
GENERAL FUND
Statement of Revenues & Expenditures
For The Period Ending April 30, 2019

	<i>Adopted Budget</i>	<i>Prorated Thru 4/30/19</i>	<i>Actual Thru 4/30/19</i>	<i>Variance</i>
<i>Continued Management Contacts</i>				
Field Mgmt/ Admin	\$22,000	\$12,833	\$10,850	\$1,983
Pool Maintenance	\$8,800	\$5,133	\$4,781	\$352
Pool Chemicals	\$10,000	\$5,833	\$1,621	\$4,213
Janitorial	\$7,000	\$4,083	\$3,780	\$303
Janitorial Supplies	\$3,450	\$2,013	\$0	\$2,013
Facility Maintenance	\$7,500	\$4,375	\$3,515	\$860
Repairs & Maintenance	\$4,310	\$2,514	\$722	\$1,792
Special Events	\$3,000	\$2,985	\$2,985	\$0
Holiday Decorations	\$1,500	\$875	\$0	\$875
Fitness Center Repairs/Supplies	\$900	\$525	\$0	\$525
Office Supplies	\$250	\$146	\$698	(\$552)
ASCAP/BMI Licenses	\$500	\$292	\$0	\$292
<i>Amenity Center Expenditures</i>	\$161,016	\$101,455	\$62,229	\$39,226
<i>Ground Maintenance Expenditures</i>				
Hydrology Quality/Mitigation	\$3,000	\$0	\$0	\$0
Landscape Maintenance	\$135,000	\$78,750	\$79,653	(\$903)
Landscape Contingency	\$20,000	\$11,667	\$0	\$11,667
Lake Maintenance	\$7,500	\$4,375	\$3,255	\$1,120
Ground Maintenance	\$8,000	\$4,667	\$0	\$4,667
Pump Repairs	\$2,000	\$1,167	\$0	\$1,167
Streetlights	\$0	\$0	\$5,014	(\$5,014)
Streetlight Repairs	\$5,000	\$2,917	\$0	\$2,917
Irrigation Repairs	\$7,500	\$4,375	\$2,541	\$1,834
Miscellaneous	\$5,000	\$2,917	\$0	\$2,917
Reclaim Water	\$100,000	\$58,333	\$12,883	\$45,451
<i>Total Ground Maintenance Expenditures</i>	\$293,000	\$169,167	\$103,345	\$65,821
<i>TOTAL EXPENSES</i>	\$566,430	\$335,678	\$214,433	\$121,245
<i>EXCESS REVENUES (EXPENDITURES)</i>	\$0		\$100,908	
<i>FUND BALANCE - Beginning</i>	\$0		\$239,607	
<i>FUND BALANCE - Ending</i>	\$0		\$340,515	

Bannon Lakes
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2019

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Revenues:</u>													
Assessments - Tax Roll	\$0	\$9,247	\$127,927	\$42,399	\$36,179	\$5,867	\$2,495	\$0	\$0	\$0	\$0	\$0	\$224,114
Assessments - Direct	\$31,653	\$4,362	\$0	\$6,848	\$39,155	\$0	\$9,161	\$0	\$0	\$0	\$0	\$0	\$91,177
Developer Contributions - PR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Revenue	\$0	\$0	\$0	\$0	\$25	\$0	\$25	\$0	\$0	\$0	\$0	\$0	\$50
Total Revenues	\$31,653	\$13,608	\$127,927	\$49,247	\$75,359	\$5,867	\$11,680	\$0	\$0	\$0	\$0	\$0	\$315,341
<u>Expenditures:</u>													
<u>Administrative</u>													
Supervisors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney Fees	\$13	\$83	\$163	\$1,130	\$147	\$629	\$0	\$0	\$0	\$0	\$0	\$0	\$2,163
Dissemination	\$342	\$342	\$342	\$342	\$342	\$342	\$342	\$0	\$0	\$0	\$0	\$0	\$2,392
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assessment Roll	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Trustee Fees	\$1,000	\$0	\$0	\$2,667	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,667
Management Fees	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$0	\$0	\$0	\$0	\$0	\$26,250
Computer Time	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$0	\$0	\$0	\$0	\$0	\$1,011
Telephone	\$6	\$11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17
Postage	\$3	\$4	\$5	\$84	\$14	\$9	\$56	\$0	\$0	\$0	\$0	\$0	\$175
Insurance	\$5,610	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,610
Printing and Binding	\$173	\$33	\$33	\$17	\$298	\$25	\$170	\$0	\$0	\$0	\$0	\$0	\$749
Legal Advertising	\$323	\$0	\$76	\$76	\$81	\$81	\$76	\$0	\$0	\$0	\$0	\$0	\$714
Other Current Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$250	\$0	\$0	\$0	\$0	\$0	\$250
Office Supplies	\$0	\$0	\$0	\$655	\$15	\$0	\$15	\$0	\$0	\$0	\$0	\$0	\$687
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$16,539	\$4,367	\$4,513	\$8,866	\$4,791	\$4,980	\$4,803	\$0	\$0	\$0	\$0	\$0	\$48,859
<u>Amenity Center</u>													
Insurance	\$13,413	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,413
Phone/Internet/Cable	\$390	\$391	\$391	\$390	\$405	\$404	\$404	\$0	\$0	\$0	\$0	\$0	\$2,776
Electric	\$1,500	\$995	\$799	\$1,505	\$1,376	\$1,032	\$1,152	\$0	\$0	\$0	\$0	\$0	\$8,360
Water/Irrigation	\$820	\$798	\$669	\$617	\$649	\$505	\$678	\$0	\$0	\$0	\$0	\$0	\$4,737
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gas	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Refuse	\$199	\$201	\$201	\$199	\$198	\$196	\$197	\$0	\$0	\$0	\$0	\$0	\$1,391
Security Monitoring	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Access Cards	\$0	\$0	\$2,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,600
Facility Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Field Mgmt/ Admin	\$1,597	\$1,597	\$1,597	\$1,597	\$1,364	\$1,550	\$1,550	\$0	\$0	\$0	\$0	\$0	\$10,850
Pool Maintenance	\$911	\$911	\$911	\$911	(\$227)	\$683	\$683	\$0	\$0	\$0	\$0	\$0	\$4,781
Pool Chemicals	\$0	\$597	\$0	\$270	\$0	\$124	\$630	\$0	\$0	\$0	\$0	\$0	\$1,621
Janitorial	\$583	\$583	\$583	\$583	\$367	\$540	\$540	\$0	\$0	\$0	\$0	\$0	\$3,780
Facility Maintenance	\$1,037	\$970	\$54	\$207	\$313	\$426	\$508	\$0	\$0	\$0	\$0	\$0	\$3,515

Bannon Lakes
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2019

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Amenity Center Continued</u>													
Repairs & Maintenance	\$0	\$584	\$0	\$138	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$722
Special Events	\$0	\$1,423	\$0	\$0	\$0	\$0	\$1,562	\$0	\$0	\$0	\$0	\$0	\$2,985
Holiday Decorations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fitness Center Repairs/Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$623	\$61	\$14	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$698
ASCAP/BMI Licenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Amenity Center	\$20,450	\$9,672	\$7,866	\$6,431	\$4,445	\$5,460	\$7,904	\$0	\$0	\$0	\$0	\$0	\$62,229
<u>Ground Maintenance Expenditures</u>													
Hydrology Quality/Mitigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape Maintenance	\$11,321	\$11,321	\$11,321	\$11,321	\$11,321	\$11,321	\$11,727	\$0	\$0	\$0	\$0	\$0	\$79,653
Landscape Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Maintenance	\$465	\$465	\$465	\$465	\$465	\$465	\$465	\$0	\$0	\$0	\$0	\$0	\$3,255
Ground Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pump Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Streetlights	\$711	\$711	\$711	\$712	\$717	\$717	\$736	\$0	\$0	\$0	\$0	\$0	\$5,014
Streetlight Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Irrigation Repairs	\$382	\$221	\$313	\$546	\$277	\$424	\$379	\$0	\$0	\$0	\$0	\$0	\$2,541
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reclaim Water	\$3,755	\$1,958	\$1,504	\$1,173	\$1,156	\$1,342	\$1,994	\$0	\$0	\$0	\$0	\$0	\$12,883
Total Ground Maintenance Expenditures	\$16,634	\$14,676	\$14,314	\$14,216	\$13,935	\$14,269	\$15,301	\$0	\$0	\$0	\$0	\$0	\$103,345
Total Expenses	\$53,623	\$28,715	\$26,692	\$29,513	\$23,172	\$24,709	\$28,009	\$0	\$0	\$0	\$0	\$0	\$214,433
Excess Revenues (Expenditures)	(\$21,970)	(\$15,107)	\$101,235	\$19,783	\$52,187	(\$18,842)	(\$16,329)	\$0	\$0	\$0	\$0	\$0	\$100,908

Bannon Lakes
Community Development District
DEBT SERVICE FUND
Statement of Revenues & Expenditures
For The Period Ending April 30, 2019

<i>Adopted Budget</i>	<i>Prorated Thru 4/30/19</i>	<i>Actual Thru 4/30/19</i>	<i>Variance</i>
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REVENUES:

<i>Interest Income</i>	\$50	\$0	\$3,441	\$3,441
<i>Special Assessments - Tax Roll</i>	\$458,500	\$458,500	\$456,825	(\$1,675)
<i>Special Assessments - Direct Assessments</i>	\$313,000	\$234,750	\$94,323	(\$140,427)
<i>Prepayments</i>	\$0	\$0	\$48,184	\$48,184
<i>TOTAL REVENUES</i>	\$771,550	\$693,250	\$602,773	(\$90,477)

EXPENDITURES:

Series 2016

<i>Interest Expense - 11/01</i>	\$292,563	\$292,563	\$292,563	\$0
<i>Interest Expense - 05/01</i>	\$292,563	\$0	\$0	\$0
<i>Principal Expense - 05/01</i>	\$0	\$0	\$0	\$0
<i>TOTAL EXPENDITURES</i>	\$585,126	\$292,563	\$292,563	\$0

OTHER SOURCES/(USES)

<i>Interfund Transfer In/(Out)</i>	\$0	\$0	\$0	\$0
<i>TOTAL OTHER SOURCES AND USES</i>	\$0	\$0	\$0	\$0

<i>EXCESS REVENUES (EXPENDITURES)</i>	\$186,425	\$310,210
--	------------------	------------------

<i>FUND BALANCE - Beginning</i>	\$292,662	\$678,312
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<i>FUND BALANCE - Ending</i>	<u>\$479,087</u>	<u>\$988,523</u>
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Bannon Lakes
Community Development District
CAPITAL PROJECTS FUND
Statement of Revenues & Expenditures
For The Period Ending April 30, 2019

	Series 2016
<u>REVENUES:</u>	
Developer Contribution	\$754,151
Interest Income	\$0
<i>TOTAL REVENUES</i>	\$754,151
<u>EXPENDITURES:</u>	
Capital Outlay	\$716,955
<i>TOTAL EXPENDITURES</i>	\$716,955
<u>OTHER SOURCES/(USES)</u>	
Interfund Transfer In (Out)	\$0
<i>TOTAL OTHER SOURCES/(USES)</i>	\$0
<i>EXCESS REVENUES (EXPENDITURES)</i>	\$37,196
<i>FUND BALANCE - Beginning</i>	(\$37,196)
<i>FUND BALANCE - Ending</i>	\$0

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
<hr/>	
Current Bonds Outstanding	\$11,850,000

B.

BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2019 ASSESSMENT RECEIPTS

ASSESSED	# UNITS	SERIES 2016 DEBT SERVICE NET	FY19 O&M NET	TOTAL ASSESSED
RREF III-P-EP ARAGON INVESTMENTS LLC (ACRES)	65.78	-	24,731.21	24,731.21
RREF III-P-EP CYPRESS CREEK FARMS LLC (ACRES)	68.86	-	25,889.20	25,889.20
RREF III-P-EP BANNON LAKES JV LLC (ACRES)	24.61	-	9,252.59	9,252.59
SUBTOTAL ADMIN O&M	159.25	-	59,873.00	59,873.00
LENNAR HOMES, LLC	62	104,897.18	51,460.00	156,357.18
KB HOME JACKSONVILLE LLC	90	152,270.10	74,700.00	226,970.10
PULTE HOME CORPORATION	33	55,832.37	27,390.00	83,222.37
SUBTOTAL SERIES 2016 LOTS	185	312,999.65	153,550.00	466,549.65
TAX ROLL ASSESSED	272	460,180.53	225,760.00	685,940.53
TOTAL ASSESSED	616	773,180.18	439,182.99	1,212,363.18

DUE / RECEIVED	BALANCE DUE	SERIES 2016 DEBT SERVICE RECEIVED	O&M RECEIVED	TOTAL RECEIVED
RREF III-P-EP ARAGON INVESTMENTS LLC (ACRES)	6,182.81	-	18,548.40	18,548.40
RREF III-P-EP CYPRESS CREEK FARMS LLC (ACRES)	6,472.30	-	19,416.90	19,416.90
RREF III-P-EP BANNON LAKES JV LLC (ACRES)	2,313.14	-	6,939.45	6,939.45
SUBTOTAL ADMIN O&M	14,968.25	-	44,904.75	44,904.75
LENNAR HOMES, LLC	78,178.58	52,448.60	25,730.00	78,178.60
KB HOME JACKSONVILLE LLC	56,742.51	114,202.59	56,025.00	170,227.59
PULTE HOME CORPORATION	20,805.60	41,874.27	20,542.50	62,416.77
SUBTOTAL SERIES 2016 LOTS	155,726.69	208,525.46	102,297.50	310,822.96
TAX ROLL RECEIPTS	5,001.87	456,824.92	224,113.74	680,938.66
TOTAL RECEIPTS	175,696.81	665,350.38	371,315.99	1,036,666.37

NO LOTS PLATTED IN TIME TO BE PLACED ON 2018 PROPERTY TAX BILLS. ASSESSMENTS INVOICED DIRECTLY
WITH PAYMENTS DUE IN INSTALLMENTS OF 25% DUE 10/15/18, 1/1/19, 4/1/19, 7/1/19

THERE IS AN ADDITIONAL \$107,447 DUE FOR DEVELOPER CONTRIBUTION

TAX ROLL RECEIPTS

DISTRIBUTION	DATE	SERIES 2016 DEBT SERVICE RECEIVED	O&M RECEIVED	TOTAL RECEIVED
1	11/07/18	222.15	108.99	331.14
2	11/19/18	13,546.10	6,645.58	20,191.68
3	11/27/18	5,079.79	2,492.09	7,571.88
4	12/13/18	15,239.37	7,476.28	22,715.65
5	12/27/18	245,523.10	120,451.19	365,974.29
INTEREST	01/10/19	68.47	33.59	102.06
6	01/28/19	86,356.40	42,365.59	128,721.99
7	02/25/19	73,746.02	36,179.06	109,925.08
8	03/19/19	11,958.67	5,866.80	17,825.47
INTEREST	04/11/19	827.82	406.12	1,233.94
9	04/24/19	4,257.03	2,088.45	6,345.48
		-	-	
		-	-	
		-	-	
		-	-	
TOTAL TAX ROLL RECEIPTS		456,824.92	224,113.74	680,938.66

PERCENT COLLECTED DIRECT	66.62%	68.97%	67.57%
PERCENT COLLECTED TAX ROLL	99.27%	99.27%	99.27%
PERCENT COLLECTED TOTAL	86.05%	84.55%	85.51%

C.

*Bannon Lakes
Community Development District*

Check Run Summary

4/1/19 - 4/30/19

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>	<i>Amount</i>
<i>General Fund</i>			
<i>4/4/19</i>	<i>425-428</i>	<i>\$ 12,374.30</i>	
<i>4/11/19</i>	<i>429-431</i>	<i>\$ 3,488.00</i>	
<i>4/22/19</i>	<i>432-435</i>	<i>\$ 13,372.30</i>	
	<i>Total Checks</i>		<i>\$ 29,234.60</i>
<i>4/8/19</i>	<i>St Johns County Utility Dept</i>	<i>\$ 2,672.34</i>	
<i>4/18/19</i>	<i>AT&T</i>	<i>\$ 189.08</i>	
<i>4/25/19</i>	<i>FPL</i>	<i>\$ 1,887.39</i>	
<i>4/29/19</i>	<i>AT&T</i>	<i>\$ 215.31</i>	
	<i>Total Paid Electronically</i>		<i>\$ 4,964.12</i>
<i>Total General Fund</i>			<i>\$ 34,198.72</i>

** Fedex Invoices will be available upon request*

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/27/19 PAGE 1
 *** CHECK DATES 04/01/2019 - 04/30/2019 *** BANNON LAKES - GENERAL FUND
 BANK A BANNON LAKES-GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
4/04/19	00039	4/06/19 03-13-19	201904 320-57200-49400	EVENT 4/6/19	*	450.00	
				BACKYARD CARNIVALS			450.00 000425
4/04/19	00013	4/01/19 8144	201904 330-53800-46200	APR LANDSCAPE MAINT-AMEN	*	5,395.89	
				LANDCARE GROUP, INC.			5,395.89 000426
4/04/19	00013	4/01/19 8145	201904 330-53800-46200	APR LANDSCAPE MAINT-LAKES	*	6,331.25	
				LANDCARE GROUP, INC.			6,331.25 000427
4/04/19	00018	3/16/19 687-9677	201904 320-57200-45800	APR REFUSE	*	197.16	
				REPUBLIC SERVICES #687			197.16 000428
4/11/19	00040	4/02/19 1	201904 310-51300-31600	2016 5/1/19 PREPAY AMORT	*	250.00	
				DISCLOSURE SERVICES LLC			250.00 000429
4/11/19	00017	4/01/19 424996	201904 330-53800-46800	APR LAKE MAINTENANCE	*	465.00	
				LAKE DOCTORS, INC.			465.00 000430
4/11/19	00014	4/01/19 49	201904 320-57200-45300	APR JANITORIAL SERVICES	*	540.00	
		4/01/19 49	201904 320-57200-45200	APR POOL MAINTENANCE	*	683.00	
		4/01/19 49	201904 320-57200-46001	APR OPERATIONS MANAGEMENT	*	1,550.00	
				RIVERSIDE MANAGMENT SERVICES, INC			2,773.00 000431
4/22/19	00037	4/15/19 04152019	201904 300-20700-10200	ST.JOHNS CTY DIST #8	*	11,958.67	
		4/15/19 04152019	201904 300-20700-10200	ST.JOHNS DIST INTEREST #2	*	827.82	
				BANNON LAKES CDD C/O BANK OF NEW			12,786.49 000432
4/22/19	00013	3/31/19 8189	201903 330-53800-46400	IRRIGATION REPAIRS	*	48.25	
				LANDCARE GROUP, INC.			48.25 000433
4/22/19	00013	3/31/19 8190	201903 330-53800-46400	IRRIGATION REPAIRS	*	376.00	
				LANDCARE GROUP, INC.			376.00 000434

BANL -BANNON LAKES- BPEREGRINO

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/27/19 PAGE 2
 *** CHECK DATES 04/01/2019 - 04/30/2019 *** BANNON LAKES - GENERAL FUND
 BANK A BANNON LAKES-GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
4/22/19	00002	2/12/19 I0314233	201902 310-51300-48000	NOTICE OF MEETING 2/20/19	*	80.78	
		3/12/19 I0315215	201903 310-51300-48000	NOTICE OF MEETING 3/20/19	*	80.78	
							161.56 000435

TOTAL FOR BANK A						29,234.60	
TOTAL FOR REGISTER						29,234.60	

BANL -BANNON LAKES- BPEREGRINO

Backyard Carnivals

5570 Florida Mining Blvd. Ste 506

Jacksonville FL 32257

Ph. 904-992-0056

Email: backyardcarnivalsinc@yahoo.com

INVOICE: 03-13-19. Prepared RA attached

Ms. Amanda Ferguson

Riverside Management Services

9655 Florida Mining Blvd Bld 300, Ste 305

Jacksonville FL 32257

Ph 904-803-2763 Email: am@rsmf.com

Event Date: Sat. April 6th 2019

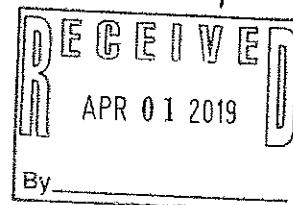
Del: 3-4:00 PM

Start: 5:00 PM

End: 8:00 PM

1-32-572-494

39



DEL: Bannon Lakes CDD 435 Bannon Lakes Blvd St. Augustine FL 32092

<u>QTY</u>	<u>ITEM</u>	<u>PRICE</u>	<u>DISCOUNT</u>
1	50' Wet Dry Obstacle Course	\$375.00	\$300.00
1	Modular Moonwalk	\$135.00	\$100.00
1	Generator	\$65.00 each	\$50.00

TOTAL: \$450.00 Tax Exempt Certificate Required.

SECURITY DEPOSIT: Pending RA or 50% within four working days of invoice date CC# only

BALANCE DUE: \$450.00 Upon delivery and prior to set up

*Please review our "Rental Agreement," prior to booking your event. When you are ready to book your event an invoice will be forwarded. A 50% Security Deposit must be received within four working days of your original invoice date. Regardless of any additions made to your order. Your event will be added to our schedule at this time. Your event will remain on our schedule for up to four working days. After four working days, your event will remain on our schedule, but will no longer be secured. Requests for processing of any documents, forms, or certificate must be outlined and established, prior to your booking. \$50.00 fee required for processing of any packets. \$35.00 for each "additionally insured certificates." Copies of prior years are not kept on file, so information must be provided via email. Final Balance Due will be collected upon delivery, prior to any set up. We accept Visa or Mastercard. A 2.5% convenience fee, applies Backyard Carnivals Inc reserves the right to work with one sole person throughout the booking process. We are happy to serve you seven days a week. Please keep in mind that we do not keep normal business hours because of this situation. We look forward to working with you.



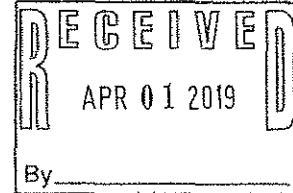
Irrigation • Landscape • Maintenance
 35 Enterprise Drive
 Bunnell, FL 32110
 (386) 586-3321

Invoice

Terms	Date	Invoice #
Net 30	4/1/2019	8144

WE HAVE MOVED!
 Please note our new address.

Bannon Lakes CDD
 475 W. Town Place, Suite 114
 St. Augustine, FL 32092



1-33-538-462

13

Project		Project #	
Bannon Lakes Amenity Center		M101	
Description	Quantity	Rate	Amount
Monthly maintenance for the month of April	1	5,395.89	5,395.89
Thank you for your business!		Total	\$5,395.89
		Payments/Credits	\$0.00
		Balance Due	\$5,395.89



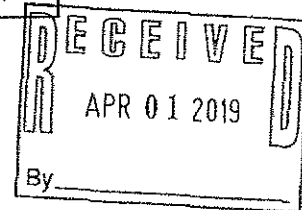
Irrigation • Landscape • Maintenance
35 Enterprise Drive
Bunnell, FL 32110
(386) 586-3321

Invoice

Terms	Date	Invoice #
Net 30	4/1/2019	8145

WE HAVE MOVED!
Please note our new address.

Bannon Lakes CDD
475 W. Town Place, Suite 114
St. Augustine, FL 32092



1-33-538-462
13

Project			Project #
Common Areas & Lakes			M102
Description	Quantity	Rate	Amount
Monthly maintenance for the month of April *Increase this month due to additional area added*	1	6,331.25	6,331.25
Thank you for your business!		Total	\$6,331.25
		Payments/Credits	\$0.00
		Balance Due	\$6,331.25



REPUBLIC
SERVICES

8619 Western Way
Jacksonville FL 32256-036060

Customer Service (904) 731-2456
RepublicServices.com/Support

Account Number 3-0687-0010861
Invoice Number 0687-000967794
Invoice Date March 16, 2019
Previous Balance \$195.90
Payments/Adjustments -\$196.90
Current Invoice Charges \$197.16

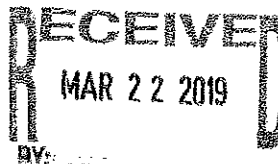
Total Amount Due	Payment Due Date
\$197.16	April 05, 2019

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 03/11	403	-\$195.90

CURRENT INVOICE CHARGES

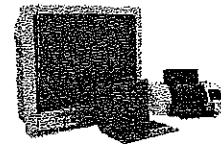
Description	Reference	Quantity	Unit Price	Amount
Bannon Lakes Cdd 435 Bannon Lakes Dr CSA A172389154 St. Augustine, FL Contract: 9687022 (C51) 1 Waste Container 6 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30			\$137.34	\$137.34
Administrative Fee				\$5.95
Total Fuel/Environmental Recovery Fee				\$44.85
Total Franchise - Local				\$9.02
CURRENT INVOICE CHARGES				\$197.16



1-32-572-458
18

Electronics Recycling with BlueGuard™

Convenient recycling solutions that are safe for your business and good for our planet. To learn more, visit RepublicServices.com/Electronics



REPUBLIC
SERVICES

8619 Western Way
Jacksonville FL 32256-036060

Please Return This
Portion With Payment

Total Enclosed

Return Service Requested

L2RCACDTQC 007620



BANNON LAKES CDD
LOUIS COWLING
475 W TOWN PL
STE 114
ST AUGUSTINE FL 32092-3649



Total Amount Due	\$197.16
Payment Due Date	April 05, 2019
Account Number	3-0687-0010861
Invoice Number	0687-000967794

☐ For Billing Address Changes,
Check Box and Complete Below:

Make Checks Payable To:



REPUBLIC SERVICES #687
PO BOX 9001099
LOUISVILLE KY 40290-1099

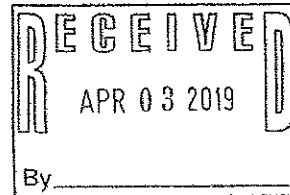
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L2RCACDTQC 007620 1NNNNNNNN NNN 001 001 015243 21109569.1

1005 Bradford Way
Kingston, TN 37763

Date	Invoice #
4/2/2019	1

Bill To
Bannon Lakes CDD C/O GMS



131-513-316
40

Terms	Due Date
Net 30	5/2/2019

Description	Amount
Amortization Schedule Series 2016 5-1-19 Prepay \$50,000	250.00
Total	\$250.00
Payments/Credits	\$0.00
Balance Due	\$250.00



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

INVOICE

Invoice #	424996
Account #	723475
Invoice Date	4/1/2019
Due Date	4/11/2019
Rep	MAS

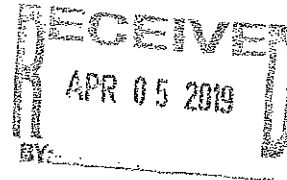
Bill To
BANNON LAKES CDD GMS MANAGEMENT 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FLORIDA 32092

1-33-538-468

17

Invoice Questions:
Lakes@lakedoctors.com
Payment Questions:
Payments@lakedoctors.com

P.O. No.	Terms	Invoice Date Reflects Month of Service Provided
	NET 10 DAYS	
Item	Description	Amount
	Monthly Water Management Service (R)	465.00
Customer Total Balance		\$465.00
Total Invoice		\$465.00



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

Please visit www.lakedoctors.com for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

Bill To
BANNON LAKES CDD GMS MANAGEMENT 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FLORIDA 32092

Amount Enclosed

Invoice #	424996
Account #	723475
Date	4/1/2019

Go Green! Contact us at Payments@lakedoctors.com to have your invoices emailed.

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

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



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

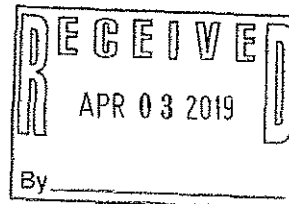
Riverside Management Services, Inc

9655 Florida Mining Blvd West
Suite 305
Jacksonville, FL 32257

Invoice

Date	Invoice #
4/1/2019	49

Bill To
Bannon Lakes CDD 9655 Florida Mining Blvd W Suite 305 Jacksonville, FL 32257



P.O. No.	Terms	Project

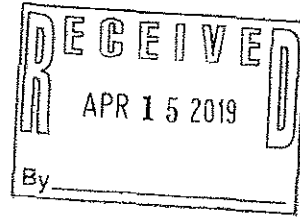
Quantity	Description	Rate	Amount
	Janitorial Services - April 2019 320, 572, 4530	540.00	540.00
	Pool Maintenance Services - April 2019 320, 572, 4520	683.00	683.00
	Operations Management Services - April 2019 320, 572, 46001	1,550.00	1,550.00
	14		
Total			\$2,773.00

RMW
4, 1, 19

Bannon Lakes
COMMUNITY DEVELOPMENT DISTRICT

General Fund

Check Request



Date	Amount	Authorized By
April 15, 2019	\$12,786.49	Sheryl Fulks

Payable to:

Bannon Lakes CDD c/o BNY Mellon #37

Date Check Needed:

Budget Category:

ASAP	1-300-20700-10200
------	-------------------

Intended Use of Funds Requested:

St. Johns Cty Dist #8	11,958.67
St. Johns Cty Dist Interest #2	827.82
	12,786.49
(Attach supporting documentation for request.)	

BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2019 ASSESSMENT RECEIPTS

ASSESSED	# UNITS	SERIES 2016 DEBT SERVICE NET	FY19 O&M NET	TOTAL ASSESSED
RREF III-P-EP ARAGON INVESTMENTS LLC (ACRES)	65.78	-	24,731.21	24,731.21
RREF III-P-EP CYPRESS CREEK FARMS LLC (ACRES)	68.86	-	25,889.20	25,889.20
RREF III-P-EP BANNON LAKES JV LLC (ACRES)	24.61	-	9,252.59	9,252.59
SUBTOTAL ADMIN O&M	159.25	-	59,873.00	59,873.00
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PULTE HOME CORPORATION	33	55,832.37	27,390.00	83,222.37
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TOTAL ASSESSED	616	773,180.18	439,182.99	1,212,363.18

DUE / RECEIVED	BALANCE DUE	SERIES 2016 DEBT SERVICE RECEIVED	O&M RECEIVED	TOTAL RECEIVED
RREF III-P-EP ARAGON INVESTMENTS LLC (ACRES)	6,182.81	-	18,548.40	18,548.40
RREF III-P-EP CYPRESS CREEK FARMS LLC (ACRES)	6,472.30	-	19,416.90	19,416.90
RREF III-P-EP BANNON LAKES JV LLC (ACRES)	2,313.14	-	6,939.45	6,939.45
SUBTOTAL ADMIN O&M	14,968.25	-	44,904.75	44,904.75
LENNAR HOMES, LLC	78,178.58	52,448.60	25,730.00	78,178.60
KB HOME JACKSONVILLE LLC	226,970.10	-	-	-
PULTE HOME CORPORATION	20,805.60	41,874.27	20,542.50	62,416.77
SUBTOTAL SERIES 2016 LOTS	325,954.28	94,322.87	46,272.50	140,595.37
TAX ROLL RECEIPTS	11,347.35	452,567.89	222,025.29	674,593.18
TOTAL RECEIPTS	352,269.88	546,890.76	313,202.54	860,093.30

NO LOTS PLATTED IN TIME TO BE PLACED ON 2018 PROPERTY TAX BILLS. ASSESSMENTS INVOICED DIRECTLY
WITH PAYMENTS DUE IN INSTALLMENTS OF 25% DUE 10/15/18, 1/1/19, 4/1/19, 7/1/19

THERE IS AN ADDITIONAL \$107,447 DUE FOR DEVELOPER CONTRIBUTION

TAX ROLL RECEIPTS

DISTRIBUTION	DATE	SERIES 2016 DEBT SERVICE RECEIVED	O&M RECEIVED	TOTAL RECEIVED
1	11/07/18	222.15	108.99	331.14
2	11/19/18	13,546.10	6,645.58	20,191.68
3	11/27/18	5,079.79	2,492.09	7,571.88
4	12/13/18	15,239.37	7,476.28	22,715.65
5	12/27/18	245,523.10	120,451.19	365,974.29
INTEREST	01/10/19	68.47	33.59	102.06
6	01/28/19	86,356.40	42,365.59	128,721.99
7	02/25/19	73,746.02	36,179.06	109,925.08
8	03/19/19	11,958.67	5,866.80	17,825.47
INTEREST	04/11/19	827.82	406.12	1,233.94
		-	-	-
		-	-	-
		-	-	-
		-	-	-
TOTAL TAX ROLL RECEIPTS		452,567.89	222,025.29	674,593.18

PERCENT COLLECTED DIRECT	30.14%	42.72%	35.24%
PERCENT COLLECTED TAX ROLL	98.35%	98.35%	98.35%
PERCENT COLLECTED TOTAL	70.73%	71.31%	70.94%

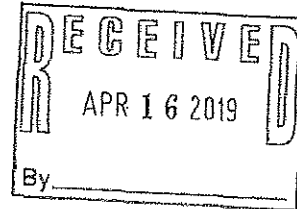


Irrigation • Landscape • Maintenance
35 Enterprise Drive
Bunnell, FL 32110
(386) 586-3321

Invoice

Terms	Date	Invoice #
Net 30	3/31/2019	8189

Bannon Lakes CDD
475 W. Town Place, Suite 114
St. Augustine, FL 32092



Project		Project #	
Bannon Lakes Amenity Center		M101	
Description	Quantity	Rate	Amount
Irrigation maintenance for the month of March on 3/18 @ Amenity Center			
IRRIGATION PARTS: (2) poly couplings, 1-ft. 1/4" poly tubing, nozzle	1	13.25	13.25
Irrigation Labor	1	35.00	35.00
<i>B. Hupst 4-9-19</i> <i>IRRIGATION REPAIRS</i> <i>001.330.53800.46400</i> <i>13</i>		Total	\$48.25
		Payments/Credits	\$0.00
		Balance Due	\$48.25
Thank you for your business!			

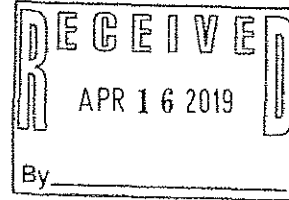


Irrigation • Landscape • Maintenance
35 Enterprise Drive
Bunnell, FL 32110
(386) 586-3321

Bannon Lakes CDD
475 W. Town Place, Suite 114
St. Augustine, FL 32092

Invoice

Terms	Date	Invoice #
Net 30	3/31/2019	8190

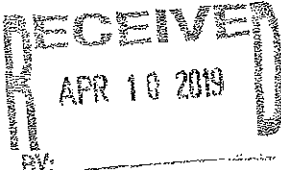


Project		Project #	
Bannon Lakes CDD		M102	
Description	Quantity	Rate	Amount
Irrigation maintenance for the month of March on 3/22 at Bannon Lakes Blvd.			
IRRIGATION PARTS: ICD-100 decoder, (2) DBYs, (16) MPR nozzles, 1/2" coupling	1	306.00	306.00
Irrigation Labor	2	35.00	70.00
<i>B. Stephen 4-9-19</i> <i>IRRIGATION REPAIRS</i> <i>.001, 330, 53800, 46400</i> <i>13</i>			
Thank you for your business!		Total	\$376.00
		Payments/Credits	\$0.00
		Balance Due	\$376.00



Questions on this invoice call:

(866) 470-7133 Option 2

10	11	12	13	14	15	16	17	18	19
START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT	
03/03		Balance Forward						\$157.07	
03/08	P72297	Payment - Lockbox 405						\$-76.29	
03/12 03/12	103152150-03122019	REG MTG 3/20/19	SA St Augustine Record	1.00 x 4.5000	4.5	1	\$8.98	\$40.41	
03/12 03/12	103152150-03122019	REG MTG 3/20/19	SA St Aug Record Online	1.00 x 4.5000	4.5	1	\$8.97	\$40.37	
PREVIOUS AMOUNT OWED:				\$157.07					
NEW CHARGES THIS PERIOD:				\$80.78					
CASH THIS PERIOD:				(\$76.29)					
DEBIT ADJUSTMENTS THIS PERIOD:				\$0.00					
CREDIT ADJUSTMENTS THIS PERIOD:				\$0.00					
We appreciate your business.									
So that we may serve you better, please remit the amount due. New business is dependent on prompt payments. Please include the remittance stub and input your account number on your check. Thank you.									
									
1-31-513-48 2									

INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

SBI™

21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE	
	\$80.78		\$80.78	\$0.00	\$0.00	\$0.00		\$161.56	
SALES REP/PHONE #		25	ADVERTISER INFORMATION						
Melissa Rhinehart 904-819-3423		1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
			03/04/2019 - 03/31/2019		15652		15652		BANNON LAKES CDD - GMS

MAKE CHECKS PAYABLE TO

The St. Augustine Record

The St. Augustine Record Dept 1261
PO Box 121261
Dallas, TX 75312-1261

Payment is due upon receipt.

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE



The St. Augustine Record Dept 1261
PO Box 121261
Dallas, TX 75312-1261

ADVERTISING INVOICE and STATEMENT

1		BILLING PERIOD		2		ADVERTISER/CLIENT NAME													
		03/04/2019 - 03/31/2019				BANNON LAKES CDD - GMS													
COMPANY		23		TOTAL AMOUNT DUE		* UNAPPLIED AMOUNT		3		TERMS OF PAYMENT									
SA 7				\$161.56		\$0.00				NET 15 DAYS									
21		CURRENT NET AMOUNT		22		30 DAYS		60 DAYS		OVER 90 DAYS									
		\$80.78				\$80.78		\$0.00		\$0.00									
4		PAGE #		5		BILLING DATE		6		BILLED ACCOUNT NUMBER		7		ADVERTISER/CLIENT NUMBER		24		STATEMENT NUMBER	
						03/31/2019				15652				15652				0000040824	

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS



8 - 3211

BANNON LAKES CDD - GMS
475 W TOWN PL STE 114
SAINT AUGUSTINE FL 32092-3649



The St. Augustine Record
Dept 1261
PO Box 121261
Dallas, TX 75312-1261

Tue, Feb 12, 2019
7:47:36AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augustine Record Dept 1261
PO Box 121261
Dallas, TX 75312-1261

Acct: 15652
Phone: 9049405850
E-Mail:
Client: BANNON LAKES CDD - GMS

Name: BANNON LAKES CDD - GMS
Address: 475 W TOWN PLACE, STE 114

City: SAINT AUGUSTINE State: FL Zip: 32092

Ad Number: 0003142333-01 Caller: SHELBY STEPHENS Paytype: BILL
Start: 02/12/2019 Issues: 1 Stop: 02/12/2019
Placement: SA Legals Rep: Melissa Rhinehart
Copy Line: NOTICE OF MEETING BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT The Bannan Lakes Community Devel

Lines 53
Depth 4.50
Columns 1
Price \$80.78

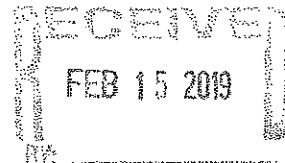
NOTICE OF MEETING BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT

The Bannan Lakes Community Development District Audit Committee Meeting will be held on Wednesday, February 20, 2019, at 12:00 pm, at the offices of Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. Immediately following the adjournment of the Audit Committee meeting will be the regular meeting of the Board of Supervisors. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 475 West Town Place, Suite 114, St. Augustine, FL 32092 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Oliver
District Manager
0003142333 February 12, 2019



THE ST. AUGUSTINE RECORD
Affidavit of Publication

BANNON LAKES CDD - GMS
475 W TOWN PLACE, STE 114

SAINT AUGUSTINE, FL 32092

ACCT: 15652
AD# 0003142333-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared JAMIE WILLIAMS who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a NOTICE OF MEETING in the matter of AUDIT COM MTG 2/20/19 was published in said newspaper on 02/12/2019.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to and subscribed before me this _____ day of FEB 12 2019

by Jamie Williams who is personally known to me
or who has produced as identification

Tiffany M. Lowe
(Signature of Notary Public)

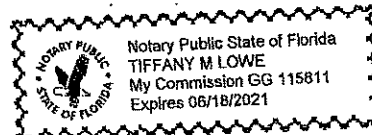
NOTICE OF MEETING
BANNON LAKES
COMMUNITY DEVELOPMENT
DISTRICT

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James Oliver
District Manager
0003142333 February 12, 2019



Tue, Mar 12, 2019
8:00:39AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augusting Record Dept 1261
PO Box 121261
Dallas, TX 75312-1261

Acct: 15652
Phone: 9049405850
E-Mail:
Client: BANNON LAKES CDD - GMS

Name: BANNON LAKES CDD - GMS
Address: 475 W TOWN PLACE, STE 114

City: SAINT AUGUSTINE **State:** FL **Zip:** 32092

Ad Number: 0003152150-01

Caller: SHELBY STEPHENS

Paytype: BILL

Start: 03/12/2019

Issues: 1

Stop: 03/12/2019

Placement: SA Legals

Rep: Melissa Rhinehart

Copy Line: NOTICE OF MEETING BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT The regular meeting of the Board of S

Lines	53
Depth	4.50
Columns	1
Price	\$80.78

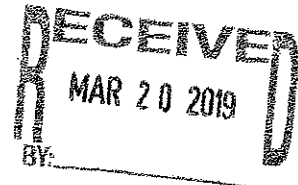
**NOTICE OF MEETING
BANNON LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

The regular meeting of the Board of Supervisors of the Bannon Lakes Community Development District will be held on Wednesday, March 20, 2019 at 12:00 p.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 475 West Town Place, Suite 114, St. Augustine, FL 32092 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

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James Oliver
District Manager
0003152150 March 12, 2019



THE ST. AUGUSTINE RECORD
Affidavit of Publication

BANNON LAKES CDD - GMS
475 W TOWN PLACE, STE 114

SAINT AUGUSTINE, FL 32092

ACCT: 15652
AD# 0003152150-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to and subscribed before me this _____ day of MAR 12 2019

by Jamie Williams who is personally known to me
or who has produced as identification

Tiffany M. Lowe
(Signature of Notary Public)

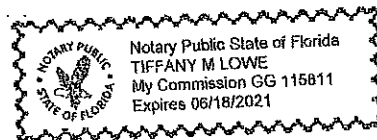
NOTICE OF MEETING
BANNON LAKES
COMMUNITY DEVELOPMENT
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James Oliver
District Manager
0003152150 March 12, 2019



D.

Bannon Lakes

Community Development District

Construction Funding Request #19

May 16, 2019

Req. PAYEE

Series 2016 Contruction

142 Vallencourt

Project Duran Drive Invoice #5521-07ret

\$ 80,439.90

Total Funding Request

\$ 80,439.90

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

REQUISITION NO. 142
(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: 142
- (B) Name of Payee: Vallencourt Construction Co., Inc
- (C) Amount Payable: Total: \$80,439.90
- (D) Bannon Lakes CDD Invoice # 5521-07ret
- (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;

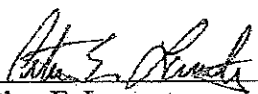
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will 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 May 15, 2019


**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:  5/16/19
Title: District Engineer

PAGE

Distribution to:

☐ OWNER

☐ ARCHITECT

☐ CONTRACTOR

ARCHITECT'S:
PROJECT NO: 201837

CONTRACT DATE:

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

ADDITIONS	DEDUCTIONS
-----------	------------

Change Orders approved in previous months by Owner

TOTAL			
Approved this Month			
Number	Date Approved		
1		789,157.72	
2		15,241.27	
TOTALS		804,398.99	-
Net change by Change Orders			804,398.99

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.

CONTRACTOR:

By:

Date:

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.)

ARCHITECT:

By: _____ Date: _____

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

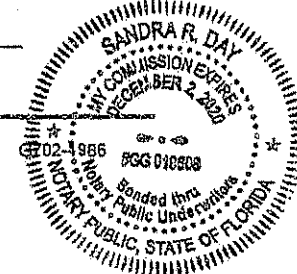




Exhibit "A"

Schedule of Values

Scope of Work	Quantity	Unit	Unit Price	Quantity Installed/ Materials Last App.	Quantity Installed/ Materials This App.	Quantity Installed To Date	Stored Materials Used Last Month	Stored Materials Used This Month	Total Stored Materials Used	Total Installed This Period	10% Net retention on Total Installed This Period	Total Installed To Date	Project Total	% Comp.
Previous Bannon Lakes Onsite Work Completed	1	LS	\$5,689,586.25	1		1				\$ -	\$ -	\$ 5,689,586.25	\$ 5,689,586.25	100%
Duran Drive Change Order #1														
General Conditions	1.00	LS	\$ 11,844.55	1.00		1				\$ -	\$ -	\$ 11,844.55	\$ 11,844.55	100%
NFDES Compliance	1.00	LS	\$ 9,470.89	1.00		1				\$ -	\$ -	\$ 9,470.89	\$ 9,470.89	100%
Surveying	1.00	LS	\$ 8,977.60	1.00		1				\$ -	\$ -	\$ 8,977.60	\$ 8,977.60	100%
As-Builts	1.00	LS	\$ 4,488.90	1.00		1				\$ -	\$ -	\$ 4,488.90	\$ 4,488.90	100%
Erosion Control	1.00	LS	\$ 4,405.03	1.00		1				\$ -	\$ -	\$ 4,405.03	\$ 4,405.03	100%
MOT	1.00	LS	\$ 6,925.61	1.00		1				\$ -	\$ -	\$ 6,925.61	\$ 6,925.61	100%
Pond Excavation	10,903.00	CY	\$ 4.92	10,903.00		10903				\$ -	\$ -	\$ 53,642.76	\$ 53,642.76	100%
Earthwork	10,903.00	CY	\$ 2.82	10,903.00		10903				\$ -	\$ -	\$ 30,730.89	\$ 30,730.89	100%
Grassing	1.00	LS	\$ 4,909.52	1.00		1				\$ -	\$ -	\$ 4,909.52	\$ 4,909.52	100%
Subsoil Stabilization	4,723.00	SY	\$ 6.06	4,723.00		4723				\$ -	\$ -	\$ 28,621.38	\$ 28,621.38	100%
Base	4,063.00	SY	\$ 14.38	4,063.00		4063				\$ -	\$ -	\$ 58,344.66	\$ 58,344.66	100%
Paving 1st Lift	4,063.00	SY	\$ 9.15	4,063.00		4063				\$ -	\$ -	\$ 37,176.45	\$ 37,176.45	100%
Paving 2nd Lift	4,063.00	SY	\$ 6.03	4,063.00		4063				\$ -	\$ -	\$ 24,499.89	\$ 24,499.89	100%
Striping and Signs	1.00	LS	\$ 1,648.95	1.00		1				\$ -	\$ -	\$ 1,648.95	\$ 1,648.95	100%
Curb	3,117.00	LF	\$ 13.19	3,117.00		3117				\$ -	\$ -	\$ 41,113.23	\$ 41,113.23	100%
Sidewalks	7,350.00	SF	\$ 3.64	7,350.00		7350				\$ -	\$ -	\$ 26,750.16	\$ 26,750.16	100%
Storm Drainage	1,306.00	LF	\$ 152.88	1,306.00		1306				\$ -	\$ -	\$ 199,658.76	\$ 199,658.76	100%
Sewer	1,339.00	LF	\$ 110.89	1,339.00		1339				\$ -	\$ -	\$ 148,484.74	\$ 148,484.74	100%
Water Main	1,519.00	LF	\$ 57.71	1,519.00		1519				\$ -	\$ -	\$ 87,663.73	\$ 87,663.73	100%
Duran Drive Change Order #2														
Storm Drain Tie Up	1.00	LS	\$ 5,197.59	1		1				\$ -	\$ -	\$ 5,197.59	\$ 5,197.59	100%
Water Main Tie Up	1.00	LS	\$ (6,424.47)	1		1				\$ -	\$ -	\$ (6,424.47)	\$ (6,424.47)	100%
Reuse Main Addition	1	LS	\$ 16,468.15	1		1				\$ -	\$ -	\$ 16,468.15	\$ 16,468.15	100%
Change Order Total														
Project Total										\$ -	\$ -	\$ 493,025.24	\$ 493,025.24	100%

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, upon payment from the lienee, of the sum of \$ 80,439.90, 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 January 20, 2019 on the job of Bannon Lakes CDD to the following described property:

Project: Duran Drive
Location: International Golf Parkway, St. Augustine, FL 32095
Invoice#: 5521-07ret

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: January 28, 2019

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

Address: P.O. Box 1889

Green Cove Springs, FL 32043

Phone: 904-291-5330

By:

Printed Name: Steven Jordan

Title: Chief Financial Manager

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 28 day of Jan, 2019
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.



From: Bernadette Peregrino bperegrino@gmsnf.com
Subject: Fwd: Bannon Lakes CDD - SBA
Date: May 16, 2019 at 11:50 AM
To: Shelby Stephens sstephens@gmsnf.com



Hey Shelby.

For the next meeting. Jim is going to address the board with opening a SBA account.

PLEASE NOTE OUR NEW ADDRESS

Thank you,
Bernadette Peregrino
District Accountant
1412 South Narcoossee Rd
Saint Cloud, FL 34771
Tel and Fax: 904-239-5309
bperegrino@gmsnf.com

Begin forwarded message:

From: Jim Oliver <joliver@gmsnf.com>
Subject: Re: Bannon Lakes CDD - SBA
Date: May 16, 2019 at 6:22:03 AM EDT
To: Bernadette Peregrino <bperegrino@gmsnf.com>
Cc: Shelby Stephens <sstephens@gmsnf.com>

Sound good...thanks.

Jim Oliver
Governmental Management Services, LLC
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092
P: (904) 940-5850 ext. 406
F: (904) 940-5899
E-mail: joliver@gmsnf.com

On May 15, 2019, at 11:58 PM, Bernadette Peregrino <bperegrino@gmsnf.com> wrote:

Jim,

Darrin would like me to open an SBA account for Bannon Lakes. Can we ask the board at the next meeting if we could do so?

PLEASE NOTE OUR NEW ADDRESS

Thank you,
Bernadette Peregrino
District Accountant
1412 South Narcoossee Rd
Saint Cloud, FL 34771
Tel and Fax: 904-239-5309
bperegrino@gmsnf.com