

BANNON LAKES
Community Development District

August 21, 2019

AGENDA

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

Wednesday
August 21, 2019
1:00 p.m.

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

Audit Committee

- I. Roll Call
- II. Review and Ranking of Audit Proposals
- III. Other Business
- IV. Adjournment

Regular Meeting

- I. Call Order
- II. Public Comment
- III. Affidavit of Publication
- IV. Acceptance of Audit Committee Recommendations
- V. Approval of Minutes of the June 5, 2019 Meeting
- VI. Acceptance of Audit Committee Minutes of the June 5, 2019 Meeting
- VII. Public Hearing to Adopt the Budget for Fiscal Year 2020
 - A. Consideration of Resolution 2019-05, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2020
 - B. Consideration of Resolution 2019-06, Imposing Special Assessments and Certifying an Assessment Roll
 - C. Consideration of Developer Funding Agreement for Fiscal Year 2019-2020

- VIII. Presentation of Fiscal Year 2018 Financial Audit
- IX. Consideration of Second Amendment for Renewal of Lake Maintenance / Water Management Services with Lake Doctors, Inc.
- X. Consideration of Update to Amenity Policies & Procedures
- XI. Consideration of Proposals for Fence Installation for Playground Area
- XII. Consideration of Proposals for Pest Control Services
- XIII. Other Business
- XIV. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager – Presentation of Annual Meeting Schedule for FY2020
 - D. Field Services – Operations Memorandum
 - E. Amenity Report - Manager’s Report
- XV. Supervisor’s Requests and Audience Comments
- XVI. Financial Reports
 - A. Balance Sheet as of July 31, 2019 and Statement of Revenues & Expenditures
 - B. Assessment Receipt Schedule
 - C. Approval of Check Register
 - D. Consideration of Construction Funding Request No. 20
- XVII. Next Scheduled Meeting – September 18, 2019 at 1:00 p.m. at the offices of GMS
- XVIII. Adjournment

THIRD ORDER OF BUSINESS

THE ST. AUGUSTINE RECORD
Affidavit of Publication

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

SAINT AUGUSTINE, FL 32092

ACCT: 15652
AD# 0003197195-01

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 JULIA KERTI 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 HEARING** in the matter of **ADT FY 2019-2020 BUDGET** was published in said newspaper on **07/23/2019, 07/30/2019**.

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.

BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO
CONSIDER THE ADOPTION OF
THE FISCAL YEAR 2019/2020
BUDGETS; AND NOTICE OF
REGULAR BOARD OF
SUPERVISORS' MEETING AND
AUDIT COMMITTEE MEETING.

The Board of Supervisors ("Board") of the Bannan Lakes Community Development District ("District") will hold a public hearing on August 21, 2019 at 1:00 p.m. at the offices of Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budget") of the District for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("Fiscal Year 2019/2020"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. There will be an Audit Committee meeting at 1:00 p.m. at the above-referenced location (immediately prior to the onset of the Board of Supervisors' meeting). The Audit Committee will review, discuss and rank the proposals received to perform the audit for the fiscal year ending September 30, 2019, as previously advertised in accordance with Florida law. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

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

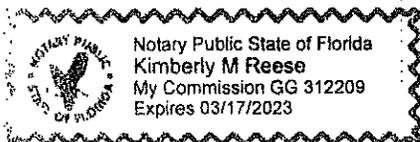
Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Jim Oliver
District Manager
0003197195 July 23, 30, 2019

Sworn to and subscribed before me this _____ day of JUL 30 2019

by Julien Kerti who is personally known to me or who has produced as identification

Kimberly M Reese
(Signature of Notary Public)



FOURTH ORDER OF BUSINESS

Bannon Lakes Community Development District
Auditor Selection Evaluation Criteria

Ability of Personnel (e.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)	Proposer's Experience (e.g., past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character; integrity; reputation of respondent, etc.)	Understanding of Scope of Work Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.	Ability to Furnish the Required Services Extent to which the proposal demonstrates the adequacy of proposer's financial resources and stability as a business entity necessary to complete the services required (e.g., the existence of any natural disaster plan for business operations).	Price Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to services.	Point Total
Proposer	20	20	20	20	100
Grau & Associates					
Berger, Toombs, Elam, Gaines & Frank					



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services

BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT

Proposal Due: July 15, 2019 - 2:00PM

Submitted to:

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

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, Florida 33431
Tel (561) 994-9299 / (800) 229-4728
Fax (561) 994-5823
Tony@graucpa.com / www.graucpa.com

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Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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

July 15, 2019

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

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2019, with an option for two (2) additional annual renewals.

Grau & Associates (Grau) is pleased to respond to the Bannon Lakes Community Development District's (the "District") Request for Proposal (RFP), and look forward to working with you on your audit. We are a team of knowledgeable professionals with extensive experience in audits for organizations just like yours, and we know how to work with you to complete an effective and efficient audit.

Since our focus is on government, we fully understand the professional services and work products required to meet your RFP requirements. Our team provided services in excess of 19,000 hours for our public sector clients last year, and we currently audit over 300 governmental entities. Our practice is unique as 98% of work is either audit or work related to government and non-profit entities.

In addition to our firm's focus, Grau & Associates is a great fit for your audit for a variety of other reasons, including:

- **Experience**

Grau is proud of the fact that the personnel we assign to your audit are some of the most experienced auditors in the field. Unlike many other firms, our auditors work almost exclusively with governmental entities, which mean they are more knowledgeable and efficient on audits like yours. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you. Also, due to Grau's very low turnover rate for our industry, you won't have to worry about retraining your auditors from year to year.

- **Service**

Our clients are pleased with the level of personalized service they receive from our talented professionals. Because of our extensive experience, we are adept at making the transition to a new firm as smooth as possible. We work with you to resolve any issues and keep in regular contact so there are no surprises when the final report delivers. In fact, your engagement team will report any potential audit adjustments to you on a regular basis so you will have adequate time to research and respond. Additionally, we have a disaster recovery plan that includes daily data back-ups and offsite file storage, so in the case of an emergency, your records would be safe.

- **Responsiveness**

We pride ourselves on our high level of responsiveness. We answer emails and telephone calls within 24 hours, and usually right away. We are always accessible to clients during business hours, and make every effort to answer any questions as they arise. Additionally, we don't just complete your audit and disappear. We understand the "big picture" and think beyond the traditional auditor's perspective. We remain in touch for the entire year, suggesting ways you can improve your District's performance, procedures and controls. We will update, advise and educate you on new or revised reporting requirements so you are sure to always remain compliant.

- **Reputation**

Our reputation in our field is impeccable. **We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort.** We have the professional staff available to perform the engagement and resources required to complete the work. We are financially stable and have never been involved in any bankruptcy proceedings.

- **Standards**

Grau & Associates is a professional association / licensed certified public accounting firm serving clients through the state of Florida. We are a member of the American Institute of Certified Public Accountants (AICPA) and the Florida Institute of Certified Public Accountants (FICPA). Additionally, individuals are members of both the (GFOA) and (FGFOA). Grau is also a member of the Governmental Audit Quality Center (GAQC). Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or provide additional information as needed. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or Racquel McIntosh, CPA (rmcintosh@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience, and look forward to serving you.

Very truly yours,

Grau & Associates



Antonio J. Grau



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Firm Qualifications & Experience

Grau & Associates is a medium-sized accounting firm providing comprehensive financial and compliance auditing, attestation and accounting, and other management consulting services and we are properly registered and licensed by the State of Florida. The Partners, Consultant and Managers of Grau are members of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

Grau & Associates is a properly registered/licensed State of Florida professional corporation and all assigned supervisory professional staff are properly registered/licensed to practice in the State of Florida.

Grau’s Focus and Experience

- We are dedicated to serving **Special Districts**.
- We currently audit over **300 Special Districts**.
- Last year, Grau performed in excess of 19,000 **hours** of services for our Public Sector Clients under *Governmental Auditing Standards*.
- Grau currently **only** provides **audit and attestation** services principally for governmental and non-profit entities under government auditing standards. The firm and staff are 100% dedicated to the audit practice.

During Grau’s history we have consistently focused on providing service to the public sector. By focusing our resources on this industry, we provide the highest level of services to our Public Sector Clients.

Grau & Associates has a total of 17 employees, 15 professional staff, including 2 *Partners* and 13 *professionals* who specialize in providing auditing, accounting, consulting, and monitoring services to the *Public Sector* and 2 *administrative professionals*. The number of professional staff by employee classification is as follows:

Team Member	Total Professional Staff	Total CPAs	Total Government Audit Staff
Partners	2	2	2
Managers	3	3	3
Advisory Consultant	1	1	1
Supervisor / Seniors	4	2	4
Staff Accountants	5	1	5
Total	15	9	15

Compliance with Government Education Requirements

In order to maintain our high level of technical competence, we provide continuing professional education programs for all partners and professional staff members, which exceed national and state standards. **All of the audit professionals of Grau & Associates exceed the education requirements as set forth in *Government Auditing Standards*, published by the Comptroller General of the United States, and our continuing professional education programs ensure that all audit professionals meet the requirements to participate in audits of government agencies.**

Professional Staff Training

Partners - All of our Partners are CPA's and have diversified public accounting experience. They are responsible for overall engagement performance, policy, direction and quality control and have ***far exceeded minimum CPE requirements***.

Managers - All of our Audit Managers are CPA's who have demonstrated the ability to plan audit engagements, supervise personnel and maintain frequent contact with clients. They continually upgrade their skills through the firm's continuing education programs and courses sponsored by the AICPA, FICPA and GFOA. They have ***far exceeded minimum CPE Requirements***.

Seniors - All of our Seniors have a minimum of 3 years of diversified public accounting experience. They perform audits, evaluate staff, review findings and prepare audit reports. They possess the potential for upward mobility and have ***far exceeded minimum CPE requirements***.

Memberships

All of the firm's CPA's are properly licensed as CPA's and members in good standing of both the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. In addition, certain firm professionals are members or have been members of the following professional groups:

- FICPA Committee on State and Local Government
- Florida Government Finance Officers Association (FGOA)
- Special Review Committee of the Government Finance Officers Association
- Florida Institute of CPA Non-Profit Conference Committee
- Florida Association of Special Districts (FASD)
- FGFOA Annual Conference Program Committee
- FASD Finance Committee
- FICPA Young CPAs Committee
- FICPA Accounting Careers Committee

In addition, we have an ongoing recruitment program that seeks only those accountants with a proven record of academic success. When we recruit at the senior and manager level, we select CPA's with proven governmental accounting and auditing experience.

Quality Control and Confidentiality

Grau participates in an external quality review program requiring an on-site independent examination of our auditing practice. Grau has consistently received an unqualified opinion on the quality of our audit practice. During our firm's last external quality control review, six audits were reviewed, including five government audits. *A copy of the report on the firm's most recent quality review can be found on the following page.*

In addition to scheduled Peer Reviews, *our firm continually monitors performance to ensure the highest quality of services. Under the supervision of the Audit Partner, an Audit Manager is responsible for monitoring quality control of all appropriate engagements.*

Results of State and Federal Reviews

All state and federal reviews of the firm's reports and working papers have been accepted without change or revision to issued reports.



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



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

March 2, 2017

Antonio Jose Grau Jr, CPA
Grau & Associates
2700 N Military Trl Ste 350
Boca Raton, FL 33431

Dear Mr. Grau:

It is my pleasure to notify you that on March 2, 2017 the Florida Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is December 31, 2019. This is the date by which all review documents should be completed and submitted to the administering entity.

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

Sincerely,

Paul N. Brown, CPA, CGMA
Director of Technical Services

cc: Daniel Joseph Hevia, CPA

Firm Number: 4390114

Review Number: 474720

325 W. College Ave. • P.O. Box 5437 • Tallahassee, FL 32314 • (850) 224-2727 • (800) 342-3197 • Fax: (850) 222-8190 • www.ficpa.org



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Anita Ford, Chair
AICPA Peer Review Board
2016

Partial List of Clients

The following is a partial list of clients served and related experience:

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Aberdeen Community Development District	✓			9/30
Allen Plantation Community Development District	✓			9/30
Amelia Concourse Community Development District	✓			9/30
Amelia National Community Development District	✓			9/30
Amelia Walk Community Development District	✓			9/30
Anthem Park Community Development District	✓			9/30
Antigua at St. Augustine Community District	✓			9/30
Aqua One Community Development District	✓			9/30
Arbor Green Community Development District	✓		✓	9/30
Arbor Green Community Development District	✓		✓	9/30
Arlington Ridge Community Development District	✓			9/30
Armstrong Community Development District	✓		✓	9/30
Artisan Lakes Community Development District	✓			9/30
Astoria Community Development District	✓		✓	9/30
Ave Maria Stewardship Community Development District	✓		✓	9/30
Aventura Isles Community Development District	✓		✓	9/30
Bahia Lakes Community Development District	✓		✓	9/30
Ballantrae Community Development District	✓		✓	9/30
Ballantrae Hillsborough Community Development District	✓		✓	9/30
Coconut Cay Community Development District	✓		✓	9/30
Bartram Springs Community Development District	✓		✓	9/30
Bay Creek Community Development District	✓		✓	9/30
Bay Laurel Community Development District	✓	✓	✓	9/30
Bay Tree Community Development District	✓		✓	9/30
Bayside Improvement Development District	✓		✓	9/30
Baywinds Community Development District	✓			9/30
Beach Community Development District	✓			9/30
Beacon Tradeport Community Development District	✓			9/30
Beeline Community Development District	✓		✓	9/30
Bella Verda East Community Development District	✓			9/30
Bella Verda Lake Community Development District	✓			9/30
Bella Vida Community Development District	✓		✓	9/30
Bellagio Community Development District	✓		✓	9/30
Belmont Community Development District	✓			9/30
Belmont Lakes Community Development District	✓		✓	9/30
Bexley Community Development District	✓		✓	9/30
Blackburn Creek Community Development District	✓			9/30
Bluewaters Community Development District	✓		✓	9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Bobcat Trail Community Development District	✓		✓	9/30
Boggy Creek Community Development District	✓			9/30
Bonita Landing Community Development District	✓		✓	9/30
Bonita Village Community Development District	✓		✓	9/30
Bonnett Creek Resort Community Development District	✓		✓	9/30
Bonterra Community Development District	✓		✓	9/30
Brandy Creek Community Development District	✓		✓	9/30
Bridgewater Community Development District	✓		✓	9/30
Bridgewater of Wesley Chapel Community Development District	✓			9/30
Briger Community Development District	✓		✓	9/30
Brighton Lakes Community Development District	✓		✓	9/30
Brooks of Bonita Springs I Community Development District	✓		✓	9/30
Brooks of Bonita Springs II Community Development District	✓		✓	9/30
Bull Frog Creek Community Development District	✓		✓	9/30
Candler Hills East Community Development District	✓			9/30
Capital Region Community Development District	✓			9/30
Captain's Key Dependent District	✓		✓	9/30
Caribe Palm Community Development District	✓		✓	9/30
Carlton Lakes Community Development District	✓		✓	9/30
Cascades at Groveland Community Development District	✓			9/30
Catalina at Winkler Preserve Community Development District	✓		✓	9/30
CBL/BM Port Orange West Community Development District	✓			9/30
Cedar Pointe Community Development District	✓			9/30
Celebration Point Community Development District	✓		✓	9/30
Central Lake Community Development District	✓		✓	9/30
Century Gardens Community Development District	✓		✓	9/30
Century Gardens at Tamiami Community Development District	✓		✓	9/30
Century Gardens Village Community Development District	✓		✓	9/30
Century Parc Community Development District	✓		✓	9/30
CFM (Coolidge Fort Myers) Community Development District	✓			9/30
Chapel Creek Community Development District	✓			9/30
Champions Gate Community Development District	✓		✓	9/30
Champion's Reserve Community Development District	✓		✓	9/30
Channing Park Community Development District	✓			9/30
City Center Community Development District	✓			9/30
City Place Community Development District	✓		✓	9/30
Clearwater Cay Community Development District	✓			9/30
Coastal Lake Community Development District	✓			9/30
Coconut Palms Community Development District	✓		✓	9/30
Coconut Cay Community Development District	✓		✓	9/30
Concorde Estates Community Development District	✓			9/30
Concorde Station Community Development District	✓		✓	9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Connerton West Community Development District	✓			9/30
Copper Creek Community Development District	✓		✓	9/30
Copper Oaks Community Development District	✓		✓	9/30
Copperstone Community Development District	✓		✓	9/30
Coral Bay Community Development District	✓		✓	9/30
Coral Keys Homes Community Development District	✓			9/30
Coral Town Park Community Development District	✓			9/30
Cordoba Ranch Community Development District	✓		✓	9/30
Corkscrew Farms Community Development District	✓		✓	9/30
Coronado Community Development District	✓		✓	9/30
Cory Lakes Community Development District	✓		✓	9/30
Country Club of Mount Dora Community Development District	✓			9/30
Country Greens Community Development District	✓		✓	9/30
Country Walk Community Development District	✓		✓	9/30
Covington Park Community Development District	✓		✓	9/30
Creeside Community Development District	✓		✓	9/30
Crestview II Community Development District	✓		✓	9/30
Crestview West Community Development District	✓		✓	9/30
Cross Country Home Services Community Development District	✓			9/30
Cross Creek Community Development District	✓			9/30
Cutler Cay Community Development District	✓			9/30
Cypress Cove Community Development District	✓		✓	9/30
Cypress Grove Community Development District	✓		✓	9/30
Cypress Lakes Community Development District	✓		✓	9/30
Cypress Shadows Community Development District	✓		✓	9/30
Deer Island Community Development District	✓			9/30
Deer Run Community Development District	✓			9/30
Diamond Hill Community Development District	✓			9/30
Double Branch Community Development District	✓		✓	9/30
Dove Pond Community Development District	✓			9/30
Downtown Doral Community Development District	✓		✓	9/30
Dunes Community Development District	✓	✓	✓	9/30
Dupree Lakes Community Development District	✓		✓	9/30
Eagle Point Community Development District	✓			9/30
East Bonita Bridge Road Community Development District	✓		✓	9/30
East Park Community Development District	✓		✓	9/30
Easton Park Community Development District	✓			9/30
Enclave at Black Point Marina Community Development District	✓		✓	9/30
Encore Community Development District	✓		✓	9/30
Enterprise Community Development District	✓	✓	✓	9/30
Epperson Ranch Community Development District	✓		✓	9/30
Estancia at Wiregrass Community Development District	✓			9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Estates at Cherry Lake Community Development District	✓		✓	9/30
Estuary Community Development District	✓			9/30
Falcon Trace Community Development District	✓		✓	9/30
Fallschase Community Development District	✓		✓	9/30
Fiddler's Creek Community Development District	✓			9/30
Fishhawk I Community Development District	✓		✓	9/30
Fishhawk II Community Development District	✓		✓	9/30
Fishhawk III Community Development District	✓			9/30
Fishhawk IV Community Development District	✓		✓	9/30
Fleming Island Plantation Community Development District	✓		✓	9/30
Florida Green Finance Authority	✓		✓	9/30
Founder's Ridge Community Development District	✓			9/30
Fountainbleau Lakes Community Development District	✓		✓	9/30
Forest Creek Community Development District	✓			9/30
Gardens at Millenia Community Development District	✓			9/30
Glen St. Johns Community Development District	✓			9/30
Gramercy Farms Community Development District	✓			9/30
Grand Bay at Doral Community Development District	✓		✓	9/30
Grand Hampton Community Development District	✓		✓	9/30
Grand Haven Community Development District	✓		✓	9/30
Greater Lakes/Sawgrass Community Development District	✓		✓	9/30
Green Corridor PACE District	✓		✓	9/30
Greyhawk Landing Community Development District	✓			9/30
Groves Community Development District	✓		✓	9/30
Habitat Community Development District	✓			9/30
Hacienda Lakes Community Development District	✓		✓	9/30
Hamal Community Development District	✓		✓	9/30
Hammocks Community Development District	✓		✓	9/30
Harbor Bay Community Development District	✓			9/30
Harbour Isles Community Development District	✓			9/30
Harbourage at Braden River Community Development District	✓		✓	9/30
Harmony Community Development District	✓			9/30
Harrison Ranch Community Development District	✓			9/30
Hawk's Point Community Development District	✓			9/30
Hemmingway Point Community Development District	✓		✓	9/30
Heritage Bay Community Development District	✓		✓	9/30
Heritage Greens Community Development District	✓		✓	9/30
Heritage Harbor Community Development District	✓			9/30
Heritage Harbor at Braden River Community Development District	✓			9/30
Heritage Harbour Market Place Community Development District	✓			9/30
Heritage Harbour South Community Development District	✓			9/30
Heritage Isles at Viera Community Development District	✓			9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Heritage Isles Community Development District	✓			9/30
Heritage Landing Community Development District	✓		✓	9/30
Heritage Oak Park Community Development District	✓		✓	9/30
Heritage Park Community Development District	✓		✓	9/30
Heritage Plantation Community Development District	✓		✓	9/30
Heritage Springs Community Development District	✓		✓	9/30
Heron Isles Community Development District	✓			9/30
Hickory Hammock Community Development District	✓			9/30
High Ridge/Quantum Community Development District	✓			9/30
Highlands Community Development District	✓		✓	9/30
Hollywood Beach Community Development District	✓		✓	9/30
Homestead 50 Community Development District	✓			9/30
Hypoluxo-Haverhill Community Development District	✓		✓	9/30
Independence Park Community Development District	✓			9/30
Indigo Community Development District	✓		✓	9/30
Indigo East Community Development District	✓		✓	9/30
Interlaken Community Development District	✓			9/30
Islands at Doral III Community Development District	✓		✓	9/30
Islands at Doral (NE) Community Development District	✓		✓	9/30
Islands at Doral (SW) Community Development District	✓		✓	9/30
Islands at Doral Townhomes Community Development District	✓		✓	9/30
Isles of Coconut Cay Community Development District	✓		✓	9/30
Journey's End Community Development District	✓		✓	9/30
Jurlington Creek Plantation Community Development District	✓			9/30
K-Bar Ranch Community Development District	✓		✓	9/30
Kendall Breeze Community Development District	✓		✓	9/30
Kendall Breeze West Community Development District	✓		✓	9/30
Key Marco Community Development District	✓		✓	9/30
Keys Cove Community Development District	✓		✓	9/30
Keys Cove II Community Development District	✓		✓	9/30
La Collina Community Development District	✓		✓	9/30
Laguna Estates Community Development District	✓			9/30
Laguna Lakes Community Development District	✓		✓	9/30
Lake Ashton Community Development District	✓		✓	9/30
Lake Ashton II Community Development District	✓		✓	9/30
Lake Francis Community Development District	✓		✓	9/30
Lake Padgett Estates Independent District	✓		✓	9/30
Lake Powell Residential Golf Community Development District	✓			9/30
Lakes by the Bay South Community Development District	✓		✓	9/30
Lakeshore Ranch Community Development District	✓			9/30
Lakeside Community Development District	✓			9/30
Lakeside Landings Community Development District	✓			9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Lakeside Plantation Community Development District	✓		✓	9/30
Lakewood Ranch 1 Community Development District	✓			9/30
Lakewood Ranch 2 Community Development District	✓			9/30
Lakewood Ranch 3 Community Development District	✓			9/30
Lakewood Ranch 4 Community Development District	✓			9/30
Lakewood Ranch 5 Community Development District	✓			9/30
Lakewood Ranch 6 Community Development District	✓			9/30
Legacy Springs Community Development District	✓			9/30
Legends Bay Community Development District	✓			9/30
Lexington Community Development District	✓		✓	9/30
Live Oak Lake Community Development District	✓		✓	9/30
Live Oak No. 1 Community Development District	✓		✓	9/30
Long Lake Ranch Community Development District	✓		✓	9/30
Longleaf Community Development District	✓			9/30
Lucaya Community Development District	✓		✓	9/30
Madeira Community Development District	✓			9/30
Magnolia Park Community Development District	✓			9/30
Magnolia West Community Development District	✓			9/30
Main Street Community Development District	✓			9/30
Mainstreet Community Development District	✓			9/30
Majorca Isles Community Development District	✓		✓	9/30
Maple Ridge Community Development District	✓		✓	9/30
Marsh Harbour Community Development District	✓			9/30
Marshall Creek Community Development District	✓			9/30
Mayfair Community Development District	✓			9/30
Meadow Pines Community Development District	✓		✓	9/30
Meadow Point I Community Development District	✓		✓	9/30
Meadow Point III Community Development District	✓			9/30
Meadow Point IV Community Development District	✓			9/30
Meadow Woods Community Development District	✓			9/30
Mediterra North Community Development District	✓		✓	9/30
Mediterra South Community Development District	✓		✓	9/30
Mediterranea Community Development District	✓		✓	9/30
Middle Village Community Development District	✓		✓	9/30
Mira Lago West Community Development District	✓			9/30
Mirada Community Development District	✓		✓	9/30
Miromar Lakes Community Development District	✓			9/30
Montecito Community Development District	✓		✓	9/30
Monterey/Congress Community Development District	✓		✓	9/30
Myakka Community Development District	✓		✓	9/30
Moody River Estates Community Development District	✓			9/30
Myakka Ranch Community Development District	✓		✓	9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Myrtle Creek Community Development District	✓			9/30
Naples Heritage Community Development District	✓		✓	9/30
Narcoossee Community Development District	✓			9/30
Newport Tampa Bay Community Development District	✓			9/30
North Dade Community Development District	✓		✓	9/30
Northern Riverwalk Community Development District	✓		✓	9/30
Northwood Community Development District	✓			9/30
Oak Creek Community Development District	✓		✓	9/30
Oakridge Community Development District	✓		✓	9/30
Oaks at Shady Creek, The Community Development District	✓		✓	9/30
Oakstead Community Development District	✓		✓	9/30
Old Palm Community Development District	✓		✓	9/30
Orchid Grove Community Development District	✓		✓	9/30
Osprey Oaks Community Development District	✓		✓	9/30
OTC Community Development District	✓		✓	9/30
Palm Bay Community Development District	✓		✓	9/30
Palm Beach Plantation Community Development District	✓			9/30
Palm Coast Park Community Development District	✓		✓	9/30
Palm Glades Community Development District	✓			9/30
Palma Sola Trace Community Development District	✓		✓	9/30
Palms of Terra Ceia Bay Community Development District	✓		✓	9/30
Pan American West Community Development District	✓			9/30
Panther Trace I Community Development District	✓		✓	9/30
Panther Trace II Community Development District	✓			9/30
Panther Trails Community Development District	✓		✓	9/30
Parker Road Community Development District	✓			9/30
Parklands Lee Community Development District	✓		✓	9/30
Parklands West Community Development District	✓		✓	9/30
Parkway Center Community Development District	✓			9/30
Paseo Community Development District	✓			9/30
PBR Community Development District	✓			9/30
Pebblewalk Village Community Development District	✓			9/30
Pelican Marsh Community Development District	✓			9/30
Pembroke Harbor Community Development District	✓		✓	9/30
Pentathlon Community Development District	✓		✓	9/30
Pine Air Lakes Community Development District	✓		✓	9/30
Pine Island Community Development District	✓			9/30
Pine Island South Community Development District	✓			9/30
Piney-Z Community Development District	✓			9/30
Pioneer Community Development District	✓			9/30
Poinciana Community Development District	✓			9/30
Poinciana West Community Development District	✓		✓	9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Portico Community Development District	✓		✓	9/30
Portofino Cove Community Development District	✓		✓	9/30
Portofino Isles Community Development District	✓		✓	9/30
Portofino Landings Community Development District	✓		✓	9/30
Portofino Shores Community Development District	✓		✓	9/30
Portofino Springs Community Development District	✓			9/30
Portofino Vineyards Community Development District	✓			9/30
Portofino Vista Community Development District	✓		✓	9/30
Preserve at Wilderness Lake Community Development District	✓			9/30
Principal One Community Development District	✓		✓	9/30
Quantum Community Development District	✓			9/30
Quantum Park Overlay Community Development District	✓		✓	9/30
Quarry Community Development District	✓		✓	9/30
Randal Park Community Development District	✓		✓	9/30
Remington Community Development District	✓			9/30
Renaissance Community Development District	✓		✓	9/30
Reserve Community Development District	✓			9/30
Reserve 2 Community Development District	✓		✓	9/30
Reunion East Community Development District	✓			9/30
Reunion West Community Development District	✓			9/30
River Bend Community Development District	✓			9/30
River Glen Community Development District	✓			9/30
River Hall Community Development District	✓			9/30
River Place on the St. Lucie Community Development District	✓			9/30
River Ridge Community Development District	✓		✓	9/30
Rivercrest Community Development District	✓			9/30
Rivers Edge Community Development District	✓			9/30
Sable Palm Community Development District	✓		✓	9/30
Sail Harbour Community Development District	✓		✓	9/30
Sampson Creek Community Development District	✓			9/30
Sandy Creek Community Development District	✓		✓	9/30
Sausalito Bay Community Development District	✓		✓	9/30
Seven Oaks I Community Development District	✓			9/30
Seven Oaks II Community Development District	✓			9/30
Silver Palms Community Development District	✓		✓	9/30
Silverado Community Development District	✓		✓	9/30
Six Mile Creek Community Development District	✓		✓	9/30
Somerset Community Development District	✓			9/30
Sonoma Bay Community Development District	✓		✓	9/30
South Bay Community Development District	✓			9/30
South Fork Community Development District	✓			9/30
South Fork East Community Development District	✓		✓	9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
South Fork III Community Development District	✓		✓	9/30
South Kendall Community Development District	✓			9/30
South Shore Corporate Park Industrial Community Development District	✓		✓	9/30
South-Dade Venture Development District	✓		✓	9/30
South Village Community Development District	✓			9/30
Southaven Community Development District	✓			9/30
Southern Hills Plantation I Community Development District	✓			9/30
Southern Hills Plantation II Community Development District	✓			9/30
Southern Hills Plantation III Community Development District	✓			9/30
Spicewood Community Development District	✓		✓	9/30
Split Pine Community Development District	✓			9/30
Springridge Community Development District (formerly Killarney)	✓		✓	9/30
St. John's Forest Community Development District	✓			9/30
Sterling Hill Community Development District	✓			9/30
Stevens Plantation Community Development District	✓		✓	9/30
Stonebrier Community Development District	✓			9/30
Stonegate Community Development District	✓		✓	9/30
Stoneybrook at Venice Community Development District	✓		✓	9/30
Stoneybrook Community Development District	✓		✓	9/30
Stoneybrook Oaks Community Development District	✓			9/30
Storey Park Community Development District	✓		✓	9/30
Summerville Community Development District	✓		✓	9/30
Summit at Fern Hill Community Development District	✓		✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			9/30
SWI Community Development District	✓			9/30
Talavera Community Development District	✓		✓	9/30
Tampa Palms Community Development District	✓		✓	9/30
Tampa Palms Open Space and Transport Community Development District	✓		✓	9/30
Tapestry Community Development District	✓		✓	9/30
Tara Community Development District	✓			9/30
Terra Bella Community Development District	✓			9/30
Tesoro Community Development District	✓		✓	9/30
Thousand Oaks Community Development District	✓		✓	9/30
Tison's Landing Community Development District	✓			9/30
Tolomato Community Development District	✓		✓	9/30
Tomoka Community Development District	✓		✓	9/30
Toscana Isles Community Development District	✓			9/30
Town Center at Palm Coast Community Development District	✓		✓	9/30
Tradition Community Development District	✓			9/30
Trails Community Development District	✓			9/30
Trails at Monterey Community Development District	✓		✓	9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Treaty Oaks Community Development District	✓			9/30
Tree Island Estates Community Development District	✓		✓	9/30
Treeline Preserve Community Development District	✓			9/30
Trevesta Community Development District	✓		✓	9/30
Triple Creek Community Development District	✓		✓	9/30
TSR Community Development District	✓		✓	9/30
Turnbull Creek Community Development District	✓		✓	9/30
Turtle Run Community Development District	✓			9/30
Tuscany Reserve Community Development District	✓			9/30
Twelve Oaks Community Development District	✓			9/30
Two Creeks Community Development District	✓		✓	9/30
University Place Community Development District	✓		✓	9/30
University Square Community Development District	✓			9/30
Urban Orlando Community Development District	✓		✓	9/30
Valencia Acres Community Development District	✓			9/30
Vasari Community Development District	✓		✓	9/30
Venetian Community Development District	✓			9/30
Venetian Isles Community Development District	✓		✓	9/30
Venetian Parc Community Development District	✓		✓	9/30
Verandah Community Development District	✓		✓	9/30
Verandah East Community Development District	✓		✓	9/30
Verandah West Community Development District	✓		✓	9/30
Verandahs Community Development District	✓		✓	9/30
Verano #1 Community Development District	✓		✓	9/30
Verano Center Community Development District	✓		✓	9/30
Verona Walk Community Development District	✓			9/30
Viera East Community Development District	✓		✓	9/30
Villa Portofino East Community Development District	✓		✓	9/30
Villa Portofino West Community Development District	✓		✓	9/30
Villa Vizcaya Community Development District	✓		✓	9/30
Village Walk of Bonita Springs Community Development District	✓			9/30
Villages at Bloomingdale Community Development District	✓			9/30
Village at Gulfstream Park Community Development District	✓		✓	9/30
Villages of Glen Creek Community Development District	✓		✓	9/30
Villages of Westport Community Development District	✓			9/30
Vista Community Development District	✓		✓	9/30
Vista Lakes Community Development District	✓		✓	9/30
Vizcaya in Kendall Community Development District	✓		✓	9/30
Walnut Creek Community Development District	✓		✓	9/30
Waterchase Community Development District	✓		✓	9/30
Waterford Estates Community Development District	✓		✓	9/30
Waterford Landing Community Development District	✓		✓	9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Watergrass Community Development District	✓		✓	9/30
Waterlefe Community Development District	✓			9/30
Water's Edge Community Development District	✓		✓	9/30
Waterset North Community Development District	✓			9/30
Waterstone Community Development District	✓		✓	9/30
Wentworth Estates Community Development District	✓			9/30
West Lake Community Development District	✓		✓	9/30
West Villages Independent District	✓		✓	9/30
Westchase Community Development District	✓		✓	9/30
Westchester Community Development District	✓			9/30
Westridge Community Development District	✓			9/30
Willow Creek Community Development District	✓			9/30
Winding Cypress Community Development District	✓		✓	9/30
Windsor at Westside Community Development District	✓		✓	9/30
Winston Trails East Community Development District	✓			9/30
Winter Garden Village at Fowler Groves Community Development District	✓			9/30
Woodlands Community Development District	✓			9/30
World Commerce Community Development District	✓			9/30
Wyndam Park Community Development District	✓		✓	9/30
Wynnfield Lakes Community Development District	✓			9/30
Wynnmere West Community Development District	✓		✓	9/30
TOTAL	437	3	255	

OTHER GOVERNMENTAL ENTITIES	Attestation Services	Consulting Services	Governmental Audit	Single Audit	CAFR	Current Client	Year End
Broward County School District (Joint Venture) (Assessment of Maintenance Operations)		✓					N/A
Broward County School District (Joint Venture, 20%)			✓	✓	✓		6/30
Florida Community College at Jacksonville (Internal Audit)	✓						6/30
Florida Transit Association Finance Corporation		✓	✓			✓	6/30
Highland County School District (Internal Funds Audit)			✓				6/30
Palm Beach County School District (Assessment of maintenance for Facility and Property Management) (Internal Funds Audit)		✓	✓				6/30
Palm Beach County School District (Joint Venture, 20%)			✓	✓	✓		6/30
Migrant Health Services of Palm Beach County			✓	✓			N/A
South Florida Water Management District				✓			9/30
South Florida Water Management District CERP Program Management Services (Joint Venture)	✓						N/A
State of Florida Department of Management Services (Construction)			✓				N/A
State of Florida Department of Transportation (Overhead Audits - Various)			✓			✓	N/A
TOTAL	2	3	8	4	2	2	

NON-PROFIT CLIENTS SERVED AND RELATED EXPERIENCE								
	Attestation Services	Financial Audit	Consulting Services	Governmental Audit	Single Audit	Tax Services	Current Client	Year End
Aid to Victims of Domestic Abuse, Inc.		✓		✓	✓	✓	✓	6/30
Alliance for Human Services, Inc.		✓				✓		6/30
Brevard Workforce Development Board, Inc.				✓	✓			6/30
Broward County Human Rights Board/Division (Joint Venture, 30%)	✓		✓					N/A
Broward Education Foundation		✓		✓	✓	✓		6/30
CareerSource Broward		✓					✓	9/30
Christian Manor	✓	✓	✓	✓	✓	✓		12/31
Delray Beach Community Land Trust				✓		✓		9/30
Family Promise	✓			✓				12/31
Florida Public Transportation Association, Inc.	✓	✓				✓		9/30
Florida Transit Association Finance Corporation		✓				✓		9/30
Hispanic Human Resources Council	✓	✓	✓	✓	✓	✓	✓	9/30
Mae Volen Senior Center	✓	✓		✓	✓	✓	✓	6/30
National Board for Registration of Registrars		✓				✓		3/31
National Cancer Registration Board		✓				✓		6/30
North Lauderdale Academy High School	✓			✓				6/30
Northwood Development Corporation	✓	✓	✓	✓	✓	✓		9/30
Palm Beach Community College Foundation			✓	✓		✓		6/30
Palm Beach County Workforce Development Board (Joint Venture, 25%)	✓							6/30
Pasco-Hernando Workforce Board		✓					✓	6/30
Southwest Florida Workforce Development Board				✓	✓		✓	6/30
Urban League of Palm Beach County				✓	✓			6/30
TOTAL	9	13	5	13	9	13	6	

RETIREMENT PLANS				
	Financial Audit	ERISA/DOL	Current Client	Year End
Campbell Property Management 401(k)	✓	✓	✓	12/31
City of Cooper City General Employee Retirement Plan	✓		✓	9/30
City of Lauderhill General Employee Retirement Plan	✓		✓	9/30
City of Parkland Police Pension Fund	✓		✓	9/30
City of Sunrise General Employees' Retirement System	✓		✓	9/30
Cross County Home Services and Affiliates 401(k) Plan	✓	✓	✓	9/30
Danmar Corporation 401(k) Plan	✓	✓		12/31
Florida Public Utilities 401(k) and Pension Plans	✓	✓		12/31
Jacksonville Police and Fire Pension Fund	✓			9/30
Pinetree Water Control District Defined Contribution Retirement Plan	✓			9/30
San Carlos Park Fire Protection and Rescue Service District	✓		✓	9/30
Town of Davie General Employees Retirement Plan	✓			9/30
Town of Hypoluxo Defined Contribution Retirement Plan	✓		✓	9/30
Town of Lauderdale By The Sea Volunteer Firefighters Pension Plan	✓		✓	9/30
TOTAL	14	4	9	

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Belle Fontaine Improvement District	✓				9/30
Boca Raton Airport Authority	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Central County Water Control District	✓				9/30
Citrus County Mosquito Control District	✓				9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓	✓	9/30
East Naples Fire Control and Rescue District	✓			✓	9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greenway Improvement District	✓				9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Homestead Educational Facilities Benefits District	✓				9/30
Horizons Improvement District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Waste Water Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent Special District	✓				9/30
Lakewood Ranch Inter-District Authority	✓				9/30
Lost Rabbit Public Improvement District	✓				9/30
Loxahatchee Groves Water Control District	✓			✓	9/30
Myakka City Fire Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Palm Beach Soil and Water Conservation District	✓				9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓			✓	9/30
Ranger Drainage District	✓			✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓	✓		✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
St. Lucie West Services District	✓			✓	9/30
Sun 'N Lake of Sebring Improvement District	✓		✓		9/30
Sunshine Water Control District	✓			✓	9/30
Twelve Oaks Improvement District	✓				9/30
West Lakeland Water Control District	✓				9/30
West Villages Independent District	✓			✓	9/30
TOTAL	38	3	3	24	



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Staff Qualifications, Experience & Resumes

QUALITY AND EXPERIENCE OF FIRM'S ASSIGNED AUDITING PERSONNEL

You will have two partners available and our consultant for any technical assistance. In addition, a senior will be assigned to the engagement that will perform the majority of fieldwork. Additional staff are available to assist with the engagement should the need arise.

Name	Years performing government audits	CPE within last 2 years	Professional Memberships
ANTONIO J. GRAU, CPA (Partner)	Over 30	Government Accounting, Auditing: 66 hours Accounting, Auditing and Other: 25 hours	AICPA FICPA FGFOA GFOA
*ANTONIO S. GRAU, CPA (Concurring Review Consultant)	Over 40	Government Accounting and Auditing: 32 hours Accounting, Auditing and Other: 62 hours	AICPA FICPA ICPA
RACQUEL MCINTOSH, CPA (Partner)	Over 14	Government Accounting and Auditing hours:59 Accounting, Auditing and Other: 45 hours	AICPA FICPA FGFOA FASD

*Part-time Employee

POSITION DESCRIPTIONS

Engagement Partner

The engagement will be performed under the direct supervision of an Engagement Partner. The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel.

The Engagement Partner will also be involved in:

- ❖ coordinating all services;
- ❖ directing the development of the overall audit approach and plan;
- ❖ performing an overriding review of work papers;
- ❖ resolving technical accounting and reporting issues;
- ❖ reviewing, approving and signing reports, management letters, and other audit engagement products; and,
- ❖ ascertaining client satisfaction with all aspects of our engagement, such as services and the personnel assigned.



Concurring Review and Advisory Consultant

A Concurring Review Consultant will be available as a sounding board to advise in those areas where problems are encountered. He will also perform a second review of all reports to be issued by Grau & Associates.

Audit Manager and Senior

The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include:

- ❖ planning the audit;
- ❖ preparing or modifying audit programs, as needed;
- ❖ evaluating internal control and assessing risk;
- ❖ communicating with the client and the partners the progress of the audit; and
- ❖ determining that financial statements and all reports issued by the firm for accuracy, completeness and that they are prepared in accordance with professional standards and firm policy.

Information Technology Consultants and Personnel

In addition to the assigned personnel above, Grau and Associates has staff with significant IT auditing experience that will assist in the evaluation and testing of internal controls. Because our staff has both a financial audit and IT background, they are able to communicate effectively all IT related concerns to management. In addition, Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

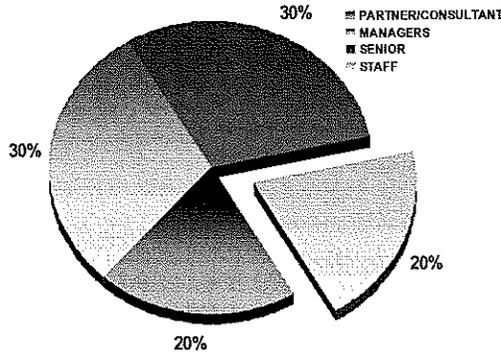
CONTINUITY OF STAFF AND AUDIT TEAM

Grau's engagement team's workload is organized in such a way that additional activities brought about by this engagement will not impact our current commitments to our clients. We have sufficient staff capacity to integrate these professional services into our present operations, while continuing to maintain the highest standards of quality and time lines for our clients.

COMPOSITION OF ENGAGEMENT TEAM

*In contrast to the majority of both national and local firms, **Grau's proposed engagement team is comprised of an exceptionally large percentage of high-level audit professionals.** This gives us the ability to **quickly recognize problems** and **be more efficient** as a result of our Team's **DECADES of governmental auditing experience.***

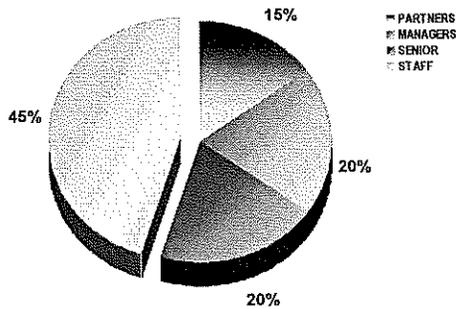
Grau & Associates



80 percent of engagement will be performed by *Partners, Management and Senior Staff*

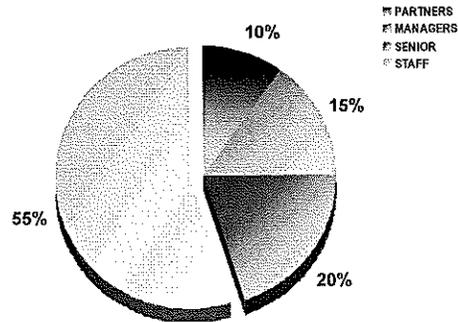
VS.

Typical Local CPA Firm:



Fifty-five percent of engagement is performed by "Management"

Typical National CPA Firm



Forty-five percent of engagement is performed by "Management"

Antonio J. Grau, CPA, Partner

e-mail: tgrau@graucpa.com

Education

Bachelor of Arts, Business Administration, 1983 University of South Florida; Certificate of Educational Achievement from the AICPA in Governmental Single Audits, 2016

Professional History

CPA, in Florida since February 28, 1985, Certificate No. 15330		
Grau & Associates	Partner	2005-Present
Grau & Company	Partner	1995-2005
Grau & Company	Audit Manager	1987-1995
International Firm	Auditor	1985-1986
Grau & Company	Staff Accountant	1983-1984

Clients Served *(partial list)*

(>300) Various Special Districts	Key Largo Water Treatment District
Brevard Workforce Board	Mae Volen Senior Center, Inc.
Broward Education Foundation	North Lauderdale Academy High School
City of Cooper City	Orlando Housing Authority
City of Lauderdale Lakes	Palm Beach County Workforce Development Board
City of Lauderhill	Peninsula Housing Programs
City of Lauderhill General Pension	School Board of Broward County
City of North Lauderdale	School Board of Miami-Dade County
City of Oakland Park	School Board of Palm Beach County
City of Weston	South Florida Water Management District
Delray Beach Housing Authority	Southwest Florida Workforce Development Board
East Central Regional Wastewater Treatment Facil.	Town of Davie
Florida Community College at Jacksonville	Town of Highland Beach
Florida Department of Management Services	Town of Hypoluxo
Greater Boca Raton Park & Beach District	Village of Golf
Highland County School District	Village of Wellington
Hispanic Human Resource Council	West Palm Beach Housing Authority

Professional Education *(over the last two years)*

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	66
Accounting, Auditing and Other	25
Total Hours	<u>91</u> <i>(includes of 4 hours of Ethics CPE)</i>

Other Qualifications

As a member of the Government Finance Officers Association Special Review Committee, Mr. Grau participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Mr. Grau was the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County.

Professional Associations/Memberships

American Institute of Certified Public Accountants	Florida Government Finance Officers Association
Florida Institute of Certified Public Accountants	Government Finance Officers Association Member
City of Boca Raton Financial Advisory Board Member	

Antonio S. Grau, CPA, Concurring Review Consultant

e-mail: asgrau@graucpa.com

Education

Bachelor Degree, Business Administration, 1966, University of Miami, Certificate of Educational Achievement from the AICPA in Governmental and Not-For-Profit Accounting and Auditing, 1994/1995

Professional History

CPA in Florida since April 29, 1970, Certificate No. 2623

Grau & Company	Partner	1977-2004
Public Company	Financial Officer	1972-1976
International Firm	Auditor	1966-1972

Clients Served (partial list)

Mr. Grau was the head of the governmental audit department of Grau & Company, and performs the concurring review and advises on all the governmental audits of the firm.

Atlanta Housing Authority	Hispanic Human Resource Council
Broward County Housing Authority	Mae Volen Senior Center, Inc.
City of Dania Beach	Miami Beach Housing Authority
City of Lauderdale Lakes	North Lauderdale Academy High School
City of Lauderhill	Palm Beach County Workforce Development Board
City of Lauderhill General Pension	School Board of Miami-Dade County
City of Miami Springs	South Florida Water Management District
City of Oakland Park	Town of Hypoluxo
City of Sweetwater Pension	Town of Lauderdale-By-The-Sea
Florida Community College at Jacksonville	Town of Miami Lakes
Highland County School District	Town of Southwest Ranches
Downtown Development Authority of the City of Miami / Community Development Block Grants	Village of Biscayne Park
	West Palm Beach Housing Authority

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	32
Accounting, Auditing and Other	62
Total Hours	94 (includes of 4 hours of Ethics CPE)

Other Qualifications

Mr. Grau was the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County.

Professional Associations/Memberships

Member, American Institute of Certified Public Accountants	Institute of Certified Public Accountants (1996-1997)
Member, Florida Institute of Certified Public Accountants	Institute of Certified Public Accountants (1991 - 1993)
Past member, State and Local Government Committee, Florida	
Past member, Quality Review Acceptance Committee, Florida	
Past member of BKR International Committee on Government and Non-Profit Accounting and Auditing	

Racquel C. McIntosh, CPA, Partner

e-mail: rmcintosh@graucpa.com / 561-939-6669

Education

Master of Accounting, MACC; Florida Atlantic University, December 2004;
Bachelor of Arts – Majors: Accounting and Finance; Florida Atlantic University, May 2003

Professional History

Grau & Associates	Partner	2014-Present
Grau & Associates	Manager	2009-2014
Grau & Associates	Senior Auditor	2007-2009
Grau & Associates	Staff Auditor	2006-2007
Grau & Company	Staff Auditor	2005-2006

Clients Served (partial list)

(>300) Various Special Districts	Pinetree Water Control District (Broward/Palm Beach)
Boca Raton Airport Authority	Ranger Drainage District
Brevard Workforce Development Board	San Carlos Park Fire Protection & Rescue District
Broward Education Foundation	South Central Reg. Wastewater Treatment & Disposal Bd.
Central Broward Water Control District	South Trail Fire Protection & Rescue
City of Cooper City	Southwest Florida Workforce Development Board
City of Pompano Beach (Joint Venture)	Sun N Lake of Sebring Improvement District
City of West Park	Town of Highland Beach
City of Weston	Town of Hypoluxo
East Central Reg. Wastewater Treatment Fac.	Town of Lantana
East Naples Fire Control & Rescue District	Town of Hillsboro Beach
Greater Boca Raton Beach & Park District	Village of Golf
Key Largo Wastewater Treatment District	Village of Wellington

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	59
Accounting, Auditing and Other	45
Total Hours	<u>104</u> (includes of 4 hours of Ethics CPE)

Professional Associations/ Memberships

American Institute of Certified Public Accountants	FICPA State & Local Government Committee
Florida Institute of Certified Public Accountants	FICPA Atlantic Chapter Board Member
FICPA Young CPAs Committee	FGFOA Palm Beach Chapter



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

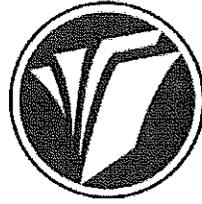
References

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District	
Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District	
Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District	
Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Specific Audit Approach

SCOPE / WORK PRODUCTS / RESULTS

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:

Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements.
- Read minutes of meetings.
- Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems.
- Obtain an understanding of fraud detection and prevention systems.
- Obtain and document an understanding of internal control. Consider the methods that are used to process accounting information which influence the design of the internal control. This understanding includes knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation.
- Assess risk and determine what controls we are to rely upon and what tests we are going to perform. Perform test of controls.
- Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives.
- Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions.
- Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures.
- Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- Perform final analytical procedures.
- Review information and make inquiries for subsequent events.
- Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- Significant audit adjustments;
- Significant deficiencies or material weaknesses;
- Disagreements with management; and,
- Difficulties encountered in performing the audit.

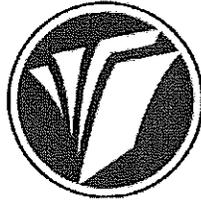
Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

- The recommendation must be cost effective;
- The recommendations are to be the simplest to effectuate in order to correct a problem;
- The recommendation must go to the heart of the problem and not just correct symptomatic matter;
and
- The corrective action must take into account why the deficiency occurred.

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We typically begin our audit process with an entrance conference before the onsite fieldwork begins. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis. Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal. We strive to continue to keep an open line of communication through the fieldwork and ending with an exit conference.



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Cost of Services

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2019-2021 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2019	\$3,800
2020	\$3,900
2021	<u>\$4,000</u>
TOTAL (2019-2021)	<u>\$11,700</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Supplemental Information

Additional Services

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

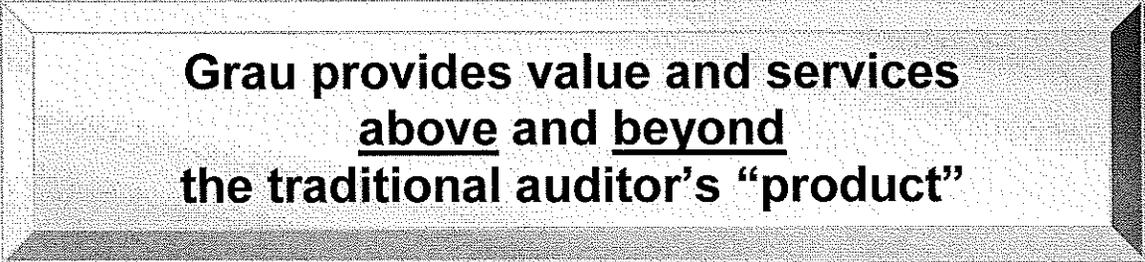
The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds. Please find a partial list of clients served on the following pages.

**GRAU HAS PROVIDED ARBITRAGE SERVICES FOR
GOVERNMENTAL CLIENTS INCLUDING:**

- Aberdeen Community Development District
- Amelia Walk Community Development District
- Arlington Ridge Community Development District
- Coconut Cay Community Development District
- Bartram Springs Community Development District
- Bayside Improvement District
- Baywinds Community Development District
- Beacon Lakes Community Development District
- Beacon Tradeport Community Development District
- Bobcat Trail Community Development District
- Boynton Village Community Development District
- Brandy Creek Community Development District
- Briger Community Development District
- Brighton Lakes Community Development District
- Brooks of Bonita Springs Community Development District
- Candler Hills East Community Development District
- Capital Region Community Development District
- Cedar Pointe Community Development District
- Championsgate Community Development District
- Chevel West Community Development District
- City Place Community Development District
- Coconut Cay Community Development District
- Colonial Country Club Community Development District
- Cory Lakes Community Development District
- Country Greens Community Development District
- Creekside Community Development District
- Double Branch Community Development District
- Dunes Community Development District
- Durbin Crossing Community Development District
- East Bonita Beach Road Plantation Comm. Development District
- East Homestead Community Development District
- East Park Community Development District
- Enclave at Black Point Marina Community Development District
- Falcon Trace Community Development District
- Fiddler's Creek Community Development District I
- Fiddler's Creek Community Development District II
- Fleming Island Plantation Comm. Dev. District
- Grand Haven Community Development District
- Griffin Lakes Community Development District
- Habitat Community Development District
- Hamal Community Development District
- Hammocks Community Development District
- Harbour Lakes Estates Comm. Development District
- Harmony Community Development District
- Heritage Bay Community Development District
- Heritage Palms Community Development District
- Heritage Pines Community Development District
- Heritage Springs Community Development District
- Huntington Community Development District
- Indigo East Community Development District
- Islands of Doral III Community Development District
- Julington Creek Plantation Comm. Dev. District
- Laguna Lakes Community Development District
- Lake Ashton Community Development District
- Lake Ashton II Community Development District
- Lake Powell Residential Golf Community Dev. District
- Lakes By The Bay South Community Dev. District
- Lakewood Ranch 1 Community Development District
- Landmark at Doral Community Development District
- Jurlington Creek Plantation Community Dev. District
- Lakewood Ranch 2 Community Development District
- Lakewood Ranch 3 Community Development District
- Lakewood Ranch 4 Community Development District
- Lakewood Ranch 5 Community Development District
- Lakewood Ranch 6 Community Development District
- Legacy Springs Improvement District No. 1
- Live Oak Community Development District
- Main Street Community Development District
- Marshall Creek Community Development District
- Meadow Pointe II Community Development District
- Mediterra North Community Development District
- Mediterra South Community Development District
- Mediterranea Community Development District
- Midtown Miami Community Development District
- Moody River Community Development District
- Monterra Community Development District
- Narcossee Community Development District
- North Springs Improvement District
- Oakstead Community Development District
- Old Palm Community Development District
- Orchid Grove Community Development District
- OTC Community Development District
- Overoaks Community Development District
- Palm Glades Community Development District
- Parklands Lee Community Development District
- Parklands West Community Development District
- Parkway Center Community Development District
- Pine Air Lakes Community Development District
- Pine Island Community Development District
- Pine Ridge Plantation Community Development District

ARBITRAGE SERVICES (Continued)

- Portofino Cove Community Development District
- Portofino Isles Community Development District
- Portofino Landings Community Development District
- Portofino Shores Community Development District
- Portofino Vista Community Development District
- Reunion East Community Development District
- Reunion West Community Development District
- Ridgewood Trails Community Development District
- River Place on the St. Lucie Community Dev. District
- Rolling Hills Community Development District
- Sampson Creek Community Development District
- South Dade Venture Community Development District
- South Village Community Development District
- Spicewood Community Development District
- Split Pine Community Development District
- Stonegate Community Development District
- Stoneybrook Community Development District
- Stoneybrook West Community Development District
- The Crossings at Fleming Island Comm. Dev. District
- Tison's Landing Community Development District
- Treeline Preserve Community Development District
- Turnbull Creek Community Development District
- Tuscany Reserve Community Development District
- University Place Community Development District
- Urban Orlando Community Development District
- Vasari Community Development District
- Verandah East Community Development District
- Verandah West Community Development District
- Verano Center Community Development District
- Villa Portofino East Community Development District
- Villa Vizcaya Community Development District
- Villages of Westport Comm. Development District
- Villasol Community Development District
- Vista Lakes Community Development District
- Vizcaya Community Development District
- Vizcaya in Kendall Community Development District
- Walnut Creek Community Development District
- Waterchase Community Development District
- Waterford Estates Community Development District
- Waterstone Community Development District
- Wentworth Estates Community Development District
- Westchester Community Development District #1
- Woodlands Community Development District
- Wynnfield Lakes Community Development District



**Grau provides value and services
above and beyond
the traditional auditor's "product"**

We look forward to providing Bannan Lakes Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT
PROPOSAL FOR AUDIT SERVICES**

PROPOSED BY:

Berger, Toombs, Elam, Gaines & Frank
CERTIFIED PUBLIC ACCOUNTANTS, PL

600 Citrus Avenue, Suite 200
Fort Pierce, Florida 34950

(772) 461-6120

CONTACT PERSON:

J. W. Gaines, CPA, Director

DATE OF PROPOSAL:

July 15, 2019

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Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

July 15, 2019

Bannon Lakes Community Development District
Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for Bannon Lakes Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for Bannon Lakes Community Development District. We will provide you with top quality, responsive service.

Experience

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division For CPA Firms
Private Companies Practice Section

Member FICPA



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Bannon Lakes Community Development District
July 15, 2019

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. J. W. Gaines is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to Bannon Lakes Community Development District.

Very truly yours,

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

PROFILE OF THE PROPOSER

Description and History of Audit Firm

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 69 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 69 year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 34 of the 38 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

Professional Staff Resources

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has a total of 27 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	<u>Total</u>
Partners/Directors (CPA's)	5
Principals (CPA)	1
Managers (CPA)	1
Senior/Supervisor Accountants (2 CPA's)	3
Staff Accountants (1 CPA)	7
Computer Specialist	1
Paraprofessional	6
Administrative	<u>4</u>
Total – all personnel	28

Following is a brief description of each employee classification:

Staff Accountant – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

Senior Accountant – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

Managers – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

Principal – A principal is a partner/director in training. He has been a manager for several years and possesses the technical skills to act as the auditor-in-charge. A principal has no financial interest in the firm.

Partner/Director – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

Professional Staff Resources (Continued)

Independence – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to insure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of Bannock Lakes Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

Ability to Furnish the Required Services

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 69 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

ADDITIONAL SERVICES PROVIDED

Arbitrage Rebate Services

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL also provides arbitrage rebate compliance and related services to governmental issuers. The Tax Reform Act of 1986 requires issuers of most tax-exempt obligations to pay (i.e., "rebate") to the United States government any arbitrage profits. Arbitrage profits are earnings on the investment of bond proceeds and certain other monies in excess of what would have been earned had such monies been invested at a yield equal to the yield on the bonds.

Federal tax law requires that interim rebate calculations and payments are due at the end of every fifth bond year. Final payment is required upon redemption of the bonds. More frequent calculations may be deemed advisable by an issuer's auditor, trustee or bond counsel or to assure that accurate and current records are available. These more frequent requirements are usually contained in the Arbitrage or Rebate Certificate with respect to the bonds.

Our firm performs a comprehensive rebate analysis and includes the following:

- Verifying that the issue is subject to rebate;
- Calculating the bond yield;
- Identifying, and separately accounting for, all "Gross Proceeds" (as that term is defined in the Code) of the bond issue, including those requiring analysis due to "transferred proceeds" and/or "commingled funds" circumstances;
- Determining what general and/or elective options are available to Gross proceeds of the issue;
- Calculating the issue's excess investment earning (rebate liability), if any;
- Delivering appropriate documentation to support all calculations;
- Providing an executive summary identifying the methodology employed, major assumptions, conclusions, and any other recommendations for changes in recordkeeping and investment policies;
- Assisting as necessary in the event of an Internal Revenue Service inquiry; and,
- Consulting with issue staff, as necessary, regarding arbitrage related matters.

GOVERNMENTAL AUDITING EXPERIENCE

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 900 community development districts, and over 1,800 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

Continuing Professional Education

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

Quality Control Program

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 31 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

Certificate of Achievement for Excellence in Financial Reporting (CAFR)

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

References

Capron Trail Community Development District
Jeff Walker, Special District Services
(561) 630-4922

Gateway Community Development District
Stephen Bloom, Severn Trent Management
(954) 753-5841

The Reserve Community Development District
Darrin Mossing, Governmental Management Services LLC
(407) 841-5524

Port of the Islands Community Development District
Cal Teague, Premier District Management
(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

Community Development Districts

Aberdeen Community Development District

Celebration Pointe Community Development District

Amelia Concourse Community Development District

Channing Park Community Development District

Anthem Park Community Development District

Cheval West Community Development District

Arborwood Community Development District

City Center Community Development District

Bannon Lakes Community Development District

Colonial Country Club Community Development District

Beacon Lakes Community Development District

Creekside at Twin Creeks Community Development District

Candler Hills East Community Development District

Deer Run Community Development District

Capron Trail Community Development District

Diamond Hill Community Development District

Cedar Hammock Community Development District

Eagle Point Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Eastlake Oaks Community
Development District

Legends Bay Community
Development District

Easton Park Community Development
District

Live Oak No 2 Community
Development District

Estancia @ Wiregrass Community
Development District

Marshall Creek Community
Development District

Forest Brooke Community
Development District

Meadow View at Twin Lakes Community
Development District

Gramercy Park Community
Development District

Meadow Point III Community
Development District

Greyhawk Landing Community
Development District

Meadow Point IV Community
Development District

Griffin Lakes Community Development
District

Midtown Miami Community
Development District

Habitat Community Development
District

Mira Lago Community Development
District

Harmony Community Development
District

Narcoossee Community Development
District

Heritage Harbor Community
Development District

New Port Tampa Bay Community
Development District

Heritage Isles Community
Development District

Overoaks Community Development
District

Heritage Lake Park Community
Development District

Panther Trace 2 Community
Development District

Heritage Palms Community
Development District

Pine Island Community Development
District

Julington Creek Community
Development District

Pine Ridge Community Development
District

Lake Bernadette Community
Development District

Piney-Z Community Development
District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Remington Community Development
District

Renaissance Commons Community
Development District

Reserve Community Development
District

Reserve at Pradera Community
Development District

Ridgewood Trails Community
Development District

River Hall Community Development
District

River Place on the St. Lucie Community
Development District

Riverwood Community Development
District

Riverwood Estates Community
Development District

Rolling Hills Community Development
District

Sampson Creek Community
Development District

Seminole Improvement District

Solterra Resort Community
Development District

South Village Community
Development District

Southern Hills Plantation I Community
District

Southern Hills Plantation III Community
Development District

St. John's Forest Community
Development District

Stoneybrook West Community
Development District

Tern Bay Community Development
District

Terracina Community Development
District

Twin Creeks North Community
Development District

Valencia Acres Community
Development District

Villages of Bloomingdale Community
Development District

Westside Community Development
District

Willow Creek Community Development
District

Winston Trails Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Town of Ocean Breeze Park
Jobs and Education Partnership	Troup Indiantown Water Control District

Current or Recent Single Audits.

St. Lucie County, Florida
Early Learning Coalition, Inc.
Treasure Coast Food Bank, Inc.

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River
Martin
Okeechobee
Palm Beach

Municipalities

City of Port St. Lucie
City of Vero Beach
Town of Orchid

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Special Districts

Boggy Creek Community Development District
Coquina Water Control District
Dovera Community Development District
Durbin Crossing Community Development District
Golden Lakes Community Development District
Lakewood Ranch Community Development District
Martin Soil and Water Conservation District
Myrtle Creek Community Development District
St. Lucie County – Fort Pierce Fire District
The Crossings at Fleming Island
St. Lucie West Services District
Indian River County Mosquito Control District
St. John's Water Control District
Westchase and Westchase East Community Development Districts
Pier Park Community Development District
Verandahs Community Development District
Magnolia Park Community Development District

Schools and Colleges

Federal Student Aid Programs – Indian River Community College
Indian River Community College
Okeechobee County District School Board
St. Lucie County District School Board

State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie
County Board of County Commissioners)
Florida School for Boys at Okeechobee
Indian River Community College Crime Laboratory
Indian River Correctional Institution

FEE SCHEDULE

We propose the fee for our audit services described below to be \$3,965 for the years ended September 30, 2019, 2020, and 2021. The fee is contingent upon the financial records and accounting systems of Bannan Lakes Community Development District being "audit ready" and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

SCOPE OF WORK TO BE PERFORMED

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Bannan Lakes Community Development District as of September 30, 2019, 2020, and 2021. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP

Director – 40 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Affiliate member Government Finance Officers Association
- ◆ Past President, Vice President-Campaign Chairman, Vice President and Board Member of United Way of St. Lucie County, 1989 - 1994
- ◆ Past President, President Elect, Secretary and Treasurer of the Treasure Coast Chapter of the Florida Institute of Certified Public Accountants, 1988 - 1991
- ◆ Past President of Ft. Pierce Kiwanis Club, 1994 - 95, Member/Board Member since 1982
- ◆ Past President, Vice President and Treasurer of St. Lucie County Chapter of the American Cancer Society, 1980 -1986
- ◆ Member of the St. Lucie County Chamber of Commerce, Member Board of Directors, Treasurer, September 2002 - 2006, Chairman Elect 2007, Chairman 2008, Past Chairman 2009
- ◆ Member Lawnwood Regional Medical Center Board of Trustees, 2000 – Present, Chairman 2013 - Present
- ◆ Member of St. Lucie County Citizens Budget Committee, 2001 – 2002
- ◆ Member of Ft. Pierce Citizens Budget Advisory Committee, 2010 – 2011
- ◆ Member of Ft. Pierce Civil Service Appeals Board, 2013 - Present

Professional Experience

- ◆ Miles Grant Development/Country Club – Stuart, Florida, July 1975 – October 1976
- ◆ State Auditor General's Office – Public Accounts Auditor – November 1976 through September 1979
- ◆ Director - Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- ◆ Over 30 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP (Continued)

Director

Continuing Professional Education

- ◆ Has participated in numerous continuing professional education courses provided by nationally recognized sponsors over the last two years to keep abreast of the latest developments in accounting and auditing such as:
 - Governmental Accounting Report and Audit Update
 - Analytical Procedures, FICPA
 - Annual Update for Accountants and Auditors
 - Single Audit Sampling and Other Considerations

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP

Accounting and Audit Principal – 11 years

Accounting and Audit Manager – 4 years

Staff Accountant – 11 years

Education

- ◆ University of Central Florida, B.A. – Accounting
- ◆ Barry University – Master of Professional Accountancy

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- ◆ Certified Not-For-Profit Core Concepts 2018

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – present)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – present)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)

Professional Experience

- ◆ Twenty-four years public accounting experience with an emphasis on nonprofit and governmental organizations.
- ◆ Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
 - St. Lucie County, Florida
 - 19th Circuit Office of Medical Examiner
 - Troup Indiantown Water Control District
 - Exchange Club Center for the Prevention of Child Abuse, Inc.
 - Healthy Kids of St. Lucie County
 - Mustard Seed Ministries of Ft. Pierce, Inc.
 - Reaching Our Community Kids, Inc.
 - Reaching Our Community Kids - South
 - St. Lucie County Education Foundation, Inc.
 - Treasure Coast Food Bank, Inc.
 - North Springs Improvement District
- ◆ Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP (Continued)
Accounting and Audit Principal

Continuing Professional Education

- ◆ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:
 - Not-for-Profit Auditing Financial Results and Compliance Requirements
 - Update: Government Accounting Reporting and Auditing
 - Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA

Accounting and Audit Manager – 28 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- ◆ Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- ◆ Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- ◆ Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

Professional Experience

- ◆ Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- ◆ State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- ◆ Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- ◆ Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

Counties:

St. Lucie County

Municipalities:

City of Fort Pierce

City of Stuart

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA (Continued)
Accounting and Audit Manager

Professional Experience (Continued)

Special Districts:

Bluewaters Community Development District
Country Club of Mount Dora Community Development District
Fiddler's Creek Community Development District #1 and #2
Indigo Community Development District
North Springs Improvement District
Renaissance Commons Community Development District
St. Lucie West Services District
Stoneybrook Community Development District
Summerville Community Development District
Terracina Community Development District
Thousand Oaks Community Development District
Tree Island Estates Community Development District
Valencia Acres Community Development District

Non-Profits:

The Dunbar Center, Inc.
Hibiscus Children's Foundation, Inc.
Hope Rural School, Inc.
Maritime and Yachting Museum of Florida, Inc.
Tykes and Teens, Inc.
United Way of Martin County, Inc.
Workforce Development Board of the Treasure Coast, Inc.

- ◆ While with the Auditor General's Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- ◆ During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

Continuing Professional Education

- ◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

Commitment to Quality Service

Personnel Qualifications and Experience

Matthew Gonano, CPA

Senior Staff Accountant – 8 years

Education

- ◆ University of North Florida, B.B.A. – Accounting
- ◆ University of Alicante, Spain – International Business
- ◆ Florida Atlantic University – Masters of Accounting

Professional Affiliations/Community Service

- ◆ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

Professional Experience

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education

- ◆ Mr. Gonano has participated in numerous continuing professional education courses.

Commitment to Quality Service

Personnel Qualifications and Experience

Paul Daly

Staff Accountant – 7 years

Education

- ◆ Florida Atlantic University, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Melissa Marlin

Senior Staff Accountant – 5 years

Education

- ◆ Indian River State College, A.A. – Accounting
- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Mrs. Marlin is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Bryan Snyder

Staff Accountant – 4 years

Education

- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- ◆ Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

Continuing Professional Education

- ◆ Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- ◆ Mr. Snyder is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Maritza Stonebraker

Staff Accountant – 3 years

Education

- ◆ Indian River State College, B.S.A. – Accounting

Professional Experience

- ◆ Staff Accountant beginning her professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.

Continuing Professional Education

- ◆ Mrs. Stonebraker participates in numerous continuing education courses and plans on acquiring her CPA.
- ◆ Mrs. Stonebraker is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Jonathan Herman, CPA

Senior Staff Accountant – 5 years

Education

- ◆ University of Central Florida, B.S. – Accounting
- ◆ Florida Atlantic University, MACC

Professional Experience

- ◆ Accounting graduate with five years experience with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Herman participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Sean Stanton, CPA

Staff Accountant – 3 years

Education

- ◆ University of South Florida, B.S. – Accounting
- ◆ Florida Atlantic University, M.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank auditing governmental and non-profit entities.

Continuing Professional Education

- ◆ Mr. Stanton participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Brianne Davies

Staff Accountant – 1 year

Education

- ◆ Indian River State College, B.S.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Davies participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Taylor Nuccio

Staff Accountant – 1 year

Education

- ◆ Indian River State College, B.S.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Nuccio participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Nuccio is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Kirk Vasser
Staff Accountant

Education

- ◆ Indian River State College, B.S.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Vasser participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Mr. Vasser is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.



Judson B. Baggett | 6815 Dairy Road
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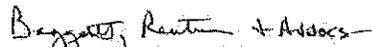
System Review Report

To the Directors
Berger, Toombs, Elam, Gaines & Frank, CPAs PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants
November 2, 2016

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL (the firm), in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards and audits of employee benefit plans*.

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL in effect for the year ended May 31, 2016 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs PL, has received a peer review rating of *pass*.


Baggett, Reutimann & Associates, CPAs, PA

(BERGER REPORT16)

Member American Institute of Certified Public Accountants (AICPA) and Florida Institute of Certified Public Accountants (FICPA)
National Association of Certified Valuation Analysts (NACVA)

**BANNON LAKES
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**Annual Audit Services for Fiscal Year 2019
St. Johns County, Florida**

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than **Wednesday, May 8, 2019, 2:00 p.m.**, at the offices of the District Manager, located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) original and one electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Bannan Lakes Community Development District" on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed: list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

FIFTH ORDER OF BUSINESS

MINUTES OF MEETING
BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT

A special meeting of the Board of Supervisors of the Bannan Lakes Community Development District was held on Wednesday, June 5, 2019 at 10:00 a.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
Linda Scandurra	Supervisor
Chris Hill	Supervisor

Also present were:

Jim Oliver	District Manager
Katie Buchanan	District Counsel (by phone)
Brian Stephens	RMS
Robin Nixon	Amenity Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 10:00 a.m.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation of Wes Hinton

Mr. Oliver stated included in your agenda package is a resignation letter from Mr. Wes Hinton.

On MOTION by Mr. Lancaster seconded by Mr. Dodson with all in favor the Resignation of Wes Hinton as a Board Member of the Bannan Lakes Community Development District was accepted.

B. Consideration of New Supervisor to Fill Vacancy

C. Oath of Office for New Supervisors

Mr. Oliver stated we now have two seats to fill, which are seat numbers 2 and 4. Both of those seats expire in November of 2020. Do you have a nomination to fill seat number 2?

On MOTION by Mr. Lancaster seconded by Mr. Dodson with all in favor to Appoint Ms. Linda Scandurra to Fill Seat #2 was approved.

Mr. Oliver administered an oath of office to Ms. Scandurra.

On MOTION by Mr. Lancaster seconded by Mr. Dodson with all in favor to Appoint Mr. Chris Hill to Fill Seat #4 was approved.

Mr. Oliver administered an oath of office to Mr. Hill.

D. Resolution 2019-03, Election of Officers

Mr. Oliver stated included in your agenda package is Resolution 2019-03, Election of Officers.

On MOTION by Mr. Lancaster seconded by Mr. Dodson with all in favor Resolution 2019-03 Election of Officers Appointing Mr. Hill and Ms. Scandurra as Assistant Secretaries of the Bannon Lakes CDD Board of Supervisors with all other Officers Remaining the Same was approved.

E. General Information for New Supervisors

Mr. Oliver discussed general information for new supervisors.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the April 17, 2019 Meeting

Mr. Oliver stated included in your agenda package is a copy of the minutes of the April 17, 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 April 17, 2019 Meeting were approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2019-04, Approving Proposed Budget for Fiscal Year 2020 and Setting a Date for Public Hearing for Adoption

Mr. Oliver stated included in your agenda package is Resolution 2019-04 approving the proposed budget for Fiscal Year 2020 and setting a date for the public hearing for adoption. We have to turn the assessment roll into the County by September 1st. We are required by statute to

approve a proposed budget by June 15th of each year and then we can set a public hearing no sooner than 60 days after the approval. The most important thing with the budget before you are the assessments stay the same. They will not increase for the residents and other property owners. The O&M assessment remains at \$830.

Mr. Lancaster stated the one thing that stood out to me on the budget is facility management doubled.

Mr. Oliver stated you hired someone on a part-time basis onsite. I simply put a number in the budget for Fiscal Year 2020 with not knowing what the situation would be as we get into 2020. If you were to increase the hours for the facility manager then there would be a proposal to come before the board and the board would approve that and we would enter into a contract with that company.

On MOTION by Mr. Lancaster seconded by Mr. Dodson with all in favor Resolution 2019-04 Approving Proposed Budget for Fiscal Year 2020 & Setting a Public Hearing Date for August 21, 2019 at 1:00 p.m. at the Offices of GMS, 475 West Town Place, Suite 114, St. Augustine, FL 32092 was approved.

SIXTH ORDER OF BUSINESS

Consideration of First Amendment to Agreement with Riverside Management Services, LLC for Amenity Services

Mr. Oliver stated included in your agenda package is the First Amendment to the Agreement with Riverside Management Services, LLC for amenity services.

On MOTION by Ms. Lancaster seconded by Mr. Dodson with all in favor the First Amendment with Riverside Management Services, LLC for Amenity Services was approved.

SEVENTH ORDER OF BUSINESS

Consideration of First Addendum to Landscape & Irrigation Maintenance Services Agreement with Landcare Group, Inc.

Mr. Oliver stated included in your agenda package is the First Addendum to the Landscape & Irrigation Maintenance Services Agreement with Landcare Group, Inc.

On MOTION by Mr. Lancaster seconded by Mr. Dodson with all in favor the First Addendum to Landscape & Irrigation Maintenance Services Agreement with Landcare Group, Inc. was approved.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH 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

1. Discussion to Open SBA Account

Mr. Oliver stated for most of our Districts we open a State Board of Administration Account. It is a governmental entity that is run by the State of Florida. It is a way to keep the excess funds secure and liquid and then the yield is not as important for some other investments.

On MOTION by Mr. Lancaster seconded by Mr. Dodson with all in favor for the Bannon Lakes CDD to Open a State Board of Administration Account was approved.

2. Report on Number of Registered Voters - 212

Mr. Oliver stated included in your agenda package is a letter from the St. Johns County Supervisor of Elections informing the board that there are 212 registered voters residing in the District. What is most important about this is when a District becomes six years and has 250 registered voters then we begin the transition to a resident controlled board. This District was established on September 21, 2015, so we will begin the transition with the election that occurs in November of 2022. At the 2022 election, two seats will be filled by residents and then two more seats will be filled by resident in November of 2024.

D. Field Services

Mr. Stephens stated we have increased the pool service to three days a week. We have also installed a new television to replace the one in the social room. We have ordered three new

benches for the dog park. I do not have a delivery date yet but as soon as they come in, we will have them installed. The fitness center and the clubhouse have been pressure washed. The pool inspector was out last week and everything checked out good with them.

Mr. Lancaster asked do we keep those reports onsite?

Ms. Nixon responded yes.

Mr. Dodson asked what hours are you in the office at the site?

Ms. Nixon responded it is Thursday, Friday and Saturday from 9a.m. to 5p.m.

Mr. Lancaster asked so everyone comes to you now for access cards?

Ms. Nixon responded yes.

Mr. Oliver stated we have three community clubs that are in the process of starting up. One club is a men’s bridge club. One club is a woman’s bridge club and the other one is a Mah Jong club. We have one resident who is going through the process to offer yoga classes onsite.

Mr. Lancaster asked are they getting set dates?

Ms. Nixon responded they are. Most of them are early morning.

Mr. Lancaster asked how do you handle someone that wants to have a birthday party?

Ms. Nixon responded they get first priority over a club.

Mr. Oliver stated Robin did contact the folks that installed the fitness equipment and Stephen is taking a look to see if there is room in the fitness center to comply with ADA for the addition of a Smith machine and if so, what is the cost of that.

Mr. Lancaster asked where do we stand with the ADA website update?

Mr. Oliver responded we are in compliant.

TENTH ORDER OF BUSINESS

Supervisor’s Request and Audience Comments

A resident asked is everything in the fitness center set up for the wi-fi now?

Ms. Nixon responded yes. We fixed that this past week. You can download Life Fitness on your phone now and it will track all of your workouts.

A resident asked what about a television outside?

Mr. Dodson responded I think the whole concept was to be able to lock it up and have a manager onsite.

A resident stated I have two small kids and the swings are really high and I can barely get up on them. It is not really accessible for smaller kids. Is there any room to add more swings?

Mr. Lancaster responded Brian can look at that and see if we can get them down for smaller kids. I would lower two out of the three swings.

A resident stated maybe we could put a fence around the playground at some point. There are several dead trees by the playground.

Mr. Lancaster stated we will follow up on them and see why they haven't been replaced. The fence is a budgetary issue. We can always go get a quote on something like that and see where we are at with the budget. It probably should encircle the sunshade. We will look at it.

A resident stated we have a corner lot and we were having issues with people parking on the lawn. We also have a problem with people parking on the street.

Mr. Lancaster stated you would contact May Management to enforce it.

A resident stated it would be nice to have an extra trashcan at the pool.

A resident asked are we going to have grills at some point at the amenity center?

Mr. Lancaster responded it becomes a higher liability to the District. There have been people that have been burned from them. I don't know if it would be against our policies for you to bring your own.

Mr. Oliver stated let me look at that and develop some options.

A resident stated I just moved in here and I have a washout in phase two.

Mr. Lancaster stated that would be builder related.

A resident stated I called KB and they said I needed to contact the CDD.

Mr. Lancaster stated you would need to get with your builder on that.

A resident stated my lot is 119. It is occurring all of the way around the pond.

Mr. Lancaster stated we can provide you with builder information but that is their issue.

ELEVENTH ORDER OF BUSINESS Financial Reports

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

Mr. Oliver stated included in your agenda package is the balance sheet and income statement as of April 30, 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. 19

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

19.

On MOTION by Mr. Lancaster seconded by Mr. Dodson with all in favor Construction Funding Request No. 19 was ratified.

TWELFTH ORDER OF BUSINESS

Next Scheduled Meeting – August 21, 2019 at 1:00 p.m. at the Offices of GMS

Mr. Oliver stated the next meeting is July 17th but we may not need to meet for that. We will see if we need to hold it or just have the August 21, 2019 meeting.

THIRTEENTH ORDER OF BUSINESS

Adjournment

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

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

SIXTH ORDER OF BUSINESS

MINUTES OF MEETING
BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT

An audit committee meeting of the Board of Supervisors of the Bannon Lakes Community Development District was held on Wednesday, June 5, 2019 at 10:33 a.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
Linda Scandurra	Supervisor
Chris Hill	Supervisor

Also present were:

Jim Oliver	District Manager
Katie Buchanan	District Counsel (by phone)

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 10:33 a.m.

SECOND ORDER OF BUSINESS

Selection of Audit Evaluation Criteria

THIRD ORDER OF BUSINESS

Authorization to Issue Audit RFP

Mr. Oliver stated we have presented you with five different audit evaluation criteria. They are all equally weighted. The criteria are ability of personnel, proposers experience, understanding the scope of work, ability to furnish the required services and price.

On MOTION by Mr. Lancaster seconded by Mr. Dodson with all in favor the Audit Evaluation Criteria as Presented & Authorization for Staff to Issue an Audit RFP was approved.

FOURTH ORDER OF BUSINESS

Other Business

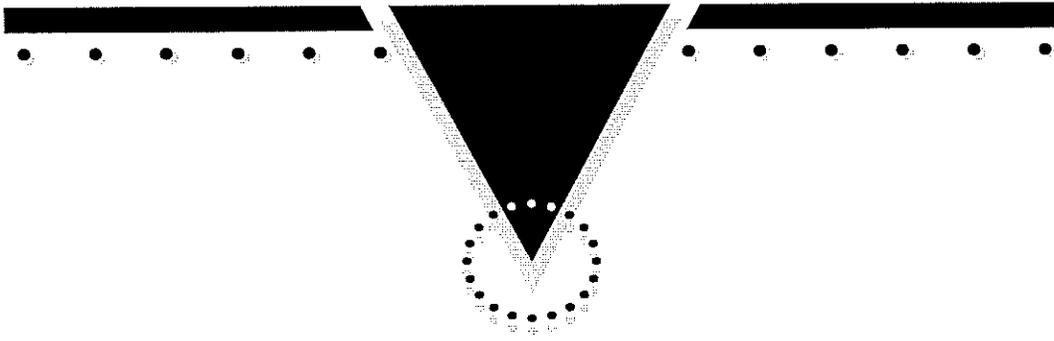
There being none, the next item followed.

FIFTH ORDER OF BUSINESS

Adjournment

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

SEVENTH ORDER OF BUSINESS



*Bannon Lakes
Community Development District*

Approved Budget

FY 2020

August 21, 2019



Bannon Lakes Community Development District

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GENERAL FUND BUDGET

Summary Revenues and Expenditures	Page 1-2
Narrative – Administrative and Maintenance	Page 3-9
2016 Debt Service Fund	Page 10-12

Bannon Lakes

Community Development District

General Fund

Description	Adopted Budget FY 2019	Actual Thru 7/31/19	Projected Next 2 Months	Total Projected 9/30/19	Approved Budget FY 2020
Revenues					
Developer Contributions	\$127,247	\$0	\$0	\$0	\$90,789
Assessments	\$439,183	\$437,794	\$1,389	\$439,183	\$504,753
Facility Revenue	\$0	\$50	\$0	\$50	\$300
Total Revenues	\$566,430	\$437,844	\$1,389	\$439,233	\$595,842

Expenditures

Administrative

Supervisors Fees	\$4,000	\$0	\$0	\$0	\$0
FICA	\$306	\$0	\$0	\$0	\$0
Engineering	\$4,000	\$398	\$2,000	\$2,398	\$4,000
Attorney	\$20,000	\$5,449	\$5,000	\$10,449	\$12,000
Dissemination	\$4,100	\$3,417	\$1,025	\$4,442	\$4,100
Annual Audit	\$4,200	\$2,395	\$0	\$2,395	\$4,200
Arbitrage	\$600	\$600	\$0	\$600	\$600
Assessment Roll	\$5,000	\$5,000	\$0	\$5,000	\$5,000
Trustee fees	\$10,000	\$3,667	\$0	\$3,667	\$10,000
Management Fees	\$45,000	\$37,500	\$7,500	\$45,000	\$45,000
Information Technology	\$1,733	\$1,444	\$289	\$1,733	\$1,733
Telephone	\$200	\$41	\$40	\$81	\$200
Postage	\$500	\$338	\$162	\$500	\$500
Insurance	\$5,500	\$5,610	\$0	\$5,610	\$5,800
Printing & Binding	\$3,000	\$1,161	\$200	\$1,361	\$3,000
Legal Advertising	\$3,000	\$965	\$417	\$1,382	\$2,000
Other Current Charges	\$700	\$250	\$450	\$700	\$700
Office Supplies	\$400	\$718	\$15	\$733	\$1,000
Website Services	\$0	\$1,750	\$0	\$1,750	\$1,200
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
Administrative Expenditures	\$112,414	\$70,877	\$17,098	\$87,975	\$101,208

Amenty Center

Insurance	\$15,106	\$13,413	\$0	\$13,413	\$19,974
Utilities					
Phone/Internet/Cable	\$3,000	\$3,899	\$810	\$4,709	\$6,800
Electric	\$25,000	\$11,917	\$2,600	\$14,517	\$25,000
Water/Irrigation	\$10,000	\$6,896	\$1,700	\$8,596	\$15,000
Telephone	\$4,000	\$0	\$0	\$0	\$0
Gas	\$200	\$0	\$0	\$0	\$200
Refuse	\$2,500	\$2,096	\$504	\$2,600	\$3,100

Bannon Lakes

Community Development District

General Fund

Description	Adopted Budget FY 2019	Actual Thru 7/31/19	Projected Next 2 Months	Total Projected 9/30/19	Approved Budget FY 2020
<i>Security</i>					
Security Monitoring	\$600	\$0	\$100	\$100	\$600
Access Cards	\$500	\$2,600	\$0	\$2,600	\$2,500
<i>Management Contracts</i>					
Facility Management	\$30,900	\$7,400	\$5,200	\$12,600	\$60,000
Field Mgmt / Admin	\$22,000	\$15,640	\$3,193	\$18,833	\$22,000
Pool Maintenance	\$8,800	\$7,513	\$1,821	\$9,334	\$12,000
Pool Chemicals	\$10,000	\$2,866	\$1,400	\$4,266	\$10,000
Janitorial	\$7,000	\$5,530	\$1,167	\$6,697	\$7,000
Janitorial Supplies	\$3,450	\$0	\$1,000	\$1,000	\$3,450
Facility Maintenance	\$7,500	\$8,023	\$2,000	\$10,023	\$7,500
Repairs & Maintenance	\$4,310	\$1,372	\$2,938	\$4,310	\$4,310
New Capital Projects	\$0	\$1,155	\$0	\$1,155	\$0
Special Events	\$3,000	\$3,335	\$0	\$3,335	\$5,000
Holiday Decorations	\$1,500	\$0	\$1,500	\$1,500	\$1,500
Fitness Center Repairs/Supplies	\$900	\$0	\$300	\$300	\$900
Office Supplies	\$250	\$698	\$0	\$698	\$1,500
ASCAP/BMI Licenses	\$500	\$0	\$175	\$175	\$500
Pest Control	\$0	\$0	\$0	\$0	\$1,800
<i>Amenity Center Expenditures</i>	\$161,016	\$94,353	\$26,408	\$120,761	\$210,634
<i>Grounds Maintenance Expenditures</i>					
Hydrology Quality/Mitigation	\$3,000	\$0	\$1,500	\$1,500	\$3,000
Landscape Maintenance	\$135,000	\$114,834	\$23,454	\$138,288	\$141,000
Landscape Contingency	\$20,000	\$0	\$2,000	\$2,000	\$20,000
Lake Maintenance	\$7,500	\$4,650	\$930	\$5,580	\$7,500
Grounds Maintenance	\$8,000	\$0	\$1,500	\$1,500	\$8,000
Pump Repairs	\$2,000	\$0	\$500	\$500	\$2,000
Streetlights	\$0	\$7,207	\$1,474	\$8,681	\$9,000
Streetlight Repairs	\$5,000	\$0	\$0	\$0	\$5,000
Irrigation Repairs	\$7,500	\$2,752	\$350	\$3,102	\$7,500
Miscellaneous	\$5,000	\$0	\$0	\$1,250	\$5,000
Reclaim Water	\$100,000	\$24,345	\$9,300	\$33,645	\$76,000
<i>Grounds Maintenance Expenditures</i>	\$293,000	\$153,788	\$41,008	\$196,046	\$284,000
<i>Total Expenses</i>	\$566,430	\$319,018	\$84,514	\$404,782	\$595,842
<i>Excess Revenues/(Expenditures)</i>	\$0	\$118,826	(\$83,125)	\$34,451	\$0

Bannon Lakes
Community Development District
 GENERAL FUND BUDGET
 FISCAL YEAR 2020

REVENUES:

Developer Contributions/ Assessments

The District will enter into a Funding Agreement with the Developer or levy maintenance assessments to Fund the General Fund expenditures the Fiscal Year.

EXPENDITURES:

Administrative:

Supervisors Fees

The Florida Statutes allows each Board member to receive \$200 per meeting not to exceed \$4,000 in one year. The amount for the fiscal year is based upon four supervisors paid for the estimated eight annual meetings with the other supervisors waiving pay.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from the Board of Supervisors checks.

Engineering

The District will contract with an engineering firm to provide general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc.

Attorney

The District will contract with Hopping Green & Sams for legal counsel to provide general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Governmental Management Services	\$ 292	\$ 3,500
Disclosure Services		\$ 600
	\$ 292	\$ 4,100

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm. The District will contract with a licensed CPA firm to prepare the annual audit.

Bannon Lakes
Community Development District
 GENERAL FUND BUDGET
 FISCAL YEAR 2020

Arbitrage

The District is required to annually have an arbitrage rebate calculation on the District's Series 2016 Special Assessment Revenue Bonds.

Assessment Roll

The District's assessment roll administration, GMS, LLC, will provide services to prepare assessment rolls to district property owners.

Trustee Fees

The District issued Series 2016 Special Assessment Revenue Bonds which are held with a Trustee at BNY Mellon. The amount of the trustee fees is based on the agreement between BNY Mellon and the District.

Management Fees

The District will contract with Governmental Management Services, LLC for Management, Accounting and Administrative services as part of a Management Agreement with management company.

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Governmental Management Services	\$ 3,750	\$ 45,000

Information Technology

The cost related to District's accounting and information systems, District website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Governmental Management Services	\$ 144	\$ 1,733

Telephone

The cost of telephone and fax machine service.

Postage

The cost of mailing agenda packages, overnight deliveries, correspondence, and payments for the District.

Insurance

Represents the estimated cost for public officials and general liability insurance for the District provided by FIA.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Bannon Lakes
Community Development District
 GENERAL FUND BUDGET
 FISCAL YEAR 2020

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, and etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Miscellaneous office supplies.

Website Compliance

Per Chapter 2014-22, Laws of Florida, all Districts must have a website by October 1, 2015 to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS, LLC and updated monthly

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Amenity Center:

Insurance

The District's Property insurance policy is with Florida Insurance Alliance. FIA specializes in providing insurance coverage to governmental agencies. The amount budgeted represents the estimated premium for property insurance related to the Amenity Center.

Phone/Internet/Cable

The District will provide internet & cable television services for the Amenity Center through Comcast.

<u>Vendor</u>	<u>Address</u>	<u>Monthly</u>	<u>Annual</u>
AT&T	435 Bannon Lakes Blvd	\$ 186	\$ 2,232
AT&T	435 Bannon Lakes Blvd	\$ 211	\$ 2,532
	New lines	\$ 170	\$ 2,036
		\$ 567	\$ 6,800

Electric

The cost of electric associated with the Recreation Facility.

<u>Vendor</u>	<u>Address</u>	<u>Monthly</u>	<u>Annual</u>
FPL	435 Bannon Lakes Blvd - Clubhouse	\$ 995	\$ 11,940
FPL	35 Bannon Lakes Blvd #Ent	\$ 26	\$ 312
FPL	435 Bannon Lakes Blvd # Fitness	\$ 174	\$ 2,088
	Contingency	\$ 888	\$ 10,660
		\$ 2,083	\$ 25,000

Bannon Lakes
Community Development District
 GENERAL FUND BUDGET
 FISCAL YEAR 2020

Water/Irrigation

Water, sewer and irrigation systems cost for the district.

<u>Vendor</u>	<u>Address</u>	<u>Monthly</u>	<u>Annual</u>
SJCUD	435 Bannon Lakes Blvd	\$ 995	\$ 11,936
	Contingency	\$ 255	\$ 3,064
		\$ 1,250	\$ 15,000

Gas

The District will contract with vendor to provide propane delivery for amenity center use.

Refuse Service

Cost of garbage disposal service will be provided by Republic Services #687 for the District.

Security Monitoring

The District will contract with vendor to provide security monitoring for the Amenity Center.

Access Cards

Represents the estimated cost for access cards purchased by the District's Amenity Center.

Facility Management

Cost to provide management services for the Amenity Center.

Field Management and Admin

The District will contract Riverside Management Services, Inc. for onsite field management of contracts for District Services such as landscaping, amenity & pool facilities, lake maintenance, etc.

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Riverside Management Services	\$ 1,597	\$ 22,000

Pool Maintenance and Supplies

The estimated amount based on proposed contract with Riverside Management Services, Inc. to provide maintenance of the Amenity Center swimming pool.

Pool Chemicals

The estimated amount based on proposed contract with vendor to provide chemicals to maintain the Amenity Center swimming pool.

Bannon Lakes
Community Development District
 GENERAL FUND BUDGET
 FISCAL YEAR 2020

Janitorial

The estimated amount based on proposed contract with Riverside Management Services, Inc. to provide janitorial services for the Amenity Center.

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Riverside Management Services	\$ 583	\$ 7,000

Janitorial Supplies

All supplies needed for janitorial services of the Amenity Center.

Facility Maintenance

The estimated amount based on proposed contract with vendor to provide routine repairs and maintenance for the Amenity Center.

Repair & Maintenance

Regular maintenance and replacement cost incurred by the Amenity Center of the District.

Special Events

Represents estimated costs for the District to host special events for the community throughout the Fiscal Year.

Holiday Decorations

Represents estimated costs for the District to decorate the amenity center throughout the Fiscal Year.

Fitness Center Repairs/Supplies

Represents estimated costs for the Fitness Center repairs of equipment, purchase of supplies, and preventative maintenance contract.

Office Supplies and Equipment

Represents estimated cost for office supplies for the Amenity Center.

ASCAP/BMI Licenses

License fee required to broadcast music to the amenity center.

Grounds Maintenance:

Hydrology Quality/Mitigation

Cost to preserve beneficial aquatic plants in the wetland mitigation area and control nuisance and exotic pest plant populations.

Bannon Lakes
Community Development District
 GENERAL FUND BUDGET
 FISCAL YEAR 2020

Landscape Maintenance

Cost to maintain the common areas of the District based on a proposed contract with Landcare Group, Inc.

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Landcare Group - Amenity	\$ 5,396	\$ 64,751
Landcare Group - Lakes	\$ 6,331	\$ 75,975
Contingency	\$ 23	\$ 274
	\$ 11,750	\$ 141,000

Landscape Contingency

Other landscape costs that is not under contract which includes landscape light repairs and replacements.

Lake Maintenance

Cost for the maintenance of District lakes based on a contract.

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
The Lake Doctors, Inc.	\$ 465	\$ 5,580
Contingency	\$ 160	\$ 1,920
	\$ 625	\$ 7,500

Grounds Maintenance

Contracted staff for repairs and trash pick-up on District owned property.

Pump Repairs

Provision for pool pump repair or replacements as needed.

Streetlights

FPL provides the District street lighting cost for the community. The amount is based upon the agreement plus estimated cost for fuel charges.

<u>Vendor</u>	<u>Address</u>	<u>Monthly</u>	<u>Annual</u>
FPL	100 International Golf Parkway	\$ 711	\$ 8,532
	Contingency	\$ 39	\$ 468
		\$ 750	\$ 9,000

Streetlight Repairs

Estimated costs for street lighting and parking lot repairs and replacements.

Bannon Lakes
Community Development District
 GENERAL FUND BUDGET
 FISCAL YEAR 2020

Irrigation Repairs

Miscellaneous irrigation repairs and maintenance cost for the District.

Miscellaneous

Any unanticipated and unscheduled maintenance cost to the District.

Reclaimed water

Reclaimed water Services for the District provided by St. Johns County Utility Department.

<u>Vendor</u>	<u>Address</u>	<u>Monthly</u>	<u>Annual</u>
SJCUD	35 Bannon Lakes Blvd	\$ 1,134	\$ 13,611
	435 Bannon Lakes Blvd	\$ 706	\$ 8,473
	Contingency	\$ 4,493	\$ 53,916
		\$ 6,333	\$ 76,000

Bannon Lakes
Community Development District

Debt Service Fund
Series 2016

Description	Adopted Budget FY 2019	Actual Thru 7/31/19	Projected Next 2 Months	Total Projected 9/30/19	Approved Budget FY 2020
<i>Revenues</i>					
Carry Forward Surplus*	\$292,662	\$292,562	\$0	\$292,562	\$512,248
Interest Income	\$50	\$7,796	\$2,596	\$10,392	\$2,000
Special Assessments	\$771,500	\$684,929	\$86,571	\$771,500	\$769,808
Prepayments	\$0	\$72,919	\$0	\$72,919	\$0
TOTAL REVENUES	\$1,064,212	\$1,058,207	\$89,167	\$1,147,374	\$1,284,057
<i>Expenditures</i>					
<i>Series 2007</i>					
Interest - 11/01	\$292,563	\$292,563	\$0	\$292,563	\$291,350
Principal - 11/01	\$0	\$0	\$0	\$0	\$180,000
Special Call - 11/01	\$0	\$0	\$0	\$0	\$25,000
Interest - 05/01	\$292,563	\$292,563	\$0	\$292,563	\$287,300
Special Call - 05/01	\$0	\$50,000	\$0	\$50,000	\$0
TOTAL EXPENDITURES	\$585,125	\$635,126	\$0	\$635,126	\$783,650
EXCESS REVENUES	\$479,087	\$423,081	\$89,167	\$512,248	\$500,407

*Reflects excess revenue at fiscal year end less reserve fund balance.

11/1/20 Interest	\$287,300
11/1/20 Principal	\$190,000
	<u>\$477,300</u>

Bannon Lakes

Community Development District

Amortization Schedule

Series 2016, Special Assessment Revenue Bonds

(Term Bonds Due Combined)

Date	Balance	Principal	Interest	Annual
11/1/19	\$ 11,800,000	\$ 180,000	\$ 291,350	\$ 762,700
5/1/20	\$ 11,620,000	\$ -	\$ 287,300	\$ -
11/1/20	\$ 11,620,000	\$ 190,000	\$ 287,300	\$ 764,600
5/1/21	\$ 11,430,000	\$ -	\$ 283,025	\$ -
11/1/21	\$ 11,430,000	\$ 200,000	\$ 283,025	\$ 766,050
5/1/22	\$ 11,230,000	\$ -	\$ 278,525	\$ -
11/1/22	\$ 11,230,000	\$ 210,000	\$ 278,525	\$ 767,050
5/1/23	\$ 11,020,000	\$ -	\$ 273,800	\$ -
11/1/23	\$ 11,020,000	\$ 215,000	\$ 273,800	\$ 762,600
5/1/24	\$ 10,805,000	\$ -	\$ 268,963	\$ -
11/1/24	\$ 10,805,000	\$ 225,000	\$ 268,963	\$ 762,925
5/1/25	\$ 10,580,000	\$ -	\$ 263,900	\$ -
11/1/25	\$ 10,580,000	\$ 240,000	\$ 263,900	\$ 767,800
5/1/26	\$ 10,340,000	\$ -	\$ 258,500	\$ -
11/1/26	\$ 10,340,000	\$ 250,000	\$ 258,500	\$ 767,000
5/1/27	\$ 10,090,000	\$ -	\$ 252,250	\$ -
11/1/27	\$ 10,090,000	\$ 260,000	\$ 252,250	\$ 764,500
5/1/28	\$ 9,830,000	\$ -	\$ 245,750	\$ -
11/1/28	\$ 9,830,000	\$ 275,000	\$ 245,750	\$ 766,500
5/1/29	\$ 9,555,000	\$ -	\$ 238,875	\$ -
11/1/29	\$ 9,555,000	\$ 290,000	\$ 238,875	\$ 767,750
5/1/30	\$ 9,265,000	\$ -	\$ 231,625	\$ -
11/1/30	\$ 9,265,000	\$ 305,000	\$ 231,625	\$ 768,250
5/1/31	\$ 8,960,000	\$ -	\$ 224,000	\$ -
11/1/31	\$ 8,960,000	\$ 320,000	\$ 224,000	\$ 768,000
5/1/32	\$ 8,640,000	\$ -	\$ 216,000	\$ -
11/1/32	\$ 8,640,000	\$ 335,000	\$ 216,000	\$ 767,000
5/1/33	\$ 8,305,000	\$ -	\$ 207,625	\$ -
11/1/33	\$ 8,305,000	\$ 350,000	\$ 207,625	\$ 765,250
5/1/34	\$ 7,955,000	\$ -	\$ 198,875	\$ -
11/1/34	\$ 7,955,000	\$ 370,000	\$ 198,875	\$ 767,750
5/1/35	\$ 7,585,000	\$ -	\$ 189,625	\$ -
11/1/35	\$ 7,585,000	\$ 385,000	\$ 189,625	\$ 764,250

Bannon Lakes

Community Development District

Amortization Schedule

Series 2016, Special Assessment Revenue Bonds

(Term Bonds Due Combined)

Date	Balance	Principal	Interest	Annual
5/1/36	\$ 7,200,000	\$ -	\$ 180,000	\$ -
11/1/36	\$ 7,200,000	\$ 405,000	\$ 180,000	\$ 765,000
5/1/37	\$ 6,795,000	\$ -	\$ 169,875	\$ -
11/1/37	\$ 6,795,000	\$ 425,000	\$ 169,875	\$ 764,750
5/1/38	\$ 6,370,000	\$ -	\$ 159,250	\$ -
11/1/38	\$ 6,370,000	\$ 450,000	\$ 159,250	\$ 768,500
5/1/39	\$ 5,920,000	\$ -	\$ 148,000	\$ -
11/1/39	\$ 5,920,000	\$ 470,000	\$ 148,000	\$ 766,000
5/1/40	\$ 5,450,000	\$ -	\$ 136,250	\$ -
11/1/40	\$ 5,450,000	\$ 495,000	\$ 136,250	\$ 767,500
5/1/41	\$ 4,955,000	\$ -	\$ 123,875	\$ -
11/1/41	\$ 4,955,000	\$ 520,000	\$ 123,875	\$ 767,750
5/1/42	\$ 4,435,000	\$ -	\$ 110,875	\$ -
11/1/42	\$ 4,435,000	\$ 545,000	\$ 110,875	\$ 766,750
5/1/43	\$ 3,890,000	\$ -	\$ 97,250	\$ -
11/1/43	\$ 3,890,000	\$ 570,000	\$ 97,250	\$ 764,500
5/1/44	\$ 3,320,000	\$ -	\$ 83,000	\$ -
11/1/44	\$ 3,320,000	\$ 600,000	\$ 83,000	\$ 766,000
5/1/45	\$ 2,720,000	\$ -	\$ 68,000	\$ -
11/1/45	\$ 2,720,000	\$ 630,000	\$ 68,000	\$ 766,000
5/1/46	\$ 2,090,000	\$ -	\$ 52,250	\$ -
11/1/46	\$ 2,090,000	\$ 665,000	\$ 52,250	\$ 769,500
5/1/47	\$ 1,425,000	\$ -	\$ 35,625	\$ -
11/1/47	\$ 1,425,000	\$ 695,000	\$ 35,625	\$ 766,250
5/1/48	\$ 730,000	\$ -	\$ 18,250	\$ -
11/1/48	\$ 730,000	\$ 730,000	\$ 18,250	\$ 766,500
Totals		\$ 11,800,000	\$ 10,893,625	\$ 22,984,975

A.

RESOLUTION 2019-05

THE ANNUAL APPROPRIATION RESOLUTION OF THE BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2019, submitted to the Board of Supervisors (“**Board**”) of the Bannon Lakes Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Bannon Lakes Community Development District for the Fiscal Year Ending September 30, 2020.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2019/2020, the sum of \$ _____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND - (SERIES 2016)	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2019/2020 or within 60 days following the end of the Fiscal Year 2019/2020 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 21st DAY OF AUGUST, 2019.

ATTEST:

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Fiscal Year 2019/2020 Budget

B.

RESOLUTION 2019-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019/2020; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bannon Lakes Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in St. Johns County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budgets ("**Budget**") for Fiscal Year 2019/2020, attached hereto as **Exhibit "A,"** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the District's Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Budget; and

WHEREAS, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits “A” and “B,”** is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapter 190 of the Florida Statutes, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**

B. **Direct Bill Assessments.** The operations and maintenance special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are according to the following schedule: 25% due no later than October 15, 2019, 25% due no later than January 1, 2020, 25% due no later than April 1, 2020, and 25% due no later than July 1, 2020. In the event that an assessment payment is not made in accordance with the schedule stated above, the

whole assessment – including any remaining partial, deferred payments for Fiscal Year 2019/2020, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170 of the Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein.

- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The District's Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the District’s Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the District’s Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 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.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 21st day of August, 2019.

ATTEST:

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

- Exhibit A:** Budget
- Exhibit B:** Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

C.

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2019/2020 FUNDING AGREEMENT**

This Agreement (the “**Agreement**”) is effective as of the 1st day of October, 2019, by and between:

Bannon Lakes Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida (hereinafter "District"), and

RREF III-P-EP Bannon Lakes JV, LLC, a Delaware limited liability company, and the owner of a portion of the property located within the boundaries of the District (hereinafter "Developer").

Recitals

WHEREAS, the District was established by ordinance of the Board of County Commissioners of St. Johns County, Florida for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Developer presently owns and/or is developing certain real property (the “**Property**”) within the District, which Property will benefit from the timely construction and acquisition of the District’s facilities, activities, and services, and from the continued operations of the District; and

WHEREAS, the District has adopted its general fund budget for the Fiscal Year 2019/2020, which year commences on October 1, 2019 and concludes on September 30, 2020 (the “**General Fund Budget**”); and

WHEREAS, the General Fund Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the Developer has requested that the District not levy operation and maintenance assessments in excess of \$_____ for Fiscal Year 2019/2020; and

WHEREAS, the Developer desires to fund any deficit of the District’s operation and maintenance expenses in excess of the \$_____ up to the total amount of the District’s General Fund Budget, adopted by the District’s Board of Supervisors on August 21, 2019, without any reimbursement by the District; and

WHEREAS, as the District and Developer anticipate that the District's operations and maintenance expenses for Fiscal Year 2019/2020 will not exceed the budgeted amount of \$_____ it is anticipated that the Developer's Funding Obligation as defined herein will not exceed \$_____.

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 parties agree as follows:

1. **Funding Obligation.** Subject to the provisions of Paragraph 2 of this Agreement, the Developer agrees to pay the District's actual operation and maintenance expenses for Fiscal Year 2019/2020 to the extent such expenses exceed the special assessments for operations and maintenance levied and collected by the District, within fifteen (15) days of written request by the District (the "**Developer's Funding Obligation**"). The funds shall be placed in the District's general checking account. The Developer's Funding Obligation for Fiscal Year 2019/2020 shall not exceed \$_____. The Developer's payment of funds pursuant to this Agreement in no way affects the Developer's obligation to pay assessments on land it owns within the District.

2. **Continuing Lien.** The District shall have the right to file a continuing lien upon the certain property as identified in **Exhibit B** (the "Parcel") for all payments due and owing under the terms of this Agreement and for interest thereon. In addition, the District shall have the right to file a continuing lien upon the Parcel for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2019/2020 Budget" (the "**Notice**") in the public records of St. Johns County, Florida, stating among other things, the description of the Parcel and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring such other enforcement action against the Parcel in any manner authorized by law. The District shall partially release any filed lien for portions of the Parcel subject to a plat if and when the Developer has demonstrated, in the District's reasonable discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any portion of the Parcel after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Parcel owned by the Developer.

3. **Alternative Methods of Collection.**

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for St. Johns County, Florida. The

enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations, and services set out in **Exhibit A** provide a special and peculiar benefit to the Property. The Developer agrees that the activities, operations and services set forth in **Exhibit A** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **Exhibit A**. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the St. Johns County property appraiser.

4. Agreement; Amendment. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. 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 of the parties hereto.

5. Authority. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

6. Assignment. This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other which consent shall not be unreasonably conditioned, withheld, or delayed; provided, however, the Developer may assign its rights and obligation under this Agreement to an affiliated entity or subsidiary of Developer or to any other entity in which Developer has retained any ownership interest or collaterally assign to any institutional lender or equity investor providing financing to Developer. Any purported assignment without such consent shall be void.

7. Default. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

8. Third Party Rights; Transfer of Property. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. 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 provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

9. Applicable Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

10. Negotiation at Arm's Length. 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 the doubtful language will not be interpreted or construed against any party.

11. Notice. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, by overnight delivery service, or telecopied or hand delivered to the parties, as follows:

- A. If to the 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 South Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Wesley S. Haber

- B. If to the Developer: RREF III-P-EP Bannan Lakes JV, LLC
790 NW 107th Avenue, Fourth Floor
Miami, Florida 33172
Attn: Anthony Seijas

- With a copy to: Carlton Fields
4221 W. Boy Scout Blvd., Suite 1000
Tampa, Florida 33607
Attn: Joel B. Giles

and

Eastland Partners, LLC
700 Ponte Vedra Lakes Blvd.
Ponte Vedra Beach, Florida 32082
Attn: Arthur Lancaster

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

12. Effective Date. The Agreement shall take effect as of October 1, 2019. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

(SIGNATURES ON FOLLOWING PAGE)

In witness whereof, the parties execute this agreement the day and year first written above.

Attest:

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

RREF III-P-EP BANNON LAKES JV, LLC,
a Delaware limited liability company

BY: RREF III-P-EP BANNON LAKES JV MEMBER, LLC
a Delaware limited liability company, its managing member

BY: RIALTO REAL ESTATE FUND III-PROPERTY, LP,
a Delaware limited partnership, its sole member

BY: RIALTO PARTNERS GP, III-PROPERTY, LLC,
a Delaware limited liability company,
its general partner

By: _____

Name: _____

Title: _____

WITNESSES:

Exhibit A: Fiscal Year 2019/2020 General Fund Budget

Exhibit B: Parcel

EXHIBIT A

Exhibit B

EIGHTH ORDER OF BUSINESS

**Bannon Lakes
Community Development District**

ANNUAL FINANCIAL REPORT

September 30, 2018

Bannon Lakes Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2018

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Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Bannon Lakes Community Development District
St. Johns County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Bannon Lakes Community Development District as of and for the year ended September 30, 2018, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Fort Pierce / Stuart

To the Board of Supervisors
Bannon Lakes Community Development District

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Bannon Lakes Community Development District, as of September 30, 2018, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated June 21, 2019 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Bannon Lakes Community Development District's internal control over financial reporting and compliance.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 21, 2019

**Bannon Lakes Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2018**

Management's discussion and analysis of Bannon Lakes Community Development District (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Bannon Lakes Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2018**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including construction in progress, are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. In the **statement of activities**, transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2018.

- ◆ The District's total liabilities exceeded total assets by \$(2,029,780) (net position).
- ◆ Governmental activities revenues totaled \$1,003,570 while governmental activities expenses totaled \$2,180,842.

**Bannon Lakes Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2018**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2018	2017
Current assets	\$ 482,496	\$ 463,829
Restricted assets	678,313	1,263,438
Capital assets	9,046,788	9,649,986
Total Assets	10,207,597	11,377,253
Current liabilities	486,691	482,490
Non-current liabilities	11,750,686	11,747,271
Total Liabilities	12,237,377	12,229,761
Net position - unrestricted	\$ (2,029,780)	\$ (852,508)

The decrease in restricted assets is primarily the result of the interest payments and capital additions in the current year.

The decrease in capital assets is the result of not all construction in progress amounts being capitalized at the completion of the project in the current year.

**Bannon Lakes Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2018**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	<u>2018</u>	<u>2017</u>
Program Revenues		
Charges for services	\$ 441,215	\$ 439,208
Grants and contributions	562,355	313,695
	<u>1,003,570</u>	<u>752,903</u>
Expenses		
General government	139,815	100,118
Physical environment	1,359,762	95,487
Culture/recreation	92,725	26,476
Interest on long-term debt	588,540	588,540
	<u>2,180,842</u>	<u>810,621</u>
Change in Net Position	(1,177,272)	(57,718)
Net Position - Beginning of Year	<u>(852,508)</u>	<u>(794,790)</u>
Net Position - End of Year	<u>\$ (2,029,780)</u>	<u>\$ (852,508)</u>

The increase in general government expenses is primarily related to increased engineering fees in the current year.

The increase in physical environment expenses is the result of certain construction in progress amounts being expensed in the current year at the completion of the project.

**Bannon Lakes Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2018**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2018 and 2017.

	Governmental Activities	
	2018	2017
Construction in progress	\$ 449,356	\$ 9,649,986
Infrastructure	4,721,061	-
Building and improvements	3,691,744	-
Equipment	184,627	-
Total	\$ 9,046,788	\$ 9,649,986

Current year activity consisted of additions to construction in progress of \$561,155 and the transfer of construction on progress to infrastructure, \$4,721,061, buildings and improvements, \$3,691,744 and equipment, \$184,627. In addition, \$1,164,353 of construction in progress was expensed as physical environment.

General Fund Budgetary Highlights

Budgeted expenditures exceeded actual expenditures primarily due to less landscape maintenance and utilities expenditures than were anticipated.

There were no amendments to the September 30, 2018 budget.

Debt Management

Governmental Activities debt includes the following:

- ◆ In January 2016 the District issued \$11,850,000 Special Assessment Bonds, Series 2016. The Bonds were issued to provide funds to finance the cost of acquisition, construction, installation and equipping the 2016 Project, pay certain costs associated with issuing the bonds, fund the 2016 Reserve account and fund capitalized interest through November 1, 2018. The balance outstanding at September 30, 2018 was \$11,850,000.

**Bannon Lakes Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2018**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Economic Factors and Next Year's Budget

The District does not expect any economic factors to have a significant effect on the financial position or results of operations of the District in fiscal year 2019.

Request for Information

The financial report is designed to provide a general overview of Bannon Lakes Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Bannon Lakes Community Development District, Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, FL 32092.

Bannon Lakes Community Development District
STATEMENT OF NET POSITION
September 30, 2018

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 269,504
Assessments receivable	12,252
Due from developer	180,667
Deposits	50
Prepaid expenses	20,023
Total Current Assets	482,496
Non-Current Assets	
Restricted Assets	
Cash	678,313
Capital Assets, Not Being Depreciated	
Construction in progress	449,356
Capital Assets, Being Depreciated	
Infrastructure	4,721,061
Buildings and improvements	3,691,744
Equipment	184,627
Total Non-Current Assets	9,725,101
Total Assets	10,207,597
LIABILITIES	
Current Liabilities	
Accounts payable	5,349
Contracts and retainage payable	180,667
Unearned revenues	56,873
Accrued interest	243,802
Total Current Liabilities	486,691
Non-Current Liabilities	
Bonds payable, net	11,750,686
Total Liabilities	12,237,377
NET POSITION	
Unrestricted	\$ (2,029,780)

See accompanying notes to financial statements.

Bannon Lakes Community Development District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2018

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>		<u>Net (Expense)</u> <u>Revenues and</u> <u>Changes in</u> <u>Net Position</u>
		<u>Charges for</u> <u>Services</u>	<u>Capital Grants</u> <u>and</u> <u>Contributions</u>	<u>Governmental</u> <u>Activities</u>
Governmental Activities				
General government	\$ (139,815)	\$ 144,149	\$ -	\$ 4,334
Physical environment	(1,359,762)	201,466	562,355	(595,941)
Culture/recreation	(92,725)	95,600	-	2,875
Interest on long-term debt	(588,540)	-	-	(588,540)
Total Governmental Activities	<u>\$ (2,180,842)</u>	<u>\$ 441,215</u>	<u>\$ 562,355</u>	<u>(1,177,272)</u>
				(1,177,272)
				(852,508)
				<u>\$ (2,029,780)</u>

See accompanying notes to financial statements.

Bannon Lakes Community Development District
 BALANCE SHEET
 GOVERNMENTAL FUNDS
 September 30, 2018

	General	Series 2016 Debt Service	Series 2016 Capital Projects	Total Governmental Funds
ASSETS				
Cash	\$ 269,504	\$ -	\$ -	\$ 269,504
Assessments receivable	12,252	-	-	12,252
Due from developer	-	-	180,667	180,667
Prepaid expenses	20,023	-	-	20,023
Deposits	50	-	-	50
Restricted assets				
Cash and investments, at fair value	-	678,313	-	678,313
Total Assets	\$ 301,829	\$ 678,313	\$ 180,667	\$ 1,160,809
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Accounts payable	\$ 5,349	\$ -	\$ -	\$ 5,349
Contracts and retainage payable	-	-	180,667	180,667
Unearned revenues	56,873	-	-	56,873
Total Liabilities	62,222	-	180,667	242,889
FUND BALANCES				
Nondspendable:				
Prepaid expenses/deposits	20,073	-	-	20,073
Restricted:				
Debt service	-	678,313	-	678,313
Unassigned	219,534	-	-	219,534
Total Fund Balances	239,607	678,313	-	917,920
Total Liabilities and Fund Balances	\$ 301,829	\$ 678,313	\$ 180,667	\$ 1,160,809

See accompanying notes to financial statements.

**Bannon Lakes Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2018**

Total Governmental Fund Balances	\$	917,920
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets, construction in progress, \$449,356, infrastructure, \$4,721,061, buildings and improvements, \$3,691,744 and equipment, \$184,627, used in governmental activities are not current financial resources and therefore, are not reported at the fund level.		9,046,788
Long-term liabilities, including bonds payable, \$(11,850,000), and bond discount, \$99,314, are not due and payable in the current period and therefore, are not reported at the fund level.		(11,750,686)
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the fund level.		<u>(243,802)</u>
Net Position of Governmental Activities		<u>\$ (2,029,780)</u>

See accompanying notes to financial statements.

Bannon Lakes Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Year Ended September 30, 2018

	Series 2016		Series 2016 Capital Projects	Total Governmental Funds
	General	Debt Service		
Revenues				
Special assessments	\$ 441,215	\$ -	\$ -	\$ 441,215
Developer contributions	-	-	562,355	562,355
Total Revenues	441,215	-	562,355	1,003,570
Expenditures				
Current				
General government	139,815	-	-	139,815
Physical environment	195,409	-	-	195,409
Culture/recreation	92,725	-	-	92,725
Capital outlay	-	-	561,155	561,155
Debt service	-	585,125	-	585,125
Interest	-	585,125	-	585,125
Total Expenditures	427,949	585,125	561,155	1,574,229
Net Change in Fund Balances	13,266	(585,125)	1,200	(570,659)
Fund Balances - October 1, 2017	226,341	1,263,438	(1,200)	1,488,579
Fund Balances - September 30, 2018	\$ 239,607	\$ 678,313	\$ -	\$ 917,920

See accompanying notes to financial statements.

Bannon Lakes Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2018

Net Change in Fund Balances - Total Governmental Funds \$ (570,659)

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of capital outlay in the current period. 561,155

Certain amounts that had been capitalized as construction in progress in prior years were expensed as physical environment at the project completion. (1,164,353)

Amortization of bond discount does not require the use of financial current resources and therefore, is not reported in the governmental funds. This is the amount of amortization in the current period. (3,415)

Change in Net Position of Governmental Activities \$ (1,177,272)

See accompanying notes to financial statements.

Bannon Lakes Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Year Ended September 30, 2018

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	Variance with Final Budget Positive (Negative)
Revenues				
Special assessments	\$ 590,430	\$ 590,430	\$ 441,215	\$ (149,215)
Expenditures				
Current				
General government	111,681	111,681	139,815	(28,134)
Physical environment	298,100	298,100	195,409	102,691
Culture/recreation	180,649	180,649	92,725	87,924
Total Expenditures	<u>590,430</u>	<u>590,430</u>	<u>427,949</u>	<u>162,481</u>
Net Change in Fund Balances	-	-	13,266	13,266
Fund Balances - October 1, 2017	<u>-</u>	<u>-</u>	<u>226,341</u>	<u>226,341</u>
Fund Balances - September 30, 2018	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 239,607</u>	<u>\$ 239,607</u>

See accompanying notes to financial statements.

Bannon Lakes Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on September 21, 2015, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance #2015-60 of the Board of County Commissioners of St. Johns County, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Bannon Lakes Community Development District. The District is governed by a Board of Supervisors who are elected to four year and two year terms. The District operates within the criteria established by Chapter 190.

As required by GAAP, these financial statements present the Bannon Lakes Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Bannon Lakes Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by developer contributions. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Bannon Lakes Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District reports fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Bannon Lakes Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of "available spendable resources".

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Bannon Lakes Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Series 2016 Debt Service Fund – The Series 2016 Debt Service Fund accounts for debt service requirements to retire the Series 2016 Special Assessment Bonds, which were used to finance the construction of certain improvements within the District.

Series 2016 Capital Projects Fund – The Series 2016 Capital Projects Fund accounts for acquisition and construction of infrastructure improvements located within the boundaries of the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as construction in progress, and non-current governmental liabilities, such as general obligation bonds be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;

Bannon Lakes Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

a. Cash and Investments (Continued)

4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash and investments include time deposits, certificates of deposit, money market funds, and all highly liquid debt instruments with original maturities of three months or less.

b. Restricted Assets

Certain net position of the District are classified as restricted assets on the Statement of Net Position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted net position, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

c. Capital Assets

Capital assets, which include construction in progress, are reported in the governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

d. Unamortized Bond Discounts

Bond discounts associated with the issuance of revenue bonds are amortized according to the straight line method of accounting. For financial reporting, unamortized bond discounts are netted against the applicable long-term debt.

**Bannon Lakes Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

e. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position

“Total fund balances” of the District’s governmental funds (\$917,920) differs from “net position” of governmental activities (\$(2,029,780)) reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the Statement of Net Position versus the current financial resources focus of the governmental fund balance sheet. The effect of the differences is illustrated below:

Capital related items

When capital assets (land, buildings and improvements, infrastructure and equipment that are to be used in governmental activities) are purchased or constructed, the cost of those assets is reported as expenditures in governmental funds. However, the Statement of Net Position included those capital assets among the assets of the District as a whole.

Construction in progress		\$ 449,356
Infrastructure		4,721,061
Buildings and improvements		3,691,744
Equipment		<u>184,627</u>
Total		<u>\$ 9,046,788</u>

Bannon Lakes Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position (Continued)

Long-term debt transactions

Long-term liabilities applicable to the District's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Position. Balances at September 30, 2018 were:

Bonds payable	\$ (11,850,000)
Bond discount, net	99,314
Bonds payable, net	<u>\$ (11,750,686)</u>

Accrued interest

Accrued liabilities in the Statement of Net Position differ from the amount reported in governmental funds due to the accrued interest on bonds.

Accrued interest	<u>\$ (243,802)</u>
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2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities

The "net change in fund balances" for government funds (\$570,659) differs from the "change in net position" for governmental activities (\$1,177,272) reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below:

Capital related items

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the Statement of Activities, the costs of those assets is allocated over their estimated useful lives and reported as depreciation. As a result, fund balances decrease by the amount of financial resources expended, whereas net position decrease by the amount of depreciation charged for the year.

Capital outlay	\$ 561,155
Physical environment/noncapitalized	(1,164,353)
Total	<u>\$ (603,198)</u>

Bannon Lakes Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities (Continued)

Long-term debt transactions

Amortization of the bond discount does not require the use of current financial resources and therefore, is not reported in governmental funds.

Amortization of bond discount	\$ <u>(3,415)</u>
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NOTE C – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2018, the District's bank balance was \$952,828 and the carrying value was \$947,817. Exposure to custodial credit risk was as follows. The District maintains all unrestricted deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes. Restricted cash is insured to \$250,000 by the Securities Investor Protection Corporation.

Investments

The District held no investments during the year ended September 30, 2018.

Interest Rate Risk

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

Credit Risk

The District has no investment policy that would further limit its investment choices.

**Bannon Lakes Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018**

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund.

The types of deposits and their level of risk exposure as of September 30, 2018 were typical of these items during the fiscal year then ended.

NOTE D – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2018 was as follows:

	Balance October 1, 2017	Additions	Deletions	Balance September 30, 2018
Governmental activities:				
Capital assets, not being depreciated:				
Construction in progress	\$ 9,649,986	\$ 561,155	\$ (9,761,785)	\$ 449,356
Capital assets, being depreciated:				
Infrastructure	-	4,721,061	-	4,721,061
Buildings and improvements	-	3,691,744	-	3,691,744
Equipment	-	184,627	-	184,627
Total, capital assets being depreciated	-	8,597,432	-	8,597,432
Governmental Activities Capital Assets	<u>\$ 9,649,986</u>	<u>\$ 9,158,587</u>	<u>\$ (9,761,785)</u>	<u>\$ 9,046,788</u>

Depreciation will begin in the year ending September 30, 2019.

**Bannon Lakes Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018**

NOTE E – LONG-TERM DEBT

Long-term debt is comprised of the following:

Special Assessment Bonds

\$11,850,000 Series 2016 Bonds are due in annual principal installments beginning November 2019, maturing November 2048. Interest is due semi-annually on May 1 and November 1, beginning May 1, 2016, at variable rates of 4.5% and 5%.

	\$ 11,850,000
Less: bond discount, net	<u>(99,314)</u>
Bonds Payable, Net	<u>\$ 11,750,686</u>

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2018 are as follows:

Year Ending September 30,	Principal	Interest	Total
2019	\$ -	\$ 585,125	\$ 585,125
2020	185,000	580,963	765,963
2021	190,000	572,525	762,525
2022	200,000	563,750	763,750
2023	210,000	554,525	764,525
2024-2028	1,205,000	2,615,850	3,820,850
2029-2033	1,525,000	2,281,875	3,806,875
2034-2038	1,950,000	1,850,000	3,800,000
2039-2043	2,480,000	1,298,250	3,778,250
2044-2048	3,175,000	595,125	3,770,125
2049	<u>730,000</u>	<u>18,250</u>	<u>748,250</u>
Totals	<u>\$ 11,850,000</u>	<u>\$ 11,516,238</u>	<u>\$ 23,366,238</u>

**Bannon Lakes Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018**

NOTE E – LONG-TERM DEBT (CONTINUED)

Significant Bond Provisions

The Series 2016 Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time after November 1, 2028 at a redemption price equal to the principal amount of the Series 2016 Bonds together with accrued interest to the date of redemption.

The Trust Indenture established certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

1. Reserve Fund – The 2016 Reserve Account was funded from the proceeds of the Series 2016 Bonds in an amount equal to the maximum annual debt service requirement. Monies held in the reserve account will be used only for the purposes established in the Trust Indenture.

<u>Special Assessment Bonds</u>	
<u>Reserve Balance</u>	<u>Reserve Requirement</u>
<u>\$ 385,750</u>	<u>\$ 385,750</u>

NOTE F – ECONOMIC DEPENDENCY

The Developers own a significant portion of land within the District. The District's activity is dependent upon the continued involvement of the Developers, the loss of which could have a material adverse effect on the District's operations. At September 30, 2018, all board members are affiliated with the Developers.

NOTE G – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. There were no claims or settled claims from these risks have not exceeded commercial insurance coverage.



Berger, Toombs, Elam,
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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Bannon Lakes Community Development District
St. Johns County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Bannon Lakes Community Development District, as of and for the year ended September 30, 2018, and the related notes to the financial statements, and have issued our report thereon dated June 21, 2019.

Internal Control Over Financial Reporting

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

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

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



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants P.A.

To the Board of Supervisors
Bannon Lakes Community Development District

Compliance and Other Matters

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

Purpose of this Report

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

*Berger Toombs Elam
(Gaines) + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants
Fort Pierce, Florida

June 21, 2019



Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

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MANAGEMENT LETTER

To the Board of Supervisors
Bannon Lakes Community Development District
St. Johns County, Florida

Report on the Financial Statements

We have audited the financial statements of the Bannon Lakes Community Development District as of and for the year ended September 30, 2018, and have issued our report thereon dated June 21, 2019.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 21, 2019, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. The findings or recommendations in the preceding audit were corrected in the preceding audit.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Bannon Lakes Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Bannon Lakes Community Development District did not meet any of the conditions described in Section 218.503(1) Florida Statutes.

Fort Pierce / Stuart

- 30 -



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
Bannon Lakes Community Development District

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Bannon Lakes Community Development District. It is management's responsibility to monitor the Bannon Lakes Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2018.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

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

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 21, 2019

NINTH ORDER OF BUSINESS

**SECOND AMENDMENT TO THE AGREEMENT FOR POND MANAGEMENT
SERVICES BY AND BETWEEN BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT AND LAKE DOCTORS, INC.**

This Second Amendment (“Second Amendment”) is made and entered into this ____ day of August, 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, and whose mailing address is 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 (the “District”), and

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

RECITALS

WHEREAS, on July 19, 2017, the District and the Contractor entered into an agreement for pond maintenance services (the “Original Agreement”), which was subsequently amended on January 16, 2018 (the “First Amendment,” together with the Original Agreement, the “Services Agreement”) and are attached hereto as **Composite Exhibit A**; and

WHEREAS, pursuant to Section 18 of the Original Agreement, the parties desire to amend the Agreement as set forth in more detail below and in Contractor’s proposal attached hereto as **Exhibit B**; and

WHEREAS, each of the parties hereto has the authority to execute this Second Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Second Amendment so that this Second 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 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 Second Amendment, nothing herein shall modify the rights and obligations of the parties under the 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 Agreement is hereby amended as follows:

- A. The term of the Agreement is hereby renewed such that the term of the Agreement shall expire on September 30, 2020, unless terminated earlier in accordance with Section 11 of the Original Agreement.
- B. Compensation is hereby amended to reflect the rates pursuant to Contractor's proposal attached hereto as **Exhibit B**. Such payment shall be due and payable in accordance with the terms of the Services Agreement.

SECTION 3. To the extent that the terms of the Services Agreement or the Proposal conflict with the terms set forth in Section 2 above, the terms of the Services Agreement and Second Amendment shall control.

SECTION 4. 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 Second Amendment to the Agreement on the day and year first written above.

ATTEST:

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

THE LAKE DOCTORS, INC., a Florida
corporation

By: _____

By: _____

Its: _____

Exhibit A: Original Agreement and First Amendment
Exhibit B: Renewal Proposal

Exhibit A

AGREEMENT BETWEEN BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT AND THE LAKE DOCTORS, INC. FOR POND MAINTENANCE SERVICES

This Agreement ("Agreement") is made and entered into this 19 day of July, 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, and whose mailing address is 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 ("District"); and

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

RECITALS

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

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

WHEREAS, the District owns, operates and maintains 4 ponds ("Ponds"); and

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

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide pond 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 pond maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in Exhibit A.

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Four Hundred Sixty-Five Dollars (\$465.00) per month. The term of this Agreement shall be from July 1, 2017 through June 30, 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 4. INSURANCE.

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

SECTION 5. INDEMNIFICATION.

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

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

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

SECTION 7. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or

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

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

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

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

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

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

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

such approval shall be void.

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

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

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

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

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

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

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

- A. If to District: Bannan Lakes Community Development
District
475 West Town Place, Suite 114
World Golf Village

St. Augustine, Florida 32092
Attn: District Manager

With a copy to:

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

B. If to the Contractor:

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

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

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

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

SECTION 23. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 1-904-940-5850, JOLIVER@GMSNF.COM, AND 475 WEST TOWN PLACE, SUITE 114, WORLD GOLF VILLAGE, ST. AUGUSTINE, FLORIDA 32092.

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

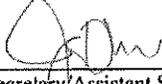
SECTION 25. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation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

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

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

Attest:

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

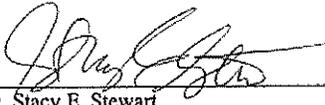

Secretary/Assistant-Secretary
Board of Supervisors


By: Arthur Lancaster
Its: Chairman
Board of Supervisors

Print Name: JAMES OLIVA

THE LAKE DOCTORS, INC.


Witness


By: Stacy E. Stewart
Print: Stacy E. Stewart
Its: Vice President

Jessica Mendez
Print Name of Witness

Exhibit A: Proposal

EXHIBIT A



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Office
2645 N.W. 36th St.
Winter Springs, FL 32781
1-800-441-3253
Lake@lakedoctors.com
www.lakedoctors.com

Water Management Agreement

MAS-revised

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

NAME _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: _____

Hereinafter called "CUSTOMER" REQUESTED START DATE: _____
PURCHASE ORDER #: _____

The parties hereto agree to observe:

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

Four (4) ponds associated with Bannock Lakes CDD, St. Augustine, FL

Includes a minimum of twelve (12) inspections and treatments, as necessary, for control and prevention of noxious aquatic weeds and algae.

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

1. Underwater and Floating Vegetation Control Program	\$	465.00 monthly
2. Shoreline Grass and Erian Control Program	\$	EXCLUDED
3. Free Canoe/K Service	\$	EXCLUDED
4. Monthly Weirain Service Reports	\$	EXCLUDED
5. Additional Treatments, if required	\$	EXCLUDED
6. Stocking of 200 Turfgrass Grass Carp @ \$6.50 upon FWC approval	\$	1,300.00
Total of Services Accepted	\$	465.00 monthly

\$465.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of \$465.00, including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within fifteen (15) business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before June 23, 2017.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

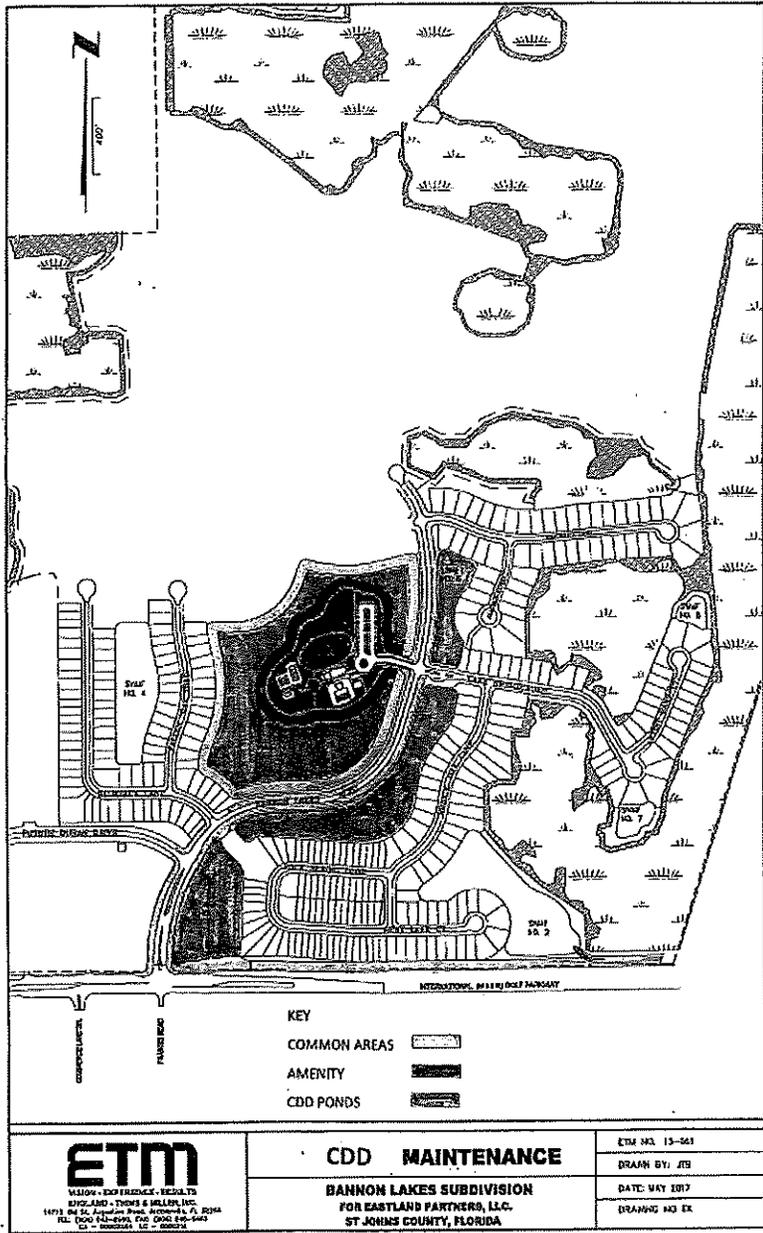
CUSTOMER

Signed Mark A. Sey
MARK A. SEYMOUR, SALES MANAGER

Signed _____ Dated _____
Name _____

03/2016

© THE LAKE DOCTORS, INC.



ETM

ENGINEERING & DESIGN
 14715 SW 24th Street, Boca Raton, FL 33434
 TEL: (561) 995-1000 FAX: (561) 995-1001
 CA - 00000001 LC - 00000004

CDD MAINTENANCE

**BANNOCK LAKES SUBDIVISION
 FOR EASTLAND PARTNERS, LLC,
 ST. JOHNS COUNTY, FLORIDA**

ETM 303 15-061

DRAWN BY: JES

DATE: MAY 2017

DRAWING NO: EX

**FIRST AMENDMENT TO THE AGREEMENT FOR POND MANAGEMENT
SERVICES BY AND BETWEEN BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT AND LAKE DOCTORS, INC.**

This First Amendment ("First Amendment") is made and entered into this 16 day of July, 2018, 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, and whose mailing address is 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 (the "District"), and

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

RECITALS

WHEREAS, on July 19, 2017, the District and the Contractor entered into an agreement for pond maintenance services (the "Agreement"), which is attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Section 18 of the Agreement, the parties desire to amend the Agreement as set forth in more detail below and in the Contractor's proposal dated June 15, 2018, attached hereto as **Exhibit B**; 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 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 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 Agreement is hereby amended as follows:

The term of the Agreement is hereby renewed such that the term of the Agreement shall expire on September 30, 2019, unless terminated earlier in accordance with Section 11 of the Agreement. Notwithstanding the date on

which this First Amendment is executed, the First Amendment shall be effective as of July 1, 2018, such that the complete term of the Agreement shall be a single, continuous, term, and the provisions of the Agreement shall remain in force during the full term of the Agreement

SECTION 3. All other terms of the 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 Agreement on the day and year first written above.

ATTEST:



Secretary/Assistant Secretary

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**


Chairperson, Board of Supervisors

THE LAKE DOCTORS, INC., a Florida
corporation

By: _____

By: _____

Its: _____

Exhibit A: Pond Maintenance Agreement
Exhibit B: Renewal Proposal

Exhibit B to First Amendment

Exhibit B



The Lake Doctors, Inc.
Aquatic Management Services

Carrollton, OH 43001
2000 Lake Road SW
P.O. Box 401
1-800-226-2123
www.lakedoctors.com

Water Management Agreement

MA5723476 R

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

NAME: _____

BILLING ADDRESS: _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS: _____

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: _____

Remittance called "CUSTOMER" REQUESTED START DATE: _____

PURCHASE ORDER #: _____

The parties hereto agree to follow:

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

Four (4) ponds associated with Hanson Lakes CCG, St. Augustine, Florida

Includes a minimum of twelve (12) inspections and treatments, as necessary, for control and prevention of nuisance aquatic weeds and algae. Service will start effective August 1, 2018 if the signed Agreement is not returned. Note - #11 on Terms & Conditions does not apply.

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

1	Unleashed and Floating Vegetation Control Program	\$	482.00 monthly
2	Shoreline Grass and Brush Control Program	\$	342.00/mo
3	Free Callback Service	\$	INCLUDED
4	Monthly Written Service Reports	\$	INCLUDED
5	Additional Treatments, if required	\$	482.00 monthly

Total of Services Accepted

#11 of the above services total cost: fee due and payable upon execution of this Agreement. Fee balance shall be payable in advance in monthly installments of \$464.00, including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related in section under this Agreement.

C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.

D. THE LAKE DOCTORS agrees to commence treatment within (10) business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit unless required governmental permits.

E. The other contained herein is withdrawn and the Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before July 16, 2018.

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

THE LAKE DOCTORS, INC. CUSTOMER

Signed Mark A. Blum
MARK A. BLUM, SALES MANAGER

Signed _____ Date _____
Name _____

637546

© THE LAKE DOCTORS, INC.

Exhibit B



The Lake Doctors, Inc.
Aquatic Management Services

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

Water Management Agreement

MAS/723475 R

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

NAME _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: _____

Hereinafter called "CUSTOMER" REQUESTED START DATE: _____
PURCHASE ORDER #: _____

The parties hereto agree to follows:

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

Four (4) ponds associated with Bannon Lakes CDD, St. Augustine, Florida.

Includes a minimum of twelve (12) inspections and treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. Service will cease effective August 1, 2018 if the signed Agreement is not returned. Note - #11 on Terms & Conditions does not apply.

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

1. Underwater and Floating Vegetation Control Program	\$	465.00 monthly
2. Shoreline Grass and Brush Control Program	\$	INCLUDED
3. Free Callback Service	\$	INCLUDED
4. Monthly Written Service Reports	\$	INCLUDED
5. Additional Treatments, if required	\$	INCLUDED
Total of Services Accepted	\$	465.00 monthly

\$0.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of \$465.00, including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within fifteen (15) business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before July 15, 2018.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed Mark A. Seymour
MARK A. SEYMOUR, SALES MANAGER

Signed _____ Dated _____
Name _____

Exhibit B

ATTACH PAYMENT HERE



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
2543 State Road 419
Winter Springs, FL 32788
1-800-646-5233
lake@lakedoctors.com
www.lakedoctors.com

Water Management Agreement

MAS723475 R

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

NAME _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____
IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: _____

Hereinafter called "CUSTOMER" REQUESTED START DATE: _____
PURCHASE ORDER #: _____

The parties hereto agree to follow:

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

Four (4) ponds associated with Bannan Lakes CDD, St. Augustine, Florida.

Includes a minimum of twelve (12) inspections and treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. Service will cease effective September 1, 2019 if the signed Agreement is not returned. Note - # 11 on Terms & Conditions does not apply.

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

1. Underwater and Floating Vegetation Control Program	\$	<u>475.00 monthly</u>
2. Shoreline Grass and Brush Control Program	\$	<u>INCLUDED</u>
3. Free Callback Service	\$	<u>INCLUDED</u>
4. Monthly Written Service Reports	\$	<u>INCLUDED</u>
5. Additional Treatments, if required	\$	<u>INCLUDED</u>
Total of Services Accepted	\$	<u>475.00 monthly</u>

\$0.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of \$475.00, including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.

D. THE LAKE DOCTORS agrees to commence treatment within fifteen (15) business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.

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

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

THE LAKE DOCTORS, INC.

CUSTOMER

Signed Mark A. Seymour
MARK A. SEYMOUR, SALES MANAGER

Signed _____ Date: _____
Name _____

03/2016

© THE LAKE DOCTORS, INC.

ATTACH PAYMENT HERE



The Lake Doctors, Inc.
Aquatic Management Services

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

Water Management Agreement

MAS/723475 R

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

NAME Bannon Lakes CDD

BILLING ADDRESS 475 West Town Place, suite 114

CITY St. Augustine STATE FL ZIP 32092 PHONE (904) 940-5850

EMAIL ADDRESS _____

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: _____

Hereinafter called "CUSTOMER" REQUESTED START DATE: _____
PURCHASE ORDER #: _____

The parties hereto agree to follows:

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

Four (4) ponds associated with Bannon Lakes CDD, St. Augustine, Florida.

Includes a minimum of twelve (12) inspections and treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. **Service will cease effective September 1, 2019 if the signed Agreement is not returned. Note - #11 on Terms & Conditions does not apply.**

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

1. Underwater and Floating Vegetation Control Program	\$	<u>475.00 monthly</u>
2. Shoreline Grass and Brush Control Program	\$	<u>INCLUDED</u>
3. Free Callback Service	\$	<u>INCLUDED</u>
4. Monthly Written Service Reports	\$	<u>INCLUDED</u>
5. Additional Treatments, if required	\$	<u>INCLUDED</u>
Total of Services Accepted	\$	<u>475.00 monthly</u>

\$0.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of **\$475.00**, including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before August 15, 2019.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed Mark A. Seymour
MARK A. SEYMOUR, SALES MANAGER

Signed _____ Dated _____
Name _____

TERMS AND CONDITIONS

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

TWELFTH ORDER OF BUSINESS

**FREEDOM
PEST CONTROL**



**Monthly Pest Control
Proposal**

Prepared for:

Bannon Lakes CDD
435 Bannon Lakes Blvd
St Augustine, FL 32092
(includes the resident's clubhouse & fitness building)

August 6, 2018 → Under lower price listed below per 8/8/19
conversation with Brian Stephens. Only proposal.

Monthly Pest Control Service

Freedom Pest Control will perform monthly pest control treatments to both buildings at the amenity center. We will start on the exterior by de-webbing the eaves and entries, such as doors and windows up to 18-20 feet high. There is a section on the clubhouse building that we will not be able to reach due to the height out of reach. After that, there will be a liquid applied 4 feet up the building, 4 feet out on the ground, and around all windows, doors, and any other pest entries. This will also include interior treatments as needed to create and maintain a pest free environment.

The pest control program covers ants, spiders, roaches, earwigs, centipedes, millipedes, scorpions, wasp, and silverfish.

Monthly Pest Control Pricing - \$150 per month + tax

Tax Exempt

Thank you for giving Freedom Pest Control the opportunity to service & protect your property.

Sincerely,

Nick Toth
General Manager

*Proposal accepted
August 8, 2019.*

JSO/mw, District Manager

FOURTEENTH ORDER OF BUSINESS

C.

NOTICE OF MEETINGS
BANNON LAKES
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Bannon Lakes Community Development District will hold their regularly scheduled public meetings for **Fiscal Year 2020** at the offices of Governmental Management Services, LLC located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 at 1:00 p.m. on the third Wednesday of each month listed (unless notated otherwise*) as follows:

November 20, 2019

February 19, 2020

May 20, 2020

August 19, 2020

D.

Bannon Lakes Community Development District

9655 Florida Mining Blvd., Bldg. 300, Suite 305, Jacksonville, Florida 32257

Memorandum

Date: August 2019
To: Bannon Lakes Board of Supervisors
Jim Oliver, Richard Whetsel
From: Brian Stephens Robin Nixon
Operations Manager Facility Attendant
Re: Bannon Lakes CDD
Monthly Operations Report

The following is a summary of activities related to the field operations of the Bannon Lakes Community Development District.

Landscape / Irrigation:

1. Landcare mowed the right of way and medians along International Golf Drive.
2. Multiple irrigation repairs have been made.
3. Four (4) dead Oak Trees have been removed from the Amenity area.

Amenity / Site:

1. Cleaning of the pools is being done three (3) day per week.
2. The Amenity and Fitness Facilities are being cleaned weekly.
3. A lighting check is being done monthly for all the District Lighting.
4. The loose tennis wind screens have been re secured.
5. The filters have been replaced in all of the AC units.
6. A new TV was purchased and installed on the veranda.
7. Three (3) benches have been installed in the Dog Park.
8. The fencing around the Dog Park and Parking Lot has been cleaned.
9. The Fitness Center and Clubhouse were pressure washed.
10. The pool rules signs have been cleaned.
11. An infant swing seat was added to the swing set.
12. Freedom Pest Control completed the annual termite inspection.

Ponds:

1. Lake Doctors is doing a good job maintaining the lakes.
2. Construction debris has been picked up in all of the lakes.

Other Projects:

1. None at this time.

Should you have any questions or comments regarding the above information, please feel free to contact me at (904) 627-9271 or Rich at (904) 759-8923.

E.



Amenity Manager Report

Club House Usage:

Reservations for the Club House have grown. It continues to be reserved every weekend for parties and events, as well as during the week. We currently have 3 different club meetings every week on Mondays & Wednesdays for residents. Residents really enjoy using the kitchen and extra space for gatherings. We have received many compliments over the summer for the décor and the cleanliness of the clubhouse area.

EVENTS UPDATE:

Third of July Celebration and Movie Night on The Lawn

This event was rescheduled to July 18th due to weather conditions July 3rd. The movie "The Sandlot" played on a large inflatable screen on the event lawn. Food trucks were set up for service during the movie. One truck in particular that residents enjoyed was "The Poppin Box" popcorn truck. We received many compliments from residents for the movie selection. Many Residents are excited for the next movie night.



Food Truck Thursdays (Take Out Thursdays):

We started having food trucks set up on Thursday from 5-8pm in front of the Amenity Center on June 20th. Residents are enjoying the different selections of food trucks every week.



Disney Princess Meet and Greet:

On July 20th we had a “Disney Princess Meet and Greet” in the club house with the Disney’s Frozen sisters “Elsa & Anna”. This was a huge hit with the residents with the new movie coming out. Residents really enjoyed this event as well as their friends and families. All residents received a free family photo with “Elsa & Anna”. The characters performed some songs from the movie and there were stations set up for coloring, games, and autographed pages.



National Ice Cream Day:

On July 20th, we had Ice Busters Creamery visit Bannon Lakes amenity center for National Ice Cream Day. We received many compliments from residents about the ice cream truck. Residents enjoyed having plenty of flavor options including non-dairy and gluten free ice cream.



Resident Email:

They girls enjoyed their floats. So much fun for national ice cream day!

-Heather Schnellbacher

Bannon Lakes Trunk Sale:

On August 3rd, all residents got together and we had a huge “TRUNK SALE” in the parking lot of the Amenity Center from 9am-12pm. With the growth in new families moving in recently, we decided this would be a great event to get the community together for a meet and greet as well as help residents purging items. All the residents and customers enjoyed this event. “Luvin Oven” food truck set up during our event to sell sandwiches and breakfast items for residents. Residents are already wanting to plan a fall event similar to it with cooler weather. There were around 5-10 children set up selling items as well such as lemonade, popsicles, cupcakes, toys, and more.





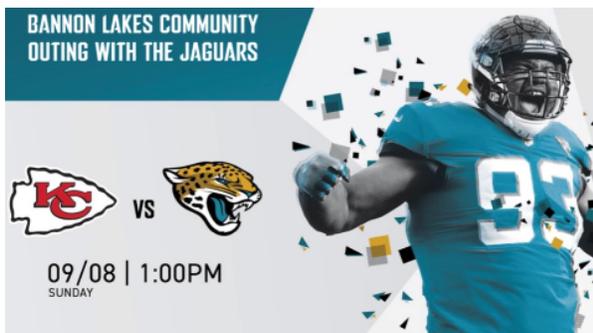
UP COMING EVENTS:

Bannon Lakes Community Outing with The Jacksonville Jaguars:

On September 8th, all residents who purchased tickets will be going on a game day adventure to TIAA Bank Field for an afternoon full of food, drinks and football as the Jacksonville Jaguars face off against the Kansas City Chiefs. We have had a decent number of residents purchase tickets. Everyone is excited for game day!

The Bannon Lakes Package Includes:

- Roundtrip bus transportation
- All-inclusive food, beer, wine, water, and soft drinks for three hours prior to kickoff under a covered pavilion inside the stadium with tables & chairs designated for Bannon Lakes residents
- A ticket to the Jaguars vs Chiefs game.



Other Upcoming Events: Food Truck Thursdays for August & September, Labor Day Weekend Event.

SIXTEENTH ORDER OF BUSINESS

A.

Bannon Lakes
Community Development District
Unaudited Financial Statements
as of
July 31, 2019

Bannon Lakes
Community Development District
Combined Balance Sheet
July 31, 2019

	<u>General</u>	<u>Debt Service</u>	<u>Capital Project</u>	<u>Memorandum Only</u>
<i><u>Assets:</u></i>				
<i>Cash</i>	\$359,194	---	---	\$359,194
<i>SBA - GF</i>	\$100,000	---	---	\$100,000
<i>Investments:</i>				
<i>Reserve</i>	---	\$385,750	---	\$385,750
<i>Interest</i>	---	---	---	\$0
<i>Revenue</i>	---	\$398,177	---	\$398,177
<i>Prepayment</i>	---	\$24,735	---	\$24,735
<i>Due From General Fund</i>	---	\$170	---	\$170
<i>Prepaid Expenses</i>	\$1,333	---	---	\$1,333
<i>Assessment Receivable</i>	---	---	---	\$0
<i>Utilities Deposit</i>	\$50	---	---	\$50
<i>Total Assets</i>	<u>\$460,577</u>	<u>\$808,832</u>	<u>\$0</u>	<u>\$1,269,409</u>
<i><u>Liabilities:</u></i>				
<i>Accounts Payable</i>	\$101,974	---	---	\$101,974
<i>Due to Debt</i>	\$170	---	---	\$170
<i>Fund Balances:</i>				
<i>Restricted for Debt Service</i>	---	\$808,832	---	\$808,832
<i>Restricted for Capital Projects</i>	---	---	\$0	\$0
<i>Nonspendable</i>	\$50	---	---	\$50
<i>Unassigned</i>	\$358,383	---	---	\$358,383
<i>Total Liabilities & Fund Equity</i>	<u>\$460,577</u>	<u>\$808,832</u>	<u>\$0</u>	<u>\$1,269,409</u>

Bannon Lakes
Community Development District
GENERAL FUND
Statement of Revenues & Expenditures
For the Period ending July 31, 2019

	Adopted Budget	Prorated Thru 07/31/19	Actual Thru 07/31/19	Variance
REVENUES:				
Assessment - Tax Roll	\$225,760	\$225,760	\$226,871	\$1,111
Assessment - Direct	\$213,423	\$213,423	\$210,923	(\$2,500)
Developer Contributions	\$127,247	\$127,247	\$0	(\$127,247)
Facility Revenue	\$0	\$0	\$50	\$50
Total Revenues	\$566,430	\$566,430	\$437,844	(\$128,586)

EXPENDITURES:				
Supervisors	\$4,000	\$3,333	\$0	\$3,333
FICA Expense	\$306	\$255	\$0	\$255
Engineering	\$4,000	\$3,333	\$398	\$2,936
Attorney Fees	\$20,000	\$16,667	\$5,449	\$11,218
Dissemination	\$4,100	\$3,417	\$3,417	(\$0)
Annual Audit	\$4,200	\$4,200	\$2,395	\$1,805
Arbitrage	\$600	\$600	\$600	\$0
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Trustee Fees	\$10,000	\$10,000	\$3,667	\$6,333
Management Fees	\$45,000	\$37,500	\$37,500	\$0
Information Technology	\$1,733	\$1,444	\$1,444	(\$0)
Telephone	\$200	\$167	\$41	\$126
Postage	\$500	\$417	\$338	\$78
Insurance	\$5,500	\$5,500	\$5,610	(\$110)
Printing and Binding	\$3,000	\$2,500	\$1,161	\$1,339
Legal Advertising	\$3,000	\$2,500	\$965	\$1,535
Other Current Charges	\$700	\$583	\$250	\$333
Office Supplies	\$400	\$333	\$718	(\$384)
Website Services	\$0	\$0	\$1,750	(\$1,750)
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative	\$112,414	\$97,924	\$70,877	\$27,047

Amenity Center

Insurance	\$15,106	\$15,106	\$13,413	\$1,693
Utilities				
Phone/Internet/Cable	\$3,000	\$2,500	\$3,899	(\$1,399)
Electric	\$25,000	\$20,833	\$11,917	\$8,916
Water/Irrigation	\$10,000	\$8,333	\$6,896	\$1,437
Telephone	\$4,000	\$3,333	\$0	\$3,333
Gas	\$200	\$167	\$0	\$167
Refuse	\$2,500	\$2,083	\$2,096	(\$13)
Security				
Security Monitoring	\$600	\$500	\$0	\$500
Access Cards	\$500	\$417	\$2,600	(\$2,183)
Management Contracts				
Facility Management	\$30,900	\$25,750	\$7,400	\$18,350

Bannon Lakes
Community Development District
GENERAL FUND
Statement of Revenues & Expenditures
For the Period ending July 31, 2019

	<i>Adopted Budget</i>	<i>Prorated Thru 07/31/19</i>	<i>Actual Thru 07/31/19</i>	<i>Variance</i>
<i>Continued Management Contacts</i>				
<i>Field Mgmt/ Admin</i>	\$22,000	\$18,333	\$15,640	\$2,694
<i>Pool Maintenance</i>	\$8,800	\$7,333	\$7,513	(\$179)
<i>Pool Chemicals</i>	\$10,000	\$8,333	\$2,866	\$5,468
<i>Janitorial</i>	\$7,000	\$5,833	\$5,530	\$303
<i>Janitorial Supplies</i>	\$3,450	\$2,875	\$0	\$2,875
<i>Facility Maintenance</i>	\$7,500	\$6,250	\$8,023	(\$1,773)
<i>Repairs & Maintenance</i>	\$4,310	\$3,592	\$1,372	\$2,220
<i>New Capital Projects</i>	\$0	\$0	\$1,155	(\$1,155)
<i>Special Events</i>	\$3,000	\$3,000	\$3,335	(\$335)
<i>Holiday Decorations</i>	\$1,500	\$1,250	\$0	\$1,250
<i>Fitness Center Repairs/Supplies</i>	\$900	\$750	\$0	\$750
<i>Office Supplies</i>	\$250	\$208	\$698	(\$490)
<i>ASCAP/BMI Licenses</i>	\$500	\$417	\$0	\$417
<i>Amenity Center Expenditures</i>	\$161,016	\$137,198	\$94,353	\$42,845
<i>Ground Maintenance Expenditures</i>				
<i>Hydrology Quality/Mitigation</i>	\$3,000	\$2,500	\$0	\$2,500
<i>Landscape Maintenance</i>	\$135,000	\$112,500	\$114,834	(\$2,334)
<i>Landscape Contingency</i>	\$20,000	\$16,667	\$0	\$16,667
<i>Lake Maintenance</i>	\$7,500	\$6,250	\$4,650	\$1,600
<i>Ground Maintenance</i>	\$8,000	\$6,667	\$0	\$6,667
<i>Pump Repairs</i>	\$2,000	\$1,667	\$0	\$1,667
<i>Streetlights</i>	\$0	\$0	\$7,207	(\$7,207)
<i>Streetlight Repairs</i>	\$5,000	\$4,167	\$0	\$4,167
<i>Irrigation Repairs</i>	\$7,500	\$6,250	\$2,752	\$3,499
<i>Miscellaneous</i>	\$5,000	\$4,167	\$0	\$4,167
<i>Reclaim Water</i>	\$100,000	\$83,333	\$24,345	\$58,988
<i>Total Ground Maintenance Expenditures</i>	\$293,000	\$244,167	\$153,788	\$90,379
<i>TOTAL EXPENSES</i>	\$566,430	\$479,289	\$319,018	\$160,271
<i>EXCESS REVENUES (EXPENDITURES)</i>	\$0		\$118,826	
<i>FUND BALANCE - Beginning</i>	\$0		\$239,607	
<i>FUND BALANCE - Ending</i>	\$0		\$358,433	

Bannock 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
Revenues:													
Assessments - Tax Roll	\$0	\$9,247	\$127,927	\$42,399	\$96,179	\$5,867	\$2,495	\$2,674	\$0	\$93	\$0	\$0	\$226,871
Assessments - Direct	\$88,526	\$4,362	\$0	\$5,848	\$39,155	\$0	\$9,161	\$56,025	\$6,848	\$0	\$0	\$0	\$210,923
Developer Contributions - JTR	\$0	\$0	\$0	\$0	\$25	\$0	\$25	\$0	\$0	\$0	\$0	\$0	\$50
Facility Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$88,526	\$13,609	\$127,927	\$48,247	\$135,359	\$5,867	\$11,680	\$58,699	\$6,848	\$93	\$0	\$0	\$437,944

Expenditures:													
Administrative													
Supervisors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
JICA Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$398	\$0	\$0	\$0	\$398
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$503	\$0	\$0	\$0	\$5,449
Attorney Fees	\$13	\$83	\$153	\$1,130	\$147	\$629	\$1,634	\$1,149	\$0	\$0	\$0	\$0	\$3,417
Dissemination	\$342	\$342	\$342	\$342	\$342	\$342	\$342	\$342	\$342	\$0	\$0	\$0	\$2,395
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,395	\$0	\$0	\$0	\$2,395
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$600
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	\$3,750	\$3,750	\$0	\$0	\$0	\$37,500
Computer Time	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$0	\$0	\$1,444
Telephone	\$6	\$11	\$0	\$0	\$0	\$0	\$0	\$0	\$7	\$18	\$0	\$0	\$41
Postage	\$3	\$4	\$5	\$84	\$14	\$9	\$56	\$43	\$83	\$37	\$0	\$0	\$338
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	\$174	\$196	\$41	\$0	\$0	\$1,161
Legal Advertising	\$323	\$0	\$76	\$76	\$81	\$81	\$76	\$157	\$94	\$0	\$0	\$0	\$965
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	\$15	\$15	\$0	\$0	\$0	\$718
Website Services	\$0	\$0	\$0	\$0	\$0	\$0	\$1,750	\$0	\$0	\$0	\$0	\$0	\$1,750
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	\$8,188	\$5,774	\$7,927	\$4,933	\$0	\$0	\$70,877
Amenity Center													
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	\$404	\$404	\$0	\$0	\$0	\$3,999
Electric	\$1,500	\$995	\$799	\$1,505	\$1,376	\$1,032	\$1,152	\$1,129	\$1,218	\$1,210	\$0	\$0	\$11,917
Water/Irrigation	\$820	\$798	\$689	\$617	\$649	\$505	\$675	\$758	\$562	\$840	\$0	\$0	\$6,896
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	\$293	\$252	\$252	\$0	\$0	\$2,096
Security Monitoring	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Access Cards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Management	\$0	\$0	\$0	\$2,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,600
Facility Management	\$1,597	\$1,597	\$1,597	\$1,597	\$1,364	\$1,550	\$1,550	\$1,597	\$4,800	\$1,597	\$0	\$0	\$7,400
Pool Mgmt/ Admin	\$911	\$911	\$911	\$911	(\$227)	\$683	\$683	\$911	\$911	\$911	\$0	\$0	\$7,513
Pool Maintenance	\$0	\$597	\$0	\$270	\$0	\$124	\$630	\$548	\$0	\$0	\$0	\$0	\$2,868
Pool Chemicals	\$583	\$583	\$583	\$583	\$367	\$540	\$540	\$583	\$583	\$583	\$0	\$0	\$5,590
Janitorial	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Maintenance	\$1,037	\$970	\$54	\$207	\$313	\$426	\$508	\$2,823	\$1,986	\$0	\$0	\$0	\$8,023

Bannock 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
Amenity Center Continued													
Repairs & Maintenance	\$0	\$584	\$0	\$138	\$0	\$0	\$0	\$650	\$0	\$0	\$0	\$0	\$1,372
New Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,155	\$0	\$0	\$0	\$0	\$1,155
Special Events	\$0	\$1,423	\$0	\$0	\$0	\$0	\$1,562	\$0	\$0	\$350	\$0	\$0	\$3,335
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
ASCA2/Bowl Licenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Amenity Center	\$20,450	\$9,672	\$7,886	\$8,431	\$4,445	\$5,460	\$7,904	\$10,760	\$12,011	\$9,353	\$0	\$0	\$94,353
Ground Maintenance Expenditures													
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	\$11,727	\$11,727	\$11,727	\$0	\$0	\$114,834
Landscape Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Maintenance	\$465	\$465	\$465	\$465	\$465	\$465	\$465	\$465	\$465	\$465	\$0	\$0	\$4,650
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	\$736	\$721	\$736	\$0	\$0	\$7,207
Streetlight Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$109	\$0	\$0	\$0	\$0	\$0
Irrigation Repairs	\$382	\$221	\$313	\$546	\$277	\$424	\$379	\$109	\$102	\$0	\$0	\$0	\$2,752
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	\$3,655	\$3,158	\$4,650	\$0	\$0	\$24,345
Total Ground Maintenance Expenditures	\$16,634	\$14,676	\$14,314	\$14,216	\$13,935	\$14,269	\$15,301	\$16,692	\$16,173	\$17,579	\$0	\$0	\$153,788
Total Expenses													
	\$53,623	\$28,715	\$26,692	\$29,513	\$23,172	\$24,709	\$31,393	\$33,225	\$36,111	\$31,865	\$0	\$0	\$319,018
Excess Revenues (Expenditures)													
	\$34,903	(\$15,107)	\$101,295	\$19,733	\$52,187	(\$18,642)	(\$19,713)	\$25,474	(\$29,263)	(\$31,781)	\$0	\$0	\$118,826

Bannon Lakes
Community Development District
DEBT SERVICE FUND
Statement of Revenues & Expenditures
For the Period ending July 31, 2019

	<i>Adopted Budget</i>	<i>Prorated Thru 07/31/19</i>	<i>Actual Thru 07/31/19</i>	<i>Variance</i>
<u>REVENUES:</u>				
<i>Interest Income</i>	\$50	\$0	\$7,796	\$7,796
<i>Special Assessments - Tax Roll</i>	\$458,500	\$458,500	\$462,445	\$3,945
<i>Special Assessments - Direct Assessments</i>	\$313,000	\$313,000	\$222,484	(\$90,516)
<i>Prepayments</i>	\$0	\$0	\$72,919	\$72,919
TOTAL REVENUES	\$771,550	\$771,500	\$765,645	(\$5,855)
<u>EXPENDITURES:</u>				
<u>Series 2016</u>				
<i>Interest Expense - 11/01</i>	\$292,563	\$292,563	\$292,563	\$0
<i>Interest Expense - 05/01</i>	\$292,563	\$292,563	\$292,563	\$1
<i>Principal Expense - 05/01 (Prepayment)</i>	\$0	\$0	\$50,000	(\$50,000)
TOTAL EXPENDITURES	\$585,126	\$585,126	\$635,125	(\$50,000)
<u>OTHER SOURCES/(USES)</u>				
<i>Interfund Transfer In/(Out)</i>	\$0	\$0	\$0	\$0
TOTAL OTHER SOURCES AND USES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$186,425		\$130,520	
FUND BALANCE - Beginning	\$292,662		\$678,312	
FUND BALANCE - Ending	\$479,087		\$808,832	

Bannon Lakes
Community Development District
CAPITAL PROJECTS FUND
Statement of Revenues & Expenditures
For the Period ending July 31, 2019

	Series 2016
<u>REVENUES:</u>	
<i>Developer Contribution</i>	\$706,962
<i>Interest Income</i>	\$0
<i>TOTAL REVENUES</i>	\$706,962
<u>EXPENDITURES:</u>	
<i>Capital Outlay</i>	\$706,962
<i>TOTAL EXPENDITURES</i>	\$706,962
<u>OTHER SOURCES/(USES)</u>	
<i>Interfund Transfer In (Out)</i>	\$0
<i>TOTAL OTHER SOURCES/(USES)</i>	\$0
<i>EXCESS REVENUES (EXPENDITURES)</i>	\$0
<i>FUND BALANCE - Beginning</i>	\$0
<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
Less: May 1, 2019 (Prepayment)	(\$50,000)
Current Bonds Outstanding	\$11,800,000

B.

*Bannon Lakes Community Development District
FY19 Assessment Receipts*

ASSESSED TO	# Units	SERIES 2016 DEBT SERVICE ASMNT	FY 19 O&M ASMNT	TOTAL ASMNTS
RREF III-P-EP ARAGON INVESTMENTS LLC (ACRES)	65.78	-	24,731.21	24,731.21
RREF III-P-EP CYPRESS PARK 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	439,183.00	1,212,363.18

DUE / RECEIVED	BALANCE DUE	SERIES 2016 DEBT SERVICE RECEIVED	FY 19 O&M RECEIVED	TOTAL RECEIVED
RREF III-P-EP ARAGON INVESTMENTS LLC (ACRES)	-	-	24,731.21	24,731.21
RREF III-P-EP CYPRESS PARK FARMS LLC (ACRES)	-	-	25,889.20	25,889.20
RREF III-P-EP BANNON LAKES JV LLC (ACRES)	-	-	9,252.59	9,252.59
SUBTOTAL ADMIN O&M	-	-	59,873.00	59,873.00
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	(0.00)	55,832.37	27,390.00	83,222.37
SUBTOTAL SERIES 2016 LOTS	134,921.09	222,483.56	109,145.00	331,628.56
TAX ROLL RECEIPTS	(3,375.72)	462,445.23	226,871.02	689,316.25
TOTAL RECEIPTS / DUE	131,545.37	684,928.79	395,889.02	1,080,817.81

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	1/28/19	86,356.40	42,365.59	128,721.99
7	2/25/19	73,746.02	36,179.06	109,925.08
8	3/19/19	11,958.67	5,866.80	17,825.47
INTEREST	4/11/19	827.82	406.12	1,233.94
9	4/24/19	4,257.03	2,088.45	6,345.48
TAX CERTIFICATES	6/19/19	1,816.72	891.27	2,707.99
10 (MAY RECIPITS)	6/24/19	3,633.46	1,782.54	5,416.00
INTEREST	7/15/19	170.13	83.47	253.60
TOTAL TAX ROLL RECEIPTS		462,445.23	226,871.02	689,316.25

PERCENT COLLECTED DIRECT	71.08%	79.19%	74.37%
PERCENT COLLECTED TAX ROLL	100.49%	100.49%	100.49%
PERCENT COLLECTED	88.59%	90.14%	89.15%

C.

**Bannon Lakes
Community Development District**

Check Run Summary

7/1/19 - 7/31/19

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>	<i>Amount</i>
<i>General Fund</i>			
7/11/19	475-482	\$ 20,552.98	
7/17/19	483-486	\$ 5,651.29	
7/18/19	487	\$ 236.17	
7/24/19	488-489	\$ 2,285.55	
	<i>Total Checks</i>		<u>\$ 28,725.99</u>
7/19/19	<i>St Johns County Utility Dept</i>	\$ 5,490.21	
7/22/19	<i>AT&T</i>	\$ 98.82	
7/24/19	<i>FPL</i>	\$ 1,946.28	
7/29/19	<i>AT&T</i>	\$ 215.31	
	<i>Total Paid Electronically</i>		<u>\$ 7,750.62</u>
<i>Total General Fund</i>			<u>\$ 36,476.61</u>

* Fedex Invoices will be available upon request

*** CHECK NOS. 000476-000489 BANNON LAKES - GENERAL FUND
BANK A BANNON LAKES-GENERAL

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO...	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	...CHECK... AMOUNT	#
7/11/19	00016	6/26/19	346061	201906	310-51300-32200				BERGER, TOOMBS, ELAM, GAINES & FRANK	*	2,395.00	2,395.00	000476
			FYE 9/30/18 AUDIT										
7/11/19	00004	7/02/19	6600623	201906	310-51300-42000				FEDEX	*	24.01	24.01	000477
			JUN FEDEX POSTAGE										
7/11/19	00017	7/01/19	443608	201907	330-53800-46800				LAKE DOCTORS, INC.	*	465.00	465.00	000478
			JUL LAKE MAINTENANCE										
7/11/19	00013	7/01/19	8576	201907	330-53800-46200				LANDCARE GROUP, INC.	*	5,395.89	5,395.89	000479
			JUL LANDSCAPE MAINT-AMEN										
7/11/19	00013	7/01/19	8577	201907	330-53800-46200				LANDCARE GROUP, INC.	*	6,331.25	6,331.25	000480
			JUL LANDSCAPE MAINT-LAKES										
7/11/19	00018	6/16/19	687-9866	201907	320-57200-45800				REPUBLIC SERVICES #687	*	251.50	251.50	000481
			JUL REFUSE										
7/11/19	00014	7/01/19	56	201907	320-57200-45300					*	583.33	583.33	
			JUL JANITORIAL SERVICE										
7/11/19	56	7/01/19	56	201907	320-57200-45200					*	910.50	910.50	
			JUL POOL MAINTENANCE										
7/11/19	56	7/01/19	56	201907	320-57200-46001					*	1,596.50	1,596.50	
			JUL OPER MNGM SERVICE										
7/11/19	56	7/01/19	56	201907	320-57200-34000					*	2,600.00	2,600.00	
			JUL FACILITY MNGM SERVICE										
7/17/19	00003	7/01/19	52	201907	310-51300-34000				RIVERSIDE MANAGEMENT SERVICES, INC	*	3,750.00	3,750.00	000482
			JUL MANAGEMENT FEES										
7/17/19	52	7/01/19	52	201907	310-51300-35100					*	144.42	144.42	
			JUL INFORM TECHNOLOGY										
7/17/19	52	7/01/19	52	201907	310-51300-31600					*	341.67	341.67	
			JUL DISSEMINATION FEES										
7/17/19	52	7/01/19	52	201907	310-51300-51000					*	.36	.36	
			OFFICE SUPPLIES										
7/17/19	52	7/01/19	52	201907	310-51300-42000					*	11.49	11.49	
			POSTAGE										
7/17/19	52	7/01/19	52	201907	310-51300-42500					*	41.25	41.25	
			COPIES										

BANL -BANNON LAKES- BPEREGRINO

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT
7/01/19	52	201907	310-51300-41000						TELEPHONE	*	17.61	
7/17/19	00005	6/28/19	108495	201905	310-51300-31500				GOVERNMENTAL MANAGEMENT SVCS LLC	*	1,148.50	4,306.80
7/17/19	00013	6/30/19	8627	201906	330-53800-46400				HOPPING GREEN & SAMS	*	101.75	1,148.50
7/17/19	00002	6/24/19	I0318819	201906	310-51300-48000				LANDCARE GROUP, INC.	*	94.24	101.75
7/18/19	00007	4/09/19	190062	201907	300-13100-10100				THE ST AUGUSTINE RECORD	*	236.17	94.24
7/24/19	00012	7/16/19	18518	201907	310-51300-31200				ENGLAND THIMS & MILLER INC	*	600.00	236.17
7/24/19	00014	7/12/19	58	201906	320-57200-45100				GRAU & ASSOCIATES	*	1,685.55	600.00
									RIVERSIDE MANAGEMENT SERVICES, INC	*		1,685.55

TOTAL FOR BANK A 28,725.99

TOTAL FOR REGISTER 28,725.99

BANK -BANNON LAKES- BPEREGRINO



Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

*BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT
475 WEST TOWN PLACE, STE 114
ST. AUGUSTINE, FL 32092*

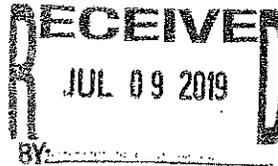
Invoice No. 346061
Date 06/26/2019
Client No. 20667

Services rendered in connection with the audit of the Basic Financial Statements
as of and for the year ended September 30, 2018.

Total Invoice Amount \$ 2,395.00

V-16 (A)

1,310, 573, 322



Please enter client number on your check.
Finance charges are calculated on balances over 30 days old at an annual percentage rate of 18%.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division For CPA Firms
Private Companies Practice Section

Member FICPA



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

INVOICE

Invoice #	443608
Account #	723475
Invoice Date	7/1/2019
Due Date	7/11/2019
Rep	MAS

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

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) <i>July lake maint.</i> <i>(A) V-17</i> <i>1,380.538, 468</i>	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 #	443608
Account #	723475
Date	7/1/2019

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	_____	

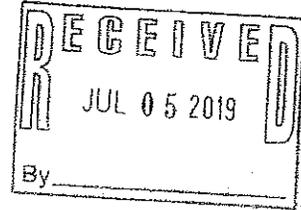


Irrigation • Landscape • Maintenance
 35 Enterprise Drive
 Bunnell, FL 32110
 (386) 586-3321

Invoice

Terms	Date	Invoice #
Net 30	7/1/2019	8576

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



Project		Project #	
Bannon Lakes Amenity Center		M101	
Description	Quantity	Rate	Amount
Monthly maintenance for the month of July <i>B. Stephens 7-2-19</i> <i>LANDSCAPE MAINT.</i> <i>001.330.53800.46200</i>	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

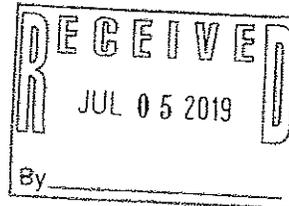


Irrigation • Landscape • Maintenance
 35 Enterprise Drive
 Bunnell, FL 32110
 (386) 586-3321

Invoice

Terms	Date	Invoice #
Net 30	7/1/2019	8577

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



Project		Project #	
Common Areas & Lakes		M1102	
Description	Quantity	Rate	Amount
Monthly maintenance for the month of July	1	6,331.25	6,331.25
<i>B. Steph 7-2-19</i> LANDSCAPE MAINT. 001.330.53800.46200		Total	\$6,331.25
		Payments/Credits	\$0.00
		Balance Due	\$6,331.25
Thank you for your business!			

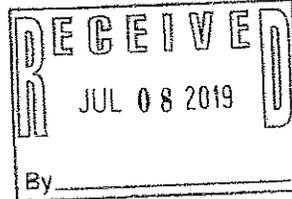
Riverside Management Services, Inc

Invoice

9655 Florida Mining Blvd West
 Suite 305
 Jacksonville, FL 32257

Date	Invoice #
7/1/2019	56

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 - July 2019 320,572,4530	583.33	583.33
	Pool Maintenance Services - July 2019 320,572,4520	910.50	910.50
	Operations Management Services - July 2019 320,572,46001	1,596.50	1,596.50
	Facility Management Services - July 2019 320,572,3400	2,600.00	2,600.00
	V-14 (A)		
		Total	\$5,690.33

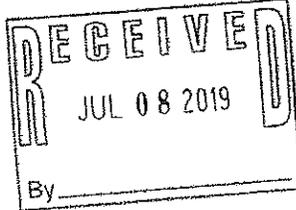
rw
 7.1.19

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

Invoice

Invoice #: 52
 Invoice Date: 7/1/19
 Due Date: 7/1/19
 Case:
 P.O. Number:

Bill To:
 Bannock Lakes CDD
 475 West Town Place
 Suite 114
 St. Augustine, FL



Description	Hours/Qty	Rate	Amount
Management Fees - July 2019 <i>1,310,573.340</i>		3,750.00	3,750.00
Information Technology - July 2019 <i>-11-357</i>		144.42	144.42
Dissemination Agent Services - July 2019 <i>-11-316</i>		341.67	341.67
Office Supplies <i>-11-510</i>		0.36	0.36
Postage <i>-11-120</i>		11.49	11.49
Copies <i>-11-125</i>		41.25	41.25
Telephone <i>-11-410</i>		17.61	17.61
		Total	\$4,306.80
		Payments/Credits	\$0.00
		Balance Due	\$4,306.80

V-3 (A)

Hopping Green & Sams

Attorneys and Counselors

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

V-5

(A)

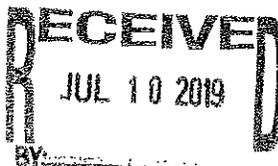
1,310.573, 3/5.

===== STATEMENT =====

June 28, 2019

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

Bill Number 108495
Billed through 05/31/2019



General Counsel
BLCDD 00001 WSH

FOR PROFESSIONAL SERVICES RENDERED

05/01/19	WSH	Prepare budget approval resolution.	0.30 hrs
05/01/19	KFJ	Prepare budget approval resolution; correspond with district manager.	0.20 hrs
05/02/19	WSH	Review meeting minutes; confer with Stephens regarding same.	0.30 hrs
05/10/19	JLK	Continue negotiations and research with district management team, insurance providers and ADA consultants on questions related to policies, accessibility and requisite standards.	0.10 hrs
05/17/19	WSH	Review correspondence; begin preparing agreement regarding fitness providers.	0.30 hrs
05/17/19	KFJ	Prepare independent contractor agreement; confer with Haber.	0.60 hrs
05/20/19	WSH	Prepare agreement regarding third-party services.	0.50 hrs
05/23/19	WSH	Review and revise amendment to landscape maintenance contract.	0.30 hrs
05/23/19	KFJ	Confer with Haber and correspond with district manager regarding yoga agreement; prepare landscape and amenity agreements.	2.00 hrs
05/30/19	WSH	Confer with Stephens regarding budget resolution and agenda for June board meeting.	0.40 hrs
05/30/19	KSB	Review agenda package; confer with district manager and chairman.	0.50 hrs
05/30/19	CGS	Monitor proposed legislation which may impact district.	0.20 hrs
		Total fees for this matter	\$1,148.50

MATTER SUMMARY

Stuart, Cheryl G.	0.20 hrs	355 /hr	\$71.00
Kilinski, Jennifer L.	0.10 hrs	275 /hr	\$27.50

Jusevitch, Karen F.- Paralegal	2.80 hrs	125 /hr	\$350.00
Buchanan, Katie S.	0.50 hrs	245 /hr	\$122.50
Haber, Wesley S.	2.10 hrs	275 /hr	\$577.50

TOTAL FEES \$1,148.50

TOTAL CHARGES FOR THIS MATTER \$1,148.50

BILLING SUMMARY

Stuart, Cheryl G.	0.20 hrs	355 /hr	\$71.00
Kilinski, Jennifer L.	0.10 hrs	275 /hr	\$27.50
Jusevitch, Karen F.- Paralegal	2.80 hrs	125 /hr	\$350.00
Buchanan, Katie S.	0.50 hrs	245 /hr	\$122.50
Haber, Wesley S.	2.10 hrs	275 /hr	\$577.50

TOTAL FEES \$1,148.50

TOTAL CHARGES FOR THIS BILL \$1,148.50

Please include the bill number on your check.



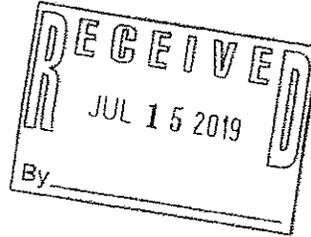
Landcare Group

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

Invoice

Terms	Date	Invoice #
Net 30	6/30/2019	8627

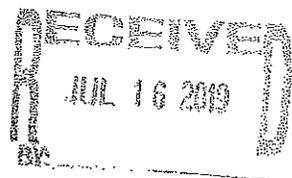
Bannon Lakes CDD
 475 W. Town Place, Suite 114
 St. Augustine, FL 32092



Project		Project #	
Bannon Lakes CDD		M102	
Description	Quantity	Rate	Amount
Irrigation maintenance for the month of June			
Irrigation Parts: (3) 6" pop-ups, (8) nozzles, (2) poly couplings, (4) 1/2" 90°s, bubbler	1	66.75	66.75
Irrigation Labor	1	35.00	35.00
<p>V-13 (A)</p> <p>1,330.538.164</p>			
Thank you for your business!		Total	\$101.75
		Payments/Credits	\$0.00
		Balance Due	\$101.75

10	11	12	13	14	15	16	17	18	19
START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT	
06/02		Balance Forward						\$157.07	
06/24 06/24	103188191-06242019	annual financial records fy 9/30/19	SA St Augustine Record	1.00 x 5.2500	5.25	1	\$8.98	\$47.15	
06/24 06/24	103188191-06242019	annual financial records fy 9/30/19	SA St Aug Record Online	1.00 x 5.2500	5.25	1	\$8.97	\$47.09	
PREVIOUS AMOUNT OWED:								\$157.07	
NEW CHARGES THIS PERIOD:								\$94.24	
CASH THIS PERIOD:								\$0.00	
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.									

V-2 (A)
 1.310.573.480



INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS * UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE
	\$94.24		\$157.07	\$0.00	\$0.00	\$0.00		\$251.31
24 SALES REPR/PHONE #		25 ADVERTISER INFORMATION						
Melissa Rhinehart 904-819-3423		1 BILLING PERIOD	6 BILLED ACCOUNT NUMBER	7 ADVERTISER/CLIENT NUMBER	2 ADVERTISER/CLIENT NAME			
		06/03/2019 - 06/30/2019	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	
06/03/2019 - 06/30/2019		BANNON LAKES CDD - GMS	
COMPANY	23 TOTAL AMOUNT DUE	* UNAPPLIED AMOUNT	3 TERMS OF PAYMENT
SA 7	\$251.31	\$0.00	NET 15 DAYS
21	CURRENT NET AMOUNT	22	30 DAYS
	\$94.24	\$157.07	\$0.00
4	PAGE #	5 BILLING DATE	6 BILLED ACCOUNT NUMBER
		06/30/2019	15652
7 ADVERTISER/CLIENT NUMBER		24 STATEMENT NUMBER	
15652		0000047968	

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS



8 - 3028

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



Mon, Jun 24, 2019
8:20:31AM

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: 0003188191-01
Start: 06/24/2019
Placement: SA Legals
Copy Line: BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVIC

Caller: shelby stephens
Issues: 1
Rep: Melissa Rhinehart

Paytype: BILL
Stop: 06/24/2019

Lines 62
Depth 5.25
Columns 1

Price \$94.24

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
ANNUAL AUDIT SERVICES**

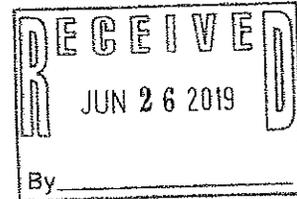
The Bannan Lakes Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2019, with an option for two additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in St. Johns County and has a general fund.

The Auditing entity submitting a proposal must be duly licensed under Chapter 473, Florida Statutes and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposer, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) hard copy and one (1) electronic copy of their proposal to GMS, LLC, District Manager, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092, telephone (904) 940-5850, in an envelope marked on the outside "Auditing Services - Bannan Lakes Community Development District." Proposals must be received by Monday, July 15, 2019, 2:00 p.m., at the office of the District Manager. The District reserves the right to reject any and all proposals, make modifications to the scope of the work, and waive any minor informalities or irregularities in proposals as it deems appropriate. Please direct all questions regarding this Notice to the District Manager.

Bannan Lakes Community
Development District
James Oliver, District Manager
0003188191 June 24, 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# 0003188191-01

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 JULIA KERTI 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 REQUISITION OF PROPOSALS in the matter of annual financial records fy 9/30/19 was published in said newspaper on 06/24/2019.

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 _____

by Julia Kerti who is personally known to me or who has produced as identification

Tiffany M. Lowe
(Signature of Notary Public)

BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
ANNUAL AUDIT SERVICES

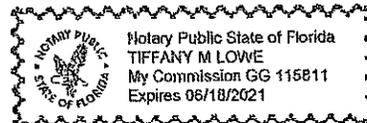
The Bannon Lakes Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2019, with an option for two additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in St. Johns County and has a general fund.

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Bannon Lakes Community
Development District
James Oliver, District Manager
0003188191 June 24, 2019



D.

Bannon Lakes

Community Development District

Construction Funding Request #20

June 4, 2019

Req. PAYEE Series 2016 Contruction

143 **England Thims & Miller**
Professional Services through March 31, 2019 Inv #190062 4/9/19 \$ 236.17

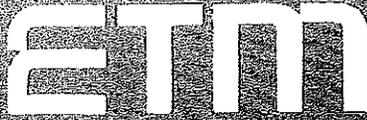
1-300-131-101
CFR # 20 REQ # 143

Total Funding Request \$ **236.17**

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



VISION · EXPERIENCE · RESULTS

8236
 BL TRV TO TRV
 12/31/19

CC44

5/30
 need object
 collected
 Register
 CDD

Art Lancaster
 Eastland Development Group, Inc.
 700 Ponte Vedra Lakes Boulevard
 Ponte Vedra Beach, FL 32082

April 9, 2019
 Project No:
 Invoice No:

13061.16000
 0190062

Project 13061.16000 Bannon Lakes - Duran Drive- MDP
Professional Services rendered through March 31, 2019

Phase	A-E	Lump Sum Services	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
Task							
A. Preparation of MDP			7,500.00	11.3333	850.00	850.00	0.00
B. Preparation of Site/Civil Construction Docs - Water & Sewer			45,000.00	100.00	45,000.00	45,000.00	0.00
C. Preparation of Site/Civil Construction Docs - Paving & Drainage			23,000.00	100.00	23,000.00	23,000.00	0.00
D. Landscape and Irrigation Design			5,500.00	50.00	2,750.00	2,750.00	0.00
E. Commercial Outparcel Utility & Mass Grading Design			6,500.00	100.00	6,500.00	6,500.00	0.00
Total Fee			87,500.00		78,100.00	78,100.00	0.00
Total Fee							0.00
Total this Phase							0.00

Phase	F	Environmental/Regulatory Permitting	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
Task	1-5	Lump Sum Services					
1. SJC Construction Plans Processing			10,000.00	100.00	10,000.00	10,000.00	0.00
2. SJRWMD ERP			10,000.00	100.00	10,000.00	10,000.00	0.00
3. FDEP Potable Water Distribution Sys.			2,600.00	100.00	2,600.00	2,600.00	0.00
4. FDEP Sanitary Sewer Collection Sys.			2,600.00	100.00	2,600.00	2,600.00	0.00
5. EPA-NPDES-General Notice of Intent			1,500.00	0.00	0.00	0.00	0.00
Total Fee			26,700.00		25,200.00	25,200.00	0.00
Total Fee							0.00
Total this Task							0.00

Task 6 FPL Coordination

England-Thim & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • A/E • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel 904-642-8000 • Fax 904-648-9485
 CA-0002894 LC-0003116

	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Contract Limit			7,500.00	
Remaining			7,500.00	
		Total this Task		0.00
		Total this Phase		0.00

Phase G Construction Administration
 Task 1-2 Lump Sum Services

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
1. Bid Documents	5,000.00	16.65	832.50	832.50	0.00
2. Shop Drawing Review	5,000.00	100.00	5,000.00	5,000.00	0.00
Total Fee	10,000.00		5,832.50	5,832.50	0.00
	Total Fee				0.00
		Total this Task			0.00

Task 3 On-Site Construction Observation
 Professional Personnel

	Hours	Rate	Amount	
Sr. Inspector				
Donchez, James	3/16/2019	1.00	139.00	
Totals		1.00	139.00	
Total Labor				139.00
	Current	Prior	To-Date	
Total Billings	139.00	19,297.00	19,436.00	
Contract Limit			56,064.00	
Remaining			36,628.00	
		Total this Task		\$139.00
		Total this Phase		\$139.00

Phase XP Expenses
 Expenses

Delivery / Messenger Svc			88.34	
Total Expenses		1.1 times	88.34	97.17
	Current	Prior	To-Date	
Total Billings	97.17	6,156.90	6,254.07	
Contract Limit			10,000.00	
Remaining			3,745.93	
		Total this Phase		\$97.17

Invoice Total this Period

\$236.17

ENG - COST MGR.

ADD

Outstanding Invoices

Number	Date	Balance
0189826	3/5/2019	1,483.14
Total		1,483.14

Total Now Due

\$1,719.31

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14715 Old St. Augustine Road • Jacksonville, Florida 32216 • Tel: 904-942-8994 • Fax: 904-618-4485
CA 0000264 LC-000310

**REQUISITION NO. 143
(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 Bannan 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: 143
- (B) Name of Payee: England-Thims & Miller, Inc.
- (C) Amount Payable: Total: \$236.17
- (D) Bannan Lakes CDD Invoice #0190062
- (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 31, 2019

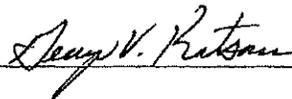
**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

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:  6/4/19
Title: District Engineer

Grau and Associates

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

Phone: 561-994-9299

Fax: 561-994-5823

Bannon Lakes Community Development District
1408 Hamlin Avenue, Unit E
Saint Cloud, FL 34771

Invoice No. 18518
Date 07/16/2019



SERVICE	AMOUNT
Arbitrage Series 2016 FYE 12/31/2018	\$ <u>600.00</u>
Current Amount Due	\$ <u>600.00</u>

(A) V-12
1,310.573.322

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
600.00	0.00	0.00	0.00	0.00	600.00

Payment due upon receipt.

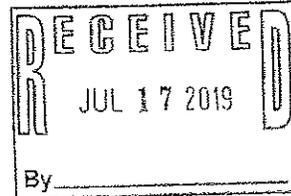
Riverside Management Services, Inc

Suite 305
Jacksonville, FL 32257

Invoice

Date	Invoice #
7/12/2019	58

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



P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Facility Maintenance June 1 - June 30, 2019 Maintenance Supplies	1,220.86 464.69	1,220.86 464.69
	<i>B. Stephens 7-15-19</i> <i>FACILITY MAINT.</i> <i>001.320.57200.45106</i>		
	<i>V-14</i> <i>(A)</i>		
Total			\$1,685.55

RMS

BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT
MAINTENANCE BILLABLE HOURS
FOR THE MONTH OF JUNE 2019

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
6/6/19	4	K.H.	Replaced A/C filters and cleaned up water from A/C leak, dusted fitness center for spider webs eggs, defrosted and cleaned out freezer
6/6/19	6	B.L.	Installed longer chains on two swings, purchased mount and TV and install in outdoor common area, relocate trash receptacles to pool areas
6/6/19	5	R.M.	Installed new chains on two swings to lower the seats, relocated trash can to the pool, installed mount for new TV on the pavilion, picked up supplies
6/13/19	4	K.B.	Brushed ceilings for spider webs, fixed tennis court windscreens, bleached all black algae spots seen, checked and changed dog park trash receptacles
6/13/19	2	B.L.	Mount TV in open community area
6/20/19	2	K.B.	Dusted for spider webs and eggs around buildings, emptied dog park trash receptacles, fixed tennis courts wind screens, blew debris off basketball court and tennis courts
6/20/19	3	K.H.	Dusted amenity center and fitness center for spider webs and eggs, repaired wind screen on basketball and tennis courts
6/25/19	4	B.L.	Repair men's bathroom door, needed to remove door closer and trim, re-adjust door closer (went) replace top section of trim and re-install closer, used longer screws to retain bracket in place of screws to short, cleanup, remove switch and check for operation, problem may be in fan unit, to check if warranty still applies before proceeding, put old switch back in
6/27/19	4	K.B.	Removed debris, dusted spider webs and eggs, blew debris off tennis courts and basketball checked and changed all trash receptacles, emptied dog park trash receptacles, removed debris around amenity center, fixed tennis court windscreens

TOTAL 33

MILES 148

*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2008-0.445

MAINTENANCE BILLABLE PURCHASES

Period Ending 07/05/19

<u>DISTRICT</u>	<u>DATE</u>	<u>SUPPLIES</u>	<u>PRICE</u>	<u>EMPLOYEE</u>
BL BANNON LAKES				
	6/7/19	Constant Contacts	23.00	B.S.
	6/10/19	Master Lock	19.53	B.S.
	6/12/19	Velcro	3.43	B.L.
	6/12/19	Tight Space Extension Cord	11.47	B.L.
	6/20/19	Pool Permit	358.51	B.S.
	6/24/19	55 Gallon Trash Bags	18.37	B.L.
	6/24/19	Fan Control Switch	24.97	B.L.
	6/24/19	Screws	5.43	B.L.
		TOTAL	<u><u>\$464.69</u></u>	