

**BANNON LAKES**  
*Community Development District*

*November 6, 2019*

# Bannon Lakes

## Community Development District

---

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

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

October 30, 2019

Board of Supervisors  
Bannon Lakes  
Community Development District

Dear Board Members:

The Bannon Lakes Community Development District Board of Supervisors Meeting is scheduled for **Wednesday, November 6, 2019 at 1:00 p.m.** at the **Northeast Florida Regional Airport, 4730 Casa Cola Way, St. Augustine, FL 32095.** Following is the advance agenda for the meeting:

### Regular Meeting

- I. Call Order
- II. Public Comment
- III. Approval of Minutes of the August 21, 2019 Meeting
- IV. Acceptance of Audit Committee Minutes of the August 21, 2019 Meeting
- V. Ratification of FY 19 Audit Engagement Letter with Grau & Associates
- VI. Acceptance of Resignation of Margaret Shultis from the Board of Supervisors
- VII. Consideration of Resolution 2020-01, Setting a Public Hearing for the Purpose of Adopting Amended and Restated Rules of Procedure
- VIII. Consideration of Proposals for AED Machine
- IX. Consideration of Proposals for Pressure Washing
- X. Consideration of Proposals for Windscreen
- XI. Consideration of Proposal from Lifetime Fitness for Stair-master Machine
- XII. Ratification of Amendment to Landcare Group Agreement
- XIII. Ratification of Amenity Management Services Agreement with Riverside Management Services, Inc.
- XIV. Ratification of Agreement with Heather Schnellbacher Regarding the Use of District Facilities for Yoga Classes
- XV. Other Business
- XVI. Staff Reports
  - A. District Counsel
  - B. District Engineer
  - C. District Manager – Ratification of Meeting Schedule for FY20
  - D. Field Services – Operations Memorandum
  - E. Amenity Report – Manager’s Report
- XVII. Supervisor’s Requests
- XVIII. Audience Comments

XIX. Financial Reports

- A. Balance Sheet as of September 30, 2019 and Statement of Revenues & Expenditures
- B. Assessment Receipt Schedule
- C. Approval of Check Register

XX. Next Scheduled Meeting – February 5, 2020 at 1:00 p.m. at the Northeast Regional Airport Conference Center 4730 Casa Cola Way, St. Augustine, FL 32095

XXI. Adjournment

The third order of business is the approval of minutes from the August 21, 2019 meeting. Minutes are enclosed for your review.

The fourth order of business is the acceptance of audit committee minutes from the August 21, 2019 meeting. Minutes are enclosed for your review.

The fifth order of business is the ratification of FY 19 audit engagement letter with Grau & Associates. A copy of the letter is enclosed for your review.

The sixth order of business is acceptance of the resignation of Margarest Shultis from the Board of Supervisors.

The seventh order of business is the consideration of resolution 2020-02, setting a public hearing for the purpose of adopting amended and restated rules of procedure. A copy of the resolution is enclosed for your review.

The eighth order of business is the consideration of proposals for AED machine. Copies of the proposals are enclosed for your review.

The ninth order of business is the consideration of proposals for pressure washing. A copy of the proposals is enclosed for your review.

The tenth order of business is the consideration of proposals for windscreen. Copies of the proposals are enclosed for your review.

The eleventh order of business is the consideration of proposal from Lifetime Fitness for a stair-master machine. A copy of the proposal is enclosed for your review.

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

The thirteenth order of business is the ratification of Amenity Management Services Agreement with Riverside Management Services. A copy of the agreement is enclosed for your review.

The fourteenth order of business is the ratification of agreement with Heather Schnellbacher regarding the use of District facilities. A copy of the agreement is enclosed for your review.

Listed under Manager Reports is the ratification of annual meeting schedule for FY 20. A copy of the scheduled is enclosed for your review.

Listed under Field Services is the operations memorandum. A copy of the memo has been enclosed for your review.

Listed under Amenity Report is the Manager's report. A copy of the report is enclosed for your review.

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

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

Sincerely,

James Oliver  
District Manager



# *AGENDA*

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

Wednesday  
November 6, 2019  
1:00 p.m.

Northeast Florida Regional  
Airport Conference Center  
4730 Casa Cola Way  
St. Augustine, Florida 32095  
bannonlakescdd.com  
**Call In # 1-888-757-2790 Code 509700**

**Regular Meeting**

- I. Call Order
- II. Public Comment
- III. Approval of Minutes of the August 21, 2019 Meeting
- IV. Acceptance of Audit Committee Minutes of the August 21, 2019 Meeting
- V. Ratification of FY 19 Audit Engagement Letter with Grau & Associates
- VI. Acceptance of Resignation of Margaret Shultis from the Board of Supervisors
- VII. Consideration of Resolution 2020-01, Setting a Public Hearing for the Purpose of Adopting Amended and Restated Rules of Procedure
- VIII. Consideration of Proposals for AED Machine
- IX. Consideration of Proposals for Pressure Washing
- X. Consideration of Proposals for Windscreen
- XI. Consideration of Proposal from Lifetime Fitness for Stair-master Machine
- XII. Consideration of Agreement with Landcare Group, Inc. for Landscape & Irrigation Maintenance Services
- XIII. Ratification of Amenity Management Services Agreement with Riverside Management Services, Inc.
- XIV. Ratification of Agreement with Heather Schnellbacher Regarding the Use of

District Facilities for Yoga Classes

- XV. Other Business
- XVI. Staff Reports
  - A. District Counsel
  - B. District Engineer
  - C. District Manager – Ratification of Meeting Schedule for FY20
  - D. Field Services – Operations Memorandum
  - E. Amenity Report – Amenity Report
- XVII. Supervisor’s Requests
- XVIII. Audience Comments
- XIX. Financial Reports
  - A. Balance Sheet as of September 30, 2019 and Statement of Revenues & Expenditures
  - B. Assessment Receipt Schedule
  - C. Approval of Check Register
- XX. Next Scheduled Meeting – February 5, 2020 at 1:00 p.m. at the Northeast Regional Airport Conference Center 4730 Casa Cola Way, St. Augustine, FL 32095
- XXI. Adjournment

*MINUTES*

MINUTES OF MEETING  
BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bannan Lakes Community Development District was held on Wednesday, August 21, 2019 at 1:10 p.m. at the Offices of GMS, 475 West Town Place, Suite 114, St. Augustine, FL 32092.

Present and constituting a quorum were:

John Dodson	Vice Chairman
Linda Scandura	Supervisor
Chris Hill	Supervisor

Also present were:

Jim Oliver	District Manager
Katie Buchanan	District Counsel
Brian Stephens	Operations Manager
Robin Nixon	Amenity Manager

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Oliver called the meeting to order at 1:10 p.m.

**SECOND ORDER OF BUSINESS**

**Public Comment**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Affidavit of Publication**

Mr. Oliver stated included in your agenda package is an affidavit of publication of required notices for today's meeting and public hearing.

**FOURTH ORDER OF BUSINESS**

**Acceptance of Audit Committee  
Recommendations**

Mr. Oliver stated the audit committee met earlier today and ranked the proposals that we received from Grau & Associates and Berger, Toombs. The audit committee ranked Grau & Associates as the top ranked firm.

On MOTION by Mr. Dodson seconded by Mr. Hill with all in favor the Ranking of Grau & Associates as the #1 Ranked Firm & Direct Staff to Get Letter of Engagement for the Fiscal Year 2019 Audit was accepted.

**FIFTH ORDER OF BUSINESS**

**Approval of Minutes of the June 5, 2019 Meeting**

Mr. Oliver stated included in your agenda package is a copy of the minutes of the June 5, 2019 meeting. Are there any additions, corrections or deletions?

On MOTION by Mr. Dodson seconded by Mr. Hill with all in favor the Minutes of the June 5, 2019 Meeting were approved.

**SIXTH ORDER OF BUSINESS**

**Acceptance of Audit Committee Minutes of the June 5, 2019 Meeting**

Mr. Oliver stated included in your agenda package is a copy of the audit committee minutes of the June 5, 2019 meeting. Are there any additions, corrections or deletions?

On MOTION by Mr. Dodson seconded by Mr. Hill with all in favor the Minutes of the Audit Committee Minutes of the June 5, 2019 Meeting were accepted.

**SEVENTH ORDER OF BUSINESS**

**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**

Mr. Oliver stated there is not much change in this year’s budget. You will see that the assessment levels for current homeowners and platted lots remained the same as the previous year. Per lots assessments are still \$830 annually on a net basis. There is a slight increase in assessments for the undeveloped land. The administrative budget reduces expenditures from \$112,000 tot \$101,000. The amenity center expenditures are projected to increase ifrom \$161,000 tot \$210,000. We discussed this at our June meeting and the biggest change is the facility management contract. The District budgeted for \$30,900 for Fiscal Year 2019 for part-time coverage. With the steady growth of the community, we have proposed that you staff a fulltime person at the amenity center to better serve our residents and potential homebuyers. We expect landscape maintenance costs to increase during the next fiscal year as Landcare takes on additional commons areas.

Mr. Dodson asked there is a drop in reclaim water line item?

Mr. Oliver responded yes. Based on actual usage this year, we propose we cut that amount by about 25%.

Mr. Oliver responded the \$141,000 includes a first addendum to the Landcare contract. We realize that will probably go up with a second addendum, but you have \$20,000 in landscape contingency.

Ms. Buchanan stated there is deficit funding here and the assessments don't cover the total amount of the budget, so you can't raise the assessment cap. The difference will be funded by the Developer.

On MOTION by Mr. Dodson seconded by Ms. Scandura with all in favor the Public Hearing to Adopt the Budget for Fiscal Year 2020 was opened.

A resident stated our lake in the back of Orchard Cove has never been maintained. We would like to know why our lake is not being taken care of in the back? Also, when they cut the back of the lake, they cut the back end where there are no homes. They didn't cut the side where our homes are. KBB has two bubblers in their pond and we don't have anything back there to keep the water moving. If we are all paying the same CDD fees, then why are we not all being treated the same?

Mr. Oliver asked are these ponds owned by the District?

Mr. Stephens responded the lake he is referring to is the one that Art requested the pricing to mow the back side because we weren't sure at that point if it was HOA or CDD.

Mr. Oliver asked is this lake to be conveyed to the District, or owned and maintained by the HOA?

Mr. Stephens responded not that I am aware of.

A resident stated there is also a wash out going on at that lake.

A resident stated we have a few streetlights that are leaning. Who do we bring that intention to?

Mr. Dodson asked are they on your street?

A resident stated yes.

Mr. Dodson stated that would be Lennar. Once you come in Orchard Cove then those are all Lennar.

A resident asked so you budget for all of the lakes, right? Is the lake that is not being maintained right now going to increase the budget then?

Mr. Oliver responded the District is responsible for maintained all lakes it owns. If this lake is to be conveyed to the District, we will make sure it is maintained and we will adjust the budget accordingly. It won't change your assessment.

A resident asked when you first develop the community before homes come in and you put the ponds in, do you put in aerator systems for each pond?

Mr. Oliver responded most of the District ponds in CDDs I manage don't have aerators or fountains. Often times, fountains are put in by homebuilders for community appearance. We will take a look at that pond. Is Bridge Bay Pond owned by the District?

Mr. Stephens responded yes.

Mr. Oliver stated the smaller the pond, the greater likelihood it can become stagnant.

A resident asked when you come into our entrance are you responsible for the trees that are dying? The entrance is really not appealing to the community.

Mr. Dodson asked right behind the signs?

A resident responded yes.

Mr. Dodson stated there is a dead tree there and that is something we need to go over with Landcare to remove it.

A resident stated there are a couple other dead trees down the roadway when you come in.

A resident stated the gym is overcrowded already. The pool is also small. We have a basketball court that has been unusable for over a month.

A resident stated it seems that the birds are sitting on the hoops.

Mr. Stephens stated we did spikes over top of the basketball pole and down the frame.

A resident stated thank you for lowering the swings. How do we give our opinions on other things we want done? I know they added the benches in the dog park.

A resident asked have you thought about putting in an AED near the fitness center or the pool?

Mr. Oliver responded we have had discussions about it, and we will do that.



A resident asked could it be possible to add a room for the children to be in there safely, so we can go work out?

Mr. Oliver responded the District would need additional funding for new construction or renovation of existing facilities. Robin did share that idea of additional indoor space with me.

A resident asked can we benches for the children? Can we get some benches for the children at the bus stops?

Mr. Hill responded sometimes the schools change the bus stops and you can't control that.

A resident asked are you guys responsible for potholes?

Mr. Oliver responded road repairs are the responsibility of St. Johns County, as they own the roads.. Staff will report potholes to the county, but residents are encourage to contact the county, also.

On MOTION by Mr. Hill seconded by Mr. Dodson with all in favor the Public Hearing to Adopt the Budget for Fiscal Year 2020 was closed.

Ms. Buchanan stated Resolution 2019-05 is the appropriation resolution. It adopts the proposed budget, which would be attached to the resolution and then Jim will insert the total fund balance. It does authorize certain small scale amendments and it is effective upon your approval.

On MOTION by Mr. Dodson seconded by Mr. Hill with all in favor Resolution 2019-05 Relating to Annual Appropriations and Certifying an Assessment Roll was approved.

**B. Consideration of Resolution 2019-06, Imposing Special Assessments and Certifying an Assessment Roll**

Ms. Buchanan stated Resolution 2019-06 certifies the debt service assessments for collection and it also levies the annual operation and maintenance assessment. You are going to collect those two different ways; the first would be through the tax roll for platted property and then direct bill for un-platted property.

On MOTION by Mr. Dodson seconded by Mr. Hill with all in favor Resolution 2019-06 Imposing Special Assessments and Certifying an Assessment Roll was approved.

**C. Consideration of Developer Funding Agreement for Fiscal Year 2019-2020**

Ms. Buchanan stated included in your agenda package is a Developer Funding Agreement. This is the form between the Developer and the District to cover the difference between what assessments cover in the budget and the actual total budget amount.

On MOTION by Mr. Dodson seconded by Mr. Hill with all in favor the Developer Funding Agreement for Fiscal Year 2019-2020 was approved.

Mr. Oliver stated as we went through the budget, we talked about moving the amenity manager from a part-time position to a full-time position. I wanted the board to consider obtaining a proposal from the amenity management company and authorize the Chair or Vice Chair to approve that proposal.

Mr. Dodson stated she has been doing a great job.

On MOTION by Mr. Dodson seconded by Mr. Hill with all in favor the Proposal for Full-Time Amenity Manager for Fiscal Year 2020 was approved, subject to review and approval of the proposal by Chairman.

**EIGHTH ORDER OF BUSINESS**

**Acceptance of Fiscal Year 2018 Financial Audit**

Mr. Oliver stated included in your agenda package is the Fiscal Year 2018 Financial Audit. In the auditor’s opinion letter, they write, “In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities in each major fund of the Bannon Lakes CDD as of September 30, 2018.” These are in conformity of the accounting principles generally accepted in the United States of America. Over the next several pages you will see management discussion and analysis and those are followed by the year end financial statements. The next report you will see is the report on internal controls. In the bottom paragraph, the auditor writes, “During our audit, we did not identify any deficiencies in internal control that we consider to be material

weaknesses.” The management letter talks about financial emergency conditions as outline in Section 218,503(1) of Florida Statutes. You will see that Bannon Lakes CDD did not meet any of the conditions described in that chapter. This is a clean audit and it has already been filed with the Auditor General.

On MOTION by Mr. Hill seconded by Ms. Scandura with all in favor the Fiscal Year 2018 Financial Audit was accepted.

**NINTH ORDER OF BUSINESS**

**Consideration of Second Amendment for Renewal of Lake Maintenance / Water Management Services with Lake Doctors, Inc.**

Mr. Oliver stated Lake Doctors is the lake maintainer at the District. This will be the second amendment to their basic agreement. There is no increase for this year.

On MOTION by Mr. Dodson seconded by Mr. Hill with all in favor the Second Amendment for Renewal of Lake Maintenance / Water Management Services with Lake Doctors, Inc. was approved.

**TENTH ORDER OF BUSINESS**

**Consideration of Update to Amenity Policies & Procedures**

This item was tabled.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Proposals for Fence Installation for Playground Area**

Mr. Oliver stated at the last meeting we talked about fence installation for the playground area. Brian Stephens has brought the board some proposals for installation of that fence.

Mr. Stephens stated I reached out to four different vendors. Three of the four vendors said they could not get silver plate. I reached out to the fourth vendor, which was the same vendor that did the pool fence. They gave us an exact match to the pool fence. They gave us two different height options, which were 48 inches and 60 inches. Both include two gates on either side of the playground. They will also be core drilling the sidewalk, so that the shade structure and the bench will be inside of the fence structure. One proposal was for \$9,839.76 for the 48 inch fence and for the 60 inch it is \$10,034.99.

Mr. Dodson stated so 60 inch fence would match the pool but a 48 inch fence is standard for a playground.

On MOTION by Mr. Dodson seconded by Mr. Hill with all in favor the Proposal for the 60 Inch Fence for the Playground Area was approved.

**TWELFTH ORDER OF BUSINESS                      Consideration of Proposals for Pest Control Services**

Mr. Oliver stated included in your agenda package is a proposal for pest control services at the amenity center. This is in the amount of \$150 a month. I executed this proposal to get the service started without delay.

On MOTION by Mr. Dodson seconded by Mr. Hill with all in favor the Proposal for Pest Control Services was ratified.

**THIRTEENTH ORDER OF BUSINESS              Other Business**

Mr. Oliver stated earlier today, we discussed the coordination of a Landcare proposal for additional areas. The other areas are for IGP, the other side of Duran Drive and the back rear bank of the new pond in the back. We still have some questions about their pricing.

On MOTION by Mr. Dodson seconded by Mr. Hill with all in favor the Landcare Proposal to Include Additional Areas was approved in substantial form, subject to agreement on pricing and coverage area

**FOURTEENTH 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 – Presentation of Annual Meeting Schedule for FY2020**

Mr. Oliver stated I would like to defer the annual meeting schedule for Fiscal Year 2020 to the next meeting. I do want to take a look at other options for meeting space. One of the places I want to look at is the St. Augustine Airport.

Ms. Buchanan stated the airport’s meeting space is free.

**D. Field Services – Operations Memorandum**

Mr. Stephens stated we have purchased and installed a new television under the veranda. We have also installed three of the benches inside of the dog park. The exteriors of the fitness center and the clubhouse have been pressure washed. An infant swing was added to the swing set and the other swing was lowered. Freedom Pest Control has completed the annual termite inspection, as well as started the regular pest control service. Landcare has removed multiple dead trees at the clubhouse. The one behind the sign at the entry is on their list. It was supposed to have been done yesterday but I have not been by there to verify it yet.

Mr. Dodson stated it sounds like there are two other ones on the boulevard that have died.

Mr. Stephens stated they are weak looking, but they are not totally dead yet. I talked to the landscapers here about doing a deep root fertilization on all of them.

**E. Amenity Report – Manager’s Report**

Ms. Nixon stated everything has been going smooth, so far. We have been having Food Truck Thursday’s. We have done a movie night. We also did a princess meet and greet with the Elsa and Anna sisters. We had an ice cream truck come out for National Ice Cream Day. We had a trunk sale. Next time, we will probably do that one in the evening because of the heat. We had a lot of kids participate in that, as well. I have gotten with the Jacksonville Jaguars to do the Chiefs game tickets for a new offer. If you purchase tickets, they are also including free tickets to the preseason Falcons game. The residents are requesting a sunshade over a portion of the pool area, another trash can and a Stairmaster. We are also getting Yoga classes going. Residents are also asking for a squat rack. We got prices from Stephen Wilkinson for a Smith Machine.

Mr. Dodson asked are there some machines that are not being used?

Ms. Nixon responded there are. I can send you a report on the usage of them.

Mr. Dodson stated we should get a proposal from Life Fitness.

**FIFTEENTH ORDER OF BUSINESS                      Supervisor’s Request and Audience Comments**

Mr. Hill stated with the new sod that was just installed it looks like some drainage was blocked.

Mr. Stephens stated I will take a look at it.

A resident asked how much did the benches cost?

Mr. Stephens responded they were about \$400 a piece with shipping and installation.

A resident asked how do we get the construction people to stop feeding the alligators?

Mr. Dodson responded we need to put a notice out to the builders.

A resident stated my kids were the ones that had the Spanish music playing at the pool.

Mr. Oliver stated we have to do what is best for the community and we will take a look at the policies.

A resident stated there is a daycare center right across the street, so maybe that will help out with the fitness center.

**SIXTEENTH ORDER OF BUSINESS                      Financial Reports**

**A. Balance Sheet as of July 31, 2019 and Statement of Revenues & Expenditures**

Mr. Oliver stated included in your agenda package is the balance sheet and income statement as of July 31, 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. Dodson seconded by Ms. Scandura with all in favor the Check Register was approved.

**D. Consideration of Construction Funding Request No. 20**

Mr. Oliver stated included in your agenda package is Construction Funding Request No. 20.

On MOTION by Mr. Hill seconded by Mr. Dodson with all in favor Construction Funding Request No. 20 was approved.

**SEVENTEENTH ORDER OF BUSINESS                      Next Scheduled Meeting – September 18, 2019 at 1:00 p.m. at the Offices of GMS**

Mr. Oliver stated the next meeting is September 18<sup>th</sup> but we will only hold it if we feel it is necessary.

**EIGHTEENTH ORDER OF BUSINESS      Adjournment**

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

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

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

*FOURTH ORDER OF BUSINESS*



MINUTES OF MEETING  
BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT

An audit committee meeting of the Bannon Lakes Community Development District was held on Wednesday, August 21, 2019 at 1:00 p.m. at the Offices of GMS, 475 West Town Place, Suite 114, St. Augustine, FL 32092.

Present and constituting a quorum were:

John Dodson	Committee Member
Linda Scandura	Committee Member
Chris Hill	Committee Member

Also present were:

Jim Oliver	District Manager
Katie Buchanan	District Counsel

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Review and Ranking of Audit Proposals**

Mr. Oliver stated the District published a request for proposals (RFP) and received the two proposals included in your agenda package. Both firms are highly qualified. The firms are Grau & Associates and Berger, Toombs. At the last audit committee, you selected audit criteria to use to select the auditor. Grau & Associates came in at \$11,700 for three years and Berger, Toombs came in at \$11,895. Grau & Associates would get 20 points for being the lowest priced firm. Berger, Toombs would get 19.67 points. The other four criteria are the ability of personnel, proposers experience, understanding the scope of work and ability to furnish the required services. The incumbent auditor is Berger, Toombs. We did receive the audit late and I think that is a nick against the incumbent. My rankings have Grau & Associates with 99 points and Berger, Toombs at 97.67. Grau & Associates would be ranked first and Berger, Toombs ranked second.

On MOTION by Mr. Dodson seconded by Mr. Hill with all in favor the Ranking of Grau & Associates as the #1 Firm and Berger, Toombs as the #2 Ranked Firm was approved.

**THIRD ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**FOURTH ORDER OF BUSINESS**

**Adjournment**

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

*FIFTH ORDER OF BUSINESS*



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

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

August 29, 2019

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

We are pleased to confirm our understanding of the services we are to provide Bannon Lakes Community Development District, St. John's County, Florida ("the District") for the fiscal year ended September 30, 2019, with the option of two (2) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Bannon Lakes Community Development District as of and for the fiscal year ended September 30, 2019, with the option of two (2) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

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

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

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

**Audit Objectives**

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

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

and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Examination Objective**

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

### **Management Responsibilities**

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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

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

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

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

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and

recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

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

#### **Audit Procedures—General**

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

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

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

#### **Audit Procedures—Internal Control**

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

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

#### **Audit Procedures—Compliance**

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

#### **Engagement Administration, Fees, and Other**

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

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may

provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

This agreement provides for a contract period of one (1) year with the option of two (2) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$3,800 for the September 30, 2019 audit. The fees for the fiscal years 2020 and 2021 will not exceed \$3,900 and \$4,000, respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

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

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

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

The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Bannon Lakes Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,


Grau & Associates



\_\_\_\_\_  
Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Bannon Lakes Community Development District.

By:   
Title: Secretary  
Date: 9/9/2019



## 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.

A handwritten signature in black ink, appearing to read "Andrea Farris".

Andrea Farris, Chair  
AICPA Peer Review Board  
2016



*SIXTH ORDER OF BUSINESS*

**From:** Margaret Shultis margaret@shultis.net   
**Subject:** Re: Bannan Lakes CDD  
**Date:** August 23, 2019 at 11:36 AM  
**To:** Shelby Stephens sstephens@gmsnf.com



Shelby,

Effective immediately I am resigning from my position on the Bannan Lakes CDD.

Please advise if you need anything further.

See attached

On Fri, Aug 23, 2019 at 11:17 AM Shelby Stephens <sstephens@gmsnf.com> wrote:  
Margaret,

Please complete the attached forms ( Form 1 & Form 1F ) below and return to me. I will forward to the appropriate authorities.

Than you,

--

***Shelby Stephens***

Office Administrator  
& Recording Secretary  
GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Phone: (904) 940-5850 Ext 400  
Fax: (904) 940-5899  
[www.govmgtsvc.com](http://www.govmgtsvc.com)

--

Margaret Shultis

[www.margaretslovelylashes.com](http://www.margaretslovelylashes.com)



Finanical  
disclos...DD.pdf

*SEVENTH ORDER OF BUSINESS*

**RESOLUTION 2020-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors of the District (the "Board") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

**SECTION 1.** A Public Hearing will be held to adopt the District's Amended and Restated Rules of Procedure on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ .m., at \_\_\_\_\_.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 6<sup>th</sup> day of November, 2019.

**ATTEST:**

**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

# Hopping Green & Sams

Attorneys and Counselors

## MEMORANDUM

TO: Bannan Lakes Community Development District  
Board of Supervisors

FROM: Katie Buchanan

RE: Updated Provisions of the District's Rules of Procedure

DATE: October 30, 2019

---

Please find attached to this memorandum an updated version of the Bannan Lakes Community Development District's (the "District's") Rules of Procedure (the "Rules"). Several substantive revisions were made to maintain consistency between the Rules and the current Florida Statutes, including changes implemented in the most recent legislative session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting changes and edits are not discussed. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact me via e-mail at [katieb@hgslaw.com](mailto:katieb@hgslaw.com) or via phone at 850-222-7500.

### Costs Associated With Public Records Requests (Pages 8–9)

Language was added to Rule 1.2(4) to reflect statutory language regarding calculation of special charges for responding to certain public records requests, and to state that the District is under no duty to produce requested records if the requestor has not paid the required costs or has outstanding charges. The language will help minimize expenses incurred by the District in responding to public records requests.

### Financial Disclosure Coordination (Page 9)

Rule 1.2(7) was added to maintain consistency with legislation that was passed during the 2019 legislative session. The rule designates the Secretary as the District's Financial Disclosure Coordinator (the "Coordinator") (unless the District designates otherwise by resolution) and requires the Coordinator to create, maintain, and update certain records and provide them to the Florida Commission on Ethics by certain deadlines. Each Supervisor or other Reporting Individual must notify the Coordinator in writing if there are changes to his or her name, e-mail address, or physical address, and must notify the Commission on Ethics of changes to his or her e-mail address.

### Agenda and Meeting Materials (Page 11)

Rule 1.3(3) was amended to reflect statutory requirements that the agenda and meeting materials available in an electronic format, excluding confidential and exempt information, shall be

made available to the public at least seven days before a meeting, hearing, or workshop. The amended rule also clarifies circumstances in which the agenda may be amended or additional materials added after initial posting. It additionally specifies which documents constitute “meeting materials.” Documents that do not meet the definition of “meeting materials” may still be provided to the Board, but will be considered supplementary materials and are not required to be made available to the public before the meeting. Supplementary materials may include, but are not necessarily limited to, the following: financial statements, informational reports, and copies of receipts and invoices.

#### Flexibility for Board Authorization (Page 13)

Language was added to Rule 1.3(11) to allow the Board to waive formal approval or disapproval procedures. This will allow the Board flexibility to use different procedures when necessary and will protect the validity of the Board’s actions where there is a technical irregularity but the Board has otherwise made its decision clear.

#### Security and Firesafety Board Discussions (Page 14)

Rule 1.3(14) was added to reflect the fact that portions of a meeting which would reveal a security or firesafety system plan or portion thereof made confidential and exempt by Florida law are exempt from Florida’s statutory public meeting requirements. Including this rule will clarify the procedures the Board should use to ensure that confidential and exempt information is not made public.

#### Internal Controls to Prevent Fraud, Waste and Abuse (Page 15)

Rule 1.4 was added to reflect legislative changes enacted in the 2019 legislative session requiring special districts to establish and maintain internal controls to prevent fraud, waste, and abuse. Our office plans to work with the District Manager and auditor to develop the internal controls, which the Board will adopt in the same manner as it does policies.

#### Notice of Competitive Solicitation (Pages 27 and 36)

Rules 3.1(3) and 3.3(2)(c) have been amended to state that when a consultant has asked to be provided with notice of the District’s competitive solicitations, the District Manager’s failure to provide them with a copy of the notice will not give them bid protest rights or otherwise disqualify the District’s otherwise valid procurement. This will reduce the District’s exposure to potential bid protests and decrease the likelihood of a procurement being considered invalid due to a technical irregularity.

#### Procedure Regarding Auditor Selection (Page 31)

Language has been added to the introductory paragraph to Rule 3.2 to clarify that the District need not use the procedures set out by the Rule for audits required under Chapter 190 of the Florida Statutes but which do not meet the thresholds of Chapter 218 of the Florida Statutes.

Additionally, the requirements for composition of the Auditor Selection Committee in Rule 3.2(2) have been amended to reflect legislation passed during the 2019 legislative session. Now, at

least one individual on the Committee must be a member of the Board; the Chairperson of the Committee must be a member of the Board; and an employee, chief executive officer, or chief financial officer of the District may not be a member of the Committee but may serve in an advisory capacity.

Contract Periods (Pages 34, 56, and 59)

Rules 3.2(8)(d), 3.8(5), and 3.9(4) have been amended to set the maximum contract period for auditing services, the maximum renewal period for contracts for the purchase of goods, supplies, materials, and the maximum renewal period for contracts for maintenance services at five (5) years. This will provide greater specificity to guide contract terms.

Suspension, Revocation, or Denial of Qualification (Pages 40–42)

Rule 3.4(3) has been added to specify the procedures to be used if the District wishes to suspend, revoke, or deny a pre-qualified vendor's pre-qualified status. It specifies what constitutes good cause for such suspension, revocation, or denial; the effect of the suspension, revocation, or denial; hearing procedures the District must follow; and factors influencing the time period of the suspension, revocation, or denial.

Protest Bonds (Pages 61–62)

Rule 3.11(1)(c) has been amended to require that both the requirement for and the amount of the protest bond be disclosed in the competitive solicitation documents, and to allow the amount of the bond to be any amount within the limits imposed by Florida law.

## Minor Changes

The following minor changes have also been made to the Rules:

Rule 1.1(1): This Rule has been amended to clarify requirements for Board members appointed or elected to elector seats. (Page 2).

Rule 1.1(2)(c) and (d): These Rules have been amended to include the words “at least” before the required amounts of the Secretary’s or Treasurer’s fidelity bonds or employee theft insurance policies to accommodate the possibility of greater amounts. (Page 4).

Rule 1.1(6): This Rule has been amended to include the Florida Constitution as a governing authority on voting conflicts of interest. This change reflects the recently passed Amendment 12 to the Florida Constitution. (Pages 5–6).

Rules 1.3(1)(e), (1)(d), (1)(f); and 3.2(9): These Rules were amended to allow inclusion of language substantially similar to that recited in the Rules. (Pages 10–11 and 34).

Rule 1.3(6): This Rule was amended to require the chair or vice chair to consult with the District Manager and District Counsel, if they are available, before calling an emergency meeting. (Page 12).

Rule 2.0(12)(d): This Rule has been amended to allow 90 days instead of 60 days for the Board to announce a decision on a petition for variance or waiver of its Rules. (Page 21).

Rule 3.0(3)(b): The dollar thresholds in this Rule have been increased to \$2,000,000 for a study activity when the fee for such Professional Services to the District does not exceed the increased amount of \$200,000, to reflect the current statutory thresholds. (Page 22).

Rules 3.1(4)(b), 3.6(2)(c)(ii)6., and 3.8(2)(k): The word “responsive” has been added to allow the Board to proceed with evaluating and selecting a proposal from the submissions if it receives fewer than three responsive proposals. (Pages 28, 49 and 55).

Rule 3.2(3)(b): “Understanding of scope of work” has been removed from the list of required factors used to evaluate auditing proposals. The District may still include this as an evaluation criterion if it wishes, but it is not required to do so. (Page 32).

Rule 3.2(7)(b): Language has been added to specify that if the Board does not select the highest-ranked qualified auditing firm, it must document in its records its reason for not doing so. (Page 33).

Rules 3.5(2)(e) and 3.6(2)(c)(ii)3.: “Reemployment assistance” has been added to the non-exclusive list of subjects of federal labor or employment laws of which violation may render a contractor ineligible to submit a bid, response, or proposal for a District project. (Pages 44 and 48).

Rule 3.11(6): Language was added specifying that the District may reject all qualifications, proposals, replies, or responses and start the competitive solicitation process anew if all of the bids, proposals, replies, and responses are too high. (Page 63).



**AMENDED AND RESTATED  
RULES OF PROCEDURE  
BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF \_\_\_\_\_, 20\_\_\_\_**

**TABLE OF CONTENTS**

Rule 1.0	General.....	2
Rule 1.1	Board of Supervisors; Officers and Voting. ....	3
Rule 1.2	District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.....	7
Rule 1.3	Public Meetings, Hearings, and Workshops.....	10
Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse .....	15
Rule 2.0	Rulemaking Proceedings. ....	16
Rule 3.0	Competitive Purchase.....	22
Rule 3.1	Procedure Under the Consultants' Competitive Negotiations Act.....	27
Rule 3.2	Procedure Regarding Auditor Selection .....	31
Rule 3.3	Purchase of Insurance.....	36
Rule 3.4	Pre-qualification.....	38
Rule 3.5	Construction Contracts, Not Design-Build.....	43
Rule 3.6	Construction Contracts, Design-Build.....	47
Rule 3.7	Payment and Performance Bonds. ....	52
Rule 3.8	Goods, Supplies, and Materials.....	53
Rule 3.9	Maintenance Services.....	57
Rule 3.10	Contractual Services.....	60
Rule 3.11	Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.....	61
Rule 4.0	Effective Date. ....	64

**Rule 1.0      General.**

- (1) The Bannon Lakes Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Rule 1.1 Board of Supervisors; Officers and Voting.**

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
  - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 112.3143, 190.006, 190.007, Fla. Stat.

**Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.**

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
  - (b) Official minutes of meetings, including adopted resolutions of the Board;
  - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d) Adopted engineer's reports;
  - (e) Adopted assessment methodologies/reports;
  - (f) Adopted disclosure of public financing;
  - (g) Limited Offering Memorandum for each financing undertaken by the District;
  - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i) District policies and rules;
  - (j) Fiscal year end audits; and
  - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed

as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
  
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce



the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

**Rule 1.3 Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 940-5850. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager
    - 1. Financial Report
    - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

**Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse**

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
  - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (c) Support economical and efficient operations; and
  - (d) Ensure reliability of financial records and reports; and
  - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 218.33(3), Fla. Stat.

**Rule 2.0 Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
  
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
  
  - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
  
- (3) Notice of Proceedings and Proposed Rules.
  - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing



by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
  - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
  - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
  - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
  - (iii) Regulate the course of the hearing, including any pre-hearing matters;
  - (iv) Enter orders; and
  - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variations and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;
    - (ii) The type of action requested;
    - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
    - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
  - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.035(2), Fla. Stat.

**Rule 3.0 Competitive Purchase.**

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
  - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
  - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
  - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) "Invitation to Bid" is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) "Invitation to Negotiate" means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.
- (l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.



- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
  
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
  - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;
  - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
  - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.033, 255.20, 287.055, Fla. Stat.

**Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.**

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
  
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
  - (a) Hold all required applicable state professional licenses in good standing;
  - (b) Hold all required applicable federal licenses in good standing, if any;
  - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
  - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the

right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
  - (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts: Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

### **Rule 3.2 Procedure Regarding Auditor Selection.**

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
  - (i) Ability of personnel;
  - (ii) Experience;
  - (iii) Ability to furnish the required services; and
  - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee



determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
  
- (7) Board Selection of Auditor.
  - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
  - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
  - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 119.0701, 218.33, 218.391, Fla. Stat.



**Rule 3.3 Purchase of Insurance.**

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 112.08, Fla. Stat.

**Rule 3.4 Pre-qualification**

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
  - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
  - ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
  - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
  - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
  - v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
  - vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.



- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
  - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
  - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
  - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
  - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
  - xii. The vendor or affiliate(s) has been convicted of a contract crime.
    - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
    - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.033, 255.0525, 255.20, Fla. Stat.

**Rule 3.5 Construction Contracts, Not Design-Build.**

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
  
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
  
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.6 Construction Contracts, Design-Build.**

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
  - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
  - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
  - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
    - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
    - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may



be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
  9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.7 Payment and Performance Bonds.**

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8 Goods, Supplies, and Materials.**

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
  
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  
  - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
  
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
  
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.



**Rule 3.9 Maintenance Services.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
  - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
  - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.  
**Law Implemented:** §§ 119.0701, 190.033, 287.017, Fla. Stat.

**Rule 3.10 Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
  
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

**Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.**

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
  - (a) Administer oaths and affirmations;
  - (b) Rule upon offers of proof and receive relevant evidence;
  - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 190.033, Fla. Stat.

**Rule 4.0      Effective Date.**

These Rules shall be effective \_\_\_\_\_, 20\_\_, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.



*EIGHTH ORDER OF BUSINESS*



5971 Powers Avenue, Suite 108  
 Jacksonville, FL 32217  
 (888) 767-0050  
 Fax: (888) 767-4018  
[www.lifesafeservices.com](http://www.lifesafeservices.com)

Company: BBX  
 Name: Daniel Simpson  
 Date: 10/16/2019

Automated External Defibrillators & Supplies:	Zoll Medical AED Plus	Defibtech	Philips Onsite	Cardiac Science G5
Purchase	\$1,495	\$1,515	\$1,160	\$1,675
<b>Discounted purchase price if selecting the service plan listed below</b>				
Purchase price with Service **	\$1,395	\$1,415	\$1,060	\$1,575
Case and AED Prep Kit **	<i>included</i>			
Wall Cabinet Pricing **	<i>upon request</i>			

\*\* Plus shipping & tax (if applicable)

**Service Programs:**

Standard Service Agreement (per unit)	\$200/year
---------------------------------------	------------

**Standard Service:** Includes semi-annual inspection and service of your aed unit, electrodes, battery, connectors and casing. Notation of unit upgrades or recalls. All documentation of AED inspections are consistently maintained and securely stored electronically and backed up with a hard copy. Documentation notes battery and electrode expiration dates and upgrades. Replacement parts and upgrades receive a discount off standard pricing.

Gina Campbell  
 Regional Manager  
 888.767.0050 ext. 29  
[gina@lifesafeservices.com](mailto:gina@lifesafeservices.com)  
[www.LifeSafeServices.com](http://www.LifeSafeServices.com)

*Save a Life, Learn CPR!*

LSS-017 / R05-08



# AED+PLUS<sup>®</sup>

The First and Only  
Full-Rescue AED

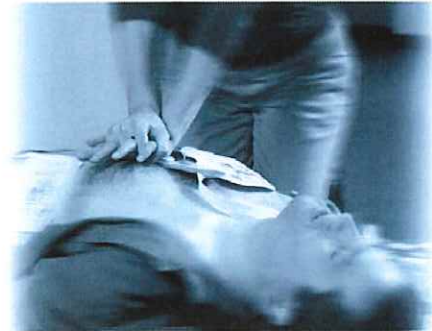


**ZOLL.**  
Advancing Resuscitation. Today.™

# What Good is an AED that Only Works Half the Time?

When a cardiac arrest occurs, the fact is that only half of the victims will need a shock. The other half require high-quality cardiopulmonary resuscitation (CPR).

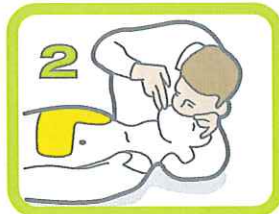
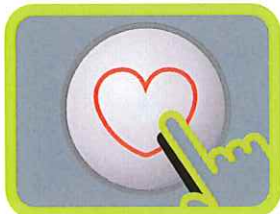
You deserve an automated external defibrillator (AED) that helps you all the time, one that can actually see when you are doing CPR and provide help. You need more than just commands without assistance. That's not smart, and it's certainly not help.



Only ZOLL®'s AED Plus® features Real CPR Help™, a tool that is able to actually see what you are doing and provide feedback to help you do it well. Audio and visual prompts help you rescue with confidence and clarity unmatched by any other AED.

Not pushing hard enough?	It will tell you to push harder.
Pushing hard enough?	It will say, "Good compressions."
Not pushing fast enough?	A metronome will lead you to the right rate.
	It will even show you the depth of each compression. In real time.
Not yet started?	The AED Plus will tell you again to get started.
Compressions stopped?	It will tell you to continue.

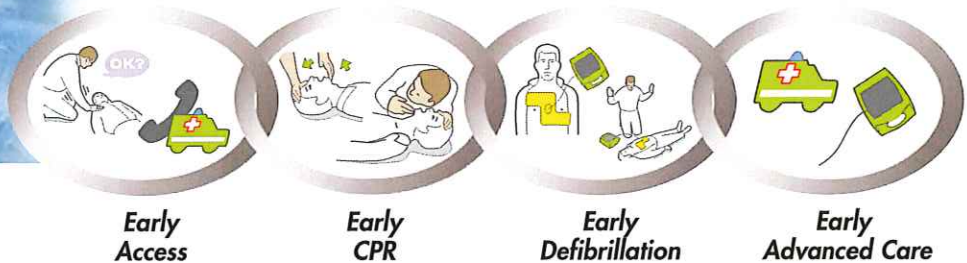
ZOLL believes an AED should not just deliver a shock. It should also help the rescuer provide high-quality CPR. That's why you need ZOLL's AED Plus with Real CPR Help.





# More than a Defibrillator A Full-Rescue AED

## AED PLUS<sup>®</sup>



### The Chain of Survival

The best way to increase the chance of saving sudden cardiac arrest (SCA) victims is to remember and follow every link in the Chain: Early Access, Early CPR, Early Defibrillation, and Early Advanced Care. Every step helps save lives. Any break in the Chain compromises survival.

Ordinary AEDs only defibrillate. Rapid defibrillation is a critical intervention to improve survival, but it is not enough. While roughly half of unresponsive collapsed victims need defibrillation, every one of them needs CPR.

Following the Chain of Survival requires more than just attaching electrodes and delivering a shock. From checking responsiveness, summoning help, and doing an "ABC" assessment (Airway, Breathing, Circulation) to CPR and defibrillation, the ZOLL AED Plus with Real CPR Help helps guide the rescuer through the entire effort to rescue SCA victims.

### The AED Plus Fully Supports the Rescuer

By focusing on the full Chain of Survival and providing Real CPR Help, the AED Plus is the first and only Full-Rescue AED.

*"AEDs are easy to use, while CPR and the ABCs remain difficult to perform. Based on adherence to the Chain of Survival guidelines, however, those who used the ZOLL device performed significantly better than those who used the other devices."<sup>3</sup>*



## Real CPR Help for Infrequent Rescuers When They Need it Most

### A Complete Road Map for Resuscitation

A picture is worth a thousand words. The AED Plus' unique graphical interface – pictures combined with text displays and voice prompts – helps rescuers every step of the way. Lights on the pictures draw the rescuer's attention to actions in the proper sequence. Text and voice prompts correspond to the pictures and help the rescuer perform every important life-saving action. These pictures and prompts assure that everything is done in order, and that shocks, if required, are delivered rapidly.

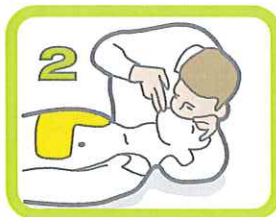
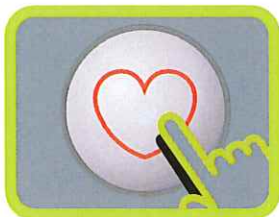
### One Electrode is Easier than Two

Ordinary AEDs require that the rescuer use two confusing electrodes. ZOLL's Full-Rescue AED features **CPR-D•padz™**, a one-piece, pre-connected pair of electrodes with Real CPR Help. By using CPR hand placement as the landmark, it is easy to place the **CPR-D•padz**, on the victim quickly. The **CPR-D•padz**, also last five years – the longest shelf life of any electrodes sold today.



### Intelligent Pediatric Capability

The ZOLL AED Plus can defibrillate children up to eight years of age, using the **pedi•padz® II** electrodes. When the **pedi•padz II** are connected, the AED Plus recognizes that a pediatric rescue is in progress. With ECG analysis developed specifically for a pediatric heart rate, coupled with appropriate defibrillation energy levels, the AED Plus can handle both adult and pediatric rescues.





## Only One AED Provides Real CPR Help

### Interactive Feedback for Rate and Depth

Inadequate compression rate and depth are common during CPR.<sup>4,5,6</sup> Adult victims need compressions at a rate of 100 per minute and at a depth of 1½ to 2 inches. Compressions must be done well to effectively move blood and oxygen.

ZOLL's Real CPR Help converts compression data instantaneously from the **CPR-D•padz**, and provides an adaptive metronome to help the rescuer with the proper rate and depth, saying "Push harder" or "Good compressions," as needed. It also shows CPR compression depth on the display. ZOLL's AED Plus is the only AED that can see your chest compressions and guide you to the correct rate and depth during CPR. No other AED provides Real CPR Help.



real **CPR** help™



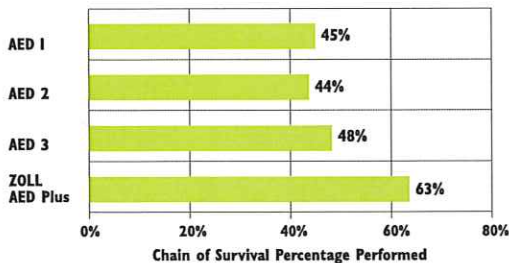
### Consumer Batteries for Convenience and Savings

The AED Plus is the only AED to use inexpensive, consumer lithium batteries that are easy to replace and last five years in stand-by mode.

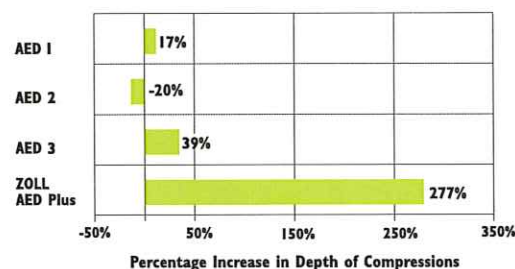
### ZOLL's Rectilinear Biphasic Waveform

The ZOLL Rectilinear Biphasic™ waveform (RBW) is the only biphasic waveform cleared by the FDA<sup>7</sup> to be labeled as clinically superior to monophasic waveforms for the conversion of ventricular fibrillation in high-impedance patients.<sup>8</sup> It allows the AED Plus to deliver more current than any other AED when it matters most.

### The ZOLL AED Plus Supports the Full Chain of Survival Best.<sup>9</sup>



### The ZOLL AED Plus Improves CPR Performance the Most.<sup>10</sup>





**ZOLL Medical Corporation  
Worldwide Headquarters**

269 Mill Road  
Chelmsford, MA 01824  
978-421-9655  
800-348-9011  
www.zoll.com

**ZOLL Direct Sales  
Subsidiaries**

**Australia**, +61 2 8424 8700  
www.zoll.com.au  
**Austria**, +43 650 413 6222  
www.zollmedical.at  
**Canada**, 905-629-5005  
www.zoll.com

**France**, +33 (1) 30 05 14 98  
www.zoll.fr

**Germany**, +49 2236 87 87 0  
www.zollmedical.de

**The Netherlands**, +31 (0) 488 41 11 83  
www.zoll.nl

**United Kingdom**, +44 (0) 1928 595 160  
www.zoll.com

For subsidiary addresses and  
fax numbers, as well as other  
global locations, please go to  
www.zoll.com/contacts.



AED Pro® (above right) provides advanced capabilities for BLS and ALS users, including EKG monitoring and manual defibrillation.

**References**

1. Hallstrom AP et al. The New England Journal of Medicine. 2004; 351:644.
2. 2005 American Heart Association Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care, Part 4: Adult Basic Life Support. Circulation. 2005;112 (suppl IV):IV-19.
3. Miller SG et al. Prehospital Emergency Care. 2004; 8:91(abstract).
4. Moser DK et al. American Journal of Emergency Medicine. 1990; 489-503.
5. Kern KB et al. Resuscitation. 1998; 39:179-188.
6. Handley AJ, Handley JA. Resuscitation. 1995; 30:237-241.
7. FDA 510(k) Clearance K990762.
8. M Series Operator's Guide, Rectilinear Biphasic Waveform Defibrillator Option Insert, 9650-0209-01:4-5. For defibrillation of VF. "... data also must demonstrate the superior efficacy of low energy rectilinear biphasic shocks in patients with high transthoracic impedance at 90%\* confidence level." \*Kerber R, et al. AHA Scientific Statement, Circulation. 1997; 95:1677-1682. For cardioversion of AF: "... data demonstrate the superior efficacy of low energy rectilinear biphasic shocks compared to high energy monophasic shocks for transthoracic cardioversion of atrial fibrillation."
9. Miller SG et al. Prehospital Emergency Care. 2004; 8:91(abstract).
10. Ibid.

With more than 25 years of experience in defibrillation, ZOLL is a pioneer in resuscitation solutions. ZOLL develops technologies to help advance the practice of resuscitation. With products for pacing, defibrillation, circulation, ventilation, data management, and fluid resuscitation, ZOLL provides a comprehensive set of technologies that can help clinicians, EMS professionals, and infrequent rescuers resuscitate sudden cardiac arrest and trauma victims.

**ZOLL.**  
Advancing Resuscitation. Today.™



Printed in U.S.A. 0207100  
9656-0156

©2007 ZOLL Medical Corporation. All rights reserved.  
"Advancing Resuscitation. Today.," CPR-D-padz, Real CPR Help, and Rectilinear Biphasic are trademarks of ZOLL Medical Corporation. ZOLL, AED Plus, AED Pro, and pedi-padz are registered trademarks of ZOLL Medical Corporation. All trademarks are the property of their respective owners.



# LIFELINE

Life-Saving Technology Within Reach



## LIFELINE AED Semi-automatic Defibrillator

Defibtech has designed a revolutionary new semi-automatic external defibrillator, from the ground up.

Technologically advanced enough to include all mission critical features necessary to provide the most advanced treatment for Sudden Cardiac Arrest. Yet so simple and unthreatening to use that even non-medical personnel can effectively save lives.

The Lifeline AED was developed by experienced multidisciplinary engineering teams and incorporates state-of-the-art digital signal processing techniques and advanced ECG analysis algorithms.

This enables the device to exceed the American Heart Association performance recommendations, giving the user confidence the correct therapy is being delivered.

The Lifeline AED defibrillator uses advanced biphasic technology — including the most studied biphasic shock waveform — and automatically adjusts the shock delivery to the person's individual needs.

For first response professionals like police, fire and EMS, the Lifeline AED is standard equipment. For schools, offices, stores, malls, factories, and public places, it's becoming as vital as the fire extinguisher.

**defibtech**

Defibtech, LLC • Guilford, CT 06437 1-203-453-4507  
1-866-DEFIB-4-U (1-866-333-4248) • [www.defibtech.com](http://www.defibtech.com)



# LIFELINE AED Semi-automatic Defibrillator

## Technical Specifications\*

### Defibrillator

#### TYPE

Semi-automatic external defibrillator

#### MODELS

DDU-100A, DDU-100E

#### WAVEFORM

Biphasic Truncated Exponential (Impedance compensated)

#### ENERGY

150-Joules (nominal into 50 ohm load)

#### CHARGE TIME (new, at 25° C)

Less than 6 seconds (DBP-2800 battery pack)  
Less than 9 seconds (DBP-1400 battery pack)

#### VOICE PROMPTS

Extensive voice prompts guide user through operation of the unit

#### CONTROLS

– Lighted On/Off button  
– Lighted Shock button

#### INDICATORS

– “check pads”  
– “do not touch patient”  
– “analyzing”  
– AED status LED

### Patient Analysis System

#### PATIENT ANALYSIS

Automatically evaluates patient impedance for proper pad contact. Monitors signal quality and analyzes patient ECG for shockable/non-shockable rhythms

#### SENSITIVITY/SPECIFICITY

Meets AAMI-DF-39 specifications and AHA recommendations

### Battery Pack

#### MODEL DBP-2800

#### POWER

15V, 2800 mAh

#### CAPACITY (new, at 25° C)

– 300 shocks or 16 hours continuous operation

#### STANDBY-LIFE (typical)

– 7 years

#### TYPE

– Lithium/Manganese Dioxide  
– Disposable, recyclable, non rechargeable

#### MODEL DBP-1400

#### POWER

15V, 1400 mAh

#### CAPACITY (new, at 25° C)

– 125 shocks or 8 hours continuous operation

#### STANDBY-LIFE (typical)

– 5 years

#### LOW BATTERY INDICATORS

– Visible  
– Audible

### Self Tests

#### AUTOMATIC

Automatic daily, weekly and monthly circuitry tests

#### BATTERY INSERTION

System integrity test on battery insertion

#### PAD PRESENCE

Pads preconnected tested daily

#### USER-INITIATED

Unit and battery pack system test may also be initiated by the user

#### STATUS INDICATION

Visual and audible indication of unit status

### Defibrillation/Monitoring Pads

#### MODEL

Adult – DDP-100  
Child/Infant – DDP-200P

#### TYPE

Pre-connected, single-use, non-polarized, disposable, self-adhesive electrodes with cable and connector

#### SURFACE AREA

103 cm<sup>2</sup> (nominal, each pad)  
50 cm<sup>2</sup> (nominal, each pad)

#### PAD PLACEMENT

Adult – Anterior/Anterior  
Child/Infant – Anterior/Posterior

#### CABLE LENGTH (typical)

48 in (122 cm)

### Event Documentation

#### INTERNAL EVENT RECORD

Critical ECG segments and rescue event parameters are recorded and can be downloaded to a removable data card

#### PC-BASED EVENT REVIEW

ECG with event tag display, and audio playback when available

#### REMOVABLE STORAGE

(optional) Up to 12 hours of ECG and event data storage (no audio option) or up to 1:40 of audio, ECG and event storage (audio option) on a removable data card. Actual length of storage is dependent on card capacity

### Environmental

#### TEMPERATURE

Operating:  
0 to 50°C (32 to 122°F)  
Standby (with battery installed):  
0 to 50°C (32 to 122°F)

#### RELATIVE HUMIDITY

Operating / Standby: 5% – 95% (non-condensing)

#### ALTITUDE

-500 to 15,000 ft (-150 to 4500 m) per MIL-STD-810F 500.4 Procedure II

#### VIBRATION

Ground (MIL-STD-810F 514.5 Category 20)

Helicopter (RTCA/DO-160D, Section 8.8.2, Cat R, Zone 2, Curve G)

Jet Aircraft (RTCA/DO-160D, Section 8, Cat H, Zone 2, Curves B & R)

#### SHOCK / DROP

#### ABUSE TOLERANCE

MIL-STD-810F 516.5 Procedure IV (1 meter, any edge, corner, or surface, in standby mode)

#### SEALING / WATER RESISTANCE

IEC60529 class IP54; Splash Proof, Dust Protected (Battery Pack installed)

#### ESD

EN61000-4-2: 1998, (open air up to 8kV or direct contact up to 6kV)

#### EMC (Emission)

EN60601-1-2 limits (1993), method EN55011: 1998 Group 1 Level B

#### EMC (Immunity)

EN60601-1-2 limits (1993), method EN61000-4-3: 1998 Level 3 (10V/m)

### Physical

#### SIZE

8.5 x 11.8 x 2.7 inches  
(22 x 30 x 7 cm)

#### WEIGHT (Approximate)

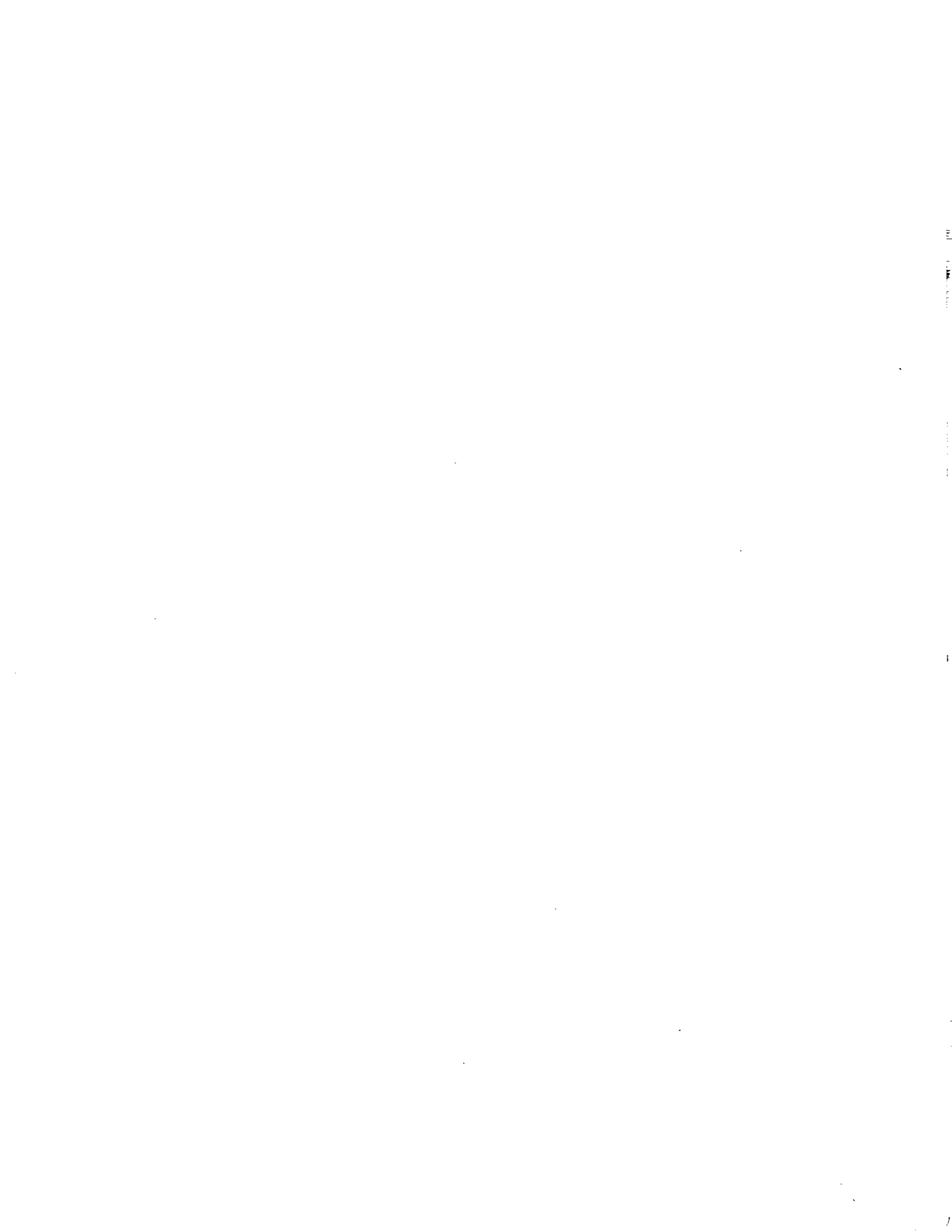
With DBP-1400: 4.2 lbs (1.9 kg)  
With DBP-2800: 4.4 lbs (2.0 kg)

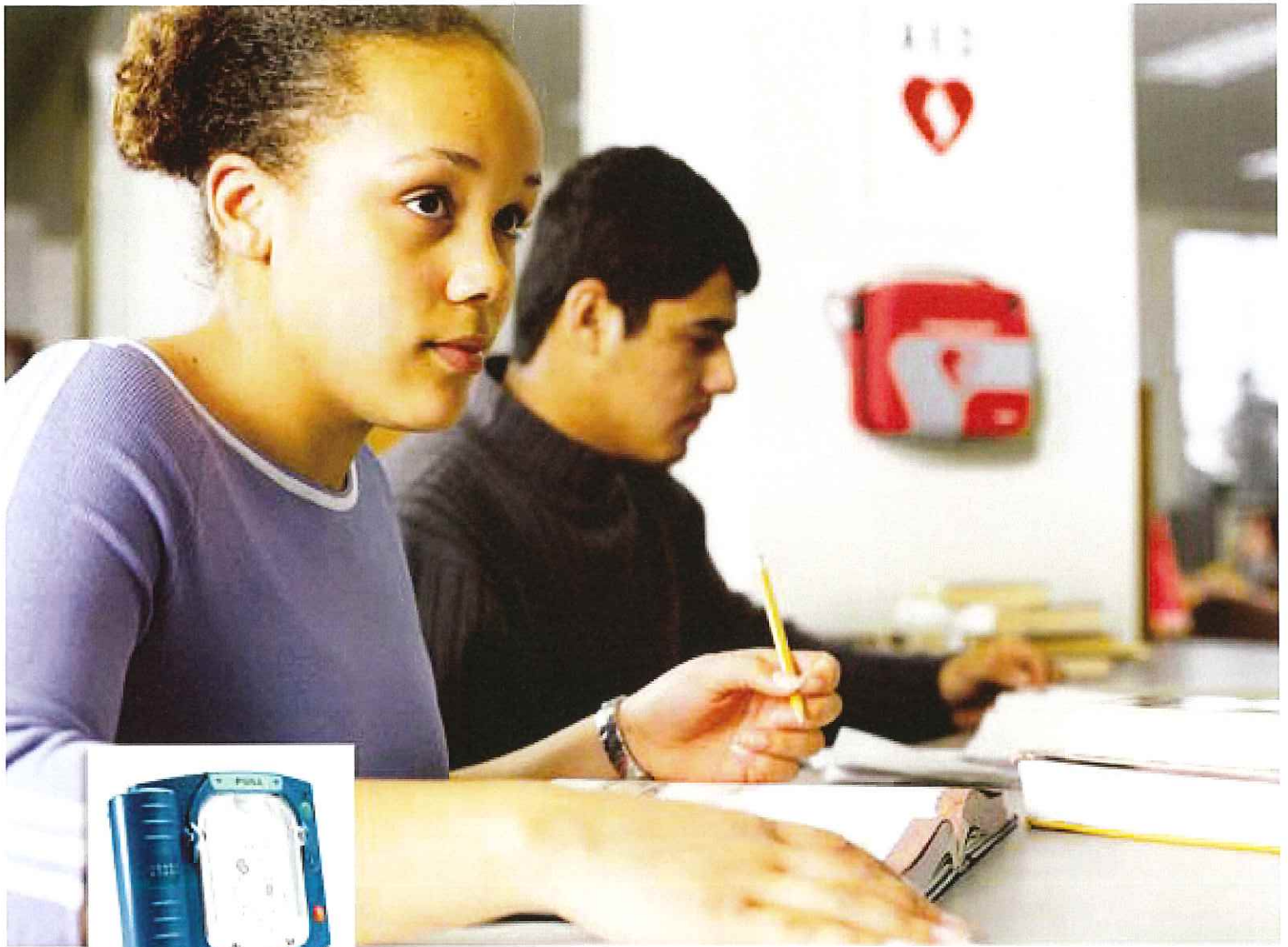
\*Specifications subject to change without notice

Defibtech, LLC • Guilford, CT 06437 1-203-453-4507  
1-866-DEFIB-4-U (1-866-333-4248) • www.defibtech.com



DAC-700 Rev. C





# For the ordinary person in the extraordinary moment

Philips HeartStart OnSite Defibrillator  
Product information

*Updated for Guidelines 2005*

**PHILIPS**



# Sudden cardiac anyone, anytime,



- The current U.S. survival rate for SCA is less than 5%.
- The likelihood of successful resuscitation decreases by about 10% with every minute that passes.
- An additional 40,000 lives could be saved each year in the U.S. alone with widespread access to defibrillators.

# arrest can happen to anywhere.

## Power to save a life

Each year sudden cardiac arrest (SCA) strikes approximately 340,000 people in the U.S. alone, and hundreds of thousands more worldwide. The majority of these people have no warning, since they show no prior symptoms. And sadly, fewer than 5% survive, often because emergency medical services cannot reach them in time.

SCA most often occurs when the electrical system of the heart becomes chaotic, causing it to stop beating effectively. Lacking proper blood flow, the person becomes unresponsive, stops breathing, and will die unless promptly treated. CPR is important, but it alone cannot restore a normal heart rhythm. A “shock” from a defibrillator is the

most effective way to restore the heart’s normal pumping rhythm. The victim’s best chance of survival is to receive that shock within 5 minutes of collapse. Just as seat belts or airbags do not save every life in a traffic accident, a defibrillator will not save every person who suffers a sudden cardiac arrest. Yet many lives could be saved if more people could be reached more quickly.

Philips HeartStart Defibrillators enable virtually anyone to treat the most common cause of SCA by delivering a shock quickly and effectively, wherever it happens – at work, at play, in the air – providing the power to save a life.





# The Philips HeartStart OnSite Defibrillator



Philips, the leader in portable defibrillation technology, designed the HeartStart OnSite Defibrillator for the ordinary person in the extraordinary moment. The first commercial defibrillator available without a prescription, the OnSite is designed to be the easiest to use and most reliable defibrillator available.<sup>1,2</sup> Our innovative technology, based on extensive research and user feedback, has produced a defibrillator so easy to use that you can potentially save the life of a coworker, friend, or anyone else stricken with sudden cardiac arrest.

Weighing just 3.3 lbs., this small and lightweight defibrillator can be easily carried to the victim's side. Using clear, calm voice instructions, the OnSite Defibrillator guides you through each step of defibrillation, including CPR Coaching. Integrated SMART Pads placed on the victim's bare skin transmit information to the defibrillator, which senses and adapts to your actions every step of the way.

HeartStart OnSite includes proven Philips technologies for heart rhythm assessment (SMART Analysis) and defibrillation energy delivery (SMART Biphasic). And like all HeartStart Defibrillators, it can be used to treat infants and children as well as adults.<sup>3</sup>

## The first defibrillator available without a prescription to commercial users

### Ready when needed

The OnSite has a long-life battery:

- 5-year shelf life plus 4-year installed life.
- The same battery technology used with confidence in millions of cameras.

Automatic self-tests help ensure continued readiness:

- Daily self-tests check electrical components, subsystems and battery.
- A self-test also verifies that the pads cartridge is installed and in working order.
- A blinking green "Ready" light means the OnSite has passed its last self-test, so you can be confident the defibrillator is ready for use.

### Easy to use

Using the HeartStart OnSite Defibrillator is simple. Pulling the green handle activates the defibrillator and voice instructions. These instructions are paced to your actions, to help guide you through the entire process – from placing each pad on the patient to delivering a defibrillation shock.



### HeartStart OnSite determines if a heart rhythm is shockable.

- If a shock is indicated, the defibrillator directs you to press the flashing orange Shock button. Then HeartStart OnSite delivers a dose of low-energy biphasic therapy, a highly-effective defibrillation waveform that is also gentle to the heart.
- If a shock is not indicated, the OnSite Defibrillator instructs you to perform CPR. While performing CPR,

the defibrillator's voice instructions can be activated to coach you on the frequency and depth of compressions as well as breaths. HeartStart OnSite also reminds you to call emergency medical services (EMS). And should EMS need a summary of care, it can be retrieved from the defibrillator's internal memory. An EMS provider simply presses the i-button and HeartStart OnSite verbally recounts events from its last clinical use.

## Designed to help save a life in extraordinary circumstances

### Lightweight

Just 3.3 pounds fully equipped.

### Intuitive

Clean design and clear voice instructions, including CPR Coaching, instill the confidence that's needed when treating a person in cardiac arrest.

### Effective

Patented SMART Analysis heart rhythm assessment and SMART Biphasic defibrillation therapy, clinically proven in nearly 10 years of use. No other external defibrillation therapy has been supported by more published clinical data.<sup>9</sup>

And with patented Quick Shock, the OnSite is fastest in class at delivering a shock after CPR. Studies show that minimizing time to shock after CPR may improve survival.<sup>4,5,6,7,8</sup> As American Heart Association Guidelines 2005 notes, "Reduction in the interval from compression to shock delivery by even a few seconds can increase the probability of shock success."<sup>10</sup>

### Replaceable SMART Pads Cartridges

The cartridge contains two adhesive pads that are placed on the patient's bare skin as indicated by the pictures on the pads. The pads are "smart" because they sense when they have been removed from the cartridge and when each has been applied to the patient, adjusting the voice instructions to your actions.

The HeartStart OnSite can be used on patients of any age, including infants and children. OnSite senses when the special infant/child SMART Pads Cartridge is installed. It automatically adjusts to use a lower energy level more appropriate for infants and children, and also provides coaching for performing infant/child CPR.

To practice your skills, a special training pads cartridge (adult or infant/child) can be installed in the defibrillator. It suspends the defibrillator's ability to shock, while walking you through patient care scenarios.





# Product specifications

<b>Defibrillator</b>		<b>Battery (M5070A)</b>	
Defibrillator Model	HeartStart M5066A	Type	9 Volt DC, 4.2Ah, composed of disposable long-life lithium manganese dioxide primary cells.
Defibrillator Family	HSI	Capacity	Minimum 200 shocks or 4 hours of operating time (EN 60601-2-4:2003)
How Supplied	Defibrillator, Owner's Manual, battery, 1 adult SMART Pads cartridge, Quick Reference Guide and Quick Start poster	Install-by Date	Battery is labeled with an install-by date of at least five years from date of manufacture.
Waveform	Truncated Exponential Biphasic. Waveform parameters adjusted as a function of each patient's impedance.	Standby Life	Four years typical when battery is installed by the install-by date. (Will power the AED in standby state within the specified standby temperature range, assuming one battery insertion test and no defibrillation uses.)
Energy	Single energy output. Adult: nominal 150 Joules into a 50 ohm load. Infant/Child: nominal 50 Joules into a 50 ohm load. Automatically set based on type of SMART Pads cartridge installed.	<b>SMART Pads</b>	
Shock-to-Shock Cycle Time	Typically less than 20 seconds between shocks in a series.	Adult SMART Pads Cartridge	M5071A defibrillation pads for patients 8 years of age and older or 55 lbs. (25 kg) and over.
Quick Shock	Able to deliver a shock after the end of a CPR interval, typically in eight seconds.	Infant/Child SMART Pads Cartridge	M5072A defibrillation pads for patients under 8 years of age or 55 lbs. (25 kg). Rx only.
Voice Instructions	Detailed voice messages guide responder through use of the defibrillator.	Energy Delivered	Adult: nominal 150 Joules into a 50 ohm load Infant/Child: nominal 50 Joules into a 50 ohm load
CPR Coaching	Instructions for adult and infant/child CPR available at user's option.	How Supplied	Disposable cartridge, containing adhesive defibrillation pads, clicks into defibrillator for an integrated pads solution.
Shock Delivery	Via adhesive pads placed on patient's bare skin as illustrated on pads.	Active Surface Area	13.2 in <sup>2</sup> (85 cm <sup>2</sup> ) each
Controls	Green SMART Pads cartridge handle, green On/Off button, blue i-button, orange Shock button	Cable Length	Adult pads: 54 in (137.1 cm) Infant/Child pads: 40 in (101.6 cm)
Indicators	Ready light; blue i-button; caution light	Use-by Date	Cartridge is labeled with a use-by date of at least two years from date of manufacture.
<b>Physical Specifications</b>		<b>Training Pads</b>	
Size	2.8 x 7.4 x 8.3 inches (7 x 19 x 21 cm) H x D x W	Adult Training Pads Cartridge	M5073A
Weight	With battery and pads case: 3.3 lbs. (1.5 kg) Without battery or pads case: 2.4 lbs. (1 kg)	Infant/Child Training Pads Cartridge	M5074A
<b>Environmental/Physical Requirements</b>		Function	Special pads put HeartStart OnSite into training mode and disable its energy delivery capability. Training pads feature 8 real-world training scripts. Used with training mat (included) or with adapters on manikins.
Sealing	Solid objects per EN60529 class IP2X Drip-proof per EN60529 class IPX1	<b>Automated and User-activated Self-tests</b>	
Temperature	Operating: 32° - 122° F (0° - 50° C) Standby: 50° - 109° F (10° - 43° C)	Daily Automatic Self-tests	Tests internal circuitry, waveform delivery system, pads cartridge and battery capacity.
Humidity	Operating: 0% to 95% relative, non-condensing Standby: 0% to 75% relative, non-condensing	Pads Integrity Test	Specifically tests readiness-for-use of pads (gel moisture).
Altitude	Operating: 0 to 15,000 feet Standby: 0 to 8,500 feet > 48 hours and 8,500 to 15,000 feet < 48 hours	Battery Insertion Test	Upon battery insertion, extensive automatic self-tests and user-interactive test check device readiness.
Shock/Drop Abuse	Withstands 1 meter drop to any edge, corner or surface.	Status Indicator	Blinking green "Ready" light indicates ready for use. Audible "chirp" indicates need for maintenance.
Vibration	Meets EN1789 random and swept sine, road ambulance specification in operating and standby states.	<b>Data Recording and Transmission</b>	
EMI (Radiated/Immunity)	Meets EN55011 Group 1 Level B Class B and EN61000-4-3.	Infrared	Wireless transmission of event data to a PC or Palm® PDA, using the IrDA protocol.
<b>Patient Analysis System</b>		Data Stored	First 15 minutes of ECG and the entire incident's events and analysis decisions.
Patient Analysis	Evaluates patient ECG to determine if a rhythm is shockable. Rhythms considered shockable are ventricular fibrillation (VF) and certain ventricular tachycardias (VT) associated with lack of circulation. For safety reasons, some VT rhythms associated with circulation will not be interpreted as shockable, and some very low-amplitude or low-frequency rhythms will not be interpreted as shockable VF.	* Refer to the HeartStart OnSite Defibrillator Owner's Manual for detailed product instructions. All specifications based on 25° C unless otherwise noted. The defibrillator and its accessories are made of latex-free materials.	
Sensitivity/Specificity	Meets AAMI DF80 guidelines and AHA recommendations for adult defibrillation (Circulation 1997;95:1677-1682).		
Artifact Detection	The effects of pacemaker artifact and electrical noise are minimized with artifact detection.		

**Philips Medical Systems is part of  
Royal Philips Electronics**

**Interested?**

Would you like to know more about our innovative products? Please do not hesitate to contact us.

We would be glad to hear from you.

**On the web**

[www.philips.com/heartstart](http://www.philips.com/heartstart)

**Via email**

[medical@philips.com](mailto:medical@philips.com)

**By fax**

+31 40 27 64 887

**By postal service**

Philips Medical Systems  
3000 Minuteman Road  
Andover, MA 01810-1085

**By phone**

Asia

Tel: +852 2821 5888

Europe, Middle East, Africa

Tel: +49 7031 4632121

Latin America

Tel: +55 11 2125 0764

North America

Tel: +1 800 453 6860

**Philips—The trusted choice**

- A Fortune Global 500 company, Philips is one of the world's largest medical products companies with annual revenue of over \$7 billion.
- With over 350,000 automated external defibrillators installed, Philips is the leader in public access defibrillation.<sup>11</sup>
- Over 7 billion HeartStart Defibrillator service hours have been logged, with an additional 7 million added every day.
- Over 17% of Fortune 1000 companies, 8 out of 10 major airlines, and 43 professional sports teams rely on Philips HeartStart Defibrillators.

The HeartStart OnSite Defibrillator is the first defibrillator available for commercial and institutional users without a prescription. As the leader in innovative defibrillation technology, Philips is committed to making defibrillators more widely available so that more lives can be saved. Now with over-the-counter status, Philips is making it easier for companies and organizations to institute early defibrillation programs.

Defibrillators are one part of a well-planned resuscitation program, which also should include responder training in CPR and AED use. Philips recommends medical oversight of your early defibrillation program by a physician or other authorized medical practitioner. Consult your state and local requirements regarding owning and operating defibrillators, and medical oversight.

**HeartStart user considerations**

- You cannot use the HeartStart OnSite to treat yourself.
- Responding to cardiac arrest may require you to kneel.

To learn more about the HeartStart OnSite Defibrillator and Philips Medical Systems, visit [www.philips.com/heartstart](http://www.philips.com/heartstart) or call 1-800-453-6860.

**References**

- <sup>1</sup> Andre, et al. Automated External Defibrillator Use by Untrained Bystanders: Can the Public-use Model Work? *Prehospital Emergency Care* 2004;8:284-291.
- <sup>2</sup> Snyder, Time to Shock vs Voice Prompt Duration: Optimization of Defibrillators for Public Access and Home Deployment. 6th Scientific Congress of the European Resuscitation Council, Oct 2002.
- <sup>3</sup> The Infant/Child pads cartridge is sold separately, and available only under the order of a physician.
- <sup>4</sup> Yu et al. Adverse Outcomes of Interrupted Precordial Compression During Automated Defibrillation. *Circulation* 2002; 106:368-372.
- <sup>5</sup> Efesoğlu T, Sunde K, Steen PA. Effects of Interrupting Precordial Compressions in the Calculated Probability of Defibrillation Success During Out-of-Hospital Cardiac Arrest. *Circulation* 2002; 105:2270-2273.
- <sup>6</sup> Snyder et al. Biphasic Defibrillation Waveform Combined with AED-Imposed "Hands-Off" Intervals Significantly Affect Outcome Following Prolonged Cardiac Arrest. Abstract from 7th Scientific Congress of the European Council, 2004.
- <sup>7</sup> Snyder & Morgan. CPR Interruption Interval Varies Widely Among Commercially Available AEDs. Abstract from 7th Scientific Congress of the European Council, 2004.
- <sup>8</sup> Snyder, D.E. and Morgan, C. Wide Variations in Cardiopulmonary Resuscitation Intervals Among Commercially Available Automated External Defibrillators May Affect Survival Despite High Defibrillation Efficacy. *Critical Care Medicine*. 2004;32(9) Supplement:S421-S424.
- <sup>9</sup> Philips Medical Systems. SMART Biphasic Studies, listed alphabetically by study author.
- <sup>10</sup> American Heart Association. 2005 American Heart Association Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care. *Circulation*. 2005. 112:IV-36.
- <sup>11</sup> Frost & Sullivan, 2005.



© 2007 Koninklijke Philips Electronics N.V.  
All rights are reserved.

Philips Medical Systems Nederland B.V. reserves the right to make changes in specifications and/or to discontinue any product at any time without notice or obligation and will not be liable for any consequences resulting from the use of this publication.

Printed in the Netherlands  
4522 962 16731/861 \* JAN 2007

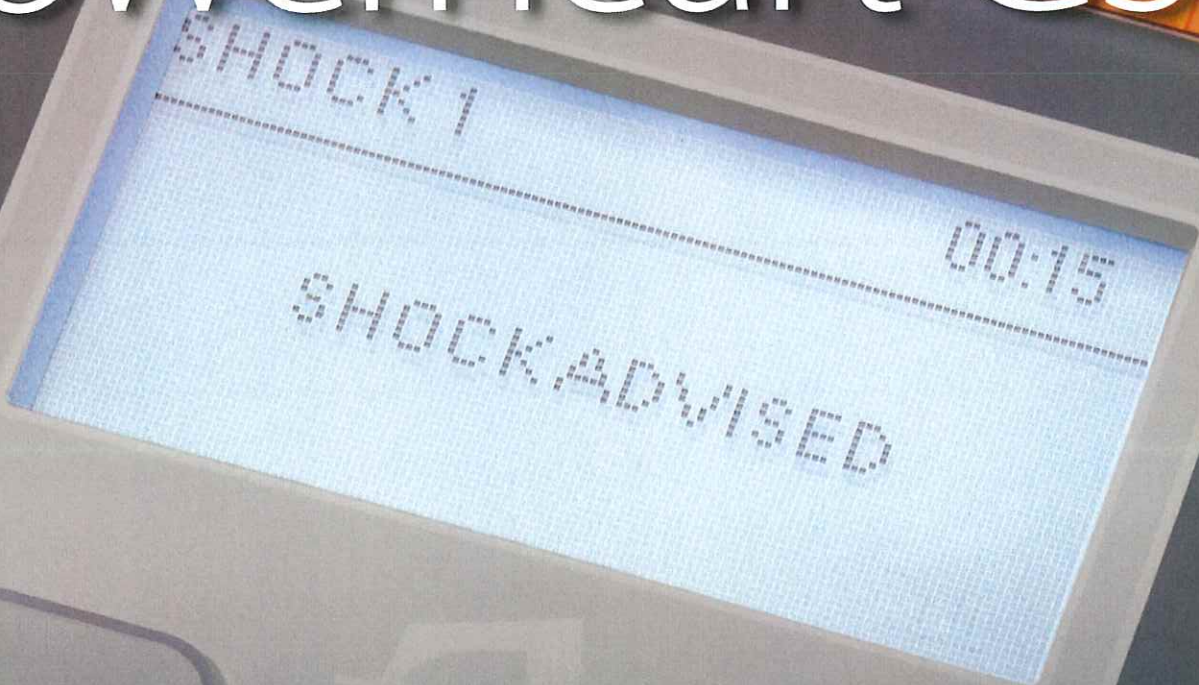






Power to Believe. Power to Act.

# Powerheart<sup>®</sup> G5.



AUTOMATIC

[www.cardiacscience.com/powerheartg5](http://www.cardiacscience.com/powerheartg5)

## The Powerheart® G5

# Empowering Rescuers at Every Level to Save Lives

Whether you are an experienced rescuer or a first-time responder, the Powerheart G5 automated external defibrillator (AED) provides a powerful combination of features that help rescuers provide sudden cardiac arrest (SCA) victims with swift, effective, and life-saving therapy. The Powerheart G5 is the first FDA-cleared AED to combine fully automatic shock delivery, dual-language functionality, variable escalating energy, and fast shock times to help save an SCA victim's life.

### Easy without compromise

Perform each step of the rescue with user-paced instruction from RescueCoach™ voice and text prompts. Pads can be placed on either side of a victim's chest, and the Powerheart G5 only provides an automatic shock when it is required. After the rescue, extract event data immediately from a USB port.

### Reliable and rugged

Know your Powerheart G5 will be ready when called upon thanks to the highly visible Rescue Ready® indicator that communicates rescue status and confirms that the internal circuitry, medical-grade battery, and rescue pads have passed daily, weekly, and monthly self-tests. In fact, a collective 4,100 hours of Rescue Ready self-tests around the world are performed each day. The durable G5 has been tested to military standards and features an IP55 rating for protection against dust and water.







### Effective CPR made easy

Optional Intellisense™ CPR Feedback monitors the quality of both chest compression depth and rate. If either compression rate or depth is outside of the 2015 American Heart Association acceptable parameters, the rescuer will receive a short corrective prompt to ensure effectiveness. Simple place-and-press design ensures effective CPR.

### Peace of mind

Rest easy as the Powerheart G5 is built to last with an 8-year warranty, a strong indemnification policy, and a 4-year full operational performance guarantee on Intellisense® medical grade non-rechargeable batteries. Feel confident knowing your AED provider has pioneered AED technology for over 20 years and helped deployed a half-million Powerheart AEDs around the world.

### Incredibly smart

Feel confident when performing the rescue as the G5 customizes the shock to deliver the appropriate energy needed for each patient. Defibrillation energy automatically escalates if additional shocks are needed with a fast shock time of 10 seconds or less. If more than one shock is required, the AED does not repeat the same effort. Rather, it increases the energy input to an appropriate higher level.

### Fluent in two languages

Touch a button to change the voice prompts to one of the chosen languages without restarting or delaying the rescue.

# Powerheart® G5 AED

## TECHNICAL SPECIFICATIONS

<b>DEFIBRILLATOR</b>	
Operations	Fully automatic and semi-automatic versions
Waveform	STAR® biphasic truncated exponential
Therapy range (J)	95J to 354J (adult)
Fast shock feature	Able to deliver a shock after the end of a CPR cycle in 10 seconds or less
Voice prompts	RescueCoach™ prompts provide user-paced instruction. Optional Intellisense™ CPR Feedback provides corrective voice prompts for both rate and depth.
Text screen	Displays rescue prompts and critical rescue information. Optional Intellisense CPR Feedback provides corrective text prompts for both rate and depth.
Audible alerts	Voice prompt, system alert
Synchronized shock	Built-in automatic synchronization feature
Pacemaker pulse detection	Yes
Pediatric capability	Therapy range (VE) 22J to 82J, pediatric prompts
Dual language	Latin American Spanish or French Canadian (optional)*
Customizable	Voice prompt, CPR protocol, optional CPR Feedback device settings, and shock protocols via AED Manager
CPR	Metronome for CPR compression rate
Visible indicators	Rescue Ready® indicator, battery, service, and pad status
Warranty	8 years
<b>PHYSICAL / ENVIRONMENTAL</b>	
Dimensions (H x W x D)	3.4 in x 9.0 in x 11.8 in (9 cm x 23 cm x 30 cm)
Weight	5.7 lbs (2.6 kg), including battery and pads
Dust/water resistance	IP55 (IEC 60529)
Operating temperature	32 °F to +122 °F (0 °C to 50 °C)
Altitude	-1,253 ft (-382 m) to 15,073 ft (4,594 m)
Drop	MIL-STD-810G, 516.6 (Procedure IV) for 1.22 m drop
Shocks	MIL-STD-810G, 516.6 (Procedure 1)
Vibration (sine and random)	MIL-STD-810G, 514.6 (Procedure 1, Cat 24)
EMI (radiated/immunity)	IEC 60601-2-4
<b>PADS</b>	
Intellisense CPR Feedback	Disposable, non-polarized pads with CPR feedback sensor
Standard Defibrillation Pads	Disposable, non-polarized (pads can be placed in either position)
Shelf life	2 years
<b>BATTERY</b>	
Guarantee	4-year, full operational replacement
Capacity	420 shocks (typical) at 300VE
<b>AUTOMATIC SELF-TESTS</b>	
Daily, weekly, and monthly	Electrical circuitry, AED software, medical grade battery, and defibrillation pads (presence and function)
Weekly	Includes partial energy charge
Monthly	Includes full energy charge cycle
<b>EVENT DOCUMENTATION</b>	
Internal memory	90 minutes of rescue data, multiple rescue functionality
ECG, CPR compression and rescue review	Viewable via AED Manager reporting and configuration software
Communications	USB cable or USB memory stick

\*Check for availability in your area.

## At the Heart of Saving Lives®

Cardiac Science Corporation • N7 W22025 Johnson Drive, Suite 100, Waukesha, WI 53186 USA  
+1.262.953.3500 • US toll-free +1.800.426.0337 • Fax: +1.262.953.3499

Orders and Customer Care • +1.262.953.3500 • US toll-free +1.800.426.0337 • Fax: +1.262.798.8292 • care@cardiacscience.com

Technical Support • (US) Fax: +1.262.798.5236 • technicalsupport@cardiacscience.com • (International) internationalservice@cardiacscience.com

© 2016 Cardiac Science Corporation. All rights reserved. Cardiac Science, "At the Heart of Saving Lives," the shielded heart logo, Intellisense, Powerheart, Rescue Ready, RescueCoach, and STAR are trademarks of Cardiac Science Corporation.  
0086 MKT-04786-01.rD



*NINTH ORDER OF BUSINESS*









PO Box 51289  
 Jacksonville Beach Fl. 32240  
 (904) 220-3337,  
 Info@krystalklean.com

# Estimate

<b>ESTIMATE #</b>	26072072
<b>DATE</b>	
<b>PO #</b>	

<b>CUSTOMER</b>
Riverside Management Services Brian Stevens 9655 Florida Mining Boulevard West Ste 305 Jacksonville, FL, 32257 (904) 627-9271 bstephens@riversidemgtsvc.com

<b>SERVICE LOCATION</b>
Riverside Management Services 435 Bannon Lakes Boulevard A - B St. Augustine, FL, 32095 (904) 627-9271 bstephens@riversidemgtsvc.com

<b>DESCRIPTION</b>
Pressure wash both buildings

<b>Description</b>	<b>Qty</b>	<b>Rate</b>	<b>Total</b>
<b>Commercial Pressure Washing</b> 435 A: Pressure wash fitness center building and clean windows free of cleaning solutions (hardwater/ mineral deposit removal not included) bring plastic for card swipe devices. -Pressure wash surfaces with moderate heat, regulated pressure, and a balanced anti-microbial solution to remove organic build-up. Some stains may not be fully removable from surfaces being cleaned. -Please review any specific concerns with your Krystal Klean estimator so we arrive prepared to meet your needs. -Technicians work safely to protect customer property and the surrounding environment. -Technicians will inspect surfaces to identify potential water intrusion points and give recommendations for waterproofing, painting, or sealing. Cleaning methods may be adjusted depending on surface conditions.	1.00	\$380.00	\$380.00
<b>Commercial Pressure Washing</b> 435 B: Pressure wash exterior of large community building, use lift to get as much of the high areas as possible cleaned. BRING PLASTIC FOR OUTDOOR TELEVISION AND CARD SWIPE ENTRANCE DEVICES Clean windows free of dirt and cleaning solutions, hardwater mineral deposit removal not included -Pressure wash surfaces with moderate heat, regulated pressure, and a balanced anti-microbial solution to remove organic build-up. Some stains may not be fully removable from surfaces being cleaned. -Please review any specific concerns with your Krystal Klean estimator so we arrive prepared to meet your needs.	1.00	\$1,490.00	\$1,490.00

-Technicians work safely to protect customer property and the surrounding environment.  
 -Technicians will inspect surfaces to identify potential water intrusion points and give recommendations for waterproofing, painting, or sealing. Cleaning methods may be adjusted depending on surface conditions.

<b>26' Scissor Lift ELEC</b> JLG 2632ES - 26' Narrow Electric Scissor Lift Day: \$170, Week: \$395, Month: \$645 Weight: 4635 lbs Width: 2' 8" Wide Asset# 1186 Serial# 0200001445	1.00	\$170.00	\$170.00
<b>Equipment Transportation up to 8,000 lbs</b> Transportation of lifts up to 8,000 lbs to or from job	2.00	\$95.00	\$190.00
St Johns		6.50%	\$0.00

**Estimate Total: \$2,230.00**

**CUSTOMER MESSAGE**

Thank you for the opportunity to serve you!

Krystal Klean upholds the highest industry standards for glass cleaning tools and methods but must inform and educate its customers about the inherent risk of scratches when cleaning glass. Given the facts below, Krystal Klean cannot be held liable for glass scratches. Minuscule glass particles (or "glass fines") may exist on the pane surface. This flaw is common for tempered or hurricane-proof glass often installed in Florida. During a normal cleaning process, these glass fines can break off and cause hairline scratches. Removal of paint, adhesives, calcium deposits, or construction debris may require the use of scrubbing pads or scrapers, which increases the risk of scratched glass, and is a separate service from standard window cleaning. When cleaning glass to remove calcium deposits, some brands of tinted or soft glass may be micro-scratched with vinyl buffing pads. Preexisting scratches may be visible or apparent after the glass is cleaned.

Terms of payment: The total amount stated is due upon completion. Where applicable, credit cards will be charged for the total amount upon completion based on the credit card information provided in advance. All late payments (over 30 days) may bear interest at the highest rate permissible under Florida law calculated daily and compounded monthly. Customer shall also be responsible for paying all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.







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

# Proposal

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

Project Name

## Bannon Lakes Amenity Center

Proposal #	Project #	Rep.	Attention	Terms	Date
01081	M101	AK	Brian Stephens	Net 30	7/17/2019

Description	Qty	Unit Price	Total	Comments
<b>Replace Oak Trees at Amenity Center</b>				
Oak, Southern Live (Quercus virginiana) 6" Cal. 15'-18' Ht.	1	1,380.00	1,380.00	
Oak, Southern Live (Quercus virginiana), 4" Cal. 12' Ht.	1	765.00	765.00	
			<b>Total:</b>	<b>\$2,145.00</b>

\*Prices are good for 30 days.

Approved by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

*TENTH ORDER OF BUSINESS*



## Email Transmittal Sheet

**Date:** August 13, 2019

**To:** Brian Stephens

**Recipient's Email:** [bstephens@riversidemgtsvc.com](mailto:bstephens@riversidemgtsvc.com)

**From:** Melissa Reed

**Number of Pages to Follow:**     0    

Please call 904-268-0888 or fax to 904-282-3339 if you do not receive all pages or if any of this transmittal is illegible.

**RE:** Bannon Lakes Tenn-Air Windscreen

We can provide 383' of 6' in height Green Tenn-Air windscreen with heat cut vents for a total price of \$1834.00.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## Email Transmittal Sheet

**Date:** August 13, 2019

**To:** Brian Stephens

**Recipient's Email:** [bstephens@riversidemgtsvc.com](mailto:bstephens@riversidemgtsvc.com)

**From:** Melissa Reed

**Number of Pages to Follow:** 0

Please call 904-268-0888 or fax to 904-282-3339 if you do not receive all pages or if any of this transmittal is illegible.

**RE:** Bannon Lakes Tenn-Air Pro Windscreen

We can provide 383' of 6' in height Green Tenn-Air Pro windscreen with heat cut vents for a total price of **\$1873.00**.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Email Transmittal Sheet

**Date:** August 13, 2019

**To:** Brian Stephens

**Recipient's Email:** [bstephens@riversidemgtsvc.com](mailto:bstephens@riversidemgtsvc.com)

**From:** Melissa Reed

**Number of Pages to Follow:**     0    

Please call 904-268-0888 or fax to 904-282-3339 if you do not receive all pages or if any of this transmittal is illegible.

**RE:** Bannon Lakes Dura-Air Windscreen

We can provide 383' of 6' in height Green Dura-Air windscreen with heat cut vents for a total price of \$2107.00.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*ELEVENTH ORDER OF BUSINESS*

Quote#

3366216 - 1R



Date 17-OCT-2019 Expires 15-JAN-2020



**Ship To**

BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT  
435 BANNON LAKES BLVD  
SAINT AUGUSTINE, ST JOHNS  
FL 32092  
United States

**Contact :**

O:  
M:  
F:  
Email:

**Sales Representative**

COREY HEFLIN  
O: 407-902-4446  
M: 407-902-4446  
F: 317-536-3574  
Email: Corey.Heflin@Lifefitness.com

**Bill To**

BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT  
435 BANNON LAKES BLVD  
SAINT AUGUSTINE, ST JOHNS  
FL 32092  
US

**Contact :**

O:  
M:  
F:  
Email:

**Life Fitness**

Phone: Main (847) 288-3300  
Toll Free (800) 735-3867  
Life Fitness  
9525 Bryn Mawr Avenue  
Rosemont, IL 60018  
USA

**Onsite Contact and Delivery Information**

Email:  
Phone:  
Shipment Priority:  
Customer Requested Delivery Date:

Line	Item	Qty	Unit Price	Unit Discount	Unit Price Selling	Total Price Selling
1	INPMSC LIFE FITNESS POWERMILL C CONSOLE - PowerMill Base/INTY C LED PM WLAN/Silver Int Handlebar Kit PowerMill	1	8,999.00	-3,149.65	5,849.35	5,849.35

**Quote#** 3366216 - 1R

Date 17-OCT-2019 Expires 15-JAN-2020



PO Number		Subtotal	
Payment Type		List Price	8,999.00
Payment Terms	NET 30	Total Adjustment	-3,149.65
Freight Terms		Selling Price	5,849.35
FOB			
		<b>Freight/Fuel/Installation</b>	<b>437.69</b>
		<b>Tax</b>	<b>TAXES AS APPLICABLE</b>
		<b>Total(USD)</b>	<b>6,287.04</b>

Notes:

This is a draft quote and not a contract - Subject to management approval



Quote#

3366216 - 1R

Date 17-OCT-2019 Expires 15-JAN-2020

LifeFitness

HAMMER  
STRENGTH

SCYBEX

INDOOR CYCLING  
GROUP

SCIFIT

BRUNSWICK  
BILLIARDS

Page 3/3

**ADDITIONAL TERMS OF SALE:**

1. By accepting this Quote, Customer agrees (a) to be bound by the terms hereof and Life Fitness' standard Terms and Conditions of Sale found at <https://lifefitness.com/terms-conditions-of-sale>; and (b) as applicable, to allow the transaction to proceed without a Customer-issued purchase order or other form of purchase agreement as a condition for payment.
2. Life Fitness RECOMMENDS that all strength training equipment be secured to the floor to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness also REQUIRES that certain pieces of strength training equipment be secured to the floor. Please contact our Customer Service Department or your account representative for specific details.
3. All shipments of Products shall be F.O.B., Life Fitness' dock.
4. Life Fitness will issue an invoice corresponding to this Quote upon shipment.
5. Life Fitness may ship partial orders.
6. Any additional or different terms or conditions which appear on purchaser's document (including its Purchase Orders) that are inconsistent with the Life Fitness Terms and Conditions of Sale shall be voided and of no effect.
7. Orders canceled by Customer after shipment (or after production starts for "Built-To-Order" products) are subject to a 20% restocking fee.
8. Delays in delivery at Customer's request may result in storage fees (see referenced Terms and Conditions for further details).
9. Prices set forth in this Quote are good for 30 days.
10. All invoices and any payments due thereon related to this Quote will be in U.S. Dollars and will reflect Exchange Rate at time of shipment.
11. Payment terms and credit lines are subject to Life Fitness credit approval.
12. Until all Products are paid for in full, Customer grants to, and Life Fitness shall retain, a security interest in and lien on all Products sold to Customer and all proceeds arising from our sale of the Products by Customer and all discounts, rebates and other funds on Customer's account payable by Life Fitness. Customer authorizes Life Fitness to, at any time and from time to time, file financing statements, continuation statements, and amendments thereto that describe the Collateral, and which contain any other information required pursuant to the UCC for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, and Customer agrees to furnish any such information to Life Fitness promptly upon request. Any such financing statement, continuation statement, or amendment may be signed by Life Fitness on behalf of Customer and may be filed at any time in any jurisdiction. Upon Life Fitness' request, a Customer shall execute such documents that may be necessary or reasonable to protect Life Fitness' security interest.
13. When accepted, this Quote may be processed, fulfilled, and/or invoiced by Life Fitness and/or its affiliated companies, including, but not limited to, Brunswick Billiards, Cybex, SCIFIT or Indoor Cycling Group (ICG), and Customer agrees to make any required payments to the entity that issued the invoice.
14. Life Fitness reserves the right to limit the use of credit cards. A service fee for credit transactions may apply.
15. Subscription Services purchased pursuant to this Quote will automatically renew for a Subscription Term equivalent in length to the then expiring Subscription Term at Life Fitness' then current Subscription Charges unless otherwise provided by Life Fitness in writing. Either Life Fitness or Customer may elect to terminate any such Subscription Services account at the end of Customer's then current Subscription Term by providing notice in compliance with the Subscription Agreement, on or prior to the date thirty (30) days preceding the end of such Subscription Term.
16. Financing options are available through Life Fitness Leasing. For more information, please contact your local sale representative.
17. This Quote may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be made and/or delivered via facsimile, electronic mail (including via .pdf) or any electronic signature complying with the United States Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000 (including counterparts delivered via DocuSign), and any counterpart so delivered shall be deemed to have been delivered and be valid and effective for all purposes. No further original counterpart is required to be delivered after an exchange of counterparts by any of the methods described above, and all parties agree to treat such electronically delivered signatures as original signatures and to refrain from asserting the lack of original signatures as a defense against the binding enforceability of this instrument.

This is a draft quote and not a contract - Subject to management approval



***TWELFTH ORDER OF BUSINESS***

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

THIS AGREEMENT (the “Agreement”) is effective as of the 1<sup>st</sup> 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, with an address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**”); and

**Landcare Group, Inc.**, a Florida corporation whose address is 35 Enterprise Drive, Bunnell, Florida 32210 (the “**Contractor**” and, together with the District, the “**Parties**”).

RECITALS

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

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

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

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

**WHEREAS**, Contractor represents that it is qualified and willing to serve as a landscape and irrigation maintenance contractor and provide such services to the District, all as more particularly described herein and **Exhibit A** (“**Services**”), attached hereto and incorporated herein, within the District areas depicted in the map attached hereto as **Exhibit B** (“**Landscape Areas**”), and incorporated herein by reference; and

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

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

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

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

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

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

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

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

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

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

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

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

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

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

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

#### **SECTION 5. COMPENSATION; TERM.**

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor an amount of Twelve Thousand Four Hundred Eighty Seven Dollars and Fourteen Cents (\$12,487.14) per month for an annual total of One Hundred Forty Nine Thousand Eight Hundred Forty Five Dollars and Sixty Eight Cents (\$149,845.68). The term of this Agreement shall be from August 1, 2019 through July 31, 2020, unless terminated earlier by either party in accordance with the provisions of this Agreement. The District shall have the option of renewing this Agreement for two additional one year terms at the same price set forth herein.

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

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

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

**SECTION 6. INSURANCE.**

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

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

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

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

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

**SECTION 7. INDEMNIFICATION.**

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

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

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

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



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

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

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

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

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

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

**SECTION 16. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

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

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

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

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

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

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

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

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

Attn: District Manager

**With a copy to:**

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

**B. If to the Contractor:**

Landcare Group, Inc.,  
35 Enterprise Drive  
Bunnell, Florida 32110  
Attn: David Jackson

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary  
Board of Supervisors

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Board of Supervisors

Print Name: \_\_\_\_\_

ATTEST:

**LANDCARE GROUP, INC.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

**Exhibit A:** Proposal  
**Exhibit B:** Landscape Areas Map

**EXHIBIT A**  
**SCOPE OF SERVICES**



**Attachment 'A'**  
**Practical Specifications for Contract Landscape Maintenance for:**  
**Eastland Partners LLC**

The work for the exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The contractor will be expected to provide service for the property fifty-two (52) weeks per year.

**SCHEDULE "A" – GENERAL SERVICES**

**A. Turf Maintenance**

*Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas.*

1. Mowing of Common Area
  - a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
  - b. St. Augustine turf shall be mowed weekly during the growing season from March 15<sup>th</sup> through October 15<sup>th</sup> and as needed during the non-growing season from October 15<sup>th</sup> through March 15<sup>th</sup>. Based on this schedule, it is estimated that the contractor will perform a minimum of 40 and a maximum of 42 mowing cycles per 12-month period in the performance of this contract. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors beyond their control
  - c. Bahia turf shall be mowed weekly during the growing season from April 1<sup>st</sup> through October 1<sup>st</sup> and as needed during the non-growing season from October 1<sup>st</sup> through April 1<sup>st</sup>. Based on this schedule, it is estimated that the contractor will perform a minimum of 36 and a maximum of 40 mowing cycles per 12-month period in the performance of this contract. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors beyond their control
  - d. St. Augustine and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.

- e. Mowing height for St. Augustine and Bahia turf will be set at 3½" to 4".
- f. Zoysia turf shall be mowed based on 40 to 42 mowing cycles per 12-month period in the performance of this contract. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors.
- g. Zoysia turf shall be cut with a rotary mower to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- h. Mowing height for Zoysia turf will be set at 2" to 3".
- i. Visible clippings that may be left following mowing operations shall be removed from the site each visit.
- j. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractor's mowing equipment may result in the replacement of damaged material at the contractor's cost. Replacement material will be of similar size to the material being replaced.

## 2. Edging

Sidewalks, curbs, concrete slabs and other paved surfaces will be edged in conjunction with mowing operations. Edging is defined as removal of unwanted turf from the above mentioned borders by use of a mechanical edger. String trimmers will not be used for this function. It is understood that edging of beds and hard surfaces will be skipped periodically to let the turf fill in and/or thicken the vertical edge.

## 3. String Trimming

- a. String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.
- b. Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications.
- c. Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during each mowing cycle. It is understood that every effort will be made to keep clippings out of water bodies, but inevitably some clippings will get in the water with prevailing wind.



4. Blowing

- a. When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces.
- b. Contractor will be expected to blow off the tennis courts, pickleball courts, pool area and all entry points and other similar amenities.

5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign posts and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the association or homeowners within 30 days for any damage to property caused by their crew members or equipment. Mulch beds are recommended in areas where equipment may come in contact with the above stated items.

**B. Detail**

*The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.*

1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Pruning of trees up to a height of 8 feet is included in the scope of the work. If pruning is required above the height of 8 feet contractor shall propose an extra service to management and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:
  - Provide clearance for pedestrians, small vehicles, mowers and buildings.
  - Maintain clearance from shrubs in bed areas.
  - Improve visibility in parking lots and around entries.
- c. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

- d. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
- e. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
- f. Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by management.
- g. Pruning of all palms less than 12' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

## 2. Edging

- a. Edging is defined as removal of unwanted vegetation along beds and tree saucers. Edges are to be perpendicular to the ground.
- b. Only mechanical edgers will be used for this function.
- c. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

## 3. Weed Control

- a. Bed areas are to be sprayed after each detail service. Pre and post-emergent chemicals are acceptable means of control.
- b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds.

## C. General

### 1. Policing/Special Maintenance

- a. Contractor will police the grounds on each service visit to remove trash, debris and fallen tree litter less than 2" in diameter. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval.
- b. Contractor will dedicate personnel and specialized equipment for the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

## 2. Communication

- a. The Contractor will communicate with management for any landscape issues requiring immediate attention.
- b. Contractor agrees to take part in monthly inspections of the property to ensure their performance of this agreement meets the standards required herein and protects the overall well-being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available if needed.
- c. Contractor will be required to maintain an interactive web site or a customer service work order system (software) that will allow management to make direct contact for service requests and/or extra work. The web site also must be set up to alert property management when requests become delinquent.
- d. Contractor agrees to have a qualified individual available to inspect finished homes and sections of common area for the purpose of accepting them for maintenance services. The contractor will be asked to communicate via memorandum on their willingness to accept completed areas or state deficiencies that preclude acceptance.

## 2. Staffing

- a. The Contractor shall have a well-experienced Account Manager. This person should have extensive knowledge of horticultural practices, and be capable of properly supervising others. He/she and other supervisors should be in a certain type uniforms that distinguishes them from the crew. The Account Manager will communicate with the property's staff. In order to maintain continuity, the same Account Manager shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of management prior to any such change. This will assure the Consultant and Management that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.
- b. The crew members should be properly trained to carry out their assigned task, and should work in a safe professional manner. Each crew member should be in full uniform at all times to include all rain, cold weather gear and hats.
- c. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.
- d. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or pled guilty to a felony crime. Also, Contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

- e. Contractor is expected to staff the property with adequately trained personnel. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 7:00 AM until 7:00 PM. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

**SCHEDULE "B" – TURF CARE PROGRAM (ST. AUGUSTINE)**

**A. Application Schedule**

<u>Month</u>	<u>Application</u>
January:	Late winter fertilization, broadleaf weed and disease control
March:	Spring granular fertilization, broadleaf weed control, insect and disease control
May:	Early summer liquid fertilization with Arena and weed control
July:	Insect and weed control
September:	Late summer fertilization, insect and disease control
November:	Fall fertilization and broadleaf weed/disease control

*Note: Some applications will be combined for efficiency. Applications can be added or deleted based on soil samples, availability of products or inclement weather.*

**B. Application Requirements**

1. Fertilization

- a. Annual program will include a minimum of 5 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical make up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety under this program.
- b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions are pre-existing, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

**SCHEDULE "B1" – TURF CARE PROGRAM (BAHIA)**

**A. Application Schedule**

<u>Month</u>	<u>Application</u>
--------------	--------------------

March: Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

June: Chelated Iron application and Mole Cricket control.

October: Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

*Note: Some applications will be combined for efficiency. Applications can be added or deleted based on soil samples, availability of products or inclement weather.*

## **B. Application Requirements**

### **1. Fertilization**

- a. Annual program will include a minimum of 2 lbs of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical make up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

### **2. Insect/Disease Control**

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

Page 10 of 21

3. Weed Control

- a. Weed control will be limited to the broadleaf variety under this program.
- b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass.

4. Warranty

- a. There is no warranty for Bahia turf.

**SCHEDULE "B2" – TURF CARE PROGRAM (BERMUDA)**

**A. Application Schedule**

<u>Month</u>	<u>Application</u>
January:	Disease & Insect Control
February:	Fertilization 18-0-8 Ammonium Sulfate Barricade/Potash 0-0-22
March:	Fertilization 13-3-13 w/ Ronstar or equivalent product.
April:	Sedge & Broadleaf Weed Control/Disease & Insect Control Core Aeration/Top Dressing w 20% Organic Peat 1/8"
May:	Fertilization 14-0-14, TopChoice Application
June:	Disease & Insect Control as Needed.
August:	Sedge & Broadleaf Weed Control/Disease & Insect Control
October:	Fertilization 18-0-8. Core Aeration & Top Dressing w 20% Organic Peat 1/8"

November: Disease & Insect Control

December: Potash 0-0-62

*Note: Some applications will be combined for efficiency. Applications can be added or deleted based on soil samples, availability of products or inclement weather.*

## **B. Application Requirements**

### 1. Fertilization

- a. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- b. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- c. The irrigation system will be fully operational prior to any fertilizer application.
- d. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical make up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

### 2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

### 3. Weed Control

- a. Sedge control is included as a part of this program

### 4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf



loss due to conditions beyond their control. This includes nematodes, high traffic areas, drainage problems, or acts of God. In the event these conditions are pre-existing, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

**SCHEDULE "B3" – TURF CARE PROGRAM (ZOYSIA)**

**A. Application Schedule**

<u>Month</u>	<u>Application</u>
January:	IPM spot treatment for weeds as necessary and inspect/treat fungal activity.
February:	Pre-emergent herbicide/spot treatment for weeds and fungal activity.
March	Fertilization (granular 20-0-10). Spot treat weeds and treat fungal and insect activity as necessary.
April:	Post emergent weed control, insect/disease control as necessary.
May:	Insect/weed/disease control as necessary. TopChoice at 2.0 lbs. per 1000 Sq. Ft.
June:	Insect/weed/disease control as necessary.
July	Liquid Iron Sulphate and Techmangan. Insect/weed/disease control as necessary.
August:	IPM-spot treat weeds as necessary, inspect/treat fungal activity.
September:	Fertilization with 14-0-40 or similar. Weed/insect/disease control as necessary.
October:	Post emergent weed control, insect/disease control as necessary.
November:	Blanket pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.

December: Blanket Potash 0-0-62 application at 4 lbs. per 1,000 Sq. Ft., IPM-spot treat weeds as necessary, inspect/treat fungal activity.

*Note: Some applications will be combined for efficiency. Applications can be added or deleted based on soil samples, availability of products or inclement weather.*

**B. Application Requirements**

1. Fertilization

- a. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- b. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- c. The irrigation system will be fully operational prior to any fertilizer application.
- d. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical make up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
- c. TopChoice granular insecticide to be applied at 2.0 lbs. per 1000 sq. ft. for Mole Crickets once per year.

3. Weed Control

- a. Weed control will **not** be limited to only the broadleaf variety under this program.
- b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control.

C. Exclusions

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

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

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

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

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

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

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

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

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

**SCHEDULE "C" – TREE / SHRUB CARE PROGRAM** (If included, see Schedule "F" Fee Summary)

**A. Application Schedule**

<u>Month</u>	<u>Application</u>
February:	Spring granular fertilization and insect/disease control as needed

March/April:	Insect/disease control/fertilization as needed
May/June:	Insect/disease control/fertilization as needed
July/August:	Insect/disease control/fertilization as needed
October:	Fall granular fertilization and insect/disease control as needed
December:	Insect/disease control

*Note: Some applications will be combined for efficiency. Applications can be added or deleted based on soil samples, availability of products or inclement weather.*

## **B. Application Requirements**

### 1. Fertilization

- a. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
- b. Annual program will include a minimum of 30% slow release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
- c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- d. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 15'. All native trees or transplanted trees over 15' in overall height will require special consideration and are therefore excluded from this program.
- e. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
- f. The irrigation system will be fully operational prior to any fertilizer application.

- g. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the Tree/Shrub care program based on these results.

## 2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 15'. All native trees or transplanted trees over 15' in overall height will require special consideration and are therefore excluded from this program.
- d. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

## 3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Canary Island Date etc.), Contractor will include fertilization and root / bud drench for potential disease and infestation two times per year.

## 4. Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available. Exclusions to this warranty would be pre-existing conditions, nematodes, borers, locusts, and diseases such as Verticillium and Fusarium Wilt and Ganoderma Butt Rot that are untreatable with currently available chemicals, Texas Phoenix Palm Decline ("TPPD"), soil contamination, drainage problems or conditions that prevent the contractor from providing proper irrigation, such as Water Management District restrictions or unapproved irrigation repairs and Acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

## **SCHEDULE "D"- SPECIAL SERVICES**

### **A. Bedding Plants**

*The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.*

1. Schedule

- a. All flower beds on the property including urns and pots will be changed out four (4) times per year.
- b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.

2. Installation

- a. Plants are to be installed utilizing a triangular spacing of 8"-10" O.C. (depending on type) between plants.
- b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.
- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

3. Maintenance

- a. Flower beds, pots and urns will be reviewed at each service visit for the following:
  - Removal of all litter and debris.
  - Removal of weeds.
  - Inspect for the presence of insect or disease activity and treat immediately.
- b. Seed heads are to be removed from Coleus plants as soon as they appear. "Pinching" of Coleus plants is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.
- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed.
- d. Pre-emergent herbicides are not to be used in annual beds.

- e. Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

4. Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be hard freeze, theft, vandalism, rabbits, deer or conditions beyond their control. Rabbit and deer repellent are not included in this contract and will be installed at an additional charge.

**B. Mulch**

1. Schedule

- a. Mulch will be replenished in all bed areas twice a year.

2. Installation

- a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.
- b. Mulch should be installed in weed free beds that have been properly edged and prepared.
- c. Mulch should be installed to maintain a 1 1/2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by management.

**C. Palm Trimming**

- 1. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Canary Island Date, etc.) in excess of 12' CT will be trimmed two times per year. Loose or excessive boots will be removed and/or cross cut during this process.
- 2. All palms less than 12' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- 3. Washingtonia palms in excess of 12' CT will be trimmed two times per year.
- 4. Trim Sabal, Washington, Chinese, Fan and Ribbon Palms so that the lowest remaining fronds are left at a ten and two o'clock profile. "Hurricane" cuts are only to be done at the direction of management.
- 5. When trimming, cut the frond close to the trunk without leaving "stubs"

## **SCHEDULE "E" – IRRIGATION MAINTENANCE**

### **A. Frequency of Service**

- a. Contractor will perform the following itemized services under "Specifications" on a monthly basis.

### **B. Specifications**

1. Activate each zone of the system.
2. Visually check for any damaged heads or heads needing repair.
3. Clean, straighten or adjust any heads not functioning properly.
4. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
5. Report any valve or valve box that may be damaged in any way.
6. Leave areas in which repairs or adjustments are made free of debris.
7. Adjust controller to the watering needs as dictated by weather conditions and seasonal requirements including adjusting of rain sensor.

### **C. Qualifying Statements**

#### **1. Repairs**

- a. Repairs that become necessary and that are over and above the routine maintenance contract will be done on a time and material basis at the rates of \$35.00/hr. for a technician and \$65.00/hr. for a specialist.
- b. It is understood that time is of the essence for repairs so that sod, plants and trees do not die. Therefore, a not to exceed price of \$500.00 is approved without a formal proposal so that the contractor can proceed in a timely manner.

#### **2. Service Calls**

- a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates of \$35.00/hr. for a technician and \$65.00/hr. for a specialist.
- b. When not an emergency, request for authorization must be submitted in written form to management for approval when the costs will exceed \$500.00. A description of the problem, its location and estimated cost should be included.



3. Contractor will pay special attention during irrigation maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas and to adjust any heads that are found to be out of position.
4. Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the owner.
5. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze, acts of God, or conditions beyond their control.
6. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
7. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

**EXHIBIT B**  
**Maintenance Map**



*THIRTEENTH ORDER OF BUSINESS*

**AGREEMENT BETWEEN BANNON LAKES COMMUNITY DEVELOPMENT  
DISTRICT AND RIVERSIDE MANAGEMENT SERVICES, INC. FOR AMENITY  
MANAGEMENT SERVICES  
[FISCAL YEAR 2019-2020]**

**This Agreement** ("Agreement") is made and entered into this \_\_\_ day of September, 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 ("District"); and

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

RECITALS

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

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

**WHEREAS**, the District owns, operates and maintains a certain pool and amenity center ("Facilities"); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide amenity management services for the Facilities; and

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

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

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

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

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The District desires that the Contractor provide professional amenity management 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 AMENITY MANAGEMENT SERVICES.** The Contractor will provide amenity management services for the Facilities. 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 Sixty Thousand Dollars (\$60,000.00) for amenity management services. The term of this Agreement shall be from the date first written above through September 30, 2020 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 off-sets the District may have against the Contractor.

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

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

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

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

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

**SECTION 17. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

**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:**

Riverside Management Services, Inc.  
9655 Florida Mining Boulevard  
Building 300, Suite 305  
Jacksonville, Florida 32257  
Attn: \_\_\_\_\_

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

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

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

**SECTION 23. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable

provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jim Oliver** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, [JOLIVER@GMSNF.COM](mailto:JOLIVER@GMSNF.COM), 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary  
Board of Supervisors

Arthur E. Young  
By: ART LANCASTER  
Its: Chairman  
Board of Supervisors

Print Name: \_\_\_\_\_

**RIVERSIDE MANAGEMENT SERVICES,  
INC.**

Timothy A. Wright  
Witness

By: Richard M. Whetsel  
Print: Richard M. Whetsel  
Its: President

Timothea A. Wright  
Print Name of Witness

## EXHIBIT A

### **Riverside Management Services, Inc.**

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

**WORK AUTHORIZATION FOR  
BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2020  
FULL-TIME AMENITY MANAGER**

**Amenity Manager:**

Riverside Management Services, Inc. shall provide Full-Time Amenity Manager for the Bannon Lakes Community Development District. These services include overseeing all amenity facilities, interacting with residents, prospective residents and their guests, social event execution, and promoting clubs and marketing. RMS has the ability to create a unique schedule to accommodate the needs of each community, which will include the following:

- The Amenity Manager is the liaison for the Community Development District Board of Supervisors and will attend all District Meetings.
  - Will prepare a monthly Manager's Report detailing all activity such as all social events, clubs, upcoming events, residents' concerns, information regarding completed and planned maintenance projects, etc.
  - Primary area of responsibilities will be management of District owned amenities and recreational facilities, to include the planning and execution of social events, programming of resident services, camps, and facility rentals
  - Respond to all resident questions and concerns regarding the District in a timely and professional manner.
  - Maintain a professional relationship with all residents, welcoming and educating new homeowners, issuing access cards and maintaining data base, updating resident information, supervising staff members, monitoring facility usage and rentals.
  - Responsible for updating and maintaining District communications platforms, to include the community website, marquee board, E-blasts and monthly newsletter.
  - Coordinate with Operations Manager to ensure all District contracts such as pool maintenance, landscape, janitorial, security, pest control, etc. are in compliance with contract specifications
  - Inspect Amenity Center and common areas for lighting, debris removal, pest control, signage and fencing necessary maintenance. Inspections include recommendations to improve safety and minimize potential hazards in order to prevent accidents from occurring
  - Coordinate with maintenance staff and the Operations Manager regarding current and upcoming projects based upon inspection reports.
  - Inventory cleaning products, paper products, office and first aid supplies.
  - Coordinate, organize, and promote all social events and activities throughout the year, Administer rental program of District Facilities for private parties, social events and clubs.
  - Educate staff members, security guards, residents, prospective residents and public on District policies and procedures.
  - Prepare report for recommendations regarding modifications/updates to the policies and procedures as needed.
  - Interactions regarding budgeting, maintenance recommendations, social event recommendations, coordination and communication with the Board of Supervisors and others.
  - Process any insurance claims and related repair work.
  - Provide recommendations for annual budget, marketing social events, promoting community clubs, etc.
  - Interface with vendors for repairs, billing, payments, and approve certain invoices.
-

General Provisions:

- RMS shall provide, at no charge to the District, company uniforms to all personnel providing these services.
- Reasonable reimbursement for the expense of copies, office supplies, etc.
- District to provide computer, printer and/or any other office related supplies
- Additional staffing, organizing, purchasing, planning, set up and cleaning for special events and facility rentals shall be invoiced at \$25.00 per hour
- All RMS employees are subject to a background check, drug screening and physical.

Pricing:

	<u>Monthly Amount</u>	<u>FY2020 Amount</u>
Full-Time Amenity-Manager	\$5,000	\$60,000

The pricing above includes social security and medicare taxes, federal and state unemployment tax, worker's compensation insurance, paid vacation, paid sick leave, employee prescreening (drug, physical and background check), payroll processing, administrative costs and health insurance single standard for full-time employees.

  
\_\_\_\_\_  
Chairman, Bannock Lakes CDD      9/30/19  
Date

  
\_\_\_\_\_  
Riverside Management Services, Inc.      9/30/19  
Date



*FOURTEENTH ORDER OF BUSINESS*

**AGREEMENT BY AND BETWEEN THE  
BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT  
AND HEATHER SCHNELLBACHER REGARDING THE USE  
OF THE DISTRICT'S RECREATION FACILITIES**

**THIS AGREEMENT** is made and entered into this 21 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, located in St. Johns County, Florida, and with offices at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "District"), and

**Heather Schnellbacher**, a Yoga Instructor, with a mailing address of 173 Bluejack Lane, St. Augustine, FL 32095 (the "Contractor").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

**WHEREAS**, the District owns, operates, and maintains various recreation facilities, which facilities are within the boundaries of the District (the "Amenity Facilities"); and

**WHEREAS**, the Contractor desires to make use of the Amenity Facilities for the purposes of providing those certain recreation services set forth in the Scope of Services which is attached hereto as **Exhibit A** and incorporated herein by reference ("Recreation Services"); and

**WHEREAS**, the District is willing to allow the Contractor to make use of the Amenity Facilities provided that such use does not impede the District's operation of the Amenity Facilities as a public improvement; and

**WHEREAS**, the District has determined that providing the Contractor with the ability to use the Amenity Facilities is a benefit to the District, is a proper public purpose, and makes appropriate use of the District's public facilities; and

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

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

**1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.

**2. DURATION OF AGREEMENT.** This Agreement shall become effective on the date hereof and shall continue in full force and effect for a period of one (1) year from the date first written above (not to exceed one (1) year). The Agreement may be renewed, however, subject to the parties' agreement on the terms of such renewal.

**3. PROVISION OF SERVICES BY CONTRACTOR.** The Contractor may use the Amenity Facilities to provide the Recreation Services set forth in **Exhibit A**, at times that are acceptable to the District. The Contractor agrees that its use of the Amenity Facilities will be in conjunction with the use of the Amenity Facilities by other members of the public, and the Contractor's use shall not interfere with the operation of the Amenity Facilities as a public improvement. The Contractor further agrees that all use of the Amenity Facilities shall be subject to the policies and regulations of the District, and the District shall have the right to take such actions as are necessary to preserve the health, safety, and welfare of its residents, landowners, lands, and facilities. The Contractor understands and agrees that it will only provide the Recreation Services to Patrons of the Amenity Facilities, as that term is defined in the Amenity Facility Policies, unless the District's Board of Supervisors consents to the inclusion of non-Patrons. To the extent **Exhibit A** and this Agreement conflict, this Agreement shall control.

**4. CARE OF PROPERTY.** The Contractor agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants in the Recreation Services to do the same. The Contractor agrees that it shall assume responsibility for any and all damage to the District's Amenity Facilities or lands as a result of the Contractor's use under this Agreement and other damage, other than ordinary wear and tear, which may be attributable to an act or omission by the Contractor or its agent. In the event that any damage to the District's Amenity Facilities or lands occurs, the District shall notify the Contractor of such damage. The Contractor agrees that the District may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's lands, facilities, residents and landowners. The Contractor agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Paragraph.

**5. ENFORCEMENT.** A default by either Party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

**6. INDEMNIFICATION AND INSURANCE.** The 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 of any nature, arising out of, or in connection with, the use of the District's Amenity Facilities and lands by the Contractor, and its officers, agents, employees and guests, including litigation or any appellate proceedings with respect thereto. The Contractor agrees that nothing in this Agreement shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutorily limited waiver of immunity or limits of liability which

may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or some other statute.

The Contractor shall maintain, throughout the terms of this Agreement the following insurance:

- A. Worker's Compensation in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries and property damage, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, including, at a minimum, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- C. Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.

The District, its officers, agents and employees, shall be named as certificate holders and additional insured parties. 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, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

**7. RECOVERY OF COSTS AND FEES.** In the event either party to this Agreement is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

**8. TERMINATION.** The District shall have the right to terminate this Agreement at any time due to the Contractor's failure to perform in accordance with the terms of this Agreement or for any other reason, with or without cause. The Contractor shall have the right to terminate this Agreement upon fourteen (14) days notice to the District.

**9. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**10. AMENDMENT.** 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 to the Agreement.

11. **ASSIGNMENT.** Neither the District nor the Contractor may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

12. **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. The parties agree that venue shall be in St. Johns County, Florida.

13. **NOTICES.** All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, 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  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: Wesley S. Haber

B. If to the Contractor: Heather Schnellbacher  
173 Bluejack Ln.  
St. Augustine, FL 32095

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 Notice 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 other 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 herein.

**SECTION 14. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.

Contractor acknowledges that the designated public records custodian for the District is **Jim Oliver** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**If the Contractor has any questions regarding the application of Chapter 119, *Florida Statutes*, to the Contractor’s duty to provide public records relating to this Agreement, please contact the District’s Custodian of Public Records, Jim Oliver by phone at (904) 940-5850, by email at [joliver@gmsnf.com](mailto:joliver@gmsnf.com), or by mail at 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092.**

**SECTION 15. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[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**

Asst.

[Signature]  
Secretary

[Signature] Secretary  
Chairman, Board of Supervisors

Witness

**HEATHER SCHNELLBACHER**

[Signature]  
Signature

[Signature]

Robin Nixon  
Print Name of Witness

Name: Heather Schnellbacher  
Title: Yoga Instructor

**Exhibit A: Scope of Services**

## **Exhibit A**

### **Fitness Instructor Scope of Services**

- The District will reserve the right to offer classes in increments of six week sessions. Each session will be payable in full by the resident on the first day of each session.
- The Instructor will offer classes for \$10 per class, based on a six week session commitment. Drop-in classes will be offered at a rate of \$12 per class. All class fees are to be payable to the Instructor.
- Instructor will be required to meet with the Amenities and Recreation Manager to determine class day/times offered and room placement.
- Instructor will notify the District through email for any cancellations/changes that occur to a scheduled class. The Instructor must give a minimum of 24 hour advanced notice of this cancellation.
- Once a session is established, the Instructor is required to teach a class regardless of the number of attendees.
- The District is not responsible for outside distractions and noise level that may occur during scheduled class times.
- Instructors are responsible for all personal items.
- All issues that arise in reference to fitness classes are to be relayed to the Amenities and Recreation Manager for resolution.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2019

**PRODUCER**

Insurance Plus 866-756-5636  
 Willis of New York, Inc., Brookfield Place  
 200 Liberty Street, 6th Floor  
 New York, NY 10281

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**

Heather Schnellbacher  
 173 bluejack lane  
 St. Augustine, FL 32092

Ins. # 235980

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: Aspen Specialty Insurance Company 10717

Report all claims to Insurance Plus Program via e-mail at  
 ProfessionalLiabilityClaims@aspen-insurance.com

INSURER B:

INSURER C:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY				EACH OCCURRENCE \$ 2,000,000
	X	COMMERCIAL GENERAL LIABILITY		04/08/2019	04/08/2020	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A		CLAIMS MADE X OCCUR	#LRAFVTX18A0M			MED EXP (Any one person) \$ N/A
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 2,000,000
	X	POLICY				GENERAL AGGREGATE \$ 3,000,000
		PROJECT				PRODUCTS - COMP/OP AGG \$ 2,000,000
		LOC				BUS. PERS. PROP. AGG / DED \$ 1,000 / \$250
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		ANY AUTO				BODILY INJURY (Per person) \$
		ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		HIRED AUTOS				
		NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
		OCCUR CLAIMS MADE				AGGREGATE \$
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>			E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
A	OTHER	Professional Liability	#LRAFVTX18A0M	04/08/2019	04/08/2020	E.L. DISEASE - POLICY LIMIT \$
						2,000,000 per occurrence / \$3,000,000 annual aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Not Applicable

**CERTIFICATE HOLDER**

Not Applicable

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Kenneth S. Hieber*ACORD 25 (2009/01)  
INS025 (200901)

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY POLICY OCCURRENCE**

**HEALTH, WELLNESS & BEAUTY PROVIDERS PROFESSIONAL LIABILITY INSURANCE POLICY**

In consideration of the premium charged, it is agreed that the defined term "*Insured*" is hereby amended to include the following person(s) and/or entity(ies):

1. **Bannon Lakes Community Development District its Board of Supervisors**

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

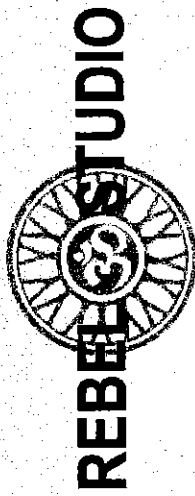
THIS ENDORSEMENT FORMS A PART OF POLICY NUMBER: **235980**

Issued by: Aspen Specialty Insurance Company

Issued to: **Heather Schnellbacher**

Effective date: **07/10/2019**

# CERTIFICATE OF TRAINING



YOGA | BARRE | CYCLE

THIS CERTIFIES THAT

## HEATHER SCHNELLBACHER

HAS SUCCESSFULLY COMPLETED REBEL STUDIO'S TEACHER TRAINING  
200HR CERTIFICATION PROGRAM THAT IS INTERNATIONALLY RECOGNIZED BY THE  
YOGA ALLIANCE.

GIVEN ON THIS 14<sup>TH</sup> DAY OF APRIL 2019.

A handwritten signature in black ink, appearing to read 'Kelly Frotten', written in a cursive style.

KELLY FROTEN,  
REBEL STUDIO DIRECTOR, ERYT

# Certificate of Completion

THIS CERTIFIES THAT

Heather Schnellbacher 3/31/19  
NAME DATE

HAS COMPLETED A 2 DAY TRAINING WITH  
KIDDING AROUND YOGA

**CELE - 26 HOURS**



Haris Harini Lender

HARIS "HARIN" LENDER, RYT500

# CERTIFICATE OF COMPLETION

**REBEL STUDIO**

**YOGA | BARRE | CYCLE**

THIS CERTIFIES THAT

*Heather Schnellbacher*

HAS SUCCESSFULLY COMPLETED REBEL STUDIO BARRE INSTRUCTOR TRAINING PROGRAM  
THAT IS RECOGNIZED BY THE AMERICAN COUNCIL ON EXERCISE

*Kelly Frottin*

KELLY FROTTIN, REBEL STUDIO  
OWNER/LEAD TRAINER

GIVEN THIS 12TH DAY OF AUGUST, 2018

**ACE →**  
**APPROVED**

*SIXTEENTH ORDER OF BUSINESS*

C.

NOTICE OF MEETINGS  
BANNON LAKES  
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Bannan Lakes Community Development District will hold their regularly scheduled public meetings for **Fiscal Year 2020** at the Northeast Florida Regional Airport Conference Center, 4730 Casa Cola Way, St. Augustine, FL 32095 at 1:00 p.m. on the first Wednesday of each month listed (unless notated otherwise\*) as follows:

November 6, 2019  
February 5, 2020  
May 6, 2020  
August 5, 2020



*D.*

# ***Bannon Lakes Community Development District***

**9655 Florida Mining Blvd., Bldg. 300, Suite 305, Jacksonville, Florida 32257**

## **Memorandum**

**Date:** November 2019  
**To:** Bannon Lakes Board of Supervisors  
Jim Oliver, Richard Whetsel  
**From:** Brian Stephens  
Operations Manager  
**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. Multiple irrigation repairs have been made.
2. New annual flowers have been installed.
3. Mulch has been installed.

### **Amenity / Site:**

1. Cleaning of the pools is being done two (2) days 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. Freedom Pest Control has started monthly pest control services for the Amenity Center.
5. The loose tennis wind screens have been re secured.
6. The filters have been replaced in all of the AC units.
7. A new fence with two (2) gates has been installed around the playground.
8. A sinkhole in the asphalt walk path around the Amenity Complex has been patched.
9. All of the pool and patio furniture has been pressure washed.
10. The filter was replaced in the Fitness Center drinking fountain.
11. A new VFD was installed for the pool pump.

12. New mulch has been ordered for the playground.
13. RMS gathered three (3) proposals for Fitness Center and Clubhouse pressure washing.
14. Holiday Decorations will be installed in November and turned on November 20th.
15. Two (2) bad electrical outlets on the patio were replaced.
16. The AC's in the Clubhouse and Fitness Center have been repaired.

**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

Date of report: 10/26/19

Submitted by: Robin Nixon

### 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. Residents have also been utilizing the beautiful lawn area for family get togethers and parties on the weekends, now that the weather has cooled down. We currently have 3 different club meetings every week on Mondays & Wednesdays for residents. 2 future clubs starting on Tuesdays and Thursdays. Residents really enjoy using the kitchen and extra space for gatherings. We have received many compliments over the months for the décor and the cleanliness of the clubhouse area.

Requested Upgrades for Club House Events: -Purchase 2 extra tables for Clubs, Events, and Parties.

### What has Bannan Lakes been up to?

#### **Bannan Lakes Community Outing with The Jacksonville Jaguars:**

On September 8th, All Bannan Lakes residents who purchased tickets for our Bannan Game Day got to experience The Kansas City Chiefs Vs. The Jacksonville Jaguars game IN STYLE! Their game day adventure to TIAA Bank Field for an afternoon included the following perks:

#### The Bannan Lakes Package Includes:

- Roundtrip bus transportation (Pick up/ Drop off location at the Bannan Amenity Center)
- 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 Bannan Lakes residents
- A ticket to the Jaguars vs Chiefs game.



## JACKSONVILLE JAGUARS SWAG BAG RAFFLE PRESENTED AUGUST 31<sup>st</sup>, 2019!

Rick & Tina Solari were our lucky winners for the “JAGS SWAG BAG” raffle! The Swag bag included tons of Jacksonville Jaguar goodies for their game day PLUS 2 FREE TICKETS to the JAGS VS. The ATLANTA FALCONS game!



**Food Truck Thursdays (Take Out Thursdays):** Residents are still enjoying the different selections of food trucks every week. Residents really look forward to this weekly outing with their community. Residents provide feed back on their favorite trucks and food items. The food trucks are starting to become busier as well. Soon we hope to be able to provide a larger selection every week as “Food Truck Thursdays” continue.




## Food Labels Health Seminar September 19<sup>th</sup>, 2019:

We partnered with Florida Health Care Plans to offer an informative yet fun health seminar regarding food labels and what to look out for. Dietitian Debbie Kelleher participated as our guest speaker for the day, explaining the good and the bad options at our local grocery store. Many residents enjoyed seminar with their neighbors while enjoying refreshments.



**Wellness Workshop**  
**"Food Labels- Reading Between the Lines"**




**Bannon Lakes Clubhouse**  
**Thursday, September 19th**  
**10:00am - 11:00am**

Join Deborah Kelleher, RD with Florida Health Care Plans as she breaks down food labels and explains what you should look for, or even possibly avoid.

**Did you know food labels are changing?**  
 Deborah will also discuss all of the new changes coming to food labels, that you may or may not have already noticed.

**RSVP's Required.**




### MEDICARE 101 October 16<sup>th</sup>, 2019:

This seminar was a HUGE hit! Our club house room was packed with residents excited to learn about the different ins and outs of the many Medicare plans. Guest speaker Robby Allegra explained many tips to watch out for to help save money in the future as well as some benefits concerning different plans. We received many compliments from residents! We plan have Mr. Robby back out to join us for our residents that missed it.

**Wellness Workshop**  
**"Medicare 101"**



**Bannon Lakes Clubhouse**  
**Wednesday, October 16th**  
**10:00am - 11:00am**

**It's time to get the facts about Medicare!**  
 Join Medicare experts from Florida Health Care Plans as they provide information on the basics of Medicare. Learn important details you need to know and have your Medicare questions answered.

**RSVP's required, light refreshments provided.**




### 96 "TO LIVE IS TO TRAVEL" October 23<sup>rd</sup>, 2019:

We invited Tour Guide Mrs. Sheryl Emmett to Bannon Lakes for an opportunity to speak to our new residents from out of state about the must see's all over the state of Florida. During this event residents enjoyed Trivia games, exchanged traveling stories, and viewed pictures of upcoming tours and areas to see all over Florida.



**BANNON LAKES HALLOWEEN PARTY! October 25<sup>th</sup>, 2019:**

The Halloween Party was a huge success! Over 100 residents showed and participated in our many contests for the night! Contest Categories included Potluck Competition, Costume Contest for adults, children, pets, and groups. This was a great event and residents really enjoyed all the free activities. Old City Face craft set up for free face painting during the event. Resident Tracy Lorenzo set up to show off her applesauce making skills with free samples. All the kids received free gift bags and a pumpkin to go home with. We also set up a Festive Photo op including Hay, pumpkins and our neighborhood scarecrow. Tons of families enjoyed talking pictures using our fall scene photo op.



Photos of the Amenity Center with the updated beautiful fall décor:





Photos of our Halloween Party & Contest Winners:



Free Face Painting by Old City Facecraft:





Pumpkin Decorating:



POTLUCK & PRIZES:



UP COMING EVENTS:

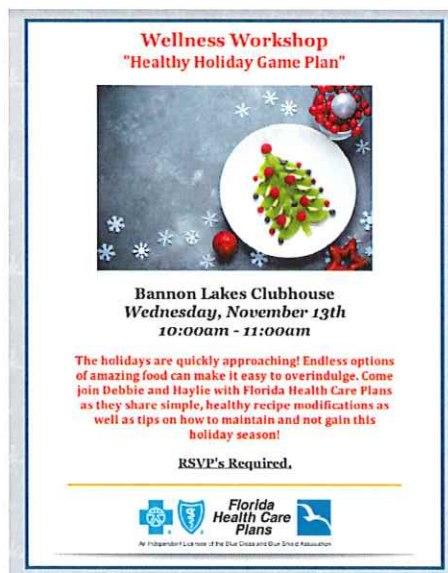
**Movie Night on the Lawn November 29<sup>th</sup>, 2019 (5pm-8pm):**

Join your neighbors on the Big lawn area for a family movie night! We will be playing “ Hot the Grinch Stole Christmas”! There will be a food truck for dinner set up from 5pm-8pm. Movie starts at 8:00pm or Dusk.



**“Holiday Game Plan” November 13<sup>th</sup> at 10:00AM**

Guest speaker Debbie Kelleher will talk with residents about how to prepare healthy options for your friends and family during the holidays.



**Bannon Bus Tours (presented by Go ViVO!):**



November 9<sup>th</sup> Polynesian Dinner Show at DISNEY! & November 18<sup>th</sup> "Festival of Trees" Orlando.

**One Day Getaways**

SATURDAY,  
NOVEMBER 9, 2017

**BUS TOUR**

COST: \$99.00  
Pick Up Location: Bannock Lakes Amenity Center

Polynesian Holiday Luau Show with Dinner  
Authentic Polynesian Luau  
Join ViVo as we travel to Daytona Beach, Florida

Included in this tour is :

- Roundtrip Luxury Motorcoach Transportation
- Hawaiian Dinner Buffet
- Authentic Luau Show
- A wonderful evening out where we can all watch the spectacular show and enjoy the show fireworks!

Be sure to arrive hungry because this amazing show comes with a buffet dinner featuring island favorites like Teriyaki Chicken, Kalua Pork, Hawaiian Pizza and more.

Worry-free | Fun  
Affordable



## Festival of Trees November 18, 2019



**Tour Includes:** Luxury Motor Coach Transportation, Tour Guide, Lunch at Dubsdread Country Club, Festival of Trees Show Admission

**Summary:** The Festival of Trees now in its thirty-third year, transforms the Orlando Museum of Art into a glittering wonderland filled with sparkling trees, vignettes and stunning décor for visitors of all ages. This year's event will showcase designer Christmas trees of all sizes, holiday vignettes, custom hand designed wreaths and table décor, a gingerbread village, tabletop displays and more. Each piece is designed by Orlando's finest designers and is available for purchase.

This tour will begin with a delicious plated lunch at historic Dubsdread in the College Park neighborhood of Orlando. After we enjoy the Festival of Trees at Orlando Museum of Art. It's going to be a great day!

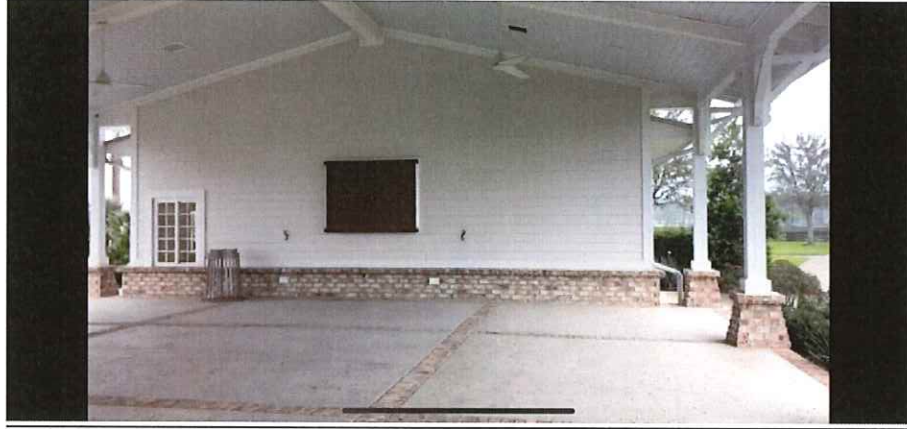
**Cost:** \$99

## SANTA'S VERY MERRY CHRISTMAS PARTY! December 21<sup>st</sup>, 2019 5pm- 8pm

Meet and greets with Santa and Mrs. Claus in the club house. **Parents**, Bring your cameras! Tons of fun activities such as musical hayride, bounce houses, face painting, games, present exchange games, and more!!



[Hurricane Preparation completed at Amenity Center \(September\):](#)



**New fence installed around playground area:**

Parents are over the moon excited about the beautiful new fence which includes 2 entry gates.



*NINETEENTH ORDER OF BUSINESS*

A.

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



*Bannon Lakes*  
Community Development District  
*Combined Balance Sheet*  
*September 30, 2019*

	<u>General</u>	<u>Debt Service</u>	<u>Capital Project</u>	<u>Memorandum Only</u>
<i><u>Assets:</u></i>				
Cash	\$217,177	---	---	\$217,177
SBA - GF	\$100,274	---	---	\$100,274
<i>Investments:</i>				
Reserve	---	\$385,750	---	\$385,750
Revenue	---	\$453,158	---	\$453,158
Prepayment	---	\$44,735	---	\$44,735
Due From General Fund	---	---	---	\$0
Due from Capital	\$1,345	---	---	\$1,345
Due from Other	---	---	---	\$0
Prepaid Expenses	\$20,923	---	---	\$20,923
Assessment Receivable	\$56,743	---	---	\$56,743
Utilities Deposit	\$50	---	---	\$50
<b>Total Assets</b>	<b>\$396,511</b>	<b>\$883,644</b>	<b>\$0</b>	<b>\$1,280,155</b>
<i><u>Liabilities:</u></i>				
Accounts Payable	\$49,649	---	---	\$49,649
Due to Debt	\$170	---	---	\$170
<i><u>Fund Balances:</u></i>				
Restricted for Debt Service	---	\$883,644	---	\$883,644
Nonspendable	\$50	---	---	\$50
Unassigned	\$346,642	---	---	\$346,642
<b>Total Liabilities &amp; Fund Equity</b>	<b>\$396,511</b>	<b>\$883,644</b>	<b>\$0</b>	<b>\$1,280,155</b>

**Bannon Lakes**  
**Community Development District**  
**GENERAL FUND**  
**Statement of Revenues & Expenditures**  
**For the Period ending September 30, 2019**

	<i>Adopted Budget</i>	<i>Prorated Thru 09/30/19</i>	<i>Actual Thru 09/30/19</i>	<i>Variance</i>
<b><u>REVENUES:</u></b>				
Assessment - Tax Roll	\$225,760	\$225,760	\$226,871	\$1,111
Assessment - Direct	\$213,423	\$213,423	\$270,296	\$56,873
Developer Contributions	\$127,247	\$127,247	\$0	(\$127,247)
Interest	\$0	\$0	\$274	\$274
Facility Revenue	\$0	\$0	\$125	\$125
<b>Total Revenues</b>	<b>\$566,430</b>	<b>\$566,430</b>	<b>\$497,566</b>	<b>(\$68,864)</b>
<b><u>EXPENDITURES:</u></b>				
Supervisors	\$4,000	\$4,000	\$0	\$4,000
FICA Expense	\$306	\$306	\$0	\$306
Engineering	\$4,000	\$4,000	\$398	\$3,603
Attorney Fees	\$20,000	\$20,000	\$6,862	\$13,138
Dissemination	\$4,100	\$4,100	\$4,100	(\$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	\$45,000	\$45,000	\$0
Information Technology	\$1,733	\$1,733	\$1,733	(\$0)
Telephone	\$200	\$200	\$41	\$159
Postage	\$500	\$500	\$396	\$104
Insurance	\$5,500	\$5,500	\$5,610	(\$110)
Printing and Binding	\$3,000	\$3,000	\$1,478	\$1,522
Legal Advertising	\$3,000	\$3,000	\$1,292	\$1,708
Other Current Charges	\$700	\$700	\$250	\$450
Office Supplies	\$400	\$400	\$737	(\$337)
Website Services	\$0	\$0	\$1,750	(\$1,750)
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
<b>Total Administrative</b>	<b>\$112,414</b>	<b>\$112,414</b>	<b>\$81,483</b>	<b>\$30,931</b>
<b><u>Amenity Center</u></b>				
Insurance	\$15,106	\$15,106	\$13,413	\$1,693
Utilities				
Phone/Internet/Cable	\$3,000	\$3,000	\$4,709	(\$1,709)
Electric	\$25,000	\$25,000	\$14,205	\$10,795
Water/Irrigation	\$10,000	\$10,000	\$8,373	\$1,627
Telephone	\$4,000	\$4,000	\$0	\$4,000
Gas	\$200	\$200	\$0	\$200
Refuse	\$2,500	\$2,500	\$2,599	(\$99)
Security				
Security Monitoring	\$600	\$600	\$0	\$600
Access Cards	\$500	\$500	\$3,650	(\$3,150)
Management Contracts				
Facility Management	\$30,900	\$30,900	\$13,433	\$17,467

**Bannon Lakes**  
**Community Development District**  
**GENERAL FUND**  
**Statement of Revenues & Expenditures**  
**For the Period ending September 30, 2019**

	<i>Adopted Budget</i>	<i>Prorated Thru 09/30/19</i>	<i>Actual Thru 09/30/19</i>	<i>Variance</i>
<i>Continued Management Contacts</i>				
Field Mgmt/ Admin	\$22,000	\$22,000	\$18,833	\$3,168
Pool Maintenance	\$8,800	\$8,800	\$9,334	(\$534)
Pool Chemicals	\$10,000	\$10,000	\$3,624	\$6,376
Janitorial	\$7,000	\$7,000	\$6,697	\$303
Janitorial Supplies	\$3,450	\$3,450	\$0	\$3,450
Facility Maintenance	\$7,500	\$7,500	\$13,164	(\$5,664)
Repairs & Maintenance	\$4,310	\$4,310	\$2,022	\$2,288
New Capital Projects	\$0	\$0	\$5,582	(\$5,582)
Special Events	\$3,000	\$3,000	\$3,335	(\$335)
Holiday Decorations	\$1,500	\$1,500	\$0	\$1,500
Fitness Center Repairs/Supplies	\$900	\$900	\$0	\$900
Office Supplies	\$250	\$250	\$891	(\$641)
ASCAP/BMI Licenses	\$500	\$500	\$0	\$500
<b>Amenity Center Expenditures</b>	<b>\$161,016</b>	<b>\$161,016</b>	<b>\$123,862</b>	<b>\$37,154</b>
<b><u>Ground Maintenance Expenditures</u></b>				
Hydrology Quality/Mitigation	\$3,000	\$3,000	\$0	\$3,000
Landscape Maintenance	\$135,000	\$135,000	\$138,288	(\$3,288)
Landscape Contingency	\$20,000	\$20,000	\$1,560	\$18,440
Lake Maintenance	\$7,500	\$7,500	\$5,748	\$1,752
Ground Maintenance	\$8,000	\$8,000	\$0	\$8,000
Pump Repairs	\$2,000	\$2,000	\$0	\$2,000
Streetlights	\$0	\$0	\$8,670	(\$8,670)
Streetlight Repairs	\$5,000	\$5,000	\$0	\$5,000
Irrigation Repairs	\$7,500	\$7,500	\$2,853	\$4,648
Miscellaneous	\$5,000	\$5,000	\$0	\$5,000
Reclaim Water	\$100,000	\$100,000	\$28,016	\$71,984
<b>Total Ground Maintenance Expenditures</b>	<b>\$293,000</b>	<b>\$293,000</b>	<b>\$185,135</b>	<b>\$107,865</b>
<b>TOTAL EXPENSES</b>	<b>\$566,430</b>	<b>\$566,430</b>	<b>\$390,481</b>	<b>\$175,949</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$107,085</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$0</b>		<b>\$239,607</b>	
<b>FUND BALANCE - Ending</b>	<b>\$0</b>		<b>\$346,692</b>	

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

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b>REVENUES:</b>													
Assessments - Tax Roll	\$0	\$9,247	\$127,927	\$42,399	\$36,179	\$5,867	\$2,495	\$2,674	\$0	\$83	\$0	\$0	\$226,871
Assessments - Direct	\$88,536	\$4,362	\$0	\$6,848	\$39,155	\$0	\$9,161	\$58,025	\$6,848	\$0	\$40,698	\$18,675	\$270,296
Developer Contributions - JFR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest	\$0	\$0	\$0	\$0	\$25	\$0	\$25	\$0	\$0	\$0	\$84	\$190	\$274
Facility Revenue	\$0	\$0	\$0	\$0	\$25	\$0	\$25	\$0	\$0	\$0	\$0	\$75	\$125
<b>Total Revenues</b>	<b>\$88,536</b>	<b>\$13,808</b>	<b>\$127,927</b>	<b>\$49,247</b>	<b>\$75,359</b>	<b>\$5,867</b>	<b>\$11,880</b>	<b>\$58,699</b>	<b>\$6,848</b>	<b>\$83</b>	<b>\$40,782</b>	<b>\$18,940</b>	<b>\$497,566</b>

<b>EXPENDITURES:</b>													
<b>Administrative</b>													
Supervisors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	\$147	\$628	\$1,634	\$1,149	\$503	\$62	\$1,351	\$0	\$6,882
Attorney Fees	\$13	\$83	\$163	\$1,130	\$342	\$342	\$342	\$342	\$342	\$342	\$342	\$342	\$4,100
Dissemination	\$342	\$342	\$342	\$0	\$0	\$0	\$0	\$0	\$2,395	\$0	\$0	\$0	\$2,395
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$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	\$3,750	\$3,750	\$3,750	\$45,000
Computer Time	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$1,733
Telephone	\$6	\$11	\$11	\$0	\$0	\$0	\$0	\$0	\$7	\$18	\$0	\$0	\$41
Postage	\$3	\$4	\$5	\$84	\$14	\$9	\$56	\$43	\$83	\$37	\$50	\$0	\$398
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	\$8	\$310	\$1,478
Legal Advertising	\$0	\$0	\$0	\$76	\$81	\$81	\$76	\$157	\$94	\$242	\$0	\$85	\$1,292
Other Current Charges	\$0	\$0	\$0	\$0	\$15	\$0	\$250	\$0	\$0	\$0	\$0	\$0	\$250
Office Supplies	\$0	\$0	\$0	\$655	\$15	\$0	\$15	\$15	\$15	\$0	\$0	\$19	\$737
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
<b>Total Administrative</b>	<b>\$16,539</b>	<b>\$4,367</b>	<b>\$4,513</b>	<b>\$8,886</b>	<b>\$4,791</b>	<b>\$4,980</b>	<b>\$8,186</b>	<b>\$5,774</b>	<b>\$7,927</b>	<b>\$5,237</b>	<b>\$5,645</b>	<b>\$4,658</b>	<b>\$81,483</b>

<b>AMENITY CENTER</b>													
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	\$314	\$405	\$405	\$4,709
Electric	\$1,500	\$995	\$799	\$1,506	\$1,276	\$1,032	\$1,152	\$1,129	\$1,218	\$1,210	\$1,364	\$923	\$14,205
Water/Irrigation	\$820	\$798	\$669	\$617	\$649	\$505	\$678	\$758	\$582	\$840	\$779	\$697	\$8,373
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	\$203	\$252	\$252	\$250	\$253	\$2,599
Security Monitoring	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Access Cards	\$0	\$0	\$2,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,650
Facility Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Field Mgmt/ Admin	\$1,597	\$1,597	\$1,597	\$1,597	\$1,364	\$1,550	\$1,550	\$1,597	\$1,597	\$1,597	\$1,597	\$1,597	\$18,833
Pool Maintenance	\$911	\$911	\$911	\$911	(\$227)	\$683	\$683	\$911	\$911	\$911	\$911	\$911	\$9,334
Pool Chemicals	\$0	\$597	\$0	\$270	\$367	\$540	\$540	\$583	\$583	\$583	\$583	\$583	\$6,697
Janitorial	\$583	\$583	\$583	\$583	\$313	\$426	\$508	\$2,823	\$583	\$583	\$583	\$583	\$6,697
Facility Maintenance	\$1,037	\$970	\$54	\$207	\$313	\$426	\$508	\$2,823	\$1,686	\$2,387	\$1,699	\$1,054	\$13,164

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

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Amenity Center Continued</u>													
Repairs & Maintenance	\$0	\$584	\$0	\$138	\$0	\$0	\$0	\$650	\$0	\$0	\$500	\$150	\$2,022
New Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,155	\$0	\$0	\$0	\$4,427	\$5,582
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	\$193	\$891
ASCA/BMI Licenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Amenity Center</b>	<b>\$20,450</b>	<b>\$3,672</b>	<b>\$7,666</b>	<b>\$6,431</b>	<b>\$4,445</b>	<b>\$5,450</b>	<b>\$7,904</b>	<b>\$10,760</b>	<b>\$12,011</b>	<b>\$11,740</b>	<b>\$11,446</b>	<b>\$15,677</b>	<b>\$123,862</b>

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Ground Maintenance Expenditures</u>													
Hydrology Quality/Mitigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape Maintenance	\$11,321	\$11,321	\$11,321	\$11,321	\$11,321	\$11,321	\$11,727	\$11,727	\$11,727	\$11,727	\$11,727	\$11,727	\$138,288
Landscape Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,560
Lake Maintenance	\$465	\$465	\$465	\$465	\$465	\$465	\$465	\$465	\$465	\$465	\$623	\$475	\$5,748
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	\$736	\$727	\$8,670
Streetlight Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Irrigation Repairs	\$382	\$221	\$913	\$546	\$277	\$424	\$379	\$109	\$102	\$61	\$40	\$0	\$2,853
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	\$2,655	\$3,158	\$4,650	\$2,473	\$1,197	\$28,016
<b>Total Ground Maintenance Expenditures</b>	<b>\$16,634</b>	<b>\$14,676</b>	<b>\$14,314</b>	<b>\$14,216</b>	<b>\$13,935</b>	<b>\$14,269</b>	<b>\$15,301</b>	<b>\$16,692</b>	<b>\$16,173</b>	<b>\$17,640</b>	<b>\$15,600</b>	<b>\$15,686</b>	<b>\$195,135</b>
<b>Total Expenses</b>	<b>\$53,623</b>	<b>\$28,715</b>	<b>\$26,692</b>	<b>\$29,513</b>	<b>\$23,172</b>	<b>\$24,709</b>	<b>\$31,393</b>	<b>\$33,225</b>	<b>\$36,111</b>	<b>\$34,617</b>	<b>\$32,690</b>	<b>\$36,020</b>	<b>\$390,481</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$34,903</b>	<b>(\$15,107)</b>	<b>\$101,235</b>	<b>\$19,733</b>	<b>\$52,187</b>	<b>(\$18,842)</b>	<b>(\$19,713)</b>	<b>\$25,474</b>	<b>(\$29,263)</b>	<b>(\$34,534)</b>	<b>\$8,082</b>	<b>(\$17,081)</b>	<b>\$107,085</b>

**Bannon Lakes**  
**Community Development District**  
**DEBT SERVICE FUND**  
Statement of Revenues & Expenditures  
For the Period ending September 30, 2019

	<i>Adopted Budget</i>	<i>Prorated Thru 09/30/19</i>	<i>Actual Thru 09/30/19</i>	<i>Variance</i>
<b><u>REVENUES:</u></b>				
<i>Interest Income</i>	\$50	\$0	\$10,329	\$10,329
<i>Special Assessments - Tax Roll</i>	\$458,500	\$458,500	\$462,275	\$3,775
<i>Special Assessments - Direct Assessments</i>	\$313,000	\$313,000	\$274,932	(\$38,068)
<i>Prepayments</i>	\$0	\$0	\$92,919	\$92,919
<b>TOTAL REVENUES</b>	<b>\$771,550</b>	<b>\$771,500</b>	<b>\$840,456</b>	<b>\$68,956</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>Series 2016</u></b>				
<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)
<b>TOTAL EXPENDITURES</b>	<b>\$585,126</b>	<b>\$585,126</b>	<b>\$635,125</b>	<b>(\$50,000)</b>
<b><u>OTHER SOURCES/(USES)</u></b>				
<i>Interfund Transfer In/(Out)</i>	\$0	\$0	\$0	\$0
<b>TOTAL OTHER SOURCES AND USES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$186,425</b>		<b>\$205,331</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$292,662</b>		<b>\$678,312</b>	
<b>FUND BALANCE - Ending</b>	<b>\$479,087</b>		<b>\$883,644</b>	

***Bannon Lakes***  
***Community Development District***  
***CAPITAL PROJECTS FUND***  
*Statement of Revenues & Expenditures*  
*For the Period ending September 30, 2019*

	Series 2016
<b><u>REVENUES:</u></b>	
<i>Developer Contribution</i>	\$1,303,864
<i>Interest Income</i>	\$0
<b><i>TOTAL REVENUES</i></b>	<b>\$1,303,864</b>
<b><u>EXPENDITURES:</u></b>	
<i>Capital Outlay</i>	\$1,303,864
<b><i>TOTAL EXPENDITURES</i></b>	<b>\$1,303,864</b>
<b><u>OTHER SOURCES/(USES)</u></b>	
<i>Interfund Transfer In (Out)</i>	\$0
<b><i>TOTAL OTHER SOURCES/(USES)</i></b>	<b>\$0</b>
<b><i>EXCESS REVENUES (EXPENDITURES)</i></b>	<b>\$0</b>
<b><i>FUND BALANCE - Beginning</i></b>	<b>\$0</b>
<b><i>FUND BALANCE - Ending</i></b>	<b>\$0</b>

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

<b>Series 2016 Special Assessment Bonds</b>	
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)
<b>Current Bonds Outstanding</b>	<b>\$11,800,000</b>



B.

**Bannon Lakes Community Development District  
FY19 Assessment Receipts**

ASSESSED TO	# Units	SERIES 2016 DEBT SERVICE ASMNT	FY 19 O&M ASMNT	TOTAL ASMTS
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
<b>SUBTOTAL ADMIN O&amp;M</b>	<b>159.25</b>	<b>-</b>	<b>59,873.00</b>	<b>59,873.00</b>
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
<b>SUBTOTAL SERIES 2016 LOTS</b>	<b>185</b>	<b>312,999.65</b>	<b>153,550.00</b>	<b>466,549.65</b>
<b>TAX ROLL ASSESSED</b>	<b>272</b>	<b>460,180.53</b>	<b>225,760.00</b>	<b>685,940.53</b>
<b>TOTAL ASSESSED</b>	<b>616</b>	<b>773,180.18</b>	<b>439,183.00</b>	<b>1,212,363.18</b>

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
<b>SUBTOTAL ADMIN O&amp;M</b>	<b>-</b>	<b>-</b>	<b>59,873.00</b>	<b>59,873.00</b>
LENNAR HOMES LLC	-	104,897.18	51,460.00	156,357.18
KB HOME JACKSONVILLE, LLC	-	152,270.10	74,700.00	226,970.10
PULTE HOME CORPORATION	(0.00)	55,832.37	27,390.00	83,222.37
<b>SUBTOTAL SERIES 2016 LOTS</b>	<b>(0.00)</b>	<b>312,999.65</b>	<b>153,550.00</b>	<b>466,549.65</b>
<b>TAX ROLL RECEIPTS</b>	<b>(3,375.72)</b>	<b>462,445.23</b>	<b>226,871.02</b>	<b>689,316.25</b>
<b>TOTAL RECEIPTS / DUE</b>	<b>(3,375.72)</b>	<b>775,444.88</b>	<b>440,294.02</b>	<b>1,215,738.90</b>

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
<b>TOTAL TAX ROLL RECEIPTS</b>		<b>462,445.23</b>	<b>226,871.02</b>	<b>689,316.25</b>

<b>PERCENT COLLECTED DIRECT</b>	100.00%	100.00%	100.00%
<b>PERCENT COLLECTED TAX ROLL</b>	100.49%	100.49%	100.49%
<b>PERCENT COLLECTED</b>	100.29%	100.25%	100.28%

C.

**Bannon Lakes  
Community Development District**

*Check Run Summary*

8/1/19 - 9/30/19

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>	<i>Amount</i>
<i>General Fund</i>			
8/1/19	490-494	\$ 101,470.74	
8/9/19	495-501	\$ 22,929.29	
8/15/19	502-504	\$ 303.34	
8/22/19	505-508	\$ 3,614.54	
8/29/19	509	\$ 236.17	
9/13/19	510-516	\$ 69,537.84	
9/27/19	517-521	\$ 27,675.63	
	<i>Total Checks</i>		\$ 225,767.55
8/18/19	St Johns County Utility Dept	\$ 3,252.48	
8/20/19	AT&T	\$ 190.00	
8/27/19	FPL	\$ 2,100.00	
8/27/19	AT&T	\$ 215.31	
9/6/19	St Johns County Utility Dept	\$ 1,894.59	
9/18/19	AT&T	\$ 190.00	
9/23/19	FPL	\$ 1,649.98	
9/30/19	AT&T	\$ 215.31	
	<i>Total Paid Electronically</i>		\$ 9,707.67
<b>Total General Fund</b>			<b>\$ 235,475.22</b>

\* Fedex Invoices will be available upon request

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK. #
8/01/19	00043	7/24/19	07242019	201907	300-15100-10000		BANNON LAKES CDD C/O STATE BOARD OF DOPOSIT FOR NEW OPEN ACC	*	100,000.00	100,000.00 000490
8/01/19	00044	7/03/19	07032019	201907	320-57200-49400		OUTDOOR MOVIE	*	350.00	350.00 000491
8/01/19	00007	7/10/19	190955	201906	310-51300-31100		BOUNCER, SLIDES, AND MORE INC.	*	397.50	397.50 000492
8/01/19	00004	7/23/19	66212998	201907	310-51300-42000		JUN PROFESSIONAL SERVICES ENGLAND THIMS & MILLER INC	*	25.74	25.74 000493
8/01/19	00019	7/09/19	13129558	201907	320-57200-45210		JUL FEDEX POSTAGE FEDEX	*	697.50	697.50 000494
8/09/19	00003	8/01/19	53	201908	310-51300-34000		AUG MANAGEMENT FEES POOLSURE	*	3,750.00	3,750.00
8/01/19	53	8/01/19	53	201908	310-51300-35100		AUG INFORM TECHNOLOGY	*	144.42	144.42
8/01/19	53	8/01/19	53	201908	310-51300-31600		AUG DISSEMINATION SERVICE	*	341.67	341.67
8/01/19	53	8/01/19	53	201908	310-51300-51000		OFFICE SUPPLIES	*	.27	.27
8/01/19	53	8/01/19	53	201908	310-51300-42000		POSTAGE	*	49.61	49.61
8/01/19	53	8/01/19	53	201908	310-51300-42500		COPIES	*	7.80	7.80
8/09/19	00005	7/31/19	108938	201906	310-51300-31500		JUN GENERAL COUNSEL GOVERNMENTAL MANAGEMENT SRVCS LLC	*	503.00	503.00 4,293.77 000495
8/09/19	00017	8/01/19	449716	201908	330-53800-46800		AUG LAKE MAINTENANCE HOPPING GREEN & SAMS	*	465.00	465.00 503.00 000496
8/01/19	8698	8/01/19	8698	201908	330-53800-46200		AUG LANDSCAPE MAINT-AMEN LAKE DOCTORS, INC.	*	5,395.89	465.00 5,395.89 000497
8/01/19	8698	8/01/19	8698	201908	330-53800-46200		AUG LANDSCAPE MAINT-AMEN LANDCARE GROUP, INC.	*	5,395.89	5,395.89 000498

BANL -BANNON LAKES- BPFERGRINO

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DFT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT
8/09/19	00013	8/01/19	8699	201908	330-53800	46200	AUG LANDSCAPE MAINT-LAKES	*	6,331.25	6,331.25 000499
8/09/19	00018	7/16/19	687-9927	201908	320-57200	45800	LANDSCAPE GROUP, INC.	*	250.05	
8/09/19	00014	8/01/19	59	201908	320-57200	45300	REPUBLIC SERVICES #687	*	583.33	250.05 000500
8/01/19	59	AUG JANITORIAL SERVICE							910.50	
8/01/19	59	AUG POOL MAINTENANCE							1,596.50	
8/01/19	59	AUG OPER MNGM SERVICE							2,600.00	
8/01/19	59	AUG FACILITY MNGM SERVICE							5,690.33	000501
8/15/19	00013	7/31/19	8753	201907	330-53800	46400	RIVERSIDE MANAGMENT SERVICES, INC	*	39.50	
8/15/19	00013	7/31/19	8754	201907	330-53800	46400	LANDCARE GROUP, INC.	*	21.50	39.50 000502
8/15/19	00002	7/23/19	I0319719	201907	310-51300	48000	LANDCARE GROUP, INC.	*	242.34	21.50 000503
8/22/19	00030	8/08/19	1014175	201908	320-57200	60000	THE ST AUGUSTINE RECORD	*	350.00	242.34 000504
8/22/19	00030	8/16/19	1016066	201908	320-57200	60000	FREEDOM PEST CONTROL	*	150.00	350.00 000505
8/22/19	00019	8/14/19	13129558	201908	320-57200	45210	FREEDOM PEST CONTROL	*	727.50	150.00 000506
8/22/19	00014	8/19/19	60	201907	320-57200	45100	POOLSURE	*	2,387.04	727.50 000507
							RIVERSIDE MANAGMENT SERVICES, INC		2,387.04	2,387.04 000508

BANL -BANNON LAKES- BPBERGRINO

\*\*\* CHECK DATES 08/01/2019 - 09/30/2019 \*\*\* BANNON LAKES - GENERAL FUND  
 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#
8/29/19	00007	4/09/19	190062	201903	300	13100	10100		MAR PROFESSIONAL SERVICES	*	236.17	000509
9/13/19	00037	9/09/19	0902019	201909	300	20700	10200		ENGLAND THIMS & MILLER INC	*	52,448.58	
9/13/19	00003	9/01/19	54	201909	310	51300	34000		LENNAR HOMES ASSESSMENT	*	3,750.00	52,448.58 000510
		9/01/19	54	201909	310	51300	35100		SEP MANAGEMENT FEES	*	144.42	
		9/01/19	54	201909	310	51300	31600		SEP INFORMATION TECH	*	341.67	
		9/01/19	54	201909	310	51300	51000		SEP DISSEMINATION SERVICE	*	18.93	
		9/01/19	54	201909	310	51300	42000		OFFICE SUPPLIES	*	7.50	
		9/01/19	54	201909	310	51300	42500		POSTAGE	*	309.75	
		9/01/19	54	201909	310	51300			COPIES	*		
9/13/19	00005	8/30/19	109579	201907	310	51300	31500		GOVERNMENTAL MANAGEMENT SRVCS LLC	*	62.00	4,572.27 000511
9/13/19	00017	9/02/19	456790	201909	330	53800	46800		JUL MONTHLY MEETING	*	475.00	62.00 000512
9/13/19	00013	9/01/19	8871	201909	330	53800	46200		HOPPING GREEN & SAMS	*	475.00	
9/13/19	00013	9/01/19	8872	201909	330	53800	46200		LAKE DOCTORS, INC.	*	5,395.89	475.00 000513
9/13/19	00018	8/16/19	6879948	201909	320	57200	45800		SEP LANDSCAPE MAINT-AMENI	*	6,331.25	5,395.89 000514
		9/01/19	8872	201909	330	53800	46200		LANDSCAPE MAINT-LAKES	*	6,331.25	
		9/01/19	8872	201909	330	53800	46200		LANDSCAPE MAINT-LAKES	*	252.85	6,331.25 000515
		9/01/19	8872	201909	330	53800	46200		LANDSCAPE MAINT-LAKES	*	252.85	
9/27/19	00006	9/12/19	9567	201909	300	15500	10000		REPUBLIC SERVICES #687	*	5,750.00	252.85 000516
		9/12/19	9567	201909	300	15500	10000		FY20 ADMIN INSURANCE	*	13,840.00	5,750.00
		9/12/19	9567	201909	300	15500	10000		FY20 PROPERTY INSURANCE	*	13,840.00	
		9/12/19	9567	201909	300	15500	10000		EGIS INSURANCE ADVISORS LLC	*	19,590.00	19,590.00 000517

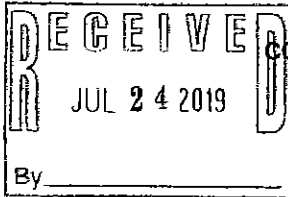
BANL -BANNON LAKES- BPEREGRINO

\*\*\* CHECK DATES 08/01/2019 - 09/30/2019 \*\*\*  
 BANNON LAKES - GENERAL FUND  
 BANK A BANNON LAKES-GENERAL

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT
9/27/19	00005	9/30/16	90158	201810	300-13100-10000			HOPPING GREEN & SAMS PROJECT CONSTRUCTION	*	1,207.80	1,207.80 000518
9/27/19	00005	6/30/17	94821	201810	300-13100-10000			HOPPING GREEN & SAMS PROJECT CONSTRUCTION	*	137.50	137.50
9/27/19	00014	9/01/19	329	201909	320-57200-45300			HOPPING GREEN & SAMS SEP JANITORIAL SERVICES	*	583.33	583.33
		9/01/19	329	201909	320-57200-45200			SEP POOL MAINTENANCE	*	910.50	910.50
		9/01/19	329	201909	320-57200-46001			SEP OPER MNGM SERVICES	*	1,596.50	1,596.50
		9/01/19	329	201909	320-57200-34000			SEP FACILITY MAINTENANCE	*	2,600.00	2,600.00
								RIVERSIDE MANAGMENT SERVICES, INC			5,690.33 000520
9/27/19	00020	9/10/19	19-30261	201909	320-57200-46110			ACCESS CARDS 23951-24050	*	1,050.00	1,050.00 000521
								SECURITY ENGINEERING			
TOTAL FOR BANK A										225,767.55	
TOTAL FOR REGISTER										225,767.55	

BANK - BANNON LAKES - BEBERGRINO





**Bannon Lakes**  
COMMUNITY DEVELOPMENT DISTRICT

*General Fund*

**Check Request**

Date	Amount	Authorized By
July 24, 2019	\$100,000.00	Bernadette Peregrino

Payable to:

Bannon Lakes CDD c/o State Board Administration #43

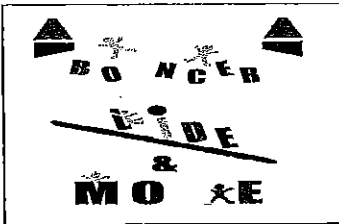
Date Check Needed:

Budget Category:

ASAP	I-300-15100-10000
------	-------------------

Intended Use of Funds Requested:

Deposit for new open account
<i>(Attach supporting documentation for request.)</i>



Bouncers, Slides, and More Inc.  
 1915 Bluebonnet Way  
 Fleming Island, FL  
 32003

**Invoice**  
 Date: 03, July 2019  
 Invoice No.: 07032019.01

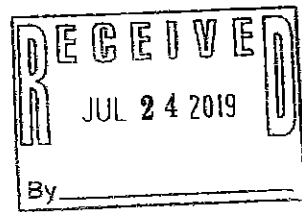
Name / Address  
 Attn: Robin Nixon  
 Bannan Lakes  
 435 Bannan Lakes Blvd.  
 St Augustine, FL 32092  
 BannanManager@RMSNF.c

**Additional Details:**

	<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Discount</u>	<u>Subtotal</u>	<u>Extended</u>
1	Outdoor Movie	1	\$450.00	20%	\$350.00	\$350.00
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
<b>Comments:</b>		<b>Subtotal</b>				\$350.00
		<b>Sales Tax (0.0%)</b>				N/A
		<b>Total</b>				\$350.00

V-44 (A)

001.320.572.494





Bannon Lakes, CDD  
 c/o Governmental Management Services  
 475 West Town Place  
 Suite 114  
 St. Augustine, FL 32092

July 10, 2019  
 Project No: 13061.12000  
 Invoice No: 0190955

Project 13061.12000 Bannon Lakes CDD

**Professional Services rendered through June 30, 2019**

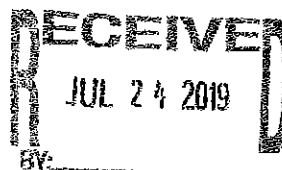
**Professional Personnel**

	Hours	Rate	Amount
Senior Engineer	2.00	180.00	360.00
Administrative Support	.50	75.00	37.50
Totals	2.50		397.50
<b>Total Labor</b>			<b>397.50</b>

	Current	Prior	To-Date
Expenses	0.00	1,198.97	1,198.97
Contract Limit			2,500.00
Remaining			1,301.03

**Invoice Total this Period \$397.50**

V-7 (A)  
 1,310,573.311



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

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-612-8890 • fax 904-614-9485  
 CA-0002594 LC-000016



Invoice

Date  
Invoice #

7/9/2019  
131295587070

1707 Townhurst Dr  
Houston TX 77043  
ar@poolsure.com  
800-858-POOL (7665)  
www.poolsure.com

Terms	Net 20
Due Date	7/29/2019
PO #	
Delivery Ticket #	Sales Order #1327099
Delivery Date	7/8/2019
Delivery Location	Bannon Lakes Pool
Customer #	13BAN025

**Bill To**  
Riverside Management Services  
Bannon Lakes CDD  
9655 Florida Minning Blvd West  
bdg 300 suite 305  
Jacksonville FL 32257

**Ship To**  
Bannon Lakes CDD  
435 Bannon Lakes Blvd  
St. Augustine FL 32095

LATE FEE: This constitutes notice under the truth in lending act that any accounts remaining unpaid after the due date are subject to 1 1/2% per month late charge and attorney fees.

Item ID	Item	Quantity	Units	Rate	Amount
115-300	Bleach Minibulk Delivered	400	gal	1.50	600.00
160-050	Pool Acid bulk by Gallon	30	gal	3.00	90.00
115-300	Bleach Minibulk Delivered	5	gal	1.50	7.50
<p><i>Btuph 7-22-19</i> <i>Pool Chemicals</i> <i>001.326.57200145210</i></p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p style="text-align: center; font-weight: bold; font-size: 1.2em;">RECEIVED</p> <p style="text-align: center;">JUL 29 2019</p> <p>By _____</p> </div>					

Total Amount Due    697.50  
\$697.50

V-19 (A)

**Remittance Slip**

Customer  
13BAN025  
Invoice #  
131295587070

Amount Due    \$697.50

Amount Paid    \_\_\_\_\_

Make Checks Payable To  
Poolsure  
PO Box 55372  
Houston, TX 77265-5372

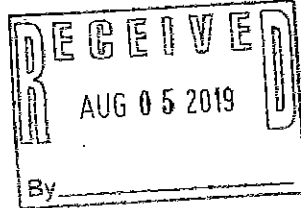


**Governmental Management Services, LLC**  
 1001 Bradford Way  
 Kingston, TN 37763

# Invoice

Invoice #: 53  
 Invoice Date: 8/1/19  
 Due Date: 8/1/19  
 Case:  
 P.O. Number:

Bill To:  
 Bannon Lakes CDD  
 475 West Town Place  
 Suite 114  
 St. Augustine, FL



Description	Hours/Qty	Rate	Amount
Management Fees - August 2019 <i>1,310, 573, 340</i>		3,750.00	3,750.00
Information Technology - August 2019 <i>-1- 357</i>		144.42	144.42
Dissemination Agent Services - August 2019 <i>-1- 316</i>		341.67	341.67
Office Supplies <i>-1- 510</i>		0.27	0.27
Postage <i>420</i>		49.61	49.61
Copies <i>425</i>		7.80	7.80

*V-3 (A)*

<b>Total</b>	<b>\$4,293.77</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$4,293.77</b>

# 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. 3/0. 573. 3/5

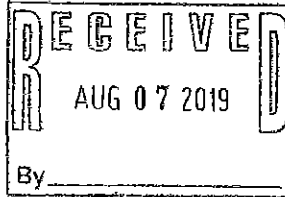
STATEMENT

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

~~July 31, 2019~~

~~Bill Number 108938~~

Billed through 06/30/2019



~~General Counsel~~

~~BLCDD 00001 WSH~~

**FOR PROFESSIONAL SERVICES RENDERED**

06/05/19	KSB	Prepare for and attend board meeting; perform meeting follow up.	0.80 hrs
06/05/19	KFJ	Correspond with district manager; prepare budget hearing documents; confer with Buchanan.	0.30 hrs
06/18/19	KSB	Review meeting minutes.	0.30 hrs
06/21/19	KSB	Review annual audit.	0.80 hrs
Total fees for this matter			\$503.00

**MATTER SUMMARY**

Jusevitch, Karen F.- Paralegal	0.30 hrs	125 /hr	\$37.50
Buchanan, Katie S.	1.90 hrs	245 /hr	\$465.50

TOTAL FEES \$503.00

**TOTAL CHARGES FOR THIS MATTER \$503.00**

**BILLING SUMMARY**

Jusevitch, Karen F.- Paralegal	0.30 hrs	125 /hr	\$37.50
Buchanan, Katie S.	1.90 hrs	245 /hr	\$465.50

TOTAL FEES \$503.00

**TOTAL CHARGES FOR THIS BILL \$503.00**

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



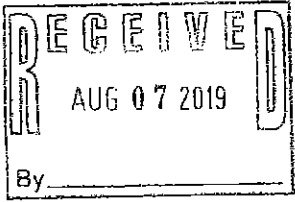
3543 State Road 419, Winter Springs, FL 32708  
 PH: 800-666-5253

# INVOICE

Invoice #	449716
Account #	723475
Invoice Date	8/1/2019
Due Date	8/11/2019
Rep	MAS

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

<b>Invoice Questions:</b> Lakes@lakedoctors.com <b>Payment Questions:</b> Payments@lakedoctors.com
---

Purchase Order Number		Terms	Invoice Date Reflects Month of Service Provided
		NET 10 DAYS	
Item	Description	Amount	
	Monthly Water Management Service (R)	465.00	
		V-17 (A) 1,330.538.468 H.	
<b>Customer Total Balance</b>		\$465.00	
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!			<b>Total Invoice</b> 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](http://www.lakedoctors.com) for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

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

Amount Enclosed

Invoice #	449716
Account #	723475
Date	8/1/2019

Go Green! Contact us at [Payments@lakedoctors.com](mailto:Payments@lakedoctors.com) to have your invoices emailed.

For address and contact updates, please email us at [Frontdesk@lakedoctors.com](mailto: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	_____	

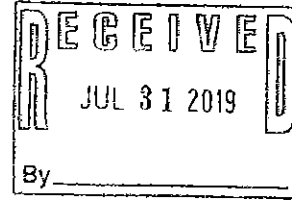


# Landcare Group

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

# Invoice

Terms	Date	Invoice #
Net 30	8/1/2019	8698



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 August	1	5,395.89	5,395.89
V-13 (A) 1,380.538.462			
Thank you for your business!		<b>Total</b>	\$5,395.89
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$5,395.89





# Landcare Group

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

# Invoice

Terms	Date	Invoice #
Net 30	8/1/2019	8699

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

**RECEIVED**  
 JUL 31 2019  
 By \_\_\_\_\_

Project		Project #	
Common Areas & Lakes		M102	
Description	Quantity	Rate	Amount
Monthly maintenance for the month of August  <i>1,330.538.462</i>  <i>V-13 (A)</i>	I	6,331.25	6,331.25
Thank you for your business!		<b>Total</b>	\$6,331.25
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$6,331.25



8619 Western Way  
Jacksonville FL 32256-036060

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

**Important Information**

We are currently reviewing our bulk item pickup service fees on all accounts. Your next invoice may reflect a fee rate adjustment, if you have any questions, please contact us.

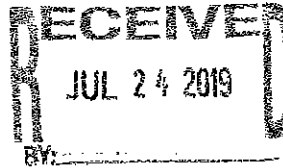
Account Number 3-0687-0010861  
Invoice Number 0687-000992731  
Invoice Date July 16, 2019  
Past Due on 07/16/19 \$251.50  
Payments/Adjustments \$0.00  
Current Invoice Charges \$250.05

Total Amount Due	Payment Due Date
<b>\$501.55</b>	<b>Past Due</b>

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
Bannon Lakes Cdd 435 Bannon Lakes Dr CSA A172389154 St. Augustine, FL Contract: 9687022 (C51) 1 Waste Container 8 Cu Yd, 1 Lift Per Week Pickup Service 08/01-08/31			\$175.80	\$175.80
Administrative Fee				\$5.95
Total Fuel/Environmental Recovery Fee				\$56.76
Total Franchise - Local				\$11.54
<b>CURRENT INVOICE CHARGES, Due by August 05, 2019</b>				<b>\$250.05</b>

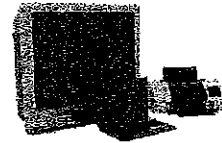
V-18 (A)  
1,320,572,458



L2RCACDTYR 015273 11111111111111111111 001 001 030551 21289401.1

**Electronics Recycling with BlueGuard™**

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



Past Due	30 Days \$251.50	60 Days \$0.00	90+ Days \$0.00
----------	---------------------	-------------------	--------------------



8619 Western Way  
Jacksonville FL 32256-036060

Please Return This  
Portion With Payment

Total Amount Due \$501.55  
Payment Due Date Past Due  
Account Number 3-0687-0010861  
Invoice Number 0687-000992731

**Total Enclosed**

Return Service Requested

L2RCACDTYR 015273



BANNON LAKES CDD  
LOUIS COWLING  
475 W TOWN PL  
STE 114  
ST AUGUSTINE FL 32092-3648

For Billing Address Changes,  
Check Tag and Complete Reverse

Make Checks Payable To:

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

3068700108610000000992731000025005000501552

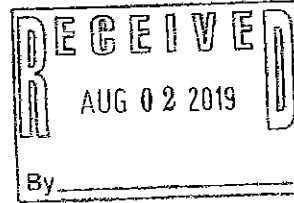
Riverside Management Services, Inc

Suite 305  
Jacksonville, FL 32257

# Invoice

Date	Invoice #
8/1/2019	59

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



P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Janitorial Services - August 2019 320,572,4530	583.33	583.33
	Pool Maintenance Services - August 2019 320,572,4520	910.50	910.50
	Operations Management Services - August 2019 320,572,46001	1,596.50	1,596.50
	Facility Management Services - August 2019 320,572,3400	2,600.00	2,600.00
	V-14 (A)		
		<b>Total</b>	55,690.33

RHW  
8.1.19



# Landcare Group

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

# Invoice

Terms	Date	Invoice #
Net 30	7/31/2019	8753

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

**RECEIVED**  
AUG 12 2019  
By \_\_\_\_\_

Project			Project #
Bannon Lakes Amenity Center			M101
Description	Quantity	Rate	Amount
<u>Irrigation Maintenance for July</u>			
Irrigation Parts: Nozzle, (2) MPR nozzles	1	22.00	22.00
Irrigation Labor: 7/11 at Amenity Center	0.5	35.00	17.50
(A) 13 1,330.538.484			
Thank you for your business!		<b>Total</b>	\$39.50
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$39.50

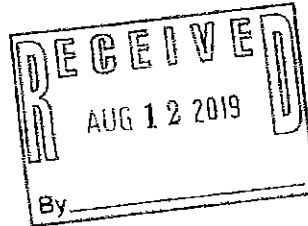


Irrigation - Landscape - Maintenance  
 35 Enterprise Drive  
 Bunnell, FL 32110  
 (386) 586-3321

# Invoice

Terms	Date	Invoice #
Net 30	7/31/2019	8754

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 July			
Irrigation Parts: Nozzle, (2) poly couplings	1	4.00	4.00
Irrigation Labor: 7/22 at CommonArea	0.5	35.00	17.50
13 (A) 1,330,538.404			
Thank you for your business!			<b>Total</b> \$21.50
			<b>Payments/Credits</b> \$0.00
			<b>Balance Due</b> \$21.50



Questions on this invoice call:  
(866) 470-7133 Option 2

START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT
06/30		Balance Forward						\$251.31
07/01	P90758	Payment - Lockbox 471						\$-157.07
07/29	P95272	Payment - Lockbox 486						\$-94.24
07/23 07/30	103197195-07232019	ADT FY 2019-2020 BUDGET	SA St Augustine Record	1.00 x 6.7500	6.75	2	\$8.98	\$121.24
07/23 07/30	103197195-07232019	ADT FY 2019-2020 BUDGET	SA St Aug Record Online	1.00 x 6.7500	6.75	2	\$8.97	\$121.10
PREVIOUS AMOUNT OWED:				\$251.31				
NEW CHARGES THIS PERIOD:				\$242.34				
CASH THIS PERIOD:				(\$251.31)				
DEBIT ADJUSTMENTS THIS PERIOD:				\$0.00				
CREDIT ADJUSTMENTS THIS PERIOD:				\$0.00				
We appreciate your business.								

V-2  
1,310,573.480  
(A)

RECEIVED  
AUG 13 2019  
BY:

**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	
	\$242.34		\$0.00	\$0.00	\$0.00	\$0.00		\$242.34	
SALES REPRESENTATIVE #		ADVERTISER INFORMATION							
Melissa Rhinehart 904-819-3423		1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
			07/01/2019 - 08/04/2019		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			
		07/01/2019 - 08/04/2019				BANNON LAKES CDD - GMS			
COMPANY	23	TOTAL AMOUNT DUE		* UNAPPLIED AMOUNT	3	TERMS OF PAYMENT			
SA 7		\$242.34		\$0.00		NET 15 DAYS			
21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS				
	\$242.34		\$0.00	\$0.00	\$0.00				
4	PAGE #	6	BILLING DATE	8	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	24	STATEMENT NUMBER
			08/04/2019		15652		15652		0000050242

BILLING ACCOUNT NAME AND ADDRESS

REMITTANCE ADDRESS



8 - 2770

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

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



Tue, Jul 30, 2019  
8:00:40AM

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: 0003197195-01      Caller: SHELBY STEPHENS      Paytype: BILL  
Start: 07/23/2019      Issues: 2      Stop: 07/30/2019  
Placement: SA Legals      Rep: Melissa Rhinehart  
Copy Line: BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPT

Lines 81  
Depth 6.75  
Columns 1  
Price \$242.34

**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.**

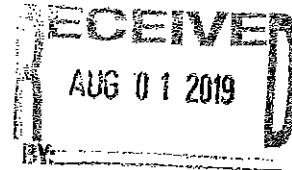
The Board of Supervisors ("Board") of the Bannan Lakes Community Development District ("District") will hold a public hearing on August 23, 2019, at 1:00 p.m. at the offices of Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, for the purpose of hearing 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



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

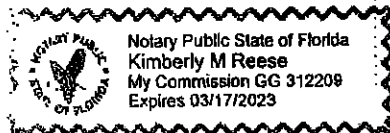
Before the undersigned authority personally appeared JULIA KERTI who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a NOTICE OF HEARING in the matter of ADT FY 2019-2020 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.

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

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

Kimberly M Reese  
(Signature of Notary Public)



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 desires 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



**FREEDOM**  
**PEST CONTROL**  
**904-272-BUGS (2847)**  
 3600 Pearia Rd, Suite 103  
 Orange Park, FL 32065



**Service Slip/Invoice**

INVOICE: 1014175  
 DATE: 8/8/2019  
 ORDER: 1014175

Bill To: [106210]  
 Bannan Lakes CDD  
 Bannan Lakes Resident's Club  
 435 B Bannan Lakes Blvd  
 St. Augustine, FL 32092

Work Location: [106210]  
 Bannan Lakes CDD  
 Bannan Lakes Resident's Club  
 435 B Bannan Lakes Blvd  
 St. Augustine, FL 32092

Work Date	Time	Target Pest	Technician	Time In
8/8/2019	08:04 AM		2MARCUS	Marcus Lopez
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	8/8/2019		

Service	Description	Price
TC-SRP	Annual Termite Control Renewal	350.00
		<b>SUBTOTAL \$350.00</b>
		TAX \$0.00
		AMT. PAID \$0.00
		<b>TOTAL \$350.00</b>
		<b>AMOUNT DUE \$350.00</b>

*B. Lopez 8-19-19*  
*REPAIRS + MAINT.*  
*001.320.57200.60000*

*V-80*      *(A)*

**RECEIVED**  
 AUG 20 2019  
 By \_\_\_\_\_

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

**PLEASE PAY FROM THIS INVOICE**

**FREEDOM**  
**PEST CONTROL**  
 904-272-BUGS (2847)  
 3600 Peoria Rd, Suite 103  
 Orange Park, FL 32065



**Service Slip/Invoice**

INVOICE: 1016066  
 DATE: 8/16/2019  
 ORDER: 1016066

Bill To: [106210]  
 Bannan Lakes CDD  
 Bannan Lakes Resident's Club  
 435 B Bannan Lakes Blvd  
 St. Augustine, FL 32092

Work Location: [106210]  
 Bannan Lakes CDD  
 Bannan Lakes Resident's Club  
 435 B Bannan Lakes Blvd  
 St. Augustine, FL 32092

Work Date	Time	Target Pest	Technician	Time In
8/16/2019	01:52 PM		2MARCUS	Marcus Lopez
Purchase Order	Terms	Log Service	Map Code	Time Out
	NET 30	8/16/2019		

Service	Description	Price
I - MONTHLY	Initial Monthly Pest Control	150.00
		<b>SUBTOTAL \$150.00</b>
		TAX \$0.00
		AMT. PAID \$0.00
		<b>TOTAL \$150.00</b>
		<b>AMOUNT DUE \$150.00</b>

*Bkpt 8-19-19  
 REPAIRS + MAINT.  
 001.320, 57200, 60000*

*V-30 (A)*

**RECEIVED**  
 AUG 20 2019  
 By \_\_\_\_\_

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

Flies by acknowledge the satisfactory completion of all services rendered and agree to pay the cost of services as specified above.

**PLEASE PAY FROM THIS INVOICE**



Invoice

Date 8/14/2019  
Invoice # 131295588151

1707 Townhurst Dr  
Houston TX 77043  
ar@poolsure.com  
800-858-POOL (7665)  
www.poolsure.com

Terms	Net 20
Due Date	9/3/2019
PO #	
Delivery Ticket #	Sales Order #1327742
Delivery Date	8/13/2019
Delivery Location	Bannon Lakes Pool
Customer #	13BAN025

Bill To  
Riverside Management Services  
Bannon Lakes CDD  
9655 Florida Minning Blvd West  
bldg 300 suite 305  
Jacksonville FL 32257

Ship To  
Bannon Lakes CDD  
435 Bannon Lakes Blvd  
St. Augustine FL 32095

LATE FEE: This constitutes notice under the truth in lending act that any accounts remaining unpaid after the due date are subject to 1 1/2% per month late charge and attorney fees.

Item ID	Item	Quantity	Units	Rate	Amount
115-300	Bleach Minibulk Delivered	475	gal	1.50	712.50
115-300	Bleach Minibulk Delivered	10	gal	1.50	15.00

*Blupt 8-19-19  
Pool Chemicals  
001.320.57200, 45210*

RECEIVED

AUG 20 2019

By \_\_\_\_\_

Total 727.50  
Amount Due \$727.50

V-19 (A)

Remittance Slip

Customer  
13BAN025  
Invoice #  
131295588151

Amount Due \$727.50

Amount Paid \_\_\_\_\_

Make Checks Payable To  
Poolsure  
PO Box 55372  
Houston, TX 77255-5372



131295588151

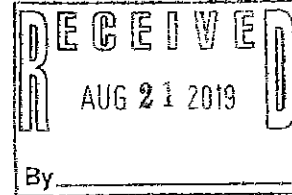
Riverside Management Services, Inc

Suite 305  
Jacksonville, FL 32257

# Invoice

Date	Invoice #
8/19/2019	60

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 July 1 - July 31, 2019	1,951.56	1,951.56
	Maintenance Supplies	435.48	435.48
	<i>Jul. Facility Maint 320,572,4510</i>		
	<i>V-14 (A)</i>		
		<b>Total</b>	<b>\$2,387.04</b>

*RHW  
8.20.19*

RMS

BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT  
 MAINTENANCE BILLABLE HOURS  
 FOR THE MONTH OF JULY 2019

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
7/3/19	3	K.H.	Cut down dead tree next to sidewalk by basketball courts
7/4/19	1	K.B.	Check and changed all trash receptacles, removed debris around amenity center
7/7/19	3	K.B.	Emergency Pool Call Out - had to shut down pool to clean feces out of pool
7/11/19	3.6	K.B.	Checked and changed trash receptacles, blew debris off tennis courts and basketball courts, emptied dog park trash receptacles, dusted for spider webs and eggs, fixed tennis court windscreen
7/16/19	5.6	K.H.	Cut down 2 dead trees and removed debris at amenity center
7/16/19	5.5	R.M.	Cut down 2 dead oak trees and disposed of
7/17/19	4	B.M.	Cleaned all lakes of debris
7/19/19	4	K.B.	Dusted for spider webs and eggs, checked and changed all trash receptacles and dog pot, blew off debris and leaves off side walks, basketball and tennis courts, straightened pavilion furniture, fixed windscreen on tennis court
7/23/19	7	K.H.	Install 3 benches in dog park, secure with concrete, picked up supplies
7/23/19	7	R.M.	Install 3 benches in dog park, secure with concrete, picked up supplies
7/26/19	4	K.B.	Dusted for spider webs and eggs, blew debris and leaves off tennis courts, sidewalks, basketball courts, checked and changed trash receptacles at dog park, fixed windscreen that was coming
7/25/19	6	K.H.	Picked up supplies, re-poured cement around footings of benches at dog park and leveled bleach washed dog park fence
7/31/19	1	K.B.	Pressure washed bird feces off basketball courts and tennis courts
<b>TOTAL</b>	<u>54.5</u>		
<b>MILES</b>	<u>99</u>		*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.446

MAINTENANCE BILLABLE PURCHASES

Period Ending 08/05/19

<u>DISTRICT</u>	<u>DATE</u>	<u>SUPPLIES</u>	<u>PRICE</u>	<u>EMPLOYEE</u>
BL BANNON LAKES				
	7/6/19	Doorstop 2 pk	4.47	B.L.
	7/6/19	Swiffers Mop Pads	10.32	B.L.
	7/6/19	13 gallon Trash Bags	16.07	B.L.
	7/6/19	Bucket	6.97	B.L.
	7/11/19	Animal Trapping	195.00	B.S.
	7/23/19	3/8" Washers	1.36	K.H.
	7/23/19	Bleach 1 Galon	4.05	K.H.
	7/23/19	80 lb Concrete (3)	16.87	K.H.
	7/24/19	HDX Paper Towels 12 rolls	18.37	B.S.
	7/24/19	Swiffer Wet Jet Refill 24 pk	14.92	B.S.
	7/24/19	Swiffer Duster Refill 12 ct	11.47	B.S.
	7/24/19	Latex Gloves 60 ct	5.72	B.S.
	7/24/19	Swiffer Wet Jet Liquid Refill	10.89	B.S.
	7/24/19	Sprayway Glass Cleaner	3.30	B.S.
	7/24/19	Febreze Air Heavy Duty	4.57	B.S.
	7/24/19	409 Multipurpose Cleaner	3.42	B.S.
	7/25/19	80 lb Concrete (2)	11.25	K.H.
	7/30/19	80 lb Concrete (6)	33.74	K.H.
	7/30/19	3/8" Bolt (6)	9.32	K.H.
	7/30/19	3/8" Nut (2)	2.71	K.H.
	8/1/19	Bird Decoy	12.93	B.S.
	8/1/19	Bird Decoy	12.93	B.S.
	8/1/19	Bird Repel Spikes	24.87	B.S.
		<b>TOTAL</b>	<u>\$435.48</u>	

# Bannon Lakes

Community Development District

Construction Funding Request #20

June 4, 2019

Req. PAYEE

Series 2016 Construction

143	England Thims & Miller Professional Services through March 31, 2019 Inv #190062 4/9/19	\$	236.17
-----	---	----	--------

V-7 (A)

1-300-131101  
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

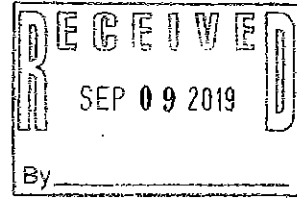
Signature: \_\_\_\_\_

Secretary/Asst. Secretary

**Bannon Lakes**  
COMMUNITY DEVELOPMENT DISTRICT

*General Fund*

**Check Request**



Date	Amount	Authorized By
September 9, 2019	\$52,448.58	Sheryl Fulks

Payable to:

Bannon Lakes CDD c/o BNY Mellon #37

Date Check Needed:

Budget Category:

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

Intended Use of Funds Requested:

Lennar Homes Asmnt	52,448.58
	52,448.58
<i>(Attach supporting documentation for request.)</i>	



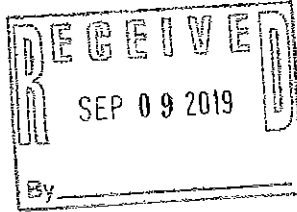
**Governmental Management Services, LLC**

1001 Bradford Way  
Kingston TN 37763

**Invoice**

Invoice #: 54  
Invoice Date: 9/1/19  
Due Date: 9/1/19  
Case:  
P.O. Number:

Bill To:  
Bannon Lakes CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL



Description	Hours/Qty	Rate	Amount
Management Fees - September 2019 <i>1-31-513-34</i>		3,750.00	3,750.00
Information Technology - September 2019 <i>1-31-513-351</i>		144.42	144.42
Dissemination Agent Services - September 2019 <i>1-31-513-316</i>		341.67	341.67
Office Supplies <i>1-31-513-51</i>		18.93	18.93
Postage <i>1-31-513-42</i>	<i>3</i>	7.50	7.50
Copies <i>1-31-513-425</i>		309.75	309.75
<b>Total</b>			<b>\$4,572.27</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$4,572.27</b>

# Hopping Green & Sams

Attorneys and Counselors

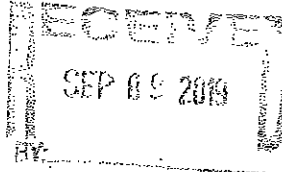
119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

===== STATEMENT =====

August 30, 2019

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

Bill Number 109579  
Billed through 07/31/2019



1-31-513-315  
5

**General Counsel**

**BLCDD 00001 WSH**

**FOR PROFESSIONAL SERVICES RENDERED**

07/16/19	KFJ	Correspond with McKee and district manager; amend budget hearing notice.	0.30 hrs
07/31/19	LMG	Research new law regarding new definition of "home address" and property appraiser objections to confidential information in assessment rolls; prepare memorandum to district manager regarding same.	0.10 hrs

Total fees for this matter \$62.00

**MATTER SUMMARY**

Jusevitch, Karen F.- Paralegal	0.30 hrs	125 /hr	\$37.50
Gentry, Lauren M.	0.10 hrs	245 /hr	\$24.50

TOTAL FEES \$62.00

**TOTAL CHARGES FOR THIS MATTER \$62.00**

**BILLING SUMMARY**

Jusevitch, Karen F.- Paralegal	0.30 hrs	125 /hr	\$37.50
Gentry, Lauren M.	0.10 hrs	245 /hr	\$24.50

TOTAL FEES \$62.00

**TOTAL CHARGES FOR THIS BILL \$62.00**

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



**The Lake Doctors, Inc.**  
Aquatic Management Services

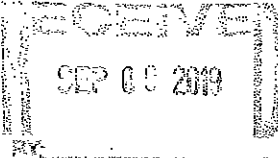
3543 State Road 419, Winter Springs, FL 32708  
PH: 800-666-5253

# INVOICE

Invoice #	456790
Account #	723475
Invoice Date	9/2/2019
Due Date	9/12/2019
Rep	MAS

<b>Bill To</b>
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
---

Purchase Order Number		Terms	Invoice Date Reflects Month of Service Provided
		NET 10 DAYS	
Item	Description	Amount	
	Monthly Water Management Service (R)	475.00	
		 1-33-538-468 17	
<b>Customer Total Balance</b>		<b>\$475.00</b>	
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!			<b>Total Invoice \$475.00</b>

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](http://www.lakedoctors.com) for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

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

Amount Enclosed

Invoice #	456790
Account #	723475
Date	9/2/2019

Go Green! Contact us at [Payments@lakedoctors.com](mailto:Payments@lakedoctors.com) to have your invoices emailed.

For address and contact updates, please email us at [Frontdesk@lakedoctors.com](mailto:Frontdesk@lakedoctors.com).

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



IF PAYING BY CREDIT CARD, FILL OUT BELOW		
<input type="checkbox"/> Mastercard	<input type="checkbox"/> Visa	<input type="checkbox"/> American Express
Card #	_____	
Card Verification #	_____	
Exp. Date #	_____	
Print Name	_____	
Billing Address:	___ Check box if same as above	
	_____	
Signature	_____	



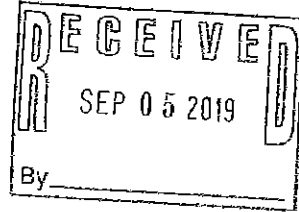
# Landcare Group

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

# Invoice

Terms	Date	Invoice #
Net 30	9/1/2019	8871

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 September  <i>V-13 (A)</i> <i>1,330,538.462</i>	1	5,395.89	5,395.89
Thank you for your business!		<b>Total</b>	\$5,395.89
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$5,395.89



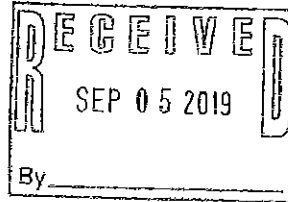
# Landcare Group

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

# Invoice

Terms	Date	Invoice #
Net 30	9/1/2019	8872

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



Project			Project #
Common Areas & Lakes			M102
Description	Quantity	Rate	Amount
Monthly maintenance for the month of September  <div style="text-align: center;"> <p>V-13 1,330.538 462</p> <p>(CA)</p> </div>	1	6,331.25	6,331.25
Thank you for your business!		<b>Total</b>	\$6,331.25
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$6,331.25





INVOICE

Customer	Bannon Lakes Community Development District
Acct #	618
Date	09/12/2019
Customer Service	Kristina Rudez
Page	1 of 1

Bannon Lakes Community Development District  
 c/o Governmental Management Services  
 475 West Town Place, Ste 114  
 St. Augustine, FL 32092

Payment Information	
Invoice Summary	\$ 19,590.00
Payment Amount	
Payment for	Invoice#9567
100119279	

Thank You

Please remit payment to the address below



Customer: Bannon Lakes Community Development District

Invoice	Effective	Transaction	Description	Amount
9567	10/01/2019	Renew policy	Policy #100119279 10/01/2019-10/01/2020 Florida Insurance Alliance Package - Renew policy Due Date: 9/12/2019  <i>Prepared V-6 (A)</i> <i>FY20 Admin Ins. \$ 5750</i> <i>FY20 Property Ins \$ 13,840</i> <i>1,300.153,100</i>	19,590.00
				<b>Total</b>
				<b>\$ 19,590.00</b>
				Thank You
FOR PAYMENTS SENT OVERNIGHT: Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oak Lawn, IL 60453				

Remit Payment To: Egis Insurance Advisors, LLC  
 Lockbox 234021 PO Box 84021  
 Chicago, IL 60689-4002

(321)233-9939

sclimer@egisadvisors.com

Date

09/12/2019

# Hopping Green & Sams

Attorneys and Counselors

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

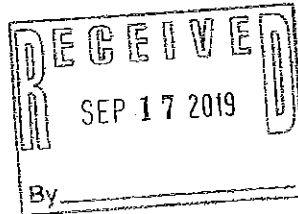
V-5 (A)  
1,300.131.100

===== STATEMENT =====

September 30, 2016

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

Bill Number 90158  
Billed through 08/31/2016



**Project Construction**

**BLCDD 00103 WSH**

**FOR PROFESSIONAL SERVICES RENDERED**

08/04/16	WSH	Confer with Oliver regarding status of RFP's; review same.	0.60 hrs
08/09/16	WSH	Confer with Lancaster and Lavelle regarding RFP packages and procurement process.	0.50 hrs
08/25/16	WSH	Confer with LaValley regarding amenity RFP package.	0.50 hrs
08/26/16	WSH	Confer with Lancaster regarding RFP for amenity center.	0.40 hrs
08/30/16	WSH	Review and revise RFP package for amenity center.	0.90 hrs
08/30/16	KFJ	Confer with Haber regarding amenity RFP documents.	0.20 hrs
08/31/16	WSH	Participate in conference call regarding RFP; review and revise RFP package.	1.30 hrs
Total fees for this matter			\$1,180.00

**MATTER SUMMARY**

Jusevitch, Karen F.- Paralegal	0.20 hrs	125 /hr	\$25.00
Haber, Wesley S.	4.20 hrs	275 /hr	\$1,155.00

TOTAL FEES	\$1,180.00
INTEREST CHARGE ON PAST DUE BALANCE	\$27.80

**TOTAL CHARGES FOR THIS MATTER \$1,207.80**

**BILLING SUMMARY**

Jusevitch, Karen F.- Paralegal	0.20 hrs	125 /hr	\$25.00
Haber, Wesley S.	4.20 hrs	275 /hr	\$1,155.00

TOTAL FEES	\$1,180.00
INTEREST CHARGE ON PAST DUE BALANCE	\$27.80



=====

**TOTAL CHARGES FOR THIS BILL**

-----  
**\$1,207.80**

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

# Hopping Green & Sams

Attorneys and Counselors

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

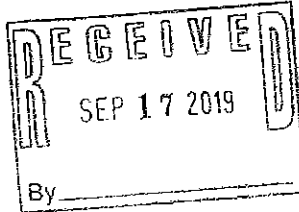
V-5 (A)  
1,300, 131.100

===== STATEMENT =====

June 30, 2017

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

Bill Number 94821  
Billed through 05/31/2017



**Project Construction**

**BLCDD 00103 WSH**

**FOR PROFESSIONAL SERVICES RENDERED**

05/24/17 WSH Review and revise hold harmless agreement for purchase of fitness equipment; confer with Dodson regarding same. 0.50 hrs

Total fees for this matter \$137.50

**MATTER SUMMARY**

Haber, Wesley S. 0.50 hrs 275 /hr \$137.50

TOTAL FEES \$137.50

**TOTAL CHARGES FOR THIS MATTER \$137.50**

**BILLING SUMMARY**

Haber, Wesley S. 0.50 hrs 275 /hr \$137.50

TOTAL FEES \$137.50

**TOTAL CHARGES FOR THIS BILL \$137.50**

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

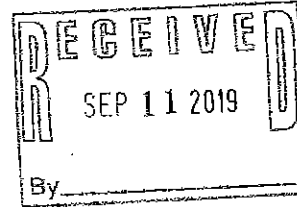
Riverside Management Services, Inc

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

# Invoice

Date	Invoice #
9/1/2019	329

<b>Bill To</b>
Bannock Lakes CDD 9655 Florida Mining Blvd W Suite 305 Jacksonville, FL 32257



P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Janitorial Services - September 2019 320, 572, 4530	583.33	583.33
	Pool Maintenance Services - September 2019 320, 572, 4520	910.50	910.50
	Operations Management Services - September 2019 320, 572, 46001	1,596.50	1,596.50
	Facility Management Services - September 2019 320, 572, 3400	2,600.00	2,600.00
	V-14 (A)		
		<b>Total</b>	<b>\$5,690.33</b>

RVW  
9.3.19

# Invoice

Invoice Number:  
19-30261

Security Engineering And Designs, Inc.  
3139 Waller Street  
Jacksonville, FL 32254

Invoice Date:  
9/10/19

Page:  
1

Voice: 904-371-4931

Fax: 904-371-4939

**Sold To:**

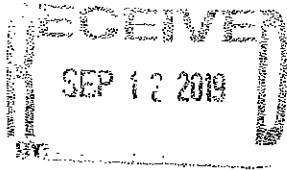
BANNON LAKES CCD  
475 WEST TOWN PLACE  
STE. 114  
ST. AUGUSTINE, FL 32092

**Site Address:**

BANNON LAKES CCD  
575 WEST TOWN PLACE  
STE. 114  
ST. AUGUSTINE, FL 32092

Customer ID: BANNON LAKES CCD

Customer PO	Payment Terms	Sales Rep ID	Due Date
	Net 10 Days		9/20/19

Description	Amount
SHIP (200) ACCESS CARDS # 23951- 24050 FAC 21    V-20 (A) 1,320.572.46/10	1,050.00

Service Department: 371-4931  
Monitoring Center: 800-318-9486  
Installation: 371-4931

Please include invoice number on payment

19-30261

Subtotal	1,050.00
Sales Tax	
Total Invoice Amount	1,050.00
Payment Received	0.00
<b>TOTAL</b>	<b>1,050.00</b>