

BANNON LAKES
Community Development District

August 3, 2022

AGENDA

Bannon Lakes

Community Development District

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

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

July 19, 2022

Board of Supervisors
Bannon Lakes Community Development District
Staff Call In#: 1-888-757-2790: Code: 509700

Dear Board Members:

The Bannon Lakes Community Development District Board of Supervisors Audit Committee Meeting is to proceed the Regular Meeting scheduled for **Wednesday, August 3, 2022, at 1:00 p.m.** at the World Golf Village Renaissance Hotel, 500 S. Legacy Trail, St. Augustine, FL 32092. Following is the advance agenda for this meeting:

Audit Committee

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

Regular Meeting

- I. Call Order
- II. Public Comments
- III. Affidavit of Publication
- IV. Approval of Minutes
 - A. May 4, 2022 Meeting
 - B. May 4, 2022 Audit Committee Meeting
- V. Overview of Approved Fiscal Year 2023 Budget
- VI. Public Hearing
 - A. Consideration of Resolution 2022-09, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2023

- B. Consideration of Resolution 2022-10, Imposing Special Assessments and Certifying an Assessment Roll
 - C. Consideration of Developer Funding Agreement for Fiscal Year 2023
- VII. Consideration of Agreement for Landscape and Irrigation Maintenance Services with Landcare Group, Inc.
- VIII. Consideration of Renewal Proposal with Riverside Management Services, Inc for Amenity Management, Operations Management, and Pool Maintenance Services
- IX. Consideration of Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property by the Bannon Lakes CDD
- X. Discussion for the Implementation of a Towing Policy for the Amenity Center Parking Lot
 - A. Consideration of Resolution 2022-11, Designating the Date, Time, and Place of Public Hearing to Adopt Rules Relating to Overnight Parking and Traffic Enforcement; Adopting the Proposed Rule as a Temporary Policy; and Providing an Effective Date
- XI. Ratification of Janitorial Services Agreement with Jani-King, Inc.
- XII. Update on Changes to Amenity Facility Policies
 - A. Presentation of Redline Changes to Amenity Facility Policies
 - B. Acceptance of Updated Amenity Facility Policies
- XIII. Acceptance of Audit Committee Recommendations
- XIV. Other Business
- XV. Staff Reports
 - A. Attorney
 - B. Engineer
 - 1. Ratification of Series 2021 Requisitions No. 34 – 40
 - 2. Presentation of the Stormwater Needs Analysis Report
 - C. District Manager – Consideration of Proposed FY 23 Meeting Schedule
 - D. General Manager - Report
- XVI. Audience Comments
- XVII. Supervisor's Requests

XVIII. Financial Reports

- A. Balance Sheet and Statement of Revenues & Expenditures for the Period Ending June 30, 2022
- B. Assessment Receipt Schedules
- C. Approval of Check Register

XIX. Organizational Matters

- A. Acceptance of Supervisor Linda Scandurra's Resignation
- B. Consideration of Resolution 2022-12, Election of Officers

XX. Next Scheduled Meeting – TBD

XXI. Adjournment

AUDIT COMMITTEE MEETING

Bannon Lakes Community Development District
Auditor Selection Evaluation Criteria

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



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

BANNON LAKES

COMMUNITY DEVELOPMENT DISTRICT

Proposal Due: July 20, 2022
2:00PM

Submitted to:

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

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, Florida 33431

Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

July 20, 2022

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

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2022, with an option for four (4) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Bannon Lakes Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

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

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or Racquel McIntosh, CPA (rmcintosh@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications



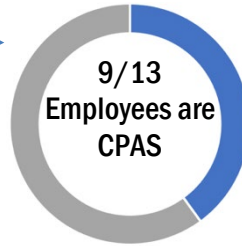
Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



3 Partners
10 Professional Staff
2 Administrative Professionals



2005

Year founded

Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate



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



Peer Review
Program

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

February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

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

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

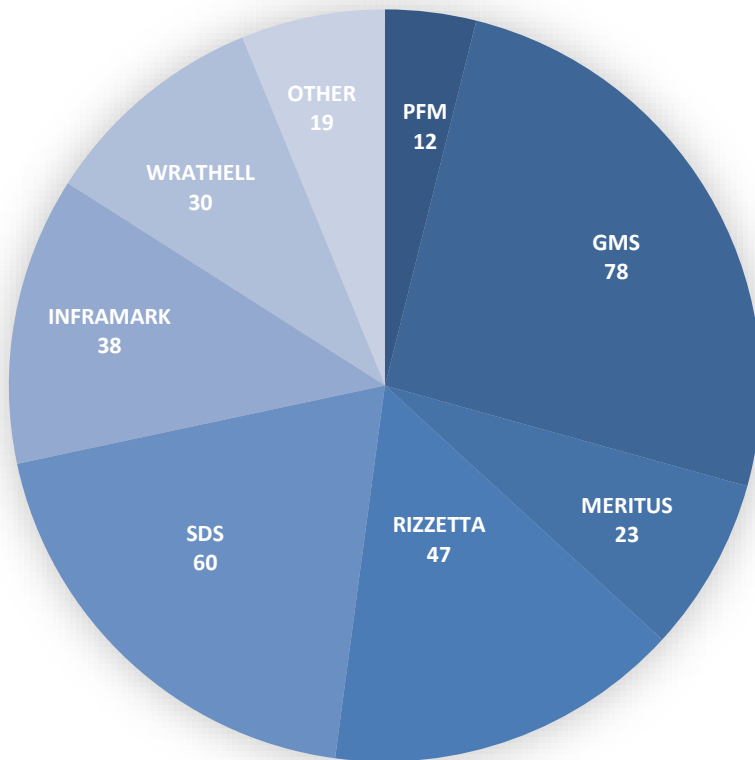
3800 Esplanade Way, Suite 210 | Tallahassee, FL 32311 | 800.342.3197, in Florida | 850.224.2727 | Fax: 850.222.8190 | www.ficpa.org

Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing Audits: 30+

CPE (last 2 years):

Government

Accounting, Auditing:

40 hours; Accounting,

Auditing and Other:

53 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, GFOA

Racquel McIntosh, CPA (Partner)

Years Performing Audits: 14+

CPE (last 2 years):

Government

Accounting, Auditing:

61 hours; Accounting,

Auditing and Other:

30 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

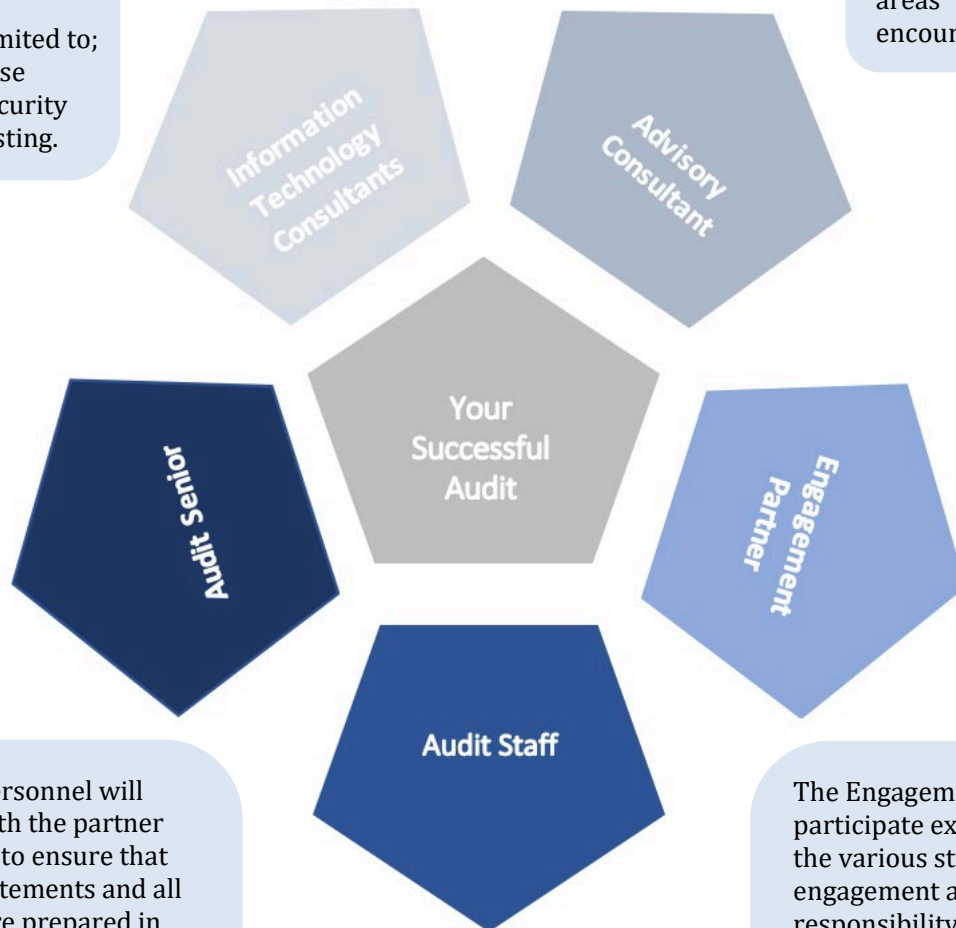
-Racquel McIntosh

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA

Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District
Dunes Community Development District
Fishhawk Community Development District (I, II, IV)
Grand Bay at Doral Community Development District
Heritage Harbor North Community Development District

St. Lucie West Services District
Ave Maria Stewardship Community District
Rivers Edge II Community Development District
Bartram Park Community Development District
Bay Laurel Center Community Development District

Boca Raton Airport Authority
Greater Naples Fire Rescue District
Key Largo Wastewater Treatment District
Lake Worth Drainage District
South Indian River Water Control

Professional Associations/Memberships

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
City of Boca Raton Financial Advisory Board Member

Florida Government Finance Officers Association
Government Finance Officers Association Member

Professional Education (over the last two years)

Course

Government Accounting and Auditing
Accounting, Auditing and Other
Total Hours

Hours

40
53
93 (includes of 4 hours of Ethics CPE)



Racquel C. McIntosh, CPA

Partner

Contact : rmcintosh@graucpa.com | (561) 939-6669

Experience

Racquel has been providing government audit, accounting and advisory services to our clients for over 14 years. She serves as the firm's quality control partner; in this capacity she closely monitors engagement quality ensuring standards are followed and maintained throughout the audit.

Racquel develops in-house training seminars on current government auditing, accounting, and legislative topics and also provides seminars for various government organizations. In addition, she assists clients with implementing new accounting software, legislation, and standards.

Education

Florida Atlantic University (2004)

Master of Accounting

Florida Atlantic University (2003)

Bachelor of Arts:

Finance, Accounting

Clients Served (partial list)

(>300) Various Special Districts, including:
Carlton Lakes Community Development District
Golden Lakes Community Development District
Rivercrest Community Development District
South Fork III Community Development District
TPOST Community Development District

Westchase Community Development District
Monterra Community Development District
Palm Coast Park Community Development District
Long Leaf Community Development District
Watergrass Community Development District

East Central Regional Wastewater Treatment Facilities
Indian Trail Improvement District
Pinellas Park Water Management District
Ranger Drainage District
South Trail Fire Protection and Rescue Service District

Professional Associations/ Memberships

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants

FICPA State & Local Government Committee
FGFOA Palm Beach Chapter

Professional Education (over the last two years)

Course

Government Accounting and Auditing
Accounting, Auditing and Other
Total Hours

Hours

61

30

91 (includes of 4 hours of Ethics CPE)

References



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

Dunes Community Development District

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

Two Creeks Community Development District

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

Journey's End Community Development District

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

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

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

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

Proposed segmentation of the engagement

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



Phase I - Preliminary Planning

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

During this phase we will perform the following activities:

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

Phase II – Execution of Audit Plan

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

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

Phase III - Completion and Delivery

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

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

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

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

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

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

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

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

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

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

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services



Grau & Associates
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Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2022-2026 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2022	\$5,500
2023	\$5,600
2024	\$5,700
2025	\$5,800
2026	<u>\$5,900</u>
TOTAL (2022-2026)	<u>\$28,500</u>

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

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓			✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
TOTAL	333	5	3	328	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

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

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

ARBITRAGE

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

73

Current
Arbitrage
Calculations

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

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

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

PROPOSED BY:

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

600 Citrus Avenue, Suite 200
Fort Pierce, Florida 34950

(772) 461-6120

CONTACT PERSON:

J. W. Gaines, CPA, Director

DATE OF PROPOSAL:

July 20, 2022

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

July 20, 2022

Bannon Lakes Community Development District
Governmental Management Services
475 West Town Place, Suite 14
St. Augustine, FL 32092

Dear District Manager:

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

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

Experience

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



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

Bannon Lakes Community Development District
July 20, 2022

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

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

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

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

Very truly yours,

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

PROFILE OF THE PROPOSER

Description and History of Audit Firm

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

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

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

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

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

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

Professional Staff Resources

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

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

Following is a brief description of each employee classification:

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

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

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

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

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

Professional Staff Resources (Continued)

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

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

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

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

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

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

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

Ability to Furnish the Required Services

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

ADDITIONAL SERVICES PROVIDED

Arbitrage Rebate Services

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

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

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

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

GOVERNMENTAL AUDITING EXPERIENCE

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

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

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

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

Continuing Professional Education

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

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

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

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

Quality Control Program

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

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

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

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

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

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

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

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

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

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

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

Certificate of Achievement for Excellence in Financial Reporting (CAFR)

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

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

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

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

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

References

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

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

The Reserve Community Development District

Darrin Mossing, Governmental Management
Services LLC
(407) 841-5524

Port of the Islands Community Development
District
Cal Teague, Premier District Management

(239) 690-7100 ext 101

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

Community Development Districts

Aberdeen Community Development
District

Beacon Lakes Community
Development District

Alta Lakes Community Development
District

Beaumont Community Development
District

Amelia Concourse Community
Development District

Bella Collina Community Development
District

Amelia Walk Community
Development District

Bonnet Creek Community
Development District

Aqua One Community Development
District

Buckeye Park Community
Development District

Arborwood Community Development
District

Candler Hills East Community
Development District

Arlington Ridge Community
Development District

Cedar Hammock Community
Development District

Bartram Springs Community
Development District

Central Lake Community
Development District

Baytree Community Development
District

Channing Park Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District	Madeira Community Development District
Heritage Isles Community Development District	Marhsall Creek Community Development District
Heritage Lake Park Community Development District	Meadow Pointe IV Community Development District
Heritage Landing Community Development District	Meadow View at Twin Creek Community Development District
Heritage Palms Community Development District	Mediterra North Community Development District
Heron Isles Community Development District	Midtown Miami Community Development District
Heron Isles Community Development District	Mira Lago West Community Development District
Highland Meadows II Community Development District	Montecito Community Development District
Julington Creek Community Development District	Narcoossee Community Development District
Laguna Lakes Community Development District	Naturewalk Community Development District
Lake Bernadette Community Development District	New Port Tampa Bay Community Development District
Lakeside Plantation Community Development District	Overoaks Community Development District
Landings at Miami Community Development District	Panther Trace II Community Development District
Legends Bay Community Development District	Paseo Community Development District
Lexington Oaks Community Development District	Pine Ridge Plantation Community Development District
Live Oak No. 2 Community Development District	Piney Z Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District	Sampson Creek Community Development District
Poinciana West Community Development District	San Simeon Community Development District
Port of the Islands Community Development District	Six Mile Creek Community Development District
Portofino Isles Community Development District	South Village Community Development District
Quarry Community Development District	Southern Hills Plantation I Community Development District
Renaissance Commons Community Development District	Southern Hills Plantation III Community Development District
Reserve Community Development District	South Fork Community Development District
Reserve #2 Community Development District	St. John's Forest Community Development District
River Glen Community Development District	Stoneybrook South Community Development District
River Hall Community Development District	Stoneybrook South at ChampionsGate Community Development District
River Place on the St. Lucie Community Development District	Stoneybrook West Community Development District
Rivers Edge Community Development District	Tern Bay Community Development District
Riverwood Community Development District	Terracina Community Development District
Riverwood Estates Community Development District	Tison's Landing Community Development District
Rolling Hills Community Development District	TPOST Community Development District
Rolling Oaks Community Development District	

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Triple Creek Community Development District	Vizcaya in Kendall Development District
TSR Community Development District	Waterset North Community Development District
Turnbull Creek Community Development District	Westside Community Development District
Twin Creeks North Community Development District	WildBlue Community Development District
Urban Orlando Community Development District	Willow Creek Community Development District
Verano #2 Community Development District	Willow Hammock Community Development District
Viera East Community Development District	Winston Trails Community Development District
VillaMar Community Development District	Zephyr Ridge Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Seminole Improvement District
Viera Stewardship District	Troup Indiantown Water Control District

Current or Recent Single Audits.

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

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

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

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

Counties

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

Indian River
Martin
Okeechobee
Palm Beach

Municipalities

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

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Special Districts

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

Schools and Colleges

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

State and County Agencies

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

FEE SCHEDULE

We propose the fee for our audit services described below to be \$3,725 for the years ended September 30, 2022 and 2023, \$3,875 for the year ended September 30, 2024, and \$4,015 for the years ended September 30, 2025 and 2026. The fee is contingent upon the financial records and accounting systems of Bannan Lakes Community Development District being “audit ready” and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

SCOPE OF WORK TO BE PERFORMED

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Bannan Lakes Community Development District as of September 30, 2022, 2023, 2024, 2025, and 2026. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

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

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

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP

Director – 41 years

Education

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

Registrations

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

Professional Affiliations/Community Service

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

Professional Experience

- ◆ Miles Grant Development/Country Club – Stuart, Florida, July 1975 – October 1976
- ◆ State Auditor General's Office – Public Accounts Auditor – November 1976 through September 1979
- ◆ Director - Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- ◆ Over 40 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.

Commitment to Quality Service

Personnel Qualifications and Experience
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J. W. Gaines, CPA, CITP (Continued)

Director

Continuing Professional Education

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

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP

Accounting and Audit Principal – 18 years

Accounting and Audit Manager – 4 years

Staff Accountant – 11 years

Education

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

Registrations

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

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – 2017)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – 2017)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)
- ◆ Board Member – Phrozen Pharos (2019-2021)

Professional Experience

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

Commitment to Quality Service

Personnel Qualifications and Experience
--

David S. McGuire, CPA, CITP (Continued)

Accounting and Audit Principal

Continuing Professional Education

- ◆ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

- Not-for-Profit Auditing Financial Results and Compliance Requirements

- Update: Government Accounting Reporting and Auditing

- Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA

Accounting and Audit Manager – 30 years

Education

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

Registrations

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

Professional Affiliations/Community Service

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

Professional Experience

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

Counties:

St. Lucie County

Municipalities:

City of Fort Pierce

City of Stuart

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA (Continued)

Accounting and Audit Manager

Professional Experience (Continued)

Special Districts:

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

Non-Profits:

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

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

Continuing Professional Education

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

Commitment to Quality Service

Personnel Qualifications and Experience

Matthew Gonano, CPA

Senior Staff Accountant – 10 years

Education

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

Professional Affiliations/Community Service

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

Professional Experience

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

Continuing Professional Education

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

Commitment to Quality Service

Personnel Qualifications and Experience
--

Paul Daly

Staff Accountant – 9 years

Education

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

Professional Experience

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

Continuing Professional Education

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

Commitment to Quality Service

Personnel Qualifications and Experience
--

Melissa Marlin, CPA

Senior Staff Accountant – 8 years

Education

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

Professional Experience

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

Continuing Professional Education

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

Commitment to Quality Service

Personnel Qualifications and Experience
--

Bryan Snyder

Staff Accountant – 5 years

Education

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

Professional Experience

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

Continuing Professional Education

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

Commitment to Quality Service

Personnel Qualifications and Experience
--

Maritza Stonebraker, CPA

Staff Accountant – 4 years

Education

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

Professional Experience

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

Continuing Professional Education

- ♦ Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Jonathan Herman, CPA

Senior Staff Accountant – 7 years

Education

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

Professional Experience

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

Continuing Professional Education

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

Commitment to Quality Service

Personnel Qualifications and Experience
--

Sean Stanton, CPA

Staff Accountant – 4 years

Education

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

Professional Experience

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

Continuing Professional Education

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

Commitment to Quality Service

Personnel Qualifications and Experience
--

Taylor Nuccio

Staff Accountant – 3 years

Education

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

Professional Experience

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

Continuing Professional Education

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

Commitment to Quality Service

Personnel Qualifications and Experience
--

Tifanee Terrell
Staff Accountant

Education

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

Professional Experience

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

Continuing Professional Education

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

Commitment to Quality Service

Personnel Qualifications and Experience
--

Mathew Spinosa

Staff Accountant

Education

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

Professional Experience

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

Continuing Professional Education

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

Commitment to Quality Service

Personnel Qualifications and Experience
--

Dylan Dixon
Staff Accountant

Education

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

Professional Experience

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

Continuing Professional Education

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

Commitment to Quality Service

Personnel Qualifications and Experience
--

Dominic DeCambre

Staff Accountant

Education

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

Professional Experience

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

Continuing Professional Education

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



Judson B. Baggett 6815 Dairy Road
MBA, CPA, CVA, Partner Zephyrhills, FL 33542
Marci Reutimann (813) 788-2155
CPA, Partner (813) 782-8606

Report on the Firm's System of Quality Control

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

October 30, 2019

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Baggett, Reutimann & Associates, CPAs PA, 10/31/19 email: judson@baggett-reutimann.com

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

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

Annual Audit Services for Fiscal Year 2022
St. Johns County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than Wednesday, July 20, 2022, 2:00 p.m., at the offices of the District Manager, located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092. Proposals will be publicly opened at that time.

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

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

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

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

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

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the 2 Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

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

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

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

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

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

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

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

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

**BANNON LAKES CDD
AUDITOR SELECTION
EVALUATION CRITERIA**

1. Ability of Personnel. (20 Points)

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

2. Proposer's Experience. (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, or respondent, etc.)

3. Understanding of Scope of Work. (20 Points)

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

4. Ability to Furnish the Required Services. (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required. (E.g., the existence of any natural disaster plan for business operations)

5. Price. (20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the service.

REGULAR MEETING

THIRD ORDER OF BUSINESS

LOCALiQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Bannon Lakes Cdd - Gms
Bannon Lakes Cdd - Gms
475 W Town Place, Ste 114

Saint Augustine FL 32092

STATE OF FLORIDA, COUNTY OF ST JOHNS

The St Augustine Record, a daily newspaper published in St Johns County, Florida; and of general circulation in St Johns County; and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

07/06/2022, 07/13/2022

and that the fees charged are legal.

Sworn to and subscribed before on 07/13/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

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BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING
TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR 2022/2023
BUDGET; AND NOTICE OF
REGULAR BOARD OF SUPERVI-
SORS' MEETING AND AUDIT
COMMITTEE MEETING.

The Board of Supervisors ("Board") of the Bannon Lakes Community Development District ("District") will hold a public hearing on August 3, 2022 at 1:00 p.m. at the World Golf Village Renaissance Hotel, 500 S. Legacy Trail, St. Augustine, FL 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, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"). 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, 2022, 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, (904) 940-5850 ("District Manager's Office"), during normal business hours, or by visiting the District's website at www.bannonlakescdd.com.

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.

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
SAR 7/6 & 7/13/22

KATHLEEN ALLEN
Notary Public
State of Wisconsin

FOURTH ORDER OF BUSINESS

A.

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

The regular meeting of the Board of Supervisors of the Bannon Lakes Community Development District was held on Wednesday, **May 4, 2022** at 1:00 p.m. at the World Golf Village Renaissance Hotel, 500 S. Legacy Trail, St. Augustine, Florida.

Present and constituting a quorum were:

Art Lancaster	Chairman
John Dodson	Vice Chairman
Chris d'Aquin	Supervisor
Chris Hill	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber <i>by phone</i>	District Counsel
Denise Powers	Amenity Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 1:00 p.m. Four members of the Board were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment

Mr. Oliver noted there were two sections on this agenda for public comment. There were no public comments at this time.

THIRD ORDER OF BUSINESS

Approval of Minutes

A. February 2, 2022 Meeting

B. March 2, 2022 Special Meeting

Mr. Oliver presented the February 2, 2022 regular meeting and March 2, 2022 special meeting minutes and asked for any comments, corrections, or changes. The Board had no changes to either set of minutes.

On MOTION by Mr. Lancaster, seconded by Mr. Dodson, with all in favor, the Minutes of the February 2, 2022 Meeting and the March 2, 2022 Special Meeting, were approved.

FOURTH ORDER OF BUSINESS**Consideration of Resolution 2022-05,
Ratifying Board & Staff Actions Related
to Series 2022 Bond**

Mr. Haber stated the Board initially adopted a Delegation Resolution that delegated authority to the Board Chairperson and staff to take actions in order to close on the most recent series of bonds. He added these bonds have closed, and this resolution just ratifies that action. It was asked for the abbreviations to be explained. Mr. Haber explained all abbreviations for the Board.

On MOTION by Mr. Lancaster, seconded by Mr. d'Aquin, with all in favor, Resolution 2022-05, Ratifying Board & Staff Actions Related to Series 2022 Bond, was approved.

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2022-06,
Approving FY 2023 Budget & Setting a
Public Hearing Date for Adoption**

Mr. Oliver noted that these numbers are projections based on March 31st financials. The budget adoption will be at the public hearing and he suggested the public hearing be held on August 3, 2022 at 1:00 p.m. He noted the budget would change and this budget is projecting no increase in per unit assessments. Assessments for operations & maintenance remain at current levels of \$830 net for each platted lot. The proposed O&M budget totals \$676,017.

Mr. Oliver explained the difference between tax roll assessments and the direct assessments based on the platted lot increase from \$444,000 to \$573,000. The direct assessments are for collection of assessments for properties not yet on the tax roll. He explained the increases in expenditures in administrative, amenities, and ground maintenance. The management and vendor increase is around 5%. Mr. Oliver noted pool chemicals has an 8% surcharge added to cost so the expected increase in this line item is increased by 20% from \$10,000 to \$12,000. He added that grounds maintenance current expenditure is at \$151,000 and will increase due to labor costs. The assessment table is based on a net assessment of \$830 but now they are showing 691 units versus the previous of 536 units. The debt service and amortization schedules are in the budget. Those

assessments were previously approved when bonds were issues and are not subject to change during this budget process.

Mr. Oliver explained the extra POA contribution is for construction or installation of playground equipment. This includes \$175,000 that will be used towards capital projects. Mr. Oliver further explained the capital reserve funds.

On MOTION by Mr. d'Aquin, seconded by Mr. Hill, with all in favor, Resolution 2022-06, Approving FY 2023 Budget & Setting a Public Hearing Date for Adoption for August 3, 2022 at 1:00 p.m., was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2022-07, Prompt Payment Policies

Mr. Haber explained that this resolution is a requirement. It states that there will be an increase in the interest rate if the District is late on a payment to a vendor or contract. Mr. Haber recommended adoption of this updated policy in order to be in line with Florida law.

On MOTION by Mr. Lancaster, seconded by Mr. d'Aquin, with all in favor, Resolution 2022-07, Prompt Payment Policies, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-08, Designating Landowners' Meeting Date

Mr. Haber explained the Landowner election requirements and process and noted this resolution designates a meeting date. He added a notice is required and explained that the difference in the Landowner and the General election is the Landowner election can have anyone that is a resident of the State of Florida over the age of 18. He added in the General election a qualified person must reside in the District. Mr. Oliver recommended the date for this Landowner election be Wednesday, November 2, 2022. He added it does not coincide with the regular meeting date. It was noted there is one seat up for the Landowner's election. Discussion ensued on the dates for the next regular Board meeting date. Mr. Oliver noted he would reach out to Board members individually to come up with a 2nd date and ratify actions associated with the resolution.

On MOTION by Mr. Lancaster, seconded by Mr. Dodson with all in favor, Resolution 2022-08, Designating Landowner's Meeting Date as November 2, 2022 at 1:00 p.m. at the same location, was approved.

EIGHTH ORDER OF BUSINESS

**Consideration of Third Amendment with
Riverside Management Services, Inc. for
Amenity Management Services to Increase
Janitorial Services**

Mr. Oliver noted this is for an increase in janitorial services which started in March from one service per week to two services per week. It was noted they can explore other companies to provide the service. Budget expenses were discussed.

On MOTION by Mr. Lancaster, seconded by Mr. d'Aquin, with all in favor, Ratification of the Third Amendment with Riverside Management Services, Inc. for Amenity Management Services to Increase Janitorial Services, was approved.

Mr. Oliver noted that Ms. Powers had received two proposals and one was at a lower rate. Mr. Oliver recommended the Board approve the proposal with JaniKing and terminate the agreement with Riverside for janitorial services.

On MOTION by Mr. d'Aquin, seconded by Mr. Dodson, with all in favor, the Acceptance of the Proposal with JaniKing and Direction to Terminate the Riverside Agreement, was approved.

Mr. Oliver noted he would get with Mr. Haber to develop the new contract and termination letter for Riverside.

NINTH ORDER OF BUSINESS

**Acceptance of Audit Committee
Recommendations**

Mr. Oliver noted the audit committee met earlier and they approved the evaluation criteria, and he asked the Board to accept the committee findings and direct staff to issue and RFP for audit proposals.

On MOTION by Mr. Dodson, seconded by Mr. Hill with all in favor, Accepting the Audit Committee Recommendations, was approved.

TENTH ORDER OF BUSINESS**Presentation of Draft FY 2021 Financial Audit Report**

Mr. Oliver noted the draft was in the agenda packet and this audit was completed for Fiscal Year 2021. He added that CDDs are units of government in Florida and annual financial audits by an independent auditor are required by Florida Statutes. He added the financial statements are included to the auditor, and the auditor noted no material weaknesses in internal control. There were no recommendations or findings noted by the auditor, and no conditions of financial emergency. He added the District is in good financial shape and he stated that this is a clean audit and will help with issuance of bonds.

On MOTION by Mr. d, Aquin, seconded by Mr. Dodson, with all in favor, the Draft FY 2021 Financial Audit Report, was approved.

ELEVENTH ORDER OF BUSINESS**Other Business**

There was no other business.

TWELFTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Mr. Haber noted he had sent an email to bond counsel and asked about the GP noted earlier. He added he is still awaiting a response. Further clarification on abbreviations were given.

B. Engineer

Mr. Oliver noted these requisitions have been executed and processed. We are seeking ratification. There were some questions about a request that the engineer should provide a close out package stating that the project is complete. It was noted these were all done at the closing table of bond issuance. There was a question about wetlands impact analysis, and it was explained the Engineer had to update and provide backup.

- 1. Ratification of Series 2021 Requisitions No 27-33**
- 2. Ratification of Series 2022 Requisitions No 1-3**

On MOTION by Mr. d'Aquin, seconded by Mr. Lancaster, with all in favor, Series 2021 Requisitions No. 27-33 and Series 2022 Requisitions 1-3, were ratified.

C. District Manager – Presentation of Number of Registered Voters

Mr. Oliver stated that there was an annual requirement for the District to report the number of registered voters residing in the District. He presented the letter from the Supervisor of Elections which shows that there are 966 registered voters in the District. He explained what triggers a general election and the process. Mr. Oliver noted a notice on the general election will be posted and the requirements.

D. General Manager

1. Report

Ms. Powers introduced herself and explained her role. She reviewed the updates on activities in the community. She reviewed comments from the community and the possibility of needing access control of the pickleball courts. Discussion ensued on current rules and policies. She added a request was made for trespassing signs and discussion ensued on the specifics of locations and needs. She added another resident concern was protocols on wildlife on the CDD property. Board discussion continued on animal control problems and if this was an HOA issue. It was further noted the transitional Board will address surveys and the needs on expansion plans. She noted the quote for landscaping was for \$670 to do fence install. The Board directed Ms. Powers to proceed with that quote. Ms. Powers asked about waivers in the policies on liability insurance with parties on property. She will follow-up with Mr. Haber. She explained other events and asked for clarification on policies.

On MOTION by Mr. d'Aquin, seconded by Mr. Lancaster, with all in favor, the Proposal for Gym Rules Signage, was approved.

She brought up the concern on the Fitness center policies and age requirement that is needed in policies. She added there had been complaints on this issue with adults bringing in small

children while working out. She asked for the Board to give a minimum age that would be permitted in the fitness center. Mr. Oliver noted that all Districts have restrictions. After Board discussion they decided to have Mr. Haber develop a change to the policy and have it ratified at the next meeting. The Board decided to have the minimum age requirement for minors changed. It was also discussed about having signage updated to reflect this new policy.

Ms. Powers asked the Board about upgrading the security system with the number of cameras. Discussion ensued on harassment issues and calling 911. It was noted there was no camera in the parking lot. Further discussion on investigating companies and system upgrades to bring back to the Board. Ms. Powers discussed the new summer office hours for amenity center and programs provided.

2. Ratification of Court Surfaces Proposal for Windscreen Replacement

Ms. Powers noted the courts and been cleaned and look great. She added the resurfacing was not needed. She noted the proposal for windscreen replacements needed ratified.

On MOTION by Mr. d'Aquin, seconded by Mr. Hill, with all in favor, the Proposal from Court Surfaces for Windscreen Replacement, was ratified.

THIRTEENTH ORDER OF BUSINESS

Audience Comments

A resident commented on the condition of sod and the fence condition. It was noted this fence was on another property.

A resident commented on HOA issues.

Resident commented on children's bus stops and bike racks, and other property issues. There was discussion on the stormwater drainage. Some concerns were discussed and clarified on the lakes maintained by the CDD.

There was further discussion about bicycle racks and the number of bicycles near the bus stops.

FOURTEENTH ORDER OF BUSINESS

Supervisor's Requests

Supervisors had no comments. There being none, the next item followed.

FIFTEENTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet and Statement of Revenues & Expenditures for the Period Ending March 31, 2022

Mr. Oliver stated that the balance sheet can be found in the agenda package as of March 31, 2022.

B. Assessment Receipt Schedule

Mr. Oliver reviewed the assessment receipt schedule and noted they were 94.36% collected on roll.

C. Approval of Check Register

Mr. Oliver noted that the check register required Board approval.

On MOTION by Mr. Lancaster, seconded by Mr. d'Aquin, with all in favor, the Check Register was approved.
--

SIXTEENTH ORDER OF BUSINESS

**Next Scheduled Meeting – August 3, 2022
@ 1:00 p.m. at the World Golf Renaissance Hotel, 500 S. Legacy Trail, St. Augustine, FL 32092**

Mr. Oliver stated the next scheduled regular meeting date would be August 3, 2022 at 1:00 p.m. at the World Golf Renaissance Hotel, 500 S. Legacy Trail, St. Augustine, FL 32092. He noted this would be for the budget meeting.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

On MOTION by Mr. Lancaster, seconded by Mr. d'Aquin, with all in favor, the Meeting was adjourned.
--

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

B.

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

The Audit Committee meeting of the Bannon Lakes Community Development District was held on Wednesday, **May 4, 2022** at 1:00 p.m. at the World Golf Village Renaissance Hotel, 500 S. Legacy Trail, St. Augustine, Florida.

Present and constituting a quorum were:

Art Lancaster	Chairman
John Dodson	Vice Chairman
Chris d'Aquin	Supervisor
Chris Hill	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber <i>by phone</i>	District Counsel
Denise Powers	Amenity Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 1:00 p.m. He noted the Bannon Lakes CDD Board members constituted the Audit Committee.

SECOND ORDER OF BUSINESS

Selection of Audit Evaluation Criteria

Mr. Oliver noted this will start the process of selecting an auditor and an RFP process is required by statutes. The evaluation criteria is included in the packet. He explained the criteria for the Board. He noted that once these are approved, they will issue an RFP

On MOTION by Mr. Lancaster, seconded by Mr. Dodson, with all in favor, the Selection of Audit Evaluation Criteria, was approved.
--

THIRD ORDER OF BUSINESS

Authorization to Issue Audit RFP

Mr. Oliver noted once the evaluation criteria were approved they would issue an RFP.

May 4, 2022

Bannon Lakes CDD

FOURTH ORDER OF BUSINESS

Other Business

Mr. Oliver noted there was no further business.

FIFTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

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

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

FIFTH ORDER OF BUSINESS

*Bannon Lakes
Community Development District
Approved Budget
FY 2023*

August 3, 2022



Bannon Lakes Community Development District

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GENERAL FUND BUDGET

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Bannon Lakes

Community Development District

General Fund

<i>Description</i>	<i>Adopted Budget FY 2022</i>	<i>Actual Thru 6/30/22</i>	<i>Projected Next 3 Months</i>	<i>Total Projected 9/30/22</i>	<i>Approved Budget FY 2023</i>
<u>Revenues</u>					
<i>Developer Contributions</i>	\$105,308	\$0	\$80,823	\$80,823	\$42,164
<i>Assessments - Tax Roll</i>	\$444,880	\$444,964	\$0	\$444,964	\$573,530
<i>Assessments - Direct</i>	\$59,873	\$54,535	\$5,338	\$59,873	\$59,873
<i>Interest</i>	\$150	\$293	\$300	\$593	\$150
<i>Facility Revenue</i>	\$300	\$300	\$100	\$400	\$300
<i>Total Revenues</i>	\$610,511	\$500,092	\$86,561	\$586,653	\$676,017
<u>Expenditures</u>					
<u>Administrative</u>					
<i>Supervisors Fees</i>	\$1,200	\$800	\$200	\$1,000	\$1,200
<i>FICA</i>	\$0	\$61	\$15	\$77	\$0
<i>Engineering</i>	\$4,000	\$1,039	\$2,961	\$4,000	\$4,000
<i>Attorney</i>	\$12,000	\$5,765	\$6,235	\$12,000	\$12,000
<i>Dissemination</i>	\$7,500	\$5,825	\$2,125	\$7,950	\$8,500
<i>Annual Audit</i>	\$5,500	\$6,000	\$0	\$6,000	\$7,500
<i>Arbitrage</i>	\$1,200	\$1,200	\$0	\$1,200	\$1,800
<i>Assessment Roll</i>	\$5,000	\$5,000	\$0	\$5,000	\$7,500
<i>Trustee fees</i>	\$8,000	\$8,000	\$0	\$8,000	\$12,000
<i>Management Fees</i>	\$46,800	\$32,867	\$11,700	\$44,567	\$49,140
<i>Information Technology</i>	\$1,800	\$1,350	\$450	\$1,800	\$1,800
<i>Telephone</i>	\$500	\$123	\$187	\$310	\$500
<i>Postage</i>	\$500	\$276	\$224	\$500	\$500
<i>Insurance</i>	\$6,641	\$6,248	\$0	\$6,248	\$7,497
<i>Meeting Room Rental</i>	\$2,000	\$1,813	\$313	\$2,125	\$2,200
<i>Printing & Binding</i>	\$1,600	\$1,206	\$394	\$1,600	\$1,600
<i>Legal Advertising</i>	\$2,000	\$580	\$920	\$1,500	\$2,000
<i>Other Current Charges</i>	\$500	\$137	\$163	\$300	\$600
<i>Office Supplies</i>	\$500	\$117	\$33	\$150	\$800
<i>Website Maintenance</i>	\$1,200	\$900	\$300	\$1,200	\$1,200
<i>Dues, Licenses & Subscriptions</i>	\$175	\$175	\$0	\$175	\$175
<i>Administrative Expenditures</i>	\$108,616	\$79,482	\$26,219	\$105,701	\$122,512
<u>Amenty Center</u>					
<i>Insurance</i>	\$17,009	\$16,002	\$0	\$16,002	\$19,202
<i>Utilities</i>					
<i>Phone/Internet/Cable</i>	\$5,400	\$4,624	\$2,056	\$6,680	\$7,300
<i>Electric</i>	\$25,000	\$11,500	\$4,371	\$15,871	\$25,000
<i>Water/Irrigation</i>	\$15,000	\$7,178	\$2,796	\$9,974	\$15,000
<i>Gas</i>	\$200	\$0	\$0	\$0	\$200
<i>Refuse</i>	\$4,600	\$5,426	\$1,898	\$7,325	\$7,440
<i>Security</i>					
<i>Security Monitoring</i>	\$600	\$0	\$0	\$0	\$600
<i>Access Cards</i>	\$2,500	\$735	\$840	\$1,575	\$2,500
<i>Management Contracts</i>					
<i>Facility Management</i>	\$61,800	\$46,350	\$15,450	\$61,800	\$64,890

Bannon Lakes

Community Development District

General Fund

<i>Description</i>	<i>Adopted Budget FY 2022</i>	<i>Actual Thru 6/30/22</i>	<i>Projected Next 3 Months</i>	<i>Total Projected 9/30/22</i>	<i>Approved Budget FY 2023</i>
<i>Field Mgmt / Admin</i>	\$20,116	\$15,087	\$5,029	\$20,116	\$21,122
<i>Pool Maintenance</i>	\$12,000	\$8,199	\$2,733	\$10,932	\$12,600
<i>Pool Chemicals</i>	\$10,000	\$4,315	\$3,000	\$7,315	\$10,500
<i>Janitorial</i>	\$7,000	\$7,030	\$2,314	\$9,344	\$14,039
<i>Janitorial Supplies</i>	\$3,450	\$1,348	\$2,102	\$3,450	\$3,623
<i>Facility Maintenance</i>	\$7,500	\$8,076	\$4,000	\$12,076	\$20,000
<i>Repairs & Maintenance</i>	\$27,500	\$21,200	\$4,500	\$25,700	\$27,500
<i>Special Events</i>	\$5,000	\$4,441	\$1,445	\$5,886	\$10,000
<i>Holiday Decorations</i>	\$1,500	\$706	\$794	\$1,500	\$1,500
<i>Fitness Center Repairs/Supplies</i>	\$900	\$4,700	\$1,373	\$6,073	\$7,000
<i>Office Supplies</i>	\$1,500	\$1,014	\$486	\$1,500	\$1,500
<i>ASCAP/BMI Licenses</i>	\$500	\$0	\$0	\$0	\$500
<i>Pest Control</i>	\$3,100	\$2,290	\$780	\$3,070	\$3,120
<i>Amenity Center Expenditures</i>	\$232,175	\$170,220	\$55,967	\$226,186	\$275,135
<i>Grounds Maintenance Expenditures</i>					
<i>Hydrology Quality/Mitigation</i>	\$3,000	\$0	\$0	\$0	\$3,000
<i>Landscape Maintenance</i>	\$151,706	\$113,779	\$37,926	\$151,706	\$151,706
<i>Landscape Contingency</i>	\$20,000	\$23,992	\$670	\$24,662	\$26,000
<i>Lake Maintenance</i>	\$7,800	\$6,095	\$1,950	\$8,045	\$8,580
<i>Grounds Maintenance</i>	\$5,000	\$3,608	\$2,188	\$5,796	\$9,000
<i>Pump Repairs</i>	\$2,000	\$5,011	\$0	\$5,011	\$2,000
<i>Streetlights</i>	\$9,630	\$6,793	\$2,313	\$9,106	\$9,700
<i>Streetlight Repairs</i>	\$5,000	\$0	\$300	\$300	\$5,000
<i>Irrigation Repairs</i>	\$7,500	\$10,146	\$2,000	\$12,146	\$8,800
<i>Miscellaneous</i>	\$5,000	\$0	\$2,500	\$2,500	\$5,000
<i>Reclaim Water</i>	\$50,000	\$26,411	\$6,000	\$32,411	\$46,500
<i>Capital Reserve</i>	\$3,084	\$0	\$3,084	\$3,084	\$3,084
<i>Grounds Maintenance Expenditures</i>	\$269,720	\$195,834	\$58,931	\$254,765	\$278,370
<i>Total Expenses</i>	\$610,511	\$445,536	\$141,117	\$586,653	\$676,017
<i>Excess Revenues/(Expenditures)</i>	\$0	\$54,555	(\$54,555)	\$0	\$0

Net Assessments	\$573,530
Add: Discounts and Collections (6%)	\$36,591
Gross Assessments	\$610,121
Assessable Units	691
Per Unit Assessment	\$882.95

Bannon Lakes
Community Development District
GENERAL FUND BUDGET
FISCAL YEAR 2023

REVENUES:

Developer Contributions/ Assessments

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

Interest

The District will have all excess funds invested with State Board of Administration. The amount is based upon the estimated average balance of funds available during the fiscal year.

Facility Revenue

Income received from residents for rental of clubroom, patio, access cards or special events deposits.

EXPENDITURES:

Administrative:

Supervisors Fees

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

FICA Expense

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

Engineering

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

Attorney

The District will contract with Kutak Rock LLP for legal counsel to provide general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc.

Dissemination Agent

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

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Governmental Management Services	\$ 708	\$ 8,500

Bannon Lakes

Community Development District

GENERAL FUND BUDGET
FISCAL YEAR 2023

Annual Audit

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

Arbitrage

The District is required to annually have an arbitrage rebate calculation on the District's Series 2016, Debt Series 2021 and Debt Series 2022 Special Assessment Revenue Bonds.

Assessment Roll

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

Trustee Fees

The District issued Series 2016, Series 2021, and Series 2022 Special Assessment Revenue Bonds which are held with a Trustee at BNY Mellon. The amount of the trustee fees is based on the agreement between BNY Mellon and the District.

Management Fees

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

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Governmental Management Services	\$ 4,095	\$ 49,140

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Governmental Management Services	\$ 150	\$ 1,800

Telephone

The cost of telephone and fax machine service.

Postage

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

Insurance

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

***Bannon Lakes
Community Development District***

GENERAL FUND BUDGET
FISCAL YEAR 2023

Meeting Room Rental

The District will seek out venue to hold board meeting.

Printing & Binding

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

Legal Advertising

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

Other Current Charges

Bank charges, amortization schedule fees, and any other miscellaneous expenses incurred during the year.

Office Supplies

Miscellaneous office supplies.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Governmental Management Services	\$ 100	\$ 1,200

Dues, Licenses & Subscriptions

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

Amenity Center:

Insurance

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

Phone/Internet/Cable

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

Bannon Lakes
Community Development District
 GENERAL FUND BUDGET
 FISCAL YEAR 2023

<u>Vendor</u>	<u>Address</u>	<u>Monthly</u>	<u>Annual</u>
AT&T	435 Bannon Lakes Blvd Amenity	\$ 214	\$ 2,573
AT&T	435 Bannon Lakes Blvd Fintness Ctr	\$ 218	\$ 2,616
AT&T	Amenity Business Office	\$ 166	\$ 1,990
	Contingency	\$ 10	\$ 121
		\$ 608	\$ 7,300

Electric

The cost of electric associated with the Recreation Facility.

<u>Vendor</u>	<u>Address</u>	<u>Monthly</u>	<u>Annual</u>
FPL	435 Bannon Lakes Blvd - Clubhouse	\$ 995	\$ 11,940
FPL	35 Bannon Lakes Blvd #Ent	\$ 26	\$ 415
FPL	435 Bannon Lakes Blvd # Fitness	\$ 200	\$ 2,400
	Contingency	\$ 854	\$ 10,245
		\$ 2,083	\$ 25,000

Water/Irrigation

Water, sewer and irrigation systems cost for the district.

<u>Vendor</u>	<u>Address</u>	<u>Monthly</u>	<u>Annual</u>
SJCUD	435 Bannon Lakes Blvd	\$ 592	\$ 7,100
	Contingency	\$ 658	\$ 7,900
		\$ 1,250	\$ 15,000

Gas

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

Refuse Service

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

Security Monitoring

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

Access Cards

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

Facility Management

Cost to provide management services for the Amenity Center.

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Riverside Management Services	\$ 5,408	\$ 64,890

***Bannon Lakes
Community Development District***

GENERAL FUND BUDGET
FISCAL YEAR 2023

Field Management and Admin

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

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Riverside Management Services	\$ 1,760	\$ 21,122

Pool Maintenance

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

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Riverside Management Services	\$ 961	\$ 11,526
Contingency	\$ 90	\$ 1,074
	\$ 1,050	\$ 12,600

Pool Chemicals

The estimated amount based on proposed contract with Riverside Management Services and Poolsure to provide chemicals to maintain the Amenity Center swimming pool.

Janitorial

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

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Riverside Management Services	\$ 1,170	\$ 14,039

Janitorial Supplies

All supplies needed for janitorial services of the Amenity Center.

Facility Maintenance

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

Repair & Maintenance

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

Special Events

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

***Bannon Lakes
Community Development District***

GENERAL FUND BUDGET
FISCAL YEAR 2023

Holiday Decorations

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

Fitness Center Repairs/Supplies

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

Office Supplies and Equipment

Represents estimated cost for office supplies for the Amenity Center.

ASCAP/BMI Licenses

License fee required to broadcast music to the amenity center.

Pest Control

The District is contracted with Freedom Pest Control for pest control services

Grounds Maintenance:

Hydrology Quality/Mitigation

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

Landscape Maintenance

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

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Landcare Group	\$ 12,642	\$ 151,706

Landscape Contingency

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

Lake Maintenance

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

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
The Lake Doctors, Inc.	\$ 650	\$ 8,580

Grounds Maintenance

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

Bannon Lakes
Community Development District
 GENERAL FUND BUDGET
 FISCAL YEAR 2023

Pump Repairs

Provision for pool pump repair or replacements as needed.

Streetlights

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

<u>Vendor</u>	<u>Address</u>	<u>Monthly</u>	<u>Annual</u>
FPL	100 International Golf Parkway	\$ 730	\$ 8,760
	Contingency	\$ 78	\$ 940
		\$ 808	\$ 9,700

Streetlight Repairs

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

Irrigation Repairs

Miscellaneous irrigation repairs and maintenance cost for the District.

Miscellaneous

Any unanticipated and unscheduled maintenance cost to the District.

Reclaimed water

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

<u>Vendor</u>	<u>Address</u>	<u>Monthly</u>	<u>Annual</u>
SJCUD	35 Bannon Lakes Blvd	\$ 1,148	\$ 13,780
	435 Bannon Lakes Blvd	\$ 775	\$ 9,300
	Contingency	\$ 1,952	\$ 23,420
		\$ 3,875	\$ 46,500

Capital Reserve

The District will establish a reserve to fund the renewal and replacement of District's capital related facilities.

Bannon Lakes
Community Development District

Debt Service Fund
Series 2016

<i>Description</i>	<i>Adopted Budget FY 2022</i>	<i>Actual Thru 6/30/22</i>	<i>Projected Next 3 Months</i>	<i>Total Projected 9/30/22</i>	<i>Approved Budget FY 2023</i>
Revenues					
Interest Income	\$150	\$281	\$696	\$977	\$500
Special Assessments	\$749,660	\$742,029	\$7,631	\$749,660	\$741,250
Prepayments	\$0	\$22,804	\$0	\$22,804	\$0
Carry Forward Surplus*	\$491,642	\$522,375	\$0	\$522,375	\$507,616
TOTAL REVENUES	\$1,241,452	\$1,287,489	\$8,327	\$1,295,816	\$1,249,366
Expenditures					
<u>Series 2016</u>					
Interest - 11/01	\$274,100	\$274,100	\$0	\$274,100	\$268,475
Principal - 11/01	\$195,000	\$195,000	\$0	\$195,000	\$200,000
Special Call - 11/01	\$0	\$25,000	\$0	\$25,000	\$0
Interest - 05/01	\$269,713	\$269,100	\$0	\$269,100	\$263,975
Special Call - 05/01	\$0	\$25,000	\$0	\$25,000	\$0
TOTAL EXPENDITURES	\$738,813	\$788,200	\$0	\$788,200	\$732,450
EXCESS REVENUES	\$502,639	\$499,289	\$8,327	\$507,616	\$516,916

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

11/1/23 Interest	\$	263,975
11/1/23 Principal		\$210,000
	\$	473,975

Net Assessments	\$741,250
Add: Discounts and Collections (6%)	\$47,292
Gross Assessments	\$788,542
Assessable Units	452
Per Unit Assessment	\$1,744.56

Bannon Lakes
Community Development District

Amortization Schedule
Series 2016, Special Assessment Revenue Bonds

(Term Bonds Due Combined)

Date	Balance	Principal	Interest	Annual
11/1/22	\$ 10,825,000	\$ 200,000	\$ 268,475.00	\$ 468,475.00
5/1/23	\$ 10,625,000	\$ -	\$ 263,975.00	\$ -
11/1/23	\$ 10,625,000	\$ 210,000	\$ 263,975.00	\$ 737,950.00
5/1/24	\$ 10,415,000	\$ -	\$ 259,250.00	\$ -
11/1/24	\$ 10,415,000	\$ 220,000	\$ 259,250.00	\$ 738,500.00
5/1/25	\$ 10,195,000	\$ -	\$ 254,300.00	\$ -
11/1/25	\$ 10,195,000	\$ 230,000	\$ 254,300.00	\$ 738,600.00
5/1/26	\$ 9,965,000	\$ -	\$ 249,125.00	\$ -
11/1/26	\$ 9,965,000	\$ 240,000	\$ 249,125.00	\$ 738,250.00
5/1/27	\$ 9,725,000	\$ -	\$ 243,125.00	\$ -
11/1/27	\$ 9,725,000	\$ 255,000	\$ 243,125.00	\$ 741,250.00
5/1/28	\$ 9,470,000	\$ -	\$ 236,750.00	\$ -
11/1/28	\$ 9,470,000	\$ 265,000	\$ 236,750.00	\$ 738,500.00
5/1/29	\$ 9,205,000	\$ -	\$ 230,125.00	\$ -
11/1/29	\$ 9,205,000	\$ 280,000	\$ 230,125.00	\$ 740,250.00
5/1/30	\$ 8,925,000	\$ -	\$ 223,125.00	\$ -
11/1/30	\$ 8,925,000	\$ 295,000	\$ 223,125.00	\$ 741,250.00
5/1/31	\$ 8,630,000	\$ -	\$ 215,750.00	\$ -
11/1/31	\$ 8,630,000	\$ 305,000	\$ 215,750.00	\$ 736,500.00
5/1/32	\$ 8,325,000	\$ -	\$ 208,125.00	\$ -
11/1/32	\$ 8,325,000	\$ 320,000	\$ 208,125.00	\$ 736,250.00
5/1/33	\$ 8,005,000	\$ -	\$ 200,125.00	\$ -
11/1/33	\$ 8,005,000	\$ 340,000	\$ 200,125.00	\$ 740,250.00
5/1/34	\$ 7,665,000	\$ -	\$ 191,625.00	\$ -
11/1/34	\$ 7,665,000	\$ 355,000	\$ 191,625.00	\$ 738,250.00
5/1/35	\$ 7,310,000	\$ -	\$ 182,750.00	\$ -
11/1/35	\$ 7,310,000	\$ 375,000	\$ 182,750.00	\$ 740,500.00
5/1/36	\$ 6,935,000	\$ -	\$ 173,375.00	\$ -
11/1/36	\$ 6,935,000	\$ 390,000	\$ 173,375.00	\$ 736,750.00
5/1/37	\$ 6,545,000	\$ -	\$ 163,625.00	\$ -
11/1/37	\$ 6,545,000	\$ 410,000	\$ 163,625.00	\$ 737,250.00
5/1/38	\$ 6,135,000	\$ -	\$ 153,375.00	\$ -
11/1/38	\$ 6,135,000	\$ 430,000	\$ 153,375.00	\$ 736,750.00

Bannon Lakes**Community Development District****Amortization Schedule****Series 2016, Special Assessment Revenue Bonds****(Term Bonds Due Combined)**

Date	Balance	Principal	Interest	Annual
5/1/39	\$ 5,705,000	\$ -	\$ 142,625.00	\$ -
11/1/39	\$ 5,705,000	\$ 455,000	\$ 142,625.00	\$ 740,250.00
5/1/40	\$ 5,250,000	\$ -	\$ 131,250.00	\$ -
11/1/40	\$ 5,250,000	\$ 475,000	\$ 131,250.00	\$ 737,500.00
5/1/41	\$ 4,775,000	\$ -	\$ 119,375.00	\$ -
11/1/41	\$ 4,775,000	\$ 500,000	\$ 119,375.00	\$ 738,750.00
5/1/42	\$ 4,275,000	\$ -	\$ 106,875.00	\$ -
11/1/42	\$ 4,275,000	\$ 525,000	\$ 106,875.00	\$ 738,750.00
5/1/43	\$ 3,750,000	\$ -	\$ 93,750.00	\$ -
11/1/43	\$ 3,750,000	\$ 550,000	\$ 93,750.00	\$ 737,500.00
5/1/44	\$ 3,200,000	\$ -	\$ 80,000.00	\$ -
11/1/44	\$ 3,200,000	\$ 580,000	\$ 80,000.00	\$ 740,000.00
5/1/45	\$ 2,620,000	\$ -	\$ 65,500.00	\$ -
11/1/45	\$ 2,620,000	\$ 605,000	\$ 65,500.00	\$ 736,000.00
5/1/46	\$ 2,015,000	\$ -	\$ 50,375.00	\$ -
11/1/46	\$ 2,015,000	\$ 640,000	\$ 50,375.00	\$ 740,750.00
5/1/47	\$ 1,375,000	\$ -	\$ 34,375.00	\$ -
11/1/47	\$ 1,375,000	\$ 670,000	\$ 34,375.00	\$ 738,750.00
5/1/48	\$ 705,000	\$ -	\$ 17,625.00	\$ -
11/1/48	\$ 705,000	\$ 705,000	\$ 17,625.00	\$ 740,250.00
Totals		\$ 10,825,000	\$ 8,849,025	\$ 19,674,025

Bannon Lakes
Community Development District

Debt Service Fund
Series 2021

<i>Description</i>	<i>Adopted Budget FY 2022</i>	<i>Actual Thru 6/30/22</i>	<i>Projected Next 3 Months</i>	<i>Total Projected 9/30/22</i>	<i>Approved Budget FY 2023</i>
Revenues					
Interest Income	\$100	\$93	\$660	\$754	\$100
Special Assessments	\$414,300	\$414,327	\$0	\$414,327	\$413,100
Carry Forward Surplus*	\$132,180	\$132,098	\$0	\$132,098	\$132,180
TOTAL REVENUES	\$546,580	\$546,519	\$660	\$547,179	\$545,380
Expenditures					
<u>Series 2021</u>					
Interest - 11/01	\$132,088	\$132,088	\$0	\$132,088	\$130,213
Interest - 05/01	\$132,088	\$132,088	\$0	\$132,088	\$130,213
Principal - 5/01	\$150,000	\$150,000	\$0	\$150,000	\$155,000
TOTAL EXPENDITURES	\$414,175	\$414,175	\$0	\$414,175	\$415,425
EXCESS REVENUES	\$132,405	\$132,344	\$660	\$133,004	\$129,955

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

11/1/23 Interest \$128,275

Net Assessments	\$413,100
Add: Discounts and Collections (6%)	\$26,356
Gross Assessments	\$439,456
Assessable Units	235
Per Unit Assessment	\$1,870.02

Bannon Lakes**Community Development District****Amortization Schedule****Series 2021, Special Assessment Revenue Bonds****(Term Bonds Due Combined)**

Date	Balance	Principal	Interest	Annual
11/1/22	\$ 7,265,000	\$ -	\$ 130,213	\$ 130,213
5/1/23	\$ 7,265,000	\$ 155,000	\$ 130,213	\$ 285,213
11/1/23	\$ 7,110,000	\$ -	\$ 128,275	\$ 128,275
5/1/24	\$ 7,110,000	\$ 155,000	\$ 128,275	\$ 283,275
11/1/24	\$ 6,955,000	\$ -	\$ 126,338	\$ 126,338
5/1/25	\$ 6,955,000	\$ 160,000	\$ 126,338	\$ 286,338
11/1/25	\$ 6,795,000	\$ -	\$ 124,338	\$ 124,338
5/1/26	\$ 6,795,000	\$ 165,000	\$ 124,338	\$ 289,338
11/1/26	\$ 6,630,000	\$ -	\$ 122,275	\$ 122,275
5/1/27	\$ 6,630,000	\$ 170,000	\$ 122,275	\$ 292,275
11/1/27	\$ 6,460,000	\$ -	\$ 119,725	\$ 119,725
5/1/28	\$ 6,460,000	\$ 175,000	\$ 119,725	\$ 294,725
11/1/28	\$ 6,285,000	\$ -	\$ 117,100	\$ 117,100
5/1/29	\$ 6,285,000	\$ 180,000	\$ 117,100	\$ 297,100
11/1/29	\$ 6,105,000	\$ -	\$ 114,400	\$ 114,400
5/1/30	\$ 6,105,000	\$ 185,000	\$ 114,400	\$ 299,400
11/1/30	\$ 5,920,000	\$ -	\$ 111,625	\$ 111,625
5/1/31	\$ 5,920,000	\$ 190,000	\$ 111,625	\$ 301,625
11/1/31	\$ 5,730,000	\$ -	\$ 108,775	\$ 108,775
5/1/32	\$ 5,730,000	\$ 200,000	\$ 108,775	\$ 308,775
11/1/32	\$ 5,530,000	\$ -	\$ 105,275	\$ 105,275
5/1/33	\$ 5,530,000	\$ 205,000	\$ 105,275	\$ 310,275
11/1/33	\$ 5,325,000	\$ -	\$ 101,688	\$ 101,688
5/1/34	\$ 5,325,000	\$ 210,000	\$ 101,688	\$ 311,688
11/1/34	\$ 5,115,000	\$ -	\$ 98,013	\$ 98,013
5/1/35	\$ 5,115,000	\$ 220,000	\$ 98,013	\$ 318,013
11/1/35	\$ 4,895,000	\$ -	\$ 94,163	\$ 94,163
5/1/36	\$ 4,895,000	\$ 230,000	\$ 94,163	\$ 324,163
11/1/36	\$ 4,665,000	\$ -	\$ 90,138	\$ 90,138
5/1/37	\$ 4,665,000	\$ 235,000	\$ 90,138	\$ 325,138
11/1/37	\$ 4,430,000	\$ -	\$ 86,025	\$ 86,025
5/1/38	\$ 4,430,000	\$ 245,000	\$ 86,025	\$ 331,025
11/1/38	\$ 4,185,000	\$ -	\$ 81,738	\$ 81,738

Bannon Lakes**Community Development District****Amortization Schedule****Series 2021, Special Assessment Revenue Bonds****(Term Bonds Due Combined)**

Date	Balance	Principal	Interest	Annual
5/1/39	\$ 4,185,000	\$ 255,000	\$ 81,738	\$ 336,738
11/1/39	\$ 3,930,000	\$ -	\$ 77,275	\$ 77,275
5/1/40	\$ 3,930,000	\$ 260,000	\$ 77,275	\$ 337,275
11/1/40	\$ 3,670,000	\$ -	\$ 72,725	\$ 72,725
5/1/41	\$ 3,670,000	\$ 270,000	\$ 72,725	\$ 342,725
11/1/41	\$ 3,400,000	\$ -	\$ 68,000	\$ 68,000
5/1/42	\$ 3,400,000	\$ 280,000	\$ 68,000	\$ 348,000
11/1/42	\$ 3,120,000	\$ -	\$ 62,400	\$ 62,400
5/1/43	\$ 3,120,000	\$ 295,000	\$ 62,400	\$ 357,400
11/1/43	\$ 2,825,000	\$ -	\$ 56,500	\$ 56,500
5/1/44	\$ 2,825,000	\$ 305,000	\$ 56,500	\$ 361,500
11/1/44	\$ 2,520,000	\$ -	\$ 50,400	\$ 50,400
5/1/45	\$ 2,520,000	\$ 315,000	\$ 50,400	\$ 365,400
11/1/45	\$ 2,205,000	\$ -	\$ 44,100	\$ 44,100
5/1/46	\$ 2,205,000	\$ 330,000	\$ 44,100	\$ 374,100
11/1/46	\$ 1,875,000	\$ -	\$ 37,500	\$ 37,500
5/1/47	\$ 1,875,000	\$ 345,000	\$ 37,500	\$ 382,500
11/1/47	\$ 1,530,000	\$ -	\$ 30,600	\$ 30,600
5/1/48	\$ 1,530,000	\$ 360,000	\$ 30,600	\$ 390,600
11/1/48	\$ 1,170,000	\$ -	\$ 23,400	\$ 23,400
5/1/49	\$ 1,170,000	\$ 375,000	\$ 23,400	\$ 398,400
11/1/49	\$ 795,000	\$ -	\$ 15,900	\$ 15,900
5/1/50	\$ 795,000	\$ 390,000	\$ 15,900	\$ 405,900
11/1/50	\$ 405,000	\$ -	\$ 8,100	\$ 8,100
5/1/51	\$ 405,000	\$ 405,000	\$ 8,100	\$ 413,100
11/1/51	\$ -	\$ -	\$ -	\$ -
Totals		\$ 7,265,000	\$ 4,814,000	\$ 12,079,000

Bannon Lakes

Community Development District

Debt Service Fund

Series 2022

<i>Description</i>	<i>Proposed Budget FY 2022</i>	<i>Actual Thru 6/30/22</i>	<i>Projected Next 3 Months</i>	<i>Total Projected 9/30/22</i>	<i>Approved Budget FY 2023</i>
Revenues					
Interest Income	\$0	\$0	\$0	\$0	\$0
Special Assessments	\$0	\$0	\$0	\$0	\$0
Prepayments	\$0	\$0	\$0	\$0	\$0
Carry Forward Surplus*	\$0	\$0	\$0	\$0	\$525,252
TOTAL REVENUES	\$0	\$0	\$0	\$0	\$525,252
Expenditures					
<u>Series 2021</u>					
Interest - 11/01	\$0	\$0	\$0	\$0	\$175,084
Interest - 05/01	\$51,552	\$51,552	\$51,552	\$103,105	\$175,084
Principal - 5/01	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$51,552	\$51,552	\$51,552	\$103,105	\$350,168
Other Sources/(Uses)					
Bonds Proceeds	\$837,704	\$837,704	\$0	\$837,704	\$0
TOTAL OTHER SOURCES/USES	\$837,704	\$837,704	\$0	\$837,704	\$0
EXCESS REVENUES	\$786,152	\$786,151	(\$51,552)	\$734,599	\$175,084

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

11/1/23 Interest \$175,084

Net Assessments	\$519,788
Add: Discounts and Collections (6%)	\$35,304
Gross Assessments	\$555,092
Assessable Units	296
Per Unit Assessment	\$1,875.31

Bannon Lakes

Community Development District

Amortization Schedule

Series 2022, Special Assessment Revenue Bonds

(Term Bonds Due Combined)

Date	Balance	Principal		Interest	Annual
11/1/22	\$ 9,135,000	\$ -	\$	175,084	\$ 175,084
5/1/23	\$ 9,135,000	\$ -	\$	175,084	
11/1/23	\$ 9,135,000	\$ -	\$	175,084	\$ 350,168
5/1/24	\$ 9,135,000	\$ 170,000	\$	175,084	
11/1/24	\$ 8,965,000	\$ -	\$	172,640	\$ 517,724
5/1/25	\$ 8,965,000	\$ 175,000	\$	172,640	
11/1/25	\$ 8,790,000	\$ -	\$	170,124	\$ 517,764
5/1/26	\$ 8,790,000	\$ 180,000	\$	170,124	
11/1/26	\$ 8,610,000	\$ -	\$	167,537	\$ 517,661
5/1/27	\$ 8,610,000	\$ 185,000	\$	167,537	
11/1/27	\$ 8,425,000	\$ -	\$	164,878	\$ 517,414
5/1/28	\$ 8,425,000	\$ 195,000	\$	164,878	
11/1/28	\$ 8,230,000	\$ -	\$	161,660	\$ 521,538
5/1/29	\$ 8,230,000	\$ 200,000	\$	161,660	
11/1/29	\$ 8,030,000	\$ -	\$	158,360	\$ 520,020
5/1/30	\$ 8,030,000	\$ 205,000	\$	158,360	
11/1/30	\$ 7,825,000	\$ -	\$	154,978	\$ 518,338
5/1/31	\$ 7,825,000	\$ 215,000	\$	154,978	
11/1/31	\$ 7,610,000	\$ -	\$	151,430	\$ 521,408
5/1/32	\$ 7,610,000	\$ 220,000	\$	151,430	
11/1/32	\$ 7,390,000	\$ -	\$	147,800	\$ 519,230
5/1/33	\$ 7,390,000	\$ 230,000	\$	147,800	
11/1/33	\$ 7,160,000	\$ -	\$	143,200	\$ 521,000
5/1/34	\$ 7,160,000	\$ 240,000	\$	143,200	
11/1/34	\$ 6,920,000	\$ -	\$	138,400	\$ 521,600
5/1/35	\$ 6,920,000	\$ 250,000	\$	138,400	
11/1/35	\$ 6,670,000	\$ -	\$	133,400	\$ 521,800
5/1/36	\$ 6,670,000	\$ 260,000	\$	133,400	
11/1/36	\$ 6,410,000	\$ -	\$	128,200	\$ 521,600
5/1/37	\$ 6,410,000	\$ 270,000	\$	128,200	
11/1/37	\$ 6,140,000	\$ -	\$	122,800	\$ 521,000
5/1/38	\$ 6,140,000	\$ 280,000	\$	122,800	
11/1/38	\$ 5,860,000	\$ -	\$	117,200	\$ 520,000
5/1/39	\$ 5,860,000	\$ 290,000	\$	117,200	
11/1/39	\$ 5,570,000	\$ -	\$	111,400	\$ 518,600

Bannon Lakes

Community Development District

Amortization Schedule

Series 2022, Special Assessment Revenue Bonds

(Term Bonds Due Combined)

Date	Balance	Principal	Interest	Annual
5/1/40	\$ 5,570,000	\$ 305,000	\$ 111,400	
11/1/40	\$ 5,265,000	\$ -	\$ 105,300	\$ 521,700
5/1/41	\$ 5,265,000	\$ 315,000	\$ 105,300	
11/1/41	\$ 4,950,000	\$ -	\$ 99,000	\$ 519,300
5/1/42	\$ 4,950,000	\$ 330,000	\$ 99,000	
11/1/42	\$ 4,620,000	\$ -	\$ 92,400	\$ 521,400
5/1/43	\$ 4,620,000	\$ 340,000	\$ 92,400	
11/1/43	\$ 4,280,000	\$ -	\$ 85,600	\$ 518,000
5/1/44	\$ 4,280,000	\$ 355,000	\$ 85,600	
11/1/44	\$ 3,925,000	\$ -	\$ 78,500	\$ 519,100
5/1/45	\$ 3,925,000	\$ 370,000	\$ 78,500	
11/1/45	\$ 3,555,000	\$ -	\$ 71,100	\$ 519,600
5/1/46	\$ 3,555,000	\$ 385,000	\$ 71,100	
11/1/46	\$ 3,170,000	\$ -	\$ 63,400	\$ 519,500
5/1/47	\$ 3,170,000	\$ 400,000	\$ 63,400	
11/1/47	\$ 2,770,000	\$ -	\$ 55,400	\$ 518,800
5/1/48	\$ 2,770,000	\$ 415,000	\$ 55,400	
11/1/48	\$ 2,355,000	\$ -	\$ 47,100	\$ 517,500
5/1/49	\$ 2,355,000	\$ 435,000	\$ 47,100	
11/1/49	\$ 1,920,000	\$ -	\$ 38,400	\$ 520,500
5/1/50	\$ 1,920,000	\$ 450,000	\$ 38,400	
11/1/50	\$ 1,470,000	\$ -	\$ 29,400	\$ 517,800
5/1/51	\$ 1,470,000	\$ 470,000	\$ 29,400	
11/1/51	\$ 1,000,000	\$ -	\$ 20,000	\$ 519,400
5/1/52	\$ 1,000,000	\$ 490,000	\$ 20,000	
11/1/52	\$ 510,000	\$ -	\$ 10,200	\$ 520,200
5/1/53	\$ 510,000	\$ 510,000	\$ 10,200	
				\$ 520,200
Totals		\$ 9,135,000	\$ 6,979,948	\$ 16,114,948

Bannon Lakes
Community Development District

Capital Reserve Fund

<i>Description</i>	<i>Adopted Budget FY 2022</i>	<i>Actual Thru 6/30/22</i>	<i>Projected Next 3 Months</i>	<i>Total Projected 9/30/22</i>	<i>Approved Budget FY 2023</i>
<i>Revenues</i>					
<i>Capital Reserve Transfer In</i>	\$3,084	\$0	\$0	\$0	\$3,084
<i>POA Contribution</i>	\$0	\$175,000	\$0	\$175,000	\$0
<i>Carry Forward Surplus*</i>	\$31,713	\$0	\$0	\$0	\$142,268
<i>TOTAL REVENUES</i>	\$34,797	\$175,000	\$0	\$175,000	\$145,352
<i>Expenditures</i>					
<i>Capital Outlay</i>	\$15,000	\$0	\$0	\$0	\$10,000
<i>Repair and Maintenance</i>	\$0	\$32,438	\$0	\$32,438	\$10,000
<i>Other Current Charges</i>	\$420	\$219	\$75	\$294	\$420
<i>TOTAL EXPENDITURES</i>	\$15,420	\$32,657	\$75	\$32,732	\$20,420
<i>EXCESS REVENUES</i>	\$19,377	\$142,343	(\$75)	\$142,268	\$124,932

SIXTH ORDER OF BUSINESS

A.

RESOLUTION 2022-09

THE ANNUAL APPROPRIATION RESOLUTION OF THE BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2022, submitted to the Board of Supervisors ("**Board**") of the Bannon Lakes Community Development District ("**District**") proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Bannon Lakes Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
DEBT SERVICE FUND – SERIES 2016	\$_____
DEBT SERVICE FUND – SERIES 2021	\$_____
DEBT SERVICE FUND – SERIES 2022	\$_____
TOTAL ALL FUNDS	\$_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within 60 days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 3rd DAY OF AUGUST, 2022.

ATTEST:

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023 Budget

B.

RESOLUTION 2022-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budgets ("**Budget**") for Fiscal Year 2022/2023, attached hereto as **Exhibit "A,"** and

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

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

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

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

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

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

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

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

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

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

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. **Tax Roll Assessments.** The operations and maintenance special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**
- B. **Direct Bill Assessments.** The operations and maintenance special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** Assessments directly collected by the District are according to the following schedule: 25% due no later than October 15, 2022, 25% due no later than January 1, 2023, 25% due no later than April 1, 2023, and 25% due no later than July 1, 2023. In the event that an assessment

payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2022/2023, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170 of the Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein.

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

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

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

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

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

PASSED AND ADOPTED this 3rd day of August, 2022.

ATTEST:

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

C.

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023 FUNDING AGREEMENT**

This Agreement (the “**Agreement**”) is effective as of the 1st day of October, 2022, by and between:

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

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

Recitals

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

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

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

WHEREAS, the District has adopted its general fund budget for the Fiscal Year 2022/2023, which year commences on October 1, 2022 and concludes on September 30, 2021 (the “**General Fund Budget**”); and

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

WHEREAS, the Developer has requested that the District not levy operation and maintenance assessments in excess of \$633,403.00 for Fiscal Year 2022/2023; and

WHEREAS, the Developer desires to fund any deficit of the District’s operation and maintenance expenses in excess of the \$633,403 up to the total amount of the District’s General Fund Budget, adopted by the District’s Board of Supervisors, without any reimbursement by the District; and

WHEREAS, as the District and Developer anticipate that the District's operations and maintenance expenses for Fiscal Year 2022/2023 will not exceed the budgeted amount of \$676,017, it is anticipated that the Developer's Funding Obligation as defined herein will not exceed \$42,614.

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

1. Funding Obligation. Subject to the provisions of Paragraph 2 of this Agreement, the Developer agrees to pay the District's actual operation and maintenance expenses for Fiscal Year 2022/2023 to the extent such expenses exceed the special assessments for operations and maintenance levied and collected by the District, within fifteen (15) days of written request by the District (the "**Developer's Funding Obligation**"). The funds shall be placed in the District's general checking account. The Developer's Funding Obligation for Fiscal Year 2022/2023 shall not exceed \$42,614. The Developer's payment of funds pursuant to this Agreement in no way affects the Developer's obligation to pay assessments on land it owns within the District.

2. Continuing Lien. The District shall have the right to file a continuing lien upon the certain property as identified in **Exhibit B** (the "Parcel") for all payments due and owing under the terms of this Agreement and for interest thereon. In addition, the District shall have the right to file a continuing lien upon the Parcel for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2022/2023 Budget" (the "**Notice**") in the public records of St. Johns County, Florida, stating among other things, the description of the Parcel and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring such other enforcement action against the Parcel in any manner authorized by law. The District shall partially release any filed lien for portions of the Parcel subject to a plat if and when the Developer has demonstrated, in the District's reasonable discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any portion of the Parcel after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Parcel owned by the Developer.

3. Alternative Methods of Collection.

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action

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

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

4. Agreement; Amendment. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

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

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

8. Third Party Rights; Transfer of Property. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason

hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

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

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

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

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

With a copy to: Kutak Rock.
107 West College Avenue
Tallahassee, Florida 32301
Attn: Wesley S. Haber

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

With a copy to: Carlton Fields
4221 W. Boy Scout Blvd., Suite 1000
Tampa, Florida 33607

Attn: Joel B. Giles

and

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

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

12. Effective Date. The Agreement shall take effect as of October 1, 2022. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

(SIGNATURES ON FOLLOWING PAGE)

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

Attest:

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

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

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

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

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

By: _____

Name: _____

Title: _____

WITNESSES:

Exhibit A: Fiscal Year 2022/2023 General Fund Budget
Exhibit B: Parcel

EXHIBIT A

EXHIBIT B

SEVENTH ORDER OF BUSINESS

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

THIS AGREEMENT (“Agreement”) is made and entered into this 3rd day of August 2022, 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* (“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 (“Facilities”); and

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

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

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

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

SECTION 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**.

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 within the District areas depicted in the map attached hereto as **Exhibit B** ("Landscape Areas") and incorporated herein by reference. 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. 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 Eleven Thousand Six Hundred One Dollars and Fifty-One Cents (\$11,601.51) per month for an annual total of One Hundred Thirty-Nine Thousand Two Hundred Eighteen Dollars and Thirteen Cents (\$139,218.13). The term of this Agreement shall be from August 1, 2022 through July 31, 2023, unless terminated earlier by either party in accordance with the provisions of this Agreement. The District shall have the option of renewing this Agreement for two additional one year terms at the same price set forth herein.

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

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

D. The Contractor shall maintain records conforming to usual accounting practices.

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

SECTION 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. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B. 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, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

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 sixty (60) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or 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. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 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:	Bannon Lakes Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager
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With a copy to:	Kutak Rock LLP 107 West College Avenue
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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 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 **James 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, OR AT 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 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. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 27. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately

preceding the date of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

LANDCARE GROUP, INC.

By: _____
Its: _____

Exhibit A: Proposal
Exhibit B: Landscape Areas Map

Exhibit A



Attachment 'A'
Practical Specifications for Contract Landscape Maintenance for:
Bannon Lakes CDD

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.

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 April 1st through October 15th and as needed during the non-growing season from October 16th through March 31st. 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 1st through October 15th and as needed during the non-growing season from October 16th through March 31st. 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

Owner's Initials_____

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- 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. Visible clippings that may be left following mowing operations shall be removed from the site each visit.
- g. Contractor will take special care to avoid allowing any clippings to be discharged or blown into stormwater ponds or drop inlets.
- h. 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. It is understood that the Owner is responsible for regular lake maintenance, including spraying the water line with aquatic herbicide where it meets the turf, and cleaning out culverts, inlets, and outlets.

4. Blowing

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- 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, stormwater ponds, inlets, 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.

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- 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, seed pods 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

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- 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.

3. 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 Management that maintenance personnel remain familiar with the maintenance specifications, the Property, 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.

Owner's Initials_____

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- e. 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 5:00 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.

Owner's Initials_____

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- 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 makeup. 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.

Owner's Initials _____

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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 October 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 makeup. 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

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- 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

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
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
November:	Disease & Insect Control
December:	Potash 0-0-62
Owner's Initials _____	

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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

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 "C" – TREE / SHRUB CARE PROGRAM

Owner's Initials_____

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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 as needed

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.

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- 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. 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. Flower Beds

Owner's Initials_____

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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 profusion of color and display.

2. Installation

- a. 2,050 Plants are to be installed utilizing a triangular spacing of 8"-10" O.C. (depending on type) between plants.
- b. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- c. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- d. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- e. 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. Pre-emergent herbicides are not to be used in annual beds.

4. Warranty

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 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.

5. Payment Proration

Owner's Initials_____

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- a. Customer acknowledges that payment for each of the four (4) flower installations per contract year, in the quantities stated above, shall be included in the monthly payment, but the portion of each monthly payment attributed to flower installation is prorated in accordance with the schedule below. Should the contract be cancelled for any reason, by either party, prior to the end of the term, Customer is still responsible for any remaining payments due for future months that pertain to any flower installation that has already occurred prior to the cancellation in accordance with this schedule.

Approx. September, 2022

AUGUST	SEPTEMBER	OCTOBER
\$1,264.17	\$1,264.17	\$1,264.16

Due from Customer for 1st Flower Installation: \$3,792.50.

Approx. December, 2022

NOVEMBER	DECEMBER	JANUARY
\$1,264.17	\$1,264.17	\$1,264.16

Due from Customer for 2nd Flower Installation: \$3,792.50.

Approx. March, 2023

FEBRUARY	MARCH	APRIL
\$1,264.17	\$1,264.17	\$1,264.16

Due from Customer for 3rd Flower Installation: \$3,792.50.

Approx. June, 2023

MAY	JUNE	JULY
\$1,264.17	\$1,264.17	\$1,264.16

Due from Customer for 4th Flower Installation: \$3,792.50.

- b. Due to national material shortages and higher than average prices, Contractor retains the right to adjust the above amounts should the contractor's cost for these materials increase. The contract may then be equitably adjusted by written notice from Contractor to Owner, and subsequent Amendment to this Agreement.

B. 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 crosscut during this process. At the signing of this Agreement, Owner has 11 Phoenix Palms on the Property.
2. Washingtonia Palms in excess of 12' CT will be trimmed two times per year.
3. Sabal Palms will be trimmed one time per year. At the signing of this Agreement, Owner has 22 Sabal Palms on the Property.
4. All other palms less than 12' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Owner's Initials _____

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5. 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.
6. When trimming, cut the frond close to the trunk without leaving "stubs".

C. Monthly Reports

Landcare Group, Inc. will submit to the Owner's Representative, a monthly report detailing what was done to the various areas of the property, including details for turf areas, trees and shrubs, the irrigation system, and any additional noteworthy areas of the property. The report is to be sent via email on a monthly basis, for the prior month of service, and shall provide information regarding any plans of action for the future.

SCHEDULE "E" – IRRIGATION MAINTENANCE

A. Frequency of Service

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. Report any valve or valve box that may be damaged in any way.
5. Leave areas in which repairs or adjustments are made free of debris.
6. Adjust controller to the watering needs as dictated by weather conditions and seasonal requirements including adjustment 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 \$38.00/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 \$1,000.00 is approved without a formal proposal so that the contractor can proceed in a timely manner.

Owner's Initials_____

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2. Service Calls

- a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates of \$38.00/hr. for a technician and \$65.00/hr. for a specialist.
 - b. Service calls that occur after hours on weekdays, on national holidays, or weekends, which are of an emergency nature will be billed on a time and material basis of \$65.00/hr. for a technician.
 - c. When not an emergency, request for authorization must be submitted in written form to management for approval when the costs will exceed \$1,000.00. 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.

SCHEDULE "F" - EXCLUSIONS & EXTRA SERVICES

A. Exclusions

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

Mulch replenishment is not included in this Agreement but can be proposed as an additional cost upon Owner's request.

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.

Owner's Initials _____

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

Pests, fungi, 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, and Take-All Root Rot. New pests are introduced into the United States every year and this list is subject to change without notice.

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 of such items done by the Contractor will be done in the form of a written proposal to be paid by the Owner and signed and dated by both parties prior to any additional work.

B. Extra Services

Brown Cypress Mulch:

The quantity estimated to replenish the mulch in the areas included in the scope of this Agreement as of 5/11/2022 is approximately 300 yards.

The anticipated price to install in December 2022 is \$46.00 per yard. However, Contractor retains the right to adjust this figure, should Contractor's cost increase more than anticipated.

Therefore, the price to replenish the mulch is estimated to be \$13,800.00.

This amount is not included in this Agreement and would be due from Owner to Contractor in addition to the regular monthly maintenance payments upon completion of installation and receipt of Contractor's invoice.

Owner's Initials _____

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The site plan illustrates the layout of the EMMONS LAKES development. A large central pond is surrounded by a network of paths and smaller water features. The plan is divided into several sections, including a central 'AMENITY COMPLEX' and surrounding 'COMMON AREAS'. A legend at the bottom left identifies the color-coded areas: blue for 'POND', green for 'COMMON AREAS', and yellow for 'AMENITY COMPLEX'. The plan also shows various building footprints, parking lots, and landscaping details. A title block in the top right corner identifies the project as 'EMMONS LAKES' and 'Maintenance Map', prepared by 'ETM' (Engineering & Technical Management) for 'The Home Depot'.

EIGHTH ORDER OF BUSINESS

RIVERSIDE MANAGEMENT SERVICES, INC.

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

July 19, 2022

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

Re: Facility Manager, Field Management/Admin, Pool Maintenance, Facility Maintenance, Grounds Maintenance and Facility Attendant

Dear Jim:

Please consider this proposal for Riverside Management Services, Inc. to continue providing the following services for the Bannon Lakes Community Development District.

<u>Services</u>	<u>FY2022 Actual Fee</u>	<u>Proposed Fee FY 2023</u>
Facility Manager	\$61,800	\$64,890
Field Management/Admin	\$20,116	\$21,122
Pool Maintenance	\$10,926	\$12,600
Facility Maintenance	\$7,500	\$20,000
Grounds Maintenance	\$5,000	\$9,000
Facility Attendant		\$3,600

The ownership and management at Riverside Management Services, Inc. would like to thank the Board of Supervisors in advance for your consideration of our request to help offset the continued rise in cost to operate in these unprecedented times. Should you have any questions or comments, please feel free to give me a call.

Sincerely,

Jerry Lambert
Vice President

NINTH ORDER OF BUSINESS

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

Bannon Lakes Community Development District
c/o Governmental Management Services, LLC
475 West Town Center, Suite 114
St. Augustine, Florida 32092

**AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING AND
MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**

THIS AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT AMENDS, SUPERSEDES AND RESTATES IN ITS ENTIRETY THE AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT RECORDED IN ST. JOHNS COUNTY OFFICIAL RECORDS BOOK 4227, PAGE 568.

**Board of Supervisors¹
Bannon Lakes Community Development District**

Arthur E. Lancaster
Chairperson

Chris D'Aquin
Assistant Secretary

John Dodson
Vice Chairperson

Chris Hill
Assistant Secretary

Linda Scandurra
Assistant Secretary

District Manager
Governmental Management Services, LLC
475 West Town Center, Suite 114
St. Augustine, Florida 32092
(904) 940-5850

District records are on file at the offices of the District Manager and are available for public inspection upon request during normal business hours.

¹ This list reflects the composition of the Board of Supervisors as of July 1, 2022. For a current list of Board Members, please contact the District Manager's office.

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AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT

INTRODUCTION

The Bannon Lakes Community Development District (“**District**”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance, of the following improvements: stormwater facilities (ponds), stormwater collection systems, water, wastewater and reuse utilities, entry features, on-site and off-site roadway improvements, landscape and hardscape improvements, wetland mitigation, and recreation facilities; and other related public infrastructure.

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

What is the District and how is it governed?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes (the “Act”), and established by Ordinance No. 2015-60 enacted by the County Commission of St. Johns County, Florida, which was effective on September 21, 2015, amended by Ordinance No. 2018-2, effective on January 19, 2018. The District encompasses approximately 559.24 acres of land located entirely within the boundaries of the St. Johns County. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State and citizens of the United States. Board members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when both six years after the initial appointment of Supervisors have passed and the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this

instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in St. Johns County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State's open meetings law and are generally subject to the same disclosure requirements as other elected officials under the State's ethics laws.

What infrastructure improvements does the District provide and how are the improvements paid for?

The District is comprised of approximately 559.24 acres located entirely within St. Johns County, Florida, the legal description of which is attached hereto as **Exhibit A**. The public infrastructure necessary to support the District's development program includes, but is not limited to the design, permitting and construction of: on-site and off-site roadways, stormwater management facilities, water, wastewater and reuse utilities, landscape and hardscape, amenity area, community park and wetland mitigation improvements. To plan the infrastructure improvements necessary for the District, the District adopted an Engineer's Report, dated November 23, 2015, as supplemented on November 16, 2020 and revised on January 5, 2021 and as supplemented on February 3, 2022, (together, the "Engineer's Report"), which details all of the improvements contemplated for the completion of the infrastructure of the District (the "Capital Improvement Plan"). Copies of the Engineer's Report are available for review in the District's public records. The Engineer's Report breaks the infrastructure into two categories, Master Development and Neighborhood Development. These infrastructure improvements are more fully detailed below.

Master Development

Roadway Improvements

On-site and off-site roadway improvements include the construction of Bannon Lakes Boulevard, construction of a road north of the commercial area, internal roadways, and the widening of International Golf Parkway from the existing terminus of the four-lane portion to the entrance into the District across from Francis Road including left and right turn lanes. Signalization at the entrance will be included if and when warranted. Certain roadway improvements are anticipated to be dedicated to St. Johns County for ownership and maintenance.

Stormwater Facilities and Stormwater Collection System

These improvements include stormwater management facilities consisting of ponds 1 and 3, the pond outfall control structures, and the internal stormwater conveyance system for the roads. The stormwater design was prepared in accordance with St. Johns River Water Management District requirements. The District anticipates retaining ownership and maintenance of the ponds and outfall structures, and dedicating the stormwater conveyance system to St. Johns County for ownership and long term maintenance.

Water, Wastewater and Reuse Utilities

On-site and off-site improvements include the potable water distribution system, the sanitary sewer collection system, the sanitary sewer lift stations, the sanitary sewer force main system, and the reuse water distribution system, which have been designed in accordance with St. Johns County and Florida Department of Environmental Protection Standards. These improvements are anticipated to be dedicated to St. Johns County for ownership and maintenance.

Landscaping/Hardscaping

These improvements include entry feature signage, landscaping, irrigation and lighting, and are expected to be owned and maintained by the District.

Amenity Area/Community Park

The amenities may include, but are not limited to an amenity area which will include either a swimming pool and cabana or a clubhouse. In addition, improvements may include a 4.5 acre park site that will contain 2 multi-use fields with low-impact lighting, parking area and restrooms. These improvements are anticipated to be owned and maintained by the District.

The Master Development improvements also include wetland mitigation.

Neighborhood Development

The Neighborhood Development will contain the single family development and will be split into three phases. Phase 1 will contain 456 lots, Phase 2 will contain 235 lots and Phase 3 will contain 296 lots. Items included with these phases will be the construction of the local roadways, stormwater system serving each phase (stormwater pond, stormwater collection system and pond equalization pies through each phase), the St. Johns County Utilities Department wet utilities and any required landscaping within the neighborhoods. It is anticipated that the Neighborhood Development will be privately funded and portions may be conveyed to the District for ownership, operation, and maintenance.

The above-described public infrastructure improvements are anticipated to be funded by either the District's sale of bonds or privately by the developer or homebuilders. As set forth in more detail below, the District issued its Special Assessment Revenue Bonds, Series 2016 to fund a portion of the Master Development improvements. It is anticipated that the remaining improvements will be funded either through the issuance of additional bonds, the contribution of infrastructure from the developer or other methods of financing. On December 2, 2015, the

Circuit Court of the State of Florida, in and for St. Johns County, Florida, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed \$95,905,000 in Special Assessment Revenue Bonds for infrastructure needs of the District.

On January 25, 2015, the District issued a series of bonds for purposes of financing a portion of the construction and acquisition costs of infrastructure for the Capital Improvement Plan known as the Master Infrastructure - Phase I Improvements (the "Series 2016 Project"). On that date, the District issued its Bannan Lakes Community Development District, Special Assessment Revenue Bonds, Series 2016, in the amount of \$11,850,000 (the "Series 2016 Bonds"). Proceeds of the Series 2016 Bonds were used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Series 2016 Project, which is comprised of a portion of the Master Development improvements.

On January 29, 2021, the District issued a series of bonds for purposes of financing a portion of the construction and acquisition costs of infrastructure for the Capital Improvement Plan known as the Master Infrastructure - Phase 2 Improvements (the "Series 2021 Project"). On that date, the District issued its Bannan Lakes Community Development District, Special Assessment Revenue Bonds, Series 2021, in the amount of \$7,415,000 (the "Series 2021 Bonds"). Proceeds of the Series 2021 Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Series 2021 Project, which is comprised of a portion of the Master Development improvements.

On March 8, 2022, the District issued a series of bonds for purposes of financing a portion of the construction and acquisition costs of infrastructure for the Capital Improvement Plan known as the Master Infrastructure - Phase 3 Improvements (the "Series 2022 Project"). On that date, the District issued its Bannan Lakes Community Development District, Special Assessment Revenue Bonds, Series 2022, in the amount of \$9,135,000 (the "Series 2022 Bonds"). Proceeds of the Series 2022 Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Series 2022 Project, which is comprised of a portion of the Master Development improvements.

Assessments, Fees and Charges

As described above, portion of the Master Development improvements identified in the District's Capital Improvement Plan have been or will be financed by the District through the sale of its Series 2016 Bonds, Series 2021 Bonds and Series 2022 Bonds. The amortization schedules for the Series 2016 Bonds, Series 2021 Bonds and Series 2022 Bonds are available in the District's public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District's Master and Neighborhood Special Assessment Methodology Report, dated October 19, 2015, as supplemented by the Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds, Series 2016 Bonds, dated January 14, 2016, the Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2021 – Phase 2 Final Numbers, dated January 20, 2021 and the Supplemental Special

Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2022 – Phase 2B and 2C, dated February 10, 2022 (together, the “Assessment Methodology”), are available for review in the District’s public records.

The Series 2016 Bonds, Series 2021 Bonds and Series 2022 Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against certain lands within the District that benefit from the design, construction, and/or acquisition and operation of the master improvements funded with those bonds (the “Debt Assessments”). The Debt Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Debt Assessments are levied in accordance with the District’s Assessment Methodology and represent an allocation of the costs of the Series 2016 Project, the Series 2021 Project, and the Series 2022 Project to those lands within the District benefiting from the master improvements included in those projects. The total amount of debt assessments levied against a particular lot or piece of property within the District’s boundary can be determined by contacting the District Manager, 475 West Town Center, Suite 114, St. Augustine, Florida 32092, (904) 940-5850.

The Debt Assessments described above exclude any operations and maintenance assessments (“O&M Assessments”) which may be determined and calculated annually by the District’s Board of Supervisors and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District’s current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, Florida Statutes.

Method of Collection

The District’s Series 2016 Debt Assessments, Series 2021 Debt Assessments, Series 2022 Debt Assessments, and/or operation and maintenance assessments may appear on that portion of the annual real estate tax notice entitled “non-ad valorem assessments,” and will be collected by the St. Johns County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.

This description of the District’s operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District

plays in providing infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, Bannon Lakes Community Development District, 475 West Town Center, Suite 114, St. Augustine, Florida 32092, or call (904) 940-5850.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

IN WITNESS WHEREOF, this Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the _____ day of _____, 2022, and recorded in the Official Records of St. Johns County, Florida.

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: Arthur Lancaster
Chairperson

Witness

Witness

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by Arthur Lancaster, Chairperson of the Bannon Lakes Community Development District, who is personally known to me or who has produced _____ as identification.

Print Name;

Notary Public, State of Florida

EXHIBIT A

CDD PARCEL

A PORTION OF SECTIONS 1, 2, 11 AND 12, ALL LYING IN TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF SECTION 45, THE ZEPH. KINGSLEY GRANT, SAID TOWNSHIP AND RANGE; THENCE SOUTH 01°39'23" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 45, SECTION 46, THE LORENZO CAPO GRANT, SAID TOWNSHIP AND RANGE AND SECTION 48, THE ZEPH. KINGSLEY GRANT, SAID TOWNSHIP AND RANGE, A DISTANCE OF 5397.43 FEET; THENCE SOUTH 01°37'40" EAST, CONTINUING ALONG THE EASTERLY LINE OF SAID SECTION 48, A DISTANCE OF 3800.99 FEET, TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY, (ALSO KNOWN AS NINE MILE ROAD, A 66 FOOT RIGHT OF WAY PER EXISTING MONUMENTATION AND LOCAL RECOGNITION); THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 54°09'58" WEST, 398.79 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 2: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1009.18 FEET, AN ARC DISTANCE OF 308.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°24'41" WEST, 307.20 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH 36°39'24" WEST, 1152.36 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 4: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 228.69 FEET, AN ARC DISTANCE OF 209.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°55'41" WEST, 202.45 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 5: SOUTH 89°11'58" WEST, 3820.90 FEET; COURSE NO. 6: SOUTH 89°36'40" WEST, 1465.21 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF BANNON LAKES BOULEVARD (A VARIABLE WIDTH RIGHT OF WAY, AS SHOWN ON THE PLAT OF BANNON LAKES PHASE 1, AS RECORDED IN MAP BOOK 81, PAGES 36 THROUGH 42, INCLUSIVE OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY); THENCE NORTHERLY AND NORTHEASTERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF SAID BANNON LAKES BOULEVARD, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH 00°23'20" WEST, 52.00 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY, AND THE POINT OF BEGINNING; COURSE NO. 2: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 62.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°29'53" EAST, 56.68 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 3: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1058.02 FEET, AN ARC DISTANCE OF 371.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09°40'23" EAST, 369.69 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 4: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 534.50 FEET, AN ARC DISTANCE OF 116.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26°00'03" EAST, 116.68 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 5: NORTH 32°16'01" EAST, 57.81 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 6: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12°43'59" WEST, 35.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°43'59" WEST, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, AND THE NORTHWESTERLY PROLONGATION THEREOF, 67.03 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY,

ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 400.00 FEET, AN ARC DISTANCE OF 199.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°59'31" WEST, 197.04 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°01'20" EAST, 50.02 FEET; THENCE SOUTH 89°58'40" WEST, 40.00 FEET; THENCE NORTH 00°01'20" WEST, 50.89 FEET; THENCE SOUTH 89°58'40" WEST, 469.19 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 378.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°24'43" WEST, 367.82 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 42°50'45" WEST, 240.83 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 35.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°31'19" WEST, 32.36 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL "B", AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3510, PAGE 1291, OF SAID PUBLIC RECORDS, AND THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG LAST SAID LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 375.00 FEET, AN ARC DISTANCE OF 142.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 48°42'35" WEST, 141.92 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2612, PAGE 557, OF SAID PUBLIC RECORDS; THENCE NORTH 00°05'36" WEST, ALONG LAST SAID LINE, AND ALONG THE EASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL "A", AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3510, PAGE 1291, OF SAID PUBLIC RECORDS, 3415.24 FEET, TO A SOUTHERLY LINE OF THOSE LANDS DESIGNATED PARCEL "A", AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1568, PAGE 482, OF SAID PUBLIC RECORDS; THENCE EASTERLY AND NORTHERLY, ALONG SAID SOUTHERLY LINE OF LAST SAID LANDS, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 88°34'18" EAST, 1285.97 FEET; COURSE NO. 2: NORTH 00°42'21" WEST, 1320.72 FEET; COURSE NO. 3: NORTH 01°10'41" WEST, 818.85 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGE 179, OF SAID PUBLIC RECORDS; THENCE EASTERLY, SOUTHERLY, AND SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 78°58'32" EAST, 3960.19 FEET; COURSE NO. 2: SOUTH 01°45'29" EAST, 2946.05 FEET; COURSE NO. 3: SOUTH 68°22'34" WEST, 277.24 FEET; COURSE NO. 4: SOUTH 40°04'55" WEST, 496.47 FEET; COURSE NO. 5: SOUTH 26°34'20" WEST, 372.68 FEET; COURSE NO. 6: SOUTH 17°38'33" WEST, 1548.72 FEET; THENCE SOUTH 89°11'58" WEST, 1359.86 FEET; THENCE SOUTH 89°36'40" WEST, 652.37 FEET; THENCE NORTH 85°37'59" WEST, 90.46 FEET; THENCE SOUTH 89°36'40" WEST, 722.53 FEET, TO THE POINT OF BEGINNING.

CONTAINING 559.24 ACRES, MORE OR LESS.

TENTH ORDER OF BUSINESS

A.

RESOLUTION 2022-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES RELATING TO OVERNIGHT PARKING AND TRAFFIC ENFORCEMENT; ADOPTING THE PROPOSED RULE AS A TEMPORARY POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bannon Lakes Community Development District (“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 (“Board”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board desires to set a public hearing to adopt the *Rules Relating to Overnight Parking and Traffic Enforcement* (“Policy”) attached hereto as **Exhibit A**; and

WHEREAS, the Board desires to adopt the Policy on a temporary basis to be in effect until it conducts its public hearing adopting the Policy.

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

Section 1. The Board intends to adopt the Policy, a proposed copy of which is attached hereto as **Exhibit A**. The District will hold a public hearing on such policies at a meeting of the Board to be held on _____, 2022 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. The Board hereby adopts the Policy on a temporary basis to be in effect until it conducts the public hearing set forth in Section One.

Section 4. This Resolution shall become effective immediately upon its adoption.

THIS RESOLUTION 2022-__ IS PASSED AND ADOPTED THIS __ DAY OF _____, 2022.

ATTEST:

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A: Rules Relating to Overnight Parking and Traffic Enforcement

EXHIBIT A

BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT RULE RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, Florida Statutes, and on _____ at a duly noticed public meeting, the Board of Supervisors of the Bannon Lakes Community Development District (the “District”) adopted the following policy to govern overnight parking and parking enforcement on certain District property. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that parked Vehicles or Vessels (hereinafter defined) on certain of its property Overnight (hereinafter defined) cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This policy is intended to provide the District with a means to remove Vehicles and Vessels from District designated Tow-Away Zones consistent with this Policy and as indicated on **Exhibit A** attached hereto.

SECTION 2. DEFINITIONS.

- A. *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not.
- B. *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- C. *Parked.* A Vehicle or Vessel left unattended by its owner or user.
- D. *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.
- E. *Overnight.* Between the hours of 10:00 p.m. and 6:00 a.m. daily.

SECTION 3. DESIGNATED PARKING AREAS. Those areas within the District’s boundaries depicted in **Exhibit A**, which is incorporated herein by reference, are hereby established as “Tow-Away Zones” during Overnight hours for all Vehicles and Vessels, as set forth in Sections 4 and 5 herein (“**Tow Away Zone**”).

SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES. The areas set forth in **Exhibit A** attached hereto are declared a Tow Away Zone.

SECTION 5. EXCEPTIONS.

- A. VENDORS/CONTRACTORS.** The District Manager or his/her designee may authorize vendors/consultants in writing to park company vehicles in order to facilitate District business. All vehicles so authorized must be identified by an Overnight Parking Pass.

SECTION 6. TOWING/REMOVAL PROCEDURES.

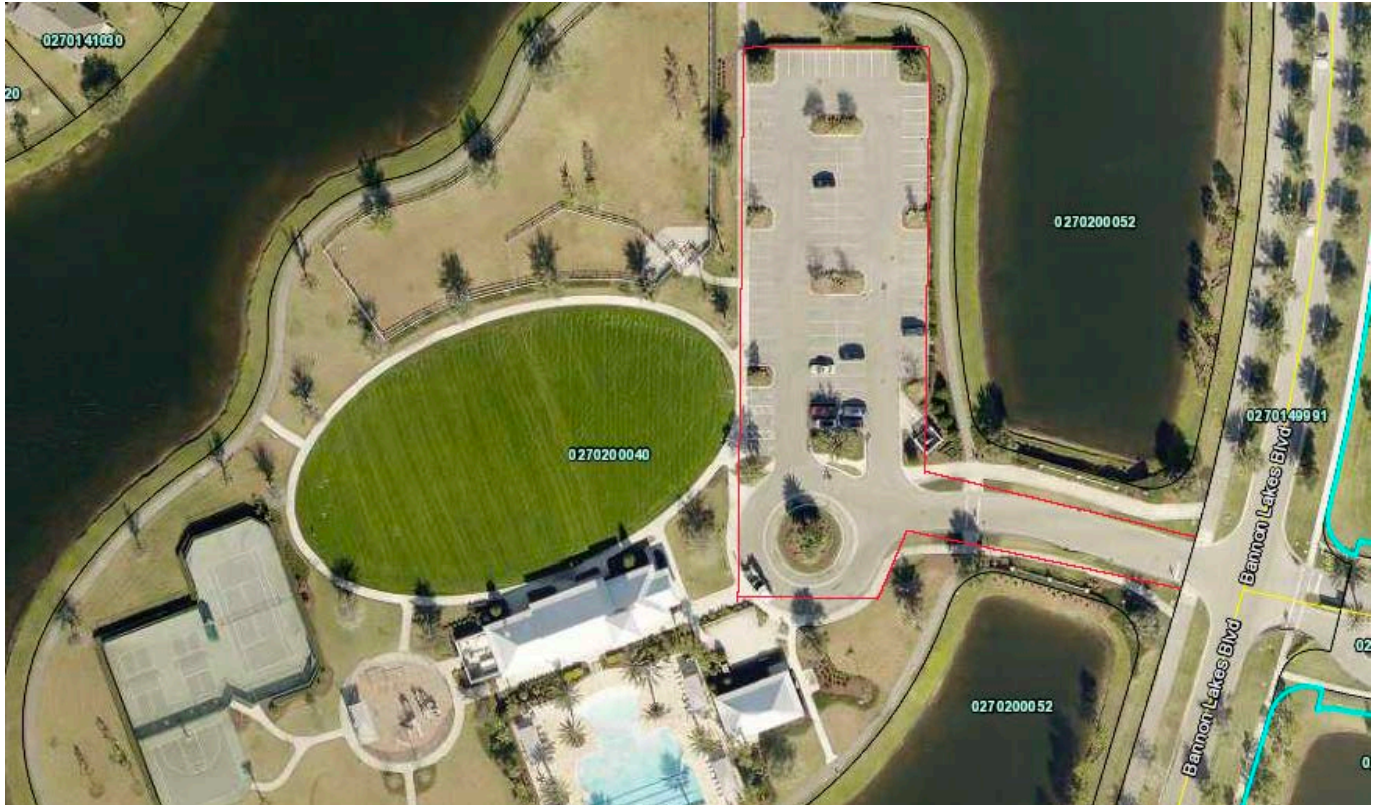
- A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District Manager and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, *Florida Statutes*.
- B. TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a Vehicle or Vessel, the District Manager or his/her designee must verify that the subject Vehicle or Vessel was not authorized to park under this rule and then must contact a firm authorized by Florida law to tow/remove Vehicles or Vessels for the removal of such unauthorized Vehicle or Vessel at the owner's expense. The Vehicle or Vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
- C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

SECTION 7. PARKING AT YOUR OWN RISK. Vehicles or Vessels may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

EXHIBIT A – *Tow Away Zone*

Effective date: _____

EXHIBIT A
TOW AWAY ZONE



ELEVENTH ORDER OF BUSINESS

**AGREEMENT BETWEEN THE BANNON LAKES COMMUNITY DEVELOPMENT
DISTRICT AND JANI-KING, INC. d/b/a JANI-KING OF JACKSONVILLE
REGARDING THE PROVISION OF JANITORIAL SERVICES**

This Agreement (“Agreement”) is effective as of June 1, 2022 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, St. Augustine, Florida 32092 (“District”); and

Jani-King, Inc. d/b/a Jani-King of Jacksonville, with an address of 5700 St. Augustine Road, Jacksonville, Florida 32207 (“Contractor,” and with the District, “Parties”).

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 certain public facilities including an amenity center and outdoor recreation facilities (“Facilities”); and

WHEREAS, the District has a need to retain an independent contractor to provide professional janitorial services within presently accepted standards for the Facilities (“Services”); and

WHEREAS, Contractor represents and warrants that it is qualified to provide janitorial services and desires to enter into an agreement with the District to provide such services in accordance with the terms and specifications in this Agreement and the terms and specifications in Contractor’s proposal, attached hereto as **Exhibit A** and incorporated herein by this reference.

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional janitorial 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 incorporated into **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 JANITORIAL SERVICES. The Contractor shall provide the Services for the Amenity and Outpost Facilities as described in **Exhibit A**. The Services shall be provided twice per week on Mondays and Thursdays between the hours of 10:00 PM and 7:00 A.M. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services. 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 **Seven Hundred Seventy One Dollars and Nineteen Cents (\$771.19)** per month. The term of this Agreement shall be from June 1, 2022 through May 31, 2023 and shall automatically renew for additional consecutive one-year terms, 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, Worker'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 of any nature, arising out of, or in connection with, the Services 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 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 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 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 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 ("Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. 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 Contractor may deliver Notice on behalf of the District and 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 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 Melissa Dobbins ("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, OR AT 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.


SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.


[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.


Attest:

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

D1BA5E5E7410418...
Secretary/Assistant Secretary

DocuSigned by:

EB1E4E8295654FA...
Chairperson/ Vice Chairperson, Board of
Supervisors

**JANI-KING, INC. D/B/A JANI-KING OF
JACKSONVILLE**

DocuSigned by:

B3B7AF20A028451...

(Signature of Witness)

By: Cristina Trelles

Its: Operations Manager

(Print Name of Witness)

Date: 5/16/2022

Exhibit A: Proposal

Exhibit A

PROPOSAL FOR AMENITY CENTER

Tailored and Prepared for:



Service is our Statement. Clean is our mission.

As the global leader in the commercial cleaning industry, our success has stemmed from our steadfast commitment to our customers. We're proud to deliver unrivaled cleaning services each and every day. Your satisfaction is extremely important to us. We pride ourselves in becoming the best cleaning business and for you that means perfect results every time.

Jani-King's quality control system mandates that all cleaning services are scrutinized through routine inspections, ensuring accountability at all times. Jani-King's commitment to being the best cleaning business makes us your premier choice for janitorial services.

Every hour of every day, we strive to:

- Provide our customers a level of service unequaled in the cleaning industry.
- Commit to every cleaning project with 100 percent dedication.
- Create a cooperative atmosphere that reflects the personality of a successful, vibrant and enthusiastic company.
- Provide every Jani-King Franchisee the opportunity to be successful.
- Develop an organization that will encourage all people to prosper and grow to their full potential.



Cleaning Schedule

AREAS / TASKS	DLY	WK	MO	QTR	YR
SOCIAL ROOM-ENTRYWAY-CLUB HOUSE					
Trash containers: empty containers and replace liners as needed (Liners to be furnished by Client)	X				
Horizontal furniture surfaces (reasonably clear of papers): dust	X				
Desktops: spot clean to remove bottle/cup rings	X				
Carpets: spot vacuum aisles (not responsible for removal of staples/paper clips)	X				
Small carpet stains (2" diameter max): spot clean	X				
Hard floors: dust mop or sweep	X				
Hard floors: spot mop to remove spills and stains	X				
Glass partitions and doors: spot clean to remove fingerprints/smudges	X				
Carpets: thoroughly vacuum (not responsible for removal of staples/paper clips)		X			
Hard floors: damp mop with neutral cleaner		X			
Wall-hung pictures: dust and straighten		X			
Baseboards and low vents: dust		X			
Wall surfaces around light switches: spot clean		X			
Ceiling vents and ledges that can be reached from the floor: dust			X		
Telephones: clean and sanitize			X		
Upholstered furniture: vacuum			X		
Blinds: dust	X				
RESTROOMS (CLUB HOUSE, POOL, AND GYM)					
Toilets and urinals: clean with a germicidal disinfectant	X				
Sinks: clean with a non-abrasive cleaner and disinfectant	X				
Doorknobs/push plates: clean with a germicidal disinfectant	X				
Bright metal parts of fixtures: polish	X				
Mirrors: clean and polish	X				
Trash containers: empty containers and replace liners (Liners to be furnished by Client)	X				
Hand towel and soap dispensers: clean and replenish	X				
Walls: spot clean to remove soap splashes, fingerprints/smudges	X				
Partition tops: dust	X				
Partition walls: spot clean with a detergent disinfectant solution	X				
Hard floors: sweep then mop with a detergent disinfectant solution	X				
Tile walls and partitions: clean and disinfect		X			
Ceiling vents and ledges that can be reached from the floor: dust		X			
Hard floors: scrub with a detergent disinfectant solution and rinse thoroughly			X		
Floor drains: add water and enzymes			X		
Re-stock any paper products as required. (Paper products to be furnished by Client)	X				

Customer Initials_____



Cleaning Schedule

AREAS / TASKS	DLY	WK	MO	QTR	YR
COMMON AREAS -HALLWAY					
Trash containers: empty containers and replace liners as needed (Liners to be furnished by Client)	X				
Carpets: spot vacuum aisles (not responsible for removal of staples/paper clips)	X				
Small carpet stains (2" diameter max): spot clean	X				
Clean and straighten cabana chairs.\ Clean off pool lounge chairs	X				
Hard floors: dust mopped or swept. Hard floors: spot mop spills and stains	X				
Glass partitions and doors: spot clean to remove fingerprints/smudges	X				
Entryway metal and glass: spot clean to remove fingerprints/smudges	X				
Entrance mats: vacuum (carpet) or sweep (rubber/vinyl)	X				
Wall surfaces around light switches: spot clean	X				
Water fountains: clean with a disinfectant solution, then polish	X				
Carpets: thoroughly vacuum (not responsible for removal of staples/paper clips)		X			
Hard floors: damp mop with neutral cleaner		X			
Wall-hung pictures: dust and straighten		X			
Baseboards and low vents: dust		X			
Glass partitions and doors: thoroughly clean on both sides		X			
Entryway metal and glass: thoroughly clean		X			
Ceiling vents and ledges that can be reached from the floor: dust			X		
Upholstered furniture: vacuum			X		
Ledges and handrails: dust/			X		
			X		
KITCHENS					
Trash containers: empty containers and replace liners (Liners to be furnished by Client). Police the area for trash.	X				
Trash containers and adjacent wall surfaces: wipe with all-purpose cleaner	X				
Countertops and cabinets: wipe with all-purpose cleaner	X				
Sinks: wash with non-abrasive cleaner and disinfect	X				
Bright metal parts of fixtures: polish.\Clean of any side tables	X				
Microwave ovens: clean inside and out	X				
Tables and chairs: wipe with all-purpose cleaner	X				
Hard floors: sweep and damp mop with neutral cleaner	X				
Exterior surface of refrigerator/appliances: wipe with all-purpose cleaner	X				
Wall surfaces around light switches: spot clean		X			

Customer Initials_____



Cleaning Schedule

AREAS / TASKS	DLY	WK	MO	QTR	YR
GYM					
Trash containers: empty containers and replace liners as needed (Liners to be furnished by Client)	X				
Carpets: spot vacuum aisles (not responsible for removal of staples/paper clips)	X				
Small carpet stains (2" diameter max): spot clean	X				
Hard floors: dust mop or sweep	X				
Hard floors: spot mop spills and stains	X				
Glass partitions and doors: spot clean to remove fingerprints/smudges	X				
Entryway metal and glass: spot clean to remove fingerprints/smudges	X				
Entrance mats: vacuum (carpet) or sweep (rubber/vinyl)	X				
Wall surfaces around light switches: spot clean	X				
Water fountains: clean with a disinfectant solution, then polish	X				
Carpets: thoroughly vacuum (not responsible for removal of staples/paper clips)		X			
Hard floors: damp mop with neutral cleaner		X			
Wall-hung pictures: dust and straighten		X			
Baseboards and low vents: dust		X			
Glass partitions and doors: thoroughly clean on both sides		X			
Entryway metal and glass: thoroughly clean		X			
Gym machinery / equipment / seating: wipe down and disinfect		X			
Ceiling vents and ledges that can be reached from the floor: dust			X		

Customer Initials_____

TWELFTH ORDER OF BUSINESS

A.

**BANNON LAKES
COMMUNITY DEVELOPMENT DISTRICT**

AMENITY FACILITY POLICIES

([May 4, 2022](#))

Deleted: February 3

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Governmental Management Services
475 West Town Place
Suite 114 World Golf Village
St. Augustine, Florida 32092

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INTRODUCTION

The Board of Supervisors (as an entity), the Facility Manager and its staff shall have full authority to enforce these policies. However, the Facility Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary, or in the best interest of the District and its Residents. Such a temporary waiver of any policy by the Facility Manager shall not constitute a continuous, ongoing waiver of said policy, and the Facility Manager reserves the right to enforce all of these policies at any time he or she sees fit.

DEFINITIONS

“Amenity Facility” – shall mean the properties and areas owned by the District, intended for recreational use and available for rent in certain circumstances, including, but not specifically be limited to, the pool, tennis, pickleball and basketball courts, fitness room, playground, multi-use field, dog park and event room, together with its appurtenant facilities and areas.

“Amenity Facility Policies” or **“Policies”** – shall mean these Amenity Facility Policies of Bannon Lakes Community Development District, as amended from time to time.

“Basketball Facilities” – shall mean the basketball court that is part of the District’s Amenity Facility.

“Board of Supervisors” or **“Board”** – shall mean the Bannon Lakes Community Development District’s Board of Supervisors.

“Community Club” – shall mean a group of two (2) or more self-organized Residents, Renters and/or Non-Resident Members with a common hobby or recreational, social, service and/or cultural interest that has applied for and received such designation from the District’s Board.

“District” – shall mean the Bannon Lakes Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Facility Manager” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenity Facility.

“Guest” – shall mean any individual who is invited to use the Amenity Facility by a Resident, Non-Resident Member, or Renter and possesses a valid guest pass issued by the Facility Manager.

“Homeowners Association” – shall mean any entity having jurisdiction over lands located within the District, either now or in the future, which exists to aid in the enforcement of deed restrictions and covenants.

“Non-Resident” – shall mean any person or persons who do not own or rent property within the District.

“Non-Resident Annual User Fee” – shall mean the fee established by the District for any person who is not a Resident or Renter and wishes to become a Non-Resident Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Non-Resident Member” – shall mean any individual not owning or renting property in the District who is paying the Non-Resident Annual User Fee to the District for use of the Amenity Facility.

“Patron” or “Patrons” – shall mean Residents, Guests, Non-Resident Members, and Renters who are eighteen (18) years of age and older.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement, or any person who rents certain portions or spaces of the Amenity Facility for specified events pursuant to the approval of the District staff.

“Resident” – shall mean any person, spouse or registered domestic partner of a person or family owning property within the Bannon Lakes Community Development District.

SECURITY ACCESS CARDS

1. Security access cards may be issued to all members of each Resident’s household and/or Non-Resident Members. There is a charge to replace lost or stolen cards and/or for additional cards above two (2) cards.
2. Patrons will be required to sign a waiver of liability before using the District amenities.
3. Patrons may be required to present ID cards or guest passes upon request by staff at the Amenity Facility.

NON-RESIDENT ANNUAL USER FEE

The Non-Resident Annual User Fee for any person not owning or renting real property within the District is \$3,500 and this fee shall include privileges for immediate family members. This payment must be paid in full at the time of completion of the Non-Resident application and the corresponding agreement. This fee will cover membership to the Amenity Facility for one (1) fiscal year, October 1st through September 30th of following year, prorated if applicable. Each subsequent annual membership fee shall be paid in full by October 1st. Such fee may be increased by action of the Board of Supervisors. This membership is not available for commercial purposes.

HOMEOWNERS ASSOCIATION USE OF FACILITIES

1. Each Homeowners Association may use the Amenity Facility without being required to pay an Annual User Fee and/or a room rental fee. The District may limit or terminate a Homeowners Association’s use of the Amenity Facility at any time.

2. Any Homeowners Association that uses the Amenity Facility shall be responsible for the cost of repairing any damage to the Amenity Facility occurring during Homeowners' Association events.

COMMUNITY CLUB USE OF FACILITIES

1. Each Community Club may use the Amenity Facility for a function without being required to pay an Annual User Fee and/or a room rental fee. However, the District may limit or terminate a Community Club's use of the Amenity Facility at any time, including but not limited to circumstances in which the Community Club proposes to host an event or function in which the primary attendance at such event or function is not Residents, Renters and/or Non-Resident Members (i.e. a wedding, birthday party, etc.).
2. Any Community Club that uses the Amenity Facility shall be responsible for the cost of repairing any damage to the Amenity Facility occurring during the Community Club's events.
3. The District may revoke an organization's status under these policies as a Community Club at any time.

GUEST POLICIES

1. All Guests, regardless of age, must register with the office of the Facility Manager prior to using the Amenity Facility. In the event the Guest is under eighteen (18) years of age, the Resident, Non-Resident Member or Renter inviting the Guest must be present upon registration, unless other arrangements have been made with the Facility Manager's office. All Guests under fifteen (15) years of age must also be accompanied at all times while using the Amenity Facility by a parent or adult Patron unless previously authorized by the Facility Manager. Guests over the age of eighteen (18) must register and may use the Amenity Facility unaccompanied by a Patron.
2. All Guests over the age of eighteen (18) must sign a waiver of liability upon registration at the Facility Manager's office. All Guests under the age of 18 must have a waiver of liability signed by their parent or legal guardian.
3. Residents, Non-Resident Members, and Renters who have registered a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of the privileges and/or membership of that Resident, Non-Resident Member or Renter.

RENTER'S PRIVILEGES

1. Residents who rent or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facility use.
2. In order for the Renter to be entitled to use the Amenity Facility, the Renter may be required to acquire a membership with respect to the residence which is being rented or leased as well as obtain an ID card. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facility as the Resident.
3. During the period when a Renter is designated as the beneficial user of the membership, the

- Resident shall not be entitled to use the Amenity Facility with respect to that membership.
4. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Residents are responsible for the deperment of their respective Renter.
 5. Renters shall be subject to rules and regulations as the Board may adopt from time to time.

GENERAL AMENITY FACILITY PROVISIONS

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies at a duly-noticed Board meeting. However, in order to change or modify rates or fees beyond any increases or modifications that may be specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
2. All Patrons may be required to present their ID cards in order to gain access to the Amenity Facility.
3. All hours of operation, including holiday schedules, of the Amenity Facility will be established by the District and Facility Manager.
4. Dogs and all other pets (with the exception of service animals) are not permitted in the Amenity Facility, except for the following locations:
 - a. Dog park
 - b. Multipurpose field
 - c. Walking path around the island where the Amenity Facility is located.

In the event a special event is held, as previously approved by the Facility Manager, and dogs are permitted at the Amenity Facility as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets and disposing of any waste in a designated pet waste receptacle or an outdoor dumpster as a courtesy to residents.

5. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, in any way which blocks the normal flow of traffic, or in any way that limits the ability of emergency service workers to respond to situations. The Facility Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.
6. Patrons and their guests may use the clubhouse during general hours of operation as long as it doesn't interfere with a scheduled event or activity. Those under sixteen (16) years old must be accompanied by an adult. Usage of the clubhouse in this manner does not include the kitchen, only the living area. Patrons who use the clubhouse in this manner shall be liable for any property damage and/or personal injury while doing so.
7. Fireworks of any kind are not permitted anywhere at or in the Amenity Facility or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks over a body of water.
8. Only District employees, contractors or employees of the Facility Manager are allowed in the service areas of the Amenity Facility.
9. All lost or stolen Security access cards should be reported immediately to the Facility Manager's office. A fee will be assessed for any replacement cards as set forth herein.
10. Smoking is not permitted at the Amenity Facility except within smoking areas designated by the Facility Manager, if any.
11. Disregard for rules or policies may result in expulsion from the Amenity Facility and/or loss of

Amenity Facility privileges in accordance with the procedures set forth herein. Pool rules that are posted in the appropriate area must be observed.

12. Patrons shall treat all staff members with courtesy and respect.
13. Off-road motorbikes/vehicles are prohibited on all property owned, maintained and operated by the District including, but not limited to, the Amenity Facility.
14. Skateboarding is not allowed on the Amenity Facility property at any time.
15. Performances at the Amenity Facility, including those by outside entertainers, must be approved in advance by the Facility Manager.
16. Commercial advertisements shall not be posted or circulated in the Amenity Facility. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facility property unless approved in writing by the Facility Manager.
17. The Amenity Facility shall not be used for commercial purposes without written permission from the Facility Manager and the District Manager. The term “commercial purposes” shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
18. Firearms or any other weapons are prohibited in the Amenity Facility during any governmental meetings or functions, including those of the District, and as otherwise prohibited in the Amenity Facility in accordance with Florida law.
19. The Facility Manager reserves the right to authorize all programs and activities, including the number of participants, usage of equipment and supplies, facility reservations, etc., at the Amenity Facility, except usage and rental fees that have been established by the Board. The Facility Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events. Should the District be entitled to any of these revenues based on its established rental or usage fees or any contractual obligation, the Facility Manager will be required to compensate the District accordingly.
20. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at the Amenity Facility.
21. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facility, and shall ensure that any minor for whom they are responsible also complies with the same.
22. There shall be no overnight parking in the Amenity Facility parking lot unless the owner of vehicle notifies the Facility Manager and obtains a 24 hour parking pass.
23. Public displays of affection, which in the discretion of the Facility Manager are inconsistent with the family-oriented nature of the Amenity Facility, are prohibited.
24. Golf carts must be parked in spaces designated for golf cart parking. Additionally, any golf carts operating on District property shall be operated in strict accordance with all applicable Federal, State and local laws governing such use.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Patron assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in the Amenity Facility.
2. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facility, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's family member(s).
3. Any Patron or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased, or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged, or sponsored by the District, either on or off the Amenity Facility's premises, shall do so at his or her own risk, and shall hold the Amenity Facility's owners, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or its respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage, or liability sustained or incurred by any family member of such Patron.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, the Amenity Facility. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it
- If the Service Animal is not housebroken
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is required because of a disability and what work or tasks the animal has been trained to perform.

GENERAL BANNON LAKES CDD AMENITY FACILITY USAGE POLICY

All Patrons using the Amenity Facility are expected to conduct themselves in a responsible, courteous, and safe manner, in compliance with all District policies and rules governing the Amenity Facility. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest in accordance with District Policies set forth herein.

1. *Hours:* The Amenity Facility is available for use by Patrons during normal operating hours to be established and posted by the District and Facility Manager.
2. *Emergencies:* After contacting 911 Emergency Services if required, all emergencies and injuries must be reported to the Facility Manager at (904) 907-1100 and to the office of the District Manager at (904) 627-9271.
3. *District Equipment:* Any Patron utilizing District equipment is responsible for said equipment. If, as a result of the use of the equipment it is damaged, missing pieces or is in worse condition than when it was when usage began, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

Please note that the facilities at the Amenity Facility are often unsupervised facilities. Persons using the Amenity Facility do so at their own risk. Facility Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons. Persons interested in using the Amenity Facility are encouraged to consult with a physician prior to commencing a physical fitness program.

SWIMMING POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

1. At any given time, a Resident, Renter or Non- Resident Member may allow up to five (5) Guests to the swimming pool (unless a greater number of guests has been approved by the Facility Manager).
2. Guests under fifteen (15) years of age must be accompanied at all times by a parent or adult Patron eighteen (18) years of age or older, during usage of the pool facility.
3. No pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
4. Diving is prohibited.
5. Lap lanes are to be used only by persons swimming laps or water walking or jogging. Hanging on the lane lines and interfering with the lap-swimming lane is prohibited.
6. Radios, tape players, CD players, MP3 players, televisions or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones or for scheduled activities such as water aerobics classes.
7. Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of Facility Manager. Lifeguards are NOT on duty on a regular basis, if at all. Patrons swim at their own risk and must adhere to swimming pool rules at all times.

8. Showers are required before entering the pool.
9. Glass containers are prohibited.
10. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
11. Play equipment, such as floats, rafts, snorkels, dive sticks, flotation devices and other recreational items such as balls and pool toys must meet with staff approval. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern or annoyance to other users of the facility.
12. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
13. Pets (except service dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside any Amenity Facility gates at any time.
14. The Facility Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
15. Any person swimming during non-posted swimming hours may be suspended or terminated from using the facility.
16. Proper swim attire (no cutoffs) must be worn in the pool.
17. No chewing gum is permitted in the pool or on the pool deck area.
18. For the comfort of others, the changing of diapers or clothes is not allowed poolside.
19. No one shall pollute the pool. Anyone who pollutes the pool will be liable for any costs incurred in treating and reopening the pool.
20. Radio controlled water craft are not allowed in the pool or the pool area.
21. Pool entrances must be kept clear at all times.
22. No swinging on ladders, fences, or railings is allowed.
23. Pool furniture is not to be removed from the pool area.
24. Loud, profane, or abusive language is prohibited.
25. No physical or verbal abuse will be tolerated.
26. The District is not responsible for lost or stolen items.
27. Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
28. The spa and deck area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board and/or Facility Manager.

SWIMMING POOL THUNDERSTORM POLICY

The Facility Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at his or her discretion.

FITNESS CENTER POLICIES

All Patrons and guests using the Fitness Center are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all policies and rules of the Bannock Lakes Community Development District governing the Amenity Facility. Disregard or violation of the District's Policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges.

Please note that the Fitness Center is an unattended facility and persons using this facility do so at their own risk. Amenity Facility Staff are not present to provide personal training or exercise consultation to Patrons or guests. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

1. *Eligible Users:* Patrons eighteen (18) years of age and older are permitted to use the fitness center during designated operating hours. All Guests between the ages of fifteen (15) and seventeen (17) may use the fitness center from sunrise to sunset if they have a waiver of liability, signed by their parent or legal guardian, registered at the Facility Manager's office. All Guests between the ages of twelve (12) and fourteen (14) must be accompanied by an adult. No one under the age of twelve (12) is allowed in the fitness center.
2. *Food and Beverage:* Food, including chewing gum, is not permitted within the fitness center. Beverages, however, are permitted in the fitness center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
3. *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff at (904) 907-1100 as well as the District Manager at (904) 627-9271.
4. *Proper Attire:* Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate attire includes t-shirts (tank tops), shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
5. *Hours:* The Fitness Center is available for use by Patrons and guests during the hours of 4:00 a.m. to 10:00 p.m.
6. *General Policies*
 - Each individual is responsible for wiping off fitness equipment after use using antiseptic wipes provided by the District.
 - Use of personal trainers is permitted in the District fitness centers. Personal trainers must be preapproved by the Facility Manager prior to personal training session.
 - Hand chalk is not permitted to be used in the fitness center.
 - Radios, tape players, MP3 players, CD players or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones.
 - No bags, gear, or jackets are permitted on the floor of the fitness center or on the fitness equipment.
 - Fitness equipment may not be removed from the fitness center.
 - Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other people are waiting.
 - Please be respectful of others. Allow other Patrons to also use equipment, especially the cardiovascular equipment.
 - Please replace weights to their proper location after use.

Deleted: during daylight hours

Deleted: fifteen (15)

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- Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights and must be kept in designated area.
- Any fitness program operated, established and run by the Facility Manager may have priority over other users of the District fitness centers.
- Strollers and infant carry seats are not allowed in the Fitness Center.
- Pets (with the exception of “Service Animals”) are prohibited from the Fitness Center.

GENERAL FACILITY RENTAL POLICY

Patrons may reserve for rental certain portions of the Amenity Facility for private events. Only one (1) meeting room is available for rental during regular hours of operation and reservations may not be made more than four (4) months prior to the event. In addition, each household may rent a portion of the Amenity Facility no more than six (6) times per calendar year. Persons interested in doing so should contact the Amenity Manager regarding the anticipated date and time of the event to determine availability.

Please note that the Amenity Facility is unavailable for private events on the following holidays/weekends:

New Year’s Day	Thanksgiving
Easter Sunday	Christmas Eve
Memorial Day Weekend	Christmas Day
Fourth of July	New Year’s Eve
Labor Day Weekend	

1. *Rentals:* Certain portions of the Amenity Facility may be rented by the following individuals/groups.
 - Residents (includes both events held by the Resident and events sponsored by the Resident)
 - Renters
 - Non-Resident Members
 - Homeowners Associations
 - Community Clubs
2. *Available Facilities:* The following portions of the Amenity Facility are available for rental for functions for up to six (6) hour increments (including set-up and post-event cleanup). The rental time period is inclusive of set-up and clean-up time. For Community Use, rental fees may be waived; however, a refundable damage deposit of 200 dollars (\$200.00) shall be required. For private events, the following rental fees shall apply:

<u>Facility</u>	<u>Capacity</u>	<u>Rental Rate</u>	<u>Deposit</u>
Club House	54	\$0	\$200

The Pool Areas of the Amenity Facility are not available for private rental and shall remain open to other Patrons and their guests during normal operating hours. The Patron renting any portion of the Amenity Facility shall be responsible for any and all damage and expenses arising from the event.

3. *Reservations:* Staff will take reservations in advance for the Amenity Facility. Reservations are on a “first come, first served” basis and can be made only in person by filling out a Facility Use Application. Reservations must be made at least (thirty) 30 days in advance to the Amenity Manager Staff. Patrons interested in reserving a room must submit to the Amenity Manager Staff a completed Facility Use Application. Reservations will be held for fifteen (15) minutes past the scheduled start time before re-assigning the reservation time slot. There are no personal “standing” reservations allowed for the facilities listed in the reservation policy. If the renter wishes to cancel a reservation, the cancellation must be communicated to the Facility Manager no later than thirty (30) days prior to the scheduled event to have the full rental fee and the full deposit returned. If the event is cancelled less than thirty (30) days prior to the event, only the full security deposit, but none of the rental fee, will be returned.
4. *Deposit and Payment:* At the time of submission, the Patron shall provide the rental fee referenced above and a deposit. Rental fees may be paid by check or money order, payable to **Bannon Lakes Community Development District**. The Amenity Manager Staff will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District’s Board of Supervisors for consideration. At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the room rental, both made out to District must be delivered to the Facility Manager along with completed paperwork and insurances, if necessary. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.
5. *Deposit:* Payment of the deposit and rental fee will secure the rental time, location, and date. To receive the full refund of the deposit within ten (10) days after the party, the renter must:
- Ensure that all garbage is removed and placed in the dumpster.
 - Remove all displays, favors or remnants of the event.
 - Restore the furniture and other items to their original position.
 - Wipe off counters, table tops and sink area.
 - Replace garbage liner.
 - Clean out and wipe down the refrigerator, and all cabinets and appliances used.
 - Clean any windows and doors in the rented area.
 - Ensure that no damage has occurred to the Amenity Facility.
 - Patron and Patron’s guests are required to adhere to all Amenity Facility rules and policies. Failure to comply with such rules and policies may result in the forfeiture of Patron’s deposit.
 - Pets (with the exception of “Service Animals”) are prohibited from any and all rented facilities.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

6. *Staffing:* During the Amenity Facility’s operating hours in which Amenity Facility Staff is present, private events with twenty-five (25) persons or less are not required to pay for additional staff unless otherwise required by the District. For events in excess of twenty-five (25) people during operating hours, or for events after operating hours, additional staff may be required. The Facility Manager shall decide, on a case-by-case basis, if additional staff is required and if there will be any associated costs.
7. *Alcohol Policies:* Patrons intending to serve alcohol at a rented facility must so indicate on the

Facility Use Application. Any Patron who does not so indicate at the time the application is submitted shall not be permitted to serve alcohol. Event Liability insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. The District, the Board, and District staff and consultants are to be named on these policies as additional insureds. Patrons serving alcohol agree to indemnify and hold harmless the District, Amenity Services Group and their Supervisors, officers, directors, consultants and staff 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 service of alcohol. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, *Florida Statutes*. Patrons must hire a certified bartender to dispense alcohol.

8. **Additional Policies:** The following additional policies apply to any rental of an amenity facility or space:
- a. The capacity limit of any portion of the Amenity Facility or space shall not be exceeded at any time for a party or event.
 - b. The volume of live or recorded music must not violate applicable St. Johns County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
 - c. The Amenities may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after hours and until 10:00pm. All parties and events, including clean-up, at the clubhouse must conclude by midnight.
 - d. No decorations may be affixed to the walls, doors or any fixtures.
 - e. Event Liability coverage may be required, even in the absence of alcohol service, on a case by case basis in the sole discretion of the Board of Supervisors.
 - f. Patron and Patron's Guests are required to adhere to all Amenity Facility rules, policies, and directions from Amenity Facility staff.
 - g. No glass, breakable items or alcohol are permitted in the Pool Area.
 - h. The use of a bounce house during an approved rental period must be specifically approved at the time of reservation and the bounce house may be placed only on the green space by the playground.

Deleted: only

TENNIS AND PICKLEBALL FACILITY POLICIES

Please note the Tennis and Pickleball Facility is an unsupervised facility and persons using the facility do so at their own risk. Persons interested in using the Tennis and Pickleball Facility are encouraged to consult with a physician prior to using the facility

As a courtesy to other Patrons, we ask that all players please recognize and abide by these rules and guidelines. Remember, not only are tennis and pickleball lifetime sports, they are also games of sportsmanship, proper etiquette, and fair play.

1. **Eligible Users.** Patrons and guests twelve (12) years of age and older are permitted to use the Tennis and Pickleball Facility during designated operating hours. Children who are under twelve (12) years of age may use the Tennis and Pickleball Facility only when accompanied by an adult aged eighteen (18) or older. The limit is three (3) Guests to a single court.
2. **Hours.** The Tennis and Pickleball Facility are available for use during daylight hours. The facilities may not be used after dark.

3. *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff at (904) 907-1100 as well as the District Manager at (904) 627-9271.
4. *Proper Attire:* Proper tennis shoes and attire, as determined by the Facility Manager, are required at all times while on the courts. Shirts must be worn at all times.
5. *Availability:* The tennis and pickleball courts are available on a “first come, first served” basis. Each Patron and the Patron’s guests are limited to the use of one (1) tennis or pickleball court for one hour when others are waiting. If you find it necessary to “bump” other players when it is your turn to play:
 - Never attempt to enter someone else’s court before your turn.
 - Never enter the court or distract players while others are in the middle of a point or game.
 - Wait outside the entrance gate and politely inform the players that it is your turn.
 - Allow players to finish out one more point, and then begin the player changeover for the court.
 - If you are bumped from a court and wish to continue play, please notify staff and they will do their best to get you on the next available court.
6. *General Policies:*
 - Proper tennis and pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
 - Persons using the Tennis and Pickleball Facility must supply their own equipment (rackets, balls, etc.).
 - The Tennis and Pickleball Facility is for the play of tennis and pickleball only. Pets (with the exception of “Service Animals”), roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis and pickleball facility.
 - Beverages are permitted at the Tennis and Pickleball Facility if contained in non- breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the tennis or pickleball courts.
 - No chairs other than those provided by the District are permitted on the tennis or pickleball courts.
 - No jumping over nets.
 - Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
 - Court hazards or damages, such as popped line nails, need to be reported to the Facility Manager for repair.
 - The tennis and pickleball courts may be reserved by the District for District- sponsored events or functions.

TENNIS AND PICKLEBALL COURTS: THUNDERSTORM POLICY

The Facility Manager, when present, will control whether tennis or pickleball is permitted in inclement weather, and the tennis and pickleball courts may be closed or opened at their discretion. Otherwise, play is at your own risk.

BASKETBALL FACILITY POLICIES

All Patrons and guests using the Basketball Facilities are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all policies and rules of the Bannock Lakes Community Development District governing the Amenity Facility. Disregard or violation of the District's policies and rules and misuse or destruction of equipment of the Basketball Facilities may result in the suspension or termination of privileges of the Basketball Facilities. Guests may use the Basketball Facilities if accompanied by an adult Patron.

Please note the Basketball Facilities are unsupervised facilities and persons using the facilities do so at their own risk. Persons interested in using the facilities are encouraged to consult with a physician prior to using the facilities.

1. *Eligible Users.* Patrons and guests twelve (12) years of age and older are permitted to use the Basketball Facilities during designated operating hours. Children who are under twelve (12) years of age may use the facilities only when accompanied by an adult aged eighteen (18) or older.
2. *Hours.* The Basketball Facilities are available for use during daylight hours. The facilities may not be used after dark.
3. *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff (904) 907-1100 as well as the District Manager at (904) 627-9271.
4. *Proper Attire:* Proper athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black-soled or open-toe shoes are permitted.
5. *Availability:* The basketball court is available on a "first come, first served" basis.
6. *General Policies:*
 - The use of profanity or disruptive behavior is prohibited.
 - Persons using the Basketball Facilities must supply their own basketballs. Basketballs, if available, may be obtained from the office.
 - The Basketball Facilities is for the play of basketball only. Pets (with the exception of "Service Animals"), roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.
 - Beverages are permitted at the Facilities if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the basketball court.
 - No chairs other than those provided by the District are permitted on the court.
 - The court must be left clean after use.
 - The basketball court may be reserved by the District for District-sponsored events or functions.

MULTI-PURPOSE FIELD POLICIES

Please note the Multi-Purpose Field is unattended facility and persons using the facility do so at their own risk.

1. *First Come Basis.* The field is available for use by Patrons only on a "first come, first served" basis.

2. *Vehicles.* No bicycles, scooters, skate boards, hover boards or other equipment or vehicles with wheels are permitted.
3. *Chalking.* Chalking or marking the field must be approved in advance, if at all, and proper marking materials must be used.
4. *Glass Containers.* No glass containers or breakable objects of any kind are permitted on the field.
5. *Pets.* Pets must be kept on leash, and Patrons must pick up and dispose of pet waste in appropriate receptacles.
6. *Equipment.* Patrons are responsible for bringing their own equipment.
7. *Golfing.* Golfing is not permitted on the field.
8. *Sports Instruction.* Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

PLAYGROUND POLICIES

Please note the Playground is an unattended facility and persons using the facility do so at their own risk.

1. Adult supervision (eighteen years and older) is required for children under the age of twelve (12). All children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
2. The playground is available for use during daylight hours. The facilities may not be used after dark.
3. Proper footwear is required. Loose clothing, especially with strings, is prohibited.
4. Since mulch material is necessary for reducing fall impact and for good drainage, mulch must not be picked up, thrown, or kicked for any reason.
5. No food, drinks or gum are permitted at the playground.
6. No pets of any kind are permitted at the playground.
7. No glass containers are permitted at the playground.
8. No jumping off from any climbing bar or platform.
9. Profanity, rough-housing, and disruptive behavior are prohibited.
10. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.
11. Use of the Playground may be limited from time to time due to a District-sponsored event.
12. For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff (904) 907-1100 as well as the District Manager at (904) 627-9271.

FISHING POLICY

Patrons may fish from any District owned lake/retention pond within the Bannon Lakes Community Development District. Please check with the Facility Manager for rules and regulations pertaining to fishing and for proper access points to these bodies of water. The District has a “catch and release” policy for all fish caught in these waters. **No watercrafts of any kind are allowed in these bodies of water except for small remote controlled boats intended for recreational purposes. Swimming is also prohibited in any of the waters.**

DOG PARK POLICY

USE OF THE DOG PARK IS AT YOUR OWN RISK

Your voluntarily use of the Dog Park evidences your waiver of any claims against the Bannon Lakes Community Development District resulting from activities occurring at the Dog Park. The Bannon Lakes Community Development District is not responsible for any injury or harm caused by use of the Dog Park.

1. The Dog Park is restricted to use only by Patrons and their guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.
2. Dogs must be on leashes at all times, except within the Dog Park area.
3. Dogs must be accompanied by a handler who is eighteen (18) years old or older.
4. Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
5. Dog handler must have the leash with them at all times.
6. Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
7. Dogs must be vaccinated and wear a visible rabies and license tag at all times.
8. Limit three dogs per Adult dog handler.
9. Puppies under four months of age should not enter the Dog Park.
10. Children under the age of twelve (12) are not permitted within the Dog Park area.
11. Dog handlers are responsible for the behavior of their animals.
12. Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.
13. Female dogs in heat are not permitted in the Dog Park.
14. Human or dog food inside the Dog Park is prohibited.
15. Any dog toys inside the Dog Park are prohibited.
16. Dog handlers must clean up any dog droppings made by their pets.
17. Dog handlers must fill in any holes made by their pets.
18. Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
19. Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
20. The Dog Park is designated a "No Smoking" area.
21. The Dog Park area is equipped with closed-circuit surveillance cameras.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. **Introduction.** This rule addresses the suspension and termination of privileges to use the Bannon Lakes Community Development District's ("District") recreational facilities ("Amenities").
2. **Violations.** The privileges of a patron of the Amenities, including resident owners, designated tenants, non-residents who pay the applicable non-resident usage fee, and members of the households of any of the foregoing (collectively, "Patron"), to use the Amenities may be suspended or terminated if the Patron engages in any of the following behavior:
 - a. Submits false information on any application for use of the Amenities.

- b. Permits the unauthorized use of an amenity pass.
 - c. Exhibits unsatisfactory behavior or appearance.
 - d. Fails to pay fees owed to the District in a proper and timely manner.
 - e. Fails to abide by any policies or rules established for the use of the Amenities.
 - f. Treats the District's supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner.
 - g. Damages or destroys District property.
 - h. Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.
- 3. Reporting of Violations.** For all offenses outlined in Section 2 above, the District Manager, or District's facility manager, shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or facility manager, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by the District Manager or facility manager, as the case may be.
- 4. Suspension by the District Manager or District's Facility Manager / Appeal of Suspension.** The District Manager, or the District's facility manager, may at any time suspend a Patron's privileges to use the Amenities for committing any of the violations outlined in Section 2. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Manager, or facility manager, shall take into account the nature of the conduct and any prior violations. A Patron subject to a suspension under this Section 4 may appeal the suspension to the District's Board of Supervisors ("Board") by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to address the appeal and any violations outlined in Section 2. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.
- 5. Suspension or Termination by the Board.** The District Manager, or the District's facility manager, may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron's privileges for committing any of the violations outlined in Section 2. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District shall send written notice of the meeting by United States mail to the Patron's last known address.

Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 2, including suspension or permanent termination of a Patron's privileges to use the Facilities. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

- 6. Trespass.** If a Patron subject to a suspension or termination is found on the Amenity premises, such Patron will be subject to arrest for trespassing.

B.

BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT

AMENITY FACILITY POLICIES

(May 4, 2022)

Governmental Management Services
475 West Town Place
Suite 114 World Golf Village
St. Augustine, Florida 32092

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INTRODUCTION

The Board of Supervisors (as an entity), the Facility Manager and its staff shall have full authority to enforce these policies. However, the Facility Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary, or in the best interest of the District and its Residents. Such a temporary waiver of any policy by the Facility Manager shall not constitute a continuous, ongoing waiver of said policy, and the Facility Manager reserves the right to enforce all of these policies at any time he or she sees fit.

DEFINITIONS

“Amenity Facility” – shall mean the properties and areas owned by the District, intended for recreational use and available for rent in certain circumstances, including, but not specifically be limited to, the pool, tennis, pickleball and basketball courts, fitness room, playground, multi-use field, dog park and event room, together with its appurtenant facilities and areas.

“Amenity Facility Policies” or **“Policies”** – shall mean these Amenity Facility Policies of Bannon Lakes Community Development District, as amended from time to time.

“Basketball Facilities” – shall mean the basketball court that is part of the District’s Amenity Facility.

“Board of Supervisors” or **“Board”** – shall mean the Bannon Lakes Community Development District’s Board of Supervisors.

“Community Club” – shall mean a group of two (2) or more self-organized Residents, Renters and/or Non-Resident Members with a common hobby or recreational, social, service and/or cultural interest that has applied for and received such designation from the District’s Board.

“District” – shall mean the Bannon Lakes Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Facility Manager” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenity Facility.

“Guest” – shall mean any individual who is invited to use the Amenity Facility by a Resident, Non-Resident Member, or Renter and possesses a valid guest pass issued by the Facility Manager.

“Homeowners Association” – shall mean any entity having jurisdiction over lands located within the District, either now or in the future, which exists to aid in the enforcement of deed

restrictions and covenants.

“Non-Resident” – shall mean any person or persons who do not own or rent property within the District.

“Non-Resident Annual User Fee” – shall mean the fee established by the District for any person who is not a Resident or Renter and wishes to become a Non-Resident Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Non-Resident Member” – shall mean any individual not owning or renting property in the District who is paying the Non-Resident Annual User Fee to the District for use of the Amenity Facility.

“Patron” or “Patrons” – shall mean Residents, Guests, Non-Resident Members, and Renters who are eighteen (18) years of age and older.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement, or any person who rents certain portions or spaces of the Amenity Facility for specified events pursuant to the approval of the District staff.

“Resident” – shall mean any person, spouse or registered domestic partner of a person or family owning property within the Bannon Lakes Community Development District.

SECURITY ACCESS CARDS

1. Security access cards may be issued to all members of each Resident’s household and/or Non-Resident Members. There is a charge to replace lost or stolen cards and/or for additional cards above two (2) cards.
2. Patrons will be required to sign a waiver of liability before using the District amenities.
3. Patrons may be required to present ID cards or guest passes upon request by staff at the Amenity Facility.

NON-RESIDENT ANNUAL USER FEE

The Non-Resident Annual User Fee for any person not owning or renting real property within the District is \$3,500 and this fee shall include privileges for immediate family members. This payment must be paid in full at the time of completion of the Non-Resident application and the corresponding agreement. This fee will cover membership to the Amenity Facility for one (1) fiscal year, October 1st through September 30th of following year, prorated if applicable. Each subsequent annual membership fee shall be paid in full by October 1st. Such fee may be increased by action of the Board of Supervisors. This membership is not available for commercial purposes.

HOMEOWNERS ASSOCIATION USE OF FACILITIES

1. Each Homeowners Association may use the Amenity Facility without being required to pay an Annual User Fee and/or a room rental fee. The District may limit or terminate a Homeowners Association's use of the Amenity Facility at any time.
2. Any Homeowners Association that uses the Amenity Facility shall be responsible for the cost of repairing any damage to the Amenity Facility occurring during Homeowners' Association events.

COMMUNITY CLUB USE OF FACILITIES

1. Each Community Club may use the Amenity Facility for a function without being required to pay an Annual User Fee and/or a room rental fee. However, the District may limit or terminate a Community Club's use of the Amenity Facility at any time, including but not limited to circumstances in which the Community Club proposes to host an event or function in which the primary attendance at such event or function is not Residents, Renters and/or Non-Resident Members (i.e. a wedding, birthday party, etc.).
2. Any Community Club that uses the Amenity Facility shall be responsible for the cost of repairing any damage to the Amenity Facility occurring during the Community Club's events.
3. The District may revoke an organization's status under these policies as a Community Club at any time.

GUEST POLICIES

1. All Guests, regardless of age, must register with the office of the Facility Manager prior to using the Amenity Facility. In the event the Guest is under eighteen (18) years of age, the Resident, Non-Resident Member or Renter inviting the Guest must be present upon registration, unless other arrangements have been made with the Facility Manager's office. All Guests under fifteen (15) years of age must also be accompanied at all times while using the Amenity Facility by a parent or adult Patron unless previously authorized by the Facility Manager. Guests over the age of eighteen (18) must register and may use the Amenity Facility unaccompanied by a Patron.
2. All Guests over the age of eighteen (18) must sign a waiver of liability upon registration at the Facility Manager's office. All Guests under the age of 18 must have a waiver of liability signed by their parent or legal guardian.
3. Residents, Non-Resident Members, and Renters who have registered a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of the privileges and/or membership of that Resident, Non-Resident Member or Renter.

RENTER'S PRIVILEGES

1. Residents who rent or lease out their residential unit(s) in the District shall have the right to

designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facility use.

2. In order for the Renter to be entitled to use the Amenity Facility, the Renter may be required to acquire a membership with respect to the residence which is being rented or leased as well as obtain an ID card. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facility as the Resident.
3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facility with respect to that membership.
4. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Residents are responsible for the deportment of their respective Renter.
5. Renters shall be subject to rules and regulations as the Board may adopt from time to time.

GENERAL AMENITY FACILITY PROVISIONS

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies at a duly-noticed Board meeting. However, in order to change or modify rates or fees beyond any increases or modifications that may be specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
2. All Patrons may be required to present their ID cards in order to gain access to the Amenity Facility.
3. All hours of operation, including holiday schedules, of the Amenity Facility will be established by the District and Facility Manager.
4. Dogs and all other pets (with the exception of service animals) are not permitted in the Amenity Facility, except for the following locations:
 - a. Dog park
 - b. Multipurpose field
 - c. Walking path around the island where the Amenity Facility is located.

In the event a special event is held, as previously approved by the Facility Manager, and dogs are permitted at the Amenity Facility as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets and disposing of any waste in a designated pet waste receptacle or an outdoor dumpster as a courtesy to residents.

5. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, in any way which blocks the normal flow of traffic, or in any way that limits the ability of emergency service workers to respond to situations. The Facility Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.
6. Patrons and their guests may use the clubhouse during general hours of operation as long as it doesn't interfere with a scheduled event or activity. Those under sixteen (16) years old must be accompanied by an adult. Usage of the clubhouse in this manner does not include the kitchen, only the living area. Patrons who use the clubhouse in this manner shall be liable for any property damage and/or personal injury while doing so.
7. Fireworks of any kind are not permitted anywhere at or in the Amenity Facility or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks

over a body of water.

8. Only District employees, contractors or employees of the Facility Manager are allowed in the service areas of the Amenity Facility.
9. All lost or stolen Security access cards should be reported immediately to the Facility Manager's office. A fee will be assessed for any replacement cards as set forth herein.
10. Smoking is not permitted at the Amenity Facility except within smoking areas designated by the Facility Manager, if any.
11. Disregard for rules or policies may result in expulsion from the Amenity Facility and/or loss of Amenity Facility privileges in accordance with the procedures set forth herein. Pool rules that are posted in the appropriate area must be observed.
12. Patrons shall treat all staff members with courtesy and respect.
13. Off-road motorbikes/vehicles are prohibited on all property owned, maintained and operated by the District including, but not limited to, the Amenity Facility.
14. Skateboarding is not allowed on the Amenity Facility property at any time.
15. Performances at the Amenity Facility, including those by outside entertainers, must be approved in advance by the Facility Manager.
16. Commercial advertisements shall not be posted or circulated in the Amenity Facility. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facility property unless approved in writing by the Facility Manager.
17. The Amenity Facility shall not be used for commercial purposes without written permission from the Facility Manager and the District Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
18. Firearms or any other weapons are prohibited in the Amenity Facility during any governmental meetings or functions, including those of the District, and as otherwise prohibited in the Amenity Facility in accordance with Florida law.
19. The Facility Manager reserves the right to authorize all programs and activities, including the number of participants, usage of equipment and supplies, facility reservations, etc., at the Amenity Facility, except usage and rental fees that have been established by the Board. The Facility Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events. Should the District be entitled to any of these revenues based on its established rental or usage fees or any contractual obligation, the Facility Manager will be required to compensate the District accordingly.
20. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at the Amenity Facility.
21. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facility, and shall ensure that any minor for whom they are responsible also complies with the same.
22. There shall be no overnight parking in the Amenity Facility parking lot unless the owner of vehicle notifies the Facility Manager and obtains a 24 hour parking pass.
23. Public displays of affection, which in the discretion of the Facility Manager are inconsistent with the family-oriented nature of the Amenity Facility, are prohibited.

24. Golf carts must be parked in spaces designated for golf cart parking. Additionally, any golf carts operating on District property shall be operated in strict accordance with all applicable Federal, State and local laws governing such use.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Patron assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in the Amenity Facility.
2. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facility, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's family member(s).
3. Any Patron or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased, or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged, or sponsored by the District, either on or off the Amenity Facility's premises, shall do so at his or her own risk, and shall hold the Amenity Facility's owners, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or its respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage, or liability sustained or incurred by any family member of such Patron.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, the Amenity Facility. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it
- If the Service Animal is not housebroken

- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is required because of a disability and what work or tasks the animal has been trained to perform.

GENERAL BANNON LAKES CDD AMENITY FACILITY USAGE POLICY

All Patrons using the Amenity Facility are expected to conduct themselves in a responsible, courteous, and safe manner, in compliance with all District policies and rules governing the Amenity Facility. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest in accordance with District Policies set forth herein.

1. *Hours:* The Amenity Facility is available for use by Patrons during normal operating hours to be established and posted by the District and Facility Manager.
2. *Emergencies:* After contacting 911 Emergency Services if required, all emergencies and injuries must be reported to the Facility Manager at (904) 907-1100 and to the office of the District Manager at (904) 627-9271.
3. *District Equipment:* Any Patron utilizing District equipment is responsible for said equipment. If, as a result of the use of the equipment it is damaged, missing pieces or is in worse condition than when it was when usage began, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

Please note that the facilities at the Amenity Facility are often unsupervised facilities. Persons using the Amenity Facility do so at their own risk. Facility Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons. Persons interested in using the Amenity Facility are encouraged to consult with a physician prior to commencing a physical fitness program.

SWIMMING POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

1. At any given time, a Resident, Renter or Non- Resident Member may allow up to five (5) Guests to the swimming pool (unless a greater number of guests has been approved by the Facility Manager).
2. Guests under fifteen (15) years of age must be accompanied at all times by a parent or adult Patron eighteen (18) years of age or older, during usage of the pool facility.
3. No pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
4. Diving is prohibited.
5. Lap lanes are to be used only by persons swimming laps or water walking or jogging. Hanging

- on the lane lines and interfering with the lap-swimming lane is prohibited.
6. Radios, tape players, CD players, MP3 players, televisions or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones or for scheduled activities such as water aerobics classes.
 7. Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of Facility Manager. Lifeguards are NOT on duty on a regular basis, if at all. Patrons swim at their own risk and must adhere to swimming pool rules at all times.
 8. Showers are required before entering the pool.
 9. Glass containers are prohibited.
 10. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
 11. Play equipment, such as floats, rafts, snorkels, dive sticks, flotation devices and other recreational items such as balls and pool toys must meet with staff approval. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern or annoyance to other users of the facility.
 12. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
 13. Pets (except service dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside any Amenity Facility gates at any time.
 14. The Facility Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
 15. Any person swimming during non-posted swimming hours may be suspended or terminated from using the facility.
 16. Proper swim attire (no cutoffs) must be worn in the pool.
 17. No chewing gum is permitted in the pool or on the pool deck area.
 18. For the comfort of others, the changing of diapers or clothes is not allowed poolside.
 19. No one shall pollute the pool. Anyone who pollutes the pool will be liable for any costs incurred in treating and reopening the pool.
 20. Radio controlled water craft are not allowed in the pool or the pool area.
 21. Pool entrances must be kept clear at all times.
 22. No swinging on ladders, fences, or railings is allowed.
 23. Pool furniture is not to be removed from the pool area.
 24. Loud, profane, or abusive language is prohibited.
 25. No physical or verbal abuse will be tolerated.
 26. The District is not responsible for lost or stolen items.
 27. Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
 28. The spa and deck area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board and/or Facility Manager.

SWIMMING POOL THUNDERSTORM POLICY

The Facility Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at his or her discretion.

FITNESS CENTER POLICIES

All Patrons and guests using the Fitness Center are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all policies and rules of the Bannon Lakes Community Development District governing the Amenity Facility. Disregard or violation of the District's Policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges.

Please note that the Fitness Center is an unattended facility and persons using this facility do so at their own risk. Amenity Facility Staff are not present to provide personal training or exercise consultation to Patrons or guests. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

1. *Eligible Users:* Patrons eighteen (18) years of age and older are permitted to use the fitness center during designated operating hours. All Guests between the ages of fifteen (15) and seventeen (17) may use the fitness center from sunrise to sunset if they have a waiver of liability, signed by their parent or legal guardian, registered at the Facility Manager's office. All Guests between the ages of twelve (12) and fourteen (14) must be accompanied by an adult. No one under the age of twelve (12) is allowed in the fitness center at any time.
2. *Food and Beverage:* Food, including chewing gum, is not permitted within the fitness center. Beverages, however, are permitted in the fitness center if contained in non- breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
3. *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff at (904) 907-1100 as well as the District Manager at (904) 627-9271.
4. *Proper Attire:* Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate attire includes t-shirts (tank tops), shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
5. *Hours:* The Fitness Center is available for use by Patrons and guests during the hours of 4:00 a.m. to 10:00 p.m.
6. *General Policies*
 - Each individual is responsible for wiping off fitness equipment after use using antiseptic wipes provided by the District.
 - Use of personal trainers is permitted in the District fitness centers. Personal trainers must be preapproved by the Facility Manager prior to personal training session.
 - Hand chalk is not permitted to be used in the fitness center.
 - Radios, tape players, MP3 players, CD players or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones.
 - No bags, gear, or jackets are permitted on the floor of the fitness center or on the fitness

equipment.

- Fitness equipment may not be removed from the fitness center.
- Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other people are waiting.
- Please be respectful of others. Allow other Patrons to also use equipment, especially the cardiovascular equipment.
- Please replace weights to their proper location after use.
- Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights and must be kept in designated area.
- Any fitness program operated, established and run by the Facility Manager may have priority over other users of the District fitness centers.
- Strollers and infant carry seats are not allowed in the Fitness Center.
- Pets (with the exception of “Service Animals”) are prohibited from the Fitness Center.

GENERAL FACILITY RENTAL POLICY

Patrons may reserve for rental certain portions of the Amenity Facility for private events. Only one (1) meeting room is available for rental during regular hours of operation and reservations may not be made more than four (4) months prior to the event. In addition, each household may rent a portion of the Amenity Facility no more than six (6) times per calendar year. Persons interested in doing so should contact the Amenity Manager regarding the anticipated date and time of the event to determine availability.

Please note that the Amenity Facility is unavailable for private events on the following holidays/weekends:

New Year’s Day	Thanksgiving
Easter Sunday	Christmas Eve
Memorial Day Weekend	Christmas Day
Fourth of July	New Year’s Eve
Labor Day Weekend	

1. *Rentals*: Certain portions of the Amenity Facility may be rented by the following individuals/groups.
 - Residents (includes both events held by the Resident and events sponsored by the Resident)
 - Renters
 - Non-Resident Members
 - Homeowners Associations
 - Community Clubs
2. *Available Facilities*: The following portions of the Amenity Facility are available for rental for functions for up to six (6) hour increments (including set-up and post-event cleanup). The rental time period is inclusive of set-up and clean-up time. For Community Use, rental fees may be waived; however, a refundable damage deposit of 200 dollars (\$200.00) shall be required. For private events, the following rental fees shall apply:

<u>Facility</u>	<u>Capacity</u>	<u>Rental Rate</u>	<u>Deposit</u>
Club House	54	\$0	\$200

The Pool Areas of the Amenity Facility are not available for private rental and shall remain open to other Patrons and their guests during normal operating hours. The Patron renting any portion of the Amenity Facility shall be responsible for any and all damage and expenses arising from the event.

3. *Reservations:* Staff will take reservations in advance for the Amenity Facility. Reservations are on a “first come, first served” basis and can be made only in person by filling out a Facility Use Application. Reservations must be made at least (thirty) 30 days in advance to the Amenity Manager Staff. Patrons interested in reserving a room must submit to the Amenity Manager Staff a completed Facility Use Application. Reservations will be held for fifteen (15) minutes past the scheduled start time before re-assigning the reservation time slot. There are no personal “standing” reservations allowed for the facilities listed in the reservation policy. If the renter wishes to cancel a reservation, the cancellation must be communicated to the Facility Manager no later than thirty (30) days prior to the scheduled event to have the full rental fee and the full deposit returned. If the event is cancelled less than thirty (30) days prior to the event, only the full security deposit, but none of the rental fee, will be returned.
4. *Deposit and Payment:* At the time of submission, the Patron shall provide the rental fee referenced above and a deposit. Rental fees may be paid by check or money order, payable to **Bannon Lakes Community Development District**. The Amenity Manager Staff will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District’s Board of Supervisors for consideration. At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the room rental, both made out to District must be delivered to the Facility Manager along with completed paperwork and insurances, if necessary. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.
5. *Deposit:* Payment of the deposit and rental fee will secure the rental time, location, and date. To receive the full refund of the deposit within ten (10) days after the party, the renter must:
 - Ensure that all garbage is removed and placed in the dumpster.
 - Remove all displays, favors or remnants of the event.
 - Restore the furniture and other items to their original position.
 - Wipe off counters, table tops and sink area.
 - Replace garbage liner.
 - Clean out and wipe down the refrigerator, and all cabinets and appliances used.
 - Clean any windows and doors in the rented area.
 - Ensure that no damage has occurred to the Amenity Facility.
 - Patron and Patron’s guests are required to adhere to all Amenity Facility rules and policies. Failure to comply with such rules and policies may result in the forfeiture of Patron’s deposit.
 - Pets (with the exception of “Service Animals”) are prohibited from any and all rented facilities.

The District may retain all or part of any deposit if the District determines, in its sole discretion,

that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

6. *Staffing*: During the Amenity Facility's operating hours in which Amenity Facility Staff is present, private events with twenty-five (25) persons or less are not required to pay for additional staff unless otherwise required by the District. For events in excess of twenty-five (25) people during operating hours, or for events after operating hours, additional staff may be required. The Facility Manager shall decide, on a case-by-case basis, if additional staff is required and if there will be any associated costs.
7. *Alcohol Policies*: Patrons intending to serve alcohol at a rented facility must so indicate on the Facility Use Application. Any Patron who does not so indicate at the time the application is submitted shall not be permitted to serve alcohol. Event Liability insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. The District, the Board, and District staff and consultants are to be named on these policies as additional insureds. Patrons serving alcohol agree to indemnify and hold harmless the District, Amenity Services Group and their Supervisors, officers, directors, consultants and staff 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 service of alcohol. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, *Florida Statutes*. Patrons must hire a certified bartender to dispense alcohol.
8. *Additional Policies*: The following additional policies apply to any rental of an amenity facility or space:
 - a. The capacity limit of any portion of the Amenity Facility or space shall not be exceeded at any time for a party or event.
 - b. The volume of live or recorded music must not violate applicable St. Johns County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
 - c. The Amenities may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after hours and until 10:00pm. All parties and events, including clean-up, at the clubhouse must conclude by midnight.
 - d. No decorations may be affixed to the walls, doors or any fixtures.
 - e. Event Liability coverage may be required, even in the absence of alcohol service, on a case by case basis in the sole discretion of the Board of Supervisors.
 - f. Patron and Patron's Guests are required to adhere to all Amenity Facility rules, policies, and directions from Amenity Facility staff.
 - g. No glass, breakable items or alcohol are permitted in the Pool Area.
 - h. The use of a bounce house during an approved rental period must be specifically approved at the time of reservation and the bounce house may be placed only on the green space by the playground.

TENNIS AND PICKLEBALL FACILITY POLICIES

Please note the Tennis and Pickleball Facility is an unsupervised facility and persons using the facility do so at their own risk. Persons interested in using the Tennis and Pickleball Facility are encouraged to consult with a physician prior to using the facility

As a courtesy to other Patrons, we ask that all players please recognize and abide by these rules and guidelines. Remember, not only are tennis and pickleball lifetime sports, they are also games of sportsmanship, proper etiquette, and fair play.

1. *Eligible Users.* Patrons and guests twelve (12) years of age and older are permitted to use the Tennis and Pickleball Facility during designated operating hours. Children who are under twelve (12) years of age may use the Tennis and Pickleball Facility only when accompanied by an adult aged eighteen (18) or older. The limit is three (3) Guests to a single court.
2. *Hours.* The Tennis and Pickleball Facility are available for use during daylight hours. The facilities may not be used after dark.
3. *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff at (904) 907-1100 as well as the District Manager at (904) 627-9271.
4. *Proper Attire:* Proper tennis shoes and attire, as determined by the Facility Manager, are required at all times while on the courts. Shirts must be worn at all times.
5. *Availability:* The tennis and pickleball courts are available on a “first come, first served” basis. Each Patron and the Patron’s guests are limited to the use of one (1) tennis or pickleball court for one hour when others are waiting. If you find it necessary to “bump” other players when it is your turn to play:
 - Never attempt to enter someone else’s court before your turn.
 - Never enter the court or distract players while others are in the middle of a point or game.
 - Wait outside the entrance gate and politely inform the players that it is your turn.
 - Allow players to finish out one more point, and then begin the player changeover for the court.
 - If you are bumped from a court and wish to continue play, please notify staff and they will do their best to get you on the next available court.
6. *General Policies:*
 - Proper tennis and pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
 - Persons using the Tennis and Pickleball Facility must supply their own equipment (rackets, balls, etc.).
 - The Tennis and Pickleball Facility is for the play of tennis and pickleball only. Pets (with the exception of “Service Animals”), roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis and pickleball facility.
 - Beverages are permitted at the Tennis and Pickleball Facility if contained in non- breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the tennis or pickleball courts.
 - No chairs other than those provided by the District are permitted on the tennis or pickleball courts.
 - No jumping over nets.
 - Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
 - Court hazards or damages, such as popped line nails, need to be reported to the Facility Manager for repair.
 - The tennis and pickleball courts may be reserved by the District for District- sponsored

events or functions.

TENNIS AND PICKLEBALL COURTS: THUNDERSTORM POLICY

The Facility Manager, when present, will control whether tennis or pickleball is permitted in inclement weather, and the tennis and pickleball courts may be closed or opened at their discretion. Otherwise, play is at your own risk.

BASKETBALL FACILITY POLICIES

All Patrons and guests using the Basketball Facilities are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all policies and rules of the Bannock Lakes Community Development District governing the Amenity Facility. Disregard or violation of the District's policies and rules and misuse or destruction of equipment of the Basketball Facilities may result in the suspension or termination of privileges of the Basketball Facilities. Guests may use the Basketball Facilities if accompanied by an adult Patron.

Please note the Basketball Facilities are unsupervised facilities and persons using the facilities do so at their own risk. Persons interested in using the facilities are encouraged to consult with a physician prior to using the facilities.

1. *Eligible Users.* Patrons and guests twelve (12) years of age and older are permitted to use the Basketball Facilities during designated operating hours. Children who are under twelve (12) years of age may use the facilities only when accompanied by an adult aged eighteen (18) or older.
2. *Hours.* The Basketball Facilities are available for use during daylight hours. The facilities may not be used after dark.
3. *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff (904) 907-1100 as well as the District Manager at (904) 627-9271.
4. *Proper Attire:* Proper athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black-soled or open-toe shoes are permitted.
5. *Availability:* The basketball court is available on a "first come, first served" basis.
6. *General Policies:*
 - The use of profanity or disruptive behavior is prohibited.
 - Persons using the Basketball Facilities must supply their own basketballs. Basketballs, if available, may be obtained from the office.
 - The Basketball Facilities is for the play of basketball only. Pets (with the exception of "Service Animals"), roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.
 - Beverages are permitted at the Facilities if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the basketball court.
 - No chairs other than those provided by the District are permitted on the court.
 - The court must be left clean after use.

- The basketball court may be reserved by the District for District-sponsored events or functions.

MULTI-PURPOSE FIELD POLICIES

Please note the Multi-Purpose Field is unattended facility and persons using the facility do so at their own risk.

1. *First Come Basis.* The field is available for use by Patrons only on a “first come, first served” basis.
2. *Vehicles.* No bicycles, scooters, skate boards, hover boards or other equipment or vehicles with wheels are permitted.
3. *Chalking.* Chalking or marking the field must be approved in advance, if at all, and proper marking materials must be used.
4. *Glass Containers.* No glass containers or breakable objects of any kind are permitted on the field.
5. *Pets.* Pets must be kept on leash, and Patrons must pick up and dispose of pet waste in appropriate receptacles.
6. *Equipment.* Patrons are responsible for bringing their own equipment.
7. *Golfing.* Golfing is not permitted on the field.
8. *Sports Instruction.* Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

PLAYGROUND POLICIES

Please note the Playground is an unattended facility and persons using the facility do so at their own risk.

1. Adult supervision (eighteen years and older) is required for children under the age of twelve (12). All children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
2. The playground is available for use during daylight hours. The facilities may not be used after dark.
3. Proper footwear is required. Loose clothing, especially with strings, is prohibited.
4. Since mulch material is necessary for reducing fall impact and for good drainage, mulch must not be picked up, thrown, or kicked for any reason.
5. No food, drinks or gum are permitted at the playground.
6. No pets of any kind are permitted at the playground.
7. No glass containers are permitted at the playground.
8. No jumping off from any climbing bar or platform.
9. Profanity, rough-housing, and disruptive behavior are prohibited.
10. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.
11. Use of the Playground may be limited from time to time due to a District-sponsored event.
12. For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries

must also be reported to Amenity Facility Staff (904) 907-1100 as well as the District Manager at (904) 627-9271.

FISHING POLICY

Patrons may fish from any District owned lake/retention pond within the Bannon Lakes Community Development District. Please check with the Facility Manager for rules and regulations pertaining to fishing and for proper access points to these bodies of water. The District has a “catch and release” policy for all fish caught in these waters. **No watercrafts of any kind are allowed in these bodies of water except for small remote controlled boats intended for recreational purposes. Swimming is also prohibited in any of the waters.**

DOG PARK POLICY

USE OF THE DOG PARK IS AT YOUR OWN RISK

Your voluntarily use of the Dog Park evidences your waiver of any claims against the Bannon Lakes Community Development District resulting from activities occurring at the Dog Park. The Bannon Lakes Community Development District is not responsible for any injury or harm caused by use of the Dog Park.

1. The Dog Park is restricted to use only by Patrons and their guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.
2. Dogs must be on leashes at all times, except within the Dog Park area.
3. Dogs must be accompanied by a handler who is eighteen (18) years old or older.
4. Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
5. Dog handler must have the leash with them at all times.
6. Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
7. Dogs must be vaccinated and wear a visible rabies and license tag at all times.
8. Limit three dogs per Adult dog handler.
9. Puppies under four months of age should not enter the Dog Park.
10. Children under the age of twelve (12) are not permitted within the Dog Park area.
11. Dog handlers are responsible for the behavior of their animals.
12. Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.
13. Female dogs in heat are not permitted in the Dog Park.
14. Human or dog food inside the Dog Park is prohibited.
15. Any dog toys inside the Dog Park are prohibited.
16. Dog handlers must clean up any dog droppings made by their pets.
17. Dog handlers must fill in any holes made by their pets.
18. Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
19. Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner

- must register trainer with the District prior to working with the dog.
20. The Dog Park is designated a “No Smoking” area.
21. The Dog Park area is equipped with closed-circuit surveillance cameras.

SUSPENSION AND TERMINATION OF PRIVILEGES

- 1. Introduction.** This rule addresses the suspension and termination of privileges to use the Bannon Lakes Community Development District’s (“District”) recreational facilities (“Amenities”).
- 2. Violations.** The privileges of a patron of the Amenities, including resident owners, designated tenants, non-residents who pay the applicable non-resident usage fee, and members of the households of any of the foregoing (collectively, “Patron”), to use the Amenities may be suspended or terminated if the Patron engages in any of the following behavior:
 - a. Submits false information on any application for use of the Amenities.
 - b. Permits the unauthorized use of an amenity pass.
 - c. Exhibits unsatisfactory behavior or appearance.
 - d. Fails to pay fees owed to the District in a proper and timely manner.
 - e. Fails to abide by any policies or rules established for the use of the Amenities.
 - f. Treats the District’s supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner.
 - g. Damages or destroys District property.
 - h. Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.
- 3. Reporting of Violations.** For all offenses outlined in Section 2 above, the District Manager, or District’s facility manager, shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or facility manager, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by the District Manager or facility manager, as the case may be.
- 4. Suspension by the District Manager or District’s Facility Manager / Appeal of Suspension.** The District Manager, or the District’s facility manager, may at any time suspend a Patron’s privileges to use the Amenities for committing any of the violations outlined in Section 2. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Manager, or facility manager, shall take into account the nature of the conduct and any prior violations. A Patron subject to a suspension under this Section 4 may appeal the suspension to the District’s Board of Supervisors (“Board”) by filing a written request for an appeal, which written request shall be immediately sent to the District’s Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron’s behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to address the appeal and any violations outlined in Section 2. In

determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

- 5. Suspension or Termination by the Board.** The District Manager, or the District's facility manager, may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron's privileges for committing any of the violations outlined in Section 2. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District shall send written notice of the meeting by United States mail to the Patron's last known address.

Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 2, including suspension or permanent termination of a Patron's privileges to use the Facilities. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

- 6. Trespass.** If a Patron subject to a suspension or termination is found on the Amenity premises, such Patron will be subject to arrest for trespassing.

THIRTEENTH ORDER OF BUSINESS

Bannon Lakes Community Development District
Auditor Selection Evaluation Criteria

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

FIFTEENTH ORDER OF BUSINESS

B.

1.

REQUISITION NO. 34
(2021 Acquisition and Construction Account)

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

\$7,415,000
Special Assessment Revenue Bonds, Series 2021

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

(A) Requisition Number: 34

(B) Name of Payee: ETM

(C) Amount Payable: \$282.74

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund or Account from which disbursement to be made: 2021 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2021 Project payable from the 2021 Acquisition and Construction Account that have not previously been paid.
2. each disbursement set forth above is a proper charge against the 2021 Costs of Issuance Account.

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

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

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

Dated: April 28, 2022

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Arthur E. Lancaster
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By: 
Title: District Engineer

[Invoices to be Attached]



Art Lancaster
Bannon Lakes, CDD
c/o Governmental Management Services
475 West Town Place
Suite 114
St. Augustine, FL 32092



April 12, 2022
Project No: 13061.29000
Invoice No: 0202430

Project 13061.29000 Bannon Lakes Forcemain-Construction Administration
Professional Services rendered through April 2, 2022

Professional Personnel

		Hours	Rate	Amount
Engineer				
Keller, Lyndsay	2/26/2022	.75	157.00	117.75
CEI Project Manager				
Donchez, James	3/19/2022	.50	165.00	82.50
Donchez, James	3/26/2022	.50	165.00	82.50
Totals		1.75		282.75
Total Labor				282.75

Invoice Total this Period \$282.75

Outstanding Invoices

Number	Date	Balance
0198738	7/12/2021	9,075.26
0199452	9/3/2021	1,881.00
Total		10,956.26

1.310.513.311

7A

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel 904-942-8990 • Fax 904-946-9485
CA-00002584 LC-0000816

Linda Scandurra

From: Jim Oliver <joliver@gmsnf.com>
Sent: Thursday, April 28, 2022 10:06 AM
To: Margaret Bronson; George Katsaras; Linda Scandurra
Subject: Fwd: Bannon Lakes CDD - ETM Invoice (Force Main related)
Attachments: [Untitled].pdf

Thanks Margaret...I've included Linda and George on email so requisition can be prepared.

Regards,
Jim

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

Begin forwarded message:

From: Margaret Bronson <mbronson@gmsnf.com>
Subject: Bannon Lakes CDD - ETM Invoice
Date: April 28, 2022 at 9:44:16 AM EDT
To: Jim Oliver <joliver@gmsnf.com>
Cc: Bernadette Peregrino <bperegrino@gmsnf.com>

Hello Jim,

ETM has a Bannon Lakes Forcemain - Construction Administration invoice.
Is this approved to be processed as a requisition with construction funds?
Please see attached below.

Thank you,

Margaret Bronson
Governmental Management Services, LLC (GMS)
393 Palm Coast Pkwy SW, Suite 4
Palm Coast, Florida 32137
Office: (904) 940-5850 ext. 410
Cell: (904) 814-3970
mbronson@gmsnf.com



Begin forwarded message:

From: "Copier" <copier@gmscfl.com>

Subject: bl gf etm

Date: April 28, 2022 at 10:00:23 AM EDT

To: "Margaret B" <mbronson@gmsnf.com>

REQUISITION NO. 35
(2021 Acquisition and Construction Account)

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

\$7,415,000
Special Assessment Revenue Bonds, Series 2021

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

(A) Requisition Number: 35

(B) Name of Payee: ETM

(C) Amount Payable: \$1,364.37

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund or Account from which disbursement to be made: 2021 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2021 Project payable from the 2021 Acquisition and Construction Account that have not previously been paid.
2. each disbursement set forth above is a proper charge against the 2021 Costs of Issuance Account.

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

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

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

Dated: **June 21, 2022**


**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Arthur E. Lancaster
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By:  6/22/22
Title: District Engineer

[Invoices to be Attached]



pg # 35

Art Lancaster
Bannon Lakes, CDD
c/o Governmental Management Services
475 West Town Place
Suite 114
St. Augustine, FL 32092

June 08, 2022
Project No: 13061.29000
Invoice No: 0203400

Project 13061.29000 Bannon Lakes Forcemain-Construction Administration
Professional Services rendered through May 28, 2022

Professional Personnel

		Hours	Rate	Amount
CEI Project Manager				
Donchez, James	5/14/2022	1.00	165.00	165.00
Donchez, James	5/21/2022	1.50	165.00	247.50
CEI Inspector				
Lanh, Pong	5/14/2022	3.00	120.00	360.00
Lanh, Pong	5/21/2022	3.50	120.00	420.00
Senior Engineer				
Katsaras, George	5/14/2022	.25	195.00	48.75
Totals		9.25		1,241.25
Total Labor				1,241.25

Expenses

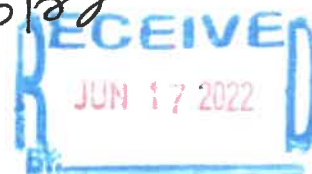
Mileage			107.06	
Total Expenses		1.15 times	107.06	123.12

Invoice Total this Period \$1,364.37

Outstanding Invoices

Number	Date	Balance
0198738	7/12/2021	9,075.26
0202430	4/12/2022	.01
0202911	5/11/2022	1,305.00
Total		10,380.27

rec'd 6/20/22
rec'd 6/20/22



1,310,513.311
7A

REQUISITION NO. 36
(2021 Acquisition and Construction Account)

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

\$7,415,000

Special Assessment Revenue Bonds, Series 2021

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

(A) Requisition Number: 36

(B) Name of Payee: ETM

(C) Amount Payable: \$1,305.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund or Account from which disbursement to be made: 2021 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2021 Project payable from the 2021 Acquisition and Construction Account that have not previously been paid.
2. each disbursement set forth above is a proper charge against the 2021 Costs of Issuance Account.

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

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

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

Dated: **June 21, 2022**

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Arthur E. Lancaster
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By:  6/22/22
Title: District Engineer

[Invoices to be Attached]



reg #36

Art Lancaster
Bannon Lakes, CDD
c/o Governmental Management Services
475 West Town Place
Suite 114
St. Augustine, FL 32092

May 11, 2022
Project No: 13061.29000
Invoice No: 0202911

Project 13061.29000 Bannon Lakes Forcemain-Construction Administration
Professional Services rendered through April 30, 2022

Professional Personnel

		Hours	Rate	Amount
CEI Project Manager				
Donchez, James	4/23/2022	.50	165.00	82.50
Donchez, James	4/30/2022	1.00	165.00	165.00
CEI Inspector				
Lanh, Pong	4/30/2022	8.00	120.00	960.00
Senior Engineer				
Katsaras, George	4/23/2022	.50	195.00	97.50
Totals		10.00		1,305.00
Total Labor				1,305.00
Invoice Total this Period				<u>\$1,305.00</u>

Outstanding Invoices

Number	Date	Balance
0198738	7/12/2021	9,075.26
0202430	4/12/2022	282.75
Total		9,358.01

reg #37 6/21/22
reg #34 4/28/22

England-Thimys & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32256 • tel 904-642-8990 • fax 904-646-9486
CA 00002584 LC 0000316

REQUISITION NO. 37
(2021 Acquisition and Construction Account)

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

\$7,415,000
Special Assessment Revenue Bonds, Series 2021

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

(A) Requisition Number: 37

(B) Name of Payee: ETM

(C) Amount Payable: \$9,075.26

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund or Account from which disbursement to be made: 2021 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2021 Project payable from the 2021 Acquisition and Construction Account that have not previously been paid.
2. each disbursement set forth above is a proper charge against the 2021 Costs of Issuance Account.

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

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

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

Dated: **June 21, 2022**

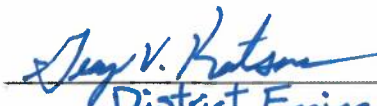
**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Arthur E. Lancaster
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By:  6/22/22
Title: District Engineer

[Invoices to be Attached]



Handwritten notes: #2837, 9,075.26

Art Lancaster
Bannon Lakes, CDD
c/o Governmental Management Services
475 West Town Place
Suite 114
St. Augustine, FL 32092

July 12, 2021
Project No: 13061.29000
Invoice No: 0198738

Project 13061.29000 Bannon Lakes Forcemain-Construction Administration
Professional Services rendered through June 30, 2021

Professional Personnel

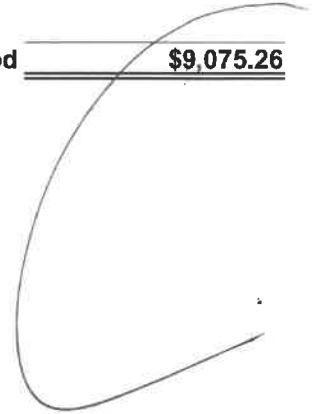
		Hours	Rate	Amount	
Senior Engineer					
Katsaras, George	1/30/2021	2.00	195.00	390.00	
Katsaras, George	2/6/2021	.50	195.00	97.50	
Katsaras, George	4/3/2021	.50	195.00	97.50	
Katsaras, George	4/24/2021	.50	195.00	97.50	
Katsaras, George	6/5/2021	1.00	195.00	195.00	
Engineer					
Keller, Lyndsay	4/3/2021	2.75	157.00	431.75	
Keller, Lyndsay	4/17/2021	1.25	157.00	196.25	
Keller, Lyndsay	4/24/2021	1.25	157.00	196.25	
Project Manager					
Crews, Jason	3/13/2021	8.00	180.00	1,440.00	
Crews, Jason	3/20/2021	5.00	180.00	900.00	
Crews, Jason	3/27/2021	6.00	180.00	1,080.00	
Crews, Jason	4/3/2021	2.00	180.00	360.00	
Crews, Jason	4/24/2021	9.00	180.00	1,620.00	
Crews, Jason	5/1/2021	5.00	180.00	900.00	
Crews, Jason	6/5/2021	2.00	180.00	360.00	
Sr. Graphics Technician					
Merrell, Scott	2/6/2021	1.25	149.00	186.25	
Administrative Support					
Jacobs, Alex	2/20/2021	1.00	84.00	84.00	
Jacobs, Alex	3/27/2021	2.00	84.00	168.00	
Jacobs, Alex	4/3/2021	1.50	84.00	126.00	
Jacobs, Alex	5/1/2021	1.50	84.00	126.00	
Totals		54.00		9,052.00	
Total Labor					9,052.00
Expenses					
Miscellaneous				20.23	
Total Expenses				20.23	23.26
				1.15 times	

England-Thimys & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32236 • Tel 904-642-8990 • Fax 904-646-9465
CA 00002584 LC 0000316

Invoice Total this Period

\$9,075.26

A large, handwritten signature in black ink, appearing to be 'C', is written over the invoice total and extends downwards into the main body of the page.

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-646-6485
CA-00002584 LC-0000816

REQUISITION NO. 38
(2021 Acquisition and Construction Account)

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

\$7,415,000
Special Assessment Revenue Bonds, Series 2021

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

(A) Requisition Number: 38

(B) Name of Payee: Pulte Home Company, LLC

(C) Amount Payable: \$377,854.93

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Phase 2 Entry Road Improvements

(E) Fund or Account from which disbursement to be made: 2021 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2021 Project payable from the 2021 Acquisition and Construction Account that have not previously been paid.
2. each disbursement set forth above is a proper charge against the 2021 Costs of Issuance Account.

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

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

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

Dated: July 5, 2022

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Arthur E. Lancaster

Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By: _____

Title: _____

7/5/22
District Engineer

[Invoices to be Attached]

**CONSULTING ENGINEER'S CERTIFICATE
BANNON LAKES PHASE 2A ENTRY ROAD IMPROVEMENTS**

June 21, 2022

Board of Supervisors
Bannon Lakes Community Development District

Re: Bannon Lakes Community Development District
 Phase 2A Entry Road Improvements

Ladies and Gentlemen:

The undersigned, a representative of England-Thims & Miller, inc. ("**Consulting Engineer**"), as engineer for the Bannon Lakes Community Development District ("**District**"), hereby makes the following certifications in connection with the District's funding of the "**Improvements**" as further described in **Exhibit A** attached hereto. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the Consulting Engineer, hereby certifies that:

1. I have reviewed and inspected the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement program as set forth in the *Supplemental Engineer's Report for Master Infrastructure – Phase 3 Improvement Capital Improvement Plan* dated February 3, 2022 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Pulte to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the final operation and maintenance entity for operations and maintenance responsibilities.

[CONTINUED ON NEXT PAGE]

6. With this document, I hereby certify that it is appropriate at this time to fund the Improvements.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 21st day of June, 2022.

ENGLAND-THIMS & MILLER, INC.

George Katsaras
George Katsaras, P.E.
Florida Registration No. 54679
District Engineer

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of June, 2022, by George Katsaras as District Engineer of Bannon Lake C.D.D., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced as identification.

GLORIA J. STEPHENS
Notary Public, State of Florida
My Comm. Expires 09/25/2025
Commission No. HH151695

(NOTARY SEAL)

Gloria J. Stephens
NOTARY PUBLIC, STATE OF _____

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A
Description of Improvements
Bannon Lakes Phase 2A Entry Road Improvements



To:	Public Notice	Contact:	Chris Hill
Address:		Phone:	
Project Name:		Fax:	
Project Location:		Bid Number:	
		Bid Date:	8/14/2020

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Phase 2A Entry Road Costs (ALLREADY INCLUDED IN ABOVE PRICE)					
001 General Conditions					
10318	General Conditions	0.1	LS	\$15,650.00	\$1,565.00
10428	Construction Entrance	1	EACH	\$6,909.04	\$6,909.04
	Total Price for above 001 General Conditions Items:				\$8,474.04
002 NPDES Permit Compliance					
10428	NPDES Permit Compliance	0.5	MO	\$1,200.00	\$600.00
10428	Maintain Silt Fence	1,000.00	LF	\$1.11	\$1,110.00
10428	NPDES Reporting	0.5	MO	\$814.66	\$407.33
	Total Price for above 002 NPDES Permit Compliance Items:				\$2,117.33
004 Surveying					
10318	Surveying	0.1	LS	\$18,700.00	\$1,870.00
	Total Price for above 004 Surveying Items:				\$1,870.00
005 As Builts					
10318	As Builts	0.1	LS	\$5,400.00	\$540.00
	Total Price for above 005 As Builts Items:				\$540.00
006 Erosion Control					
10416	Silt Fence Type III (Regular)	1,000.00	LF	\$0.89	\$890.00
	Total Price for above 006 Erosion Control Items:				\$890.00
010 Pond Excavation					
10416	Dewater for Pond	5,327.00	CY	\$2.60	\$13,850.20
10416	Pond Excavation	5,327.00	CY	\$2.89	\$15,395.03
	Total Price for above 010 Pond Excavation Items:				\$29,245.23
013 Earthwork					
10416	Strip Topsoil	1,670.00	CY	\$2.89	\$4,826.30
10416	Bury In Pond	1,670.00	CY	\$1.19	\$1,987.30
10416	Site Cut	206.00	CY	\$2.79	\$574.74

10416	Fill & Compact Fill	3,127.00	CY	\$1.50	\$7,990.50
10416	Remove Unsuitables	1,600.00	CY	\$6.84	\$10,944.00
10416	Replace Unsuitables	1,600.00	CY	\$11.68	\$18,688.00
Total Price for above 011 Earthwork Items:					\$45,010.84
012 Grassing					
10428	Site Sod	300.00	SY	\$2.39	\$717.00
10428	Right of Way Sod	240	SY	\$2.39	\$573.60
10428	Right of Way Seed and Mulch	2,000.00	SY	\$0.44	\$880.00
Total Price for above 012 Grassing Items:					\$2,170.60
013 Subsoil Stabilization					
10458	Subgrade for Sidewalk	300.00	SY	\$3.28	\$984.00
10458	Subsoil Stabilization	1,546.00	SY	\$6.92	\$10,658.32
10458	Subsoil Stabilization PUP	650.00	SY	\$9.45	\$6,142.50
Total Price for above 013 Subsoil Stabilization Items:					\$17,824.82
014 Base					
10458	4" Limerock (HWP)	600.00	SY	\$11.25	\$6,750.00
10458	6" Limerock	1,385.00	SY	\$10.61	\$14,696.85
Total Price for above 014 Base Items:					\$20,596.85
015 Asphalt Paving					
10458	1" Asphalt Pavement (HWP)	600.00	SY	\$7.67	\$4,602.00
10458	1" Asphalt Pavement SP 12.5 (Ext. UO)	1,205.00	SY	\$6.50	\$7,832.50
10458	3/4" Asphalt Pavement SP 9.5 (2nd UO)	1,385.00	SY	\$6.00	\$8,310.00
10458	Prime Limerock	1,905.00	SY	\$0.36	\$685.80
10458	Tack Coat	1,385.00	SY	\$0.56	\$776.00
Total Price for above 015 Asphalt Paving Items:					\$22,652.10
017 Striping & Signs					
10458	Striping & Signs	1	LS	\$2,000.00	\$2,000.00
Total Price for above 017 Striping & Signs Items:					\$2,000.00
018 Curbs					
10458	18" City Std. Curb & Gutter	900.00	LF	\$11.34	\$10,206.00
Total Price for above 018 Curbs Items:					\$10,206.00
020 Sidewalks					
10458	Sidewalk	2,175.00	SP	\$3.93	\$8,547.75
10458	A.D.A. Handicap Ramp	2	EACH	\$222.18	\$444.36
10458	A.D.A. Mats	33	SF	\$29.44	\$971.52
Total Price for above 020 Sidewalks Items:					\$9,963.63
030 Storm Drain					
10442	Detention Storm Drain	200.00	LF	\$18.80	\$3,760.00
10442	Curb Inlet 6'-6" Deep	2	EACH	\$2,603.71	\$5,207.42
10442	Curb Inlet 6'-6" Deep	1	EACH	\$4,111.05	\$4,111.05
10442	Underdrain Stubs From Inlets	120	LF	\$30.95	\$3,714.00
10442	2' Filtered End Section	1	EACH	\$1,045.00	\$1,045.00
10442	24" RCP 6'-6" Deep	35	LF	\$85.09	\$2,978.15
10442	24" RCP 6'-6" Deep	180	LF	\$79.53	\$14,315.40
10442	Manhole Storm Drain	215.00	LF	\$1.76	\$379.60
10442	TV Storm Drain	215.00	LF	\$4.45	\$956.75
Total Price for above 030 Storm Drain Items:					\$36,466.17

040 Sanitary Sewer

10438	Desodor Greddy Sewer	600.00	LF	\$18.52	\$11,112.00
10438	Type A Manhole 14-18" deep	2	EACH	\$7,573.45	\$15,047.70
10438	Type A Manhole 16-18" deep	1	EACH	\$8,545.25	\$8,545.25
10438	Manhole Top Out	3	EACH	\$250.79	\$752.37
10438	Pour Inverts	3	EACH	\$228.85	\$716.55
10438	8" SDR 35 Sewer Main 14-18" Deep	300	LF	\$49.80	\$14,940.00
10438	Scope For Manholes	8	EACH	\$35.00	\$280.00
10438	Punch Out Sewer	1	LF	\$1.76	\$1.76
10438	Cone Bidding	1	EACH	\$3,500.00	\$3,500.00
10438	TV Test Sewer Main	500.00	LF	\$4.45	\$2,225.00
Total Price for above 040 Sanitary Sewer Items:					\$68,469.87

060 Force Main

10438	10" HDPE	50	LF	\$70.00	\$3,500.00
10438	6" PVC DR 18 Force Main	450	LF	\$22.31	\$10,039.50
10438	8" Joint Restraints	4	EACH	\$158.64	\$634.56
10438	8" Sleeve	1	EACH	\$788.32	\$788.32
10438	Air Release Valve Asy.	1	EACH	\$4,776.92	\$4,776.92
10438	Air Release Manhole	1	EACH	\$4,916.82	\$4,916.82
10438	6" Gate Valve	1	EACH	\$1,454.14	\$1,454.14
10438	Valve Box Installation	1	EACH	\$293.74	\$293.74
10438	6" 90 Bend	1	EACH	\$467.94	\$467.94
10438	6" 45 Bend	2	EACH	\$581.56	\$1,163.12
10438	6" 22.5 Bend	4	EACH	\$465.97	\$1,863.88
10438	Locate Wire Box	1	EACH	\$154.51	\$154.51
10438	Punch Out Force Main	500	LF	\$1.76	\$880.00
10438	Locate Wire Test for Force Main	500	LF	\$0.56	\$280.00
10438	Pressure Test for Force Main	500	LF	\$1.95	\$975.00
Total Price for above 060 Force Main Items:					\$32,838.65

070 Potable Water Main

10444	16" HDPE Water Main	60.00	LF	\$111.00	\$6,660.00
10444	12" DR18 PVC Water Main	500.00	LF	\$35.68	\$17,840.00
10444	12" Joint Restraints	8	EACH	\$257.48	\$2,059.84
10444	12" Sleeve	1	EACH	\$749.11	\$749.11
10444	12" Gate Valve	1	EACH	\$2,755.92	\$2,755.92
10444	6" Gate Valve	1	EACH	\$979.06	\$979.06
10444	Sample Point	1	EACH	\$301.00	\$301.00
10444	Locate Wire Box	1	EACH	\$154.51	\$154.51
10444	Valve Box Installation	2	EACH	\$176.20	\$352.40
10444	Flushing Hydrant	1	EACH	\$1,626.50	\$1,626.50
10444	Fire Hydrant	1	EACH	\$2,584.66	\$2,584.66
10444	12 x 12" Tee	1	EACH	\$1,119.74	\$1,119.74
10444	12 x 6" Tee	1	EACH	\$754.29	\$754.29
10444	6" 90 Bend	1	EACH	\$326.49	\$326.49
10444	12" 45 Bend	2	EACH	\$656.07	\$1,312.14
10444	12" 22.5 Bend	3	EACH	\$333.25	\$999.75
10444	12" 11.25 Bend	2	EACH	\$495.25	\$990.50
10444	12" Cap	1	EACH	\$359.33	\$359.33
10444	12" Conduit	1	EACH	\$5,562.32	\$5,562.32
10444	Punch Out for Water Main	560.00	LF	\$1.95	\$1,092.00
10444	Flushing & BT's for Water Main	560.00	LF	\$0.80	\$448.00
10444	Locate Wire Test For Water Main	560.00	LF	\$0.51	\$285.60
10444	Pressure Test for Water Main	560.00	LF	\$1.95	\$1,092.00
Total Price for above 070 Potable Water Main Items:					\$51,315.96

090 Reuse Water Main						
10444	18" HDPE Water Main	40.00	LF	\$70.00		\$2,800.00
10444	8" DR18 PVC Reuse Main	500	LF	\$17.45		\$8,725.00
10444	8" Joint Restraints	6	EACH	\$138.64		\$831.84
10444	8" Sleeve	1	EACH	\$562.37		\$562.37
10444	8" Gate Valve	1	EACH	\$1,454.14		\$1,454.14
10444	Flushing Hydrant	1	EACH	\$1,635.55		\$1,635.55
10444	Locate Wire Bag	1	EACH	\$231.17		\$231.17
10444	Valve Box Installation	1	EACH	\$283.26		\$283.26
10444	3 x 8" Tee	1	EACH	\$495.88		\$495.88
10444	8" 45 Bend	2	EACH	\$357.94		\$715.88
10444	8" 22.5 Bend	4	EACH	\$265.97		\$1,063.88
10444	8" Cap	1	EACH	\$221.80		\$221.80
10444	8" Coupled	1	EACH	\$3,540.86		\$3,540.86
10444	Flush Out for Reuse Main	540.00	LF	\$1.76		\$950.40
10444	Flushing for Reuse Main	540.00	LF	\$0.68		\$375.20
10444	Locate Wire Test For Reuse Main	540.00	LF	\$0.51		\$275.40
10444	Pressure Test for Reuse Main	540.00	LF	\$1.95		\$1,053.00
Total Price for above 090 Reuse Water Main Items:					\$25,858.64	
				Entry Road Total		\$377,854.93

Linda Scandurra

From: Jim Oliver <joliver@gmsnf.com>
Sent: Thursday, June 30, 2022 1:15 PM
To: Linda Scandurra; Art Lancaster
Cc: Wesley Haber; Shelby Stephens; David Crosby; George Katsaras
Subject: Bannon Lakes CDD - Requisition for Preserve at Bannon Lakes reimbursement (Pulte)
Attachments: Consulting Engineer's Certificate.pdf

Linda: See highlighted below. Will you please prepare requisition for chairman's signature?

Thanks,
Jim

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

On Jun 30, 2022, at 1:11 PM, George Katsaras <KatsarasG@etminc.com> wrote:

Attached is the revised Engineer's Certificate with Exhibit A.

Jim, Could you have someone prepare the requisition and sent over for signature.

Thank you

George Katsaras, P.E.
Vice President / Shareholder
England-Thims & Miller, Inc.
d: 904.265.3150
m: 904.504.8627

From: Haber, Wesley S. <Wesley.Haber@KutakRock.com>
Sent: Thursday, June 30, 2022 11:00 AM
To: George Katsaras <KatsarasG@etminc.com>; Jim Oliver <joliver@gmsnf.com>
Cc: Shelby Stephens <sstephens@gmsnf.com>; David Crosby <david.crosby@pulte.com>
Subject: RE: Preserve at Bannon Lakes CDD reimbursement (Pulte)

Good morning,

My only comment to the documents is that the Engineer's Certificate needs to have Exhibit A, which is a description of the improvements, attached. Once this occurs, I agree that the next step is the preparation of the requisition. **The requisition should be made payable to Pulte Home Company, LLC in the amount of \$377,854.93 for the payment of Phase 2A Entry Road Improvements.**

Please let me know if you have any questions.

Thanks.

Wesley S. Haber

Kutak Rock LLP – Tallahassee Office
wesley.haber@kutakrock.com
p: 850.692.7305 m: 850.566.3413

From: George Katsaras <KatsarasG@etminc.com>
Sent: Thursday, June 30, 2022 8:30 AM
To: Jim Oliver <joliver@gmsnf.com>; Haber, Wesley S. <Wesley.Haber@KutakRock.com>
Cc: Shelby Stephens <sstephens@gmsnf.com>; David Crosby <david.crosby@pulte.com>
Subject: RE: Preserve at Bannon Lakes CDD reimbursement (Pulte)

[CAUTION - EXTERNAL SENDER]

Jim,

Subject to Wes' approval that all the documentation is in order, I believe the next step is to have the requisition prepared and then executed. Is that something Shelby can prepare?

Wes, Please confirm next steps.

Thank you

George Katsaras, P.E.
Vice President / Shareholder
England-Thims & Miller, Inc.
d: 904.265.3150
m: 904.504.8627

From: Jim Oliver <joliver@gmsnf.com>
Sent: Wednesday, June 29, 2022 5:55 PM
To: Wesley Haber <Wesley.Haber@KutakRock.com>; George Katsaras <KatsarasG@etminc.com>
Cc: Shelby Stephens <sstephens@gmsnf.com>; David Crosby <david.crosby@pulte.com>
Subject: Fwd: Preserve at Bannon Lakes CDD reimbursement (Pulte)
Importance: High

Wes/George:

Attached are completed and executed forms from Vallencourt, ETM, and Pulte. Please advise next step so we can get requisition for payment to Pulte processed.

Thanks,
Jim

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

Begin forwarded message:

From: David Crosby <Aubrey.Crosby@Pulte.com>
Subject: RE: Preserve at Bannon Lakes CDD reimbursement (Pulte)
Date: June 28, 2022 at 3:56:30 PM EDT
To: Jim Oliver <joliver@gmsnf.com>

Hey Jim. Please see the attached executed documents. Please let me know if you need anything else. Thanks.

David Crosby

Manager Land Development | North East Florida
12724 Gran Bay Parkway W Suite 200
Jacksonville, FL 32258
direct (904) 686- 3477 | cell (904) 891-0584
david.crosby@pulte.com

CAUTION: This email originated from outside of ETM. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<image001.png>

<image002.png>

From: Jim Oliver <joliver@gmsnf.com>
Sent: Thursday, June 16, 2022 4:24 PM
To: George Katsaras <KatsarasG@etminc.com>; Mike Vallencourt II <mike2@vallencourt.com>; David Crosby <david.crosby@pulte.com>
Cc: Wesley Haber <Wesley.Haber@KutakRock.com>; Shelby Stephens <sstephens@gmsnf.com>
Subject: Preserve at Bannon Lakes CDD reimbursement (Pulte)

External Sender

ALL: Attached are forms for completion and execution so Pulte can be reimbursed for Bannon Lakes Phase 2 Entry Road Improvements. Fine to complete forms by hand. Upon

execution, please email forms to Shelby Stephens (copied on this email). Thanks very much for your help in getting the acquisition packet put together.

Forms to be completed:

Pulte: - (1) Affidavit regarding costs paid and (2) Letter agreement for acquisition for Phase 2A entry road improvements.

Vallencourt - Acknowledgment and Release.

ETM - Consulting Engineers Certificate.

Thanks,
Jim

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

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This E-mail message is confidential, is intended only for the named recipients above and may contain information that is privileged, attorney work product or otherwise protected by applicable law. If you have received this message in error, please notify the sender at 402-346-6000 and delete this E-mail message.

Thank you.

CAUTION: This email originated from outside of ETM. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<Consulting Engineer's Certificate.pdf>

REQUISITION NO. 39
(2021 Acquisition and Construction Account)

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

\$7,415,000
Special Assessment Revenue Bonds, Series 2021

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

(A) Requisition Number: 39

(B) Name of Payee: Vallencourt Construction Co. Inc.

(C) Amount Payable: \$36,475.80

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund or Account from which disbursement to be made: 2021 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2021 Project payable from the 2021 Acquisition and Construction Account that have not previously been paid.
2. each disbursement set forth above is a proper charge against the 2021 Costs of Issuance Account.

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

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

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

Dated: **July 11, 2022**

**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Arthur E. Lancaster

Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By: _____

Title: _____

Jerry V. Katsana 7/25/22
District Engineer

[Invoices to be Attached]



Michael A. Vallencourt
President

Frank Vallencourt
Executive Vice-President

Marcus McNamary
Vice-President

Sixty Years of Service to Northeast Florida

TITLE: CS Modification

DATE: 7/11/2022

PROJECT: Bannon Lakes Control Structure

JOB #: 2022-01

TO: Jim Oliver

CONTRACT #: N/A

Bannon Lakes CDD
475 West Town Place Suite 114
Saint Augustine, FL 32092
Phone: 904-940-5850

Fax: joliver@gmsnf.com

CS Modification

Item #	Description	Qty.	Units	Unit Price	Total
1	Modify Existing CS	1	Lump Sum	\$ 36,475.80	\$ 36,475.80
				Total	\$ 36,475.80

Notes: Increase size of control structure.

*Bannon CDD
Modification*

AGREED:

**Vallencourt Construction
Company, Inc.**

By: _____

Date: _____

CS Modificaiton

Item #	Description	Qty.	Units	Unit Price	Total
1	Dewater and Plug Existing	1	LS	\$ 4,500.00	\$ 4,500.00
2	Type H Dog Box	1	EA	\$31,975.80	\$ 31,975.80
				\$	36,475.80

REQUISITION NO. 40
(2021 Acquisition and Construction Account)

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

\$7,415,000
Special Assessment Revenue Bonds, Series 2021

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

(A) Requisition Number: 40

(B) Name of Payee: ETM

(C) Amount Payable: \$48.90

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund or Account from which disbursement to be made: 2021 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2021 Project payable from the 2021 Acquisition and Construction Account that have not previously been paid.
2. each disbursement set forth above is a proper charge against the 2021 Costs of Issuance Account.

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

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

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

Dated: **July 18, 2022**


**BANNON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Arthur E. Lancaster
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By:  7/25/22
Title: District Engineer

[Invoices to be Attached]



Art Lancaster
Bannon Lakes, CDD
700 Ponte Vedra Lakes Boulevard
Ponte Vedra Beach, FL 32082

July 13, 2022
Project No: 19208.00000
Invoice No: 0203904

Registrator

Project 19208.00000 Bannon Lakes Force Main - International Golf Parkway I-95

Professional Services rendered through July 2, 2022

Task Lump Sum

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
1. Pre-Design Concept Plans	5,000.00	100.00	5,000.00	5,000.00	0.00
2. Forcemain Construction Plans	36,000.00	100.00	36,000.00	36,000.00	0.00
3. DEP Sanitary Sewer Collection Sys Ind	3,500.00	100.00	3,500.00	3,500.00	0.00
4. St. Johns County Development Review	25,000.00	100.00	25,000.00	25,000.00	0.00
5. FDOT Utility Permit	15,000.00	100.00	15,000.00	15,000.00	0.00
6. NPDES Notice of Intent	1,500.00	0.00	0.00	0.00	0.00
Total Fee	86,000.00		84,500.00	84,500.00	0.00
Total Fee					0.00
Total this Task					0.00

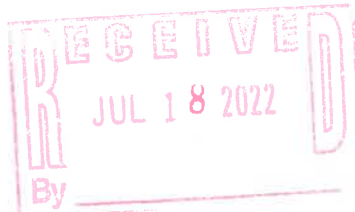
Task XP Expenses

Expenses

Delivery / Messenger Svc		42.52	
Total Expenses	1.15 times	42.52	48.90
Total this Task			\$48.90

Invoice Total this Period \$48.90

Approval _____
Entity _____
Account _____
Entered _____
Draw _____
Note _____



England-Thimms & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel 904-642-8990 • Fax 904-646-9485
CA-00002594 LC-0000316

2.

CDD Storm Water Needs Analysis - Limitations and Assumptions

Project Name: **Bannon Lakes CDD** Date: **6/13/2022**
Project Location: **North of International Golf Pkwy and east of I-95** Etm Job No. **13-061-30**
Project City / State: **Jacksonville and St Johns County / Florida**

Storm Water Need Analysis Limitations and Assumptions:

England, Thims & Miller, Inc. (ETM) drafted a portion of the storm water need analysis based on limited information. This information includes, when available, approved Engineering Plans and Permits that were issued by St. Johns County Development Services and the St. Johns River Water Management District. Since, this is a Community Development District (CDD) that was phased there are numerous approved Plans and Permits.

ETM did not conduct an exhaustive search of the regulating documents for this project due to a limited scope and budget. The intent is to provide estimates sufficient to respond to the Storm Water Need Analysis as required by the State of Florida's Office of Economic & Demographic Research. This level of accuracy was confirmed during the State of Florida's Webinars regarding the Storm Water Need Analysis.

Due to the nature of the analysis for this project, there are many assumptions and limitations required. It should be noted that the intent is to provide the State of Florida with a proposed budget for Storm Water Needs for the next 20 years. Due to the assumptions and limitations, this analysis should not be relied upon for any use other than the fulfillment by the CDD to fill out the State of Florida's Storm Water Need Analysis forms.

Assumptions / Limitations:

1. Generally there will be no major replacements required of storm water infrastructure that exceeds 5% of the maintenance budget in any given year.
2. The CDD Boundary will not be revised or expanded during the 20 year period designated in this analysis.
3. Maintenance budget figures are provided by the District Manager.
4. No survey or field work was performed to determine the details of the storm water management system; including lengths of culverts or ditches.
5. Generalized data were obtained from various engineering plans that were prepared for the development of the CDD infrastructure.
6. Projections of the maintenance budget numbers based on optional growth rate schedules spreadsheet provided by the State of Florida Department of Economic and Demographic Research.



England - Thims & Miller, Inc.
14775 Old St. Augustine Rd., Jacksonville, FL 32258
Phone (904) 642-8990 Reg No: 2584

Bannon Lakes Community Development District (District)

Storm Water Management Plan

Revised: 6-13-2022

1. The intent of this plan is to adhere to the rules and regulations stated in the St. Johns River Water Management District Environmental Resource Permits and the St. Johns County Development Services Permits for this project.
2. All permitted Storm Water Management Facilities (SMFs) will be maintained as required. Maintenance includes routine mowing of the SMFs, the repair and maintenance of the outfall control structures, removal of debris that may clog the outfall systems and other related maintenance that may be required from time to time.
3. At least once every two years, the storm water management facilities including outfall control structures shall be reviewed by the Engineer of Record and may be performed during annual review by the District. If there are deficiencies, repairs are other matters that need attention, the Engineer of Record shall notify the District of the issues together with options (if available) to repair or mitigate for these deficiencies. The date of field review and name of field representative(s) shall be recorded as part of the report to the District.
4. Lands within Conservation Easements will be maintained by the District (see attached Master Site Plan). Maintenance shall include, but not be limited to removing dead trees as may be required to provide a safe environment.
5. Preserved wetlands and conservations areas, storm water management facilities and other areas shall be protected from erosion and siltation, scouring, dewatering or excessive turbidity, resulting from all construction activities including home building.

Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:	Bannon Lakes Community Development District
Name of stormwater utility, if applicable:	N/A
Contact Person	
Name:	Jim Oliver
Position/Title:	Managing Director
Email Address:	JOliver@gmsnf.com
Phone Number:	(904) 940-5850 x 406

Indicate the Water Management District(s) in which your service area is located.

<input type="checkbox"/>	Northwest Florida Water Management District (NWFWMMD)
<input type="checkbox"/>	Suwannee River Water Management District (SRWMD)
<input checked="" type="checkbox"/>	St. Johns River Water Management District (SJRWMD)
<input type="checkbox"/>	Southwest Florida Water Management District (SWFWMD)
<input type="checkbox"/>	South Florida Water Management District (SFWMD)

Indicate the type of local government:

<input type="checkbox"/>	Municipality
<input type="checkbox"/>	County
<input checked="" type="checkbox"/>	Independent Special District

Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:
Bannon Lakes CDD is a large residential community that was developed in several phases that were permitted, designed and constructed in accordance with St Johns County and St Johns River Water Management District regulations. The management of stormwater is regulated with the multiple stormwater management facilities (SMF's) and control structures constructed throughout the community.

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water quality improvement (TMDL Process/BMAPs/other)					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise					
Other:					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
St Johns River Water Management District and St Johns County Permit Compliance					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.	
• Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?	No
If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:	
• Does your jurisdiction have a dedicated stormwater utility?	No
If no, do you have another funding mechanism?	Yes
If yes, please describe your funding mechanism.	
Funding mechanism is through the CDD that assess fees for each lot in the community. These funds are set aside as needed to provide for the ongoing maintenance needs of the stormwater management system.	
• Does your jurisdiction have a Stormwater Master Plan or Plans?	Yes
If Yes:	
How many years does the plan(s) cover?	Life of the project
Are there any unique features or limitations that are necessary to understand what the plan does or does not address?	
Please provide a link to the most recently adopted version of the document (if it is published online):	
N/A	
• Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?	No
If Yes, does it include 100% of your facilities?	
If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?	

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	No
An illicit discharge inspection and elimination program?	No
A public education program?	No
A program to involve the public regarding stormwater issues?	No
A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ?	No
A stormwater ordinance compliance program (i.e., for low phosphorus fertilizer)?	No
Water quality or stream gage monitoring?	No
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc.)?	No
A system for managing stormwater complaints?	Yes
Other specific activities?	

Notes or Comments on any of the above:

Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (i.e., systems that are dedicated to public ownership and/or operation upon completion)?

	No
--	----

Notes or Comments on the above:

The project is fully constructed and it is not anticipated that any new facilities will be constructed.

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No):

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?	Yes
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	Yes
Invasive plant management associated with stormwater infrastructure?	Yes
Ditch cleaning?	Yes
Sediment removal from the stormwater system (vector trucks, other)?	No
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)?	No
Street sweeping?	No
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	No
Non-structural programs like public outreach and education?	No
Other specific routine activities?	

The roads for this community are owned by St Johns County. St Johns County does street cleaning on their own schedule.

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:		Feet
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:		
Estimated number of storage or treatment basins (i.e., wet or dry ponds):		
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, etc. :	0	
Number of chemical treatment systems (e.g., alum or polymer injection):	0	
Number of stormwater pump stations:	0	
Number of dynamic water level control structures (e.g., operable gates and weirs that control canal water levels):	0	
Number of stormwater treatment wetland systems:	0	
Other:		

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes	No	No
Rain gardens	No	No
Green roofs	No	No
Pervious pavement/pavers	No	No
Littoral zone plantings	No	No
Living shorelines	No	No
Other Best Management Practices:		

Please indicate which resources or documents you used when answering these questions (check all that apply).

<input type="checkbox"/>	Asset management system
<input type="checkbox"/>	GIS program
<input type="checkbox"/>	MS4 permit application
<input type="checkbox"/>	Aerial photos
<input type="checkbox"/>	Past or ongoing budget investments
<input type="checkbox"/>	Water quality projects
Other(s):	
Engineering plans and permits	

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government's population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district's boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

A shapefile of the project boundary will be included with this submittal

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (e.g., the expiration of an interlocal agreement, introduction of an independent special district, etc.).

No changes anticipated

[Proceed to Part 5](#)

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template's service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, "services" means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects.

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project's capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR's website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance

Expenditures (in \$thousands)

		LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
		95	506	567	638	718
Operation and Maintenance Costs						
Brief description of growth greater than 15% over any 5-year period:						

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vector/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection

Project Name	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

5.2.2 Water Quality

Project Name (or, if applicable, BMAP Project Number or ProjID)	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection

Project Name	Expenditures (in \$thousands)				
	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42	
N/A					

5.3.2 Water Quality

Project Name (or, if applicable, BMAP Project Number or ProjID)	Expenditures (in \$thousands)				
	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42	
N/A					

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

☐ Stormwater Master Plan

☐ Basin Studies or Engineering Reports

☐ Adopted BMAP

☐ Adopted Total Maximum Daily Load

☐ Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan

Specify:

SJRWMD and SJIC approved engineering plans and permits

☒ Other(s):

Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Resiliency Projects with a Committed Funding Source		Expenditures (in \$thousands)			
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

Resiliency Projects with No Identified Funding Source		Expenditures (in \$thousands)			
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

- Has a vulnerability assessment been completed for your jurisdiction's storm water system?

If no, how many facilities have been assessed?

No
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?

If yes, please provide a link if available:

No
- If no, is a planning effort currently underway?

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

Project Name	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

End of Useful Life Replacement Projects with No Identified Funding Source

Project Name	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

<p>This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as "actual" expenditures.</p>
<p>Consistent with expenditure projections, the jurisdiction's actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR's interpretation of subparagraph 403.9302(3)(f), F.S., is that "capital account" refers to any reserve account developed specifically to cover future expenditures.</p>
<p>Note that for this table:</p> <ul style="list-style-type: none">• Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.• Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.• Bond proceeds should reflect only the amount expended in the given year.• A reserve is a dedicated account to accumulate funds for a specific future expenditure.• An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.
<p>The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.</p>
<p>If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.</p>

Routine O&M

	Total	Funding Sources for Actual Expenditures					Contributions to Reserve Account	Balance of Reserve Account
		Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund			
2016-17		13						
2017-18		75						
2018-19		80						
2019-20		94						
2020-21		95						

Expansion

	Total	Funding Sources for Actual Expenditures					Contributions to Reserve Account	Balance of Reserve Account
		Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund			
2016-17	N/A							
2017-18	N/A							
2018-19	N/A							
2019-20	N/A							
2020-21	N/A							

Resiliency

	Total	Funding Sources for Actual Expenditures					Contributions to Reserve Account	Balance of Reserve Account
		Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund			
2016-17	N/A							
2017-18	N/A							
2018-19	N/A							
2019-20	N/A							
2020-21	N/A							

Replacement of Aging Infrastructure

	Total	Funding Sources for Actual Expenditures					Contributions to Reserve Account	Balance of Reserve Account
		Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund			
2016-17	N/A							
2017-18	N/A							
2018-19	N/A							
2019-20	N/A							
2020-21	N/A							

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, i.e., EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	506	567	638	718
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	506	567	638	718

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A				
Total	0	0	0	0
Remaining Unfunded Needs	0	0	0	0



BANNON LAKES
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE MAINTENANCE PLAN 06-13-2022

Englund-Thins & Miller, Inc.
 14775 Old St. Augustine Road
 Jacksonville, FL 32256
 TEL: (904) 642-8900
 FAX: (904) 642-8940
 CA - 0002884 LC - 000016

ETM
 VISION • EXPERIENCE • RESULTS

C.

NOTICE OF MEETINGS
BANNON LAKES
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Bannon Lakes Community Development District will hold their regularly scheduled public meetings for **Fiscal Year 2023** at the World Golf Village Renaissance Hotel, 500 S. Legacy Trail, St. Augustine, FL 32092 at 1:00 p.m. on the first Wednesday of each month listed (unless notated otherwise*) as follows:

November 2, 2022 (Landowners' Meeting)
February 1, 2023
May 3, 2023
August 2, 2023

D.



Manager Report Amenities & Operations

Date of report: 07/26/2022

Submitted by: Denise Powers

Club House Usage:

Reservations for the Club House continue. It continues to be reserved on weekends for parties and events, as well as during the week. We currently have 6 different club meetings/community activities throughout the month.

CLUBS ACTIVE AT BANNON LAKES

- Monday: Mahjong 1:00pm-5:00pm
- 1st Tuesday: Book Club 6:30pm-10:00pm
- Wednesday: Women's Card Club 1:00-5:00pm
Men's Card Club 5:30-9:00pm
- Thursday: Games Club 1:00-5:00pm
- 3rd Friday: Bunco 5:00-10:00pm (*adjusted as needed to accommodate resident reservations*)
- Painting Club – every other month on odd months only
- Trivia Club – attempts in May did not go well. Final attempt scheduled for 7/28

Resident Requested Upgrades:

- Additional playground equipment
- Shade cover for playground
- FY23 use rubber mulch for playground
- Fencing around Basketball Court
- Benches along Bannon Lakes Blvd
- Review of fitness equipment to add additional pieces
- Signage at the roundabout in front of clubhouse to properly direct vehicles

Completed Projects

- Clubhouse, Restroom and Fitness Center Floors Professionally Cleaned
- New Janitorial Company started Friday, June 3rd – cleaning on Monday and Friday nights
- Wall plating installation in Fitness Center completed 7/18
- No trespassing sign add to the end of the berm along property line

- Berm Projects completed
 - Anise replaced with viburnum
 - continue with monthly review to replace dead anise with viburnum
 - Trees trimmed
- Grass area along Duran seeded
- Trees along Duran trimmed and last 3 oaks received crowing treatment

Pending Projects

- Annual Pressure washing of Amenity Facility
- Touch up painting
 - Indoor Painting Quotes to be presented at December Meeting
- Camera/Security Proposals
 - Quotes to be presented at December Meeting
- Replacement fence caps/posts for playground fence
 - on order to color match

What has Bannon Lakes been up to?

Food Trucks:

Thursdays

Food Trucks are scheduled weekly for our “Food Truck Thursdays”. Food Trucks continue to do well.

Mobile Barbershop – The King’s Chair

2/month

The barbershop has asked to continue coming to Bannon Lakes as they have been received with a warm welcome from the community. Based upon current community participation the Barbershop is excited to continue to visit Bannon Lakes twice per month.

Upcoming & Completed Events

Saturday, June 4th – Summer Kick Off Event: Live Music, Games & Food Trucks

Saturday, August 6th – Back to School Event: Sponsored by Pulte – Games, DJ, Prizes, Food and more

Community Communication

- Weekly update sent out on Mondays via Email and CDD Facebook Page
- Weekly Food Truck update sent out on Thursdays via Email and CDD Facebook Page
- Monthly Newsletter sent out on the 1st of each month via Email and CDD Facebook Page
- Additional Emails and Facebook posts sent out as needed throughout the month

EIGHTEENTH ORDER OF BUSINESS

A.

Bannon Lakes
Community Development District
Unaudited Financial Statements
as of
June 30, 2022

Bannon Lakes
Community Development District
Combined Balance Sheet
June 30, 2022

	<i>General</i>	<i>Debt Service</i>	<i>Capital Project</i>	<i>Capital Reserve</i>	<i>Memorandum Only</i>
<u>Assets:</u>					
Cash	\$257,516	---	---	\$182,070	\$439,586
SBA - GF	\$101,914	---	---	---	\$101,914
Investments:					
<i>Series 2016</i>					
Reserve	---	\$371,375	---	---	\$371,375
Interest	---	---	---	---	\$0
Revenue	---	\$488,551	---	---	\$488,551
Prepayment	---	---	---	---	\$0
Due From General Fund	---	\$10,738	---	---	\$10,738
<i>Series 2021</i>					
Reserve	---	\$207,150	---	---	\$207,150
Revenue	---	\$62,402	---	---	\$62,402
Interest	---	\$0	---	---	\$0
Prepayment	---	\$0	---	---	\$0
Due From General Fund	---	\$2,067	---	---	\$2,067
Construction	---	---	\$465,488	---	\$465,488
<i>Series 2022</i>					
Reserve	---	\$260,900	---	---	\$260,900
Interest	---	\$525,251	---	---	\$525,251
Construction	---	---	\$1,137,980	---	\$1,137,980
COI	---	---	\$40,000	---	\$40,000
Prepaid Expenses	\$3,708	---	---	---	\$3,708
Assessment Receivable	---	\$67,875	---	---	\$67,875
Utilities Deposit	\$50	---	---	---	\$50
<i>Total Assets</i>	<u>\$363,189</u>	<u>\$1,996,309</u>	<u>\$1,643,468</u>	<u>\$182,070</u>	<u>\$4,185,035</u>
<u>Liabilities:</u>					
Accounts Payable	\$1,142	---	---	\$5,960	\$7,101
Accrued Expenses	\$1,300	---	---	---	\$1,300
<i>Fund Balances:</i>					
Restricted for Debt Service 2016	\$10,738	\$870,664	---	---	\$881,403
Restricted for Debt Service 2021	\$2,067	\$339,494	---	---	\$341,561
Restricted for Debt Service 2022	---	\$786,151	---	---	\$786,151
Restricted for Capital Projects 2021	---	---	\$465,488	---	\$465,488
Restricted for Capital Projects 2022	---	---	\$1,177,980	---	\$1,177,980
Restricted for Capital Reserve	---	---	---	\$176,110	\$176,110
Nonspendable	\$50	---	---	---	\$50
Unassigned	\$347,891	---	---	\$0	\$347,891
<i>Total Liabilities & Fund Equity</i>	<u>\$363,189</u>	<u>\$1,996,309</u>	<u>\$1,643,468</u>	<u>\$182,070</u>	<u>\$4,185,035</u>

Bannon Lakes
Community Development District
GENERAL FUND
Statement of Revenues & Expenditures
For the Period ending June 30, 2022

	<i>Adopted</i>	<i>Prorated</i>	<i>Actual</i>	
	<i>Budget</i>	<i>Thru 06/30/22</i>	<i>Thru 06/30/22</i>	<i>Variance</i>
<u>REVENUES:</u>				
<i>Assessment - Tax Roll</i>	\$444,880	\$444,880	\$444,964	\$84
<i>Assessment - Direct</i>	\$59,873	\$54,535	\$54,535	\$0
<i>Developer Contributions</i>	\$105,308	\$0	\$0	\$0
<i>Interest</i>	\$150	\$113	\$293	\$181
<i>Facility Revenue</i>	\$300	\$225	\$300	\$75
<i>Total Revenues</i>	\$610,511	\$499,752	\$500,092	\$340
<u>EXPENDITURES:</u>				
<i>Supervisors</i>	\$1,200	\$900	\$800	\$100
<i>FICA Expense</i>	\$0	\$0	\$61	(\$61)
<i>Engineering</i>	\$4,000	\$3,000	\$1,039	\$1,961
<i>Attorney Fees</i>	\$12,000	\$9,000	\$5,765	\$3,235
<i>Dissemination</i>	\$7,500	\$5,625	\$5,825	(\$200)
<i>Annual Audit</i>	\$5,500	\$6,000	\$6,000	\$0
<i>Arbitrage</i>	\$1,200	\$1,200	\$1,200	\$0
<i>Assessment Roll</i>	\$5,000	\$5,000	\$5,000	\$0
<i>Trustee Fees</i>	\$8,000	\$8,000	\$8,000	(\$0)
<i>Management Fees</i>	\$46,800	\$35,100	\$32,867	\$2,233
<i>Information Technology</i>	\$1,800	\$1,350	\$1,350	\$0
<i>Telephone</i>	\$500	\$375	\$123	\$252
<i>Postage</i>	\$500	\$375	\$276	\$99
<i>Insurance</i>	\$6,641	\$6,641	\$6,248	\$393
<i>Meeting Room Rental</i>	\$2,000	\$1,813	\$1,813	\$0
<i>Printing and Binding</i>	\$1,600	\$1,200	\$1,206	(\$6)
<i>Legal Advertising</i>	\$2,000	\$1,500	\$580	\$920
<i>Other Current Charges</i>	\$500	\$375	\$137	\$238
<i>Office Supplies</i>	\$500	\$375	\$117	\$258
<i>Website Services</i>	\$1,200	\$900	\$900	\$0
<i>Dues, Licenses & Subscriptions</i>	\$175	\$175	\$175	\$0
<i>Total Administrative</i>	\$108,616	\$88,904	\$79,482	\$9,421
<u>Amenity Center</u>				
<i>Insurance</i>	\$17,009	\$17,009	\$16,002	\$1,007
<i>Utilities</i>				
<i>Phone/Internet/Cable</i>	\$5,400	\$4,050	\$4,624	(\$574)
<i>Electric</i>	\$25,000	\$18,750	\$11,500	\$7,250
<i>Water/Irrigation</i>	\$15,000	\$11,250	\$7,178	\$4,072
<i>Gas</i>	\$200	\$150	\$0	\$150
<i>Refuse</i>	\$4,600	\$3,450	\$5,426	(\$1,976)
<i>Security</i>				
<i>Security Monitoring</i>	\$600	\$450	\$0	\$450
<i>Access Cards</i>	\$2,500	\$1,875	\$735	\$1,140
<i>Management Contracts</i>				
<i>Facility Management</i>	\$61,800	\$46,350	\$46,350	\$0

Bannon Lakes
Community Development District
GENERAL FUND
Statement of Revenues & Expenditures
For the Period ending June 30, 2022

	<i>Adopted</i>	<i>Prorated</i>	<i>Actual</i>	
	<i>Budget</i>	<i>Thru 06/30/22</i>	<i>Thru 06/30/22</i>	<i>Variance</i>
<i>Continued Management Contacts</i>				
<i>Field Mgmt/ Admin</i>	\$20,116	\$15,087	\$15,087	\$0
<i>Pool Maintenance</i>	\$12,000	\$9,000	\$8,199	\$801
<i>Pool Chemicals</i>	\$10,000	\$7,500	\$4,315	\$3,185
<i>Janitorial</i>	\$7,000	\$5,250	\$7,030	(\$1,780)
<i>Janitorial Supplies</i>	\$3,450	\$2,588	\$1,348	\$1,239
<i>Facility Maintenance</i>	\$7,500	\$5,625	\$8,076	(\$2,451)
<i>Repairs & Maintenance</i>	\$27,500	\$20,625	\$21,200	(\$575)
<i>Special Events</i>	\$5,000	\$3,750	\$4,441	(\$691)
<i>Holiday Decorations</i>	\$1,500	\$1,125	\$706	\$419
<i>Fitness Center Repairs/Supplies</i>	\$900	\$675	\$4,700	(\$4,025)
<i>Office Supplies</i>	\$1,500	\$1,125	\$1,014	\$111
<i>ASCAP/BMI Licenses</i>	\$500	\$375	\$0	\$375
<i>Pest Control</i>	\$3,100	\$2,325	\$2,290	\$35
<i>Amenity Center Expenditures</i>	\$232,175	\$178,384	\$170,220	\$8,164
<i>Ground Maintenance Expenditures</i>				
<i>Hydrology Quality/Mitigation</i>	\$3,000	\$2,250	\$0	\$2,250
<i>Landscape Maintenance</i>	\$151,706	\$113,779	\$113,779	\$0
<i>Landscape Contingency</i>	\$20,000	\$20,000	\$23,992	(\$3,992)
<i>Lake Maintenance</i>	\$7,800	\$5,850	\$6,095	(\$245)
<i>Ground Maintenance</i>	\$5,000	\$3,750	\$3,608	\$142
<i>Pump Repairs</i>	\$2,000	\$1,500	\$5,011	(\$3,511)
<i>Streetlights</i>	\$9,630	\$7,223	\$6,793	\$430
<i>Streetlight Repairs</i>	\$5,000	\$3,750	\$0	\$3,750
<i>Irrigation Repairs</i>	\$7,500	\$5,625	\$10,146	(\$4,521)
<i>Miscellaneous</i>	\$5,000	\$3,750	\$0	\$3,750
<i>Reclaim Water</i>	\$50,000	\$37,500	\$26,411	\$11,089
<i>Capital Reserve</i>	\$3,084	\$0	\$0	\$0
<i>Total Ground Maintenance Expenditures</i>	\$269,720	\$204,977	\$195,834	\$9,142
<i>TOTAL EXPENSES</i>	\$610,511	\$472,264	\$445,536	\$26,727
<i>EXCESS REVENUES (EXPENDITURES)</i>	\$0	\$54,555		
<i>FUND BALANCE - Beginning</i>	\$0	\$293,386		
<i>FUND BALANCE - Ending</i>	\$0	\$347,941		

Bannon Lakes
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2022

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Revenues:</u>													
Assessments - Tax Roll	\$0	\$62,117	\$91,292	\$271,349	\$6,835	\$6,932	\$2,841	\$0	\$3,598	\$0	\$0	\$0	\$444,964
Assessments - Direct	\$9,630	\$0	\$9,630	\$0	\$10,677	\$14,556	\$5,021	\$0	\$5,021	\$0	\$0	\$0	\$54,535
Developer Contributions - FR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest	\$8	\$9	\$11	\$12	\$12	\$25	\$38	\$73	\$105	\$0	\$0	\$0	\$293
Facility Revenue	\$150	\$0	\$50	\$0	\$50	\$25	\$25	\$0	\$0	\$0	\$0	\$0	\$300
Total Revenues	\$9,788	\$62,125	\$100,983	\$271,361	\$17,574	\$21,539	\$7,925	\$73	\$8,724	\$0	\$0	\$0	\$500,092

<u>Expenditures:</u>													
<u>Administrative</u>													
Supervisors	\$0	\$200	\$0	\$0	\$200	\$200	\$0	\$200	\$0	\$0	\$0	\$0	\$800
FICA Expense	\$0	\$15	\$0	\$0	\$15	\$15	\$0	\$15	\$0	\$0	\$0	\$0	\$61
Engineering	\$0	\$0	\$0	\$0	\$844	\$0	\$0	\$0	\$195	\$0	\$0	\$0	\$1,039
Attorney Fees	\$0	\$193	\$209	\$481	\$1,814	\$731	\$695	\$1,643	\$0	\$0	\$0	\$0	\$5,765
Dissemination	\$683	\$583	\$583	\$583	\$583	\$583	\$808	\$708	\$708	\$0	\$0	\$0	\$5,825
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000	\$0	\$0	\$0	\$0	\$6,000
Arbitrage	\$0	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200
Assessment Roll	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Trustee Fees	\$1,333	\$0	\$0	\$6,667	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,000
Management Fees	\$3,900	\$3,900	\$3,900	\$3,900	\$3,900	\$1,667	\$3,900	\$3,900	\$3,900	\$0	\$0	\$0	\$32,867
Computer Time	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$0	\$0	\$0	\$1,350
Telephone	\$0	\$0	\$0	\$0	\$0	\$30	\$41	\$0	\$52	\$0	\$0	\$0	\$123
Postage	\$16	\$15	\$138	\$6	\$10	\$18	\$8	\$27	\$38	\$0	\$0	\$0	\$276
Insurance	\$6,248	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,248
Meeting Room Rental	\$0	\$313	\$0	\$0	\$563	\$563	\$0	\$375	\$0	\$0	\$0	\$0	\$1,813
Printing and Binding	\$6	\$3	\$169	\$7	\$56	\$474	\$2	\$57	\$432	\$0	\$0	\$0	\$1,206
Legal Advertising	\$157	\$0	\$0	\$81	\$10	\$76	\$86	\$77	\$92	\$0	\$0	\$0	\$580
Other Current Charges	\$28	\$33	\$28	\$10	\$0	\$0	\$0	\$17	\$21	\$0	\$0	\$0	\$137
Office Supplies	\$0	\$15	\$0	\$0	\$1	\$28	\$51	\$6	\$15	\$0	\$0	\$0	\$117
Website Services	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$0	\$0	\$900
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$17,797	\$5,521	\$5,277	\$13,185	\$8,245	\$4,635	\$5,843	\$13,277	\$5,704	\$0	\$0	\$0	\$79,482

<u>Amenity Center</u>													
Insurance	\$16,002	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,002
Phone/Internet/Cable	\$432	\$432	\$432	\$432	\$213	\$649	\$665	\$685	\$685	\$0	\$0	\$0	\$4,624
Electric	\$1,155	\$955	\$1,108	\$1,274	\$1,320	\$1,321	\$1,457	\$1,500	\$1,411	\$0	\$0	\$0	\$11,500
Water/Irrigation	\$734	\$935	\$879	\$756	\$743	\$867	\$638	\$695	\$931	\$0	\$0	\$0	\$7,178
Gas	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Refuse	\$430	\$435	\$568	\$568	\$915	\$610	\$635	\$633	\$633	\$0	\$0	\$0	\$5,426
Security Monitoring	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Access Cards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$735	\$0	\$0	\$0	\$0	\$735
Facility Management	\$5,150	\$5,150	\$5,150	\$5,150	\$5,150	\$5,150	\$5,150	\$5,150	\$5,150	\$0	\$0	\$0	\$46,350
Field Mgmt/ Admin	\$1,676	\$1,676	\$1,676	\$1,676	\$1,676	\$1,676	\$1,676	\$1,676	\$1,676	\$0	\$0	\$0	\$15,087
Pool Maintenance	\$911	\$911	\$911	\$911	\$911	\$911	\$911	\$911	\$911	\$0	\$0	\$0	\$8,199
Pool Chemicals	\$0	\$585	\$0	\$604	\$0	\$0	\$888	\$478	\$1,761	\$0	\$0	\$0	\$4,315
Janitorial	\$583	\$583	\$583	\$583	\$583	\$1,114	\$1,114	\$1,114	\$771	\$0	\$0	\$0	\$7,030
Janitorial Supplies	\$274	\$440	\$218	\$254	\$0	\$128	\$0	\$35	\$0	\$0	\$0	\$0	\$1,348
Facility Maintenance	\$2,136	\$0	\$0	\$1,913	\$0	\$1,662	\$968	\$1,046	\$350	\$0	\$0	\$0	\$8,076

Bannon Lakes
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2022

	<i>October</i>	<i>November</i>	<i>December</i>	<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>August</i>	<i>September</i>	<i>Total</i>
<u>Amenity Center Continued</u>													
<i>Repairs & Maintenance</i>	\$1,613	\$3,578	\$2,737	\$597	\$4,554	\$1,372	\$1,894	\$2,616	\$2,239	\$0	\$0	\$0	\$21,200
<i>Special Events</i>	\$0	\$0	\$1,413	\$0	\$75	\$0	\$1,342	\$612	\$1,000	\$0	\$0	\$0	\$4,441
<i>Holiday Decorations</i>	\$0	\$427	\$90	\$0	\$0	\$0	\$57	\$32	\$100	\$0	\$0	\$0	\$706
<i>Fitness Center Repairs/Supplies</i>	\$806	\$0	\$1,596	\$695	\$37	\$439	\$667	\$88	\$373	\$0	\$0	\$0	\$4,700
<i>Office Supplies</i>	\$0	\$231	\$99	\$25	\$92	\$0	\$220	\$48	\$299	\$0	\$0	\$0	\$1,014
<i>ASCAP/BMI Licenses</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Pest Control</i>	\$250	\$250	\$250	\$250	\$250	\$260	\$260	\$260	\$260	\$0	\$0	\$0	\$2,290
<i>Total Amenity Center</i>	\$32,152	\$16,588	\$17,709	\$15,687	\$16,519	\$16,160	\$18,542	\$18,313	\$18,550	\$0	\$0	\$0	\$170,220

Ground Maintenance Expenditures

<i>Hydrology Quality/Mitigation</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Landscape Maintenance</i>	\$12,642	\$12,642	\$12,642	\$12,642	\$12,642	\$12,642	\$12,642	\$12,642	\$12,642	\$0	\$0	\$0	\$113,779
<i>Landscape Contingency</i>	\$550	\$1,835	\$17,520	\$550	\$0	\$0	\$0	\$0	\$3,537	\$0	\$0	\$0	\$23,992
<i>Lake Maintenance</i>	\$895	\$650	\$650	\$650	\$650	\$650	\$650	\$650	\$650	\$0	\$0	\$0	\$6,095
<i>Ground Maintenance</i>	\$0	\$0	\$149	\$946	\$988	\$712	\$364	\$448	\$0	\$0	\$0	\$0	\$3,608
<i>Pump Repairs</i>	\$0	\$0	\$0	\$0	\$0	\$113	\$0	\$0	\$4,898	\$0	\$0	\$0	\$5,011
<i>Streetlights</i>	\$735	\$728	\$728	\$771	\$771	\$771	\$771	\$771	\$747	\$0	\$0	\$0	\$6,793
<i>Streetlight Repairs</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Irrigation Repairs</i>	\$1,610	\$2,344	\$837	\$473	\$511	\$459	\$2,711	\$1,202	\$0	\$0	\$0	\$0	\$10,146
<i>Miscellaneous</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Reclaim Water</i>	\$3,708	\$3,741	\$4,930	\$3,749	\$3,292	\$2,364	\$1,938	\$1,444	\$1,246	\$0	\$0	\$0	\$26,411
<i>Capital Reserve</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Total Ground Maintenance Expenditures</i>	\$20,141	\$21,940	\$37,456	\$19,780	\$18,854	\$17,710	\$19,076	\$17,157	\$23,720	\$0	\$0	\$0	\$195,834
<i>Total Expenses</i>	\$70,090	\$44,048	\$60,442	\$48,652	\$43,619	\$38,505	\$43,461	\$48,747	\$47,973	\$0	\$0	\$0	\$445,536
<i>Excess Revenues (Expenditures)</i>	(\$60,302)	\$18,077	\$40,541	\$222,710	(\$26,045)	(\$16,967)	(\$35,536)	(\$48,674)	(\$39,250)	\$0	\$0	\$0	\$54,555

Bannon Lakes
Community Development District
DEBT SERVICE FUND - 2016
Statement of Revenues & Expenditures
For the Period ending June 30, 2022

<i>Adopted</i>	<i>Prorated</i>	<i>Actual</i>	
<i>Budget</i>	<i>Thru</i>	<i>Thru</i>	<i>Variance</i>
	<i>06/30/22</i>	<i>06/30/22</i>	

REVENUES:

<i>Interest Income</i>	\$150	\$113	\$281	\$169
<i>Special Assessments</i>	\$749,660	\$749,660	\$742,029	(\$7,631)
<i>Prepayments</i>	\$0	\$0	\$22,804	\$22,804

TOTAL REVENUES

\$749,810	\$749,773	\$765,114	\$15,341
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EXPENDITURES:

Series 2016

<i>Interest Expense - 11/01</i>	\$274,100	\$274,100	\$274,100	\$0
<i>Principal Expense - 11/01</i>	\$195,000	\$195,000	\$195,000	\$0
<i>Principal Expense - 11/01 (Prepayment)</i>	\$0	\$0	\$25,000	(\$25,000)
<i>Interest Expense - 05/01</i>	\$269,713	\$269,713	\$269,100	\$613
<i>Principal Expense - 05/01 (Prepayment)</i>	\$0	\$0	\$25,000	(\$25,000)

TOTAL EXPENDITURES

\$738,813	\$738,813	\$788,200	(\$49,388)
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OTHER SOURCES/(USES)

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

\$0	\$0	\$0	\$0
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EXCESS REVENUES (EXPENDITURES)

\$10,998	(\$23,086)
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FUND BALANCE - Beginning

\$491,642	\$893,750
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FUND BALANCE - Ending

\$502,639	\$870,664
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Bannon Lakes
Community Development District
DEBT SERVICE FUND - 2021
Statement of Revenues & Expenditures
For the Period ending June 30, 2022

	<i>Adopted Budget</i>	<i>Prorated Thru 06/30/22</i>	<i>Actual Thru 06/30/22</i>	<i>Variance</i>
<u>REVENUES:</u>				
<i>Interest Income</i>	\$100	\$75	\$93	\$18
<i>Special Assessments</i>	\$414,300	\$414,300	414,327.18	\$27
<i>TOTAL REVENUES</i>	\$414,400	\$414,375	\$414,421	\$46
<u>EXPENDITURES:</u>				
<u>Series 2021</u>				
<i>Interest Expense - 11/01</i>	\$132,088	\$132,088	\$132,088	\$0
<i>Interest Expense - 05/01</i>	\$132,088	\$132,088	\$132,088	\$0
<i>Principal Expense - 05/01</i>	\$150,000	\$150,000	\$150,000	\$0
<i>TOTAL EXPENDITURES</i>	\$414,175	\$414,175	\$414,175	\$0
<u>OTHER SOURCES/(USES)</u>				
<i>Interfund Transfer In/(Out)</i>	\$0	\$0	\$0	\$0
<i>TOTAL OTHER SOURCES AND USES</i>	\$0	\$0	\$0	\$0
<i>EXCESS REVENUES (EXPENDITURES)</i>	\$225		\$246	
<i>FUND BALANCE - Beginning</i>	\$132,180		\$339,248	
<i>FUND BALANCE - Ending</i>	<u>\$132,405</u>		<u>\$339,494</u>	

Bannon Lakes
Community Development District
DEBT SERVICE FUND - 2022
Statement of Revenues & Expenditures
For the Period ending June 30, 2022

<i>Proposed</i>	<i>Prorated</i>	<i>Actual</i>	
<i>Budget</i>	<i>Thru 06/30/22</i>	<i>Thru 06/30/22</i>	<i>Variance</i>

REVENUES:

<i>Interest Income</i>	\$0	\$0	\$0	\$0
<i>Special Assessments</i>	\$0	\$0	\$0	\$0

TOTAL REVENUES

\$0	\$0	\$0	\$0
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EXPENDITURES:

Series 2021

<i>Interest Expense - 11/01</i>	\$0	\$0	\$0	\$0
<i>Interest Expense - 05/01</i>	\$51,552	\$51,552	\$51,552	\$0
<i>Principal Expense - 05/01</i>	\$0	\$0	\$0	\$0

TOTAL EXPENDITURES

\$51,552	\$51,552	\$51,552	\$0
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OTHER SOURCES/(USES)

<i>Interfund Transfer In/(Out)</i>	\$0	\$0	\$0	\$0
<i>Bond Proceeds</i>	\$837,704	\$837,704	\$837,704	\$0

TOTAL OTHER SOURCES AND USES

\$837,704	\$837,704	\$837,704	\$0
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EXCESS REVENUES (EXPENDITURES)

\$786,151	\$786,151
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FUND BALANCE - Beginning

\$0	\$0
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FUND BALANCE - Ending

\$786,151	\$786,151
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Bannon Lakes
Community Development District
CAPITAL PROJECTS FUND
Statement of Revenues & Expenditures
For the Period ending June 30, 2022

	Series 2021	Series 2022
<u>REVENUES:</u>		
Interest Income	204.06	-
<i>TOTAL REVENUES</i>	\$204	-
<u>EXPENDITURES:</u>		
Capital Outlay	\$1,143,993	\$6,936,597
Cost of Issuance Expense	\$0	\$309,950
<i>TOTAL EXPENDITURES</i>	\$1,143,993	\$7,246,547
<u>OTHER SOURCES/(USES)</u>		
Interfund Transfer In/(Out)	\$0	\$0
Bonds Proceeds	\$0	\$8,297,296
Net Premium on Bonds	\$0	\$127,231
<i>TOTAL OTHER SOURCES/(USES)</i>	\$0	\$8,424,527
<i>EXCESS REVENUES (EXPENDITURES)</i>	(\$1,143,789)	\$1,177,980
<i>FUND BALANCE - Beginning</i>	\$1,609,277	\$0
<i>FUND BALANCE - Ending</i>	\$465,488	\$1,177,980

Bannon Lakes
Community Development District
CAPITAL RESERVE FUND
Statement of Revenues & Expenditures
For the Period ending June 30, 2022

<i>Adopted</i>	<i>Prorated</i>	<i>Actual</i>	
<i>Budget</i>	<i>Thru 06/30/22</i>	<i>Thru 06/30/22</i>	<i>Variance</i>

Revenues:

General Fund Transfer In	\$3,084	\$0	\$0	\$0
POA Contribution	\$0	\$0	\$175,000	\$175,000

Total Revenues	\$3,084	\$0	\$175,000	\$175,000
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Expenditures

Capital Outlay	\$15,000	\$11,250	\$0	\$11,250
Repair and Maintenance	\$0	\$0	\$32,438	(\$32,438)
Other Current Charges	\$420	\$315	\$219	\$96

Total Expenditures	\$15,420	\$11,565	\$32,657	(\$21,092)
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Excess Revenues (Expenditures)	(\$12,336)		\$142,343	
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OTHER SOURCES/(USES)

Interfund Transfer In/(Out)	\$0	\$0	\$0	\$0
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Total Other	\$0	\$0	\$0	\$0
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Net Change in Fund Balance	(\$12,336)		\$142,343	
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Fund Balance - Beginning	\$31,713		\$33,767	
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Fund Balance - Ending	\$19,377		\$176,110	
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Bannon Lakes
Community Development District
Long Term Debt Report

Series 2016 Special Assessment Bonds

Interest Rate:	4.5% -5.0%
Maturity Date:	11/1/48
Reserve Fund Definition:	50% of Max Annual Debt Service
Reserve Fund Requirement:	\$372,212.50
Reserve Balance:	\$371,375.00
Bonds outstanding - 1/31/2016	\$11,850,000
Less: May 1, 2016	\$0
Less: May 1, 2019 (Prepayment)	(\$50,000)
Less: November 1, 2019	(\$190,000)
Less: November 1, 2019 (Prepayment)	(\$45,000)
Less: May 1, 2020 (Prepayment)	(\$140,000)
Less: November 1, 2020	(\$190,000)
Less: November 1, 2020 (Prepayment)	(\$135,000)
Less: May 1, 2021	(\$30,000)
Less: November 1, 2021	(\$195,000)
Less: November 1, 2021 (Prepayment)	(\$25,000)
Less: May 1, 2022 (Prepayment)	(\$25,000)

Current Bonds Outstanding	\$10,825,000
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Series 2021 Special Assessment Bonds

Interest Rate:	2.5% -4.0%
Maturity Date:	5/1/51
Reserve Fund Definition:	50% of Max Annual Debt Service
Reserve Fund Requirement:	\$207,150.00
Reserve Balance:	\$207,150.00
Bonds outstanding - 1/20/2021	\$7,415,000
Less: May 1, 2022	(\$150,000)

Current Bonds Outstanding	\$7,265,000
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Series 2022 Special Assessment Bonds

Interest Rate:	2.875% -4.0%
Maturity Date:	5/1/51
Reserve Fund Definition:	50% of Max Annual Debt Service
Reserve Fund Requirement:	\$260,900.00
Reserve Balance:	\$260,900.00
Bonds outstanding - 2/25/2022	\$9,135,000

Current Bonds Outstanding	\$9,135,000
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B.

Bannon Lakes Community Development District
FY22 Assessment Receipts

ASSESSED TO	# Units	SERIES 2016 DEBT SERVICE ASMNT	SERIES 2021 DEBT SERVICE ASMNT	FY 20 O&M ASMNT	TOTAL ASMTS
RREF III-P-EP ARAGON INVESTMENTS LLC (ACRES)	160.59	-	-	20,083.87	20,083.87
RREF III-P-EP CYPRESS PARK FARMS LLC (ACRES)	147.41	-	-	18,435.82	18,435.82
PULTE HOME COMPANY LLC	154.00		271,498.72	21,353.31	292,852.03
SUBTOTAL ADMIN O&M	462.00	-	271,498.72	59,873.00	331,371.72
TAX ROLL ASSESSED	536	741,888.75	142,801.52	444,880.00	1,329,570.27
TOTAL ASSESSED		741,888.75	414,300.24	504,753.00	1,660,941.99

DUE / RECEIVED	BALANCE DUE	SERIES 2016 DEBT SERVICE RECEIVED	SERIES 2021 DEBT SERVICE RECEIVED	FY 20 O&M RECEIVED	TOTAL RECEIVED
RREF III-P-EP ARAGON INVESTMENTS LLC (ACRES)	-	-	-	20,083.87	20,083.87
RREF III-P-EP CYPRESS PARK FARMS LLC (ACRES)	(0.02)	-	-	18,435.84	18,435.84
PULTE HOME COMPANY LLC	-		271,498.72	21,353.31	292,852.03
SUBTOTAL ADMIN O&M	(0.02)	-	271,498.72	59,873.02	331,371.74
TAX ROLL RECEIPTS	(250.74)	742,028.66	142,828.45	444,963.90	1,329,821.01
TOTAL RECEIPTS / DUE	(250.76)	742,028.66	414,327.17	504,836.92	1,661,192.75

DIRECT INVOICES DUE IN INSTALLMENTS OF 25% DUE 10/15/21, 1/1/22, 4/1/22, 7/1/22

LENNAR PHASE 48 DOES NOT HAVE BOND DEBT ISSUED AT THIS TIME ANTICIPATED ISSUE DURING FY22

THERE IS AN ADDITIONAL \$105,308 DUE FOR DEVELOPER CONTRIBUTION

TAX ROLL RECEIPTS

	DATE	SERIES 2016 DEBT SERVICE RECEIVED	SERIES 2021 DEBT SERVICE RECEIVED	O&M RECEIVED	TOTAL RECEIVED
1	11/04/21	3,503.22	674.31	2,100.74	6,278.27
2	11/17/21	21,136.29	4,068.39	12,674.56	37,879.25
3	11/22/21	78,946.90	15,195.99	47,341.19	141,484.09
4	12/08/21	100,530.71	19,350.53	60,284.11	180,165.35
5	12/20/21	51,708.66	9,953.08	31,007.54	92,669.28
6	01/14/22	452,496.49	87,098.22	271,343.43	810,938.13
INTEREST	1/21/22	9.41	1.81	5.64	16.86
7	2/16/22	11,398.35	2,194.00	6,835.12	20,427.46
8	3/7/22	11,560.18	2,225.15	6,932.16	20,717.49
9	4/7/22	4,738.30	912.04	2,841.36	8,491.70
10	6/21/22	6,000.15	1,154.93	3,598.04	10,753.13
TAX CERTS	6/16/22	-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
TOTAL TAX ROLL RECEIPTS		742,028.66	142,828.45	444,963.90	1,329,821.01

PERCENT COLLECTED DIRECT	0.00%	0.00%	100.00%	100.00%
PERCENT COLLECTED TAX ROLL	100.02%	100.02%	100.02%	100.02%
PERCENT COLLECTED	100.02%	100.01%	100.02%	100.02%

C.

Bannon Lakes Community Development District

Check Run Summary

4/1/22 - 6/30/22

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>	<i>Amount</i>
<i>General Fund</i>			
4/1/22 - 4/30/22	1019-1038	\$49,938.37	
5/1/22 - 5/31/22	1039-1053	\$33,774.47	
6/1/22 - 6/30/22	1054-1072	\$49,153.88	
	<i>Total Checks</i>		<i>\$132,866.72</i>
<i>Capital Reserve</i>			
4/1/22 - 4/30/22	9-10	\$6,205.00	
5/1/22 - 5/31/22	11	\$8,660.00	
6/1/22 - 6/30/22	12-13	\$6,173.00	
			<i>\$21,038.00</i>
4/6/22	Republic Services	\$634.81	
4/18/22	St Johns County Utility Dept	\$2,576.40	
4/11/22	AT&T	\$165.85	
4/24/22	FPL	\$2,227.47	
4/19/22	AT&T	\$281.43	
4/28/22	AT&T	\$217.95	
4/28/22	Wells Fargo Credit Card	\$569.08	
5/9/22	Republic Services	\$632.83	
5/19/22	St Johns County Utility Dept	\$2,138.73	
5/20/22	AT&T	\$269.75	
5/20/22	AT&T	\$197.50	
5/24/22	FPL	\$2,138.73	
5/31/22	Wells Fargo Credit Card	\$1,448.26	
5/31/22	AT&T	\$217.95	
6/7/22	Republic Services	\$632.83	
6/21/22	AT&T	\$269.75	
6/21/22	St Johns County Utility Dept	\$2,176.91	
6/24/22	AT&T	\$197.50	
6/27/22	FPL	\$2,157.84	
6/28/22	Wells Fargo Credit Card	\$1,129.32	
6/29/22	AT&T	\$217.95	
	<i>Total Paid Electronically</i>		<i>\$20,498.84</i>
<i>Total General Fund</i>			<i>\$174,403.56</i>

* Fedex Invoices will be available upon request

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/07/22	00080	3/25/22 32522	202203 330-53800-46500		*	112.50	
		MAR RPR POOL PUMP		ALFRED W. GROVER D.B.A.			112.50 001019
4/07/22	00044	4/16/22 04162022	202204 320-57200-49400		*	500.00	
		EVENT 4/16/22		BOUNCER, SLIDES, AND MORE INC.			500.00 001020
4/07/22	00030	3/23/22 1085496	202203 320-57200-54500		*	160.00	
		MAR PEST CONTROL		FREEDOM PEST CONTROL			160.00 001021
4/07/22	00003	4/01/22 90	202204 310-51300-34000		*	3,900.00	
		APR MANAGEMENT FEES			*	100.00	
		4/01/22 90	202204 310-51300-53000		*	150.00	
		APR WEBSITE ADMIN			*	708.33	
		4/01/22 90	202204 310-51300-35100		*	6.46	
		APR INFORMATION TECH			*	8.48	
		4/01/22 90	202204 310-51300-31600		*	2.25	
		APR DISSEM AGENT SERVICES			*	41.26	
		4/01/22 90	202204 310-51300-51000		*		
		OFFICE SUPPLIES					
		4/01/22 90	202204 310-51300-42000		*		
		POSTAGE					
		4/01/22 90	202204 310-51300-42500		*		
		COPIES					
		4/01/22 90	202204 310-51300-41000		*		
		TELEPHONE		GOVERNMENTAL MANAGEMENT SRVCS LLC			4,916.78 001022
4/07/22	00013	4/01/22 12801	202204 330-53800-46200		*	12,642.14	
		APR LANDSCAPE MAINT		LANDCARE GROUP, INC.			12,642.14 001023
4/07/22	00081	4/04/22 4301	202204 320-57200-49400		*	450.00	
		EVENT 4/16/22		MICHAEL A. GILBERT DBA			450.00 001024
4/07/22	00014	3/01/22 135	202203 320-57200-45300		*	1,114.17	
		MAR JANITORIAL SERVICES			*	911.00	
		3/01/22 135	202203 320-57200-45200		*	1,676.33	
		MAR POOL MAINTENANCE			*	5,150.00	
		3/01/22 135	202203 320-57200-46001		*		
		MAR CONTRACT ADMIN					
		3/01/22 135	202203 320-57200-34000		*		
		MAR FACILITY MANAGEMENT					

BANL -BANNON LAKES- BPEREGRINO

*** CHECK DATES 04/01/2022 - 06/30/2022 ***
 BANNON LAKES - GENERAL FUND
 BANK A BANNON LAKES-GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		4/01/22 137	202204 320-57200-45300		*	1,114.17	
			APR JANITORIAL SERVICES				
		4/01/22 137	202204 320-57200-45200		*	911.00	
			APR POOL MAINTENANCE				
		4/01/22 137	202204 320-57200-46001		*	1,676.33	
			APR CONTRACT ADMIN				
		4/01/22 137	202204 320-57200-34000		*	5,150.00	
			APR FAC MANAGEMENT				
				RIVERSIDE MANAGMENT SERVICES, INC			17,703.00 001025
4/14/22 00040		4/08/22 8	202204 310-51300-31600		*	100.00	
			SE2016 AMORT SCHEDULE				
				DISCLOSURE SERVICES LLC			100.00 001026
4/14/22 00017		11/01/21 616098	202111 330-53800-46800		*	650.00	
			NOV LAKE MAINTENANCE				
		1/01/22 628290	202201 330-53800-46800		*	650.00	
			JAN LAKE MAINTENANCE				
		2/01/22 634354	202202 330-53800-46800		*	650.00	
			FEB LAKE MAINTENANCE				
		3/01/22 649367	202203 330-53800-46800		*	650.00	
			MAR LAKE MAINTENANCE				
		4/01/22 649368	202204 330-53800-46800		*	650.00	
			APR LAKE MAINTENANCE				
				LAKE DOCTORS, INC.			3,250.00 001027
4/14/22 00019		4/05/22 13129560	202204 320-57200-45210		*	887.70	
			APR POOL CHEMICALS				
				POOLSURE			887.70 001028
4/14/22 00062		4/06/22 29835	202204 320-57200-60000		*	140.00	
			RPR CONDENSER-RESET BOARD				
				THIGPEN HEATING AND COOLING INC.			140.00 001029
4/21/22 00077		4/13/22 144	202204 320-57200-60100		*	667.00	
			PREV MAINT QTR2 2022-PRTS				
				GUIDO KRAMP DBA CLEVER FITNESS LLC			667.00 001030
4/21/22 00082		4/07/22 997554	202204 320-57200-60000		*	1,200.00	
			SOFTWSH TENNIS&BSKBL CRTS				
				JAMES M TETER DBA MY CLEAN ROOF,LLC			1,200.00 001031
4/21/22 00078		3/30/22 3022824	202202 310-51300-31500		*	1,814.07	
			FEB GENERAL COUNSEL				
				KUTAK ROCK LLP			1,814.07 001032
				BANL -BANNON LAKES- BPEREGRINO			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/21/22	00017	12/02/21 624010	202112 330-53800-46800	DEC LAKE MAINTENANCE	*	650.00	
				LAKE DOCTORS, INC.			650.00 001033
4/21/22	00014	4/12/22 139	202203 330-53800-46100	MAR GROUNDS MAINTENANCE	*	712.40	
		4/12/22 139	202203 320-57200-45100	MAR FAC MAINTENANCE	*	1,662.28	
				RIVERSIDE MANAGMENT SERVICES, INC			2,374.68 001034
4/28/22	00030	4/20/22 1087529	202204 320-57200-54500	APR RODENT CONTROL	*	100.00	
				FREEDOM PEST CONTROL			100.00 001035
4/28/22	00013	3/31/22 12912	202203 330-53800-46400	MAR IRRIGATION MAINT	*	459.00	
				LANDCARE GROUP, INC.			459.00 001036
4/28/22	00013	4/22/22 12922	202204 330-53800-46400	DMG ALNG BANNON LAKES PKY	*	601.50	
				LANDCARE GROUP, INC.			601.50 001037
4/28/22	00013	4/22/22 12923	202204 330-53800-46400	RPR IRRIGATION DMG BY CON	*	1,210.00	
				LANDCARE GROUP, INC.			1,210.00 001038
5/05/22	00084	5/01/22 1PNM-YD3	202204 310-51300-51000	BDGS,CLPBRDS,PNCL SHARPNE	*	44.50	
		5/01/22 1VRW-G1J	202204 320-57200-60000	GATE HINGES,LOCKBOX,BUOYS	*	503.01	
				AMAZON CAPITAL SERVICES			547.51 001039
5/05/22	00083	5/02/22 1394	202205 320-57200-60000	PICKLE BALL NET/CRANK	*	291.49	
				COURT SURFACES			291.49 001040
5/05/22	00003	5/01/22 91	202205 310-51300-34000	MAY MANAGEMENT FEE	*	3,900.00	
		5/01/22 91	202205 310-51300-53000	MAY WEBSITE ADMIN	*	100.00	
		5/01/22 91	202205 310-51300-35100	MAY INFORMATION TECH	*	150.00	
		5/01/22 91	202205 310-51300-31600	MAY DISSEM AGENT SERVICES	*	708.33	
		5/01/22 91	202205 310-51300-51000	OFFICE SUPPLIES	*	6.43	

BANL -BANNON LAKES- BPEREGRINO

*** CHECK DATES 04/01/2022 - 06/30/2022 ***
 BANNON LAKES - GENERAL FUND
 BANK A BANNON LAKES-GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		5/01/22 91	202205 310-51300-42000		*	27.36	
		POSTAGE					
		5/01/22 91	202205 310-51300-42500		*	57.00	
		COPIES					
				GOVERNMENTAL MANAGEMENT SRVCS LLC			4,949.12 001041
5/05/22 00078		4/30/22 3027530	202203 310-51300-31500		*	731.00	
		MAR GENERAL COUNSEL					
				KUTAK ROCK LLP			731.00 001042
5/05/22 00013		5/01/22 12951	202205 330-53800-46200		*	12,642.14	
		MAY LANDSCAPE MAINTENANCE					
				LANDCARE GROUP, INC.			12,642.14 001043
5/12/22 00019		5/05/22 13129560	202205 320-57200-45210		*	436.70	
		MAY POOL CHEMICALS					
				POOLSURE			436.70 001044
5/12/22 00085		5/03/22 95316	202205 320-57200-60000		*	1,204.50	
		CLEANED ALL FLOORS					
				ZEROREZ			1,204.50 001045
5/18/22 00044		5/13/22 06042022	202205 300-15500-10000		*	650.00	
		SPEC EVENT 6/4/22					
				BOUNCER, SLIDES, AND MORE INC.			650.00 001046
5/18/22 00072		3/22/22 06042022	202205 300-15500-10000		*	350.00	
		SPEC EVENT 6/4/22					
				KENNETH BAXLEY			350.00 001047
5/18/22 00014		4/30/22 140	202204 320-57200-49400		*	175.00	
		SPEC EVNTS ASST THRU 4/22					
		5/01/22 138	202205 320-57200-45300		*	1,114.17	
		MAY JANITORIAL SERVICES					
		5/01/22 138	202205 320-57200-45200		*	911.00	
		MAY POOL MAINTENANCE					
		5/01/22 138	202205 320-57200-46001		*	1,676.33	
		MAY CONTRACT ADMIN					
		5/01/22 138	202205 320-57200-34000		*	5,150.00	
		MAY FAC MANAGEMENT					
				RIVERSIDE MANAGMENT SERVICES, INC			9,026.50 001048
5/26/22 00030		5/18/22 1089223	202205 320-57200-54500		*	160.00	
		MAY PEST CONTROL					
				FREEDOM PEST CONTROL			160.00 001049

BANL -BANNON LAKES- BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
5/26/22	00013	4/30/22 12983	202204 330-53800-46400	APR IRRIGATION MAINT	*	899.00	
				LANDCARE GROUP, INC.			899.00 001050
5/26/22	00014	5/12/22 142	202204 320-57200-45100	APR OPS MANAGER	*	968.46	
		5/12/22 142	202204 330-53800-46100	APR GROUNDS MAINT	*	364.40	
		5/12/22 142	202204 320-57200-60000	RPRS/MAINT	*	50.66	
				RIVERSIDE MANAGMENT SERVICES, INC			1,383.52 001051
5/26/22	00002	4/30/22 10341226	202204 310-51300-48000	NOTICE OF MEETING 4/26/22	*	86.29	
				THE ST AUGUSTINE RECORD			86.29 001052
5/26/22	00085	2/22/22 92648	202202 320-57200-60000	CLEANED COMM FURNITURE	*	416.70	
				ZEROREZ			416.70 001053
6/03/22	00012	4/04/22 22215	202205 310-51300-32200	AUDIT FYE 09/30/2021	*	6,000.00	
				GRAU & ASSOCIATES			6,000.00 001054
6/03/22	00086	5/26/22 1602	202205 320-57200-46110	26BIT CLAMSHELL PROX BDGE	*	734.75	
				ID WORKPLACE LLC			734.75 001055
6/03/22	00019	6/01/22 13129560	202206 320-57200-45210	JUNE POOL CHEMICALS	*	1,020.70	
				POOLSURE			1,020.70 001056
6/09/22	00087	5/29/22 05292022	202205 320-57200-60000	MAINTENANCE STAFF BLOWER	*	155.47	
				DENISE POWERS			155.47 001057
6/09/22	00030	5/18/22 1090784	202205 320-57200-54500	MAY PEST CONTROL	*	100.00	
				FREEDOM PEST CONTROL			100.00 001058
6/09/22	00003	6/01/22 92	202206 310-51300-34000	JUN MANAGEMENT FEES	*	3,900.00	
		6/01/22 92	202206 310-51300-53000	JUN WEBSITE ADMIN	*	100.00	
		6/01/22 92	202206 310-51300-35100	JUN INFORMATION TECH	*	150.00	

BANL -BANNON LAKES- BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		6/01/22 92	202206 310-51300-31600		*	708.33	
			JUN DISSEM AGENT SERVICES				
		6/01/22 92	202206 310-51300-51000		*	15.33	
			OFFICE SUPPLIES				
		6/01/22 92	202206 310-51300-42000		*	37.67	
			POSTAGE				
		6/01/22 92	202206 310-51300-42500		*	432.20	
			COPIES				
		6/01/22 92	202206 310-51300-41000		*	51.70	
			TELEPHONE				
				GOVERNMENTAL MANAGEMENT SRVCS LLC			5,395.23 001059
6/09/22 00013		6/01/22 13014	202206 330-53800-46200		*	12,642.14	
			JUN LANDSCAPE MAINTENANCE				
				LANDCARE GROUP, INC.			12,642.14 001060
6/09/22 00014		6/01/22 141	202206 320-57200-45200		*	911.00	
			JUN POOL MAINTENANCE				
		6/01/22 141	202206 320-57200-46001		*	1,676.33	
			JUN CONTRACT ADMIN				
		6/01/22 141	202206 320-57200-34000		*	5,150.00	
			JUN FACILITY MANAGEMENT				
				RIVERSIDE MANAGMENT SERVICES, INC			7,737.33 001061
6/09/22 00062		5/26/22 30596	202205 320-57200-60000		*	405.00	
			QRTLY HVAC INSPECTIONS				
				THIGPEN HEATING AND COOLING INC.			405.00 001062
6/16/22 00078		6/07/22 3064339A	202204 310-51300-31500		*	695.00	
			APR GENERAL COUNSEL				
		6/07/22 3064339M	202205 310-51300-31500		*	1,642.50	
			MAY GENERAL COUNSEL				
				KUTAK ROCK LLP			2,337.50 001063
6/16/22 00002		5/31/22 I0341458	202205 310-51300-48000		*	77.32	
			NOTICE OF MEETING 5/12/22				
				THE ST AUGUSTINE RECORD			77.32 001064
6/16/22 00088		6/08/22 11309	202206 320-57200-60100		*	230.20	
			DISINFECTANT WIPES				
				WIPES LLC			230.20 001065
6/23/22 00045		6/16/22 83639	202206 320-57200-60000		*	45.00	
			BACKFLOW TEST 6/15/22				
				BOB'S BACKFLOW&PLUMBING SERVICES			45.00 001066
				BANL -BANNON LAKES- BPEREGRINO			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/23/22	00030	6/16/22 1091601	202206 320-57200-54500	JUN PEST CONTROL	*	160.00	
		6/16/22 1092312	202206 320-57200-54500	JUN RODENT CONTROL	*	100.00	
				FREEDOM PEST CONTROL			260.00 001067
6/23/22	00019	6/13/22 13129560	202206 320-57200-45210	JUN POOL CHEMICALS	*	740.00	
				POOLSURE			740.00 001068
6/23/22	00014	6/16/22 144	202205 330-53800-46100	MAY GTROUNDS MAINTENANCE	*	448.31	
		6/16/22 144	202205 320-57200-45100	MAY FAC MAINTENANCE	*	1,046.04	
				RIVERSIDE MANAGMENT SERVICES, INC			1,494.35 001069
6/30/22	00013	5/31/22 13047	202205 330-53800-46400	MAY IRRIGATION MAINT	*	1,201.50	
		6/24/22 13057	202206 330-57200-46210	RPLC DECLINING ANISE IRRG	*	3,536.50	
				LANDCARE GROUP, INC.			4,738.00 001070
6/30/22	00062	6/14/22 32072	202206 320-57200-60100	RPR SYSTEM PRESSURE	*	142.50	
				THIGPEN HEATING AND COOLING INC.			142.50 001071
6/30/22	00089	6/28/22 600065	202206 330-53800-46500	POOL PUMP RPR-RPLCD VFD	*	4,898.39	
				VAK PAK, INC			4,898.39 001072
TOTAL FOR BANK A						132,866.72	
TOTAL FOR REGISTER						132,866.72	

INVOICE

Alfred W. Grover, Electrical Contractor

1304 Padola Road
St Augustine, FL 32092
FL License: EC 13010167

DATE: 3/25/2022
INVOICE # 32522

Bill To:

Bannon Lakes
475 W. Town PL Suite 114
St Augustine, FL 32092-3649

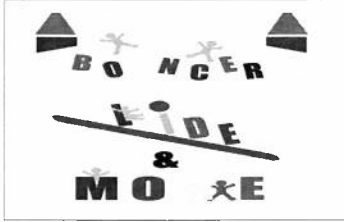


Job Location: Bannon Lakes Amenity Center

DESCRIPTION OF WORK	AMOUNT
Service Call: 001. 330. 53800.46500 SdA 1) By pass variable frequency drive unit to operate pool pump	
Labor: 1 electrician 1.5 hours @ \$75 per hour	112.50
Worked ordered by Kevin Bright	
TOTAL	\$ 112.50

Please make check payable to: Alfred W. Grover

THANK YOU FOR YOUR BUSINESS!

		Bouncers, Slides, and More Inc. 1915 Bluebonnet Way Fleming Island, FL 32003		Invoice Date: April 16, 2022 Invoice Number: 04162022.01		
<u>Name / Address</u> <u>Attn:</u> Bannon Lakes 435 Bannon Lakes Blvd. St Augustine, FL 32092 BannonManager@RMSNF.c		<u>Additional Details:</u>				
	<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Discount</u>	<u>Subtotal</u>	<u>Extended</u>
1	Double Lane Obstacle Course	1	\$300.00	10%	\$270.00	\$270.00
2	Toddler Bounce	1	\$150.00	12%	\$130.00	\$130.00
3	Axe Throwing Game	1	\$175.00	40%	\$100.00	\$100.00
4						
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17						
18						
19						
20						
<u>Comments:</u>		Subtotal				\$500.00
		Sales Tax (0.0%)				N/A
		Total				\$500.00

44A
 1.320.512.494

FREEDOM PEST CONTROL

904-272-BUGS (2847)

INFO@FREEDOMPESTCONTROLFL.COM

3600 Peoria Rd. Suite 103

Orange Park, FL 32065



Service Slip/Invoice

INVOICE: 1085496
DATE: 3/23/2022
ORDER: 1085496

Bill To: [106210]

Bannon Lakes CDD
Bannon Lakes Resident's Club
435 B Bannon Lakes Blvd
St. Augustine, FL 32092

Work Location: [106210]

Bannon Lakes CDD
Bannon Lakes Resident's Club
435 B Bannon Lakes Blvd
St. Augustine, FL 32092

Work Date	Time	Target Pest	Technician		Time In
3/23/2022	02:15 PM		2MARCUS	Marcus Lopez	
Purchase Order	Terms	Last Service	Map Code		Time Out
	DUE UPON RECEIPT	3/23/2022		Lic:JE276424	

Service	Description	Price
MONTHLY	<i>Mar</i> Monthly Pest Control	\$160.00
<p>001.320.572.545</p> <p>30A</p>		SUBTOTAL
		\$160.00
		TAX
		\$0.00
		AMT. PAID
		\$0.00
		TOTAL
		\$160.00
		AMOUNT DUE
		\$160.00

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

Governmental Management Services, LLC

1001 Bradford Way
Kingslon, TN 37763

Invoice**Invoice #:** 90**Invoice Date:** 4/1/22**Due Date:** 4/1/22**Case:****P.O. Number:****Bill To:**

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

Description		Hours/Qty	Rate	Amount
3A				
Management Fees - April 2022	1.310.573.340		3,900.00	3,900.00
Website Administration - April 2022	1.310.573.530		100.00	100.00
Information Technology - April 2022	1.310.573.351		150.00	150.00
Dissemination Agent Services - April 2022	1.310.573.316		708.33	708.33
Office Supplies	1.310.573.570		6.46	6.46
Postage	1.310.573.420		8.48	8.48
Copies	1.310.573.425		2.25	2.25
Telephone	1.310.573.410		41.26	41.26
Total				\$4,916.78
Payments/Credits				\$0.00
Balance Due				\$4,916.78



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

Invoice

Terms	Date	Invoice #
Net 30	4/1/2022	12801

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

Project			Project #
Bannon Lakes CDD			M101
Description	Quantity	Rate	Amount
Monthly maintenance for the month of April <i>landscape maint</i> <i>001.330.53800.46200</i> <i>13A</i>	1	12,642.14	12,642.14
Attn. Denise Powers		Total	\$12642.14
		Payments/Credits	\$0.00
		Balance Due	\$12,642.14



INVOICE

p.o. Box 23213
Jacksonville, FL. 32241
(904) 607-7111

INVOICE # 4301
DATE: APRIL 4, 2022

TO:
Bannon Lakes CDD
435 Bannon Lakes Blvd
St. Augustine, FL 32095
904.907.1100

FOR:
MC/DJ Easter Egg Hunt

DESCRIPTION	HOURS	RATE	AMOUNT
04/16/22 MC/DJ Member Event East Egg Hunt 1.320.572.494 87A	1pm-4pm		\$450.00
TOTAL			\$450.00

Make all checks payable to **Magnetix DJ Services.**

Thank you for your business!

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

Invoice #: 135
Invoice Date: 3/1/2022
Due Date: 3/1/2022
Case:
P.O. Number:

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

[illegible]

Riverside Management Services, Inc
9655 Florida Mining Blvd. W.
Building 300, Suite 305
Jacksonville, FL 32257

Invoice

Invoice #: 137
Invoice Date: 4/1/2022
Due Date: 4/1/2022
Case:
P.O. Number:

Bill To:

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

Description	Hours/Qty	Rate	Amount
14A 1.320.57200.45300 - Janitorial Services - April 2022 1.320.57200.45200 - Pool Maintenance Services - April 2022 1.320.57200.46001 - Contract Administration - April 2022 1.320.57200.34000 - Facility Management - Bannon Lakes - April 2022		1,114.17 911.00 1,676.33 5,150.00	1,114.17 911.00 1,676.33 5,150.00
Total			\$8,851.50
Payments/Credits			\$0.00
Balance Due			\$8,851.50

4/5/22
Q

1005 Bradford Way
Kingston, TN 37763

Date	Invoice #
4/8/2022	8

Bill To
Bannon Lakes CDD C/O GMS

40A
1. 310.513.316

Terms	Due Date
Net 30	5/8/2022

Description	Amount
<p>Amortization Schedule Series 2016 5-1-22 Prepay \$25,000</p> <div data-bbox="165 1499 1115 1669" style="border: 1px solid black; height: 200px; width: 100%;"></div>	<p>100.00</p>

Total	\$100.00
Payments/Credits	\$0.00
Balance Due	\$100.00

Phone #
865-717-0976

E-mail
tcarter@disclosureservices.info



4651 Salisbury Rd., Suite 155, Jacksonville, FL 32256
PH: (904) 431-3914

INVOICE

Invoice #	616098
Account #	723475
Invoice Date	11/1/2021
Due Date	11/11/2021
Rep	MAS

Invoice Questions:
AR@LakeDoctors.com

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

Purchase Order Number	Terms	Invoice Date Reflects Month of Service Provided
	NET 10 DAYS	

Item	Description	Amount
	Monthly Water Management Service (R) 001-330.53800.46800 New lake maint 17A	650.00
OUTSTANDING BALANCE	\$3,900.00	
Thank you! For your business!		Total Invoice \$650.00

Please include your account number and invoice number on your check with your remittance stub.

For fast payments pay online at www.LakeDoctors.com.

Remittance Stub

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

Amount Enclosed

Invoice #	616098
Account #	723475
Date	11/1/2021

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

PLEASE NOTE OUR NEW ADDRESS
4651 Salisbury Rd., Suite 155 Jacksonville, FL 32256
(904) 431-3914

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		



4651 Salisbury Rd., Suite 155, Jacksonville, FL 32256
PH: (904) 431-3914

INVOICE

Invoice #	628290
Account #	723475
Invoice Date	1/1/2022
Due Date	1/11/2022
Rep	MAS

Invoice Questions:
AR@LakeDoctors.com

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

Purchase Order Number	Terms	Invoice Date Reflects Month of Service Provided
	NET 10 DAYS	

Item	Description	Amount
	Monthly Water Management Service (R) 001. 330.53800. 40800 17A San Lake maint	650.00
OUTSTANDING BALANCE	\$3,900.00	
Thank you! For your business!		Total Invoice \$650.00

Please include your account number and invoice number on your check with your remittance stub.

For fast payments pay online at www.LakeDoctors.com.

Remittance Stub

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

Amount Enclosed

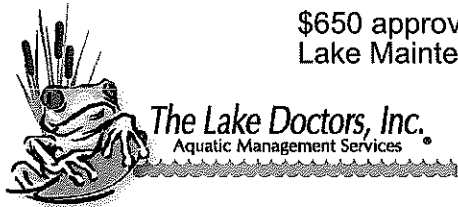
Invoice #	628290
Account #	723475
Date	1/1/2022

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

PLEASE NOTE OUR NEW ADDRESS
4651 Salisbury Rd., Suite 155 Jacksonville, FL 32256
(904) 431-3914

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	_____	



\$650 approved-Denise Powers, April 8, 2022
Lake Maintenance - 1.330.53800.46800

INVOICE

4651 Salisbury Rd., Suite 155, Jacksonville, FL 32256
PH: (904) 431-3914

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

Invoice #	634354
Account #	723475
Invoice Date	2/1/2022
Due Date	2/11/2022
Rep	MAS

Invoice Questions:
AR@LakeDoctors.com

Purchase Order Number	Terms	Invoice Date Reflects Month of Service Provided
	NET 10 DAYS	

Item	Description	Amount
	Monthly Water Management Service (R)	650.00
	<i>Feb Lake Maint 1.330.538.468 17A</i>	
OUTSTANDING BALANCE	\$3,900.00	
Thank you! For your business!		Total Invoice \$650.00

Please include your account number and invoice number on your check with your remittance stub.

For fast payments pay online at www.LakeDoctors.com.

Remittance Stub

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

Amount Enclosed

Invoice #	634354
Account #	723475
Date	2/1/2022

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

PLEASE NOTE OUR NEW ADDRESS
4651 Salisbury Rd., Suite 155 Jacksonville, FL 32256
(904) 431-3914

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	



\$650 approved-Denise Powers
Lake Maintenance - 1.330.53800.46800

INVOICE

4651 Salisbury Rd., Suite 155, Jacksonville, FL 32256
PH: (904) 431-3914

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

Invoice #	649367
Account #	723475
Invoice Date	3/1/2022
Due Date	3/11/2022
Rep	MAS

Invoice Questions:
AR@LakeDoctors.com

Purchase Order Number	Terms	Invoice Date Reflects Month of Service Provided
	NET 10 DAYS	

Item	Description	Amount
	Monthly Water Management Service (R)	650.00
	<i>Mar Lake Maint 1.330.538.468 17A</i>	
OUTSTANDING BALANCE	\$3,900.00	
Thank you! For your business!		Total Invoice \$650.00

Please include your account number and invoice number on your check with your remittance stub.

For fast payments pay online at www.LakeDoctors.com.

Remittance Stub

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

Amount Enclosed

Invoice #	649367
Account #	723475
Date	3/1/2022

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

PLEASE NOTE OUR NEW ADDRESS
4651 Salisbury Rd., Suite 155 Jacksonville, FL 32256
(904) 431-3914

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	_____



\$650 approved-Denise Powers, April 8, 2022
Lake Maintenance - 1.330.53800.46800

INVOICE

4651 Salisbury Rd., Suite 155, Jacksonville, FL 32256
PH: (904) 431-3914

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

Invoice #	649368
Account #	723475
Invoice Date	4/1/2022
Due Date	4/11/2022
Rep	MAS

Invoice Questions: AR@LakeDoctors.com
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Purchase Order Number	Terms	Invoice Date Reflects Month of Service Provided
	NET 10 DAYS	

Item	Description	Amount
	Monthly Water Management Service (R) <i>Apr Lake maint</i> <i>17A</i>	650.00
OUTSTANDING BALANCE	\$3,900.00	
Thank you! For your business!		Total Invoice \$650.00

Please include your account number and invoice number on your check with your remittance stub.

For fast payments pay online at www.LakeDoctors.com.

Remittance Stub

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

Amount Enclosed

Invoice #	649368
Account #	723475
Date	4/1/2022

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

PLEASE NOTE OUR NEW ADDRESS
4651 Salisbury Rd., Suite 155 Jacksonville, FL 32256
(904) 431-3914

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		

131295606109

THIGPEN

HEATING & COOLING, INC.

Since 1962

2801 Dawn Rd
Jacksonville, FL 32207-7903
Phone: (904) 448-1962
service@thigpenhvac.com

Invoice

Number: 29835

Date: 4/6/2022

Account No: 126153

Terms: COD

Reference: Order 29835

Service Advisor: Paul Ruckman

Customer PO#:

Billing Address:

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

Service Address:

Bannon Lakes Amenity Center
435 Bannon Lakes Blvd
St. Augustine, FL 32095

NOTES

On arrival found condenser out on high pressure. Reset board, checked system out found no issues at this time.

R.R.

62A

1.320.572.60000

Item	Description	Qty	Unit	Price	Extended
COMM-LABOR	Commercial Labor	1.00		\$120.00	\$120.00
MISC-ENVIRON-FEE	Misc. Supplies & Enviromental	1.00		\$20.00	\$20.00

TERMS AND CONDITIONS

Net due on day of installation, or in accordance with financing agreement. The Seller retains the title to all materials and property listed herein until payments have been made in full. Accounts not paid within thirty (30) days of notice of invoice are in default and a late payment charge of 1 - 1/2 % per month will be added. Buyer agrees to any reasonable attorney or collection fees incurred by Seller in securing payment for this contract

Thigpen Heating and Cooling, Inc. is not responsible for any property damages unless damage has occurred while employees are still on premises.

Non-Taxable:	\$140.00
Taxable:	\$0.00
Sub Total:	\$140.00
Sales Tax:	\$0.00
Freight:	
Total:	\$140.00
Total Paid:	
Total Due:	\$140.00

CACO56729

CACO56726

CN208226

INVOICE

From: Clever Fitness LLC

Service 04/13/22

Date:

Invoice #: 0144

4255 US HWY 1 South Ste18 #317
Saint Augustine FL. 32086

Email: cleverfitness2020@gmail.com
Cell: 434-227-8079

Bill to:

Bannon Lakes Community
Bannon Lakes Blvd
Saint Augustine FL 32095

Please make all payments to Clever Fitness LLC

001.320.57200.00106
77A

Qty.	Description	Unit Price	Line Total
1	Preventive Maintenance Quarter 2 2022	\$ 497.00	\$ 497.00
1	Clutch Kit for recumbent Bike	\$ 125.00	\$ 125.00
0.5	Labor for replacing parts on Recumbent Bike	\$ 90.00	\$ 45.00
		Sub-total:	\$ 667.00
		Tax Exempt	\$ 00.00
		Total	\$ 667.00

My Clean Roof LLC

4771 Harpers Ferry Lane
Jacksonville, FL 32257

Invoice

Date	Invoice #
4/7/2022	997554

Bill To
Bannon Lakes 435 Bannon Lakes Blvd St Augustine , FL 32095

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	1) Softwash washed Tennis and Basketball courts 001.320.57200.00000 82A	1,200.00	1,200.00
All work is complete!		Total	\$1,200.00

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

March 30, 2022

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3022824

Client Matter No. 2723-1

Mr. Jim Oliver
Bannon Lakes CDD
Governmental Management Services – St. Augustine
Suite 114
475 West Town Place
St. Augustine, FL 32092

78A
1.310.573.315
\$1,814.07

Invoice No. 3022824

2723-1

Re: General Counsel Feb

For Professional Legal Services Rendered

02/01/22	W. Haber	0.60	165.00	Prepare for Board meeting
02/02/22	W. Haber	2.10	577.50	Prepare for and participate in Board meeting
02/04/22	K. Jusevitch	0.10	12.50	Distribute legislative newsletter
02/10/22	W. Haber	0.20	55.00	Review correspondence from HOA regarding animal control
02/16/22	W. Haber	2.60	715.00	Review bond document; continue to prepare developer documents
02/23/22	C. Stuart	0.30	126.00	Review proposed legislation; monitor committee activity and agendas; monitor Amendment 12 implementation
02/24/22	K. Jusevitch	0.10	12.50	Distribute Amendment 12 guide
TOTAL HOURS		6.00		

KUTAK ROCK LLP

Bannon Lakes CDD
March 30, 2022
Client Matter No. 2723-1
Invoice No. 3022824
Page 2

TOTAL FOR SERVICES RENDERED \$1,663.50

DISBURSEMENTS

Meals	7.39
Travel Expenses	143.18

TOTAL DISBURSEMENTS 150.57

TOTAL CURRENT AMOUNT DUE \$1,814.07



4651 Salisbury Rd., Suite 155, Jacksonville, FL 32256
PH: (904) 431-3914

INVOICE

Invoice #	624010
Account #	723475
Invoice Date	12/2/2021
Due Date	12/12/2021
Rep	MAS

Invoice Questions:
AR@LakeDoctors.com

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

Purchase Order Number	Terms	Invoice Date Reflects Month of Service Provided
	NET 10 DAYS	

Item	Description	Amount
	Monthly Water Management Service (R) <i>001.330.53800.46800</i> <i>17A</i>	650.00
OUTSTANDING BALANCE	\$3,900.00	
Thank you! For your business!		Total Invoice \$650.00

Please include your account number and invoice number on your check with your remittance stub.

For fast payments pay online at www.LakeDoctors.com.

Remittance Stub

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

Amount Enclosed

Invoice #	624010
Account #	723475
Date	12/2/2021

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

PLEASE NOTE OUR NEW ADDRESS 4651 Salisbury Rd., Suite 155 Jacksonville, FL 32256 (904) 431-3914
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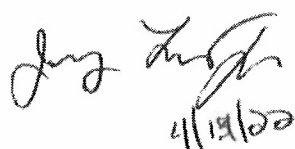
IF PAYING BY CREDIT CARD, FILL OUT BELOW	
___ Mastercard	___ Visa
Card #	___ American Express
Card Verification #	___
Exp. Date #	___
Print Name	___
Billing Address: ___	Check box if same as above
Signature	___

Riverside Management Services, Inc
9655 Florida Mining Blvd. W.
Building 300, Suite 305
Jacksonville, FL 32257

Invoice

Invoice #: 139
Invoice Date: 4/12/2022
Due Date: 4/12/2022
Case:
P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Facility Maintenance March 1 - March 31, 2022		2,374.68	2,374.68
14A			
Denise Powers 4.12.22			
\$712.40 Grounds Maintenance 1.330.53800.46100			
\$1662.28 Facility Maintenance 1.320.57200.45100			
RECEIVED APR 15 2022			
 4/15/22			

Total \$2,374.68

Payments/Credits \$0.00

Balance Due \$2,374.68

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT
MAINTENANCE BILLABLE HOURS
FOR THE MONTH OF MARCH 2022**

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
3/1/22	8	K.J.	Finished cleaning white fence, started on daily maintenance checklist
3/3/22	8	K.J.	Pressure washed some walkways, cleaned gym and all bathrooms, blew leaves and debris from sidewalks and playground, removed debris from around amenity center, field and roadways, checked and changed all trash receptacles, emptied and restocked dog waste receptacles
3/8/22	8	K.J.	Straightened and organized all pool deck and patio furniture, washed all tables on patio and pool deck, sprayed ant killer along walkways and flower beds, checked and changed all trash receptacles, removed debris from around amenity center, pool, field, parking lot and roadways
3/10/22	3.5	K.J.	Removed debris around amenity center and parking lot, checked and changed all trash receptacles
3/15/22	8	K.J.	Cleaned tables and chairs at amenity center, organized storage area and moved supplies, straightened and organized all pool deck and patio furniture, checked and changed all trash receptacles, removed debris from around amenity center, pool, field, parking lot and roadways
3/17/22	2	F.S.	Removed debris around amenity center, pool, field, parking lot, basketball court, tennis courts and roadways, checked and changed trash receptacles as needed
3/22/22	4.5	K.J.	Fixed and adjusted gate in playground area, fixed gate on pool area entry, cleaned all outside patio area and furniture
3/22/22	4	D.J.	Blew leaves and debris off pool deck area, straightened and organized pool deck furniture, removed debris around amenity center, pool, field, parking lot, basketball court, tennis courts and roadways, checked and changed trash receptacles, emptied and restocked dog waste receptacles, raked gravel in golf cart parking area
3/24/22	4	K.J.	Blew leaves and debris off pool deck area, straightened and organized pool deck furniture, deep cleaned clubhouse
3/24/22	4	D.J.	Cleaned outside windows of social hall, removed debris around amenity center, pool, field, parking lot, basketball court tennis courts and roadways, checked and changed trash receptacles as needed, emptied and restocked dog waste receptacles as needed
3/29/22	4	K.J.	Pressure washed furniture by clubhouse, straightened and organized all pool deck and patio furniture, checked and changed all trash receptacles, removed debris from around amenity center, pool, field, parking lot and roadways, blew leaves and debris off sidewalk
3/31/22	7	K.J.	Cleaned all exterior windows, straightened and organized all pool deck furniture, blew leaves and debris off tennis courts, basketball courts and sidewalks, checked and changed all trash receptacles, removed debris from around amenity center, pool, field, parking lot and roadways, emptied and restocked all dog waste receptacles

TOTAL 65

MILES 224

*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

FREEDOM PEST CONTROL

904-272-BUGS (2847)

INFO@FREEDOMPESTCONTROLFL.COM

3600 Peoria Rd. Suite 103
Orange Park, FL 32065



Service Slip/Invoice

INVOICE: 1087529
DATE: 4/20/2022
ORDER: 1087529

Bill To: [106210]

Bannon Lakes CDD
Bannon Lakes Resident's Club
435 B Bannon Lakes Blvd
St. Augustine, FL 32092

Work

Location: [106210]

Bannon Lakes CDD
Bannon Lakes Resident's Club
435 B Bannon Lakes Blvd
St. Augustine, FL 32092

Work Date	Time	Target Pest	Technician		Time In
4/20/2022	02:25 PM		2MARCUS	Marcus Lopez	
Purchase Order	Terms	Last Service	Map Code		Time Out
	DUE UPON RECEIPT	4/20/2022		Lic:JE276424	

Service	Description	Price
RODENT	<i>Apr</i> Rodent Control	\$100.00
<i>001.320.57200.54506</i>		
<i>30A</i>		
SUBTOTAL		\$100.00
TAX		\$0.00
AMT. PAID		\$0.00
TOTAL		\$100.00
AMOUNT DUE		\$100.00

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



35 Enterprise Drive
Bunnell, FL 32110
(386) 586-3321

Invoice

Terms	Date	Invoice #
Net 30	3/31/2022	12912

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

Project			Project #
Bannon Lakes CDD			M101
Description	Quantity	Rate	Amount
Irrigation Maintenance Service for March - see attached list. 001.330.53800.46400 13A	1	459.00	459.00
Attn. Denise Powers		Total	\$459.00
		Payments/Credits	\$0.00
		Balance Due	\$459.00

Bannon Lakes CDD

<u>Date</u>	<u>Location</u>	<u>Description</u>	<u>Material</u>	<u>Labor</u>	<u>Total Cost</u>
3/2	Bannon Lakes Blvd.	(5) Bubblers, (3) 6Ps, (5) MPR nozzles	\$ 92.50	\$ 38.00	\$ 130.50
3/17	Bannon Lakes Blvd.	(3) 6Ps, (6) MPR nozzles	\$ 79.50	\$ 38.00	\$ 117.50
	Amenity Center	(5) 6Ps, (6) MPR nozzles, 3 ft. 1/2" flex	\$ 97.00	\$ 114.00	\$ 211.00
Total Due					\$ 459.00



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

Invoice

Terms	Date	Invoice #
Net 30	4/22/2022	12922

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

001.330.53800.46400

Project			Project #
Damaged Wire Replacement			M101
Description	Quantity	Rate	Amount
Replace irrigation 2-wire damaged by construction crew at entrance			
IRRIGATION PARTS: 300 ft. of 2-wire & (4) DBYs	1	311.00	311.00
Irrigation Labor	6	38.00	228.00
Machine, Trencher Hours w/ Operator	0.5	125.00	62.50
Damage along Bannon Lakes PARKWAY 13A			
Attn. Denise Powers		Total	\$601.50
		Payments/Credits	\$0.00
		Balance Due	\$601.50



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

Invoice

Terms	Date	Invoice #
Net 30	4/22/2022	12923

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

Project			Project #
Irrigation Repair			M101
Description	Quantity	Rate	Amount
Repair irrigation damaged by construction crew installing silt fence behind brick wall at Bannon Lakes exit. <i>001.330.53800.46400</i>			
IRRIGATION PARTS	1	602.00	602.00
Irrigation Labor <i>13A</i>	16	38.00	608.00
Attn. Denise Powers		Total	\$1,210.00
		Payments/Credits	\$0.00
		Balance Due	\$1,210.00



1.310573.510
ofc supplies

Invoice
Invoice # 1PNM-YD3V-YMCC I May 01, 2022
PO # 1.320.57200.51000

For customer support, visit www.amazon.com/contact-us.

84A ext 4/22

Invoice summary *Due 30 days from receipt of invoice*

Item subtotal before tax \$ 44.50
Shipping & handling \$ 8.54
Promos & discounts (\$ 8.54)

Total before tax \$ 44.50
Tax \$ 2.89

Amount due \$ 47.39 USD
-2.89
144.50

Pay by

Electronic funds transfer (EFT/ACH/Wire)

Account name Amazon Capital Services, Inc.
Bank name Wells Fargo Bank
Bank routing # (ABA) 121000248
Bank account # (DDA) 41630410891034988
SWIFT code (wire transfer) WFBUS6S

Check

Amazon Capital Services
PO Box 035184
Seattle, WA 98124-5184

Billing period 4/1/22 to 4/30/22

Account # A1B8GH8ZE7KDUV

Payment terms Net 30

Registered business name

Bannon Lakes Community Development District

Bill to

Bannon Lakes Community Development District
Bernadette Peregrino
475 W TOWN PL
114
SAINT AUGUSTINE, FL 32092

Template Name

Bannon Lakes Community Development District

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or
Email ar-businessinvoicing@amazon.com to submit your remittance detail.

Invoice details

#	Ship date	Description	Qty	Unit price	Item subtotal before tax	Tax
1	4/7/22	Puroma 10 Pack Heavy Duty Retractable Badge Reel with Waterproof Vertical ID Card Holders and Key Ring for Card Keychain Badge Holder	1	\$12.99	\$12.99	6.500%

ASIN: B07S2T5S59 Sold by: NEO APEX LIMITED
Order # 114-0370884-0174663 Order date: April 06, 2022

#	Ship date	Description	Qty	Unit price	Item subtotal before tax	Tax
2	4/7/22	STAEDTLER pencil sharpener, premium quality sharpener with screw-on lid, prevents accidental openings, compact size for pencil case and work-station, ASIN: B001E6C08E Sold by: Amazon.com Services LLC Order # 114-0370884-0174663 Order date: April 06, 2022	1	\$3.23	\$3.23	6.500%
3	4/7/22	Amazon Brand - Presto! Ultra-Soft Facial Tissues (4 Cube Boxes), 3-Ply Premium Thick, 66 Tissues per Box (264 Tissues Total) ASIN: B07QT1179K Sold by: Amazon.com Services LLC Order # 114-0370884-0174663 Order date: April 06, 2022	1	\$10.33	\$10.33	6.500%
4	4/7/22	Clipboards (Set of 10) by Office Solutions Direct! ECO Friendly Hardboard Clipboard, Low Profile Clip Standard A4 Letter Size ASIN: B01H2OR8QA Sold by: Lang F Saunders Order # 114-4054922-5844216 Order date: April 06, 2022	1	\$17.95	\$17.95	6.500%
5		Shipping & handling			\$8.54	6.500%
6		Promotions & discounts			(\$8.54)	6.500%
					Total before tax	\$44.50
					Tax	\$2.89
					Amount due	\$47.39

FAQs**How is tax calculated?**Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202036190**How are digital products and services taxed?**Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202074670



Invoice
Invoice # 1VRW-G1J7-XRGL I May 01, 2022
PO # 1.320.57200.60000

For customer support, visit www.amazon.com/contact-us.

Invoice summary *Due 30 days from receipt of invoice*

Item subtotal before tax	\$ 503.01
Shipping & handling	\$ 18.15
Promos & discounts	(\$ 18.15)
Total before tax	\$ 503.01 <i>pay</i>
Tax	\$ 5.10
Amount due	\$ 508.11 USD

Pay by

Electronic funds transfer (EFT/ACH/Wire)

Account name Amazon Capital Services, Inc.
Bank name Wells Fargo Bank
Bank routing # (ABA) 121000248
Bank account # (DDA) 41630410891034988
SWIFT code (wire transfer) WFBUS6S

Check

Amazon Capital Services
PO Box 035184
Seattle, WA 98124-5184

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or
Email ar-businessinvoicing@amazon.com to submit your remittance detail.

Billing period 4/1/22 to 4/30/22

Account # A1B8GH8ZE7KDUV

Payment terms Net 30

Registered business name

Bannon Lakes Community Development District

Bill to

Bannon Lakes Community Development District
Bernadette Peregrino
475 W TOWN PL
114
SAINT AUGUSTINE, FL 32092

Template Name

Bannon Lakes Community Development District

Invoice details

#	Ship date	Description	Qty	Unit price	Item subtotal before tax	Tax
1	4/6/22	U.S. Pool Supply Scoop Pool Thermometer with Jumbo Easy to Read Temperature Display	1	\$10.99	\$10.99	6.500%

ASIN: B072N3L8ZM Sold by: TCP Global Corporation
Order # 114-1229668-2085824 Order date: April 06, 2022

#	Ship date	Description	Qty	Unit price	Item subtotal before tax	Tax
2	4/6/22	Key Lock Box Wall Mounted, 4 Digit Combination Lock Box for House Key Weatherproof Safe Security Key Storage Lock Box for Outside Realtors Garage Spar	1	\$16.98	\$16.98	6.500%
ASIN: B081GNBQ3K Sold by: Shen Zhen Shi Fei Li Ke Shang Mao You Xian Gong Si Order # 114-1229668-2085824 Order date: April 06, 2022						
3	4/6/22	4 Packs Kickdown Door Stop for Heavy Door Garage Door with Rubber Tip and Spring Lever Metal Kickstand Door Stopper Hinge	1	\$20.99	\$20.99	6.500%
ASIN: B08KVXXL8Q Sold by: guangzhoufengwudianzishangwuyouxiangongsi Order # 114-1229668-2085824 Order date: April 06, 2022						
4	4/6/22	Cartman Blue 39Piece Cutting Plier Tool Set General Household Hand Tool Kit with Plastic Toolbox Storage Case	1	\$19.98	\$19.98	6.500%
ASIN: Sold by: Prowell Manufacturing Limited B078BPNK5Y Order # 114-1229668-2085824 Order date: April 06, 2022						
5	4/6/22	Komelon SL2825 Self Lock 25-Foot Power Tape	1	\$9.73	\$9.73	6.500%
ASIN: Sold by: Amazon.com Services LLC B000BQKXLE Order # 114-1229668-2085824 Order date: April 06, 2022						
6	4/12/22	Sepetrel Swimming Pool Leaf Skimmer Rake with Double-Layer Deep Bag, Professional Grade Aluminum Frame & Handle (Pole Not Included)	2	\$26.98	\$53.96	0.000%
ASIN: B0919GZN5N Sold by: EAST LINK SUPPLY CHAIN MANAGEMENT NINGBO CO., LTD Order # 114-0178789-8689074 Order date: April 11, 2022						

#	Ship date	Description	Qty	Unit price	Item subtotal before tax	Tax
7	4/14/22	D&D Technologies TCHD1AL2S3BTS TruClose Heavy Duty Gate Hinges, for Self Closing Metal Gates up to 154 Pounds, Black, 2 Count ASIN: B07QDXRBZQ Sold by: D&D Technologies USA Inc Order # 114-9812162-4106620 Order date: April 13, 2022	4	\$59.36	\$237.44	0.000%
8	4/14/22	Zip Ties 12 inch Heavy Duty Zip Ties with 120 Pounds Tensile Strength, Black Cable Ties, 100 Pieces ,by Karoka ASIN: B08K4PTCW1 Sold by: Gansu Yangfan Qihang Electronic Technology Co., Lt Order # 114-4953119-4961834 Order date: April 13, 2022	2	\$11.99	\$23.98	0.000%
9	4/21/22	52cm ?20in? Diameter Swim Foam Ring Buoy Swimming Pool Safety Life Preserver W/Nylon Cover Kid Child Adult ASIN: B07BN1858Q Sold by: Qiming Hu Order # 114-1229668-2085824 Order date: April 06, 2022	2	\$45.99	\$91.98	0.000%
10	4/21/22	Amble 2 Pack Basketball Net Replacement - Amble Heavy Duty Net in All Weather for Indoor and Outdoor - 12 Loops Rim ASIN: B07VWV7HC5 Sold by: HUAJIELUNDIANZIYOUXIANGONGSI Order # 114-4326181-3544209 Order date: April 21, 2022	1	\$16.98	\$16.98	0.000%
11		Shipping & handling			\$9.36	0.000%
12		Shipping & handling			\$8.79	6.500%
13		Promotions & discounts			(\$9.36)	0.000%
14		Promotions & discounts			(\$8.79)	6.500%

Total before tax
Tax

\$503.01
\$5.10

Amount due

\$508.11

FAQs

How is tax calculated?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202036190

How are digital products and services taxed?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202074670



Approved - Denise Powers - 5.2.22
Repairs & Maintenance 1.320.57200.60000

INVOICE

BILL TO
Bannon Lakes CDD
Attn. Denise Powers-
Amenity Center Manager
435 Bannon Lakes Boulevard
Saint Augustine, FL 32095

INVOICE 1394
DATE 05/02/2022
TERMS Due on receipt

83A

DESCRIPTION	AMOUNT
Bannon Lakes Pickleball Court Equipment	
As per Email/Fax Quote dated April 14, 2022	
Per Quote- One new pickleball net and one new green net crank	291.49
Melissa@courtsurfacesfla.com	BALANCE DUE \$291.49

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Invoice #:** 91**Invoice Date:** 5/1/22**Due Date:** 5/1/22**Case:****P.O. Number:****Bill To:**

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

3A

Description	Hours/Qty	Rate	Amount
Management Fees - May 2022 1.310.513.340		3,900.00	3,900.00
Website Administration - May 2022 1.310.513.530		100.00	100.00
Information Technology - May 2022 1.310.513.357		150.00	150.00
Dissemination Agent Services - May 2022 1.310.513.316		708.33	708.33
Office Supplies 1.310.513.510		6.43	6.43
Postage 1.310.513.420		27.36	27.36
Copies 1.310.513.425		57.00	57.00
Total			\$4,949.12
Payments/Credits			\$0.00
Balance Due			\$4,949.12

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

April 30, 2022

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3027530

Client Matter No. 2723-1

Mr. Jim Oliver
Bannon Lakes CDD
Governmental Management Services – St. Augustine
Suite 114
475 West Town Place
St. Augustine, FL 32092

78A
1.310.513.315

Invoice No. 3027530
2723-1

Re: General Counsel

For Professional Legal Services Rendered

03/02/22	W. Haber	0.80	220.00	Prepare for and participate in Board meeting
03/04/22	K. Jusevitch	0.60	75.00	Prepare amendment to amenity management agreement; distribute legislative newsletter
03/07/22	W. Haber	0.40	110.00	Prepare amendment to janitorial agreement
03/08/22	K. Jusevitch	0.30	37.50	Prepare budget hearing documents and confer with Haber
03/08/22	C. Stuart	0.30	126.00	Review proposed legislation; monitor committee activity and agendas; monitor Amendment 12 implementation
03/17/22	K. Jusevitch	1.00	125.00	Prepare disclosure of public financing and ratification resolution; confer with Haber; distribute legislative newsletter
03/30/22	J. Gillis	0.30	37.50	Coordinate response to auditor letter

KUTAK ROCK LLP

Bannon Lakes CDD

April 30, 2022

Client Matter No. 2723-1

Invoice No. 3027530

Page 2

TOTAL HOURS 3.70

TOTAL FOR SERVICES RENDERED \$731.00

TOTAL CURRENT AMOUNT DUE \$731.00



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

Invoice

Terms	Date	Invoice #
Net 30	5/1/2022	12951

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

Denise Powers - Approved 5.2.22
1.330.53800.46200 - Landscape Maintenance

13A

Project			Project #
Bannon Lakes CDD			M101
Description	Quantity	Rate	Amount
Monthly maintenance for the month of May	1	12,642.14	12,642.14
Attn. Denise Powers		Total	\$12642.14
		Payments/Credits	\$0.00
		Balance Due	\$12,642.14

Service Summary & Invoice

Zerorez - Jacksonville
225 Sampson Way,
St. Augustine, FL 32092-1761
904-287-5727

zerorez®

Service Date & Time:

05-03-2022 08:00 AM

Invoice #: 95316

Technician: David B Morgan M

Bannon Lakes

Contact: Denise Powers Phone Work: 904-907-1100 Email: bannonmanager@rmsnf.com

Billing Address: 435 Bannon Lakes Boulevard,
St. Augustine FL 32095

Service Address: 435 Bannon Lakes Boulevard,
St. Augustine FL 32095

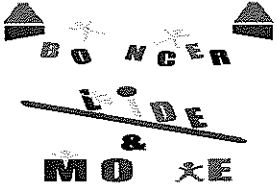
Service/Product Description	Price	Qty	Total
z-Commercial Tile Clean - Tax Exempt - Clean the tile in the bathrooms by the pool. 400 square feet	\$220.00	1	\$220.00
z-Commercial Tile Clean - Tax Exempt - Clean the tile in the 2 bathrooms and entry hall of the fitness center. 260 square feet.	\$145.00	1	\$145.00
Tile Clean	\$0.75	40	\$30.00
z-Commercial Tile Clean - Tax Exempt - Clean the tile in the clubhouse. 800 square feet	\$440.00	1	\$440.00
z-Commercial Tile Clean - Tax Exempt - Clean the rubber matt floors in the fitness center. 900 square feet	\$500.00	1	\$500.00
Discount - 10% discount on cleaning	(\$130.50)	1	(\$130.50)
Subtotal			\$1,204.50
Tax			\$0.00
Total			\$1,204.50

Unpaid \$1,204.50

Thank you for choosing Zerorez® Jacksonville!

Approved: Denise Powers 85A
5/9/22
Repairs & Maintenance 1.320.57200.60000

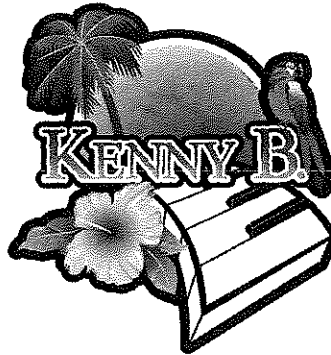
131295606674

	Bouncers, Slides, and More Inc. 1915 Bluebonnet Way Fleming Island, FL 32003		Invoice			
			Date: June 4th, 2022			
			Invoice Number: 06042022.03			
<u>Name / Address</u> Attn: Denise Powers Bannon Lakes 435 Bannon Lakes Blvd. St Augustine, FL 32092 BannonManager@RMSNF.c		Additional Details:				
<u>Description</u>		<u>Quantity</u>	<u>Rate</u>	<u>Discount</u>	<u>Subtotal</u>	<u>Extended</u>
1	Axe Throwing	1	\$200.00			\$650.00
2	Basketball hot shot	1	\$200.00			
3	Soccer Kick	1	\$200.00			
4	16' Wet Slide	1	\$260.00			
5	Generator	1	\$100.00			
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
Comments:		Subtotal				\$650.00
		Sales Tax (0.0%)				N/A
		Total				\$650.00

1,300.15500.10000

44A

* Denise to
 p/u @ WGV
 on 6/3.



March 22, 2022

Invoice #06042022

Bill To: Bannon CDD
435 Bannon Lakes Blvd.
St. Augustine, FL 32095

Contact: Denise Powers
bannonmanager@msnf.com
904-907-1100 office
904-629-9244 cell

Date of Service: June 4th, 2022 (Saturday)

Location: Bannon Lakes
435 Bannon Lakes Blvd.
St. Augustine, FL 32095

11:00 – 2:00 pm

Amount Due: \$350.00
(Net 7 from date of service)

Payable To: Kenneth Baxley
Mailing: 118 Minwill Cir
Georgetown, FL 32139

1,300.15500.10000
(1,320.57200.49400)
SP. EV.
*Denise to p/u@
WGV on 6/3.

72A

Riverside Management Services, Inc
9655 Florida Mining Blvd. W.
Building 300, Suite 305
Jacksonville, FL 32257

Invoice

Invoice #: 140
Invoice Date: 4/30/2022
Due Date: 4/30/2022
Case:
P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Special Event Assistant through April 2022 1,320.572 00.49400 14A	7	25.00	175.00
Total			\$175.00
Payments/Credits			\$0.00
Balance Due			\$175.00

5/5/22
QW

BANNON LAKES CDD
SPECIAL EVENT ASSISTANT INVOICE DETAIL

<u>Quantity</u>	<u>Description</u>	<u>Rate</u>	<u>Amount</u>
7	Special Event Assistant Covers April 2022	\$ 25.00	\$ 175.00
	TOTAL DUE:		<u>\$ 175.00</u>

Special Event Assistant 1.320.57200.49400

BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL EVENT ASSISTANT BILLABLE HOURS
THROUGH APRIL 2022

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
4/16/22	7	E.W.	Special Event - Spring Fling
TOTAL	<u>7</u>		

Invoice

Invoice #: 138
Invoice Date: 5/1/2022
Due Date: 5/1/2022
Case:
P.O. Number:

5/3/22
Cov

FREEDOM PEST CONTROL

904-272-BUGS (2847)
INFO@FREEDOMPESTCONTROLFL.COM
3600 Peoria Rd. Suite 103
Orange Park, FL 32065



Service Slip/Invoice

INVOICE: 1089223
DATE: 5/18/2022
ORDER: 1089223

Bill To: [106210]

Bannon Lakes CDD
 Bannon Lakes Resident's Club
 435 B Bannon Lakes Blvd
 St. Augustine, FL 32092

Work

Location: [106210]

Bannon Lakes CDD
 Bannon Lakes Resident's Club
 435 B Bannon Lakes Blvd
 St. Augustine, FL 32092

Work Date	Time	Target Pest	Technician		Time In
5/18/2022	02:18 PM		2MARCUS	Marcus Lopez	
Purchase Order	Terms	Last Service	Map Code		Time Out
	DUE UPON RECEIPT	5/18/2022		Lic:JE276424	

Service	Description	Price
MONTHLY	Monthly Pest Control	\$160.00
		SUBTOTAL \$160.00
		TAX \$0.00
		AMT. PAID \$0.00
		TOTAL \$160.00
		AMOUNT DUE \$160.00

5.19.22 - Denise Powers
 Approved
 1.320.57200.54500 Pest Control

30A

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



35 Enterprise Drive
Bunnell, FL 32110
(386) 586-3321

Invoice

Terms	Date	Invoice #
Net 30	4/30/2022	12983

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

Approved: Denise Powers
5/23/2022
1.330.53800.46400-Irrigation Repairs

— 1319

Project			Project #
Bannon Lakes CDD			M101
Description	Quantity	Rate	Amount
Irrigation Maintenance Service for April - see attached list.	1	899.00	899.00
Attn. Denise Powers		Total	\$899.00
		Payments/Credits	\$0.00
		Balance Due	\$899.00

Bannon Lakes CDD


<u>Date</u>	<u>Location</u>	<u>Description</u>	<u>Material</u>	<u>Labor</u>	<u>Total Cost</u>
4/4	Bannon Lakes Blvd.	(3) 6Ps, (3) MPR nozzles	\$ 48.00	\$ 38.00	\$ 86.00
4/14	Bannon Lakes Blvd.	6P, MPR nozzle	\$ 16.00	\$ 19.00	\$ 35.00
4/18	Bannon Lakes Blvd.	(7) 6Ps, (7) MPR nozzles, 4" rotor, nozzle	\$ 135.50	\$ 114.00	\$ 249.50
4/19	Bannon Lakes Blvd.	(15) 6Ps, (16) MPR nozzles, 4" rotor, nozzle	\$ 263.50	\$ 228.00	\$ 491.50
4/25	Bannon Lakes Blvd.	6P, MPR nozzle, 1/2" street ell	\$ 18.00	\$ 19.00	\$ 37.00
Total Due					\$ 899.00

Riverside Management Services, Inc
9655 Florida Mining Blvd. W.
Building 300, Suite 305
Jacksonville, FL 32257

Invoice

Invoice #: 142
Invoice Date: 5/12/2022
Due Date: 5/12/2022
Case:
P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Facility Maintenance April 1 - April 30, 2022		1,332.86	1,332.86
Maintenance Supplies		50.66	50.66
Approved 5.13.22 Denise Powers - Operations Manager \$968.46 - Facility Maintenance 1.320.57200.45100 \$364.40 - Grounds Maintenance 1.330.53800.46100 \$50.66 - Repairs & Maintenance 1.320.57200.60000 1412  5-17-22			

Total	\$1,383.52
Payments/Credits	\$0.00
Balance Due	\$1,383.52

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT
MAINTENANCE BILLABLE HOURS
FOR THE MONTH OF APRIL 2022**

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
4/5/22	4.2	K.J.	Straightened and organized all pool deck and patio furniture, washed all tables on patio and pool deck, emptied and restocked all dog waste receptacles, checked and changed all trash receptacles, removed debris from around amenity center, pool, field, parking lot and roadways
4/7/22	5	K.J.	Blew leaves and debris off pool deck, walkways, tennis courts and basketball courts, removed debris from roadways, around amenity center and field, checked and changed all trash receptacles, emptied and restocked dog waste receptacles
4/7/22	1	K.B.	Fixed fan in clubhouse, moved stops on sliding bar window
4/12/22	4	K.J.	Changed water filter, pressure washed fence by fitness center, straightened and organized all pool deck and patio furniture, checked and changed all trash receptacles, emptied and restocked all dog waste receptacles, removed debris from around amenity center, pool, field, parking lot and roadways
4/12/22	2	K.B.	Changed gym filter on water fountain, checked pickleball court net ratchet, checked gate at pool entrances, checked dog park water spicket
4/14/22	5	K.J.	Straightened and organized all pool deck and patio furniture, blew leaves and debris off all sidewalks, removed debris from around amenity center, pool, field, parking lot and roadways, checked and changed all trash receptacles, emptied and restocked all dog waste receptacles
4/14/22	1	K.B.	Moved gym equipment for deep cleaning of fitness center
4/15/22	1	K.B.	Fixed and replaced faucet at dog park, added second faucet to small dog park
4/19/22	1	K.B.	Checked and changed all trash receptacles, emptied and restocked all dog waste receptacles, removed debris around amenity center and field
4/21/22	5	K.B.	Replaced crack on pickleball court, put door stops on four doors, checked and changed all trash receptacles, emptied and restocked dog waste receptacles, removed debris from amenity center, sport courts, pool, field, parking lot and roadways
4/22/22	3	J.S.	Pressure washed bird feces off of pool deck furniture
4/26/22	2	K.B.	Changed hinges on pool gate, changed basketball net, wiped down basketball backboard, blew leaves and debris off pool deck, basketball court, sidewalk and around playground, checked and changed all trash receptacles, removed debris from amenity center, sport courts, pool and field
4/28/22	2	K.B.	Patched holes in office and painted wall in office
TOTAL	<u><u>36.2</u></u>		
MILES	<u><u>148</u></u>		*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

MAINTENANCE BILLABLE PURCHASES

Period Ending 05/05/22

<u>DISTRICT</u>	<u>DATE</u>	<u>SUPPLIES</u>	<u>PRICE</u>	<u>EMPLOYEE</u>
BL				
BANNON LAKES	4/15/22	PTFE Seal Tape 5pk	2.91	K.B.
	4/15/22	1/2" Galvanized Coupling (2)	6.05	K.B.
	4/15/22	1/2"x1-1/2" Galvanized Nipple (2)	4.85	K.B.
	4/15/22	1/2" Sillcock Quarter Turn (2)	26.90	K.B.
	4/15/22	1/2" Galvanized Tee	4.14	K.B.
	4/15/22	1/2"x2" Galvanized Nipple (2)	5.81	K.B.
		TOTAL	<u>\$50.66</u>	



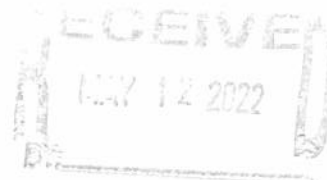
Questions on this invoice call:
(866) 470-7133 Option 2
Ghbillinginquiries@ccc.gannett.com

10	11	12	14	13	15	16	17	18	19
START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT	
03/31		Balance Forward						\$10.00	
04/07	P201810	Payment - Lockbox 1018						\$-10.00	
04/26 04/26	I03412268-04262022	Affidavit						\$10.00	
04/26 04/26	I03412268-04262022	Notice of Meeting	SA St Augustine Record	1.00 x 4.2500	4.25	1	\$8.98	\$38.17	
04/26 04/26	I03412268-04262022	Notice of Meeting	SA St Aug Record Online	1.00 x 4.2500	4.25	1	\$8.97	\$38.12	
PREVIOUS AMOUNT OWED:				\$10.00					
NEW CHARGES THIS PERIOD:				\$86.29					
CASH THIS PERIOD:				(\$10.00)					
DEBIT ADJUSTMENTS THIS PERIOD:				\$0.00					
CREDIT ADJUSTMENTS THIS PERIOD:				\$0.00					
We appreciate your business.									

2A

1,310.513.480

RECEIVED
JAN 12 2022



2A

1,310.513.480

INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE
	\$86.29		\$0.00	\$0.00	\$0.00	\$0.00		\$86.29

25	ADVERTISER INFORMATION						
1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
	04/01/2022 - 04/30/2022		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
	04/01/2022 - 04/30/2022		BANNON LAKES CDD - GMS

COMPANY	23	TOTAL AMOUNT DUE	* UNAPPLIED AMOUNT	3	TERMS OF PAYMENT
SA 7		\$86.29	\$0.00		NET 15 DAYS

21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS
	\$86.29		\$0.00	\$0.00	\$0.00

4	PAGE #	5	BILLING DATE	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	24	STATEMENT NUMBER
	1		04/30/2022		15652		15652		0000109881

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS



8 - 2445

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, Apr 26, 2022
8:52:18AM

Legal Ad Invoice

The St. Augustine Record

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

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

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

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

Ad Number: 0003412268-01

Start: 04/26/2022

Placement: SA Legals

Copy Line: NOTICE OF MEETING BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT The Bannon Lakes Community Develo

Caller: Shelby Stephens

Issues: 1

Rep: Chris ISC-Landry

Paytype: BILL

Stop: 04/26/2022

Lines	51
Depth	4.25
Columns	1
Price	\$76.29

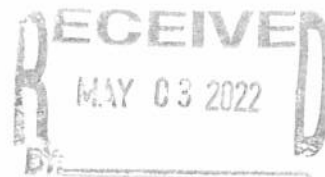
NOTICE OF MEETING BANNON LAKES COMMUNITY DEVELOPMENT DIS- TRICT

The Bannon Lakes Community Development District Audit Committee Meeting will be held on Wednesday, May 4, 2022 at 1:00 p.m. at the World Golf Village Renaissance Hotel, 500 S. Legacy Trail, St. Augustine, Florida 32092. Immediately following the adjournment of the Audit Committee meeting will be the regular meeting of the Board of Supervisors. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 475 West Town Place, Suite 114, St. Augustine, FL 32092 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

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

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

James Oliver
District Manager
0003412268 April 26, 2022



THE ST. AUGUSTINE RECORD
Affidavit of Publication

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

SAINT AUGUSTINE, FL 32092

ACCT: 15652
AD# 0003412268-01
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 MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF MEETING** in the matter of **BOS MTG 5/4/22** was published in said newspaper in the issue dated **04/26/2022**.

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.

NOTICE OF MEETING
BANNON LAKES
COMMUNITY DEVELOPMENT DISTRICT

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James Oliver
District Manager
0003412268 April 26, 2022

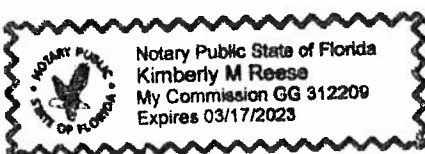
Sworn to (or affirmed) and subscribed before me by means of

☒ physical presence or
☐ online notarization

this _____ day of **APR 26 2022**

by *[Signature]* who is personally known to
me or who has produced as identification

[Signature]
(Signature of Notary Public)



Service Summary & Invoice

Zerorez - Jacksonville
225 Sampson Way,
St. Augustine, FL 32092-1761
904-287-5727

zerorez®

Service Date & Time:

02-22-2022 08:00 AM

Invoice #: 92648

Technician: David B Matthew C

Bannon Lakes

Contact: Denise Powers

Phone Work: 904-907-1100

Email: bannonmanager@rmsnf.com

Billing Address: 435 Bannon Lakes Boulevard,
St. Augustine FL 32095

Service Address: 435 Bannon Lakes Boulevard,
St. Augustine FL 32095

Service/Product Description	Price	Qty	Total
z-Commercial Area Rug - Tax Exempt - 8x11 wool area rug - per square foot	\$1.00	88	\$88.00
z-Commercial Chair - Tax Exempt - 4 arm chairs	\$59.00	4	\$236.00
z-Commercial Discount - 10% discount	(\$0.10)	463	(\$46.30)
z-Commercial Sofa Tax Exempt - Linen sofa	\$139.00	1	\$139.00
Subtotal			\$416.70
Tax			\$0.00
Total			\$416.70

Unpaid \$416.70

Thank you for choosing Zerorez® Jacksonville!

1,320,572.600
85A
cleaned furniture

Grau and Associates

951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

Bannon Lakes Community Development District
1408 Hamlin Avenue, Unit E
Saint Cloud, FL 34771

Invoice No. 22215
Date 04/04/2022

SERVICE	AMOUNT
Audit FYE 09/30/2021	\$ <u>6,000.00</u>
Current Amount Due	\$ <u>6,000.00</u>

EXP 5/22
1,310,513.322
1219

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
6,000.00	0.00	0.00	0.00	0.00	6,000.00

Payment due upon receipt.

ID Workplace LLC

4171 West Hillsboro Blvd
Suite 13
Coconut Creek, FL 33073

Invoice

Date	Invoice #
5/26/2022	1602

Bill To
Bannon Lakes CDD C/o GMS 475 West Town Place, Suite 114 St. Augustine, FL 32092

Ship To
Bannon Lakes CDD C/o GMS 475 West Town Place, Suite 114 Attn: Denise Powers/904-907-1100 St. Augustine, FL 32092

86A

Rep	S.O. No.	P.O. No.	Terms
MW22	617		Net 30

Item	Description	Ordered	Invoiced	Each	Total
Prox26ClamshellIV	26 Bit Clamshell Proximity Badge	200	200	3.59	718.00
Shipping & Handling	UPS Shipping & Handling	1	1	16.75	16.75
	5/26 - shipped UPS Track# 1Z0542YW0399176504				

Approved 5.26.22
Denise Powers
1.320.57200.46110 -Access Cards

Subtotal	\$734.75
Sales Tax (0.0%)	\$0.00
Total	\$734.75
Payments/Credits	\$0.00
Balance Due	\$734.75



Invoice

Date
Invoice #5/23/2022
1312956071741707 Townhurst Dr
Houston TX 77043
ar@poolsure.com
800-858-POOL (7665)
www.poolsure.com

Bill To
Riverside Management Services Bannon Lakes CDD 9655 Florida Minning Blvd West bldg 300 suite 305 Jacksonville FL 32257

Terms	Net 20
Due Date	6/12/2022
PO #	
Delivery Ticket #	Sales Order #1339232
Delivery Date	5/20/2022
Delivery Location	Bannon Lakes Pool
Customer #	13BAN025
AZ License #	#331721
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	500	gal	1.85	925.00
160-050	Pool Acid bulk by Gallon	30	gal	3.19	95.70
	Pool Chemicals				
	19A				
	1,320.572.45210				
	June				

Subtotal	1,020.70
Shipping Cost (FEDEX GROUND)	0.00
Total	1,020.70
Amount Due	\$1,020.70

Remittance Slip

Customer
13BAN025
Invoice #
131295607174

Amount Due \$1,020.70

Amount Paid

Make Checks Payable To

Poolsure
PO Box 55372
Houston, TX 77255-5372

131295607174

Order Confirmation 0048648507

1 message

Direct Tools Factory Outlet <support@directtoolsoutlet.com>
Reply-To: "support@directtoolsoutlet.com" <support@directtoolsoutlet.com>
To: Denise Powers <dpowers@gmsnf.com>

Sun, May 29, 2022 at 11:59 AM

Dear Denise Powers,

Thank you for shopping with Direct Tools Factory Outlets

Due to high order volume, we are experiencing longer than normal processing times. Orders may take up to 8 business days to process and ship. You will receive a tracking number once your order has been processed. You can check the status of your order by logging into your account or contacting customer service, support@directtoolsoutlet.com.

You requested Delivery for Order 0048648507. You will receive an email notification once your order has been shipped.

This email contains a complete order summary and should be retained for your records.

If you have any questions or concerns, please contact our Customer Service Team via phone at 1-877-203-3246 or email at support@directtoolsoutlet.com.

Shipped To:
924 Indian River Rd , Saint Augustine, Florida, 32092-2423

Qty	Price	Sale	Total
1	\$189.99	\$132.99	\$132.99



**RYOBI 40 Volt Lithium-Ion Brushless
Backpack Blower Kit**
ZRRY40440
FACTORY RECONDITIONED
BATTERY INCLUDED

Payment Method

Visa **** * 5624

Billing Address

Denise J Powers
924 Indian River Rd
Saint Augustine, Florida 32092-2423
9046299244

Order Summary

ITEMS PRICE	\$189.99
DISCOUNTS	- \$57.00
SUBTOTAL	\$132.99
SHIPPING	\$12.99
TAXES	\$9.49
ORDER TOTAL	\$155.47

YOU SAVED \$57.00!

**FREEDOM
PEST CONTROL**
904-272-BUGS (2847)

INFO@FREEDOMPESTCONTROLFL.COM
3600 Peoria Rd. Suite 103
Orange Park, FL 32065



Service Slip/Invoice

INVOICE: 1090784
DATE: 5/18/2022
ORDER: 1090784

Bill To: [106210]

Bannon Lakes CDD
Bannon Lakes Resident's Club
435 B Bannon Lakes Blvd
St. Augustine, FL 32092

Work Location: [106210]

Bannon Lakes CDD
Bannon Lakes Resident's Club
435 B Bannon Lakes Blvd
St. Augustine, FL 32092

Work Date	Time	Target Pest	Technician	Time In
5/18/2022	03:49 PM		2MARCUS	
Purchase Order	Terms	Last Service	Map Code	Time Out
	DUE UPON RECEIPT	5/18/2022		
			Lic.JE276424	

Service	Description	Price
---------	-------------	-------

RODENT

Rodent Control

*May
Pest Control
1,320.572.545
30A*

\$100.00

SUBTOTAL \$100.00
TAX \$0.00
AMT. PAID \$0.00
TOTAL \$100.00

AMOUNT DUE \$100.00

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

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Invoice #:** 92**Invoice Date:** 6/1/22**Due Date:** 6/1/22**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 - June 2022	1,310.573.340	3,900.00	3,900.00
Website Administration - June 2022	530	100.00	100.00
Information Technology - June 2022	357	150.00	150.00
Dissemination Agent Services - June 2022	316	708.33	708.33
Office Supplies	510	15.33	15.33
Postage	420	37.67	37.67
Copies	425	432.20	432.20
Telephone	410	51.70	51.70
Total			\$5,395.23
Payments/Credits			\$0.00
Balance Due			\$5,395.23



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

Invoice

Terms	Date	Invoice #
Net 30	6/1/2022	13014

Approved 6.2.22
Denise Powers
1.330.53800.46200 - Landscape Maint

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

13A

Project			Project #
Bannon Lakes CDD			M101
Description	Quantity	Rate	Amount
Monthly maintenance for the month of June	1	12,642.14	12,642.14
Attn. Denise Powers		Total	\$12642.14
		Payments/Credits	\$0.00
		Balance Due	\$12,642.14

Riverside Management Services, Inc
9655 Florida Mining Blvd. W.
Building 300, Suite 305
Jacksonville, FL 32257

Invoice


Invoice #: 141
Invoice Date: 6/1/2022
Due Date: 6/1/2022
Case:
P.O. Number:

Bill To:

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

Jim Oliver Approved

14A

Description	Hours/Qty	Rate	Amount
1.320.57200.45200 - Pool Maintenance Services - June 2022		911.00	911.00
1.320.57200.46001 - Contract Administration - June 2022		1,676.33	1,676.33
1.320.57200.34000 - Facility Management - Bannon Lakes - June 2022		5,150.00	5,150.00
 6.3.22			

Total \$7,737.33

Payments/Credits \$0.00

Balance Due \$7,737.33

THIGPEN

HEATING & COOLING, INC.

Since 1962

2801 Dawn Rd
Jacksonville, FL 32207-7903
Phone: (904) 448-1962
service@thigpenhvac.com

Invoice

Number: 30596

Date: 5/26/2022

Account No: 126153

Terms: NET DUE UPON RECEIPT

Reference: Order 30596

Service Advisor: Ernie Hudson

Customer PO#:

Billing Address:

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

Service Address:

Bannon Lakes Amenity Center
435 Bannon Lakes Blvd
St. Augustine, FL 32095

NOTES

Approved 6/6/2022
Denise Powers
1.320.57200.60000-Repairs & Maintenance
Quarterly HVAC inspections

62A

Item	Description	Qty	Unit	Price	Extended
CPM	Commercial Planned Maintenance	1.00		\$385.00	\$385.00
MISC-ENVIRON-FEE	Misc. Supplies & Enviromental	1.00		\$20.00	\$20.00

TERMS AND CONDITIONS

Net due on day of installation, or in accordance with financing agreement. The Seller retains the title to all materials and property listed herein until payments have been made in full. Accounts not paid within thirty (30) days of notice of invoice are in default and a late payment charge of 1 - 1/2 % per month will be added. Buyer agrees to any reasonable attorney or collection fees incurred by Seller in securing payment for this contract

Thigpen Heating and Cooling, Inc. is not responsible for any property damages unless damage has occurred while employees are still on premises.

Non-Taxable:	\$405.00
Taxable:	\$0.00
Sub Total:	\$405.00
Sales Tax:	\$0.00
Freight:	
Total:	\$405.00
Total Paid:	
Total Due:	\$405.00

CACO56729

CACO56726

CN208226

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

June 7, 2022

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3064339

Client Matter No. 2723-1

Mr. Jim Oliver
Bannon Lakes CDD
Governmental Management Services – St. Augustine
Suite 114
475 West Town Place
St. Augustine, FL 32092

78A
1,310.513.315

Invoice No. 3064339 - Apr & May
2723-1

Re: General Counsel

For Professional Legal Services Rendered

04/04/22	W. Haber	0.60	165.00	Review and respond to correspondence regarding pond maintenance
04/19/22	W. Haber	0.20	55.00	Review agenda for May meeting
04/20/22	W. Haber	0.50	137.50	Review audit and confer with Peregrino regarding same
04/21/22	W. Haber	0.30	82.50	Review correspondence regarding request for reimbursement
04/22/22	W. Haber	0.30	82.50	Review and respond to correspondence regarding audit
04/22/22	W. Haber	0.40	110.00	Review and respond to correspondence regarding roadway acquisition
04/26/22	K. Jusevitch	0.50	62.50	Prepare meeting documents; confer with Haber and correspond with district manager
05/02/22	W. Haber	1.40	385.00	Review and revise Disclosure of Public Finance; research issue regarding pond maintenance

KUTAK ROCK LLP

Bannon Lakes CDD

June 7, 2022

Client Matter No. 2723-1

Invoice No. 3064339

Page 2

05/03/22	J. Gillis	0.30	37.50	obligation; confer with Oliver; respond to auditor inquiry
05/03/22	W. Haber	0.90	247.50	Coordinate response to auditor letter update
05/03/22	K. Jusevitch	1.20	150.00	Prepare for Board meeting; confer with Oliver regarding same; review auditor request
05/04/22	W. Haber	1.80	495.00	Amend disclosure of public financing; confer with Haber
05/05/22	W. Haber	0.30	82.50	Prepare for and participate in Board meeting
05/06/22	W. Haber	0.60	165.00	Prepare janitorial agreement
05/12/22	K. Jusevitch	0.20	25.00	Review and revise agreement for janitorial services; prepare amendment to Riverside agreement
05/16/22	W. Haber	0.20	55.00	Prepare auditor notice and confer with Haber
				Review and revise notice for auditing services
TOTAL HOURS		9.70		
TOTAL FOR SERVICES RENDERED				\$2,337.50
TOTAL CURRENT AMOUNT DUE				<u>\$2,337.50</u>

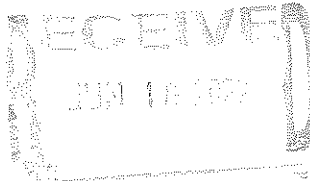
10	11	12	14	13	15	16	17	18	19
START STOP	NEWSPAPER REFERENCE	DESCRIPTION		PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT
04/30		Balance Forward							\$86.29
05/12 05/12	103414588-05122022	Affidavit							\$10.00
05/12 05/12	103414588-05122022	NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT Notice is hereby given that the quali		SA St Augustine Record	1.00 x 3.7500	3.75	1	\$8.98	\$33.68
05/12 05/12	103414588-05122022	NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT Notice is hereby given that the quali		SA St Aug Record Online	1.00 x 3.7500	3.75	1	\$8.97	\$33.64
PREVIOUS AMOUNT OWED:					\$86.29				
NEW CHARGES THIS PERIOD:					\$77.32				
CASH THIS PERIOD:					\$0.00				
DEBIT ADJUSTMENTS THIS PERIOD:					\$0.00				
CREDIT ADJUSTMENTS THIS PERIOD:					\$0.00				
We appreciate your business.									
So that we may serve you better, please remit the amount due. New business is dependent on prompt payments. Please include the remittance stub and input your account number on your check. Thank you.									

RECEIVED

JUN 18 1997

2A

1.310.513.480



2A
1.310.513.480

INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



21 CURRENT NET AMOUNT	22 30 DAYS	60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	23 TOTAL AMOUNT DUE
\$77.32	\$86.29	\$0.00	\$0.00	\$0.00	\$163.61

ADVERTISER INFORMATION			
25 1 BILLING PERIOD	6 BILLED ACCOUNT NUMBER	7 ADVERTISER/CLIENT NUMBER	2 ADVERTISER/CLIENT NAME
05/01/2022 - 05/31/2022	15652	15652	BANNON LAKES CDD - GMS

MAKE CHECKS PAYABLE TO

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

Payment is due upon receipt.

The St. Augustine Record

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

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

1 BILLING PERIOD	2 ADVERTISER/CLIENT NAME
05/01/2022 - 05/31/2022	BANNON LAKES CDD - GMS

COMPANY	23 TOTAL AMOUNT DUE	* UNAPPLIED AMOUNT	3 TERMS OF PAYMENT
SA 7	\$163.61	\$0.00	NET 15 DAYS

21 CURRENT NET AMOUNT	22 30 DAYS	60 DAYS	OVER 90 DAYS
\$77.32	\$86.29	\$0.00	\$0.00

4 PAGE #	5 BILLING DATE	6 BILLED ACCOUNT NUMBER	7 ADVERTISER/CLIENT NUMBER	24 STATEMENT NUMBER
1	05/31/2022	15652	15652	0000111525

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS



8 - 2230

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

Thu, May 12, 2022
8:14:36AM

Legal Ad Invoice

The St. Augustine Record

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

Acct: 15652
Phone: 9049405850

E-Mail:

Client: BANNON LAKES CDD - GMS

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

City: SAINT AUGUSTINE

State: FL

Zip: 32092

Ad Number: 0003414588-01

Start: 05/12/2022

Placement: SA Legals

Copy Line: NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE BANNON LAKES (

Caller: Shelby Stephens

Issues: 1

Rep: Melissa Rhinehart

Paytype: BILL

Stop: 05/12/2022

Lines	44
Depth	3.75
Columns	1
Price	\$67.32

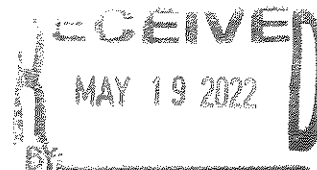
NOTICE OF QUALIFYING PERIOD
FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS
OF THE
BANNON LAKES COMMUNITY DE-
VELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Bannon Lakes Community Development District will commence at noon on June 13, 2022, and close at noon on June 17, 2022. Candidates must qualify for the office of Supervisor with the St. Johns County Supervisor of Elections located at 4455 Avenue A, Suite 101, St. Augustine, FL 32095, Phone (904) 823-2238. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a "qualified elector" of the District, as defined in Section 190.003, Florida Statutes. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Bannon Lakes Community Development District has two (2) seats up for election, specifically seats 4 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, and in the manner prescribed by law for general elections.

For additional information, please contact the St. Johns County Supervisor of Elections.

0003414588 May 12, 2022



THE ST. AUGUSTINE RECORD
Affidavit of Publication

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

SAINT AUGUSTINE, FL 32092

ACCT: 15652
AD# 0003414588-01

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 MELISSA RHINEHART 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 **QUALIFYING PERIOD FOR CANDIDATES** was published in said newspaper in the issue dated 05/12/2022.

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.

NOTICE OF QUALIFYING PERIOD
FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS
OF THE
BANNON LAKES COMMUNITY DE-
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0003414588 May 12, 2022

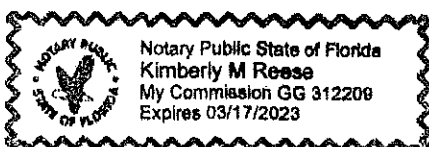
Sworn to (or affirmed) and subscribed before me by means of

☒ physical presence or
☐ online notarization

this ____ day of MAY 12 2022

by *Melissa Rhinehart* who is personally known to
me or who has produced as identification

Kimberly M Reese
(Signature of Notary Public)



88A

Wipes LLC

PO Box 324
Northville, MI 48167
sales@wipes.com
www.wipes.com

Approved 6.13.22

Denise Powers

1.320.57200.60100 - Fitness Center Repairs/Supplies

**INVOICE**

BILL TO	SHIP TO	SHIP DATE	06/08/2022	INVOICE	11309
Bannon Lakes - St. Augustine FL	Bannon Lakes - St. Augustine FL	SHIP VIA	UPS	DATE	06/08/2022
435 Bannon Lakes Blvd	435 Bannon Lakes Blvd			TERMS	Net 15
St Augustine, FL 32095	St Augustine, FL 32095			DUE DATE	06/23/2022

	DESCRIPTION	QTY	RATE	AMOUNT
Wipes.com Disinfectant Wipes Case	One (1) Case - Four (4) - 800 count rolls of EPA registered disinfecting wipes	2	98.96	197.92T
Shipping	Freight Cost	2	16.14	32.28
Sales Tax	Sales Tax calculated by AvaTax on Mon 14 Feb 17:24:02 UTC 2022	1	0.00	0.00

SUBTOTAL	230.20
TAX	0.00
TOTAL	230.20

BALANCE DUE	\$230.20
-------------	-----------------

Bob's Backflow & Plumbing Services, Inc.
4640 Subchaser Ct, Ste 113
Jacksonville, FL 32244

Invoice 83639

Invoice Date
6/16/2022

Bill To
Bannon Lakes Community C/o Governmental Management Services 475 West Town Place Suite 114 St Augustine, FL 32092 Attn: Dave deNagy

Job Location
Bannon Lakes Community 435 Bannon Lakes Blvd Saint Augustine, FL 32095

Bob's Backflow & Plumbing Services, Inc.
4640 Subchaser Ct, Ste 113
Jacksonville, FL 32244
Phone # 904-268-8009 Fax # 904-292-4403

Please detach and return top portion with payment

P.O. Number	Terms	Due Date
	Net 30	7/16/2022

Serviced	Description	Quantity	Price Each	Amount
6/15/2022	Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider Potable: 1 1/2" 975XL Serial# 4323463 - Passed 45A 1,330.538.464	1	45.00	45.00

Thank you for your business. We appreciate your prompt payment.

Please make checks payable to Bob's Backflow and include your invoice number.

Total	\$45.00
Payments/Credits	\$0.00
Balance Due	\$45.00

St. Johns County Utility Department Backflow Device Test Report

COMPANY: GMS/Governmental Mgmt Svcs Inc

NAME: _____

Account # 563249-134163

BILLING ADDRESS: c/o 475 West Town Place Suite 114 St Augustine, FL 32092

LOCATION OF ASSEMBLY: 435 Bannon Lakes Blvd St. Augustine, FL 32095 Amenity Center- RS entrance

TYPE OF ASSEMBLY: RP ☒ DC ☐ PVB ☐ SIZE 1-1/2" Water Meter #: 77848648

MANUFACTURER: Wilkins MODEL: 975XL SERIAL #: 4323463

GAUGE MANU Mid-West Serial# 11161031 TYPE OF SERVICE: Potable

Check Valve #1	Relief Valve	Check Valve #2	Pressure Vacuum Breaker
<input type="checkbox"/> leaked <input checked="" type="checkbox"/> closed tight	opened at: <u>3.5</u> or did not open <input type="checkbox"/>	<input type="checkbox"/> leaked <input checked="" type="checkbox"/> closed tight	Air inlet: did not ope <input type="checkbox"/> or opened at _____ psi
differential pressure across check valve <u>8.0</u> psi	Outlet shut-off valve: <input type="checkbox"/> leaked <input checked="" type="checkbox"/> closed tight	OPTIONAL TEST differential pressure across check valve <u>1.8</u> psi	Check valve: leaked <input type="checkbox"/> or held at _____ psi
<input type="checkbox"/> cleaned only Replaced: rubber kit <input type="checkbox"/> CV assembly <input type="checkbox"/> or disc <input type="checkbox"/> O-rings <input type="checkbox"/> Seat <input type="checkbox"/> spring <input type="checkbox"/> stem/guide <input type="checkbox"/> retainer <input type="checkbox"/> lock nuts <input type="checkbox"/> Other <input type="checkbox"/>	<input type="checkbox"/> RV cleaned only Replaced: RV rubber kit <input type="checkbox"/> RV assembly <input type="checkbox"/> or disc <input type="checkbox"/> diaphram(s) <input type="checkbox"/> seat <input type="checkbox"/> spring <input type="checkbox"/> guide <input type="checkbox"/> O-rings <input type="checkbox"/> Other <input type="checkbox"/>	<input type="checkbox"/> cleaned only Replaced: rubber kit <input type="checkbox"/> CV assembly <input type="checkbox"/> or disc <input type="checkbox"/> O-rings <input type="checkbox"/> Seat <input type="checkbox"/> spring <input type="checkbox"/> stem/guide <input type="checkbox"/> retainer <input type="checkbox"/> lock nuts <input type="checkbox"/> Other <input type="checkbox"/>	<input type="checkbox"/> cleaned only Replaced: rubber kit <input type="checkbox"/> CV assembly <input type="checkbox"/> disc, air inlet <input type="checkbox"/> disc, CV <input type="checkbox"/> seat, CV <input type="checkbox"/> spring, air inlet <input type="checkbox"/> sprint, CV <input type="checkbox"/> retainer <input type="checkbox"/> guide <input type="checkbox"/> O-rings <input type="checkbox"/> Other <input type="checkbox"/>
differential pressure across check valve _____ psi	Relief valve opened at _____ psi	differential pressure across check valve _____ psi	air inlet _____ psi check valve _____ psi

REMARKS:

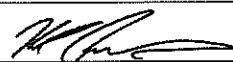
I hereby certify that this data is accurate and reflects the proper operation and maintenance of the assembly. Note: All repairs shall be completed within ten (10) working days.

Company Name: Bob's Backflow & Plumbing Services, Inc.

Testers Name: Kenneth Smith

Cert#: J10-21-13280

DATE: 06-15-22

Testers Signature: 

THIS ASSEMBLY: ☒ PASSED ☐ FAILED

FREEDOM PEST CONTROL

904-272-BUGS (2847)
INFO@FREEDOMPESTCONTROLFL.COM
3600 Peoria Rd. Suite 103
Orange Park, FL 32065



Service Slip/Invoice

INVOICE: 1091601
DATE: 6/16/2022
ORDER: 1091601

Bill To: [106210]
Bannon Lakes CDD
Bannon Lakes Resident's Club
435 B Bannon Lakes Blvd
St. Augustine, FL 32092

Work Location: [106210]
Bannon Lakes CDD
Bannon Lakes Resident's Club
435 B Bannon Lakes Blvd
St. Augustine, FL 32092

Work Date	Time	Target Pest	Technician		Time In
6/16/2022	01:46 PM		2MARCUS	Marcus Lopez	
Purchase Order	Terms	Last Service	Map Code		Time Out
	DUE UPON RECEIPT	6/16/2022		Lic:JE276424	

Service	Description	Price
MONTHLY	Monthly Pest Control	\$160.00
	30 A	
	1.320.572.545	
	June	
	SUBTOTAL	\$160.00
	TAX	\$0.00
	AMT. PAID	\$0.00
	TOTAL	\$160.00
	AMOUNT DUE	\$160.00

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)
INFO@FREEDOMPESTCONTROLFL.COM
3600 Peoria Rd. Suite 103
Orange Park, FL 32065



Service Slip/Invoice

INVOICE: 1092312
DATE: 6/16/2022
ORDER: 1092312

Bill To: [106210]
Bannon Lakes CDD
Bannon Lakes Resident's Club
435 B Bannon Lakes Blvd
St. Augustine, FL 32092

Work Location: [106210]
Bannon Lakes CDD
Bannon Lakes Resident's Club
435 B Bannon Lakes Blvd
St. Augustine, FL 32092

Work Date	Time	Target Pest	Technician	Time In
6/16/2022	01:02 PM		2MARCUS	
Purchase Order	Terms	Last Service	Map Code	Time Out
	DUE UPON RECEIPT	6/16/2022		

Marcus Lopez

Lic:JE276424

Service	Description	Price
RODENT	Rodent Control <i>June</i>	\$100.00
	<i>30A</i>	
	<i>1.320.572.545</i>	
		SUBTOTAL \$100.00
		TAX \$0.00
		AMT. PAID \$0.00
		TOTAL \$100.00
		AMOUNT DUE \$100.00

Approved 6/16/22
Denise Powers
Pest Control 1.320.57200.54500

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.

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



Invoice

Date 6/13/2022
Invoice # 1312956075801707 Townhurst Dr
Houston TX 77043
ar@poolsure.com
800-858-POOL (7665)
www.poolsure.com

Terms	Net 20
Due Date	7/3/2022
PO #	
Delivery Ticket #	Sales Order #1339589
Delivery Date	6/10/2022
Delivery Location	Bannon Lakes Pool
Customer #	13BAN025
AZ License #	#331721

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 <i>June Pool Chemicals</i> <i>19A</i> <i>1. 320.572.45210</i>	400	gal	1.85	740.00

Subtotal	740.00
Shipping Cost (FEDEX GROUND)	0.00
Total	740.00
Amount Due	\$740.00

Remittance Slip

Customer
13BAN025
Invoice #
131295607580

Amount Due \$740.00

Amount Paid _____

Make Checks Payable To

Poolsure
PO Box 55372
Houston, TX 77255-5372

131295607580


Riverside Management Services, Inc
9655 Florida Mining Blvd. W.
Building 300, Suite 305
Jacksonville, FL 32257

Invoice

Invoice #: 144
Invoice Date: 6/16/2022
Due Date: 6/16/2022
Case:
P.O. Number:

Bill To:
Bannon Lakes CDD
9655 Florida Mining Blvd W
Suite 305
Jacksonville, FL 32267

Description	Hours/Qty	Rate	Amount
Facility Maintenance May 1 - May 31, 2022		1,494.35	1,494.35
Approved 6/20/2022 Denise Powers			
Grounds Maintenance 1.330.53800.46100 \$448.31			
Facility Maintenance 1.320.57200.45100 \$1046.04			
Total			\$1,494.35
Payments/Credits			\$0.00
Balance Due			\$1,494.35

6/22/22


**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT
MAINTENANCE BILLABLE HOURS
FOR THE MONTH OF MAY 2022**

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
5/2/22	2	R.W.	Straightened and organized all pool deck furniture, emptied and restocked all dog waste receptacles, checked and changed all trash receptacles
5/3/22	2	K.B.	Removed debris from roadways, around amenity center and field, checked and changed all trash receptacles, emptied and restocked dog waste receptacles
5/4/22	9.67	J.S.	Fixed front gate to pool area, adjusted gate going into playground area, blew leaves and debris off walkways, dog park and pool area, installed new basketball net, cleaned backboard on basketball court, painted office area
5/5/22	2	K.B.	Assembled new office desk
5/8/22	1	K.B.	Painted office closet
5/11/22	5	S.A.	Blew leaves and debris off pool deck, walkways, parking lot, tennis courts and basketball courts, removed debris from roadways, around amenity center and field, checked and changed all trash receptacles, emptied and restocked dog waste receptacles, straightened and organized all pool deck and patio furniture
5/12/22	3	S.A.	Pressure washed the sidewalks
5/16/22	2	K.B.	Fixed office door handle, moved desk in storage, removed debris from roadways, around amenity center and field, checked and changed all trash receptacles, emptied and restocked dog waste receptacles
5/17/22	2	K.B.	Blew leaves and debris off pool deck, walkways, parking lot, tennis courts and basketball courts, removed debris from roadways, around amenity center and field
5/18/22	1	K.B.	Brushed basketball court to remove goose feces, hung pictures in office and threw away boxes, checked and changed all trash receptacles as needed
5/19/22	4	K.B.	Pressure washed sidewalk around playground, brushed goose feces off basketball courts, removed debris from roadways, around amenity center and field, checked and changed all trash receptacles, emptied and restocked dog waste receptacles
5/20/22	1	K.B.	Checked and changed all trash receptacles, brushed feces off basketball courts, removed debris off roads
5/21/22	1	K.B.	Checked and cleaned up facility after storm
5/22/22	1	K.B.	Reset DKS gate key system due to storm knocking it out
5/23/22	1	K.B.	Checked and changed all trash receptacles, emptied and restocked all dog waste receptacles
5/25/22	1.5	K.B.	Fixed men's room toilet paper holder, scrubbed basketball court bird feces off, blew leaves and debris off tennis courts and basketball courts
5/27/22	1	K.B.	Cleaned basketball court of bird feces, checked and changed all trash receptacles, emptied and restocked all dog waste receptacles, removed debris around amenity center
5/30/22	1	K.B.	Blew leaves and debris off pool deck, walkways, parking lot, tennis courts and basketball courts, removed debris from roadways, around amenity center and field

TOTAL 41.17

MILES 120

*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445



35 Enterprise Drive
Bunnell, FL 32110
(386) 586-3321

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

Invoice

Terms	Date	Invoice #
Net 30	5/31/2022	13047

Approved 6/24/2022
Denise Powers
Irrigation Repairs
1.330.53800.46400

13A

Project			Project #
Bannon Lakes CDD			M101
Description	Quantity	Rate	Amount
Irrigation Maintenance Service for May - see attached list.	1	1,201.50	1,201.50
Attn. Denise Powers		Total	\$1,201.50
		Payments/Credits	\$0.00
		Balance Due	\$1,201.50

Bannon Lakes CDD

<u>Date</u>	<u>Location</u>	<u>Description</u>	<u>Material</u>	<u>Labor</u>	<u>Total Cost</u>
5/5	Bannon Lakes Blvd.	6P, MPR	\$ 17.00	\$ 19.00	\$ 36.00
5/6	Bannon Lakes Blvd.	(3) 6Ps, (6) MPRs	\$ 79.50	\$ 76.00	\$ 155.50
5/9	Exit side, entrance	15 ft. 2" PVC, (2) 1-1/2" 90°s, (2) 2" couplings, 2-1/2" RB	\$ 54.00	\$ 152.00	\$ 206.00
5/24	Front entrance	3" Tee, 3" coupling, (3) 2-1/2" RBs, 20 ft. 3" PVC, 20 ft. 2-1/2" PVC	\$ 198.50	\$ 152.00	\$ 350.50
5/25	Amenity Center	(2) 1/2" poly couplings, 6P, nozzle	\$ 10.50	\$ 38.00	\$ 48.50
5/31	break	3 ft. 3" PVC, 1 ft. 2-1/2" PVC, 3" coupling, 2-1/2" coupling, 3" Tee, (3) 2-1/2" RBs, 3" slip-fix	\$ 101.00	\$ 304.00	\$ 405.00
Total Due					\$ 1,201.50



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

Invoice

Terms	Date	Invoice #
Net 30	6/24/2022	13057

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

Approved 6/24/2022
 Denise Powers
 Landscape Contingency
 1.330.57200.46210

13A

Project			Project #
Viburnum for Berm			M101
Description	Quantity	Rate	Amount
Fill in gaps and replace declining Anise with Viburnum, and fix any damaged drip lines			
Viburnum, Sweet (Viburnum odoratissimum), #7	65	32.00	2,080.00
Labor, General	30	38.00	1,140.00
Dump Fee, Per Trip	1	120.00	120.00
Irrigation Modifications	1	196.50	196.50
~~~~~ CHANGE ORDER #1 ~~~~~			
June 23, 2022			
> Decreased price of IR Modifications from \$800.00 to \$196.50. (-\$603.50)			
Total change to estimate -\$603.50			
~~~~~			
Attn. Denise Powers		Total	\$3,536.50
		Payments/Credits	\$0.00
		Balance Due	\$3,536.50

THIGPEN

HEATING & COOLING, INC.

Since 1962

2801 Dawn Rd
Jacksonville, FL 32207-7903
Phone: (904) 448-1962
service@thigpenhvac.com

Invoice

Number: 32072

Date: 6/14/2022

Account No: 126153

Terms: NET DUE UPON RECEIPT

Reference: Order 32072

Service Advisor: Ernie Hudson

Customer PO#:

Billing Address:

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

Service Address:

Bannon Lakes Amenity Center
435 Bannon Lakes Blvd
St. Augustine, FL 32095

NOTES

Must return with trane service tool/laptop. System had 92 going in and 70 going out, .70 static and pressures at 140/375.

Item	Description	Qty	Unit	Price	Extended
COMM-LABOR	Commercial Labor	1.25		\$98.00	\$122.50
MISC-ENVIRON-FEE	Misc. Supplies & Enviromental	1.00		\$20.00	\$20.00

TERMS AND CONDITIONS

Net due on day of installation, or in accordance with financing agreement. The Seller retains the title to all materials and property listed herein until payments have been made in full. Accounts not paid within thirty (30) days of notice of invoice are in default and a late payment charge of 1 - 1/4 % per month will be added. Buyer agrees to any reasonable attorney or collection fees incurred by Seller in securing payment for this contract

Thigpen Heating and Cooling, Inc. is not responsible for any property damages unless damage has occurred while employees are still on premises.

Approved 6/23/22
Denise Powers
Repairs/Maintenance 1.320.57200.60100
\$142.50

62A

Non-Taxable:	\$142.50
Taxable:	\$0.00
Sub Total:	\$142.50
Sales Tax:	\$0.00
Freight:	
Total:	\$142.50
Total Paid:	
Total Due:	\$142.50

CACO56729

CACO56726

CN208226

Vak Pak, Inc.

1824 Phoenix Avenue
Jacksonville, FL 32206

Invoice

Date	Invoice #
6/28/2022	600065

Bill To
BANNON LAKES COMMUNITY DEVELOPMENT (CDD) 475 WEST TOWN PLACE,STE 114 SAINT AUGUSTINE, FL 32092

Ship To
BANNON LAKES 435 BANNON LAKES BLVD ST AUGUSTINE, FL 32095

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
033122-2	Due on receipt	JW	6/24/2022			
Quantity	Item Code	Description	U/M	Price Each	Amount	
1	Labor	JW - REPLACE VFD ON RECIRCULATION PUMP		806.27	806.27	
	Parts Service	DATE OF SERVICE: 04/29/22		4,092.12	4,092.12	
		89A 1.330.53800.46500 Bannon Lakes Pool Pump Repair completed				
All work is complete!				Total	\$4,898.39	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
4/21/22	00008	4/18/22 12902	202204 300-58400-61000 PLANT VIBURNUM IN GAPS		*	2,170.00	
			LANDCARE GROUP				2,170.00 000009
4/28/22	00008	4/20/22 12909	202204 300-58400-61000 RPLC SOD W.MULCH,ADD OAKS		*	4,035.00	
			LANDCARE GROUP				4,035.00 000010
5/05/22	00008	4/27/22 112925	202204 300-58400-61000 RPR AMENITY CTR ENTRANCE		*	5,660.00	
		4/27/22 12926	202204 300-58400-61000 INSTALL PLAYGROUND MULCH		*	3,000.00	
			LANDCARE GROUP				8,660.00 000011
6/16/22	00009	6/13/22 9193	202206 300-58400-61000 3 OTSD TRASH RECEPTACLES		*	4,775.00	
			SWARTZ ASSOCIATES,INC				4,775.00 000012
6/23/22	00008	6/17/22 13040	202206 300-58400-61000 OVERSEED BARE TURF AREAS		*	1,398.00	
			LANDCARE GROUP				1,398.00 000013
TOTAL FOR BANK B						21,038.00	
TOTAL FOR REGISTER						21,038.00	

BANL -BANNON LAKES- BPEREGRINO



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

Invoice

Terms	Date	Invoice #
Net 30	4/18/2022	12902

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

CR

Project			Project #
Front Berm			M101
Description	Quantity	Rate	Amount
Fill in gaps along front berm with Viburnum.			
Viburnum, Sweet (Viburnum odoratissimum), #7	50	32.00	1,600.00
Labor, General	15	38.00	570.00
~~~~~ CHANGE ORDER #1 ~~~~~ April 11, 2022 Increased price of Labor General from \$525.00 to \$570.00. (+\$45.00) Total change to estimate +\$45.00 ~~~~~			
<div style="text-align: center;"> <p>8B</p> <p>2-3⁰⁰-584⁰⁰-61000</p> </div>			
Attn. Denise Powers		<b>Total</b>	\$2,170.00
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$2,170.00



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

# Invoice

Terms	Date	Invoice #
Net 30	4/20/2022	12909

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

80  
CR - Repair & Maint  
2-300-58400-61000

Project			Project #
Amenity Center Oaks			M101
Description	Quantity	Rate	Amount
Remove & stump grind 2 large Oaks behind Amenity Center, remove chipped material and root ball, add soil & sod, and new 4" Oaks.			
Tree Removal Service	1	1,150.00	1,150.00
Oak, Southern Live (Quercus virginiana), 4" Cal. 12' Ht., Tree Guying Kit Included	2	825.00	1,650.00
Top Soil, per yard	1	45.00	45.00
Sod, St. Augustine, (Stenotaphrum secundatum 'Floratum'), Per 500 SF Pallet	0.5	380.00	190.00
Mulch, Brown, 2 C.F. Bag	10	5.00	50.00
Machine, Sod Cutter Hours w/ Operator	1	100.00	100.00
Machine, Skid Steer Hours w/ Operator	2	175.00	350.00
Labor, General	10	38.00	380.00
Dump Fee, Per Trip	1	120.00	120.00
~~~~~ CHANGE ORDER #1 ~~~~~			
April 20, 2022			
> Decreased quantity of St. Augustine 500SF from 1 to 0.5. Decreased price of St. Augustine 500SF from \$380.00 to \$190.00. (-\$190.00)			
> Increased quantity of Brown Mulch 2CF from 8 to 10. Increased price of Brown Mulch 2CF from \$40.00 to \$50.00. (+\$10.00)			
Total change to estimate -\$180.00			
~~~~~			
Attn. Denise Powers		<b>Total</b>	\$4,035.00
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$4,035.00



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

# Invoice

Terms	Date	Invoice #
Net 30	4/27/2022	12925

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

Capital Reserve  
R/M

2,300.584.610  
CVR

Project			Project #
Amenity Center Entrance			M101
Description	Quantity	Rate	Amount
Replace 2 Live Oak Trees and repair irrigation at the Amenity Center entrance (OPTION #3)			
Oak, Southern Live (Quercus virginiana) 8" Cal.	2	2,000.00	4,000.00
Mulch, Brown, 2 C.F. Bag	10	5.00	50.00
Tree Bracing Kit, Large (4) 4x4s- Installation included	2	150.00	300.00
Machine, Front End Loader Hours w/ Operator	2	250.00	500.00
Machine Transportation Fee	1	600.00	600.00
Labor, General	4	38.00	152.00
IRRIGATION PARTS: (2) 1/2" bubblers, (2) 3/4" Tees, 20 ft. 1/2" flex	1	20.00	20.00
Irrigation Labor	1	38.00	38.00
PLEASE NOTE: The new trees can not be installed in the same location as those removed. They must be installed 7 ft. from the existing center of the root balls. The grower recommends waiting to install the trees until late April, after the new leaves emerge and harden off, as all oak trees are being dug and hardened off the next few months.			
~~~~~ CHANGE ORDER #1 ~~~~~			
April 11, 2022			
> Increased price of Machine Front End Loader from \$400.00 to \$500.00. (+\$100.00)			
> Increased price of TRANSPORT from \$550.00 to \$600.00. (+\$50.00)			
> Increased price of Labor General from \$140.00 to \$152.00. (+\$12.00)			
Total change to estimate +\$162.00			
~~~~~			
Attn. Denise Powers		<b>Total</b>	\$5,660.00
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$5,660.00



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

# Invoice

Terms	Date	Invoice #
Net 30	4/27/2022	12926

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

Capital Reserve  
R/M

2 - 300.584, 410  
813

Project			Project #
Playground Mulch			M101
Description	Quantity	Rate	Amount
Install certified playground mulch at playground			
Mulch, Certified Playground, Per Yard @ 6" Depth (60+ yards)	60	50.00	3,000.00
PLEASE NOTE: The reason for this quantity is due international standards for fall protection at playgrounds, which determine a minimum depth of 6 inches for this material.			
Attn. Denise Powers		<b>Total</b>	\$3,000.00
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$3,000.00





P.O. Box 112783 · Naples, FL 34108

# INVOICE

Main Office: 813-949-2288  
E-mail: mail@parkplayusa.com  
www.parkplayusa.com

TO: Bannon Lakes CDD  
Accounts Payable  
435 Bannon Lakes Blvd  
St. Augustine, FL 32095

Invoice Date:	June 13, 2022
Invoice Number:	9193
Ship To:	same
Attn: Denise Powers 904-907-1100	

Your Order Number:	Terms:	Shipped Via:	Ship Date:	Salesperson:
	Check w/ Order	CC	TBD	Dustin Roark
Quantity	Description		Unit Price	Total
3	<b>Blue Valley</b> #360-R 32 Gallon Steel Receptacle w/ Raised Dome Top (Argento)		\$ 1,298.40	\$ 3,895.20
	Preferred Customer Discount			\$ (165.20)
	Shipping & Handling			\$ 3,730.00
	<b>TOTAL AMOUNT DUE</b>			<b>\$ 4,775.00</b>
	9B 2.300.58400.61000			
	Re: 3 new outside trash receptacles w. rain guards.			
	Thank you.			
	Approved 6/13/22 charge to Capital Reserves Denise Powers (email approval John Dodson)			



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

# Invoice

Terms	Date	Invoice #
Net 30	6/17/2022	13040

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

Approved 6.20.2022  
Denise Powers  
Capital Reserves

813  
2,300.584.610  
landscape cont.

Project			Project #
Bahia Overseeding			M101
Description	Quantity	Rate	Amount
Overseed bare areas in turf along Duran Drive			
Seed, Pensacola Bahia seed (coated), per 50 lb. Bag	4	280.50	1,122.00
Machine, Spreader/ Top Dresser w/ Operator	2	100.00	200.00
Labor, General	2	38.00	76.00
Attn. Denise Powers			<b>Total</b> \$1,398.00
			<b>Payments/Credits</b> \$0.00
			<b>Balance Due</b> \$1,398.00

*NINETEENTH ORDER OF BUSINESS*

*A.*

**From:** Linda Scandurra linda@eastlandpartners.net  
**Subject:** resignation Bannon Lakes CDD  
**Date:** July 28, 2022 at 2:20 PM  
**To:** Jim Oliver joliver@gmsnf.com  
**Cc:** Shelby Stephens sstephens@gmsnf.com, Art Lancaster aelancaster@eastlanddev.com

---

LS

Jim

Effective 8/2/2022 I hereby resign from the Bannon Lakes CDD board.

Linda Scandurra  
[linda@eastlandpartners.net](mailto:linda@eastlandpartners.net)  
700 Ponte Vedra Lakes Blvd  
Ponte Vedra Beach, Florida 32082

*B.*

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

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

- |                         |                     |
|-------------------------|---------------------|
| <u>Arthur Lancaster</u> | Chairman            |
| <u>John Dodson</u>      | Vice-Chairman       |
| <u>James Oliver</u>     | Secretary           |
| <u>James Oliver</u>     | Treasurer           |
| <u>Darrin Mossing</u>   | Assistant Treasurer |
| <u>Marilee Giles</u>    | Assistant Treasurer |
| <u>Daniel Laughlin</u>  | Assistant Treasurer |
| <u>Christopher Hill</u> | Assistant Secretary |
| <u>Chris d'Aquin</u>    | Assistant Secretary |
| <u>Daniel Laughlin</u>  | Assistant Secretary |
| <u>Marilee Giles</u>    | Assistant Secretary |
| <u></u>                 | Assistant Secretary |

Secretary / Assistant Secretary