

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 Tuesday, October 21, 2025, at 6:00 p.m. at the Bannon Lakes Amenity Center, 435 Bannon Lakes Boulevard, St. Augustine, Florida 32095.

Present and constituting a quorum were:

Kim Crenier	Vice Chairperson
Sandy Gehring	Supervisor
Thomas Cooper	Supervisor
John Ter Louw	Supervisor

Also present were:

Matt Biagetti	District Manager, GMS
Wes Haber	District Counsel, Kutak Rock
Jeff Johnson	RMS, Operations Manager
Emily Wright	RMS, Amenity Manager

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Biagetti called the meeting to order at 6:56 p.m. Four Supervisors were in attendance constituting a quorum.

Prior to the public comment portion of the meeting, the Board held a workshop to discuss the possible Fitness Center expansion, as well as the Amenity Center and other CDD enhancements.

**SECOND ORDER OF BUSINESS**

**Public Comments**

Mr. Biagetti opened the public comment period for agenda items only.

Resident (Duane Dodwell, 251 Rock Spring Loop) praised Mr. Johnson and everyone involved for completing the roofing project, despite the weather challenges.

Resident (Alyssa Chiodo, 36 Flintlock Lane) spoke to Ms. Wright earlier this week about having a free community library, as it did not cost anything. Her husband offered to construct it.

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It would have adult and children's books. Ms. Crenier requested that it be included on a future agenda.

Resident (Debbie Moritz, 275 Lake Bridge Road) discussed the Amenity Center expansion.

Resident (Hailey) requested an update on the playground. Mr. Johnson reported that everything would be shipped on October 22<sup>nd</sup> and should be installed in mid-December.

Resident (Not Identified) pointed out that they may not be getting an accurate count on the swipe cards, as there may be copies.

Resident (Not Identified) requested additional bike racks. Ms. Gehring pointed out that it was not on the agenda and the Board President was going to work with the St. Johns County school system to figure out where the bus stops were, before Mr. Johnson poured the cement to install the bike racks. Mr. Biagetti indicate that the Board and staff were aware of it and would continue to monitor it.

### **THIRD ORDER OF BUSINESS**

#### **Approval of Minutes of the September 16, 2025 Meeting**

Mr. Biagetti presented the minutes of the September 16, 2025 meeting, which were included in the agenda package. There were no changes.

On MOTION by Mr. Louw seconded by Ms. Gehring with all in favor the Minutes of the September 16, 2025 Meeting were approved as presented.

### **FOURTH ORDER OF BUSINESS**

#### **Discussion Items:**

#### **A. Master HOA**

Mr. Biagetti recalled that the Chairman typically provided an update; however, he believed that one of the pieces of information that they requested were the invoices, which were provided. Ms. Gehring reported that she attended the Master HOA turnover meeting and they now had two Master HOA Supervisors, who were going to work through what they were supposed to be responsible for and whether or not there was a need for them at all, if the CDD takes over. Mr. Haber recalled that three things were being considered. The Master HOA did not serve a huge function, because each of the separate neighborhoods had their own HOAs. They paid a maintenance fee and the thought was to transfer the maintenance obligation to the CDD, because the Master HOA had a management company that could handle the financial records. If that fee

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was given to the CDD, the people who pay the HOA, would pay the CDD and the Master HOA could terminate, but not dissolve, as it would still need to serve a limited function, which was covenant enforcement for the commercial parcels. The idea was to save the community; the fees associated with the management company for the Master HOA. At this time, they were waiting for the Chair to review it and bring it back to the Board, as they needed the Master HOA to sign it.

**B. Amenity Center Enhancements**

Ms. Crenier felt that they addressed this item at the workshop. Ms. Gehring suggested that either the architect come to the next meeting or Ms. Crenier meet with them, as Mr. Louw suggested an option in between A and B. Mr. Louw clarified that the community said that they would like Option B but remove items that were expensive like the flexible tower arrangement and have one big room versus two separate rooms and reconfiguring the storage.

**FIFTH ORDER OF BUSINESS****Ratification Items:****A. Proposal from Thigpen for HVAC Repair**

Mr. Biagetti reported that the HVAC repair work was deemed as an emergency, which occurred in between meetings. Mr. Johnson indicated that there was an issue with the air conditioner for the main unit, as the pump needed to be replaced. The work was completed. The original proposal was in the amount of \$2,655.

On MOTION by Mr. Louw seconded by Ms. Crenier with all in favor the Proposal from Thigpen for HVAC repair in the amount of \$2,655 was approved.

**B. Second Amendment to Agreement with Mighty Dog for Roof Repair**

Mr. Biagetti reported that this was for the tongue and groove replacement, which total \$30,450.

On MOTION by Mr. Cooper seconded by Mr. Louw with all in favor, the Second Amendment to the Mighty Dog Roofing Agreement was approved.

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

Mr. Haber provided an update on TAMKO, the company that provided the defective material. A claim was filed, as prior claims against the company were successfully made. All of the documents were submitted, with the exception of a signed copy of the Second Amendment that was just approved. There was an email stating with the exception of that document, they have all of the information that they need to complete their review, but they have not said what they were going to do regarding the claim. However, as soon as he sent the signed Second Amendment, he would give them a week or two before checking on the status. If they were not forthcoming, Mr. Haber would be more aggressive, by taking other actions, in order to be reimbursed for the repair costs, which amounted to \$112,000. Ms. Gehring asked if the more aggressive action would be in the form of a demand letter. Mr. Haber would send a more aggressive email. Ms. Gehring would like to include an amount for their potential attorney's fees. Mr. Haber felt that they had a strong case, but they did not have the right to prevail in receiving attorney's fees, which was the reason he wanted to handle this through the informal, less expensive process.

**B. Engineer**

The District Engineer was not present, but Mr. Biagetti updated the Board on items related to the District Engineer. Since the last meeting, staff was in communication with the District Engineer, as the Board wanted to potentially add some flashing crosswalk signs, versus radar/speed limit signs, which was submitted to the county. Mr. Louw liked the idea of having radar/speed limit signs, but since the road was subject to more work, this was not feasible and they wanted the flashing signs on a temporary basis. Mr. Biagetti pointed out that they should have something for the next meeting.

Mr. Biagetti recalled that the Board agreed to have a survey of the trees along the pond in Bridge Bay but recommended holding off until they investigate further whether there was anything in the HOA documents that stated that the HOA or homeowners were responsible. Furthermore, it was mentioned during an onsite meeting with the arborist, that the tree roots were in question, as to whether they were encroaching onto homeowners' property and causing damage. The homeowner had the right to trim anything back to their property line. In this situation, it did not make the CDD responsible for any damages nor does the CDD need to take any corrective action.

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Therefore, Mr. Biagetti did not see any reason to have the trees surveyed. Ms. Gehring preferred that it not be a CDD responsibility. Mr. Louw agreed, as he did not want to set a precedent.

### **C. District Manager**

Mr. Biagetti reminded the Board to complete their four hours of ethics training. Ms. Gehring requested that District Counsel provide the links for the training. Mr. Haber pointed out that the completion was tracked by the honor system when filing Form 1.

### **D. General Manager– Report**

Ms. Wright presented the General Manager Report, which was included in the agenda package. This past Saturday was the first Fall craft day, which had a good turnout. She would be having one quarterly. Next Friday was the Halloween kickoff starting at 5:30 p.m. The Vendor Village was on November 15<sup>th</sup> from 11:00 a.m. to 2:00 p.m. She was planning on doing a murder mystery night for the adults, either towards the end of November or beginning of December.

Mr. Johnson presented his report. The roofing project was a success. From the removal of the old roof to the installation of the new one, Mighty Dog Roofing was professional. They removed the old roof and decking from both buildings, in a neat and well-organized pace. They were very clean, well-organized and completed everything on schedule. The new roof had a 20-year warranty, with inspections every five years. The Board thanked Mr. Johnson for doing a good job. Mr. Louw pointed out even with the two adjustments; they still came in cheaper. Mr. Johnson further reported that the dog park fence was repaired and the shade structure for the playground as well as for the dog park and four benches, were being shipped on the 22<sup>nd</sup>.

## **SEVENTH ORDER OF BUSINESS**

### **Audience Comments**

Resident (Duane Dodwell, 251 Rock Spring Loop) would like to avoid litigation on the claim, due to the cost, but asked if arbitration or mediation was a possibility. Mr. Haber indicated only if the parties agreed to it. Ms. Gehring hoped that the company did not go bankrupt.

Resident (Hailey) questioned the plan on the TAMCO situation and if it could be added to the claim. Mr. Johnson was working with maintenance on a process to remove the tar that was on the ground. They should be able to remove most of it and were waiting until the roof was completed, before starting that process. Mr. Haber requested that photos be taken of everything.

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Resident (Sharon Hernandez, 118 Iron Sight Drive) asked if the \$120,000 claim only consisted of the product or if it included the re-work. Mr. Haber confirmed that the \$120,000 consisted on all amounts paid to repair the roof.

Resident (Alyssa Chiodo, 36 Flintlock Lane) recalled that more trees and foliage, would be added after their initial survey, but did not know if this was something that the CDD was going to do. Ms. Gehring recalled at the last meeting, the Board decided to focus on expansion of the Gym, because both Nature Trail and the improvement of Bannon Lakes Boulevard, were murky about what residents wanted. It was still high on the list. Ms. Chiodo voiced concern about the flashing crosswalks, because people backing up to the main road, were going to complain about it. Ms. Gehring believed that people would complain no matter what they do.

Resident (Doug Parker, 56 Ash Breeze Cove) assumed that classes in the gym would be paid for by participants of the classes and questioned how that would affect the liability of the CDD. Ms. Gehring felt that this was premature and planned to discuss with staff on how they would handle the reservations, where the instructors would come from and who was going to pay for it. She would like it to be fee based. Mr. Parker understood that the instructor for the Zumba classes was charging a fee to use CDD property. Mr. Haber explained that there were agreements that the CDD enters into with the class instructor, obligating the instructor to provide insurance, naming the CDD as an additional insurer and indemnifying the CDD if a claim was made against the CDD.

Resident (Debbie Moritz, 275 Lake Bridge Road) preferred to have the mystery night for the adults in December.

Resident (Not Identified) recalled that Comcast came through and laid everything down and asked if the CDD was aware of any other ISPs coming through. Mr. Cooper indicated that the CDD had no control over it. Ms. Gehring pointed out that they did not even know about Comcast.

## **EIGHTH ORDER OF BUSINESS**

### **Supervisor's Requests**

There being no Supervisor requests, the next item followed.

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**NINTH ORDER OF BUSINESS**

**Financial Reports**

**A. Balance Sheet and Statement of Revenues & Expenditures for the Period Ending August 31, 2025**

Mr. Biagetti presented the unaudited financials through August 31, 2025. There was a positive variance of \$18,000 in revenue and \$26,000 positive variance in expenses.

**B. Assessment Receipt Schedules**

Mr. Biagetti The assessment receipt schedule shows that the CDD was 100.52% collected.

**C. Approval of Check Register**

Mr. Baigetti presented the Check Register totaling \$72,407.53.

On MOTION by Mr. Louw seconded by Mr. Cooper with all in favor Check Register for August 1, 2025 to August 31, 2025 in the amount of \$72,407.53 was approved.

**TENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – November 18, 2025  
at 6:00 p.m. at Bannon Lakes Amenity Center**

Mr. Biagetti announced that the next meeting was scheduled for November 18, 2025 at 6:00 p.m. at the Bannon Lakes Amenity Center.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Louw seconded by Ms. Crenier with all in favor the meeting was adjourned.

Signed by:

*Matt Biagetti*

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Secretary / Assistant Secretary

Signed by:

*Michael Sheldon*

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Chairperson / Vice Chairperson