

*Brandy Creek
Community Development District*

May 13, 2026

AGENDA

Brandy Creek Community Development District

475 West Town Place

Suite 114

St. Augustine, Florida 32092

District Website: www.BrandyCreekCDD.com

May 6, 2026

Board of Supervisors
Brandy Creek Community Development District

Dear Board Members:

The Brandy Creek Community Development District Meeting is scheduled for **Wednesday, May 13, 2026 at 6:30 p.m. at the Johns Creek Phase 2 Amenity Center, 251 Huffner Hill Circle, St. Augustine, Florida 32092.**

Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment (*regarding agenda items listed below*)
- III. Approval of the Minutes of the March 11, 2026 Meeting
- IV. Acceptance of the Minutes of the March 11, 2026 Audit Committee Meeting
- V. Ratification of Berger, Toombs, Elam, Gaines, and Frank Engagement Letters
 - A. Fiscal Year 2025
 - B. Annual Renewals (4)
- VI. Review and Ranking of Response to RFQ for District Engineering Services
- VII. Consideration of Proposals
 - A. Pocket Park Excavation and Sod Install from Yellowstone
 - B. Fitness Center AC Replacement/Repair from Chiller Medic & Beuhler
- VIII. Ratification of Fitness Center Treadmill Replacement with First Place Fitness
- IX. Review of Fiscal Year 2027 Budget
 - A. Review of Proposed Budget (*will be sent under separate cover*)

- B. Consideration of Resolution 2026-03, Approving the Proposed Budget for Fiscal Year 2027 and Setting a Public Hearing Date for Adoption (July 15, 2026)
- X. Consideration of Resolution 2026-04, Setting a Public Hearing Date to Adopt the Revised Rules of Procedure
- XI. Other Business
- XII. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager
 - 1. 2026 General Elections
 - 2. Report on the Number of Registered Voters (1,252)
 - 3. Annual Form 1 Filing & Annual Ethics Training
 - D. Operations Manager
 - 1. Report
 - 2. Yellowstone Report
 - 3. Lake Doctors Report
 - E. Amenity Manager
 - 1. Report
 - 2. Sheriff's Office Report
- XIII. Supervisor's Requests and Audience Comments
- XIV. Financial Reports
 - A. Balance Sheet & Income Statement as of April 31, 2026
 - B. Assessment Receipt Schedule
 - C. Approval of Check Register
- XV. Next Scheduled Meeting – July 15, 2026 at 6:30 p.m. at Phase 2 Amenity Center
- XVI. Adjournment

THIRD ORDER OF BUSINESS

MINUTES OF MEETING
BRANDY CREEK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Brandy Creek Community Development District was held on Wednesday, March 11, 2026 at 6:30 p.m. at the Johns Creek Phase 2 Amenity Center, 251 Huffner Hill Circle, St. Augustine, FL 32092.

Present and constituting a quorum were:

Meredith Payne	Chairman
Barbara Little	Vice Chair
Shawn Jolly <i>by phone</i>	Supervisor
Thomas Metych	Supervisor
Clarence Blalock	Supervisor

Also present were:

Jim Oliver	District Manager
Mike Eckert <i>by phone</i>	District Counsel
Matthew Biagetti	GMS
Jim Masters	Vesta/Amenity Services Group
Georgia Hamilton	Vesta/Amenity Services Group
Dan Fagen	Vesta/Amenity Services Group
Jason Campbell	Yellowstone Account Manager
Resident	

The following is a summary of the discussions and actions taken at the March 11, 2026 Brandy Creek Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Dr. Payne called the meeting to order at 6:35 p.m. Four Supervisors were present in person and Mr. Jolly was present via phone.

SECOND ORDER OF BUSINESS

Public Comment

A Resident who lived in Phase 2 wanted to purchase a triangular piece of CDD land that was adjacent to her property. Dr. Payne noted that it was an interesting request. Mr. Eckert

recalled that when this request was made in the past other CDD Boards decided not to sell CDD property, as a certain amount of open space needed to be available in the community. In order to do so, an analysis must be performed by the District Engineer, which ranged from \$5,000 to \$10,000. It could set a precedent, if other residents wanted to purchase that land. There were other issues with such a request. Other CDDs decided that it was not worth the expense. Mr. Blalock recalled when they received a similar request before, the Board stated that the resident must pay the cost for that determination, which the resident declined.

- **Operations Manager – Yellowstone Report** (*Item 10D2*)

Dr. Payne requested a landscaping update from Yellowstone. Mr. Masters introduced Mr. Jason Campbell, Yellowstone Account Representative and requested a report on what they were currently working on and would be working on in the future. Mr. Campbell reported that they just went through a brutal Winter and drought, which did not help matters. They did not know how far back they would need to cut the Oleanders at the Phase 2 entrance, as there may be some loss. They would not know what they lost, until they were well into the Spring, approximately mid-April. However, overall, there was not much loss of plant material, as other communities had, as most of the plants were designed to tolerate cold. Over the winter, Yellowstone worked on several projects, such as the tree canopies and cutting back ornamental grasses, to get things back into shape. However, they still needed to cut back the grasses on the tennis courts, as it was overgrown. Recently, they replaced the muhly grass and Juniper on Johns Creek Parkway. They also put some muhly grasses in some areas that were not in the community. There was some around the community, but not on Johns Creek Parkway, because the soil was acidic from the Palm trees. The muhly grasses would do better than the cord grass that was there and they staggered them to make them plant well together.

Mr. Campbell reported the only two things that were outstanding, was the mound at the pocket park, because it turned into a ramp and the bare spots on Nature Walk Parkway. They could not get the turf to establish without bringing in some soil and sod. Seeding options were discussed with their turf managers, but they did not recommend it with the canopy that was there. Even with the unlimited source of water, they would not be able to get the seed to sustain. Therefore, they would sod it or use mondo grass, which was shade tolerant. It would be more expensive, but it would last. Overall, the community was in good shape. Everyone was restricted

to one day per week watering, but fortunately, the CDD was operating off of a well, which did not have any restrictions. They were continuing to do cutbacks. New sod was placed and weed control was performed today. Today was the first day that Yellowstone put mowers on the ground, to tidy things up and provide a manicured appearance. The Zoysia grasses were starting to green back up and the turf was starting to push some growth, as temperatures have increased. They had a fertilizer scheduled for this month, to get everything back to green. The irrigation had more problems last month than they typically had. It was almost double what they expected the repair cost to be. Dr. Payne questioned whether the irrigation system was damaged. Mr. Campbell indicated that more heads were damaged than normal and there were more lateral line breaks and mainline issues, than in the past. However, the cost was only \$1,500 to \$1,600 to repair it. Normally, repairs were under \$1,000. Mr. Masters explained that the mainline break was in a resident's yard off of Huffner Hill Circle, as the irrigation runs around the ponds, comes through a resident's backyard and through their front yard, under the street and onto the back side of Huffner Hill Circle. A massive hole had to be dug, in order to repair the mainline.

Mr. Masters reported that on Natures Walk Parkway, when the county fixed half of the sidewalk, they lopped off heads. The CDD's responsibility was \$2,500. He itemized the bill on the damage that the county created when they fixed the sidewalk but did not know if the CDD had any recourse to go after them. Mr. Eckert suggested that he and Mr. Masters discuss this matter offline, to determine whether or not there was a way to recoup any of this cost. Mr. Masters pointed out that this was why their irrigation costs were higher than normal. Dr. Payne believed that kids on e-bikes were destroying irrigation heads. Mr. Masters pointed out that they were causing turf damage. Dr. Payne questioned what they were going to do about the mound. Mr. Campbell talked about this with Mr. Master. There was a great opportunity to put some mulch down and install large plants on the hillside of the mound, so it was not easily accessible. It should cost approximately \$3,500 to provide a deterrent and still be aesthetically pleasing. Dr. Payne asked if there was irrigation. Mr. Masters confirmed that there was sufficient irrigation. This was one option that they were discussing. Mr. Campbell pointed out that the other option was to install sod. If they did rocks or boulders, the cost would exceed what they spent on other projects.

Mr. Blalock asked if there was any practical value to the mound. Mr. Masters did not know but believed that the developer built the mound as a buffer between the playground and the

first house. There were no issues with it for seven years, but now there was an issue, due to e-bikes. Mr. Campbell pointed out that it was a matter of excavating that area, to remove the dirt, level it off and install sod. Mr. Blalock requested checking with the resident to see if they were amenable to it. Dr. Payne suggested installing a short fence. Mr. Blalock suggested checking with the resident and getting in touch with Dr. Payne for a final decision. Dr. Payne felt that this was a good suggestion. Ms. Little recalled as Phase 2 was being developed, the mound was created, but then it never went away. Mr. Masters would speak to the resident and Mr. Campbell about excavating it. Mr. Campbell had no further report. They would continue focusing on the damaged plant material. However, there were some safety concerns, where Nature Walk Parkway ended at the Amenity Center, as the Loropetalums were high on the Amenity Center side that was obstructing the view of traffic coming in both directions. Spring was the best time to do those cuts. He would discuss with Mr. Masters on how to proceed and how aggressive to be with those cutbacks. On April 1st, Yellowstone would be back to doing weekly service. In the meantime, he would be preparing the property for the Spring growth.

Dr. Payne voiced concern about the Oak tree canopies on Nature Walk Parkway and asked whether there were any recommendations. Mr. Campbell had an arborist look at the trees. One tree was struggling and they were going to do an injection series on that tree. They talked about thinning those canopies and allowing some daylight to come through, but as big as those Oaks were, their options were limited, as the root system was twice the size of the canopy, which was depriving the soil of any nutrients. As a result, they must bring some amended soil in, which was filled with micro-nutrients. They planned to put the soil down with some sod and see what happens. It would thin year over year, but they could add two to three pallets each year, to keep it full and maintained. It was his job to keep Brandy Creek as beautiful as he could and to pay attention to areas that were in duress. There was discussion around the office about bedding those areas out with ornamental grasses on Johns Creek Parkway, as ornamental grasses were affordable. If they could put something in there, it would be a reasonable cost and aesthetically pleasing, such as Azaleas, to provide color and blend in with ornamental grasses. Mr. Blalock did not want to do anything, as this was not their primary entrance, but was intrigued about having Azaleas, versus sod. Ms. Little agreed. Mr. Metych agreed with adding some color with Azaleas. Mr. Masters requested that Mr. Campbell provide some renderings and prices. Mr. Campbell would provide them in two weeks.

- **Public Comment** (*Item 2*)

Ms. Ashley Randal, a resident who lived close to Phase 1, was a volunteer with the American Foundation for Suicide Prevention (AFSP) North Florida Chapter. They were having a walk on October 25th. The AFSP provided resources for someone who committed suicide or lost a child to suicide. They had programs such as Safe Talk, if they see someone struggling and programs for kids and teens. She requested use of the Amenity Center in May to have a community awareness event, to present what the AFSP does and the programs that they offer. They would also have a table offering pamphlets, information about the St. Augustine Out of the Darkness walk and a silent auction. Mr. Blalock asked if a non-profit organization could use their facility. Mr. Eckert recommended having a License Agreement. Ms. Little asked if the AFSP would be using the facility monthly or just in May. Ms. Randal anticipated using the facility on May 9th from 10:00 a.m. to 12:00 p.m. Ms. Little questioned how residents would find out about the event. Ms. Randal would post it on Facebook but questioned whether she could invite people from outside of the community. Mr. Eckert indicated that under the License Agreement, outside residents could attend. Mr. Metych was in favor of having such an event. Mr. Jolly was also in favor of it but wanted to invite other organizations.

Dr. Payne did not have a problem with this request and was in favor of having such an event more than once. Mr. Blalock preferred that the CDD co-sponsor the event. Mr. Eckert confirmed that the CDD could co-sponsor the event. *There was Board consensus for the CDD to co-sponsor the community awareness event with the AFSP on May 9, 2026 from 10:00 a.m. to 12:00 p.m.* Mr. Metych requested that residents have the first priority to come to the event. Ms. Hamilton suggested that Ms. Randal see what the turnout was from residents before opening it up to the public. Mr. Payne pointed out if they get an overwhelming response, they could consider alternative activities. Ms. Hamilton would work with Ms. Randal and Mr. Masters to coordinate the event. Mr. Masters suggested having a longer event. Vesta would work on the format of the literature and send it to the Board for review, before including it in an e-blast. Ms. Little asked if the AFSP had a referral system, as there was not much information available for people in distress. Ms. Randal indicated that they did not have a referral system, but they partnered with different organizations. All the AFSP did, was focus on research and advocating.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the January 14, 2026 Meeting

Dr. Payne reviewed the minutes of the January 14, 2026 meeting and had no comments or corrections. Mr. Blalock recalled that the Board discussed providing a Certificate of Appreciation to one of the residents and questioned whether this occurred. Ms. Hamilton indicated that she purchased a gift card for the resident who volunteered to help with the events.

On MOTION by Dr. Payne seconded by Mr. Metych with all in favor the Minutes of the January 14, 2026 Meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Acceptance of the Minutes of the January 14, 2026 Audit Committee Meeting

Dr. Payne reviewed the minutes of the January 14, 2026 Audit Committee meeting and had no comments or corrections.

On MOTION by Dr. Payne seconded by Ms. Little with all in favor the Minutes of the January 14, 2026 Audit Committee Meeting were accepted as presented.

FIFTH ORDER OF BUSINESS

Consideration of Committee Rankings of Proposals to Perform the Audit for Fiscal Year 2026

Mr. Oliver stated that prior to this meeting, the Audit Committee met and ranked the audit proposals. Berger, Toombs, Elam, Gaines & Frank was ranked the number one ranked firm, Grau & Associates was ranked number two and McIntosh CPA was ranked number three.

On MOTION by Mr. Blalock seconded by Dr. Payne with all in favor accepting the ranking and recommendation of the Audit Committee to select Berger, Toombs, Elam, Gaines & Frank as auditor and staff entering into the contract was approved.

SIXTH ORDER OF BUSINESS**Review of Pond Inspection Report**

Dr. Payne recalled that at the last meeting, the Board authorized Mr. Masters to engage Yuro & Associates (Yuro) to perform the pond inspection. Mr. Masters confirmed that Yuro performed the pond inspection that was required by the State in February and provided their report, which was forwarded to the Board. Minor areas were noted. There were no areas of concern at this time, but there were some areas that Mr. Yuro wanted to monitor. There was nothing that needed to be addressed right away but questioned whether there was anything else that the CDD needed to do at this point. Mr. Eckert did not believe so. Dr. Payne pointed out that Mr. Yuro provided a high-level summary, highlighting some of the ponds. Pond 7 had overgrown vegetation and asked if it needed to be addressed. Mr. Masters indicated that Pond 7 was directly behind the pool in Phase 1. There was some overgrowth in an area that he was addressing with Yellowstone. It just needed to be weed whacked.

Dr. Payne also noted that there were some mitered end sections on Ponds 2 and 5A, which appeared to be damaged. Mr. Masters explained that the concrete platforms where water flows in, there were a couple of areas where those slabs have cracked. According to Mr. Yuro, they were functioning fine at this time, but Mr. Masters recommended placing soil behind those slabs to secure them. Mr. Metych noted on the map that was attached to the report, it showed damaged stable action on the pond behind Publix. Mr. Masters confirmed that the CDD did not own that pond, but there was an agreement with the owner, Regency Centers. However, Lake Doctors treated that pond and Regency Centers provided the CDD funds to treat it. Mr. Oliver confirmed that there was a Cost Share Agreement with Regency Centers and a separate line item in the revenue section of the financials for those proceeds. Dr. Payne requested that Mr. Masters work with Mr. Yuro to facilitate any minor actions that the CDD needed to take and appreciated him coordinating that.

SEVENTH ORDER OF BUSINESS**Consideration of RFQ for District Engineering Services**

Dr. Payne recalled that at the last meeting, the Board decided to terminate their current engineering firm and hire a new engineer. Mr. Oliver confirmed that the District's agreement with Dominion Engineering Group was terminated by board action at the January 14, 2026 CDD meeting. As required by the Consultants' Competitive Negotiation Act (CCNA), the District will use the Request for Qualifications (RFQ) process, to select another engineering firm. District

Counsel provided a form of notice for the RFQ, which would be published in the local newspaper. As part of that package, there was evaluation criteria, so when qualifications were received, the Board could evaluate and rank them. Once the Board made a selection of the top ranked firm, they would negotiate price and enter into an agreement with that company.

On MOTION by Mr. Blalock seconded by Ms. Little with all in favor the Request for Qualifications for engineering services was approved.

EIGHTH ORDER OF BUSINESS

Board Discussion and Guidance for Preparation of Proposed Fiscal Year 2027 Budget

Mr. Oliver felt that staff had a good handle on the budget process. For the last two years the CDD reduced its reserve contributions because there was still funding available from the Florida, Power & Light (FPL) easement, which allowed the CDD to subsidize their contributions. It may not available this year but the Proposed Budget would include the suggested amount from capital reserves, which for Fiscal Year 2026/2027 was \$116,000. There may be ways to lower that, based on other funding sources. Dr. Payne pointed out that they would go through the valuation process, look at the budget numbers and go from there.

NINTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Eckert reported that in the legislature, the bill has not been finalized regarding the recall of CDD Supervisors. They would monitor this. The other bill proposing increased limits of liability, the last time that he checked there was nothing that was a done deal. However, he believed there was a bill that passed requiring CDDs to take credit cards for fees or charges that the CDD levies for public records and events. This was something that they will have to implement if it gets approved by the Governor. Dr. Payne asked if they must take credit cards if people rented the facility, instead of paying by check. Mr. Eckert indicated that they must give the ability for people to pay by credit cards, but if they wanted to pay by check, they were not

prevented from taking it. Dr. Payne questioned the recall of CDD Supervisors. Mr. Eckert explained that at this time, CDD Supervisors could only be removed by the Governor for malfeasance, misfeasance or non-feasance. It was rare that this would happen to a CDD Supervisor, but with HOAs and other local government officials, there was a recall process through a petition process, started by registered voters, to try to remove a public official from their elected office. They were introducing that concept to the CDD. He would monitor it, as it had not yet crossed the finish line. Mr. Blalock did not think that was a big concern. Dr. Payne pointed out that this was due to egregious activities in other parts of the State and thanked Mr. Eckert for this report.

B. Engineer

There being no comments, the next item followed.

C. Manager

Mr. Oliver reported that this was an election year and Mr. Blalock and Mr. Jolly's terms, were through 2028; however, Dr. Payne, Ms. Little and Mr. Metych's terms end in November of 2026. and should coordinate directly with the Supervisor of Elections if they wish to pre-qualify as active candidates for re-election. The qualifying period is from Monday June 8th at noon through Friday June 12th at Noon. Mr. Oliver's office would provide reminders to the Supervisors. Ms. Little asked if there was a form that she had to get from the Supervisor of Elections. Mr. Oliver replied affirmatively. Typically, the Board adopted a resolution directing the Supervisor of Elections to conduct the elections for the CDD and requested that the Board adopt one and have the Chairman execute it, so it could be provided to the Supervisor of Elections. Since this item was not listed on the agenda, Mr. Eckert requested that there be public comments. Dr. Payne asked if there were any public comments. There were no public comments.

<p>On MOTION by Dr. Payne seconded by Mr. Blalock with all in favor the adoption of a resolution designating Seats 1, 2 and 3 for General Election, the Supervisor of Elections to conduct the 2026 General Election and authorization for the Chairman to execute the same was approved.</p>

D Operations Manager**1. Report**

Mr. Masters presented the Operation Manager Report, which was included in the agenda package. Regarding e-bikes, States were looking at e-bike laws, as there was concern about accidents and fatalities. The Florida Senate was working on a Bill that would reduce the speed of e-bikes on sidewalks to 10 miles-per-hour (MPH) and provide an audio call to alert residents that they were coming. They were waiting on the Governor to sign the Bill. If he did not sign or veto it, it would go into law on July 1st. They were also requiring the State to keep records on e-bike accidents and fatalities and were putting all of these micro-mobility devices under the same radar. The State would be working on suggestions and ideas for the next step with e-bikes, which was due in October. Some states already banned e-bikes for anyone under 16 years of age. However, if someone was 16 and had an e-bike, they would be required to take a class, have a license and have the bike registered and insured. As more accidents occur, there would be more from the State on upcoming laws. It was only getting worse, as there were e-bikes everywhere and questioned whether Mr. Eckert heard anything further. Mr. Eckert had not been following it as closely as Mr. Masters. Mr. Masters further reported that they were getting a large influx of Silverleaf residents on e-bikes that come down the path and through Phase 2. They did not obey traffic laws or signs. However, lately, they were coming behind Phase 2 to fish. He already caught several of them and informed them that they were trespassing. Therefore, at this time, he was working on getting No Trespassing and wildlife signs, informing residents that they must be a resident to fish in these ponds and that wildlife was present.

Mr. Masters recalled at the last meeting, there was discussion about increasing the hours for law enforcement, to not only monitor e-bikes, but to monitor any type of traffic situation such as speeding and red lights. However, they would not be able to cover all of those additional hours. Originally, they had Deputy Lauren patrol for 15 hours and they were now between 18 and 25 hours. She has been very active, not only issuing traffic citations to vehicles, but also dealing with e-bike riders on CDD property. If they were not with a guest, she gets them out of the neighborhood and hopefully discourages them from coming back. There was also discussion on how long to keep this practice in effect and whether she should have additional hours. Mr. Masters suggested that they continue with the 18 to 25 hours through the month of March and then go back to 15 hours and revisit it. Dr. Payne asked if there was a reduction in the violation of kids using e-bikes on turf. Mr. Masters noticed a reduction but believed that more kids

received e-bikes at Christmastime. There was recently an accident on Long Leaf Pine, where a child on an e-bike was killed. They were continuing to put out literature asking parents to talk to their children about e-bike safety, but unfortunately with the laws written the way they were currently, there was not much that law enforcement could do and they were doing what they could, based on the current laws.

Dr. Payne recalled that there was communication in the newsletter about e-bike use and questioned whether there was feedback. Mr. Masters confirmed that there was no feedback. Of the letters that were sent, five of six letters were returned from people who did not live in Johns Creek any more, but for the most part, 90% were received by residents. Dr. Payne felt that it was effective and hoped that parents spoke to their kids about their e-bike usage in a more responsible way. Ms. Little asked if the additional hours from the deputy were in an unmarked car. Mr. Masters indicated that they were unable to get unmarked cars, as they were typically for undercover agents. He received more information from Deputy Lauren than anyone else but was finding that law enforcement would share little information and were directed to do so that way. However, she could not provide information unless a ticket was involved. Deputy Lauren would provide a case number, which he could look up and get information that way. However, they could not or would not share that type of information. He requested hours of either 3:00 p.m. to 6:00 p.m. or 4:00 p.m. to 7:00 p.m. and Deputy Lauren has been trying to stay within those hours.

Ms. Little pointed out that in the past week, she was being let out of her truck at the driveway, prior to the grass, but when she opened the door, a kid was coming by on an e-bike and almost hit her. However, she did not see where he was going. Mr. Masters pointed out that they were hearing these types of stories throughout the county and throughout the State, but until the State takes action and puts some laws into effect, it would continue and there would be more accidents and fatalities. He was informed by Ms. Little that Shearwater distributed information that was very well written and informative, which he would use in Brandy Creek e-blasts. Ms. Little voiced concern about injuries that would be caused by e-bikes. There were quite a few in Shearwater. Mr. Masters was happy that the State decided to create a task force and all of that accident information would be reported, because he did not believe that they were aware of the number of accidents and fatalities. Hopefully, this information would help them make a decision

that makes sense. Ms. Little recalled that there was a fatality at the school last week. Mr. Blalock pointed out that the accident occurred on a mini-bike.

2 Yellowstone Report

Mr. Masters presented the Yellowstone Report, which was included in the agenda package. They still had a good relationship with Yellowstone and felt that Mr. Campbell explained adequately what they were going through currently, besides plant damage, which they were not 100% sure about yet, but once the damage becomes evident, there would be further discussion. The ones that he was the most concerned about were the Oleanders at the Phase 2 entrance. If they come back to life, it would be a miracle, because they looked dead. Dr. Payne asked if the highest concentration of those were at the Phase 2 entrance. Mr. Masters pointed out that they did not have Oleanders anywhere else. It was a design that was chosen when this monument was built. They held up excellent, until someone crossed 2209 and ran over them. The variegated ginger on Nature Walk Parkway, also looked bad, but there was growth underneath. The majority of those should survive, when they start with new growth in a month. Yellowstone will clean them up. Mr. Blalock believed that they could cut the Oleanders back to the roots and they would come back. Mr. Masters hoped so.

Dr. Payne asked if the CDD was still getting their value for the money with Yellowstone, in terms of what they were offering and their services. Mr. Masters believed that the CDD was getting what they paid for. However, if they were not getting value, he would be the first one recommending that they needed to look for a different landscape company. Yellowstone seemed to have good supervision and their crews know what they needed to do. They had a good fertilizer department, which was important. Their prices were well within other companies in other communities that he was familiar with. US Mulching will be mulching all three playgrounds with an additional layer of mulch this month. It was a certain size mulch that playgrounds were required to have, which were larger than normal mulch. In April, the community-wide mulching would be taking place, so that they could look good through the Spring and Summer.

3. Lake Doctors Report

Mr. Masters presented the Lake Doctors Report, which was included in the agenda package. There was nothing to report. However, he was concerned about the drought, because

less water means that the water was not mixing up well, which stimulated algae growth. They already had several treatments on the pond behind the Amenity Center and hoped that they would be receiving rainfall soon. The Phase 2 pool renovation was completed. It came out nice. The Board did a great job picking out the tile, which was a pretty. The marcite job should last 15 years. They will be advertising for a celebration at the pool in May.

EGIS who insured the District assets, were onsite on January 20th. He and Mr. Biagetti met with three representatives of EGIS. First they met in Phase 1 and discussed several items, before walking the property. They looked at all of the District's assets and made suggestions on some maintenance items. There was nothing major, but it was always good to have an extra set of eyes. One area that they did look at closely, was the pocket park. According to the Reserve Report, they were not scheduled to replace the play structure in the middle of the pocket park for several years, but EGIS suggested replacing it within one to two years. There were issues with the decking and several repairs were made. Mr. Blalock suggested including it in the budget for next year. Mr. Masters estimated that it would cost \$50,000 to \$60,000 to replace it.

Mr. Masters reported that EGIS also suggested placing signage on the playgrounds and additional rules on the Phase 1 play feature, due to lawsuits throughout the State, which he agreed with. They were working on the language and getting some prices. Dr. Payne asked if this was for replacement signage. Mr. Masters confirmed that EGIS recommended additional signage, as the splash pool had instructions, but the play feature did not. There should be signage stating the ages, that adult supervision was required, weight limits and things to do and not do. They needed to do everything that they could to limit the CDD's exposure. It was a good meeting and most of their recommendations, they would follow up on. Mr. Biagetti agreed that it was a valuable meeting, as it had been a number of years since EGIS looked at items. They also made sure that all of the assets were covered within their property schedule. Mr. Masters pointed out that this was a large expense, as last year they allocated \$40,000 to have this insurance coverage and expected this amount to increase this year. Therefore, they needed to have everything that they needed to in place, as they have been fortunate to only have one liability claim through EGIS, which was for a lightning strike to some pump equipment. Ms. Little agreed that this assessment was valuable, especially the weight limit, as someone could fall off of a swing. Mr. Masters pointed out that it opened their eyes on some things, which they were taking action on.

Mr. Masters reported that many projects were completed, such as getting the pools looking good and ready for Spring Break and the season. The vinyl on the lounge chairs was getting damaged by sunscreen, which baffled him. They would probably spend \$3,000 this year after spending \$3,000 last year. However, it was budgeted, as \$2,000 was allocated per year for Phase 1 and \$2,000 for Phase 2 for furniture repair. Last year, the chairs were re-done and were absolutely beautiful. Tomorrow the vendor would be onsite to pick up 20 lounges and 11 chairs between Phases 1 and 2, to re-strap. Dr. Payne asked if the re-strapping was due to a physical impairment. Mr. Masters confirmed that there was no damage, but they looked dirty and old, due to sunscreen. One suggestion was for patrons to put towels down on the chairs. Dr. Payne was trying to understand the logic and how they could prevent this from occurring, even though it was not a large expense and questioned what other communities did. Mr. Fagen pointed out that this type of damage was exceptional, as they had never seen it before to this degree so quickly. Mr. Blalock asked if there was some type of sunscreen resistant strap that they could replace the straps with. Mr. Masters would ask the vendor, when he meets with them tomorrow, if there was a higher quality strap that they could use.

Mr. Masters reported that the remainder of his report were items that they were working on. Dr. Payne asked if they were re-doing the fence. Mr. Masters indicated that there was approval to paint the fence. The vendor was scheduled to come out on April 15th to pressure wash and paint the fence. They would not paint slats that were behind bushes. They would paint around the park, the area by the pool and on the front side of the street. The cost of this expenditure was either \$5,200 or \$5,400, which was reasonable. Dr. Payne recalled that work was being done on the gym. Mr. Masters confirmed that the gym would be painted. The painting of the bathrooms was completed. By 2028, the entire Amenity Center would be painted. Dr. Payne appreciated Mr. Masters report.

E. Amenity Manager

1. Report

Ms. Hamilton presented the Amenity Manager Report, which was included in the agenda package. Since she wrote the report, the food trucks were suspended for March and April, as only one or two residents used them in the evening. They would try to pick it up back again in May, when more people were out. Rentals were picking up. In January, this room was closed for the pool construction. With the warmer weather, they were getting more breezeway rentals for

March and April. The Daddy Daughter Dance was phenomenal, as they had a good turnout with 30 residents. There were games and the Dads gave a rose to their Daughters and a gift. The Dads played their own game of musical chairs, which was entertaining. For Spring Break, there would be a birdhouse craft, Bingo with some prizes and ice cream sandwiches. However, they may have to alter that snack choice if the temperature drops. On Friday, they planned to have an obstacle course bounce house. She was excited about the Spring Easter event on March 28th, as they planned to have egg hunts, petting zoo, cotton candy, popcorn, photo opportunities with the Easter Bunny and crafts. It would be held in the afternoon, versus the morning. Dr. Payne appreciated the report.

2. Sheriff's Office Report

Ms. Hamilton presented the Sheriff's Office Report, which was included in the agenda package.

ELEVENTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Dr. Payne reported that the community garden was going well. However, they did have a low period, as no one wanted to garden during the Winter. There was some confusion with the gardeners in terms of which knob to turn on the irrigation system, but one of the gardeners made a how-to video. It gets complicated, as they had to turn on the main system and then go over to the secondary system, turn it on and then turn on the tap. It was a process, but it was working. Some of the gardeners were talking about getting a drip system, but Dr. Payne did not think it would be pursued. However, he wanted Mr. Masters help in getting a small wooden shed, as they were currently using a plastic shed and Dr. Payne wanted something more appealing. There was discussion about having a kid's garden, as a young resident was interested and asked many questions at their last meeting.

TWELFTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet & Income Statement as of February 28, 2026

Mr. Oliver presented the February 28, 2026 Balance Sheet and Income Statement, which were included in the agenda package. The capital reserve balance was \$165,000 and another \$70,000 would be transferred to the capital reserve funds next month, as assessments are received. There were no unusual variances. Other than the water bill appearing to be running high, there are no unusual variances in the general fund.

B. Assessment Receipt Schedule

Mr. Oliver presented the Assessment Receipt Schedule, which was included in the agenda package, showing that the District was 95% collected. Dr. Payne anticipated that over time, they should get to 100%. Mr. Oliver pointed out that the CDD had a great track record with receiving their assessments. Dr. Payne recalled Mr. Oliver looking into the bond situation. Mr. Oliver confirmed that they were close to maturity; however, with the way that interest rates were, they would likely not have an opportunity to refund the bonds in the near future. The Series 2013 bonds mature in 2033 and the Series 2015 bonds will mature in 2036.

C. Approval of Check Registers

Mr. Oliver presented the Check Register from December 1, 2025 to January 31, 2026 in the amount of \$168,243.57, which was included in the agenda package. Dr. Payne noted that there were no unusual expenses.

On MOTION by Dr. Payne seconded by Mr. Metych with all in favor the December 1, 2025 to January 31, 2026 in the amount of \$168,243.57 was approved.
--

THIRTEENTH ORDER OF BUSINESS

**Next Scheduled Meeting – May 13, 2026
at 6:30 p.m. at Phase 2 Amenity Center**

Dr. Payne reported that the next meeting was scheduled for May 13, 2026 at 6:30 p.m. at the Phase 2 Amenity Center.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Dr. Payne seconded by Mr. Blalock with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

MINUTES OF MEETING
BRANDY CREEK
COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Board of Supervisors of the Brandy Creek Community Development District was held on Wednesday, March 11, 2026 at 6:30 p.m. at the Johns Creek Phase 2 Amenity Center, 251 Huffner Hill Circle, St. Augustine, FL 32092.

Present were:

Meredith Payne	Chairman
Barbara Little	Vice Chair
Shawn Jolly <i>by phone</i>	Supervisor
Thomas Metych	Supervisor
Clarence Blalock	Supervisor

Also present were:

Jim Oliver	District Manager
Mike Eckert <i>by phone</i>	Kutak Rock LLP

The following is a summary of the discussions and actions taken at the March 11, 2026 Sampson Creek Community Development District's Audit Committee Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the Audit Committee meeting to order at 6:30 p.m.

SECOND ORDER OF BUSINESS

**Review & Ranking of Proposals Received
in Response to the RFP**

- A. Berger, Toombs, Elam, Gaines & Frank**
- B. Grau and Associates**
- C. McIntosh CPA**

Mr. Payne indicated that three proposals were submitted in response to the Request for Proposal (RFP) for auditing services and the Audit Committee would rank the proposals based on the following criteria: Ability of Personnel, Proposers Experience, Understanding Scope of Work, Ability to Furnish the Required Services and Price. Mr. Oliver pointed out that of the five criteria, one was objective, which was price. 20 points would be provided to the lowest price and

the other two firms would receive a proportion of those 20 points. Grau & Associates (Grau) had the lowest price and would receive 20 points. Berger, Toombs, Elam, Gaines & Frank (Berger, Toombs) had the second lowest price and would receive 19.2 points and McIntosh CPA (McIntosh) would receive 18 points. The other criteria were more subjective in nature. Mr. Payne recalled that the prior year auditing firm was Grau. Mr. Oliver confirmed that it was Berger, Toombs. Mr. Payne pointed out that Berger, Toombs had 15 employees and Grau & Associates had 18. Ms. Little believed that Berger, Toombs had 32 employees. Mr. Payne indicated that McIntosh was staffed by one person. Discussion ensued and the Board provided the following ranking:

- **Ability of Personnel:** Berger, Toombs – 20 points, Grau – 20 points and McIntosh – 18 points.
- **Proposers Experience:** Berger, Toombs – 20 points, Grau – 18 points and McIntosh – 15 points.
- **Understanding Scope of Work:** Berger, Toombs – 20 points, Grau – 20 points and McIntosh – 18 points.
- **Ability to Furnish the Required Services:** Berger, Toombs – 20 points, Grau – 20 points and McIntosh – 15 points.
- **Price:** Berger, Toombs – 19.2 points, Grau – 20 points and McIntosh – 18 points.

Dr. Payne reported with 99.2 points, Berger, Toombs was ranked the number one ranked firm, Grau was ranked number two with 98 points and McIntosh was ranked number three with 84 points.

On MOTION by Dr. Payne seconded by Mr. Blalock with all in favor ranking Berger, Toombs, Elam, Gaines & Frank as the number one ranked firm to provide auditing services, Grau & Associates number two and McIntosh CPA number three was approved.

THIRD ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

FOURTH ORDER OF BUSINESS

Adjournment

On MOTION by Dr. Payne seconded by Mr. Blalock with all in favor the Audit Committee meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS

A.



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

March 17, 2026

Brandy Creek Community Development District
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

The Objective and Scope of the Audit of the Financial Statements

You have requested that Berger, Toombs, Elam, Gaines & Frank CPAs PL ("we") audit Brandy Creek Community Development District's, (the "District"), governmental activities and each major fund as of and for the year ending September 30, 2025, which collectively comprise the District's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2025, and thereafter if mutually agreed upon by Brandy Creek Community Development district and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and *Government Auditing Standards* issued by the Comptroller General of the United States ("GAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS and GAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS and GAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion;

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms
Private Companies practice Section

Member FICPA

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2. Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit;
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation; and
4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will also communicate to the Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;



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2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the required supplementary information ("RSI") which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements.

The Board is responsible for informing us of its views about the risks of fraud, waste or abuse within the District, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the District.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For report distribution; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Information relevant to the preparation and fair presentation of the financial statements, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and



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- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the District's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgement, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the District's financial statements, we will also issue the following reports:

1. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
2. Auditor General Management Letter, if applicable; and
3. Report on Compliance with Section 218.415, Florida Statutes, if applicable.



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Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the District's books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by District personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with a designated individual, serving on behalf of management. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Non-audit Services

In connection with our audit, you have requested us to perform the following non-audit services:

1. Assistance in drafting the District's financial statements in accordance with accounting principles generally accepted in the United States of America, based on information provided by the District. While we will assist in drafting the financial statements, management retains responsibility for the financial statements, including their fair presentation, the selection and application of accounting principles, the accuracy and completeness of the underlying financial information, and for reviewing, approving, and accepting the financial statements prior to their issuance. Management is also responsible for establishing and maintaining effective internal controls relevant to the financial reporting process.

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the District, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The District has agreed to designate an individual, serving on behalf of management, who possesses suitable skill, knowledge, and experience, and who understands the non-audit services to be performed and described above sufficiently to oversee them. Accordingly, the management of the District agrees to the following:

1. The District will designate a qualified individual, serving in a management capacity, who possesses suitable skill, knowledge, and experience to oversee the services;
2. The designated individual will assume all management responsibilities for the subject matter and scope of the non-audit service described above;



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3. The District will evaluate the adequacy and results of the services performed; and
4. The District accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the District's management or those charged with governance of the objectives of the non-audit services, the services to be performed, the District's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit services. We believe this Engagement Letter documents that understanding.

Other Relevant Information

In accordance with GAS, a copy of our most recent peer review report has been provided to you, for your information.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2025 will not exceed \$3,800 unless the scope of the engagement is changed, the assistance which the District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. Our fee and the timely completion of our work are based on anticipated cooperation from District personnel, timely responses to our inquiries, timely completion and delivery of client assistance requests, timely communication of all significant accounting and financial reporting matters, and the assumption that no unexpected circumstances will be encountered during the engagement. All other provisions of this letter will survive any fee adjustment.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Berger, Toombs, Elam, Gaines, & Frank's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Berger, Toombs, Elam, Gaines, & Frank for the District under this Engagement Letter, or any documents belonging to the District or furnished to Berger, Toombs, Elam, Gaines, & Frank by the District.



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Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Berger, Toombs, Elam, Gaines, & Frank policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access and Release Letter substantially in Berger, Toombs, Elam, Gaines, & Frank's form. Berger, Toombs, Elam, Gaines, & Frank reserves the right to decline a successor auditor's request to review our Audit Documentation.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the District, the District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Indemnification, Limitation of Liability, and Claim Resolution

The District and Berger, Toombs, Elam, Gaines & Frank agree that no claim arising out of, from, or relating to the services rendered pursuant to this engagement letter shall be filed more than two years after the date of the audit report issued by Berger, Toombs, Elam, Gaines & Frank or the date of this engagement letter if no report has been issued. To the fullest extent permitted by Florida law, our firm shall not be liable for any loss of profits, business interruption, or other consequential, incidental, or punitive damages. In all circumstances, the total liability for any claim arising from this engagement will not exceed the total amount of the fees paid by the District to Berger, Toombs, Elam, Gaines & Frank under this engagement letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the District of its payment obligations to Berger, Toombs, Elam, Gaines & Frank under this Engagement Letter.

Confidentiality

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of the District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.



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Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, upon request, we will provide you with a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and non-financial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be destroyed in accordance with our record retention policies.

Termination

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event the District terminates this engagement, the District will pay us for all services rendered, expenses incurred, and noncancelable commitments made by us on the District's behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or in the case of Berger, Toombs, Elam, Gaines, & Frank, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List, or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

Neither Berger, Toombs, Elam, Gaines & Frank nor the District shall be responsible for any delay or failure in its performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics, or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At the District's option, the District may terminate this Engagement Letter where our services are delayed more than 120 days; however, the District is not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.



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Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The District shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The District shall not knowingly cause Berger, Toombs, Elam, Gaines & Frank to violate any sanctions applicable to Berger, Toombs, Elam, Gaines & Frank. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. State Department.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Engagement Letter constitutes the entire agreement between Berger, Toombs, Elam, Gaines & Frank and the District, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter including any separate nondisclosure agreement executed between the parties.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.



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Electronic Signatures and Counterparts

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid and have the same force and effect as a manual signature.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms contained herein. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the terms of this Engagement Letter.

Sincerely,

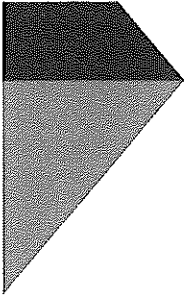
*Berger Toombs Elam
Gaines + Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
CERTIFIED PUBLIC ACCOUNTANTS PL

Maritza Stonebraker, CPA

Confirmed on behalf of the addressee:

Sign: *Jolin*
Title: *Secretary*
Date: *March 18, 2026*



6930 Gall Boulevard
Suite 200
Zephyrhills, FL 33542

813.788.2155
DGPerry.com

Report on the Firm's System of Quality Control

December 4, 2025

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

We have reviewed 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, 2025. 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 www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on 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 and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of 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 on in conformity with the requirements of applicable 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 and compliance with the firm's system of quality control 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, 2025 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.



DG Perry

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND BRANDY CREEK COMMUNITY
DEVELOPMENT DISTRICT
(DATED MARCH 17, 2026)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that 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 completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GMS-NF, LLC
475 WEST TOWN PLACE, SUITE 114
ST. AUGUSTINE, FL 32092
TELEPHONE: 904-940-5850
EMAIL: JOLIVER@GMSNF.COM**

Auditor: Maritza Stonebraker

By: _____

Title: Director

Date: March 17, 2026

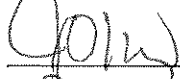
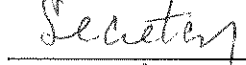
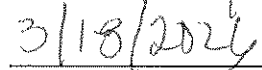


District: Brandy Creek CDD

By: _____

Title: _____

Date: _____

B.



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

March 19, 2026

Brandy Creek Community Development District
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

The Objective and Scope of the Audit of the Financial Statements

You have requested that Berger, Toombs, Elam, Gaines & Frank CPAs PL (“we”) audit Brandy Creek Community Development District’s, (the “District”), governmental activities and each major fund as of and for the year ended September 30, 2025, and for the years ending September 30, 2026, 2027, 2028 and 2029, which collectively comprise the District’s basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ended September 30, 2025, with four (4) annual renewals for the years ending September 30, 2026, 2027, 2028 and 2029 if mutually agreed upon by Brandy Creek Community Development district and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) and *Government Auditing Standards* issued by the Comptroller General of the United States (“GAS”) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS and GAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS and GAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity’s system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion;



Brandy Creek Community Development District
March 19, 2026
Page 2

2. Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit;
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation; and
4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will also communicate to the Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;



Brandy Creek Community Development District
March 19, 2026
Page 3

2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the required supplementary information ("RSI") which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements.

The Board is responsible for informing us of its views about the risks of fraud, waste or abuse within the District, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the District.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For report distribution; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Information relevant to the preparation and fair presentation of the financial statements, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and



Brandy Creek Community Development District
March 19, 2026
Page 4

- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the District's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgement, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the District's financial statements, we will also issue the following reports:

1. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
2. Auditor General Management Letter, if applicable; and
3. Report on Compliance with Section 218.415, Florida Statutes, if applicable.



Brandy Creek Community Development District
March 19, 2026
Page 5

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the District's books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by District personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with a designated individual, serving on behalf of management. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Non-audit Services

In connection with our audit, you have requested us to perform the following non-audit services:

1. Assistance in drafting the District's financial statements in accordance with accounting principles generally accepted in the United States of America, based on information provided by the District. While we will assist in drafting the financial statements, management retains responsibility for the financial statements, including their fair presentation, the selection and application of accounting principles, the accuracy and completeness of the underlying financial information, and for reviewing, approving, and accepting the financial statements prior to their issuance. Management is also responsible for establishing and maintaining effective internal controls relevant to the financial reporting process.

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the District, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The District has agreed to designate an individual, serving on behalf of management, who possesses suitable skill, knowledge, and experience, and who understands the non-audit services to be performed and described above sufficiently to oversee them. Accordingly, the management of the District agrees to the following:

1. The District will designate a qualified individual, serving in a management capacity, who possesses suitable skill, knowledge, and experience to oversee the services;
2. The designated individual will assume all management responsibilities for the subject matter and scope of the non-audit service described above;



Brandy Creek Community Development District
March 19, 2026
Page 6

3. The District will evaluate the adequacy and results of the services performed; and
4. The District accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the District's management or those charged with governance of the objectives of the non-audit services, the services to be performed, the District's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit services. We believe this Engagement Letter documents that understanding.

Other Relevant Information

In accordance with GAS, a copy of our most recent peer review report has been provided to you, for your information.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Billings are due upon submission. Our fee for the services described in this letter for the year ended September 30, 2025 will not exceed \$3,800 unless the scope of the engagement is changed, the assistance which the District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. Our fee and the timely completion of our work are based on anticipated cooperation from District personnel, timely responses to our inquiries, timely completion and delivery of client assistance requests, timely communication of all significant accounting and financial reporting matters, and the assumption that no unexpected circumstances will be encountered during the engagement. All other provisions of this letter will survive any fee adjustment. If mutually agreed upon by both parties, the fee for the year ending September 30, 2026 will not exceed \$3,800, the fee for the year ending September 30, 2027 will not exceed \$3,975 and for the years ending September 30, 2028 and 2029 will not exceed \$4,100.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Berger, Toombs, Elam, Gaines, & Frank's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Berger, Toombs, Elam, Gaines, & Frank for the District under this Engagement Letter, or any documents belonging to the District or furnished to Berger, Toombs, Elam, Gaines, & Frank by the District.



Brandy Creek Community Development District
March 19, 2026
Page 7

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Berger, Toombs, Elam, Gaines, & Frank policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access and Release Letter substantially in Berger, Toombs, Elam, Gaines, & Frank's form. Berger, Toombs, Elam, Gaines, & Frank reserves the right to decline a successor auditor's request to review our Audit Documentation.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the District, the District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Indemnification, Limitation of Liability, and Claim Resolution

The District and Berger, Toombs, Elam, Gaines & Frank agree that no claim arising out of, from, or relating to the services rendered pursuant to this engagement letter shall be filed more than two years after the date of the audit report issued by Berger, Toombs, Elam, Gaines & Frank or the date of this engagement letter if no report has been issued. To the fullest extent permitted by Florida law, our firm shall not be liable for any loss of profits, business interruption, or other consequential, incidental, or punitive damages. In all circumstances, the total liability for any claim arising from this engagement will not exceed the total amount of the fees paid by the District to Berger, Toombs, Elam, Gaines & Frank under this engagement letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the District of its payment obligations to Berger, Toombs, Elam, Gaines & Frank under this Engagement Letter.

Confidentiality

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of the District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.



Brandy Creek Community Development District
March 19, 2026
Page 8

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, upon request, we will provide you with a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and non-financial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be destroyed in accordance with our record retention policies.

Termination

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event the District terminates this engagement, the District will pay us for all services rendered, expenses incurred, and noncancelable commitments made by us on the District's behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or in the case of Berger, Toombs, Elam, Gaines, & Frank, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List, or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

Neither Berger, Toombs, Elam, Gaines & Frank nor the District shall be responsible for any delay or failure in its performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics, or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At the District's option, the District may terminate this Engagement Letter where our services are delayed more than 120 days; however, the District is not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.



Brandy Creek Community Development District
March 19, 2026
Page 9

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The District shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The District shall not knowingly cause Berger, Toombs, Elam, Gaines & Frank to violate any sanctions applicable to Berger, Toombs, Elam, Gaines & Frank. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. State Department.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Engagement Letter constitutes the entire agreement between Berger, Toombs, Elam, Gaines & Frank and the District, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter including any separate nondisclosure agreement executed between the parties.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.



Brandy Creek Community Development District
March 19, 2026
Page 10

Electronic Signatures and Counterparts

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid and have the same force and effect as a manual signature.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms contained herein. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the terms of this Engagement Letter.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
CERTIFIED PUBLIC ACCOUNTANTS PL

Maritza Stonebraker, CPA

Confirmed on behalf of the addressee:

Sign: _____

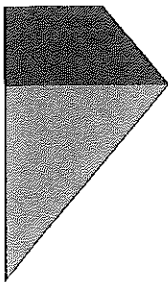
[Handwritten Signature]

Title: _____

Secretary

Date: _____

3/19/2026



6930 Gall Boulevard
Suite 200
Zephyrhills, FL 33542

813.788.2155
DGPerry.com

Report on the Firm's System of Quality Control

December 4, 2025

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

We have reviewed 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, 2025. 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 www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on 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 and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of 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 on in conformity with the requirements of applicable 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 and compliance with the firm's system of quality control based on our review.

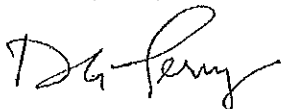
Required Selections and Considerations

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, 2025 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.



DG Perry

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND BRANDY CREEK COMMUNITY
DEVELOPMENT DISTRICT
(DATED MARCH 19, 2026)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that 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 completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:


**GMS-NF, LLC
475 WEST TOWN PLACE, SUITE 114
ST. AUGUSTINE, FL 32092
TELEPHONE: 904-940-5850
EMAIL: JOLIVER@GMSNF.COM**

Auditor: Maritza Stonebraker

By: _____

Title: Director

Date: March 19, 2026

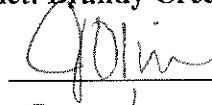
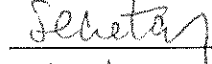
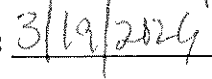


District: Brandy Creek CDD

By: _____

Title: _____

Date: _____

SIXTH ORDER OF BUSINESS

SEVENTH ORDER OF BUSINESS

A.



Proposal #: 696193

Date: 4/27/2026

From: Jason Campbell

Landscape Enhancement Proposal for
Brandy Creek CDD

Jim Masters
 Vesta Property Services
 224 Johns Creek Pkwy
 St Augustine, FL 32092
 jmasters@vestapropertyservices.com

LOCATION OF PROPERTY

224 Johns Creek Pkwy
 St. Augustine, FL 32092

Pocket Park Excavation & Sod

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Enhancement Labor	10	\$75.00	\$750.00
Zoysia Sod	1	\$1,157.00	\$1,157.00
topdressing 25k sq ft	1	\$715.00	\$715.00
Excavation (Skid Steer)	2	\$242.86	\$485.71

Excavate the mound at Pocket Park and sod the space with Empire Zoysia. Take the sand from the Excavation site and topdress the park area

Terms and Conditions: Signature below authorizes Yellowstone to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

AUTHORIZATION TO PERFORM WORK:

By _____

Print Name/Title _____

Date _____

Brandy Creek CDD

Subtotal	\$3,107.71
Sales Tax	\$0.00
Proposal Total	\$3,107.71

THIS IS NOT AN INVOICE

B.

Johns Creek

Proposal for A/C Replacement or Coil Replacement – 04.29.2026

Fitness Center A/C Replacement

Vendor	Brand	Ton	Seer Rating	Part Warranty	Labor Warranty	Cost
Chiller Medic	Trane	3	14.3	10 year	1 year	\$10,150.00
Buehler	Carrier	3	14.5	1 year	1 year	\$10,743.00

Fitness Center A/C Coil Replacement

*Current unit is 6 years old

Vendor	Warranty	Cost
Chiller Medic	1 year	\$3,000.00
Buehler	1 year	\$4,419.00



RESIDENTIAL AND COMMERCIAL LIC: CAC1818565
 Email: david@chillermedic.com Phone #: 904-814-9677

Chiller Medic Inc
 8933 Western Way Suite 18
 Jacksonville, FL 32256

Estimate 45106892
Estimate Date 4/1/2026

Billing Address
 Brandy Creek CDD
 224 Johns Creek Parkway
 St. Augustine, FL 32092 USA

Job Address
 Vesta property
 251 Huffner Hill Circle
 St. Augustine, FL 32092 USA

Service #	Description	Quantity	Your Price	Total
05 Estimate	Install a new 3 ton 14.3 seer2 run tru by trane heat pump system with a 5kw heater. Will connect to the existing line set electrical and ductwork. Will pressure and pull a vacuum on the system. Has a 10 year part warranty Has a 1 year labor warranty Has a 1 year safety switch warranty	1.00	\$10,150.00	\$10,150.00

Sub-Total	\$10,150.00
Tax	\$0.00
Total Due	\$10,150.00
Deposit/Downpayment	\$0.00

Thank you for choosing Chiller Medic.

Estimates are good for 30 days.



RESIDENTIAL AND COMMERCIAL LIC: CAC1818565
 Email: david@chillermedic.com Phone #: 904-814-9677

Billing Address
 Brandy Creek CDD
 224 Johns Creek Parkway
 St. Augustine, FL 32092 USA

Chiller Medic Inc
 8933 Western Way Suite 18
 Jacksonville, FL 32256

Estimate 45098711
Estimate Date 4/1/2026

Job Address
 Vesta propertys
 251 Huffner Hill Circle
 St. Augustine, FL 32092 USA

Service #	Description	Quantity	Your Price	Total
05 Estimate	Replace the indoor coil to the gym unit with a new one and confirm that the system is charged properly after a pressure test and vacuum.	1.00	\$3,000.00	\$3,000.00

Sub-Total	\$3,000.00
Tax	\$0.00
Total Due	\$3,000.00
Deposit/Downpayment	\$0.00

Thank you for choosing Chiller Medic.

Estimates are good for 30 days.



Air Source America, LLC DBA Buehler Air & Plumbing
 207 20th St N
 Jacksonville Beach, FL 32250
 Ph 904-233-8831 Fax 904-453-8586
 CAC1816716 & CFC1432792

Estimate 196076172
 Job 264452
 Estimate Date 4/13/2026
 Customer PO

Billing Address
 Brandy Creek CDD
 224 John's Creek Parkway
 St. Augustine, FL 32092 USA

Job Address
 Brandy Creek CDD
 224 John's Creek Parkway
 St. Augustine, FL 32092 USA

Estimate Details

System replacement option : Install Carrier 3 ton system replacement.

Service #	Description	Quantity	Your Price	Your Total
27SPA6 3 ton single stage	27SPA636A003 heat pump condenser - 32-1/16"H x 31-3/16"W x 31-3/16D - 30 amp FJ5ANXB36L00 air handler - 49-5/8"H x 17-1/2"W x 22-1/16"D - Filter size: 16x20 Electric heat kit Digital thermostat Top Tech 4" Filtration System Line Size: 3/8" x 5/8" 14.5 SEER2 AHRI #214101827 1 year warranty on all parts 1year warranty on labor 1 year Premium Maintenance	1.00	\$10,743.00	\$10,743.00

Financing Available!!!

Potential Savings	\$0.00
Sub-Total	\$10,743.00
Tax	\$0.00
Total	\$10,743.00

Thank you for choosing Buehler Air & Plumbing!
 Did you know we have a referral program?
 \$100 Visa Gift Card for new system installation customer (takes approx. 4-6 weeks)
 \$25 Visa Gift Card for new service or maintenance customer (takes approx. 4-6 weeks)
 All coupons must be presented at time of service. Refunds will not be issued after the fact.

I hereby authorize Buehler Air & Plumbing to complete the above work in the amount of \$10,743.00 to be performed with the knowledge that this an estimate and can be changed.



Air Source America, LLC DBA Buehler Air & Plumbing
207 20th St N
Jacksonville Beach, FL 32250
Ph 904-233-8831 Fax 904-453-8586
CAC1816716 & CFC1432792

Estimate 196076151
Job 264452
Estimate Date 4/13/2026
Customer PO

Billing Address
Brandy Creek CDD
224 John's Creek Parkway
St. Augustine, FL 32092 USA

Job Address
Brandy Creek CDD
224 John's Creek Parkway
St. Augustine, FL 32092 USA

Estimate Details

Evap coil: Evap coil fitness center

Service #	Description	Quantity	Your Price	Your Total
OEMevap	Replace evaporator coil	1.00	\$4,419.00	\$4,419.00
Potential Savings				\$0.00
Sub-Total				\$4,419.00
Tax				\$0.00
Total				\$4,419.00

Thank you for choosing Buehler Air & Plumbing!
Did you know we have a referral program?
\$100 Visa Gift Card for new system installation customer (takes approx. 4-6 weeks)
\$25 Visa Gift Card for new service or maintenance customer (takes approx. 4-6 weeks)
All coupons must be presented at time of service. Refunds will not be issued after the fact.

I hereby authorize Buehler Air & Plumbing to complete the above work in the amount of \$4,419.00 to be performed with the knowledge that this an estimate and can be changed.

EIGHTH ORDER OF BUSINESS

FIRST PLACE FITNESS EQUIPMENT, INC.

8805 Southside Blvd
Jacksonville, FL 32256-8413
USA
+19049980738
info@firstplacefitnessequipment.com
www.FirstPlaceFitnessEquipment.com



INVOICE

BILL TO

Johns Creek
Brandy Creek CDD
224 Johns Creek Parkway
St. Augustine, FL 32092

SHIP TO

Johns Creek
Johns Creek
Johns Creek
Brandy Creek CDD
224 Johns Creek Parkway
St. Augustine, FL 32092

INVOICE # 45472

DATE 04/24/2026

DUE DATE 04/24/2026

SHIP DATE

04/22/2026

SKU	PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	CT800 Treadmill	CT800 Treadmill	1	2,999.00	2,999.00
	Commercial Delivery, Install, R		1	299.00	299.00

SUBTOTAL	3,298.00
TAX (7.5%)	0.00
TOTAL	3,298.00
BALANCE DUE	\$3,298.00

All orders that are canceled will be subject to a canceled order /restocking fee of 50% of the value of the order.
Payment Policy: All orders must be paid in full before leaving the store or being scheduled for delivery. If a deposit has been made, the remaining balance must be paid in full prior to pickup or delivery. No exceptions.

NINTH ORDER OF BUSINESS

B.

RESOLUTION 2026-03
[FY 2027 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRANDY CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Brandy Creek Community Development District (“**District**”) prior to June 15, 2026, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BRANDY CREEK COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: July 15, 2026
TIME: 6:30 PM
LOCATION: Phase II Amenity Center
251 Huffner Circle
St. Augustine, Florida 32092

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

4. **SEVERABILITY; EFFECTIVE DATE.** 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. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13th DAY OF MAY, 2026.

ATTEST:

BRANDY CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A
Proposed Budget

TENTH ORDER OF BUSINESS

RESOLUTION 2026-04

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

WHEREAS, the Brandy Creek Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BRANDY CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt Rules of Procedure on July, 15 2026, at 6:30 p.m., at the Johns Creek Phase 2 Amenity Center, 251 Huffner Hill Circle, St. Augustine, Florida 32092.

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

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

PASSED AND ADOPTED this 13th day of May 2026.

ATTEST:

**BRANDY CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**RULES OF PROCEDURE
COMMUNITY DEVELOPMENT DISTRICT
RULE NO.**

EFFECTIVE AS OF _____, 2026

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Deleted: Rule 1.0 → General. → 2 ¶
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Rule 1.0 General.

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

(g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

(3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.

(4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.

(6) Votes Required. ~~No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.~~

(7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, ~~“voting conflict of interest” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time.~~ Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s

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Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

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

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

Law Implemented: §§ 112.3143, 190.006, 190.007, [286.012](#), Fla. Stat.

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

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

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

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

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

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days, but not more than thirty (30) days, public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of “general circulation” in the county in which the District is located, if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days’ public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: “Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at _____. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office.”
 - (e) The following or substantially similar language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”

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- Deleted:** . “General circulation” means a
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- Deleted:** at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to
- Deleted:** public generally, is available to
- Deleted:** public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest
- Deleted:** of value to the residents or owners
- Deleted:** property in the county where
- Deleted:** or of interest or of value to the general public
- Deleted:** a newspaper not
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- Deleted:** five days a week, unless the only newspaper in the county is published less than five days a week

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

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Adjournment

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

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

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

(a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),

(b) Florida Statutes; and

(c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and

(d) Support economical and efficient operations; and

(e) Ensure reliability of financial records and reports; and

(f) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

Law Implemented: § 218.33(3), Fla. Stat.

Moved (insertion) [1]

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

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(2) Requirements of a Rule. All District rules as drafted shall:

(a) Contain only one subject;

(b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;

Moved (insertion) [2]

(c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and

(d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.

Moved (insertion) [3]

(3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.

(4) Notice of Rule Development.

(a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:

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Deleted: in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate

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(i) the subject area to be addressed by rule development;

(ii) A short, plain explanation of the purpose and effect of the proposed rule;

(iii) The grant of rulemaking authority for the proposed rule;

(iv) The law being implemented;

(v) The proposed rule number; and

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(vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.

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(b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

Deleted: → → → (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

(3)

(5) **Notice of Rulemaking.**

Deleted: Proceedings and Proposed Rules

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:

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(i) A short, plain explanation of the purpose and effect of the proposed rule;

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(ii) The proposed rule number;

(iii) A summary of the proposed rule or amendment;

(v) The grant of rulemaking authority for the proposed rule;

Deleted: pursuant to which the rule is adopted, and a reference to the section or subsection of

(vi) The law being implemented or interpreted;

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(vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

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(viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;

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(ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;

(x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;

Deleted: . The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

(xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;

(x) The date, time, and location of the public hearing on the proposed rule;

(xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and

(xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.

(b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

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(c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-

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mail address, and may be required to pay the cost of copying and mailing as applicable.

- (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

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(6) Modification of Rules.

(a) Technical Changes.

- (i) Prior to rule adoption, the District shall publish a notice of correction (“**Notice of Correction**”) if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.

- (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

- (i) Prior to rule adoption, the District shall publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;

- _____ 2. In response to written materials submitted to the District; or
- _____ 3. In response to an objection with the proposed rule by the District Board.

_____ (ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

_____ (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.

_____ (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

_____ (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.

_____ (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

_____ (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.

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(b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.

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(c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:

(i) The place, date, and time of the workshop;

(ii) The subject area that will be addressed; and

(iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

(a) All Petitions to Initiate Rulemaking **Proceedings** must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

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(b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

Deleted: Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

(c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.

Deleted: <#>Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

(a) → The text of the proposed rule, or any amendment or repeal of any existing rules;

A detailed written statement of the facts and circumstances justifying the proposed rule;

(i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District

shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “Notice of Denial of Rulemaking Petition”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing (“Notice of Public Hearing”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:

(i) The date, time, and location of the public hearing; and

(ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

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Deleted: → A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and

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(d) → The published notice.↓

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(7) → Hearing.

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Deleted: The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing...

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(11) Emergency Rule Adoption.

(a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action, or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.

Deleted: . Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District.

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(b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:

(i) The full text of the rule(s); and

(ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

(c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

(i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the

District is located and shall include the specific facts and reasons for such renewal.

(ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.

(d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.

(e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.

(f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:

(i) The full text of the emergency rule and a summary thereof;

(ii) The rule number; and

(iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.

(12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.

(13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record, (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:

(a) A copy of the rule;

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(b) Any material incorporated by reference in the rule;

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(c) A detailed written statement of the facts and circumstances justifying the proposed rule;

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(d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;

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(e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;

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→ (d)

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(f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and

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→ (f) → All notices

(g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

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(14) Petitions to Challenge Rules.

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(a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.

(i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.

(ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

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(c) The petition shall be filed with the District. Within ~~ten (10)~~ days after receiving the petition, ~~or seven (7) days if the challenge relates to an emergency rule~~, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within ~~thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule~~, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

~~(d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.~~

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(e) Hearings held under this section shall be de novo in nature. ~~For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised.~~ During the hearing, the hearing officer may:

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- (i) Administer oaths and affirmations;
- (ii) Rule upon offers of proof and receive relevant evidence;
- (iii) Regulate the course of the hearing, including any pre-hearing matters;
- (iv) Enter orders; and
- (v) Make or receive offers of settlement, stipulation, and adjustment.

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~~(f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In~~

Deleted: (f) → The petitioner and the District shall be adverse parties. ...

the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

(15) **Variations and Waivers.** A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:

- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District’s rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner’s written request, to process the petition.

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

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(16) Review of Adopted Rules.

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- (a) By January 1, 2026, District staff shall prepare a report that summarizes the District's existing rules anticipated to be reviewed during the current fiscal year, if any, and the recommended action on each rule (the "Existing Rule Review Report"). The Existing Rule Review Report shall be presented to the District's Board at a noticed Board meeting as soon as practicable after preparation by District staff. District staff shall continue to annually prepare an updated Existing Rule Review Report by January 1 of each year until all District rules have been reviewed. The District is not bound to review its existing rules in accordance with the schedule set forth in an Existing Rule Review Report, but is required to complete the review of at least twenty (20%) percent of its existing rules per year until all existing rules have been reviewed in accordance with this Section. In any event, all existing rules of the District shall be reviewed by July 1, 2030.
- (b) Any new rule adopted after July 1, 2025, must be reviewed in the fifth year following adoption. Such review must be completed before the day that marks the sixth year since the adoption of the rule.
- (c) In conducting its rule review process, the District shall determine whether each rule:
- (i) Is a valid exercise of delegated legislative authority;
 - (ii) Has current statutory authority;
 - (iii) Reiterates or paraphrases statutory material;
 - (iv) Is in proper form;
 - (v) Is consistent with expressed legislative intent pertaining to the specific provisions of law which the rule implements;
 - (vi) Requires a technical or substantive update to reflect current use; and

- (vii) Requires updated references to statutory citations and incorporated materials.
- (d) By April 1 of each year in which a rule review is being undertaken, the District shall adopt a resolution evidencing the completion of rule review and authorizing one of the following actions relative to its rule review (the “Rule Review Resolution”):
- (i) If the District determines that no change is necessary, the District Rule Review Resolution shall include the following information:
1. A copy of the reviewed rule;
 2. A written statement of its intended action; and
 3. Its assessment of factors specified in Section 16(c) of this Rule.
- (ii) If the District determines that one or more technical changes are necessary, the District Rule Review Resolution shall include the following information:
1. A copy of the reviewed rule and the recommended technical change or changes coded by underlining new text and striking through deleted text;
 2. A written statement of its intended action;
 3. Its assessment of the factors specified in Section 16(c) of this Rule; and
 4. The facts and circumstances justifying the technical change or changes to the reviewed rule.
- (iii) If the District determines that the rule requires a substantive change, the District shall promptly initiate rulemaking in accordance with this Rule to make all changes, including any technical changes, and the District Rule Review Resolution shall include the following information:
1. A copy of the reviewed rule;
 2. The recommended change or changes coded by underlining new text and striking through deleted text;
 3. A written statement of its intended action; and

4. Its assessment of factors specified in Section 16(c) of this Rule.

(iv) If the District determines that the rule should be repealed, the District shall promptly initiate the repeal the rule in accordance with this Rule, and the District Rule Review Resolution shall include the following information:

1. A written statement of its intended action; and

2. Its assessment of factors specified in subsection 16(c) of this Rule.

(e) The rule review is completed upon the District's adoption of the Rule Review Resolution and, if there is a substantive change or repeal of a rule approved the Board, the timely commencement of the rulemaking or rule repeal process set forth in this Rule. Promptly after completion of the rule review, the District shall publish a notice of the completed rule review ("**Notice of Completed Rule Review**") in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Completed Rule Review shall identify the action taken by the District with respect to the reviewed rule.

(17) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. ▼

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

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Deleted: Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings. ...

Rule 3.0 Competitive Purchase.

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

- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

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

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requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,”** and **“Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

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

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(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules, or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

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(c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

(d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “Auditing Services” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“Committee”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

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→ (a) → “Auditing Services” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
→ (b) → “Committee” means the auditor selection committee appointed by the Board as described in section (2) of this Rule.
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(2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

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- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
- (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

(3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

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(4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

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(5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

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(6) Board Selection of Auditor.

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

- (a) A provision specifying the services to be provided and fees or other compensation for such services;
- (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
- (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
- (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
- (e) Provisions required by law that require the auditor to comply with public records laws.

(8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules.” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Rule 3.3 Purchase of Insurance.

(1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.

(2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

(a) The Board shall cause to be prepared a Notice of Invitation to Bid.

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(b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.

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(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.

(d) Bids shall be opened at the time and place noted in the Invitation to Bid.

(e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

(f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules.” or wording to that effect. Protests of the District’s procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

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Rule 3.4 Pre-qualification

(1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:

(a) The Board shall cause to be prepared a Request for Qualifications.

(b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) ~~days'~~ notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.

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(c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).

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(d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

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(e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

- _____ (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

- _____ (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

- _____ (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

- _____ (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

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(k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

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(2) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

(i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.

(ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

(iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

(iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

(v) The vendor’s qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- _____ (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- _____ (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- _____ (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- _____ (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- _____ (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- _____ (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- _____ (xii) The vendor or affiliate(s) has been convicted of a contract crime.

 - _____ 1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - _____ 2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

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Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.

 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

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_____ (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

_____ (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

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

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- ~~(j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.~~
- ~~(k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board~~

Moved down [6]: Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Deleted: (j) - Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect.

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with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Moved (insertion) [6]

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

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2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

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3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

- a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
- b. Hold all required applicable federal licenses in good standing, if any;
- c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
- d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

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

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

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

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the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

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9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

(3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

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

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

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

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of

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the Florida Statutes, if the vendor is a corporation; and

- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

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

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts: Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

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

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

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

(1) Filing.

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

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awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

(d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.

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(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

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(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

- (a) Administer oaths and affirmations;
- (b) Rule upon offers of proof and receive relevant evidence;
- (c) Regulate the course of the hearing, including any pre-hearing matters;

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

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

~~(5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.~~

Moved down [7]: Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings. ¶

Deleted: → (5) → Intervenors.

Deleted: ¶
→ (6)

~~(6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.~~

Deleted: → (7)

~~(7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.~~

Moved (insertion) [7]

~~(8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.~~

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

Deleted: §

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Deleted: _____,

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

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

TWELFTH ORDER OF BUSINESS

C.

1.

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF THE
BRANDY CREEK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Brandy Creek Community Development District will commence at noon on June 8, 2026, and close at noon on June 12, 2026. 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, Florida 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 Brandy Creek Community Development District has three (3) seats up for election, specifically seats 1, 3 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 3, 2026, and in the manner prescribed by law for general elections.

For additional information, please contact the St. Johns County Supervisor of Elections.

Publish on or before May 25, 2026.

2.

Vicky Oakes
St. Johns County Supervisor of Elections

April 23, 2026

Joseph M. Sarmiento

Attn: Sarah Sweeting, Recording Secretary

Request for Registered Voter Totals, Brandy Creek CDD

This letter is in response to your request for Registered Voter Totals for the Brandy Creek Community Development District (CDD). As of 04/15/2026, the total number of active registered voters in the Brandy Creek CDD is 1,252. If you have any further questions, please feel free to contact me.

Regards,



Joseph M. Sarmiento
GIS Elections Services Specialist

for

Vicky Oakes, St. Johns County Supervisor of Elections

904-823-2238

jsarmiento@votesjc.gov

D.

1.

Brandy Creek CDD



Field Operation Manager's Report

Date of report: May 13, 2026

Submitted by: Jim Masters

YELLOWSTONE / LANDSCAPING:

- Yellowstone's in-season service has officially begun. Service days are scheduled for Thursdays and Fridays to ensure the community looks its best heading into the weekend. Current work includes spring clean-up efforts; cutting back grasses, lifting tree canopies, trimming shrubs and hedges, as well as routine mowing and edging.
- Discuss landscape enhancements to islands at West American Eagle Drive and Antler Hill Court.

US MULCHING:

- All three playgrounds have received fresh mulch.
- Community mulch will be installed by May 15th.

LAKE DOCTORS:

- The ponds are inspected twice a month, and Lake Doctors will come out additionally based on pond conditions.
- Lake Doctors service reports attached.

PHASE 1 AND PHASE 2 POOLS:

- Phase 1 and Phase 2 pools are in great condition and ready for the 2026 pool season.
- A Pool Monitor Meeting was held on April 27, 2026. Monitors were trained on role expectations, pool policies and rules, health department regulations, and water quality chemical testing. We look forward to a safe and enjoyable pool season at Johns Creek.

FLORIDA INSURANCE ALLIANCE (EGIS)

- We have installed signage recommended by EGIS. Locations: Playgrounds, pool decks, ponds, and amenity centers.

PROJECTS COMPLETED:

- Painted rebound wall at Phase 1 (In-house)
- Painted bicycle racks at Phase 1 (In-house)
- Painted safety transitions at Phase 2 (In-house)
- Purchased and installed oleanders at Phase 2 entrance (In-house)
- Installed and painted new fence gate for dumpster at Phase 1 (In-house)
- Painted “little free library” at Phase 1 and Phase 2 (In-house)
- Replaced old/faded signs (In-house)
- Installed additional signage throughout the community per EGIS recommendations (In-house)
- Storage shed purchased and installed for garden club (Outside vendor)
- Fitness center deep clean

FUTURE PROJECTS:

- Interior painting of fitness center has begun. Anticipated completion, end of June. (In-house)
- Phase 1 fence is scheduled to be painted by the end of May (Investment Painting)
- Replace declining landscape in various areas throughout community (In-house)
- Continued spring cleaning of amenity centers

REGULAR SERVICES:

- Regular services and cleaning are done according to contract.
- Pool maintenance; cleaning, chemical checks and balancing, filter and pump cleaning/monitoring.
- Fitness Center cleaned four days per week, touched up daily.
- Restrooms cleaned three times per week, touched up daily.
- Playground equipment inspected monthly.
- Dog stations emptied and restored weekly. (14 Stations)
- Trash pickup Monday through Friday, Amenity Centers, common areas and entrances.
- Trash pickup on County Road 2209 once per week.
- Trash pickup along all common area ponds weekly.

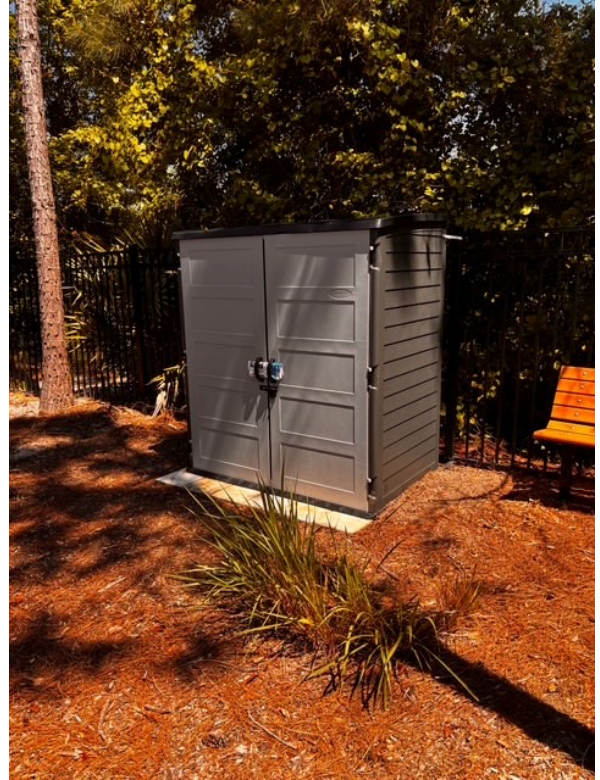
Completed Project Photos



Completed Prjoect Photos



Completed Prjoect Photos



3.



The Lake Doctors, Inc.
Aquatic Management Services®

The Lake Doctors, Inc. is committed to the stewardship of waterways as well as the health & safety of our Customers and Team Members. All materials selected for use on your property are registered by the United States Environmental Protection Agency. All of our Team Members are state-certified applicators and ensure that any materials used pass our quality assurance evaluations. To further promote safety, please comply with all instructions and recommendations.

Completed Work Order Information

Account #: 709617 BRANDY CREEK CDD-JOHNS CREEK
Site Information: Johns Creek Pkwy , St. Augustine, FL 32092-
Customer Billing Information: 224 Johns Creek Parkway , St. Augustine FL 32092-

Service Branch Information: 11621 Columbia Park Dr W
(904) 262-5500

Lake Doctors Corporate HQ: 4651 Salisbury Rd. Suite 155 Jacksonville, FL 32256
AR@lakedoctors.com www.lakedoctors.com

Event Name: Water Management - Twice per
Work Order Number: 2128582
Service Date: 3/23/2026
Target Pests (if applicable):

**Thank you for
your business!**

Service Notes & Observations

Pond 8- Treated for algae and underwater weeds
Pond 9- Treated for algae
Pond 10- Treated for algae
Pond 5A- Looks good
Pond 5B- Looks good

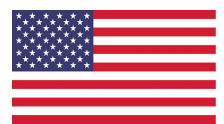
<u>Environmental Conditions</u>	
Weather:	Sunny
Temperature:	84.61
Wind Direction:	West
Wind Speed:	5.01
Humidity:	44.0000

Treated for Algae & Invasive Aquatic Weeds

Services Completed by:

Customer Signature (if needed):

Eric Wood
904-626-1887 | eric.wood@lakedoctors.com



**American Owned
& Operated**



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Aquatic Management Services®

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Completed Work Order Information

Account #: 709617 BRANDY CREEK CDD-JOHNS CREEK
Site Information: Johns Creek Pkwy , St. Augustine, FL 32092-
Customer Billing Information: 224 Johns Creek Parkway , St. Augustine FL 32092-

Service Branch Information: 11621 Columbia Park Dr W
(904) 262-5500

Lake Doctors Corporate HQ: 4651 Salisbury Rd. Suite 155 Jacksonville, FL 32256
AR@lakedoctors.com www.lakedoctors.com

Event Name: Water Management - Twice per
Work Order Number: 2140103
Service Date: 4/6/2026
Target Pests (if applicable):

**Thank you for
your business!**

Service Notes & Observations

Pond 8- Treated for emergent shoreline weeds and added dye
Pond 9- Looks good
Pond 10- Treated for algae
Pond 5A- Treated for algae and underwater weeds
Pond 5B- Looks good, added dye
Pond 6- Treated for algae

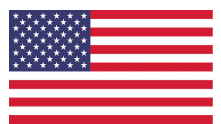
<u>Environmental Conditions</u>	
Weather:	Overcast
Temperature:	73.22
Wind Direction:	North-East
Wind Speed:	9.62
Humidity:	75.0000

Treated Shoreline Weeds, Treated for Algae & Invasive Aquatic Weeds

Services Completed by:

Customer Signature (if needed):

Eric Wood
904-626-1887 | eric.wood@lakedoctors.com



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The Lake Doctors, Inc.
Aquatic Management Services®

The Lake Doctors, Inc. is committed to the stewardship of waterways as well as the health & safety of our Customers and Team Members. All materials selected for use on your property are registered by the United States Environmental Protection Agency. All of our Team Members are state-certified applicators and ensure that any materials used pass our quality assurance evaluations. To further promote safety, please comply with all instructions and recommendations.

Completed Work Order Information

Account #: 709617 BRANDY CREEK CDD-JOHNS CREEK
Site Information: Johns Creek Pkwy , St. Augustine, FL 32092-
Customer Billing Information: 224 Johns Creek Parkway , St. Augustine FL 32092-

Service Branch Information: 11621 Columbia Park Dr W
(904) 262-5500

Lake Doctors Corporate HQ: 4651 Salisbury Rd. Suite 155 Jacksonville, FL 32256
AR@lakedoctors.com www.lakedoctors.com

Event Name: Water Management - Twice per
Work Order Number: 2139443
Service Date: 4/24/2026
Target Pests (if applicable):

**Thank you for
your business!**

Service Notes & Observations

Pond 1- Treated Treated for algae and underwater weeds
Pond 3- Added algicide
Pond 7- Looks good, added dye
Pond 8- Treated for algae and added dye
Pond 9- Looks good

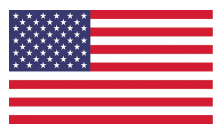
<u>Environmental Conditions</u>	
Weather:	Sunny
Temperature:	79.97
Wind Direction:	South
Wind Speed:	1.99
Humidity:	56.0000

Treated Shoreline Weeds, Treated for Algae & Invasive Aquatic Weeds, Pond Dye Added

Services Completed by:

Customer Signature (if needed):

Eric Wood
904-626-1887 | eric.wood@lakedoctors.com



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& Operated

E.

1.

Brandy Creek CDD

Amenities Manager Report



May 13, 2026

Submitted by: Georgia Hamilton

Administration:

- Continuous updates of the Atrium system.
 - Cross checking Atrium records with St. Johns County property appraiser's records.
- Continuing with regular office duties, i.e. invoices, banking, newsletters, assisting residents, etc.

Activities- Ongoing:

- **Food Trucks**
 - Food Trucks are back twice monthly. We will continue with Food Truck nights twice a month. The second and last Wednesday of the month.
 - May 13th Rolling Fatty's
 - May 27th Jazzy Krab
 - June 10th The Stuffed Potato
 - June 24th Lumpia Lady

Sheriff's Report:

- Reports will be available at the meeting.



Rentals – 2026

Rentals	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Phase 2 Room	0	6	3	6									15
Phase 1 Breezeway	1	1	0	1									3
Phase 2 Pergola	0	0	0	1									1
Phase 1 Field	0	0	0	0									0
Totals	1	7	3	8									19

(*no rentals at phase 2 in January due to pool resurface)

Special Events:

- Recent Events:
 - **Spring Break Activities** – On Monday March 18th, we hosted a fun and creative craft event where families came together to build and decorate their own mini birdhouses. Participants were provided with all the materials needed. On Wednesday, March 16th, we hosted a lively “spring” themed Bingo event. The event saw a large turnout. We provided mini donuts for everyone to enjoy. Lucky winners were awarded prizes. On Friday March 20th we had an exciting outdoor event featuring a large inflatable obstacle course. We made sure everyone had a way to cool down by providing popsicles.
 - **Spring Fling Egg Hunt** – Saturday, March 28th, our Spring Fling Egg Hunt brought the community together for a fun-filled day. We stuffed 2,000 eggs with toys and candy. The egg hunt was the highlight. Residents also enjoyed a petting zoo, popcorn, cotton candy, refreshments, crafts, tattoos, an inflatable obstacle course, and photos with the Easter Bunny. The weather provided some challenges, but it held off long enough for everyone to enjoy the fun.
 - **Popsicles at Phase 1** – St. Johns county schools were closed on Friday April 3rd. We offered a cool treat for Johns Creek students off from school. Many families came up to the pool to cool off even though the water temps were on the chilly side.
 - **Community Yard Sale** – Saturday April 11th. We placed an ad in the Florida Times Union notifying the public of our sale to help booster sales for residents. John and Jim installed signs at the entrances a week before the sale. On the day of the sale Jim placed signs throughout the neighborhood directing people to individual sales.
 - **Traditional Bingo** – Saturday April 18th. We hosted a traditional bingo event following the strong attendance and positive feedback from our Spring-themed bingo. While turnout was lower than anticipated, the event was still a great success and full of fun. We offered a variety of prizes for both adult and youth participants, and everyone who attended had an enjoyable time.



- **Mother’s Day Cards** – Saturday May 2nd. We provided supplies for the kids of Johns Creek to create personalized “handprint” cards for their moms. This event had a strong turnout despite the less-than-ideal weather. Special thanks to Karen Arnett for hosting and making it a success.
- **May the Fourth be with you** – Monday, May 4th, we hosted a fun-filled evening celebrating all things Star Wars. Residents enjoyed themed crafts, building detailed paper models of Darth Vader, Storm Troopers, or Chewbacca, each standing 12 inches tall once completed. A special highlight of the night was resident Matt Geraci and his family, who shared their passion for Star Wars with the community. They brought along their personally crafted droid and a homemade Mandalorian suit, creating an unforgettable experience. Residents had the opportunity to interact with both, as well as take photos. To top off the evening, Spanish-American food truck was on-site, giving residents the chance to relax and enjoy a delicious meal without having to cook.
- Upcoming Events:
 - **Ice Cream Social** – Friday May 29th 3PM – 4:30PM Last day of school SJCS
 - **Summer Fun Kick Off**
 - Monday June 1st 10AM – 12PM– Paper Airplane Contest & Popsicles
 - Wednesday June 3rd 10AM – 12PM – Rock Painting Craft
 - Saturday June 6th 3PM – 6PM – Waterslide and Music by the Pool
 - **Father’s Day Craft** – Saturday June 13th
 - **Fourth of July Event** – Saturday June 27th – Celebrating 250 YEARS!

May The Fourth Be with YOU Photos:



FOURTEENTH ORDER OF BUSINESS

A.

Brandy Creek
Community Development District

Unaudited Financial Reporting
March 31, 2026



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2-3	<u>General Fund Income Statement</u>
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6	<u>Capital Reserve Fund Income Statement</u>
7	<u>Debt Service Fund Series 2013 Income Statement</u>
8	<u>Debt Service Fund Series 2015 Income Statement</u>
9	<u>Assessment Receipt Schedules</u>
10	<u>Long Term Debt Summary</u>
11	<u>Check Register</u>

Brandy Creek
Community Development District
Combined Balance Sheet
March 31, 2026

	<i>General Fund</i>	<i>Capital Reserve Fund</i>	<i>Debt Service Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Cash - Wells Fargo	\$ -	\$ 37,144	\$ -	\$ 37,144
Cash - Hancock Bank	36,876	-	-	36,876
Due From Capital Reserve	480	-	-	480
Investments:				
State Board of Administration (SBA)	802,845	235,213	-	1,038,058
Custody Acct - General Account	45,569	-	-	45,569
Custody Acct - Capital Reserve	-	43,962	-	43,962
Series 2013A				
Reserve	-	-	31,729	31,729
Revenue	-	-	315,941	315,941
Series 2015				
Reserve	-	-	90,092	90,092
Revenue	-	-	180,510	180,510
Prepaid Expenses	1,635	-	-	1,635
Deposits	2,000	-	-	2,000
Total Assets	\$ 889,404	\$ 316,319	\$ 618,272	\$ 1,823,996
Liabilities:				
Accounts Payable	\$ 12,065	-	\$ -	\$ 12,065
Accrued Expenses	9,796	-	-	9,796
FiCA Payable	-	-	-	-
Due to General Fund - 2013	-	480	-	480
Total Liabilities	\$ 21,862	\$ 480	\$ -	\$ 22,341
Fund Balance:				
Nonspendable:				
Prepaid Items	\$ 1,635	\$ -	\$ -	\$ 1,635
Deposits	\$ 2,000	\$ -	\$ -	\$ 2,000
Restricted for:				
Debt Service	-	-	618,272	618,272
Assigned for:				
Capital Reserve Fund	-	315,840	-	315,840
Unassigned	863,907	-	-	863,907
Total Fund Balances	\$ 867,543	\$ 315,840	\$ 618,272	\$ 1,801,654
Total Liabilities & Fund Balance	\$ 889,404	\$ 316,319	\$ 618,272	\$ 1,823,996

Brandy Creek
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2026

	Adopted Budget	Prorated Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 921,386	\$ 904,828	\$ 904,828	\$ -
Interest Income	15,000	11,071	11,071	-
Rental/Miscellaneous Income	6,000	2,030	2,030	-
Cost Sharing Revenue	11,557	11,557	11,746	189
Special Events Revenue	1,500	750	1,500	750
Swim Lessons Revenue	500	-	-	-
Total Revenues	\$ 955,943	\$ 930,236	\$ 931,175	\$ 939
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 6,000	\$ 3,000	\$ 3,000	\$ -
PR-FICA	459	230	230	-
Engineering	15,000	7,500	2,950	4,550
Attorney	25,000	12,500	8,780	3,720
Annual Audit	4,000	-	-	-
Assessment Administration	5,565	5,565	5,565	-
Arbitrage Rebate	600	-	-	-
Trustee Fees	8,662	8,224	8,224	-
Management Fees	62,680	31,340	31,340	-
Information Technology	1,809	905	905	-
Telephone	300	150	27	123
Postage & Delivery	1,400	700	700	(0)
Insurance General Liability/Public Officials	11,778	11,778	10,413	1,365
Printing & Binding	1,000	500	134	367
Legal Advertising	1,420	710	494	216
Other Current Charges	2,200	1,100	1,343	(243)
Office Supplies	100	50	2	48
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 148,148	\$ 84,426	\$ 74,282	\$ 10,144

Brandy Creek
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2026

	Adopted Budget	Prorated Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
<i>Operations & Maintenance</i>				
Field Expenditures				
Insurance	\$ 41,114	\$ 41,114	\$ 39,806	\$ 1,308
Facility Administration/Events Coordinator	41,299	20,650	20,649	-
Facility Staffing (Contingency)	5,000	-	-	-
Pool Monitors	44,778	3,717	3,717	-
Field Operations Manager	78,985	39,493	39,492	-
Mobile App	2,500	-	-	-
Office Supplies/Mailings/ Printing	1,900	950	492	458
Pool Maintenance Service (Vesta)	38,291	19,146	24,488	(5,343)
Pool Chemicals (Poolsure)	20,352	10,176	9,483	693
Permit Fees	925	463	-	463
Landscape Maintenance	142,309	71,155	70,118	1,036
Landscape Contingency	25,000	12,500	16,528	(4,028)
Community Garden	5,000	2,500	570	1,930
Irrigation Maintenance	10,000	5,000	4,199	801
Sign Repairs	2,500	-	-	-
Lake Maintenance	13,430	6,715	5,970	745
General Facility Maintenance	50,000	25,000	15,704	9,296
Pet Waste Disposal	8,259	4,130	4,130	-
Streetlighting	42,834	21,417	20,552	865
Telephone	600	300	294	6
Cable	2,300	1,150	1,635	(485)
Electric	32,000	16,000	12,432	3,568
Water/Sewer/Irrigation	48,000	24,000	26,544	(2,544)
Security (RollKall)	12,000	6,000	6,690	(690)
Security Camera Lease & Maintenance	3,000	1,500	-	1,500
Security - License Plate Reader System	11,000	5,500	10,000	(4,500)
Refuse Service	4,500	2,250	2,528	(278)
Janitorial	30,969	15,485	15,485	-
Community Web Site Services	750	375	375	-
Special Events	12,000	7,400	7,400	-
Recreation Passes	1,200	-	-	-
Performance Incentive	10,000	10,000	7,118	2,882
Total Operations & Maintenance	\$ 742,795	\$ 374,083	\$ 366,399	\$ 7,684
Total Expenditures	\$ 890,943	\$ 458,508	\$ 440,681	\$ 17,828
Excess (Deficiency) of Revenues over Expenditures	\$ 65,000		\$ 490,494	
<i>Other Financing Sources/(Uses):</i>				
Excess Revenue Transfer In	\$ -	\$ -	\$ 79,259	\$ (79,259)
Capital Reserve - Transfer Out	(70,000)	(149,259)	(149,259)	-
Total Other Financing Sources/(Uses)	\$ (70,000)	\$ (149,259)	\$ (70,000)	\$ (79,259)
Net Change in Fund Balance	\$ (5,000)	\$ (149,259)	\$ 420,494	\$ (79,259)
Fund Balance - Beginning	\$ 5,000		\$ 447,049	
Fund Balance - Ending	\$ -		\$ 867,543	

Brandy Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ -	\$ 42,278	\$ 80,976	\$ 758,404	\$ 19,378	\$ 3,792	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 904,828
Interest Income	1,382	753	750	906	2,307	4,973	-	-	-	-	-	-	11,071
Rental/Miscellaneous Income	-	950	-	680	-	400	-	-	-	-	-	-	2,030
Cost Sharing Revenue	-	-	11,746	-	-	-	-	-	-	-	-	-	11,746
Special Events Revenue	-	-	1,500	-	-	-	-	-	-	-	-	-	1,500
Swim Lessons Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	\$ 1,382	\$ 43,980	\$ 94,972	\$ 759,990	\$ 21,685	\$ 9,165	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 931,175
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
PR-FICA	-	77	-	77	-	77	-	-	-	-	-	-	230
Engineering	-	-	-	-	2,950	-	-	-	-	-	-	-	2,950
Attorney	548	3,048	455	3,380	1,350	-	-	-	-	-	-	-	8,780
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	5,565	-	-	-	-	-	-	-	-	-	-	-	5,565
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	5,934	-	-	-	-	2,290	-	-	-	-	-	-	8,224
Management Fees	5,223	5,223	5,223	5,223	5,223	5,223	-	-	-	-	-	-	31,340
Information Technology	151	151	151	151	151	151	-	-	-	-	-	-	905
Telephone	15	0	-	10	-	3	-	-	-	-	-	-	27
Postage & Delivery	131	138	7	104	249	72	-	-	-	-	-	-	700
Insurance General Liability/Public Officials	10,413	-	-	-	-	-	-	-	-	-	-	-	10,413
Printing & Binding	36	14	22	13	43	6	-	-	-	-	-	-	134
Legal Advertising	-	70	-	167	-	257	-	-	-	-	-	-	494
Other Current Charges	376	155	203	204	213	192	-	-	-	-	-	-	1,343
Office Supplies	0	1	0	0	0	0	-	-	-	-	-	-	2
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 28,567	\$ 9,876	\$ 6,060	\$ 10,329	\$ 10,179	\$ 9,270	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,282

Brandy Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<i>Operations & Maintenance</i>													
Field Expenditures													
Insurance	\$ 36,992	\$ -	\$ -	\$ 1,295	\$ -	\$ 1,519	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,806
Facility Administration/Events Coordinator	3,442	3,442	3,442	3,442	3,442	3,442	-	-	-	-	-	-	20,649
Facility Staffing (Contingency)	-	-	-	-	-	-	-	-	-	-	-	-	-
Pool Monitors	567	-	-	-	-	3,150	-	-	-	-	-	-	3,717
Field Operations Manager	6,582	6,582	6,582	6,582	6,582	6,582	-	-	-	-	-	-	39,492
Mobile App	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies/Mailings/ Printing	62	-	101	62	205	62	-	-	-	-	-	-	492
Pool Maintenance Service (Vesta)	3,191	3,191	3,191	3,191	7,319	4,406	-	-	-	-	-	-	24,488
Pool Chemicals (Poolsure)	1,550	1,550	1,550	1,611	1,611	1,611	-	-	-	-	-	-	9,483
Permit Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Maintenance	11,514	11,514	11,514	11,859	11,859	11,859	-	-	-	-	-	-	70,118
Landscape Contingency	2,300	-	-	6,650	3,563	4,015	-	-	-	-	-	-	16,528
Community Garden	163	307	-	-	-	100	-	-	-	-	-	-	570
Irrigation Maintenance	746	-	1,163	780	921	589	-	-	-	-	-	-	4,199
Sign Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
Lake Maintenance	995	995	995	995	995	995	-	-	-	-	-	-	5,970
General Facility Maintenance	2,009	1,580	2,100	3,135	3,119	3,761	-	-	-	-	-	-	15,704
Pet Waste Disposal	688	688	688	688	688	688	-	-	-	-	-	-	4,130
Streetlighting	3,206	3,206	3,206	3,206	3,863	3,863	-	-	-	-	-	-	20,552
Telephone	49	49	49	49	49	49	-	-	-	-	-	-	294
Cable	180	390	259	259	125	422	-	-	-	-	-	-	1,635
Electric	2,031	1,953	1,987	2,280	1,881	2,300	-	-	-	-	-	-	12,432
Water/Sewer/Irrigation	5,559	4,838	4,715	4,346	3,663	3,424	-	-	-	-	-	-	26,544
Security (RollKall)	911	977	1,172	986	1,058	1,587	-	-	-	-	-	-	6,690
Security Camera Lease & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Security - License Plate Reader System	-	-	-	-	10,000	-	-	-	-	-	-	-	10,000
Refuse Service	431	431	331	450	450	434	-	-	-	-	-	-	2,528
Janitorial	2,581	2,581	2,581	2,581	2,581	2,581	-	-	-	-	-	-	15,485
Community Web Site Services	63	63	63	63	63	63	-	-	-	-	-	-	375
Special Events	832	650	3,868	553	115	1,382	-	-	-	-	-	-	7,400
Recreation Passes	-	-	-	-	-	-	-	-	-	-	-	-	-
Performance Incentive	-	7,118	-	-	-	-	-	-	-	-	-	-	7,118
Total Operations & Maintenance	\$ 86,644	\$ 52,103	\$ 49,555	\$ 55,063	\$ 64,151	\$ 58,884	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 366,399
Total Operations & Maintenance	\$ 86,644	\$ 52,103	\$ 49,555	\$ 55,063	\$ 64,151	\$ 58,884	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 366,399
Total Expenditures	\$ 115,210	\$ 61,979	\$ 55,615	\$ 65,392	\$ 74,331	\$ 68,154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 440,681
Excess (Deficiency) of Revenues over Expenditures	\$ (113,829)	\$ (17,998)	\$ 39,357	\$ 694,598	\$ (52,646)	\$ (58,989)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 490,494
Other Financing Sources/Uses:													
Excess Revenue Transfer In	-	-	-	-	79,259	-	-	-	-	-	-	-	\$ 79,259
Capital Reserve - Transfer Out	-	-	-	-	(149,259)	-	-	-	-	-	-	-	\$ (149,259)
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ (70,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (70,000)
Net Change in Fund Balance	\$ (113,829)	\$ (17,998)	\$ 39,357	\$ 694,598	\$ (122,646)	\$ (58,989)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 420,494

Brandy Creek
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2026

	Adopted Budget	Prorated Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
Revenues				
Interest	\$ 7,500	\$ 3,750	\$ 4,184	\$ 434
Total Revenues	\$ 7,500	\$ 3,750	\$ 4,184	\$ 434
Expenditures:				
Capital Outlay - Equipment/Facilities	\$ 30,000	\$ 11,035	\$ 11,035	\$ -
Other Current Charges	450	225	195	30
Repair and Replacement	22,050	22,050	110,717	(88,667)
Community Garden	-	-	-	-
Total Expenditures	\$ 52,500	\$ 33,310	\$ 121,947	\$ (88,637)
Excess (Deficiency) of Revenues over Expenditures	\$ (45,000)		\$ (117,763)	
Other Financing Sources/(Uses)				
Capital Reserve Transfer In	\$ 70,000	\$ 70,000	\$ 149,259	\$ 79,259
Total Other Financing Sources (Uses)	\$ 70,000	\$ 70,000	\$ 149,259	\$ 79,259
Net Change in Fund Balance	\$ 25,000		\$ 31,496	
Fund Balance - Beginning	\$ 341,312		\$ 284,344	
Fund Balance - Ending	\$ 366,312		\$ 315,840	

Brandy Creek
Community Development District
Debt Service Fund Series 2013A
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/26	Thru 03/31/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 321,394	\$ 313,251	\$ 313,251	\$ -
Interest Income	6,000	3,000	3,252	252
Total Revenues	\$ 327,394	\$ 316,251	\$ 316,503	\$ 252
Expenditures:				
Interest - 11/1	\$ 38,467	\$ 38,467	\$ 38,467	\$ -
Special Call - 11/1	-	-	5,000	(5,000)
Interest - 5/1	38,467	-	-	-
Principal - 5/1	235,000	-	-	-
Special Call - 5/1	-	-	-	-
Total Expenditures	\$ 311,934	\$ 38,467	\$ 43,467	\$ (5,000)
Excess (Deficiency) of Revenues over Expenditures	\$ 15,460		\$ 273,036	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (54,072)	\$ (54,072)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (54,072)	\$ (54,072)
Net Change in Fund Balance	\$ 15,460	\$ -	\$ 218,964	\$ (54,072)
Fund Balance - Beginning	\$ 91,912		\$ 128,706	
Fund Balance - Ending	\$ 107,372		\$ 347,670	

Brandy Creek
Community Development District
Debt Service Fund Series 2015
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/26	Thru 03/31/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 189,222	\$ 177,698	\$ 177,698	\$ -
Interest Income	6,000	3,000	2,970	(30)
Total Revenues	\$ 195,222	\$ 180,698	\$ 180,668	\$ (30)
Expenditures:				
Interest - 11/1	\$ 29,690	\$ 29,690	\$ 29,690	\$ -
Special Call - 11/1	-	-	5,000	(5,000)
Interest - 5/1	29,206	-	-	-
Principal - 5/1	120,000	-	-	-
Special Call - 5/1	-	-	-	-
Total Expenditures	\$ 178,897	\$ 29,690	\$ 34,690	\$ (5,000)
Excess (Deficiency) of Revenues over Expenditures	\$ 16,325		\$ 145,978	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (25,187)	\$ (25,187)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (25,187)	\$ (25,187)
Net Change in Fund Balance	\$ 16,325	\$ -	\$ 120,791	\$ (25,187)
Fund Balance - Beginning	\$ 55,301		\$ 149,810	
Fund Balance - Ending	\$ 71,626		\$ 270,602	

B.

Brandy Creek
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts - St Johns County
Fiscal Year 2026

ASSESSED	#UNITS ASSESSED	SERIES 2003 / 2013 DEBT ASMNT	SERIES 2006 / 2015 DEBT ASMT	O&M ASMT	TOTAL ASSESSED
NET ASSESSMENTS TAX ROLL	583	318,983.07	180,950.00	921,386.03	1,421,319.10

ST JOHNS COUNTY DISTRIBUTION	DATE RECEIVED	SERIES 2003 / 2013 DEBT RECEIPTS	SERIES 2006 / 2015 DEBT RECEIPTS	O&M RECEIPTS	TOTAL RECEIVED
1	11/3/2025	507.16	287.70	1,464.95	2,259.81
2	11/18/2025	8,671.07	4,918.85	25,046.49	38,636.41
3	11/21/2025	5,458.25	3,096.31	15,766.22	24,320.79
4	12/16/2025	9,310.10	5,281.35	26,892.32	41,483.77
5	12/23/2025	18,723.76	10,621.45	54,083.78	83,428.99
6	1/14/2026	261,864.75	148,548.41	756,399.15	1,166,812.31
Interest 1	1/26/2026	694.19	393.80	2,005.19	3,093.18
7	2/19/2026	6,708.54	3,805.57	19,377.70	29,891.81
8	3/13/2026	1,312.89	744.76	3,792.29	5,849.94
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
TOTAL RECEIVED		\$ 313,250.72	\$ 177,698.20	\$ 904,828.08	\$ 1,395,777.01

	SERIES 2003 / 2013 DEBT	SERIES 2006 / 2015 DEBT	O&M	TOTAL
BALANCE DUE	\$ 5,732.35	\$ 3,251.80	\$ 16,557.95	\$ 25,542.09
PERCENT COLLECTED	98.20%	98.20%	98.20%	98.20%

Brandy Creek
Community Development District
Long Term Debt Report

Series 2013 Special Assessment Refunding Bonds

Interest Rate:	6.35%
Maturity Date:	5/1/2034
Reserve Fund Definition	10% Max Annual
Reserve Fund Requirement	\$31,301
Reserve Fund Balance	31,729
Bonds Outstanding - 9/30/2013	\$4,545,000
Less: November 1, 2013 (Prepayment)	\$0
Less: May 1, 2014 (Mandatory)	(\$160,000)
Less: May 1, 2015 (Mandatory)	(\$165,000)
Less: May 1, 2015 (Prepayment)	(\$10,000)
Less: May 2, 2016 (Mandatory)	(\$170,000)
Less: May 1, 2017 (Mandatory)	(\$175,000)
Less: November 1, 2017 (Prepayment)	(\$5,000)
Less: May 1, 2018	(\$180,000)
Less: November 1, 2018 (Prepayment)	(\$5,000)
Less: May 1, 2019	(\$190,000)
Less: May 1, 2020	(\$195,000)
Less: May 1, 2020 (Prepayment)	(\$10,000)
Less: November 1, 2020 (Prepayment)	(\$5,000)
Less: May 1, 2021	(\$200,000)
Less: May 1, 2021 (Prepayment)	(\$5,000)
Less: November 1, 2021 (Prepayment)	(\$5,000)
Less: May 1, 2022	(\$210,000)
Less: May 1, 2022 (Prepayment)	(\$5,000)
Less: May 1, 2023	(\$215,000)
Less: May 1, 2023 (Prepayment)	(\$5,000)
Less: November 1, 2023 (Prepayment)	(\$5,000)
Less: May 1, 2024	(\$225,000)
Less: May 1, 2024 (Prepayment)	(\$5,000)
Less: November 1, 2024 (Prepayment)	(\$5,000)
Less: May 1, 2025	(\$230,000)
Less: May 1, 2025 (Prepayment)	(\$5,000)
Less: November 1, 2025 (Prepayment)	(\$5,000)

Current Bonds Outstanding **\$2,150,000**

Series 2015 Special Assessment Bonds

Interest Rate:	3.70%
Maturity Date:	5/1/1936
Reserve Fund Definition	50% Max Annual
Reserve Fund Requirement	\$88,854
Reserve Fund Balance	90,092
Bonds outstanding - 10/30/2015	\$2,535,000
Less: May 2, 2016	(\$15,000)
Less: May 1, 2017	(\$85,000)
Less: November 1, 2017 (Prepayment)	(\$5,000)
Less: May 1, 2018	(\$90,000)
Less: November 1, 2018 (Prepayment)	(\$5,000)
Less: May 1, 2019	(\$95,000)
Less: May 1, 2020	(\$95,000)
Less: May 1, 2020 (Prepayment)	(\$5,000)
Less: November 1, 2020 (Prepayment)	(\$5,000)
Less: May 1, 2021	(\$100,000)
Less: November 1, 2021 (Prepayment)	(\$5,000)
Less: May 1, 2022	(\$100,000)
Less: May 1, 2022 (Prepayment)	(\$5,000)
Less: May 1, 2023	(\$105,000)
Less: May 1, 2023 (Prepayment)	(\$5,000)
Less: November 1, 2023 (Prepayment)	(\$5,000)
Less: May 1, 2024	(\$110,000)
Less: May 1, 2024 (Prepayment)	(\$5,000)
Less: November 1, 2024 (Prepayment)	(\$5,000)
Less: May 1, 2025	(\$115,000)
Less: May 1, 2025 (Prepayment)	(\$5,000)
Less: November 1, 2025 (Prepayment)	(\$5,000)

Current Bonds Outstanding **\$1,565,000**

C.

Brandy Creek
COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2026
Check Register

<i>Fund</i>	<i>Date</i>	<i>check #'s</i>	<i>Amount</i>	<i>Amount</i>
General Fund				
	2/1/26 - 2/28/26	2911-2926	\$ 52,631.36	
	3/1/26 - 3/31/26	2927-2950	70,607.47	
				\$ 123,238.83
Capital Reserve Fund				
	2/1/26 - 2/28/26	199-200	\$ 59,260.00	
	3/1/26 - 3/31/26		\$ -	
				\$ 59,260.00
Utilities and Autopayments				
	02/04/26	AT&T	\$ 49.30	
	02/06/26	Republic Services	450.48	
	02/11/26	JEA	3,662.80	
	02/24/26	Florida High Speed Internet	125.00	
	02/24/26	HWB Credit Card	1,963.41	
	02/24/26	FPL	5,743.86	
	03/02/26	RollKall Technol	1,057.88	
	03/04/26	AT&T	49.30	
	03/10/26	Republic Services	434.00	
	03/12/26	JEA	3,423.71	
	03/13/26	IRS FICA Payment	153.00	
	03/19/26	Comcast	148.72	
	03/23/26	HWB Credit Card	2,781.44	
	03/24/26	Florida High Speed Internet	125.00	
	03/27/26	FPL	6,163.01	
	03/30/26	RollKall Technol	1,586.81	
	03/30/26	Comcast	148.72	
		TOTAL UTILITIES PAID ONLINE OR AUTOPAY		\$ 28,066.44
TOTAL				\$ 210,565.27

*Utilities and Autopayments available upon request

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/11/26	00415	1/06/26	01062026	202601	320	57200	42000		INTERNET SERVICES COMCAST	*	133.72	133.72	002911
2/11/26	00389	1/11/26	WO-48313	202601	320	57200	46600		QURTLY PREVENTATIVE MAINT FIRST PLACE FITNESS EQUIPMENT	*	209.56	209.56	002912
2/11/26	00030	2/01/26	672	202602	310	51300	34000		FEB MANAGEMENT FEES	*	5,223.33		
		2/01/26	672	202602	310	51300	35100		FEB INFO TECH	*	150.75		
		2/01/26	672	202602	320	57200	34300		FEB COMMUNITY WEBSITE SRV	*	62.50		
		2/01/26	672	202602	310	51300	51000		OFFICE SUPPLIES	*	.30		
		2/01/26	672	202602	310	51300	42000		POSTAGE	*	248.60		
		2/01/26	672	202602	310	51300	42500		COPIES	*	42.60		
									GOVERNMENTAL MANAGEMENT SERVICES			5,728.08	002913
2/11/26	00412	1/16/26	01162026	202601	320	57200	45000		FLOOD INSURANCE NATIONAL GENERAL INSURANCE COMPANY	*	1,295.00	1,295.00	002914
2/11/26	00341	2/01/26	13129563	202602	320	57200	46250		FEB POOL CHEMICALS POOLSURE	*	1,611.49	1,611.49	002915
2/11/26	00201	1/22/26	21132	202601	320	57200	49000		TREE REMOVAL/LEAVE DEBRIS TAYLOR TREE SERVICES INC	*	6,650.00	6,650.00	002916
2/11/26	00019	12/01/25	328866B	202512	320	57200	46800		DEC LAKE MAINTENANCE THE LAKE DOCTORS INC	*	995.00	995.00	002917
2/11/26	00286	2/01/26	430499	202602	320	57200	34700		FEB FIELD MANAGEMENT SRVC	*	6,582.08		
		2/01/26	430499	202602	320	57200	34400		FEB OFFICE ADMIN/EVENTS	*	3,441.58		
		2/01/26	430499	202602	320	57200	34200		FEB JANITORIAL SRVCS	*	2,580.75		
		2/01/26	430499	202602	320	57200	46200		FEB POOL MAINTENANCE	*	3,190.92		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		2/01/26	430499	202602	320	57200	46700		FEB WASTE DISPOSAL SRVCS	*	688.25		
									VESTA PROPERTY SERVICES, INC.			16,483.58	002918
2/11/26	00271	2/01/26	1098368	202602	320	57200	46100		FEB LANDSCAPE MAINTENANCE	*	11,859.11		
									YELLOWSTONE LANDSCAPE INC			11,859.11	002919
2/19/26	00395	2/12/26	5416	202602	320	57200	46200		COMMERCIAL POOL LIGHT	*	1,628.97		
									C BUSS ENTERPRISES INC			1,628.97	002920
2/19/26	00395	2/13/26	5423	202602	320	57200	46200		FILTER GRIDS 14X24	*	2,499.00		
									C BUSS ENTERPRISES INC			2,499.00	002921
2/19/26	00378	1/31/26	7550567	202601	310	51300	48000		1/6 JAN 14 MTG #11943808	*	72.72		
		1/31/26	7550567	202601	310	51300	48000		1/28 AUDIT RFP #12028470	*	94.48		
									GANNETT FLORIDA LOCALIQ			167.20	002922
2/19/26	00401	1/13/26	90014566	202601	320	57200	46600		CLEAN PH 2 - SOCIAL HALL	*	300.00		
									STORM CLEAN INC			300.00	002923
2/19/26	00201	2/14/26	21213	202602	320	57200	49000		DROP 2 PINE TREES	*	800.00		
									TAYLOR TREE SERVICES INC			800.00	002924
2/19/26	00271	2/17/26	1111223	202602	320	57200	46300		MAINLINE RPR-HUFFNER HILL	*	920.65		
									YELLOWSTONE LANDSCAPE INC			920.65	002925
2/26/26	00303	2/20/26	INV-0013	202602	320	57200	46600		WASH TENNIS&BASKETBALL CT	*	1,350.00		
									PUTTING ON PRESSURE, INC.			1,350.00	002926
TOTAL FOR BANK C											52,631.36		
TOTAL FOR REGISTER											52,631.36		

Hello Brandy Creek Cdd,

Thanks for choosing Comcast Business.

Your bill at a glance

For 224 JOHNS CREEK PKWY, SAINT AUGUSTINE, FL,
32092-5054

Previous balance		\$133.72
Payment - thank you	Jan 01	-\$133.72
Balance forward		\$0.00
Regular monthly charges	Page 3	\$127.95
One-time charges	Page 3	\$3.95
Taxes, fees and other charges	Page 3	\$1.82
New charges		\$133.72

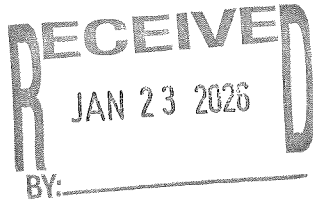
Amount due Jan 27, 2026 \$133.72

Your bill explained

- Your one-time charges are \$3.95 due to Paper Statement Fee charge(s).
- Any payments received or account activity after Jan 06, 2026 will show up on your next bill. View your most up-to-date account balance at business.comcast.com/myaccount.
- This page gives you a quick summary of your monthly bill. A detailed breakdown of your charges begins on page 3.



Need help?
Visit business.comcast.com/help or see page 2 for other ways to contact us.



1-23-26
Jim Masters

Detach the bottom portion of this bill and enclose with your payment

Please write your account number on your check or money order

Do not include correspondence with payment

COMCAST BUSINESS

1401 NORTHPOINT PKWY W PALM
BCH FL 33407-1937
06330310 DY RP 06 20260108 NNNNNNNY 0000187 0001

BRANDY CREEK CDD
ATTN JIM MASTERS
224 JOHNS CREEK PKWY
SAINT AUGUSTINE FL 32092-5054

Account number

8495 74 140 1929041

Payment due

Jan 27, 2026

Please pay

\$133.72

Amount enclosed

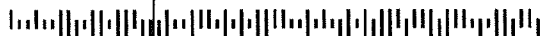
\$

Make checks payable to Comcast
Do not send cash



Send payment to

COMCAST
PO BOX 71211
CHARLOTTE NC 28272-1211



849574140192904100133728

Account Number
8495 74 140 1929041

Billing Date
Jan 06, 2026

Services From
Jan 10, 2026 to Feb 09, 2026

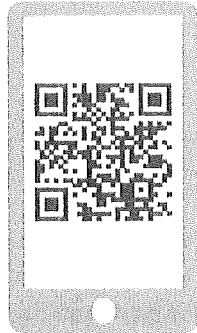
Page
2 of 3

Download the Comcast Business App

Business is always moving. Our app was built for this. Manage your account anytime, anywhere with the Comcast Business App – the easy way to manage your services on the go.

- Manage your account details
- Pay your bill and customize billing options
- View upcoming appointments

Scan the QR Code with your phone or mobile device to get started.



Faster speeds. More solutions. Bigger savings.

Comcast Business now offers **NEW** packages with faster speeds and innovative Voice and security solutions – at a better value.

Call today for a **FREE** account review at **877-564-0318**.



Need help? We're here for you



Visit us online

Get help and support at business.comcast.com/help



Call us anytime

800-391-3000
Open 24 hours, 7 days a week for billing and technical support

Useful information

Moving?

We can help ensure it's a smooth transition. Visit business.comcast.com/learn/moving to learn more.

Accessibility:

If you are hearing impaired, call 711. For issues affecting customers with disabilities, call **1-855-270-0379**, chat live at support.xfinity.com/accessibility, email accessibility@comcast.com, fax **1-866-599-4268** or write to Comcast at 1701 JFK Blvd., Philadelphia, PA 19103-2838
Attn: M. Gifford.



Ways to pay



No more mailing monthly checks

Set up Auto Pay to save time, energy and stamps. It's easy to enroll, just visit business.comcast.com/myaccount



Go paperless and say goodbye to clutter

Sign up for Paperless Billing to view and pay your bill online. It's faster, easier and helps cut down on clutter. Visit business.comcast.com/myaccount to get started.

Additional billing information

More ways to pay:



Online
Visit My Account at business.comcast.com/myaccount



Comcast Business App
Download the Comcast Business App



In-Store
Visit business.comcast.com/servicecenter to find a store near you




Regular monthly charges		\$127.95
Comcast Business		\$127.95
Internet services		\$127.95
Data, SecurityEdge Package, Includes: Business Internet Performance and SecurityEdge.	\$229.00	
Bundle Discount	-\$129.00	
Equipment Fee Internet.	\$27.95	

One-time charges		\$3.95
Other charges		\$3.95
Paper Statement Fee	Jan 06	\$3.95


Taxes, fees and other charges		\$1.82
Taxes & government fees		\$1.82
Sales Tax		\$1.82

What's included?

 **Internet:** Fast, reliable internet on our Gig-speed network

Visit business.comcast.com/myaccount for more details

You've saved \$129.00 this month with your bundle discount.



Additional information

We've made updates to our Comcast Business Services Customer Terms and Conditions, including adding terms for the WiFi Extenders Service. You can review the updated agreement at <https://business.comcast.com/terms-conditions-smb>.

Revisions have been made to the Comcast Business Services Customer Terms and Conditions. To review them, visit Comcast Business Small Business Terms and Conditions: business.comcast.com/terms-conditions-smb.



First Place Fitness Equipment
 8805 Southside Blvd
 Jacksonville, FL 32256

WORK ORDER:
WO-48313

INVOICE

Bill to: Johns Creek
 Brandy Creek CDD 224 Johns Creek
 Parkway
 St. Augustine, FL 32092

Attention: Johns Creek
 904-230-4208

Work done description: Matrix
 Leg extension Sn: gm105e1911g021
 Roll pad pn: 1000090148

 Seat pad pn: 1000210203

Precor
 Treadmill sn: agnbi24140101
 Foot rail on:302540102

Cable

 Reupholstered :2 pad needed

Reupholstery \$150 2x
 Spirit stair climber console pn: 250206001.
 !!!(Need to go back and get other Sn/ on that was taken was unrecognizable, could be under warranty)

Invoice Date: 01/11/2026
Class: Service:SCJax
Site: Brandy Creek CDD

 Brandy Creek CDD 224 Johns
 Creek Parkway
 St. Augustine, FL 32092

RECEIVED
 JAN 28 2026
 BY: _____

Item	Description	Qty	Rate	Amount \$
SERVICE:Service Agreements:Preventative Maintenance	Quarterly Preventative Maintenance	1.30	149.95	194.94 T
			Sub Total:	194.94
			Tax (T): 7.50%	14.62
			Total Amount Due:	209.56

For questions please call 904-998-0738

Thank you!
 Should you have any questions call us at 904-998-0738

1-28-26

Jim Masters

Governmental Management Services, LLC

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

Invoice

Invoice #: 672

Invoice Date: 2/1/26

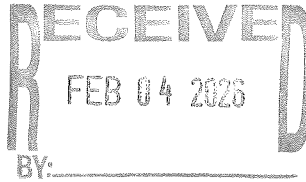
Due Date: 2/1/26

Case:

P.O. Number:

Bill To:

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



Description	Hours/Qty	Rate	Amount
Management Fees - February 2026		5,223.33	5,223.33
Information Technology - February 2026		150.75	150.75
Community Website Services - February 2026		62.50	62.50
Office Supplies		0.30	0.30
Postage		248.60	248.60
Copies		42.60	42.60
Total			\$5,728.08
Payments/Credits			\$0.00
Balance Due			\$5,728.08

NATIONAL GENERAL
an Allstate company



Egis Insurance & Risk Advisors
250 INTERNATIONAL PKWY, STE 260
LAKE MARY, FL 32746

Mail To :

0116 2K7BPG5ZDH01 B:1 000960 002147 001/002 4293-4296

Agent : EGIS INSURANCE & RISK ADVISORS
250 INTERNATIONAL PKWY, STE 260
LAKE MARY, FL 32746
(407) 407-7171



BRANDY CREEK COMMUNITY DEVELOPMENT DISTR
475 WEST TOWN PLACE STE 114
ST AUGUSTINE FL 32092-3649

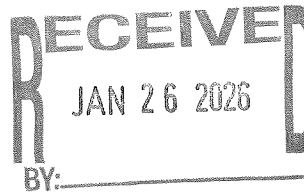


RENEWAL NOTICE

Your flood insurance policy will expire 04/16/2026. Renewal premium is required to renew your policy.



Policy Number : 0003206277
Policy Expiration Date : 04/16/2026 12:01 am
Loan Number : N/A
Notice Date : 01/16/2026
Payor : Insured
Insured Property Location :
224 JOHNS CREEK PKWY
SAINT AUGUSTINE, FL 32092-5054



Coverage Options	Coverage Amounts		Deductibles		Premium
	Building	Contents	Building	Contents	
A. Current coverage	500,000.00	89,000.00	1,250.00	1,250.00	1,292.00
B. Increased coverage ⁵	500,000.00	94,000.00	1,250.00	1,250.00	1,295.00

This renewal offer is being made on behalf of National General Insurance Company

Follow the instructions below to pay your renewal premium online with a credit card or electronic check.

- Visit <https://Nationalgeneral.manageflood.com> and select "Make a Payment".
- Enter your policy information and follow the instructions to select your payment type and available coverage amounts if applicable.
- You will immediately receive a copy of your renewal declarations page.

See reverse of this notice for important additional information

IF PAYING BY CHECK OR MONEY ORDER PLEASE DETACH HERE AND SEND THIS PORTION WITH YOUR PAYMENT.

NATIONAL GENERAL
an Allstate company

Insured Name : BRANDY CREEK COMMUNITY DEVELC
Renewal Date : 04/16/2026
Policy No : 0003206277
Bill ID : 31697397-266006724
Select One: Option A Option B
\$1,292 \$1,295

To pay by check or money order :

- Make payment for the exact amount of the coverage option you selected.
- Full payment is required for the option selected.
- Write your policy number on your check or money order.
- Return this portion in the attached return envelope.

Amount Enclosed: \$.00

Make check or money order payable to :

National General Insurance Company
PO BOX 209559
DALLAS, TX 75320-9559

000031697397 000266006724 0

MORTGAGEE, ADDITIONAL INTEREST, DISASTER AGENCY INFORMATION



1st Mortgagee:

2nd Mortgagee:

Additional Interest:

Disaster Agency:

1. Provided your payment is received within 30 days of the expiration of your policy (expiration date + 29 days), it will be renewed without a lapse in coverage. If the last day of the grace period (expiration date plus 29 days) falls on a Saturday, Sunday, or a holiday, the deadline does not extend to the next business day. More renewal information is available at www.floodsmart.gov/get-insured/renew-a-policy.

To ensure that your policy is renewed without a lapse in coverage you may use the electronic payment options (e-check or credit card) available to you. You may also mail your premium via USPS certified mail or other third party delivery services that provides either a proof of mailing, or that provides documentation showing the actual mailing date and the delivery date, to us at the remittance address shown on this form. In these instances the mailing date will be used as the cash receipts date even though the delivery may be after the expiration date.

2. You are encouraged to insure your property for at least 80% of the structures replacement cost to ensure adequate coverage in the event of a loss. Contact your insurance agent/producer for details.
3. If your mortgage lender pays your policy premium from an escrow account, we recommend that you confirm payment has been received.
4. If the mortgagee listed on the bill is not the current mortgagee, please forward the bill to the new financial institution (if they are responsible for premium payment) and have your agent/producer send a General Change Endorsement to correct the policy.

5. Option B is the next-higher coverage combination available and generally increases the current coverage by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible may be used. Increases in coverage above the Option B will be subject to a 30-day waiting period.
6. You have coverage options. You can either choose to keep your current coverage or adjust your coverage for additional protection. Please indicate the option you choose on the payment page. If you have questions about your coverage options or your flood policy, contact your insurance agent/producer.

FOR QUESTIONS ON ANY OF THIS INFORMATION, PLEASE CONTACT YOUR INSURANCE AGENT/PRODUCER.

This policy is not subject to cancellation for reasons other than those set forth in the National Flood Insurance Program rules and regulations. In matters involving billing disputes, cancellation is not available other than for billing processing error or fraud.

IMPORTANT NOTICE:

PAYMENT MAILING ADDRESS CHANGE

Effective June 18, 2025, our payment mailing address has changed. If you pay your premium by mailing a check or use online banking for payments, please make sure to update the payment mailing address to the address listed on your renewal or expiration notice.





1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

Date
Invoice#

2/1/2026
131295633902

Terms	Net 20
Due Date	2/21/2026
PO #	

Bill To
Attn: AP Department Attn: AP Department 224 John's Creek Parkway St. Augustine FL 32092

Ship To
Brandy Creek CDD 224 John's Creek Parkway St. Augustine FL 32092

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	Description	Qty	Units	Amount
WM-CHEM-FLAT	Water Management Flat Billing Rate	1	ea	\$1,611.49

Subtotal \$1,611.49

Tax \$0.00

Total \$1,611.49

Amount Paid/Credit Applied ~~\$0.00~~

Balance Due \$1,611.49

[Click Here to Pay Now](#)



RECEIVED
JAN 16 2026
BY: _____

1-16-26
Jim Masters
[Signature]



131295633902



Taylor Tree Services, Inc.
 4600 Ave B
 St. Augustine, FL 32095 US
 +19046922008
 taylorreeservicesinc@gmail.com

Invoice

BILL TO
 Brandy Creek CDD
 224 Johns Creek Pkwy
 Jacksonville, FL 32092

INVOICE #	DATE	TOTAL DUE	DUE DATE
21132	01/22/2026	\$6,650.00	01/22/2026

TERMS	ENCLOSED
Due on receipt	

SCOPE	QTY	RATE	AMOUNT
575 Johns Creek Pkwy St. Augustine, FL 32092	1	1,050.00	1,050.00
Drop approximately 4 tall dead pine trees Tree debris will be left in wooded area 1017 Autumn Breeze Dr St. Augustine, FL 32092	1	500.00	500.00
Drop 2 dead pine trees in wooded Tree debris will be left in wooded area Roundabout area at the end of E Windy Willow Dr St. Augustine, FL 32092	1	300.00	300.00
Cut back limbs away from roadway Elevate up to 15 feet and cut back to edge of grass line area Along S Field Crest Dr Between 17 Huffner Cir at 1801 E Willow Branch Ln	1	300.00	300.00
Elevate and cut back limbs, trees away from sidewalk and road Haul away tree debris On the back side of the playground Cut back trees and overgrowth from the back side of the magnolia trees	1	600.00	600.00
Debris will be mowed up on site Along Johns creek parkway between Thorn Hollow Ct and Spring Meadows Ct	1	1,200.00	1,200.00

Our mailing address recently changed, please make changes to our vendor information and please use mailing address above. New mailing address is
 4600 Ave B, St. Augustine, FL 32095.

SCOPE

Cut back vegetation and trees that area impeding on planted trees

Debris will be mowed up on site

2101 Thorn Hollow Ct
St.Augustine ,FL 32092

QTY RATE AMOUNT

1 500.00 500.00

Cut back vegetation and elevate up trees up to 15 feet where necessary

600 WJohns Creek Pkwy
St.Augustine,FL 32092

1 600.00 600.00

Drop 2 dead pine trees and 1 dead pine stub

Debris will stay in wooded area

From
Owl Hollow Ct to W Johns Creek Pkwy

1 1,600.00 1,600.00

Cut back vegetation and trees that area impeding on planted trees

Debris will be mowed up on site

Jeremy will show crew the scope of work

1 0.00 0.00

BALANCE DUE

\$6,650.00

Pay invoice

1-23-26
Jim Masters
[Signature]

RECEIVED
JAN 23 2026
BY: _____

Our mailing address recently changed, please make changes to our vendor information and please use mailing address above. New mailing address is
4600 Ave B, St. Augustine, FL 32095.

MAKE CHECK PAYABLE TO:



Post Office Box 162134
Altamonte Springs, FL 32716
(904) 262-5500

RETURN SERVICE REQUESTED

ADDRESSEE

Please check if address below is incorrect and indicate change on reverse side

4.1.492 1 AB 0.636 96947S11 492 492 001/001 1



BRANDY CREEK CDD-JOHNS CREEK
JIM MASTERS
224 JOHNS CREEK PARKWAY
ST AUGUSTINE FL 32092-5054

00000000227370010000003288660000009950051

PLEASE FILL OUT BELOW IF PAYING BY CREDIT CARD



CARD NUMBER _____ EXP. DATE _____
SIGNATURE _____ AMOUNT PAID _____

ACCOUNT NUMBER _____ DATE _____ BALANCE _____
709617 1/8/2026 \$995.00

The Lake Doctors
Post Office Box 162134
Altamonte Springs, FL 32716

Please return this invoice with your payment and notify us of any changes to your contact information.

BRANDY CREEK CDD-JOHNS CREEK Johns Creek Pkwy St. Augustine, FL 32092
Invoice Due Date **12/31/2025** Invoice **328866B** PO # _____

Invoice Date	Description	Quantity	Amount	Tax	Total
12/1/2025	Water Management - Twice per month		\$995.00	\$0.00	\$995.00

Please remit payment for this month's invoice.

RECEIVED
JAN 23 2026
BY: _____

1-23-26
J. Masters

Please provide remittance information when submitting payments, otherwise payments will be applied to the oldest outstanding invoices.

Credits \$0.00
Adjustment \$0.00
AMOUNT DUE

Total Account Balance including this invoice: \$1990.00 **This Invoice Total:** \$995.00

Click the "Pay Now" link to submit payment by ACH

Customer #: 709617
Portal Registration #: FBB0BC4A
Customer E-mail(s): Jmasters@vestapropertyservices.com
Customer Portal Link: www.lakedoctors.com/contact-us/

Corporate Address
4651 Salisbury Rd, Suite 155
Jacksonville, FL 32256

Set Up Customer Portal to pay invoices online, set up recurring payments, view payment history, and edit contact information

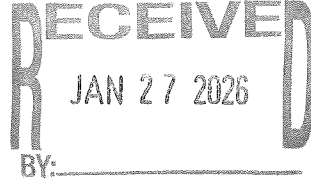




Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 430499
Date 02/01/2026
Terms Net 30
Due Date 03/03/2026
Memo Monthly Fees



Bill To
Brandy Creek C.D.D.
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine FL 32092

Description	Quantity	Rate	Amount
Field Management Services	1	6,582.08	6,582.08
Office Administrator & Events Coordinator	1	3,441.58	3,441.58
Janitorial Services	1	2,580.75	2,580.75
Pool Maintenance	1	3,190.92	3,190.92
Pet Waste Disposal Services	1	688.25	688.25

We appreciate your prompt payment.

Total 16,483.58



INVOICE

INVOICE #	INVOICE DATE
1098368	2/1/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Brandy Creek CDD
c/o Vesta Property Services
224 Johns Creek Pkwy
St Augustine, FL 32092

Property Name: Brandy Creek CDD

Address: 224 Johns Creek Pkwy
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: March 3, 2026

Invoice Amount: \$11,859.11

Description	Current Amount
Monthly Landscape Maintenance February 2026	\$11,859.11

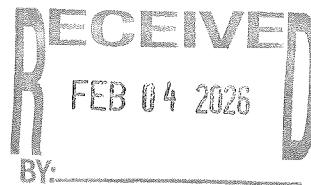
Invoice Total

\$11,859.11

2-4-26

Jim Masters

[Handwritten Signature]



Should you have any questions or inquiries please call (386) 437-6211.

INVOICE

C Buss Enterprises Inc
152 Lipizzan Trl
Saint Augustine, FL 32095-8512

clayton@cbussenterprises.com
+1 (904) 710-8161
www.cbussenterprises.com

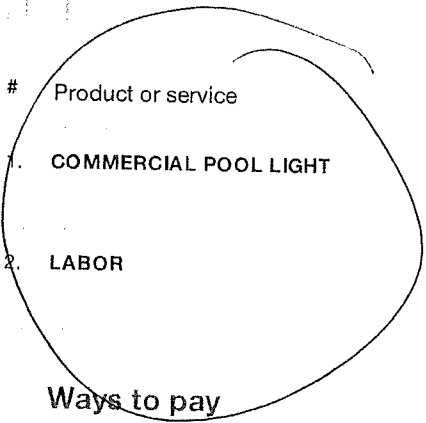


Bill to
Brandy Creek CDD
224 Johns Creek Pkwy
Saint Augustine, FL 32095

Invoice details

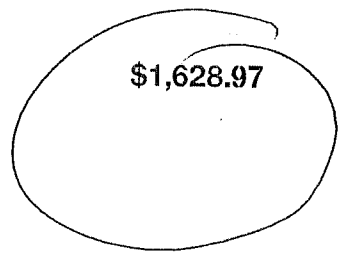
Invoice no.: 5416
Terms: Net 30
Invoice date: 02/12/2026
Due date: 03/14/2026

#	Product or service	Description	Qty	Rate	Amount
1.	COMMERCIAL POOL LIGHT	JANDY 150' 12V 300W White Pool LED Light	1	\$1,478.97	\$1,478.97
2.	LABOR	INSTALLATION/REPAIR LABOR, PER HOUR	1	\$150.00	\$150.00



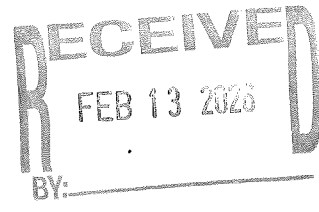
Total

\$1,628.97



Ways to pay

BANK
THANK YOU FOR YOUR BUSINESS! PLEASE MAKE CHECKS
PAYABLE TO C BUSS ENTERPRISES AND MAIL TO 152 LIPIZZAN
TRAIL, ST. AUGUSTINE, FL 32095



2-13-26
Jim Masters
[Signature]

INVOICE

C Buss Enterprises Inc
152 Lipizzan Trl
Saint Augustine, FL 32095-8512

clayton@cbussenterprises.com
+1 (904) 710-8161
www.cbussenterprises.com



Bill to
Brandy Creek CDD
224 Johns Creek Pkwy
Saint Augustine, FL 32095

Invoice details
Invoice no.: 5423
Terms: Net 30
Invoice date: 02/13/2026
Due date: 03/15/2026

PO: PHASE 2 POOL

#	Product or service	Description	Qty	Rate	Amount
1.	FILTER GRIDS 14X24	REPLACE DE FILTER GRIDS, PER EACH	51	\$49.00	\$2,499.00

Total

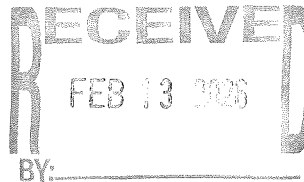
\$2,499.00

Ways to pay

BANK

THANK YOU FOR YOUR BUSINESS! PLEASE MAKE CHECKS
PAYABLE TO C BUSS ENTERPRISES AND MAIL TO 152 LIPIZZAN
TRAIL, ST. AUGUSTINE, FL 32095

[View and pay](#)



2-13-26

Jim Masters

USA TODAY CO.



ACCOUNT NAME Brandy Creek Cdd		ACCOUNT # 765150	INV DATE 01/31/26
INVOICE # 0007550567	INVOICE PERIOD Jan 1- Jan 31, 2026	CURRENT INVOICE TOTAL \$167.20	
PREPAY (Memo Info) \$0.00	UNAPPLIED (included in amt due) \$0.00	TOTAL CASH AMT DUE* \$167.20	

BILLING ACCOUNT NAME AND ADDRESS Brandy Creek Cdd ROOM 114 475 W Town Place Saint Augustine, FL 32092	PAYMENT DUE DATE: FEBRUARY 28, 2026 Legal Entity: USA TODAY Media Corp. Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. All funds payable in US dollars.
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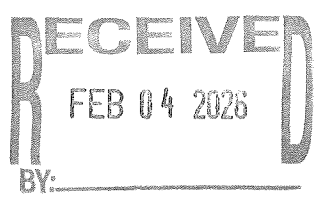
BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@usatodayco.com **FEDERAL ID** 47-2390983

Save A Tree! USA TODAY Co. is going paperless. Enjoy the convenience of accessing your billing information anytime and pay online. To avoid missing an invoice, sign up today by going to <https://gcil.my.site.com/financialservicesportal/s/>.

Date	Description	Amount
1/1/26	Balance Forward	\$0.00

Package Advertising:

Start-End Date	Order Number	Product	Description	PO Number	Package Cost
1/6/26	11943808	SAG St Augustine Record	JAN 14 MEETING		\$72.72
1/28/26	12028470	SAG St Augustine Record	Audit RFP		\$94.48



As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due	\$167.20
Service Fee 3.99%	\$6.67
*Cash/Check/ACH Discount	-\$6.67
*Payment Amount by Cash/Check/ACH	\$167.20
Payment Amount by Credit Card	\$173.87

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NAME Brandy Creek Cdd		ACCOUNT NUMBER 765150		INVOICE NUMBER 0007550567		AMOUNT PAID \$167.20
CURRENT DUE \$167.20	30 DAYS PAST DUE \$0.00	60 DAYS PAST DUE \$0.00	90 DAYS PAST DUE \$0.00	120+ DAYS PAST DUE \$0.00	UNAPPLIED PAYMENTS \$0.00	TOTAL CASH AMT DUE* \$167.20
REMITTANCE ADDRESS (Include Account# & Invoice# on check) USA TODAY Media Corp. PO Box 631244 Cincinnati, OH 45263-1244				TO PAY BY PHONE PLEASE CALL: 1-877-736-7612		TOTAL CREDIT CARD AMT DUE \$173.87
To sign up for E-mailed invoices and online payments please go to https://gcil.my.site.com/financialservicesportal/s/						

00007651500000000000000000075505670001672067174

LOCALIQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Brandy Creek Cdd
Brandy Creek Cdd
475 W Town Place
ROOM 114

Saint Augustine FL 32092

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

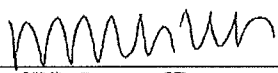
SAG St Augustine Record 01/06/2026
SAG staugustine.com 01/06/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/06/2026



Legal Clerk



Notary, State of WI, County of Brown

825.76

My commission expires

Publication Cost:	\$72.72	
Tax Amount:	\$0.00	
Payment Cost:	\$72.72	
Order No:	11943808	# of Copies:
Customer No:	765150	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN Notary Public State of Wisconsin
--

NOTICE OF MEETING BRANDY CREEK COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Board of Supervisors of the Brandy Creek Community Development District will be held on Wednesday, January 14, 2026 at 6:30 p.m. at the Phase II Amenity Center, 251 Huffner Hill Circle, St. Augustine, Florida 32092. Immediately following will be the meeting of the Board of Supervisors (the "Board"). 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, Florida 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

LOCALIQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Sarah Sweeting
Brandy Creek Cdd
475 W Town Place
ROOM 114

Saint Augustine FL 32092

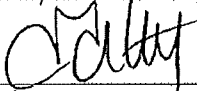
STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Bids & Proposals, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

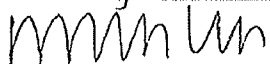
SAG St Augustine Record 01/28/2026
SAG staugustine.com 01/28/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/28/2026



Legal Clerk



Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost: \$94.48
Tax Amount: \$0.00
Payment Cost: \$94.48
Order No: 12028470 # of Copies:
Customer No: 765150 1
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

BRANDYCREEK COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Brandy Creek Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2025, with an option for four additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in St. Johns County, Florida, and has a general fund, debt service fund and capital reserve fund.

Each auditing entity submitting a proposal must be authorized to do business in Florida, hold all applicable state and federal professional licenses in good standing, duly licensed under Chapter 473, Florida Statutes, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Recording Secretary at 475 West Town Place, Suite 114, St. Augustine, Florida 32092, via e-mail at ssweeting@gmsnf.com, and by telephone at (904) 940-5850.

Proposers must provide an electronic copy of their proposal to the District Recording Secretary Sarah Sweeting at ssweeting@gmsnf.com. Proposals must be received by 5:00 p.m. on Monday, March 2, 2026. Proposals received after this time will not be eligible for consideration. The District reserves the right to reject any and all proposals, make modifications to the scope of the work, and waive any minor informalities or irregularities in proposals as it deems appropriate. Please direct all questions regarding this Notice to the District Manager, Brandy Creek Community Development District James Oliver, District Manager



Brandy Creek CDD
224 Johns Creek Pkwy.
St. Augustine, FL 32092

(904) 716-1370
brandycreekmanager@yahoo.com

RECEIVED
JAN 16 2026
BY: _____

INVOICE



Commercial Carpet Cleaning - Commercial Floor Cleaning Services

1.0 \$300.00 \$300.00

Call to schedule a free quote assessment on commercial carpet, tile, wood, laminate, and/or vinyl cleaning services.

Phase 2 Social Hall

1-16-26
Tim Masters
[Signature]

INVOICE #90014566
SERVICE DATE Jan 13, 2026
PAYMENT TERMS Upon receipt
DUE DATE Jan 13, 2026
AMOUNT DUE **\$300.00**

SERVICE ADDRESS
251 Huffner Hill Cir
St. Augustine, FL 32092

CONTACT US
127 Terra Oaks Dr
Jacksonville, FL 32259

(904) 813-1401
aaronsemmens@me.com

Service completed by: Aiden Malloy

Subtotal \$300.00
Total Tax \$0.00
Duval (7%) \$0.00
Job Total \$300.00
Amount Due **\$300.00**

Thank you for doing business with us. We always look forward to serving you.

See our Terms & Conditions



Taylor Tree Services, Inc.
 4600 Ave B
 St. Augustine, FL 32095 US
 +19046922008
 taylorreeservicesinc@gmail.com

Invoice

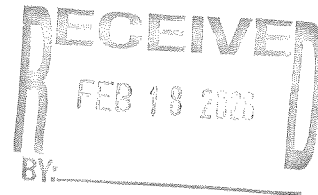
BILL TO
 Brandy Creek CDD
 224 Johns Creek Pkwy
 Jacksonville, FL 32092

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
21213	02/14/2026	\$800.00	02/14/2026	Due on receipt	

SCOPE	QTY	RATE	AMOUNT
2109 Thorn Hollow Ct St. Augustine, FL 32092	1	0.00	0.00
Trees will be dropped and left in preserve area	1	800.00	800.00
Drop 1 tall dead pine tree and 1 smaller dead pine tree			
The area behind the house is small and will require ropes and a machine to assist with removal			

BALANCE DUE \$800.00

Pay invoice



2-18-26
 Jim Masters
 [Signature]

Our mailing address recently changed, please make changes to our vendor information and please use mailing address above. New mailing address is
 4600 Ave B, St. Augustine, FL 32095.



YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1111223	2/17/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Brandy Creek CDD
c/o Vesta Property Services
224 Johns Creek Pkwy
St Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Brandy Creek CDD

Address: 224 Johns Creek Pkwy
St. Augustine, FL 32092

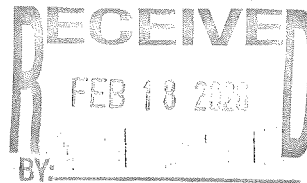
Invoice Due Date: March 19, 2026

Invoice Amount: \$920.65

Description	Current Amount
Mainline repair on Huffner Hill	
Irrigation Repairs	\$920.65

Invoice Total

\$920.65



2-18-26

Jim Masters

Should you have any questions or inquiries please call (386) 437-6211.



Putting On Pressure, INC.
904-501-0440
 Pressure Washing and Soft Wash Roof Cleaning

INVOICE

INV-001335

Date Issued: Feb 20, 2026
 Date Due: Due on Receipt
 Type: Total Due
 Work Order#: WO-001597
 Check Payable To: Putting On Pressure, Inc.
 Balance Due: **\$1,350.00**

FROM:
Putting On Pressure, Inc.
 2817 Pine Acres Rd
 St. Augustine, FL, 32086
 Email: puttingonpressure@gmail.com
 Phone: (904) 501-0440

TO:
Brandy Creek CCD
 Attn: Jim Masters
 224 John's Creek Parkway
 St. Augustine, FL, 32092
 Phone: (904) 716-1370

JOB LOCATION:
Brandy Creek CCD
 224 John's Creek Parkway
 St. Augustine, FL, 32092
 Phone: (904) 716-1370

JOB:
 Job for Estimate #EST-001975

#	Services	Qty	Price	Discount	Tax	Total
1	Soft Wash	15000.00	\$0.09	\$0.00	No Tax	\$1,350.00
Soft wash tennis court and basketball court at phase 1 and basketball court at phase 2. 15k sqft						
					Subtotal	\$1,350.00
					Grand Total (\$)	\$1,350.00

RECEIVED
 FEB 20 2026

Accepted payment methods
 Credit Card, Check, Cash, Credit Note/E-Gift Card

Message
 Thank you for your business!

2-20-26
 Jim Masters

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/11/26	00395	1/27/26 5393	202601 600-53800-61000	C BUSS ENTERPRISES INC	*	58,260.00	58,260.00 000199
				FINAL DRAW: POOL REMODEL			
2/11/26	00059	1/13/26 4730	202601 600-53800-61000	DUSTIN MACPEEK	*	1,000.00	1,000.00 000200
				PERIMETER FENCE REPAINT			
						TOTAL FOR BANK B	59,260.00
						TOTAL FOR REGISTER	59,260.00

INVOICE

C Buss Enterprises Inc
152 Lipizzan Trl
Saint Augustine, FL 32095-8512

clayton@cbussenterprises.com
+1 (904) 710-8161
www.cbussenterprises.com



Bill to
Brandy Creek CDD
224 Johns Creek Pkwy
Saint Augustine, FL 32095

Invoice details
Invoice no.: 5393
Terms: Net 30
Invoice date: 01/27/2026
Due date: 02/26/2026

PO: PHASE 2 POOL

RECEIVED
JAN 28 2026
BY: _____

- | # | Product or service |
|----|--------------------|
| 1. | POOL REMODEL |

Description
FINAL DRAW: POOL FILL

Qty	Rate	Amount
0.4	\$145,650.00	\$58,260.00

Total

\$58,260.00

Ways to pay

BANK

THANK YOU FOR YOUR BUSINESS! PLEASE MAKE CHECKS
PAYABLE TO C BUSS ENTERPRISES AND MAIL TO 152 LIPIZZAN
TRAIL, ST. AUGUSTINE, FL 32095

[View and pay](#)

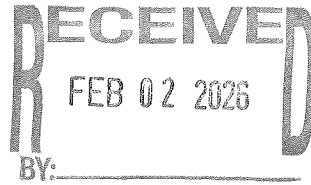
1-28-26
Jim Masters
[Signature]



Investment Painting of North FL

Brandy Creek CDD
 Vesta
 251 Huffner Hill Circle
 St. Augustine, FL 32092

(904) 716-1370
 jmasters@vestapropertyservices.com



JOB	#4730
INVOICE	#D-4730
INVOICE DATE	Jan 13, 2026
PAYMENT TERMS	On date
DUE DATE	Jan 20, 2026
DEPOSIT DUE	\$1,000.00

SERVICE ADDRESS

224 John's Creek Parkway
 St. Augustine, FL 32092

CONTACT US

229 South Torwood Drive
 Saint Johns, FL 32259

(904) 307-6649
 Investmentpaintingfl@yahoo.com

INVOICE

Services	qty	unit price	amount
Commercial painting at amenity center for perimeter fence repaint Pressure wash aluminum fence and Paint 928 linear feet of aluminum fence around property same color with Sherwin Williams pro industrial direct to metal paint. Cover walkways near pool area and spray fence for a factory like finish Price includes labor materials and taxes.	1.0	\$5,265.00	\$5,265.00

Subtotal	\$5,265.00
Job Total	\$5,265.00
Deposit Due	\$1,000.00

We will match or beat a written formal estimate from a reputable, licensed and insured company with proof of estimate!

To accept our estimate and schedule a start date please simply press the accept button on the email you received! You will then receive an invoice for your deposit of \$500.00 for each service/job for approved services that you have agreed to. At that time you will receive a TENTATIVE START WEEK for your approved job. For larger residential jobs, deposits may be subjected to a higher deposit. This pertains to residential clients only. All commercial clients please see our terms and conditions regarding deposits amounts and procedures. These terms and conditions are subject to change at any time.

Please see our terms and Conditions for Agreements, Payment Schedules, Scheduling, Cancellation policies and more.

Like us on Facebook! Write us a review on Facebook, Nextdoor & Our Website!
Thank you for your Business!

See our Terms & Conditions

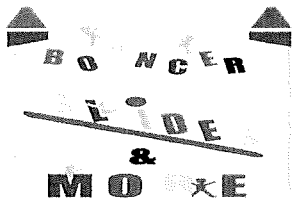
CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/09/26	00292	12/06/25	12062025	202512	320	57200	49400		GRINCH COMBINATION UNIT	*	400.00		
									BOUNCERS SLIDES AND MORE INC			400.00	002927
3/09/26	00334	1/20/26	9011	202601	320	57200	46600		MAINTENANCE SUPPLIES	*	46.75		
									CRONIN ACE HARDWARE			46.75	002928
3/09/26	00334	1/21/26	9015	202601	320	57200	46600		MAINTENANCE SUPPLIES	*	29.17		
									CRONIN ACE HARDWARE			29.17	002929
3/09/26	00334	1/21/26	9016	202601	320	57200	46600		MAINTENANCE SUPPLIES	*	4.68		
									CRONIN ACE HARDWARE			4.68	002930
3/09/26	00334	2/11/26	9091	202602	320	57200	46600		MAINTENANCE SUPPLIES	*	10.75		
									CRONIN ACE HARDWARE			10.75	002931
3/09/26	00403	2/04/26	INV-8623	202602	320	57200	34520		LPR - FALCON	*	10,000.00		
									FLOCK GROUP INC			10,000.00	002932
3/09/26	00372	2/28/26	3704094	202601	310	51300	31500		JAN GENERAL SERVICES	*	3,380.17		
									KUTAK ROCK LLP			3,380.17	002933
3/09/26	00341	3/01/26	13129563	202603	320	57200	46250		MAR POOL CHEMICALS	*	1,611.49		
									POOLSURE			1,611.49	002934
3/09/26	00019	3/01/26	352120B	202603	320	57200	46800		MAR LAKE MAINTENANCE	*	995.00		
									THE LAKE DOCTORS INC			995.00	002935
3/09/26	00286	2/28/26	431229	202602	320	57200	49400		DADDY DAUGHTER DANCE	*	114.55		
									VESTA PROPERTY SERVICES, INC.			114.55	002936
3/09/26	00286	3/01/26	431029	202603	320	57200	34700		MAR FIELD MANAGEMENT SRVC	*	6,582.08		
		3/01/26	431029	202603	320	57200	34400		MAR OFFICE ADMIN/EVENTS	*	3,441.58		
		3/01/26	431029	202603	320	57200	34200		MAR JANITORIAL SERVICES	*	2,580.75		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/01/26		431029		202603	320	57200	46200		MAR POOL MAINTENANCE	*	3,190.92		
3/01/26		431029		202603	320	57200	46700		MAR WASTE DISPOSAL SRVCS	*	688.25		
VESTA PROPERTY SERVICES, INC.											16,483.58	002937	
3/09/26	00271	2/23/26	1113384	202602	320	57200	49000		PH1 POOLSIDE JASMINE	*	281.00		
		2/23/26	1113385	202602	320	57200	49000		PH2 AMEN CNTR MONDO GRASS	*	450.00		
		2/23/26	1113386	202602	320	57200	49000		PH2 POOLSIDE HOLLY INSTAL	*	466.00		
		2/23/26	1113387	202602	320	57200	49000		ROADSIDE MUHLY GRASS	*	508.00		
		2/27/26	1116879	202601	320	57200	46300		JAN IRRIGATION REPAIRS	*	780.15		
		2/27/26	1116880	202602	320	57200	49000		JOHNS CREEK PKY CORDGRASS	*	632.00		
		2/27/26	1116881	202602	320	57200	49000		RPL JUNIPER PH2 1ENTRANCE	*	426.00		
		3/01/26	1123068	202603	320	57200	46100		MAR LANDSCAPE MAINTENANCE	*	11,859.11		
YELLOWSTONE LANDSCAPE INC											15,402.26	002938	
3/09/26	00416	2/27/26	4011	202602	310	51300	31100		STORMWATER INSPECTION	*	2,950.00		
YURO & ASSOCIATES LLC											2,950.00	002939	
3/13/26	00292	3/05/26	03052026	202603	320	57200	49400		3/20 DOUBLE LANE OBSTACLE	*	600.00		
BOUNCERS SLIDES AND MORE INC											600.00	002940	
3/13/26	00395	3/05/26	5650	202603	320	57200	46200		UNDERWATER ACID WASH RMVR	*	1,215.00		
C BUSS ENTERPRISES INC											1,215.00	002941	
3/13/26	00334	3/06/26	9174	202603	320	57200	46600		MAINTENANCE SUPPLIES	*	16.99		
		3/09/26	9187	202603	320	57200	46600		MAINTENANCE SUPPLIES	*	60.27		
		3/10/26	9190	202603	320	57200	46600		MAINTENANCE SUPPLIES	*	2.32		
		3/10/26	9191	202603	320	57200	46600		MAINTENANCE SUPPLIES	*	12.98		
CRONIN ACE HARDWARE											92.56	002942	

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/13/26	00030	3/01/26	335	202603	310-51300	34000		MAR MANAGEMENT FEES	*	5,223.33		
		3/01/26	335	202603	310-51300	35100		MAR INFO TECH	*	150.75		
		3/01/26	335	202603	320-57200	34300		MAR COMMUNITY WEB SRVCS	*	62.50		
		3/01/26	335	202603	310-51300	51000		OFFICE SUPPLIES	*	.39		
		3/01/26	335	202603	310-51300	42000		POSTAGE	*	72.15		
		3/01/26	335	202603	310-51300	42500		COPIES	*	6.30		
		3/01/26	335	202603	310-51300	41000		TELEPHONE	*	2.53		
GOVERNMENTAL MANAGEMENT SERVICES											5,517.95	002943
3/20/26	00304	3/13/26	32813	202603	320-57200	46300		BACKFLOW TEST	*	450.00		
P3 SERVICES OF FL LLC											450.00	002944
3/20/26	00372	12/15/25	3672641	202511	310-51300	31500		NOV GENERAL SERVICES	*	3,047.50		
		3/16/26	3715857	202602	310-51300	31500		FEB GENERAL SERVICES	*	1,350.43		
KUTAK ROCK LLP											4,397.93	002945
3/20/26	00227	3/11/26	7681231	202603	320-57200	46600		MAR PEST JOHNS CREEK PKWY	*	136.49		
		3/11/26	7681287	202603	320-57200	46600		MAR PEST HUFFNER HILL CIR	*	98.88		
		3/11/26	7681717	202603	320-57200	46600		MAR MOSQUITO CONTROL	*	64.80		
PESTBEAR											300.17	002946
3/27/26	00334	3/13/26	9196	202603	320-57200	46600		MAINTENANCE SUPPLIES	*	34.18		
		3/18/26	9215	202603	320-57200	46600		MAINTENANCE SUPPLIES	*	42.28		
CRONIN ACE HARDWARE											76.46	002947
3/27/26	00150	3/20/26	31785	202603	320-57200	45000		SITE VISIT ADDITIONS	*	1,519.00		
EGIS INSURANCE ADVISORS, LLC											1,519.00	002948
3/27/26	00019	2/01/26	344296B	202602	320-57200	46800		FEB LAKE MAINTENANCE	*	995.00		
THE LAKE DOCTORS INC											995.00	002949

BC -BRANDY CREEK- TLEE

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
3/27/26	00376	3/23/26 4065	202603 320-57200-49000	HOME-FIELD ADVANTAGE LANDSCAPING	*	4,015.00	4,015.00 002950
TOTAL FOR BANK C						70,607.47	
TOTAL FOR REGISTER						70,607.47	



Bouncers, Slides, and More Inc.
 1915 Bluebonnet Way
 Fleming Island, FL
 32003

Invoice

Date: December 6th, 2025

Invoice Number: 12062025.22

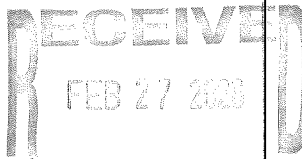
Name / Address

Attn: Georgia Hamilton
 John's Creek
 Brandy Creek CDD
 224 Johns Creek Pkwy
 St. Augustine, FL 32092

Additional Details:

	<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Discount</u>	<u>SubTotal</u>	<u>Extended</u>
1	Grinch Combination Unit	1	\$400.00		\$400.00	\$400.00
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
Comments:		Subtotal				\$400.00
		Sales Tax (0.0%)				N/A
		Total				\$400.00

Event



Jim Masters
[Signature]

Was printed double-side on 12/05/25. At the moment I didn't realized it was because I thought the printer was fixed, so it wouldn't print automatically double-side. This is why this invoice is being processed now.

02/27/26
 TP

CRONIN ACE SAINT JOHNS
2843 COUNTY ROAD 210 WEST
SUITE 101
SAINT JOHNS, FL 32259
PHONE: (904) 217-3324

THANK YOU FOR SHOPPING AT
 CRONIN ACE SAINT JOHNS
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 (904) 217-3324

01/20/26 12:07PM ANR 553 SALE
 1259381 1 EA 9.99 EA N
 EASY LIQUID SANDER QT 9.99
 5073531 1 EA 4.99 EA N
 KEY SCHLAGE SC1 250PK 4.99
 2107472 1 EA 15.99 EA N
 KNIFE UTIL RETRACT QUICK 15.99
 2408631 1 EA 14.99 EA N
 UTILITY KNF BLD MLWKE 50PK 14.99
 17004 1 EA 5.99 EA N
 SPRYPNT ACE GLS BLACK 5.99

SUB-TOTAL:\$ 51.95 TAX: \$.00
 DISCOUNT: -5.20 TOTAL: \$ 46.75
 CHARGE AMT: 46.75

Total Items:5



==>> JRNL# B85300 INV# 9011/1
 CUST NO: 10065
 ACE REWARDS ID # 19825402843

Customer Copy

YOU SAVED \$ 5.20 BY SHOPPING AT
 CRONIN ACE SAINT JOHNS

ACE STORE NUMBER
 16059

 Tell us about your experience
 today and Enter to win a \$500
 gift card!

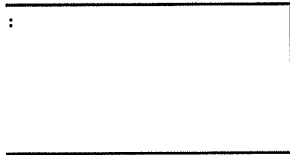
 To participate
 * Visit: talkto.AceHardware.com
 or text HELPFUL to 223439

* This survey invitation is
 valid for 72 hours

* Store # 16059
 * Survey approximately 5 mins

No purchase necessary.
 Must be 18 or older to
 enter sweepstakes. Void
 where prohibited. See rules
 at: TalkTo.AceHardware.com

Reference	Terms	Clerk	Date	Time
	NET EOM	ANR	1/20/26	12:07



DOC# 9011 /1

 * INVOICE *

TAX : 002 FLORIDA TAX - ST. JOH

DESCRIPTION	SUGG	UNITS	PRICE/PER	EXTENSION
EASY LIQUID SANDER QT	9.99	1	9.99 /EA	9.99 N
KEY SCHLAGE SC1 250PK	4.99	1	4.99 /EA	4.99 N
KNIFE UTIL RETRACT QUICK	15.99	1	15.99 /EA	15.99 N
UTILITY KNF BLD MLWKE 50PK	14.99	1	14.99 /EA	14.99 N
SPRYPNT ACE GLS BLACK	5.99	1	5.99 /EA	5.99 N

RECEIVED
 JAN 28 2026
 BY: _____

1-28-26
 Jim Masters
 [Signature]

** AMOUNT CHARGED TO STORE ACCOUNT ** 46.75 TAXABLE 0.00
 NON-TAXABLE 51.95
 (JIM MASTERS) SUBTOTAL 51.95
 TD DISCOUNT -5.20
 TAX AMOUNT 0.00
 TOTAL AMOUNT 46.75

X

Received By

CRONIN ACE SAINT JOHNS
843 COUNTY ROAD 210 WEST
SUITE 101
SAINT JOHNS, FL 32259
PHONE: (904) 217-3324

THANK YOU FOR SHOPPING AT
 CRONIN ACE SAINT JOHNS
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 (904) 217-3324

01/21/26 10:36AM HVC 553 SALE

6215107 1 EA 14.99 EA SN
 FLEXSEAL 14OZ SPRAY BLK 14.99
 Regular Price: 16.99
 You Saved : 2.00
 56 3 EA .33 EA N
 MISC. FASTENERS 2.64
 56 3 EA .50 EA N
 MISC. FASTENERS 4.00
 56 3 EA .69 EA N
 MISC. FASTENERS 5.52
 56 3 EA .45 EA N
 MISC. FASTENERS 3.60
 SUB-TOTAL: \$ 30.75 TAX: \$.00
 DISCOUNT: -1.53 TOTAL: \$ 29.17
 CHARGE AMT: 29.17

Total Items:33



==> JRNL# B35943 INV# 9015/1
 CUST NO: 10065
 ACE REWARDS ID # 13825402843

Customer Copy

YOU SAVED \$ 3.53 BY SHOPPING AT
 CRONIN ACE SAINT JOHNS

ACE STORE NUMBER
 16059

 Tell us about your experience
 today and Enter to win a \$500
 gift card!

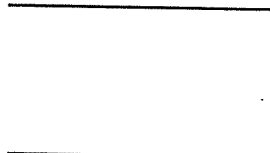
 To participate
 * Visit: TalkTo.AceHardware.com
 or text HELPFUL to 223439

* This survey invitation is
 valid for 72 hours

* Store # 16059
 * Survey approximately 5 mins

No purchase necessary.
 Must be 18 or older to
 enter sweepstakes. Void
 where prohibited. See rules
 at: TalkTo.AceHardware.com

Reference	Terms	Clerk	Date	Time
	NET EOM	HVC	1/21/26	10:37



DOC# 9015 /1

 * INVOICE *

TAX : 002 FLORIDA TAX - ST. JOH

DESCRIPTION	SUGG	UNITS	PRICE/PER	EXTENSION
EXSEAL 14OZ SPRAY BLK	16.99	1	14.99 /EA	14.99 SN
SC. FASTENERS	.33	8	.33 /EA	2.64 N
SC. FASTENERS	.50	8	.50 /EA	4.00 N
SC. FASTENERS	.69	8	.69 /EA	5.52 N
SC. FASTENERS	.45	8	.45 /EA	3.60 N

RECEIVED
 JAN 23 2026
 BY: _____

1-23-26
 J. Masters
[Signature]

** AMOUNT CHARGED TO STORE ACCOUNT **	29.17	TAXABLE	0.00
		NON-TAXABLE	30.75
		SUBTOTAL	30.75
		TD DISCOUNT	-1.58
		TAX AMOUNT	0.00
		TOTAL AMOUNT	29.17

(JOHN)

X

Received By _____

CRONIN ACE SAINT JOHNS
2843 COUNTY ROAD 210 WEST
SUITE 101
SAINT JOHNS, FL 32259
PHONE: (904) 217-3324

THANK YOU FOR SHOPPING AT
 CRONIN ACE SAINT JOHNS
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 (904) 217-3324

01/21/26 11:36AM HVC 553 SALE
 56 4 EA .45 EA N
 MISC. FASTENERS 1.80
 56 4 EA .35 EA N
 MISC. FASTENERS 1.40
 56 4 EA .50 EA N
 MISC. FASTENERS 2.00
 SUB-TOTAL:\$ 5.20 TAX: \$.00
 DISCOUNT: -.52 TOTAL: \$ 4.68
 CHARGE ANT: 4.68

Total Items:12



==>> JRNL.# B35970 INV# 9016/1
 CUST NO: 10065
 ACE REWARDS ID # 19825402843

Customer Copy

YOU SAVED \$.52 BY SHOPPING AT
 CRONIN ACE SAINT JOHNS

ACE STORE NUMBER
 16059

 Tell us about your experience
 today and enter to win a \$500
 gift card!

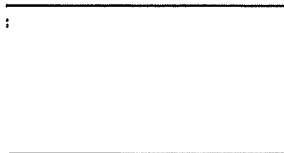
 To participate
 * Visit: TalkTo.AceHardware.com
 or text HELPFUL to 223439

* This survey invitation is
 valid for 72 hours

* Store # 16059
 * Survey approximately 5 mins

No purchase necessary.
 Must be 18 or older to
 enter sweepstakes. Void
 where prohibited. See rules
 at: TalkTo.AceHardware.com

Reference	Terms	Clerk	Date	Time
	NET EOM	HVC	1/21/26	11:36



DOC# 9016 /1

 TERM#553
 * INVOICE *

TAX : 002 FLORIDA TAX - ST. JOH

DESCRIPTION	SUGG	UNITS	PRICE/PER	EXTENSION
ISC. FASTENERS	.45	4	.45 /EA	1.80 N
ISC. FASTENERS	.35	4	.35 /EA	1.40 N
ISC. FASTENERS	.50	4	.50 /EA	2.00 N

RECEIVED
 JAN 23 2026
 BY: _____

1-23-26
 Jim Mattes

** AMOUNT CHARGED TO STORE ACCOUNT **	4.68	TAXABLE	0.00
		NON-TAXABLE	5.20
		SUBTOTAL	5.20
		TD DISCOUNT	-0.52
		TAX AMOUNT	0.00
		TOTAL AMOUNT	4.68

(john)

X

New Car Not Sent in!

CRONIN ACE SAINT JOHNS
2843 COUNTY ROAD 210 WEST
SUITE 101
SAINT JOHNS, FL 32259
PHONE: (904) 217-3324

INV # 009091/1
 DATE : 2/11/26
 CLERK: ANR
 TERM # 555
 TIME : 10:08

 * INVOICE *

CUST # 10065
 TERMS: NET EOM

EK
 Y

92-3649

02/11/26 10:08AM ANR 555 SALE
 13124 6 EA 1.99 EA N 11.94
 ELBOW 90DEG 1" SXS SCH40

SUB-TOTAL: \$ 11.94 TAX: \$.00
 DISCOUNT: -1.19 TOTAL: \$ 10.75
 CHARGE AMT: 10.75

Total Items: 6



=> JRN# 889817 INV# 9091/1
 CUST NO: 10065
 ACE REWARDS ID # 19825402843

Customer Copy

YOU SAVED \$ 1.19 BY SHOPPING AT
 CROWNIN ACE SAINT JOHNS

ACE STORE NUMBER
 16059

 Tell us about your experience
 today and Enter to win a \$500
 gift card!

To participate
 Visit: TalkTo-Acehardware.com
 text HELPFUL to 223439

This survey invitation is
 valid for 72 hours

Store # 16059
 Survey approximately 5 mins

No purchase necessary.
 Must be 18 or older to
 enter sweepstakes. Void

DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
ELBOW 90DEG 1" SXS SCH40	1.99	1.99 /EA	11.94 N
<p>RECEIVED MAR 04 2026</p> <p>BY: <i>[Signature]</i></p> <p>3-4-26 Jim Masters</p>			
** AMOUNT CHARGED TO ACCOUNT **			
	10.75	TAXABLE	0.00
		NON-TAXABLE	11.94
		SUB-TOTAL	11.94
		DISCOUNT	1.19
		TAX AMOUNT	0.00
		TOTAL INVOICE	10.75

84

(JIM MASTERS)

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-86230
Invoice Date: 2/4/2026
Due Date: 2/19/2026
Payment Terms: Net 15
PO#:
W-9 Form [\[Download\]](#)
Certificates of Insurance [\[Download\]](#)

Bill To: FL - Brandy Creek CDD
Saint Augustine, Florida, 32092

Ship To: FL - Brandy Creek CDD
224 Johns Creek Parkway
St. Augustine, Florida 32092

Billing Company Name: FL - Brandy Creek CDD
Billing Contact Name: Jim Masters
Billing Email Address: jmasters@vestapropertyservices.com

Payment Terms: Net 15
Contracted Billing Structure: Annual

Notes: Renewal - FL - Brandy Creek CDD - 2026: Year 1 of 12 Month Term, 2026 - 2027

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety LPR, fka Falcon	4	\$2,500.00	\$0.00	\$10,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

RECEIVED
FEB 04 2026
BY: _____

Subtotal: \$10,000.00
Sales Tax: \$0.00
Credit: \$0.00
Payments: \$0.00
Balance Due: \$10,000.00

2-4-26
Jim Masters
Masters

If you have questions about your invoice, are providing an exemption certificate or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-86230
Invoice Date: 2/4/2026
Due Date: 2/19/2026
Payment Terms: Net 15
PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-86230
Mail to: PO Box 121923
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc.
Account Number: 3302113966
Account Type: Checking
Routing / SWIFT Code: 121140399 / SVBKUS6S

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

2-4-26
Jim Masters
J. Masters

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via
USPS: Flock Group Inc
PO Box 121923
Dallas, TX 75312-1923

Or

If sending via
UPS, FedEx or
USPS: Flock Group Inc
891923
885 East Collins Boulevard,
Suite 110
Richardson, TX 75081

Account: FL - Brandy Creek CDD

Invoice # INV-86230

Amount Due: **\$10,000.00**

Amount Enclosed: \$ _____

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Check Remit To:

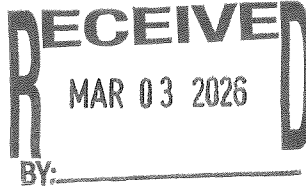
Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Federal ID 47-0597598

February 28, 2026



Reference: Invoice No. 3704094

Client Matter No. 3323-1

Notification Email: eftgroup@kutakrock.com

Mr. Jim Oliver

Brandy Creek CDD

GMS - North Florida

Suite 114

475 W. Town Place

St. Augustine, FL 32092

Invoice No. 3704094

3323-1

Re: General

For Professional Legal Services Rendered

01/03/26	G. Lovett	0.30	84.00	Monitor legislative process relating to matters impacting special districts
01/05/26	M. Eckert	0.10	40.00	Prepare for board meeting
01/08/26	M. Eckert	0.10	40.00	Review meeting documents
01/12/26	K. Haber	0.30	85.50	Prepare January board meeting agenda memorandum
01/13/26	M. Eckert	0.60	240.00	Prepare for board meeting
01/14/26	W. Haber	2.80	1,036.00	Prepare for and participate in board meeting
01/19/26	M. Eckert	0.30	120.00	Follow up from board meeting
01/19/26	W. Haber	0.20	74.00	Prepare meeting follow up memorandum
01/20/26	K. Haber	2.70	769.50	Prepare addendum to stormwater inspection proposal; prepare letter terminating district engineer agreement; prepare interim engineering agreement and district engineer agreement

KUTAK ROCK LLP

Brandy Creek CDD
February 28, 2026
Client Matter No. 3323-1
Invoice No. 3704094
Page 2

01/21/26	K. Haber	1.30	370.50	Prepare addendum to stormwater inspection agreement; prepare notice of termination of engineering services agreement; correspond with Oliver and Sweeting regarding same
01/22/26	M. Eckert	0.20	80.00	Review letter to community regarding e-bikes and provide comments
01/23/26	K. Haber	0.60	171.00	Prepare revised notice of termination of engineering services agreement; correspond with Oliver and Sweeting regarding same
01/24/26	M. Eckert	0.50	200.00	Review draft minutes and provide comments; follow up from board meeting

TOTAL HOURS 10.00

TOTAL FOR SERVICES RENDERED \$3,310.50

DISBURSEMENTS

Meals 12.59
Travel Expenses 57.08

TOTAL DISBURSEMENTS 69.67

TOTAL CURRENT AMOUNT DUE \$3,380.17

UNPAID INVOICES:

December 15, 2025 Invoice No. 3672641 3,047.50

TOTAL DUE \$6,427.67



1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

Date
Invoice#

3/1/2026
131295634241

Terms	Net 20
Due Date	3/21/2026
PO #	

Bill To:
Attn: AP Department Attn: AP Department 224 John's Creek Parkway St. Augustine FL 32092

Ship To:
Brandy Creek CDD 224 John's Creek Parkway St. Augustine FL 32092

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	Description	Qty	Units	Amount
WM-CHEM-FLAT	Water Management Flat Billing Rate	1	ea	\$1,611.49

Subtotal \$1,611.49

Tax \$0.00

Total \$1,611.49

Amount Paid/Credit Applied \$0.00

Balance Due \$1,611.49

[Click Here to Pay Now](#)



RECEIVED
FEB 20 2026
BY: _____

2-20-26

Jim Masters
[Signature]



131295634241



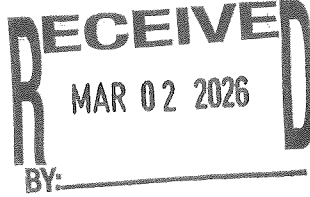
Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 431229
Date 02/28/2026
Terms Net 30
Due Date 03/30/2026
Memo

Bill To

Brandy Creek C.D.D.
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine FL 32092



Description	Quantity	Rate	Amount
Daddy daughter dance	3.95	29.00	114.55

Thank you for your business.

Total 114.55



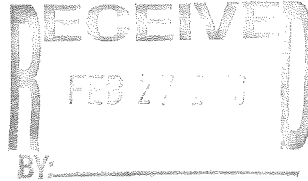
Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 431029
Date 03/01/2026
Terms Net 30
Due Date 03/31/2026
Memo Monthly Fees

Bill To

Brandy Creek C.D.D.
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine FL 32092



Description	Quantity	Rate	Amount
Field Management Services	1	6,582.08	6,582.08
Office Administrator & Events Coordinator	1	3,441.58	3,441.58
Janitorial Services	1	2,580.75	2,580.75
Pool Maintenance	1	3,190.92	3,190.92
Pet Waste Disposal Services	1	688.25	688.25

We appreciate your prompt payment.

Total 16,483.58



INVOICE

INVOICE #	INVOICE DATE
1113384	2/23/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Brandy Creek CDD
c/o Vesta Property Services
224 Johns Creek Pkwy
St Augustine, FL 32092

Property Name: Brandy Creek CDD

Address: 224 Johns Creek Pkwy
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: March 25, 2026

Invoice Amount: \$281.00

Description	Current Amount
Phase 1 Poolside Jasmine Landscape Enhancement CORE	\$281.00

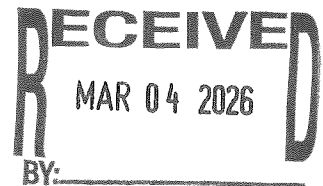
Invoice Total

\$281.00

IN COMMERCIAL BANK

3-2-26

Jim Masters
J. Neal



Should you have any questions or inquiries please call (386) 437-6211.



INVOICE

INVOICE #	INVOICE DATE
1113385	2/23/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Brandy Creek CDD
c/o Vesta Property Services
224 Johns Creek Pkwy
St Augustine, FL 32092

Property Name: Brandy Creek CDD

Address: 224 Johns Creek Pkwy
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: March 25, 2026

Invoice Amount: \$450.00

Description	Current Amount
Phase 2 Amenity Center Mondo Grass Landscape Enhancement CORE	\$450.00

Invoice Total

\$450.00

IN COMMERCIAL A

3-2-26
Jim Master
J. Master

RECEIVED
MAR 04 2026
BY: _____

Should you have any questions or inquiries please call (386) 437-6211.



INVOICE

INVOICE #	INVOICE DATE
1113386	2/23/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Brandy Creek CDD
c/o Vesta Property Services
224 Johns Creek Pkwy
St Augustine, FL 32092

Property Name: Brandy Creek CDD

Address: 224 Johns Creek Pkwy
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: March 25, 2026

Invoice Amount: \$466.00

Description	Current Amount
Phase 2 Poolside Planter Bed Holly Installation Landscape Enhancement CORE	\$466.00

Invoice Total

\$466.00

IN COMMERCIAL JAN 2026

3-2-26
Jim Masters
J. Masters

RECEIVED
MAR 04 2026
BY: _____

Should you have any questions or inquiries please call (386) 437-6211.



INVOICE

INVOICE #	INVOICE DATE
1113387	2/23/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Brandy Creek CDD
c/o Vesta Property Services
224 Johns Creek Pkwy
St Augustine, FL 32092

Property Name: Brandy Creek CDD

Address: 224 Johns Creek Pkwy
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: March 25, 2026

Invoice Amount: \$508.00

Description	Current Amount
Roadside Bed Muhly Grass Installation Landscape Enhancement CORE	\$508.00

Invoice Total

\$508.00

IN COMPLETION

3-2-26

Jim Masters
J. Masters

RECEIVED
MAR 04 2026
BY: _____

Should you have any questions or inquiries please call (386) 437-6211.



INVOICE

INVOICE #	INVOICE DATE
1116879	2/27/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Brandy Creek CDD
c/o Vesta Property Services
224 Johns Creek Pkwy
St Augustine, FL 32092

Property Name: Brandy Creek CDD

Address: 224 Johns Creek Pkwy
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: March 29, 2026

Invoice Amount: \$780.15

Description	Current Amount
-------------	----------------

January irrigation repairs-2026

Irrigation Repairs

\$780.15

3-2-26

Invoice Total

\$780.15

Jim Masters
Handwritten signature

IN COMMERCIAL USE

RECEIVED
MAR 04 2026

BY: _____

Should you have any questions or inquiries please call (386) 437-6211.



INVOICE

INVOICE #	INVOICE DATE
1116880	2/27/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Brandy Creek CDD
c/o Vesta Property Services
224 Johns Creek Pkwy
St Augustine, FL 32092

Property Name: Brandy Creek CDD

Address: 224 Johns Creek Pkwy
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: March 29, 2026

Invoice Amount: \$632.00

Description	Current Amount
Johns Creek Pkwy Cordgrass Installation Landscape Enhancement CORE	\$632.00

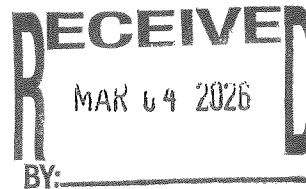
Invoice Total

\$632.00

3-2-26

Jim Masters

IN COMMERCIAL USE



Should you have any questions or inquiries please call (386) 437-6211.



INVOICE

INVOICE #	INVOICE DATE
1116881	2/27/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Brandy Creek CDD
c/o Vesta Property Services
224 Johns Creek Pkwy
St Augustine, FL 32092

Property Name: Brandy Creek CDD
Address: 224 Johns Creek Pkwy
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: March 29, 2026

Invoice Amount: \$426.00

Description	Current Amount
-------------	----------------

Replace Missing Juniper @ Phase 2 Pool 1entrance Landscape Enhancement CORE	\$426.00
--	----------

Invoice Total **\$426.00**

3-2-26

Jim Masters

[Handwritten Signature]

IN COMMERCIAL USE

RECEIVED
MAR 04 2026
BY: _____

Should you have any questions or inquiries please call (386) 437-6211.



INVOICE

INVOICE #	INVOICE DATE
1123068	3/1/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Brandy Creek CDD
c/o Vesta Property Services
224 Johns Creek Pkwy
St Augustine, FL 32092

Property Name: Brandy Creek CDD

Address: 224 Johns Creek Pkwy
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: March 31, 2026

Invoice Amount: \$11,859.11

Description	Current Amount
Monthly Landscape Maintenance March 2026	\$11,859.11

Invoice Total

\$11,859.11

3-4-26

Tim Masters

IN COMPANY

[Handwritten signature]

RECEIVED
MAR 04 2026
BY: _____

Should you have any questions or inquiries please call (386) 437-6211.



Civil Engineering
 Land Surveying & Mapping
 Permitting
 ADA Consulting

Invoice

RECEIVED
 MAR 03 2026
 BY: _____

Date	Invoice #
2/27/26	4011

Bill To:	
Brandy Creek CDD Jim Masters	
P.O. Number	Work Order No.

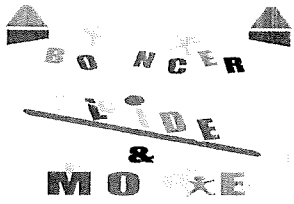
Remit To:
<i>Yuro & Associates, LLC</i> 145 Hilden Road, Unit 108 Ponte Vedra, FL 32081

Yuro & Assoc. - Job No.
Y26-1567

Comments	Contract Amount	Quantity	Previous Billed	Effort to Date	Amount Due
BRANDY CREEK CDD - STORMWATER INSPECTION Stormwater Management Inspection of 11 ponds within the Brandy Creek CDD	2,950.00			100.00%	2,950.00

All work is complete!

Total	\$2,950.00
--------------	-------------------



Bouncers, Slides, and More Inc.
 1915 Bluebonnet Way
 Fleming Island, FL
 32003

Invoice
 Date: March 20th, 2026
 Invoice Number: 03202026.22

Name / Address

Attn: Georgia Hamilton
 John's Creek
 Brandy Creek CDD
 224 Johns Creek Pkwy
 St. Augustine, FL 32092

Additional Details:

	<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Discount</u>	<u>SubTotal</u>	<u>Extended</u>
1	55'Double Lane Obstacle Course	2	\$350.00		\$300.00	\$600.00
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

Comments:

Subtotal	\$600.00
Sales Tax (0.0%)	N/A
Total	\$600.00

3-5-26

Jim Masters

RECEIVED
 MAR 11 2026
 BY: _____

INVOICE

C Buss Enterprises Inc
152 Lipizzan Trl
Saint Augustine, FL 32095-8512

clayton@cbussenterprises.com
+1 (904) 710-8161
www.cbussenterprises.com



Bill to
Brandy Creek CDD
224 Johns Creek Pkwy
Saint Augustine, FL 32095

Invoice details

PO: FRONT POOL

Invoice no.: 5650
Terms: Net 30
Invoice date: 03/05/2026
Due date: 04/04/2026

#	Product or service	Description	Qty	Rate	Amount
1.	ACID WASH	PERFORM UNDERWATER ACID WASH TO REMOVE STAINING AROUND RETURNS, PER RETURN	27	\$45.00	\$1,215.00

THERE IS NO WARRANTY/GUARANTEES FOR THIS SERVICE

Total

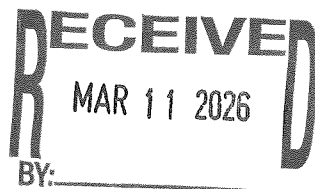
\$1,215.00

Ways to pay

BANK

THANK YOU FOR YOUR BUSINESS! PLEASE MAKE CHECKS PAYABLE TO C BUSS ENTERPRISES AND MAIL TO 152 LIPIZZAN TRAIL, ST. AUGUSTINE, FL 32095

View and pay



3-5-26

Jim Masters
[Signature]

CRONIN ACE SAINT JOHNS
1843 COUNTY ROAD 210 WEST
SUITE 101
SAINT JOHNS, FL 32259
PHONE: (904) 217-3324

THANK YOU FOR SHOPPING AT
 CRONIN ACE SAINT JOHNS
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 (904) 217-3324

03/06/26 12:47PM ANR 553 SALE
 1269844 1 EA 21.99 EA SN
 THOMPSON WTRSL VOC 1.2G 21.99
 Return Value : 16.99
 Instant Savings
 IS488304 -1 EA 5.00 EA SNR
 \$5 INSTANT SAVINGS-1269844 -5.00
 SUB-TOTAL:\$ 16.99 TAX: \$.00
 TOTAL: \$ 16.99
 CHARGE AMT: 16.99

Total Items:1



==>> JRNL# B94453 INV# 9174/1
 CUST NO: 10065
 ACE REWARDS ID # 19825402843

Customer Copy

YOU SAVED \$ 7.20 BY SHOPPING AT
 CRONIN ACE SAINT JOHNS

YOU SAVED \$ 5.00 AS A MEMBER OF
 ACE REWARDS.

ACE STORE NUMBER
 16059

 Tell us about your experience
 today and enter to win a \$500
 gift card!

 To participate

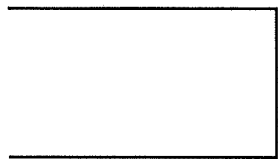
* Visit: TalkToAceHardware.com
 or text HELPFUL to 223439

* This survey invitation is
 valid for 72 hours

* Store # 16059
 * Survey approximately 5 mins

No purchase necessary.
 Must be 18 or older to
 enter sweepstakes. Void
 where prohibited. See rules
 at: TalkToAceHardware.com

Reference	Terms	Clerk	Date	Time
	NET EOM	ANR	3/ 6/26	12:48



DOC# 9174 /1

 * INVOICE *

TERM#553

TAX : 002 FLORIDA TAX - ST. JOH

DESCRIPTION	SUGG	UNITS	PRICE/PER	EXTENSION
THOMPSON WTRSL VOC 1.2G	21.99	1	21.99 /EA	21.99 SN
Return Value \$ 16.990				
Instant Savings				
INSTANT SAVINGS-1269844	5.00	1	5.00 /EA	-5.00RSN
CREDIT RETURN				

3-5-26

RECEIVED
 MAR 11 2026
 BY: _____

Jim Masters
[Signature]

** AMOUNT CHARGED TO STORE ACCOUNT **	16.99	TAXABLE	0.00
		NON-TAXABLE	16.99
(JIM MASTERS)		SUBTOTAL	16.99
		TAX AMOUNT	0.00
		TOTAL AMOUNT	16.99

X
 Received By

THANK YOU FOR SHOPPING AT
 CRONIN ACE SAINT JOHNS
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 (904) 217-3324

03/09/26 3:47PM HVC 555 SALE
 PG20 2 EA 19.99 EA N 39.98
 20 LB LP Tank Re-fill
 52548 1 EA 26.99 EA N 26.99
 PADLOCK COMB 2-1/4"RESET
 SUB-TOTAL:\$ 66.97 TAX: \$.00
 DISCOUNT: -6.70 TOTAL: \$ 60.27
 CHARGE AMT: 60.27

Total Items:3



==> JRNL# 895309 INV# 9187/1
 CUST NO: 10065
 ACE REWARDS ID # 19825402843

Customer Copy

YOU SAVED \$ 6.70 BY SHOPPING AT
 CRONIN ACE SAINT JOHNS

ACE STORE NUMBER
 16059

 Tell us about your experience
 today and Enter to win a \$500
 gift card!

To participate
 * Visit: Talkto.AceHardware.com
 or text HELPFUL to 223439

* This survey invitation is
 valid for 72 hours

* Store # 16059
 * Survey approximately 5 mins

No purchase necessary.
 Must be 18 or older to

CRONIN ACE SAINT JOHNS
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 PHONE: (904) 217-3324

CUST # 10065
 TERMS: NET EOM

INV # 009187/1
 DATE : 3/09/26
 CLERK: HVC
 TERM # 555

TIME : 3:47

 * INVOICE *

EK
 Y 92-3649

DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
0 LB LP Tank Re-fill	19.99	19.99 /EA	39.98 N
ADLOCK COMB 2-1/4"RESET	26.99	26.99 /EA	26.99 N
<p>RECEIVED MAR 11 2026 BY: _____ 3-11-26 Jim Masters J. Masters</p>		AMOUNT CHARGED TO ACCOUNT **	60.27
		TAXABLE	0.00
		NON-TAXABLE	66.97
		SUB-TOTAL	66.97
		DISCOUNT	6.70
		TAX AMOUNT	0.00
		TOTAL INVOICE	60.27

(JIM MASTERS)

CRONIN ACE SAINT JOHNS
2843 COUNTY ROAD 210 WEST
SUITE 101
SAINT JOHNS, FL 32259
PHONE: (904) 217-3324

THANK YOU FOR SHOPPING AT
 CRONIN ACE SAINT JOHNS
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 (904) 217-3324

INV # 009190/1
 DATE : 3/10/26
 CLERK: ANR
 TERM # 555
 TIME : 11:33

 * INVOICE *

CUST # 10065
 TERMS: NET EOM

03/10/26 11:32AM ANR 555 SALE

 56 2 EA 1.29 EA N 2.58
 MISC. FASTENERS
 SUB-TOTAL: \$ 2.58 TAX: \$.00
 DISCOUNT: -.26 TOTAL: \$ 2.32
 CHARGE AMT: 2.32

Total Items: 2



==> JRN# 895454 INV# 9190/1
 CUST NO: 10065
 ACE REWARDS ID # 19825402843

Customer Copy

YOU SAVED \$.26 BY SHOPPING AT
 CRONIN ACE SAINT JOHNS

ACE STORE NUMBER
 16059

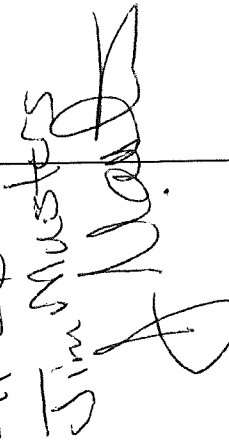
 Tell us about your experience
 today and Enter to win a \$500
 gift card!

 To participate
 * Visit: TalkTo.AceHardware.com
 or text HELPFUL to 223439

* This survey invitation is
 valid for 72 hours

* Store # 16059
 * Survey approximately 5 mins

2-3649

DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
ISC. FASTENERS	1.29	1.29 /EA	2.58 N
<p>3-11-26 Jim Masters </p>			
AMOUNT CHARGED TO ACCOUNT **	2.32		
TAXABLE			0.00
NON-TAXABLE			2.58
SUB-TOTAL			2.58
DISCOUNT			0.26
TAX AMOUNT			0.00
TOTAL INVOICE			2.32

RECEIVED
 MAR 11 2026
 BY: _____

(JIM MASTERS)

THANK YOU FOR SHOPPING AT
 CRONIN ACE SAINT JOHNS
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 (904) 217-3324

CRONIN ACE SAINT JOHNS
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 PHONE: (904) 217-3324

13/10/26 11:34AM ANR 555 SALE

395748 1 EA 7.99 EA SN 7.99
 PRYPNT 2X SAT ESPRESSO 7.99
 Return Value : 6.49
 395748 1 EA 7.99 EA SN 7.99
 PRYPNT 2X SAT ESPRESSO 7.99
 Return Value : 6.49
 Buy2Sprypnt, Save\$3
 R106396 -1 EA 3.00 EA SNR -3.00
 3 INSTANT SAVINGS-1395748

UB-TOTAL:\$ 12.98 TAX: \$.00
 TOTAL: \$ 12.98
 CHARGE AMT: 12.98

total Items:2



=> JRNL# B95455 INV# 9191/1
 CUST NO: 10065
 ACE REWARDS ID # 19825402843

Customer Copy

YOU SAVED \$ 4.60 BY SHOPPING AT
 CRONIN ACE SAINT JOHNS

YOU SAVED \$ 3.00 AS A MEMBER OF
 ACE REWARDS.

ACE STORE NUMBER
 16059

 Tell us about your experience
 today and Enter to win a \$500
 gift card!

 To participate
 Visit: TalkTo.AceHardware.com
 or text HELPFUL to 223439

INV # 009191/1
 DATE : 3/10/26
 CLERK: ANR
 TERM # 555
 TIME : 11:34

 * INVOICE *

CUST # 10065
 TERMS: NET EOM

92-3649

DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
PRYPNT 2X SAT ESPRESSO	7.99	7.99 /EA	7.99SN
PRYPNT 2X SAT ESPRESSO	7.99	7.99 /EA	7.99SN
Buy2Sprypnt, Save\$3			
3 INSTANT SAVINGS-1395748	3.00	3.00 /EA	-3.00SNR
CREDIT RETURN			
* AMOUNT CHARGED TO ACCOUNT **			12.98
TAXABLE			0.00
NON-TAXABLE			12.98
SUB-TOTAL			12.98
TAX AMOUNT			0.00
TOTAL INVOICE			12.98

3-11-26
 Jim Masters
 J. Masters



Governmental Management Services, LLC

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

Invoice

Invoice #: 335

Invoice Date: 3/1/26

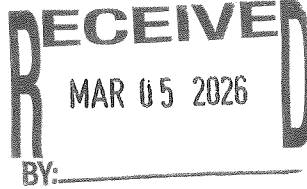
Due Date: 3/1/26

Case:

P.O. Number:

Bill To:

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



Description	Hours/Qty	Rate	Amount
Management Fees - March 2026		5,223.33	5,223.33
Information Technology - March 2026		150.75	150.75
Community Website Services - March 2026		62.50	62.50
Office Supplies		0.39	0.39
Postage		72.15	72.15
Copies		6.30	6.30
Telephone		2.53	2.53
Total			\$5,517.95
Payments/Credits			\$0.00
Balance Due			\$5,517.95

Bob's Backflow & Plumbing Services

4640 Subchaser Ct., Ste 113
 Jacksonville, FL 32244

Phone # (904) 268-8009 Fax # (904) 292-4403

INVOICE

32813

Invoice Date

3/13/2026

Bill To
Brandy Creek CDD 224 Johns Creeks Pkwy Saint Augustine, FL 32092

Job Location
Brandy Creek CDD MULTIPLE ADDRESSES Saint Augustine, FL 32092



P.O. Number	Terms	Due Date
	Net 30	4/12/2026

Serviced	Description	Quantity	Price Each	Amount
3/9/2026	Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider	10	45.00	450.00
	251 Huffner Hill Cir 2" Wilkins 975XL2 Serial # ACJ8197 - FAILED 1" Wilkins 975XL Serial # 3604401 - FAILED			
	16 Avery Garden Ln 2" Wilkins 975XL2 Serial # ACJ8207 - PASSED			
	104 Field Crest Dr S 1" Wilkins 975XL2 serial # ABA74924 - PASSED			
	371 Johns Creek Pkwy 1-1/2" Wilkins 975XL2 Serial # 4827738 - FAILED			
	1707 Antler Hill Ct 1" Wilkins 975XL2 Serial # ABS3014 - PASSED			
	907 Hawk Run Ct 1" Wilkins 350 Serial # A330617 - FAILED			
	224 Johns Creek Pkwy 2" Wilkins 975XL2 Serial # 4579956 - PASSED			
	306 Johns Creek Pkwy 1" Wilkins 950XLT Serial # 2579088 - FAILED			
	277 Johns Creek Pkwy 1-1/2" Wilkins 975XL2 Serial # 4648055 - PASSED			

(Next Page)

Thank you for your business. We appreciate your prompt payment.
 Please make checks payable to Bob's Backflow and include your invoice number.

Total
Payments/Credits
Balance Due

Bob's Backflow & Plumbing Services

4640 Subchaser Ct., Ste 113
 Jacksonville, FL 32244

Phone # (904) 268-8009

Fax # (904) 292-4403

INVOICE

32813

Invoice Date

3/13/2026

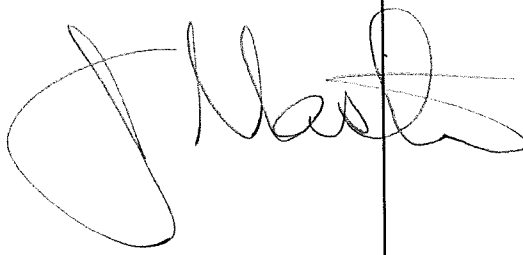
Bill To
Brandy Creek CDD 224 Johns Creeks Pkwy Saint Augustine, FL 32092

Job Location
Brandy Creek CDD MULTIPLE ADDRESSES Saint Augustine, FL 32092



P.O. Number	Terms	Due Date
	Net 30	4/12/2026

Serviced	Description	Quantity	Price Each	Amount
	Proposal will follow for repairs needed to be in compliance with water utility provider.	1	0.00	0.00

RECEIVED
 MAR 13 2026
 BY: _____
 3-13-26
 Jim Masters


Thank you for your business. We appreciate your prompt payment.
 Please make checks payable to Bob's Backflow and include your invoice number.

Total	\$450.00
Payments/Credits	\$0.00
Balance Due	\$450.00

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Check Remit To:

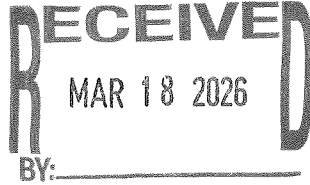
Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Federal ID 47-0597598

December 15, 2025



Reference: Invoice No. 3672641

Client Matter No. 3323-1

Notification Email: eftgroup@kutakrock.com

Mr. Jim Oliver
Brandy Creek CDD
GMS - North Florida
Suite 114
475 W. Town Place
St. Augustine, FL 32092

Invoice No. 3672641

3323-1

Re: General

For Professional Legal Services Rendered

11/02/25	P. O'Bryant	0.20	58.00	Conduct research and prepare memorandum regarding current law on the open carry of firearms on district property or at meetings
11/05/25	M. Eckert	0.10	38.50	Review Flock agreement
11/07/25	M. Eckert	0.20	77.00	Review staff reports; prepare for board meeting
11/10/25	M. Eckert	0.10	38.50	Confer with Masters regarding board meeting
11/10/25	K. Haber	1.10	297.00	Prepare November board meeting agenda memorandum with suspension hearing outline
11/11/25	M. Eckert	0.20	77.00	Prepare for board meeting
11/12/25	M. Eckert	4.10	1,578.50	Prepare for, travel to and attend board meeting; return travel; meeting follow up
11/13/25	M. Eckert	0.40	154.00	Follow up from board meeting; research property ownership records per Masters' request
11/13/25	K. Haber	1.70	459.00	Research conveyance documents for district parks and ponds; correspond

KUTAK ROCK LLP

Brandy Creek CDD
December 15, 2025
Client Matter No. 3323-1
Invoice No. 3672641
Page 2

11/14/25	K. Haber	0.30	81.00	with Masters regarding same Correspond with Masters regarding conveyance documents
11/17/25	K. Haber	0.70	189.00	Revise ethics training memorandum; correspond with board members regarding same
TOTAL HOURS		9.10		
TOTAL FOR SERVICES RENDERED				\$3,047.50
TOTAL CURRENT AMOUNT DUE				<u>\$3,047.50</u>

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Check Remit To:

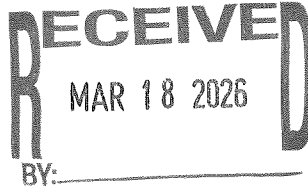
Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Federal ID 47-0597598

March 16, 2026



Reference: Invoice No. 3715857

Client Matter No. 3323-1

Notification Email: eftgroup@kutakrock.com

Mr. Jim Oliver
Brandy Creek CDD
GMS - North Florida
Suite 114
475 W. Town Place
St. Augustine, FL 32092

Invoice No. 3715857
3323-1

Re: General

For Professional Legal Services Rendered

02/05/26	K. Haber	2.30	655.50	Research amenity facility pool slides and state permits for operations; confer with Florida Department of Agriculture and Consumer Services regarding same; correspond with Oliver regarding same
02/06/26	M. Eckert	0.20	80.00	Research water slide inspection requirements
02/06/26	K. Haber	0.50	142.50	Correspond with Florida Department of Agriculture and Consumer Services regarding whether amenity facility pool slides require state permits for operations
02/07/26	L. Whelan	0.30	120.00	Monitor legislative process relating to matters impacting special districts
02/09/26	M. Eckert	0.10	40.00	Review slide inspection question and research

KUTAK ROCK LLP

Brandy Creek CDD

March 16, 2026

Client Matter No. 3323-1

Invoice No. 3715857

Page 2

02/09/26	K. Haber	0.50	142.50	Correspond with Sternlicht regarding amenity facility pool slides; correspond with Oliver regarding same
----------	----------	------	--------	--

TOTAL HOURS 3.90

TOTAL FOR SERVICES RENDERED \$1,180.50

DISBURSEMENTS

Computer Research 169.93

TOTAL DISBURSEMENTS 169.93

TOTAL CURRENT AMOUNT DUE \$1,350.43

UNPAID INVOICES:

December 15, 2025 Invoice No. 3672641 3,047.50

TOTAL DUE \$4,397.93

Service Slip/Invoice

PESTBEAR JACKSONVILLE
 5274 Ramona Blvd.
 Jacksonville, FL 32205
 813-818-9898

INVOICE: 7681231
 DATE: 03/11/2026
 ORDER: 7681231



Bill To: [275238]
 BRANDY CREEK
 224 JOHNS CREEK PKWY
 ST AUGUSTINE, FL 32092-5054

Work Location: [275238] 904-230-4208
 BRANDY CREEK CDD
 224 JOHNS CREEK PKWY
 ST.AUGUSTINE, FL 32092-5054

Work Date	Time	Target Pest	Technician	Time In
03/11/2026	02:20 PM		JERAMIAH_C	Jeremiah Campbell
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 10	03/11/2026		

Service	Description	Price
PS	Pest Control Service	\$133.49
PROCESSING FEE	PROCESSING FEE	\$3.00
Today I diagnosed your residence and applied corrective insecticide treatment. I also cleaned all of the eaves for spider webs and applied insecticide in landscaping for active Roach control. I treated the cracks and crevices around your doors and windows. I knocked down some flying insect nests. Please have children or pets not touch treated areas until dry. Allow treatment up to 7 to 10 days for maximum pesticide results to be achieved. I also treated perimeter by the base of the house for active roaches. We are pleased to have you as a customer.		SUBTOTAL \$136.49 TAX \$0.00 AMT. PAID \$0.00 TOTAL \$136.49

AMOUNT DUE **\$136.49**

To help cover increasing administrative and operational costs, a \$3 processing fee will now appear on customer invoices. This fee applies to all payment methods and is not a credit card surcharge.

This small fee helps us continue to:
 Provide fast, reliable customer support; invest in technician training and technology; and maintain top-tier service scheduling and communication.

If you have any questions, feel free to contact our office at:
www.pestbear.com or 813-818-9898

RECEIVED
 MAR 13 2026
 BY: _____

3-13-26
 Jim Masters

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.

Thereby acknowledge the satisfactory completion of all services rendered and agree to pay the cost of services as specified above.

PLEASE PAY FROM THIS INVOICE

Service Slip/Invoice

PESTBEAR JACKSONVILLE
5274 Ramona Blvd.
Jacksonville, FL 32205
813-818-9898

INVOICE: 7681287
DATE: 03/11/2026
ORDER: 7681287



Bill To: [275238]
BRANDY CREEK
224 JOHNS CREEK PKWY
ST AUGUSTINE, FL 32092-5054

Work Location: [488124]
BRANDY CREEK CDD
251 HUFFNER HILL CIR
ST AUGUSTINE, FL 32092-2941

Work Date	Time	Target Pest	Technician	Time In
03/11/2026	12:59 PM		JERAMIAH_C	Jeremiah Campbell
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 10	03/11/2026		

Service	Description	Price
PS	Pest Control Service	\$95.88
PROCESSING FEE	PROCESSING FEE	\$3.00
<p>Today I diagnosed your residence and applied corrective insecticide treatment. I also cleaned all of the eaves for spider webs and applied insecticide in landscaping for active Roach control. I treated the cracks and crevices around your doors and windows. I knocked down some flying insect nests. Please have children or pets not touch treated areas until dry. Allow treatment up to 7 to 10 days for maximum pesticide results to be achieved. I also treated perimeter by the base of the house for active roaches. We are pleased to have you as a customer.</p>		<p>SUBTOTAL \$98.88 TAX \$0.00 AMT. PAID \$0.00 TOTAL \$98.88</p>

AMOUNT DUE \$98.88

To help cover increasing administrative and operational costs, a \$3 processing fee will now appear on customer invoices. This fee applies to all payment methods and is not a credit card surcharge.

This small fee helps us continue to:
Provide fast, reliable customer support; invest in technician training and technology; and maintain top-tier service scheduling and communication.

If you have any questions, feel free to contact our office at:
www.pestbear.com or 813-818-9898

RECEIVED
MAR 13 2026
BY: _____

3-13-26
Jim Masters
[Signature]

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 ordered and agree to pay the cost of services as specified on this invoice.

PLEASE PAY FROM THIS INVOICE

PESTBEAR JACKSONVILLE
 5274 Ramona Blvd.
 Jacksonville, FL 32205
 813-818-9898

Service Slip/Invoice

INVOICE: 7681717
DATE: 03/11/2026
ORDER: 7681717



Bill for: [275238]
 BRANDY CREEK
 224 JOHNS CREEK PKWY
 ST AUGUSTINE, FL 32092-5054

Work Location: [275238] 904-230-4208
 BRANDY CREEK CDD
 224 JOHNS CREEK PKWY
 ST.AUGUSTINE, FL 32092-5054

Work Date	Time	Target Pest	Technician	Time In
03/11/2026	02:33 PM		JERAMIAH_C	Jeremiah Campbell
Purchase Order	Terms	Last Service	Map Code	Time Out
	COD	03/11/2026		

Service	Description	Price
MOSQUITO	MOSQUITO CONTROL	\$61.80
PROCESSING FEE	PROCESSING FEE	\$3.00
Treated for mosquitoes		
SUBTOTAL		\$64.80
TAX		\$0.00
AMT. PAID		\$0.00
TOTAL		\$64.80

AMOUNT DUE \$64.80

To help cover increasing administrative and operational costs, a \$3 processing fee will now appear on customer invoices.
 This fee applies to all payment methods and is not a credit card surcharge.

This small fee helps us continue to:
 Provide fast, reliable customer support; invest in technician training and technology; and maintain top-tier service scheduling and communication.

If you have any questions, feel free to contact our office at:
www.pestbear.com or 813-818-9898

RECEIVED
 MAR 13 2026
 BY: _____

3-13-26
 Jim Masters

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 service as specified above.

THANK YOU FOR SHOPPING AT
 CRONIN ACE SAINT JOHNS
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 (904) 217-3324

03/13/26 11:12AM JDB 555 SALE

7009213 2 EA 18.99 EA N 37.98
 DB POLYPRO ROPE 3/8X100'
 SUB-TOTAL: \$ 37.96 TAX: \$.00
 DISCOUNT: -3.80 TOTAL: \$ 34.18
 CHARGE AMT: 34.18

Total Items: 2



====> JRN# 896093 INV# 9196/1
 CUST NO: 10065
 ACE REWARDS ID # 19825402843

Customer Copy

YOU SAVED \$ 3.80 BY SHOPPING AT
 CRONIN ACE SAINT JOHNS

ACE STORE NUMBER
 16059

 Tell us about your experience
 today and Enter to win a \$500
 gift card!

 To participate
 * Visit: TalkTo.AceHardware.com
 or text HELPFUL to 223439

* This survey invitation is
 valid for 72 hours

* Store # 16059
 * Survey approximately 5 mins

No purchase necessary.
 Must be 18 or older to
 enter.

CRONIN ACE SAINT JOHNS
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 PHONE: (904) 217-3324

CUST # 10065
 TERMS: NET EOM

EK
 Y 92-3649

INV # 009196/1
 DATE : 3/13/26
 CLERK: JDB
 TERM # 555

TIME : 11:12

 * INVOICE *

DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
DB POLYPRO ROPE 3/8X100'	18.99	18.99 /EA	37.98 N
RECEIVED MAR 25 2026 BY: <i>Jim Masters</i> 3-25-26			
** AMOUNT CHARGED TO ACCOUNT **			
	34.18	TAXABLE	0.00
		NON-TAXABLE	37.98
		SUB-TOTAL	37.98
		DISCOUNT	3.80
		TAX AMOUNT	0.00
		TOTAL INVOICE	34.18

(JIM MASTERS)

THANK YOU FOR SHOPPING AT
 CRONIN ACE SAINT JOHNS
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 (904) 217-3324

03/18/26 11:53AM JDB 555 SALE
 54950 1 EA 19.99 EA N
 PADLOCK COMBINATION 2"
 56 1 EA 26.99 EA N
 MISC. FASTENERS 26.99
 SUB-TOTAL: \$ 46.96 TAX: \$.00
 DISCOUNT: -4.70 TOTAL: \$ 42.28
 CHARGE AMT: 42.28

Total Items: 2



====> JRNL# 897349 INV# 9215/1
 CUST NO: 10065
 ACE REWARDS ID # 19825402843

Customer Copy

YOU SAVED \$ 4.70 BY SHIPPING AT
 CRONIN ACE SAINT JOHNS

ACE STORE NUMBER
 16059

 Tell us about your experience
 today and Enter to win a \$500
 gift card!

 To participate
 * Visit: TalkTo.Acehardware.com
 or text HELPFUL to 223439

* This survey invitation is
 valid for 72 hours

* Store # 16059
 * Survey approximately 5 mins

No purchase necessary.
 Must be 18 or older to

EK
 Y

92-3649

CUST # 10065
 TERMS: NET EOM

INV # 009215/1
 DATE : 3/18/26
 CLERK: JDB
 TERM # 555

TIME : 11:53

 * INVOICE *

DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
PADLOCK COMBINATION 2"	19.99	19.99 /EA	19.99 N
MISC. FASTENERS	26.99	26.99 /EA	26.99 N
** AMOUNT CHARGED TO ACCOUNT **			
	42.28	TAXABLE	0.00
		NON-TAXABLE	46.98
		SUB-TOTAL	46.98
		DISCOUNT	4.70
		TAX AMOUNT	0.00
		TOTAL INVOICE	42.28

RECEIVED
 MAR 25 2026

3-25-26
 Jim Masters
 J. Masters

BY: _____

(JIM MASTERS)

0.00
 46.98
 46.98
 4.70
 0.00
 42.28

TAXABLE
 NON-TAXABLE
 SUB-TOTAL
 DISCOUNT
 TAX AMOUNT
 TOTAL INVOICE

(JIM MASTERS)

* Store # 16059

* Survey approximately 5 mins

No purchase necessary.
 Must be 18 or older to



INVOICE

Customer	Brandy Creek Community Development District
Acct #	279
Date	03/20/2026
Customer Service	Kristina Rudez
Page	1 of 1

Brandy Creek Community Development District
 c/o Governmental Management Services
 475 West Town Place, Suite 114
 St. Augustine, FL 32092

Payment Information	
Invoice Summary	\$ 1,519.00
Payment Amount	
Payment for:	Invoice#31785
100125541	

Thank You

Please detach and return with payment



Customer: Brandy Creek Community Development District

Invoice	Effective	Transaction	Description	Amount
31785	03/20/2026	Policy change	Policy #100125541 10/01/2025-10/01/2026 Florida Insurance Alliance Package - Site Visit Additions Due Date: 3/20/2026	1,519.00

RECEIVED
 MAR 20 2026
 BY: _____

Please Remit Payment To: Egis Insurance and Risk Advisors P.O. Box 748555	Total \$ 1,519.00
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Thank You

FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349
TO PAY VIA ACH: Accretive Global Insurance Services LLC
Routing ACH: 121000358 Account: 1291776914

Remit Payment To: Egis Insurance Advisors P.O. Box 748555 Atlanta, GA 30374-8555	(321)233-9939 accounting@egisadvisors.com	Date 03/20/2026
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Brandy Creek Community Development District

Policy No.: 100125541
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
1	Amenity Center		2005	10/01/2025	\$1,187,719		\$1,277,986
	224 Johns Creek Parkway St. Augustine FL 32092		Joisted masonry	10/01/2026	\$90,267		
	Complex			Metal panel			
2	Pool		2005	10/01/2025	\$382,446		\$382,446
	224 Johns Creek Parkway St. Augustine FL 32092		On ground liquid storage tank	10/01/2026	\$0		
3	Outside Pool Furniture & Fixtures		2005	10/01/2025	\$25,338		\$25,338
	224 Johns Creek Parkway St. Augustine FL 32092		Non combustible	10/01/2026	\$0		
4	Wading Pool		2005	10/01/2025	\$130,000		\$130,000
	224 Johns Creek Parkway St. Augustine FL 32092		On ground liquid storage tank	10/01/2026	\$0		
5	Playground Equipment w/ Swing Set		2005	10/01/2025	\$62,323		\$62,323
	224 Johns Creek Parkway St. Augustine FL 32092		Non combustible	10/01/2026	\$0		
9	Aluminum Fencing (at building 002) (820 LF)		2005	10/01/2025	\$42,053		\$42,053
	224 Johns Creek Parkway St. Augustine FL 32092		Non combustible	10/01/2026	\$0		
10	Retaining Walls		2005	10/01/2025	\$160,000		\$160,000
	224 Johns Creek Parkway St. Augustine FL 32092		Masonry non combustible	10/01/2026	\$0		



Brandy Creek Community Development District

Policy No.: 100125541
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Const Type	Term Date		Contents Value
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced			Roof Yr Blt
11	Monument Walls (2)		2005	10/01/2025	\$90,000		\$90,000
	Nature Walk Parkway & Old County Road 210 St. Augustine FL 32092		Masonry non combustible	10/01/2026	\$0		
12	Flood Lights (at entry)		2005	10/01/2025	\$3,062		\$3,062
	224 Johns Creek Parkway St. Augustine FL 32092		Electrical equipment	10/01/2026	\$0		
14	Play Structure/Equipment		2013	10/01/2025	\$79,181		\$79,181
	251 Huffner Hill Circle St. Augustine FL 32092		Non combustible	10/01/2026	\$0		
15	Playground Shade Structure		2024	10/01/2025	\$23,227		\$23,227
	224 Johns Creek Parkway St. Augustine FL 32092		Property in the Open	10/01/2026	\$0		
16	Entrance ID Monument Features		2009	10/01/2025	\$25,000		\$25,000
	224 Johns Creek Parkway St. Augustine FL 32092		Non combustible	10/01/2026	\$0		
17	Pavilion w/ picnic tables		2009	10/01/2025	\$75,000		\$75,000
	104 South Field Crest Drive St. Augustine FL 32092		Non combustible	10/01/2026			
18	Playground Equipment (Adventure series Play structure) w/ 3 benches and 3 trash receptacles		2009	10/01/2025	\$55,000		\$55,000
	104 South Field Crest Drive St. Augustine FL 32092		Non combustible	10/01/2026	\$0		



Brandy Creek Community Development District

Policy No.: 100125541
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Const Type	Term Date		Contents Value
	Roof Shape	Roof Pitch							Roof Covering	Covering Replaced	Roof Yr Blt
19	Phase 2 Amenity Center Building		2013	10/01/2025	\$950,175	\$950,175		
	251 Huffner Hill Circle St. Augustine FL 32092		Joisted masonry	10/01/2026	\$0			
	Gable			Metal panel				
20	Pool		2013	10/01/2025	\$306,273	\$306,273		
	251 Huffner Hill Circle St. Augustine FL 32092		Below ground liquid storage tank / pool	10/01/2026	\$0			
21	Basketball Court		2013	10/01/2025	\$100,296	\$100,296		
	251 Huffner Hill Circle St. Augustine FL 32092		Non combustible	10/01/2026	\$0			
22	Storage Shed		2013	10/01/2025	\$40,217	\$40,217		
	224 Johns Creek Parkway St. Augustine FL 32092		Joisted masonry	10/01/2026				
	Simple hip			Metal panel				
24	Shade Parks (2)		2013	10/01/2025	\$5,279	\$5,279		
	224 Johns Creek Parkway St. Augustine FL 32092		Non combustible	10/01/2026				
25	Shade Structures (2) - Pool 1		2013	10/01/2025	\$6,050	\$6,050		
	224 Johns Creek Parkway St. Augustine FL 32092		Non combustible	10/01/2026				
26	Shade Structures (2) - Pool 2		2013	10/01/2025	\$7,861	\$7,861		
	224 Johns Creek Parkway St. Augustine FL 32092		Non combustible	10/01/2026				
27	Rebound Wall		2013	10/01/2025	\$8,387	\$8,387		
	224 Johns Creek Parkway St. Augustine FL 32092		Non combustible	10/01/2026				



Brandy Creek Community Development District

Policy No.: 100125541
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value
					Const Type	Term Date		Contents Value
	Roof Shape	Roof Pitch				Roof Covering	Covering Replaced	Roof Yr Blt
28	7 Marquee Sign		2013	10/01/2025		\$3,326	\$3,326
	224 Johns Creek Parkway St. Augustine FL 32092		Non combustible	10/01/2026			
29	Outdoor Exercise Equipment, Benches		2021	10/01/2025		\$21,115	\$21,115
	224 Johns Creek Parkway St. Augustine FL 32092		Non combustible	10/01/2026			
30	Johns Creek Phase II Entry Monument		2020	10/01/2025		\$110,854	\$110,854
	55 Avery Garden Place St. Augustine FL 32092		Masonry non combustible	10/01/2026			
31	Marquee Sign Phase 2		2020	10/01/2025		\$3,167	\$3,167
	55 Avery Garden Place St. Augustine FL 32092		Non combustible	10/01/2026			
32	Phase 2 Restroom Building		2013	10/01/2025		\$211,150	\$211,150
	251 Huffner Hill Circle St. Augustine FL 32092		Joisted masonry	10/01/2026			
	Gable				Metal panel		
33	Pavilion w/Attached Pergola		2013	10/01/2025		\$158,363	\$158,363
	251 Huffner Hill Circle St. Augustine FL 32092		Frame	10/01/2026			
	Gable				Metal panel		
34	Wooden Entry Arbor		2025	10/01/2025		\$26,394	\$26,394
	251 Huffner Hill Circle St. Augustine FL 32092		Frame	10/01/2026			
	Gable				Metal panel		
35	Pool Aluminum Fence w/Brick Columns		2013	10/01/2025		\$84,460	\$84,460
	251 Huffner Hill Circle St. Augustine FL 32092		Non combustible	10/01/2026			
	Gable				Metal panel		



Property Schedule

Schedule Items Effective As of: 10/01/2025

Brandy Creek Community Development District

Policy No.: 100125541
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Const Type	Term Date			Contents Value
	Roof Shape	Roof Pitch	Roof Covering				Covering Replaced	Roof Yr Blt
44	Black Chain Link Fencing w/ electronic gate access - Basketball Courts (315 LF)		2024	03/20/2026	\$17,000		\$17,000	
	251 Huffner Hill Circle St. Augustine FL 32092		Non combustible	10/01/2026				
	Gable			Metal panel				
45	Pool Pumps & Equipment		2024	03/20/2026	\$15,000		\$15,000	
	251 Huffner Hill Circle St. Augustine FL 32092		Pump / lift station	10/01/2026				
	Gable			Metal panel				
46	White Vinyl Fencing Enclosure - Pool Pumps & Equipment		2024	03/20/2026	\$5,000		\$5,000	
	251 Huffner Hill Circle St. Augustine FL 32092		Non combustible	10/01/2026				
	Gable			Metal panel				
Total:					Building Value	Contents Value	Insured Value	
					\$4,744,969	\$90,267	\$4,835,236	



Inland Marine Schedule

Schedule Items Effective As of: 10/01/2025

Brandy Creek Community Development District

Policy No.: 100125541
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department	Serial Number	Classification Code	Eff. date	Value	Deductible
	Description			Term Date		
1	Pool Chair Lift		Mobile equipment	10/01/2025 10/01/2026	\$5,000	\$1,000
2	Pool Chair Lift		Other inland marine	10/01/2025 10/01/2026	\$5,000	\$1,000
3	Street Signs (Max \$15,000 Per Item)		Other inland marine	10/01/2025 10/01/2026	\$20,000	\$1,000
4	License Plate Readers 4 @ \$5,000 each		Electronic data processing equipment	10/01/2025 10/01/2026	\$20,000	\$1,000
6	3 Parking Lot Lights (at building 001)		Other inland marine	03/20/2026 10/01/2026	\$27,111	\$1,000
7	11 Tennis/Pool/Basketball Lights		Other inland marine	03/20/2026 10/01/2026	\$145,967	\$1,000
8	Flood Lights (encl. units - 14 = \$31,427, 1 = \$5,097, 1 = \$22,209)		Other inland marine	03/20/2026 10/01/2026	\$62,289	\$1,000
9	Playground Candelabra Light Poles (5 @ \$3000)		Other inland marine	03/20/2026 10/01/2026	\$15,000	\$1,000
10	Playground LED Light Poles (2 @ \$3000)		Other inland marine	03/20/2026 10/01/2026	\$6,000	\$1,000
11	Water Fountain		Other inland marine	03/20/2026 10/01/2026	\$15,000	\$1,000
12	Parking Lot/Playground Decorative Light Poles (6 @ \$3000)		Other inland marine	03/20/2026 10/01/2026	\$18,000	\$1,000
13	Basketball Court Lights (4 @ \$3000)		Other inland marine	03/20/2026 10/01/2026	\$12,000	\$1,000

Total \$351,367

U.S. MULCHING - JACKSONVILLE

409 Queen Anne Court
St. Augustine, FL 32092



INVOICE

Brandy Creek CDD
224 John's Creek Pwky
St Augustine, FL 32092

INVOICE NUMBER	4065
INVOICE DATE	March 23, 2026
Reference Code	
TERMS	Net 20

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
73	Install Certified playground : Johns Creek (3 playgrounds)	\$55.00	\$4,015.00
<p>3-25-26 Jim Masters <i>[Signature]</i></p> <p>RECEIVED MAR 25 2026 BY: _____</p>			
		SUBTOTAL	\$4,015.00
		TAX	0.00
			\$4,015.00

DIRECT ALL INQUIRIES TO:
Javi Sowers
(904) 422-5927
email: usmulchingjax@bellsouth.net
www.usmulchingjax.com

MAKE ALL CHECKS PAYABLE TO:
U.S. Mulching

PAY THIS AMOUNT

THANK YOU FOR YOUR BUSINESS!