

Boggy Branch Community Development District

3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817- 407-723-5900- FAX 407-723-5901

www.boggybranchcdd.net

The meeting of the Board of Supervisors of **Boggy Branch Community Development District** will be held on **Thursday, July 16, 2026, at 12:00 pm** at **14785 Old St. Augustine Road, Suite 3, Jacksonville, FL, 32258.**

Call in number: 1-844-621-3956 Passcode: 2536 634 0209 #

Join online: <https://pfmcd.webex.com/join/carvalhov>

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
- Roll Call
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

General Business Matters

1. Consideration of Minutes of April 16, 2026, Board of Supervisors' Meeting
2. Review of the Letter from the Supervisor of Elections – Duval County
3. Public Hearing on the Adoption of the District's Annual Budget
 - a) Public Comments and Testimony
 - b) Board Comments
 - c) Consideration of **Resolution 2026-08, Adopting the Fiscal Year 2026/2027 Budget and Appropriating Funds**
4. Consideration of **Resolution 2026-09, Levying O&M Assessments and Certifying an Assessment Roll**
5. Consideration of **Resolution 2026-10, Adopting the Annual Meeting Schedule for Fiscal Year 2026/2027**
6. Consideration of **Resolution 2026-11, Adopting Goals, Objectives, and Performance Measures and Standards for Fiscal Year 2026/2027**
7. Consideration of **Resolution 2026-12, Designating Date, Time and Place of Public Hearing on Adoption of Rules of Procedure** [suggested date October 15, 2026]
8. Consideration of **Resolution 2026-13, Declaring Vacancies on the Board for Seat 3 and Seat 5**
9. Consideration of Verdego Addendum to Landscape Maintenance Service Agreement for Not-To-Exceed Authorization Related to Hurricane/Storm Cleanup
10. Review & Acceptance of Fiscal Year 2025 Audit Report
11. Ratification of District Management Fee Increase Letter

12. Ratification of Agreement with Perret and Associates Regarding SEQ Residential Phase 2C Plat in Seven Pines
13. Ratification of Work Authorization No. 22 for England, Thims & Miller, Inc. Phase 2C COJ Inspection Services
14. Ratification of Purchase Order BBCDD-25-006-Add Re: Core & Main
15. Ratification of Purchase Order BBCDD-25-006-Add2 Re: Core & Main
16. Ratification of Purchase Order BBCDD-25-006-Add3 Re: Core & Main
17. Ratification of Purchase Order BBCDD-26-002 Re: Rinker Materials
18. Ratification of Purchase Order BBCDD-26-003 Re: Central Florida Transport, LLC
19. Ratification of Series 2024A Requisition Nos. 149 – 179 & 181
20. Ratification of Payment Authorization Nos. 215 – 227
21. Review of District Financial Statements

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
- Supervisors Requests and Comments

Adjournment



Boggy Branch Community Development District

**Consideration of Minutes of the
April 16, 2025, Board of Supervisors Meeting**

MINUTES OF MEETING

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES

Thursday, April 16, 2026, at 12:00 p.m.

**14775 Old St. Augustine Road
Jacksonville, FL 32258**

Board Members present at roll call in person or via speaker phone:

Kelly White	Chairperson
James Stowers	Vice Chairperson
KC Middleton	Assistant Secretary
Andy Hagan	Assistant Secretary
Pete Prikazky	Assistant Secretary

Also, present in person or via phone:

Vivian Carvalho	District Manager - PFM Group Consulting LLC	
Kwame Jackson	ADM - PFM Group Consulting LLC	(via phone)
Kiara Cuesta	District Accountant – PFM Group Consulting LLC	(via phone)
Jennifer Glasgow	District Accountant – PFM Group Consulting LLC	(via phone)
Katie Buchanan	District Counsel - Kutak Rock LLP	
Scott Wild	District Engineer – England-Thims & Miller	(via phone)
Mike Veazey	Project Manager - ICI Homes	
Nina Lockett	ICI Homes	

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll

The meeting was called to order at 12:06 p.m. Ms. Carvalho proceeded with roll call and confirmed quorum to proceed with the meeting. Those in attendance are outlined above.

Public Comment Period

There were no members of the public present.

SECOND ORDER OF BUSINESS

General Business Matters

Consideration of Minutes of October 16, 2025, Board of Supervisors Meeting

The Board reviewed the minutes.

ON MOTION by Mr. Middleton seconded by Mr. Stowers, with all in favor, the Board approved the Minutes of the October 16, 2025, Board of Supervisors Meeting.

Consideration of Resolution 2026-05, Approving a Preliminary Budget for Fiscal Year 2027 and Setting a Public Hearing Date

Ms. Carvalho noted the recommended date of the Public Hearing is July 16, 2026, to coincide with the next Board of Supervisors meeting.

The Board reviewed the budget exhibit. It was noted this has been reviewed by District Staff and the Development Team.

Ms. White gave an overview of the preliminary budget and increase in expenses. She noted this upcoming fiscal year will include Phase 3.

Ms. Carvalho noted the net revenue budget is set to \$1,770,605.75, with the gross assessments on the front alley lots being \$1,211.57 and alley lots being \$1,860.22.

There was brief discussion regarding the upcoming improvements coming on line. It was noted the budget can always be reduced, but it can not be increased.

ON MOTION by Mr. Hagan, seconded by Mr. Middleton, with all in favor, the Board approved Resolution 2026-05, Approving a Preliminary Budget for Fiscal Year 2027 and Setting a Public Hearing Date for July 16, 2026, at 12:00 p.m., at 14775 Old St. Augustine Rd., Jacksonville, FL, 32258.

Review of the Letter from the Supervisor of Elections – Duval County

Ms. Carvalho noted that as of last year the District has already reached the threshold of registered voters. As of April 15, 2026, there are 780 registered voters within the District.

ON MOTION by Ms. White, seconded by Mr. Hagan, with all in favor, the Board accepted the Letter from the Supervisor of Elections – Duval County.

Consideration of Resolution 2026-06, Designating Board Member Seats for the Upcoming 2026 General Election

Ms. Carvalho noted the District has met the requirements to have Seats at the General Election. Seat 1, currently held by Mr. Stowers, and Seat 2, currently held by Ms. White, have a term expiring in November of 2028. Seat 3, Seat 4, and Seat 5 will all be up for election.

There was brief discussion regarding the Seats of the Board and term expirations.

At this time, Mr. Hagan gave his resignation.

ON MOTION by Ms. White, seconded by Mr. Middleton, with all in favor, the Board appointed Ms. White to Seat 4.

It was noted Ms. White will be in a Landowner's Seat.

At this time, Mr. Prikazky gave his resignation.

ON MOTION by Ms. White, seconded by Mr. Middleton, with all in favor, the Board appointed Mr. Prikazky to Seat 1.

There was continued discussion regarding the Seats of the Board.

ON MOTION by Ms. White, seconded by Mr. Stowers, with all in favor, the Board appointed Mr. Hagan to Seat 2.

ON MOTION by Ms. White, seconded by Mr. Hagan, with all in favor, the Board appointed Mr. Stowers to Seat 3.

It was noted that Mr. Middleton will remain in Seat 5. Seats 3 and 5 will be certified in the General Election.

Ms. Carvalho gave an overview of the General Election process.

ON MOTION by Ms. White, seconded by Mr. Prikasky, with all in favor, the Board approved Resolution 2026-06, Designating Board Member Seats for the Upcoming 2026 General Election, as amended with the slate as follows: Seat 1 as Mr. Prikazky, Seat 2 as Mr. Hagan, Seat 3 as Mr. Stowers, Seat 4 as Ms. White, and Seat 5 as Mr. Middleton. Seats 3 and 5 will be going to the General Election and Seat 4 will be going to the Landowner's Election.

Consideration of Resolution 2026-07, Designating a Date, Time, and Location for the 2026 Landowner's Meeting

Ms. Carvalho noted that Seat 4 will go to the Landowner's Election, with a recommended date of November 12, 2026, at 12:00 p.m., at the current location. It was noted Board members do not have to be present at the Landowner's Election.

There was brief discussion regarding the date to hold the Landowner's Election.

ON MOTION by Mr. Hagan, seconded by Ms. White, with all in favor, the Board approved Resolution 2026-07, Designating a Date, Time, and Location for the 2026 Landowner's Meeting, with a date of November 12, 2026, at 12:00 p.m., at the current location.

Consideration of Proposal from Basham & Lucas Design Group for Tribute Park

Mr. Veazey gave an overview of the proposal, with an amount of \$31,500.00.

ON MOTION by Ms. White, seconded by Mr. Middleton, with all in favor, the Board approved the Proposal from Basham and Lucas Design Group for Tribute Park, in the amount of \$31,500.00.

Review and Acceptance of Fiscal Year 2025 Goals & Objectives Reporting Form

Ms. Carvalho noted this was approved outside of a meeting due to timing. This is an annual requirement that is posted on the District's website prior to December 31. These are all items that the District completes on a regular basis.

ON MOTION by Mr. Stowers, seconded by Mr. Hagan, with all in favor, the Board ratified the Fiscal Year 2025 Goals and Objectives Reporting Form.

**Review and Acceptance of Series
2021 Bonds Five-Year Arbitrage
Report**

Ms. Carvalho noted this is a requirement every five years due to the trust indenture. There is no arbitrage rebate at this time.

ON MOTION by Mr. Middleton, seconded by Mr. Prikazky, with all in favor, the Board accepted the Series 2021 Bonds Five-Year Arbitrage Report.

**Ratification of Arbitrage Rebate
Counselors, LLC Proposal for
Series 2021 Five-Year Arbitrage
Calculation**

Ms. Carvalho gave an overview and noted this was approved outside of a meeting.

ON MOTION by Mr. Prikazky, seconded by Mr. Stowers, with all in favor, the Board ratified Arbitrage Rebate Counselors, LLC Proposal for Series 2021 Five-Year Arbitrage Calculation.

**Ratification of Foresight Fitness
Non-Exclusive License Agreement**

Ms. Carvalho noted this came into effect prior to the meeting. This is solely for ratification.

Mr. Veazey noted this is for a Fitness Instructor for swim lessons.

ON MOTION by Mr. Prikazky, seconded by Mr. Hagan, with all in favor, the Board ratified the Foresight Fitness Non-Exclusive License Agreement.

**Ratification of Work Authorization
No. 20 – Tribute Park**

The Board reviewed the work authorization.

ON MOTION by Mr. Stowers, seconded by Mr. Middleton, with all in favor, the Board ratified Work Authorization No. 20 – Tribute Park.

**Ratification of Work Authorization
No. 21 – Phase 2B COJ Inspection
Services**

The Board reviewed the work authorization.

**Ratification of Work Authorization
No. 22 – Phase 2C COJ Inspection
Services**

The Board reviewed the work authorization.

**Ratification of W. Gardner, LLC
Change Order Nos. 5 & 6**

The Board reviewed the change orders.

**Ratification of Kompan Purchase
Order for Tribute Park Toddler
Playground**

The Board reviewed the purchase order.

**Ratification of Purchase Order
BBCDD-25-005 Re Rinker
Materials**

The Board reviewed the purchase order.

**Ratification of Purchase Order
BBCDD-25-006 Re Core & Main LP**

The Board reviewed the purchase order.

**Ratification of Purchase Order
BBCDD-26-001 Re Core & Main LP**

The Board reviewed the purchase order.

**Ratification of Perret Agreement
for Phase 2B Surveying**

The Board reviewed the agreement.

ON MOTION by Mr. Hagan, seconded by Mr. Middleton, with all in favor, the Board ratified Work Authorization No. 22 – Phase 2B COJ Inspection Services, Work Authorization No. 23 – Phase 2C COJ Inspection Services, the W. Gardner LLC Change Order Nos. 5 and 6, the Kompan Purchase Order for Tribute Park Toddler Playground, the Purchase Order BBCDD-25-004 Re Rinker Materials, the Purchase Order BBCDD-25-006 Re Core and Main LP, the Purchase Order BBCDD-25-001 Re Core and Main LP, and the Perret Agreement for Phase 2B Surveying.

**Ratification of Verdego Landscape
& Irrigation Maintenance
Agreement**

Ms. Carvalho noted this was approved outside of a meeting and is for areas that are coming online within the new common areas.

ON MOTION by Mr. Prikazky, seconded by Mr. Stowers, with all in favor, the Board ratified the Verdego Landscape and Irrigation Maintenance Agreement.

**Ratification of Second
Amendment to The Lake Doctors
Inc., Lake Maintenance Agreement**

Ms. Carvalho noted this is for the lake maintenance contractor within the District for the additional lakes within the new Phases.

ON MOTION by Mr. Prikazky, seconded by Mr. Middleton, with all in favor, the Board ratified the Second Amendment to The Lake Doctors Inc., Lake Maintenance Agreement.

**Ratification of Series 2024A
Requisition Nos. 97 – 148**

Ms. Carvalho noted these are standard requisitions and have been reviewed by District Staff and the Chair.

ON MOTION by Mr. Stowers, seconded by Mr. Prikazky, with all in favor, the Board ratified Series 2024A Requisition Nos. 97-148.

**Ratification of Payment
Authorization Nos. 190 – 214**

Ms. Carvalho noted were reviewed by District Staff and the Chair.

The Board reviewed the payment authorizations.

ON MOTION by Mr. Middleton, seconded by Mr. Stowers, with all in favor, the Board ratified Payment Authorization Nos. 190-214.

Review of District Financial Statements

Ms. Carvalho gave an overview of the District Financial Statements and noted they are as of February 2026.

No action was required.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – Ms. Buchanan gave an update on the legislative session and noted the sovereign immunity threshold has increased. This will go into effect on October 1, 2026.

District Engineer – No report.

District Manager – Ms. Carvalho noted that the next Board meeting is scheduled for July 16, 2026, at 12:00 p.m.

Audience Comments and Supervisors Requests

There were no further audience comments or Supervisor requests.

FOURTH ORDER OF BUSINESS

Adjournment

There was no further business to discuss.

ON MOTION by Ms. White, seconded by Mr. Prikazky, with all in favor, the April 16, 2026, Board of Supervisors' Meeting of the Boggy Branch Community Development District was adjourned at 12:40 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson



Boggy Branch Community Development District

**Review of the Letter from the
Supervisor of Elections – Duval County**



OFFICE OF THE SUPERVISOR OF ELECTIONS

JERRY HOLLAND
SUPERVISOR OF ELECTIONS
OFFICE (904) 255-8683
CELL (904) 318-6877

105 EAST MONROE STREET
JACKSONVILLE, FLORIDA 32202
FAX (904) 255-3434
E-MAIL JHOLLAND@COJ.NET

04/16/2026

Vivian Carvalho
Boggy Branch CDD
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Dear Vivian Carvalho,

The information you requested on 04/13/2026 appears below:

**Boggy Branch Community Development District-780 Registered Voters as of
4/15/2026**

If you have any questions or need additional assistance, please contact Aries Torres at
904-219-9302 or atorres@coj.net.

Sincerely,

Cierra Fackler
Director of Candidates and Records



Boggy Branch Community Development District

Public Hearing on the Adoption of the District's Annual Budget

- a. Public Comments and Testimony**
- b. Board Comments**
- c. Consideration of Resolution 2026-08,
Adopting the Fiscal Year 2026/2027 Budget
and Appropriating Funds**

RESOLUTION 2026-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2026, submitted to the Board of Supervisors (“**Board**”) of the Boggy Branch Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2026 and ending September 30, 2027 (“**Fiscal Year 2026/2027**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

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

- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Boggy Branch Community Development District for the Fiscal Year Ending September 30, 2027."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2026/2027, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
DEBT SERVICE FUND (SERIES 2021)	\$_____
DEBT SERVICE FUND (SERIES 2024)	\$_____
TOTAL ALL FUNDS	\$_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2026/2027, or within 60 days following the end of the Fiscal Year 2026/2027, may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if

the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

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

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

PASSED AND ADOPTED THIS 16TH DAY OF JULY, 2026.

ATTEST:

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____
Its: _____

Exhibit A: Fiscal Year 2026/2027 Budget

Exhibit A

Fiscal Year 2026/2027 Budget



Boggy Branch CDD

FY27 Approved Proposed Budget

PFM Management Services LLC
3501 Quadrangle Blvd Suite 270
Orlando, FL 32817
407-723-5900



EXHIBIT A
Boggy Branch Community Development District
Approved Proposed Fiscal Year 2027 Annual Operations & Maintenance Budget

	Actual Through 6/30/26	Anticipated July - Sept	Anticipated FY 2026 Total	FY 2026 Adopted Budget	FY 2027 Approved Proposed Budget
Revenues					
On Roll Assessments	\$ 718,304.28	\$ 136,604.70	\$ 1,271,532.84	\$ 1,271,532.84	\$ 938,418.98
Off Roll Assessments	416,623.86	-	-	-	714,744.14
Carry Forward Surplus (Master)	-	-	-	-	171,940.00
Other revenue	6,900.00	-	6,900.00	-	-
Net Revenues	\$ 1,141,828.14	\$ 136,604.70	\$ 1,278,432.84	\$ 1,271,532.84	\$ 1,825,103.12
Expenditures					
Supervisory Fees	\$ -	\$ -	\$ -	\$ -	\$ 1,600.00
Public Officials Liability Insurance	3,506.00	-	3,506.00	3,047.00	4,207.20
Trustee Fees	9,571.81	128.19	9,700.00	9,700.00	9,700.00
District Management	22,124.97	7,375.03	29,500.00	29,500.00	31,000.00
Field Management	14,000.00	2,800.00	16,800.00	16,800.00	16,800.00
Engineering Fees	13,597.50	6,798.75	20,396.25	14,000.00	14,000.00
Disclosure Agent	7,500.00	2,500.00	10,000.00	10,000.00	10,000.00
District Counsel	4,400.88	5,599.12	10,000.00	10,000.00	10,000.00
Assessment Administration	15,000.00	-	15,000.00	15,000.00	15,000.00
Audit	5,900.00	400.00	6,300.00	6,300.00	6,500.00
Arbitrage rebate Calculation	1,750.00	-	1,750.00	750.00	1,750.00
Tax Document Preparation Fee	58.94	-	58.94	29.09	29.09
Ryals Creek Interlocal Agreement	75,668.01	-	75,668.01	111,654.00	146,226.33
Legal Advertising	365.00	300.00	665.00	2,500.00	2,500.00
Miscellaneous - Bank Fees	2,118.24	706.08	2,824.32	2,800.00	2,825.00
Contingency	16,390.92	13,471.68	29,862.60	29,862.60	25,000.00
Office Misc.	866.00	288.67	1,154.67	750.00	750.00
Website Maintenance	1,905.00	1,035.00	2,940.00	2,940.00	2,940.00
Dues, Licenses & Fees	175.00	-	175.00	175.00	175.00
Utilities	59,629.75	29,814.88	89,444.63	60,000.00	165,000.00
Irrigation Repairs	2,727.00	909.00	3,636.00	5,000.00	5,000.00
Fountains	2,492.93	580.00	3,072.93	1,160.00	1,160.00
General Insurance	3,508.00	-	3,508.00	3,723.00	4,467.60
Crime Insurance	500.00	-	500.00	500.00	600.00
General Maintenance	4,251.19	1,889.42	6,140.61	5,000.00	5,000.00
Lake Maintenance	11,700.00	3,900.00	15,600.00	11,836.00	20,400.00
Landscape Maintenance	111,061.10	32,022.00	143,083.10	100,000.00	128,088.00
Landscape Improvements	4,451.12	548.88	5,000.00	5,000.00	5,000.00
Bridge	3,246.00	20,000.00	23,246.00	20,000.00	15,000.00
Master Expenditures Total	\$ 398,465.36	\$ 131,066.69	\$ 529,532.05	\$ 478,026.69	\$ 650,718.22
Amenity - Telephone	\$ 3,215.00	\$ 955.00	\$ 4,170.00	\$ 3,600.00	\$ 4,100.00
Amenity - Cable	933.58	466.79	1,400.37	2,250.00	2,000.00
Amenity - Insurance	61,765.00	-	61,765.00	57,291.00	69,824.40
Amenity - Dues & License	651.05	848.95	1,500.00	1,500.00	1,500.00
Amenity - Landscape Maintenance	29,414.59	9,804.87	39,219.46	39,216.00	39,216.00
Amenity - Pool and Splash Pad Maintenance	31,492.21	9,600.00	41,092.21	38,400.00	38,400.00
Amenity - Gates/ Control Access	-	937.50	937.50	3,750.00	3,750.00
Amenity - Janitorial	20,365.92	6,850.00	27,215.92	24,900.00	26,200.00
Amenity - Pest Control	917.00	246.00	1,163.00	900.00	1,100.00
Amenity - Maintenance	5,520.71	1,840.24	7,360.95	5,000.00	5,000.00
Amenity - Utilities - JEA	40,551.33	20,275.67	60,827.00	75,000.00	85,000.00
Amenity - Gas (Pool Heating)	829.67	414.84	1,244.51	1,500.00	1,500.00
Amenity - Mulch	1,950.00	10,237.50	12,187.50	12,187.50	12,187.50
Amenity - Refuse Services and Trash Removal	8,356.40	1,671.28	10,027.68	10,000.00	12,500.00
Lifestyle Programming	21,506.41	3,493.59	25,000.00	25,000.00	35,000.00
Amenity - Manager	59,237.50	11,847.50	71,085.00	71,085.00	74,817.60
Amenity - Fitness Lease Cardio	19,575.45	6,525.15	26,100.60	26,100.60	27,500.00
Pool Monitoring (Lifeguards)	2,986.18	67,876.22	70,862.40	70,862.40	70,862.40



EXHIBIT A
Boggy Branch Community Development District
Approved Proposed Fiscal Year 2027 Annual Operations & Maintenance Budget

	Actual Through 6/30/26	Anticipated July - Sept	Anticipated FY 2026 Total	FY 2026 Adopted Budget	FY 2027 Approved Proposed Budget
Amenity - Lifestyle Coordinator	96,933.20	19,386.64	116,319.84	125,000.00	125,940.00
Website Amenity	348.00	1,575.00	1,923.00	6,300.00	1,000.00
Amenity Security	1,987.08	2,500.00	4,487.08	10,000.00	10,000.00
Fitness Facility - Maintenance	315.57	1,250.00	1,565.57	5,000.00	5,000.00
Contingency	-	-	-	-	6,000.00
Amenity Expenditures Total	\$ 408,851.85	\$ 178,602.73	\$ 587,454.58	\$ 614,842.50	\$ 658,397.90
Lake Maintenance	\$ 34,410.00	\$ 11,470.00	\$ 45,880.00	\$ 12,387.00	\$ -
Landscape Maintenance	15,266.25	15,266.25	30,532.50	56,000.00	167,988.00
Landscape Improvements	-	666.50	666.50	2,666.00	2,666.00
Irrigation Repairs	-	666.50	666.50	2,666.00	2,666.00
Utilities - JEA	61,361.25	30,680.63	92,041.88	40,000.00	110,000.00
Fountains	-	386.75	386.75	1,547.00	-
General Maintenance	-	666.75	666.75	2,667.00	5,000.00
Mowing Pond Banks	-	6,666.75	6,666.75	26,667.00	26,667.00
Neighborhood Expenditures Total	\$ 111,037.50	\$ 66,470.13	\$ 177,507.63	\$ 144,600.00	\$ 314,987.00
Alley Lot Trash	\$ 129,776.64	\$ 43,258.88	\$ 173,035.52	\$ 175,042.65	\$ 201,000.00
Alley Lot Expenditures Total	\$ 129,776.64	\$ 43,258.88	\$ 173,035.52	\$ 175,042.65	\$ 201,000.00
 Total Budget	 \$ 1,048,131.35	 \$ 419,398.42	 \$ 1,467,529.77	 \$ 1,412,511.84	 \$ 1,825,103.12



Boggy Branch CDD
FY 2027 O&M Approved Proposed Assessment Comparison

Unit Type	2026		2027		Increase / (Decrease)
	O&M Assessment (Gross)		O&M Assessment (Gross)		
Front Lot	\$	1,312.89	\$	1,211.56	\$ (101.32)
Alley Lot	\$	1,861.39	\$	1,860.21	\$ (1.18)



Boggy Branch Community Development District

Budget Item Description

FY 2027

Revenues:

On-Roll Assessments

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected via the tax collector are referred to as “On-Roll Assessments.”

Off-Roll Assessments

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected through direct billing are referred to as “Off-Roll Assessments.”

Carry Forward Surplus (Master)

Unused income from a prior year which is available as cash for the current year.

Master Expenditures:

Supervisory Fees:

Compensation paid to District Board of Supervisors for attendance at meetings and performance of official duties, in accordance with Florida Statutes.

Public Officials’ Liability (POL) Insurance

Supervisors’ and Officers’ liability insurance.

Trustee Fees

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the District trust accounts.

District Management

The District receives Management and Administrative services as part of a Management Agreement with PFM Group Consulting, LLC. These services are further outlined in Exhibit “A” of the Management Agreement.

Field Management

Management related to on site oversight of repairs and maintenance

Engineering Fees

The District’s engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of invoices, and all other engineering services as requested by the District throughout the year.



Boggy Branch Community Development District

Budget Item Description

FY 2027

Disclosure Agent

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the disclosure agent provides to the trustee and bond holders.

District Counsel

The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.

Assessment Administration

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector. The District Manager submits an Assessment Roll to the Tax Collector annually by the deadline set by the Tax Collector or Property Appraiser.

Audit

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

Arbitrage Rebate Calculation

To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate an arbitrage rebate liability.

Tax Document Preparation Fee

Annual 1099 processing is required to be electronically filed. These are the fee association with the electronic filing.

Ryals Creek Interlocal Agreement

Agreement between Boggy Branch and Ryals Creek CDDs to share in expenses

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to monthly meetings, special meetings, and public hearings for the District.

Miscellaneous – Bank Fees

Bank fees incurred by banking with Renasant Bank.

Contingency

Other expenses incurred throughout the year that may not be part of the existing line items within the current budget.



Boggy Branch Community Development District

Budget Item Description

FY 2027

Office Misc.

Postage, mail, overnight deliveries, correspondence, etc.

Website Maintenance

Website maintenance fee for the district website.

Dues, Licenses & Fees

The District is required to pay an annual fee to the Department of Economic Opportunity.

Utilities

Water and lighting for entry ways and other areas besides the amenity center.

Irrigation Repair

Inspection and repair of irrigation system.

Fountains

Quarterly maintenance of the fountains.

General Insurance

General liability insurance.

Crime Insurance

Crime insurance protects the District from financial loss due to theft, fraud, or other dishonest acts involving district funds or assets

General Maintenance

Repair & maintenance of District equipment, plant, or property.

Lake Maintenance

Maintenance of lakes owned by District.

Landscape Maintenance

Contracted landscaping and Common Area Maintenance within the boundaries of the District.

Landscape Improvements

Improvements in landscape above and beyond what is already contracted for property owned by District.



Boggy Branch Community Development District

Budget Item Description

FY 2027

Bridge

Maintenance of the bridge.

Amenity Expenditures:

Amenity – Telephone

AT&T service for the amenity center.

Amenity – Cable

YouTube service for the amenity center.

Amenity - Insurance

Insurance to protect property and cover casualty.

Amenity – Dues & License

The District is required to pay an annual fee for a pool permit.

Amenity - Landscape Maintenance

Contracted landscaping for amenity area.

Amenity - Pool & Splash Pad Maintenance

Swimming pool & splash pad requires cleaning and maintenance.

Amenity Gates/Control Access

Cost to maintain the Gates and issue access cards.

Amenity - Janitorial

Janitorial services and supplies for the clubhouse or amenity center.

Amenity - Pest Control

Pest control services.

Amenity - Maintenance

Repairs and maintenance to facility within the District.

Amenity – Utilities - JEA

The clubhouse requires electricity and running water to operate effectively.



Boggy Branch Community Development District

Budget Item Description
FY 2027

Amenity - Gas

Gas for amenity center.

Amenity - Mulch

Replacement of mulch.

Amenity - Refuse Services and trash removal

Waste pickup services

Lifestyle Programming

Community Events and activities.

Amenity - Manager

Management for amenities center.

Amenity - Fitness Lease Cardio.

Maintenance of fitness equipment in the amenity center.

Pool Monitoring (Lifeguards)

Lifeguards for the pool.

Amenity - Lifestyles Coordinator

Fees for onsite personnel including lifestyles coordinator, maintenance person, and lifeguards.

Website Amenity

Website for the amenity center.

Amenity Security

Security monitoring of the amenity center.

Fitness Facility - Maintenance

Maintenance of the facility equipment.

Contingency

Other expenses incurred throughout the year that may not be part of the existing line items within the current budget.



Boggy Branch Community Development District

Budget Item Description
FY 2027

Neighborhood Expenditures:

Lake Maintenance

Maintenance of lakes owned by District.

Landscape Maintenance

Contracted landscaping and Common Area Maintenance within the boundaries of the District.

Landscape Improvements

Improvements in landscape above and beyond what is already contracted for property owned by District.

Irrigation Repairs

Inspection and repair of irrigation system.

Utilities - JEA

Electricity for Street Lights and Irrigation System as well as water used for irrigation

Fountains

Maintenance of lake fountain.

General Maintenance

Repair & maintenance of District equipment, plant, or property.

Mowing Pond Banks

Landscaping maintenance of the pond banks within the phase.

Alley Lot Trash Expenditures:

Alley Lot Trash

Trash service for alley lots.



Boggy Branch CDD
Approved Proposed Debt Service Fund Budget
Series 2021 and 2024 Special Assessment Bonds FY 2027

"Exhibit B"

Approved Proposed FY 2027 Budget

Revenues:

Special Assessments	\$3,216,139
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Total Revenues	\$3,216,139
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Expenditures:

Series 2021 - Interest 11/1/26	\$244,500
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Series 2021 - Principal 5/1/27	\$340,000
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Series 2021 - Interest 5/1/27	\$244,500
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Series 2024 A-1 - Interest 11/1/26	\$302,966
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Series 2024 A-1 - Principal 5/1/27	\$170,000
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Series 2024 A-1 - Interest 5/1/27	\$302,966
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Series 2024 A-2 - Interest 11/1/26	\$457,269
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Series 2024 A-2 - Interest 5/1/27	\$457,269
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Total Expenditures	\$2,519,470
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Excess Revenues / (Expenditures)	\$696,669
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11/1/27 Interest Series 2021	\$239,400
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11/1/27 Interest Series 2024 A-1	\$298,971
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11/1/27 Interest Series 2024 A-2	\$457,269
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	\$995,640
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Boggy Branch Community Development District

**Consideration of Resolution 2026-09,
Levying O&M Assessments and
Certifying an Assessment Roll**

RESOLUTION 2026-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2026/2027; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is located in Duval County, Florida ("**County**"); and

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

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**Fiscal Year 2026/2027**"), attached hereto as **Exhibit "A,"** and

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

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

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

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

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2026/2027; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit "B,"** and to directly collect the special assessments as identified in the Assessment Roll; and

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

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

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

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Direct Bill Assessments.** The operations and maintenance special assessments, and previously levied debt service special assessments, will be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** Operation and maintenance assessments directly collected by the District are due according to the following schedule: 25% due no later than October 15, 2026; 25% due no later than January 15, 2027; 25% due no later than April 15, 2027; and 25% due no later than July 15, 2027. Previously levied debt assessments directly collected by the District are due according to the following schedule: 60% no later than April 15, 2027, and 40% no later than October 15, 2027. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2026/2027, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment

interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

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

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. The proceeds therefrom shall be paid to the District.

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

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

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

PASSED AND ADOPTED this 16th day of July, 2026.

ATTEST:

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll

Exhibit A
Budget



EXHIBIT A
Boggy Branch Community Development District
Approved Proposed Fiscal Year 2027 Annual Operations & Maintenance Budget

	Actual Through 6/30/26	Anticipated July - Sept	Anticipated FY 2026 Total	FY 2026 Adopted Budget	FY 2027 Approved Proposed Budget
Revenues					
On Roll Assessments	\$ 718,304.28	\$ 136,604.70	\$ 1,271,532.84	\$ 1,271,532.84	\$ 938,418.98
Off Roll Assessments	416,623.86	-	-	-	714,744.14
Carry Forward Surplus (Master)	-	-	-	-	171,940.00
Other revenue	6,900.00	-	6,900.00	-	-
Net Revenues	\$ 1,141,828.14	\$ 136,604.70	\$ 1,278,432.84	\$ 1,271,532.84	\$ 1,825,103.12
Expenditures					
Supervisory Fees	\$ -	\$ -	\$ -	\$ -	\$ 1,600.00
Public Officials Liability Insurance	3,506.00	-	3,506.00	3,047.00	4,207.20
Trustee Fees	9,571.81	128.19	9,700.00	9,700.00	9,700.00
District Management	22,124.97	7,375.03	29,500.00	29,500.00	31,000.00
Field Management	14,000.00	2,800.00	16,800.00	16,800.00	16,800.00
Engineering Fees	13,597.50	6,798.75	20,396.25	14,000.00	14,000.00
Disclosure Agent	7,500.00	2,500.00	10,000.00	10,000.00	10,000.00
District Counsel	4,400.88	5,599.12	10,000.00	10,000.00	10,000.00
Assessment Administration	15,000.00	-	15,000.00	15,000.00	15,000.00
Audit	5,900.00	400.00	6,300.00	6,300.00	6,500.00
Arbitrage rebate Calculation	1,750.00	-	1,750.00	750.00	1,750.00
Tax Document Preparation Fee	58.94	-	58.94	29.09	29.09
Ryals Creek Interlocal Agreement	75,668.01	-	75,668.01	111,654.00	146,226.33
Legal Advertising	365.00	300.00	665.00	2,500.00	2,500.00
Miscellaneous - Bank Fees	2,118.24	706.08	2,824.32	2,800.00	2,825.00
Contingency	16,390.92	13,471.68	29,862.60	29,862.60	25,000.00
Office Misc.	866.00	288.67	1,154.67	750.00	750.00
Website Maintenance	1,905.00	1,035.00	2,940.00	2,940.00	2,940.00
Dues, Licenses & Fees	175.00	-	175.00	175.00	175.00
Utilities	59,629.75	29,814.88	89,444.63	60,000.00	165,000.00
Irrigation Repairs	2,727.00	909.00	3,636.00	5,000.00	5,000.00
Fountains	2,492.93	580.00	3,072.93	1,160.00	1,160.00
General Insurance	3,508.00	-	3,508.00	3,723.00	4,467.60
Crime Insurance	500.00	-	500.00	500.00	600.00
General Maintenance	4,251.19	1,889.42	6,140.61	5,000.00	5,000.00
Lake Maintenance	11,700.00	3,900.00	15,600.00	11,836.00	20,400.00
Landscape Maintenance	111,061.10	32,022.00	143,083.10	100,000.00	128,088.00
Landscape Improvements	4,451.12	548.88	5,000.00	5,000.00	5,000.00
Bridge	3,246.00	20,000.00	23,246.00	20,000.00	15,000.00
Master Expenditures Total	\$ 398,465.36	\$ 131,066.69	\$ 529,532.05	\$ 478,026.69	\$ 650,718.22
Amenity - Telephone	\$ 3,215.00	\$ 955.00	\$ 4,170.00	\$ 3,600.00	\$ 4,100.00
Amenity - Cable	933.58	466.79	1,400.37	2,250.00	2,000.00
Amenity - Insurance	61,765.00	-	61,765.00	57,291.00	69,824.40
Amenity - Dues & License	651.05	848.95	1,500.00	1,500.00	1,500.00
Amenity - Landscape Maintenance	29,414.59	9,804.87	39,219.46	39,216.00	39,216.00
Amenity - Pool and Splash Pad Maintenance	31,492.21	9,600.00	41,092.21	38,400.00	38,400.00
Amenity - Gates/ Control Access	-	937.50	937.50	3,750.00	3,750.00
Amenity - Janitorial	20,365.92	6,850.00	27,215.92	24,900.00	26,200.00
Amenity - Pest Control	917.00	246.00	1,163.00	900.00	1,100.00
Amenity - Maintenance	5,520.71	1,840.24	7,360.95	5,000.00	5,000.00
Amenity - Utilities - JEA	40,551.33	20,275.67	60,827.00	75,000.00	85,000.00
Amenity - Gas (Pool Heating)	829.67	414.84	1,244.51	1,500.00	1,500.00
Amenity - Mulch	1,950.00	10,237.50	12,187.50	12,187.50	12,187.50
Amenity - Refuse Services and Trash Removal	8,356.40	1,671.28	10,027.68	10,000.00	12,500.00
Lifestyle Programming	21,506.41	3,493.59	25,000.00	25,000.00	35,000.00
Amenity - Manager	59,237.50	11,847.50	71,085.00	71,085.00	74,817.60
Amenity - Fitness Lease Cardio	19,575.45	6,525.15	26,100.60	26,100.60	27,500.00
Pool Monitoring (Lifeguards)	2,986.18	67,876.22	70,862.40	70,862.40	70,862.40



EXHIBIT A
Boggy Branch Community Development District
Approved Proposed Fiscal Year 2027 Annual Operations & Maintenance Budget

	Actual Through 6/30/26	Anticipated July - Sept	Anticipated FY 2026 Total	FY 2026 Adopted Budget	FY 2027 Approved Proposed Budget
Amenity - Lifestyle Coordinator	96,933.20	19,386.64	116,319.84	125,000.00	125,940.00
Website Amenity	348.00	1,575.00	1,923.00	6,300.00	1,000.00
Amenity Security	1,987.08	2,500.00	4,487.08	10,000.00	10,000.00
Fitness Facility - Maintenance	315.57	1,250.00	1,565.57	5,000.00	5,000.00
Contingency	-	-	-	-	6,000.00
Amenity Expenditures Total	\$ 408,851.85	\$ 178,602.73	\$ 587,454.58	\$ 614,842.50	\$ 658,397.90
Lake Maintenance	\$ 34,410.00	\$ 11,470.00	\$ 45,880.00	\$ 12,387.00	\$ -
Landscape Maintenance	15,266.25	15,266.25	30,532.50	56,000.00	167,988.00
Landscape Improvements	-	666.50	666.50	2,666.00	2,666.00
Irrigation Repairs	-	666.50	666.50	2,666.00	2,666.00
Utilities - JEA	61,361.25	30,680.63	92,041.88	40,000.00	110,000.00
Fountains	-	386.75	386.75	1,547.00	-
General Maintenance	-	666.75	666.75	2,667.00	5,000.00
Mowing Pond Banks	-	6,666.75	6,666.75	26,667.00	26,667.00
Neighborhood Expenditures Total	\$ 111,037.50	\$ 66,470.13	\$ 177,507.63	\$ 144,600.00	\$ 314,987.00
Alley Lot Trash	\$ 129,776.64	\$ 43,258.88	\$ 173,035.52	\$ 175,042.65	\$ 201,000.00
Alley Lot Expenditures Total	\$ 129,776.64	\$ 43,258.88	\$ 173,035.52	\$ 175,042.65	\$ 201,000.00
 Total Budget	 \$ 1,048,131.35	 \$ 419,398.42	 \$ 1,467,529.77	 \$ 1,412,511.84	 \$ 1,825,103.12



Boggy Branch CDD
FY 2027 O&M Approved Proposed Assessment Comparison

Unit Type	2026		2027		Increase / (Decrease)
	O&M Assessment (Gross)		O&M Assessment (Gross)		
Front Lot	\$	1,312.89	\$	1,211.56	\$ (101.32)
Alley Lot	\$	1,861.39	\$	1,860.21	\$ (1.18)



Boggy Branch CDD
Approved Proposed Debt Service Fund Budget
Series 2021 and 2024 Special Assessment Bonds FY 2027

"Exhibit B"

Approved Proposed FY 2027 Budget

Revenues:

Special Assessments	\$3,216,139
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Total Revenues	\$3,216,139
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Expenditures:

Series 2021 - Interest 11/1/26	\$244,500
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Series 2021 - Principal 5/1/27	\$340,000
--------------------------------	-----------

Series 2021 - Interest 5/1/27	\$244,500
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Series 2024 A-1 - Interest 11/1/26	\$302,966
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Series 2024 A-1 - Principal 5/1/27	\$170,000
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Series 2024 A-1 - Interest 5/1/27	\$302,966
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Series 2024 A-2 - Interest 11/1/26	\$457,269
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Series 2024 A-2 - Interest 5/1/27	\$457,269
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Total Expenditures	\$2,519,470
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Excess Revenues / (Expenditures)	\$696,669
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11/1/27 Interest Series 2021	\$239,400
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11/1/27 Interest Series 2024 A-1	\$298,971
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11/1/27 Interest Series 2024 A-2	\$457,269
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	\$995,640
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Exhibit B
Assessment Roll



Boggy Branch CDD				
Fiscal Year 2027 Assessment Roll				
STRAP	O&M	Series 2021	Series 2024A1	Total Assessments
R-167739-0610	1,860.22	-	1,613.28	3,473.50
R-167739-0615	1,860.22	-	1,613.28	3,473.50
R-167739-0620	1,860.22	-	1,613.28	3,473.50
R-167739-0625	1,860.22	-	1,613.28	3,473.50
R-167739-0630	1,860.22	-	1,613.28	3,473.50
R-167739-0635	1,860.22	-	1,613.28	3,473.50
R-167739-0640	1,211.57	-	1,613.28	2,824.85
R-167739-0645	1,211.57	-	1,613.28	2,824.85
R-167739-0650	1,211.57	-	1,613.28	2,824.85
R-167739-0655	1,211.57	-	1,613.28	2,824.85
R-167739-0660	1,211.57	-	1,613.28	2,824.85
R-167739-0665	1,211.57	-	1,613.28	2,824.85
R-167739-0670	1,211.57	-	1,613.28	2,824.85
R-167739-0675	1,211.57	-	1,613.28	2,824.85
R-167739-0680	1,211.57	-	1,613.28	2,824.85
R-167739-0685	1,211.57	-	1,613.28	2,824.85
R-167739-0690	1,211.57	-	1,971.79	3,183.36
R-167739-0695	1,211.57	-	1,971.79	3,183.36
R-167739-0700	1,211.57	-	1,971.79	3,183.36
R-167739-0705	1,211.57	-	1,971.79	3,183.36
R-167739-0710	1,211.57	-	1,971.79	3,183.36
R-167739-0715	1,211.57	-	1,971.79	3,183.36
R-167739-0720	1,211.57	-	1,971.79	3,183.36
R-167739-0725	1,211.57	-	1,971.79	3,183.36
R-167739-0730	1,211.57	-	1,971.79	3,183.36
R-167739-0735	1,211.57	-	1,971.79	3,183.36
R-167739-0740	1,211.57	-	1,971.79	3,183.36
R-167739-0745	1,211.57	-	1,971.79	3,183.36
R-167739-0750	1,211.57	-	1,971.79	3,183.36
R-167739-0755	1,211.57	-	1,971.79	3,183.36
R-167739-0760	1,211.57	-	1,971.79	3,183.36
R-167739-0765	1,211.57	-	1,971.79	3,183.36
R-167739-0770	1,211.57	-	1,971.79	3,183.36
R-167739-0775	1,211.57	-	1,971.79	3,183.36
R-167739-0780	1,211.57	-	1,971.79	3,183.36
R-167739-0785	1,211.57	-	1,971.79	3,183.36
R-167739-0790	1,211.57	-	1,971.79	3,183.36
R-167739-0795	1,211.57	-	1,971.79	3,183.36
R-167739-0800	1,211.57	-	1,971.79	3,183.36
R-167739-0805	1,211.57	-	1,971.79	3,183.36
R-167739-0810	1,211.57	-	1,971.79	3,183.36
R-167739-0815	1,211.57	-	1,971.79	3,183.36
R-167739-0820	1,211.57	-	1,971.79	3,183.36
R-167739-0825	1,211.57	-	1,971.79	3,183.36
R-167739-0830	1,211.57	-	1,971.79	3,183.36



Boggy Branch CDD				
Fiscal Year 2027 Assessment Roll				
STRAP	O&M	Series 2021	Series 2024A1	Total Assessments
R-167739-0835	1,211.57	-	1,971.79	3,183.36
R-167739-0840	1,860.22	-	1,792.53	3,652.75
R-167739-0845	1,860.22	-	1,792.53	3,652.75
R-167739-0850	1,860.22	-	1,792.53	3,652.75
R-167739-0855	1,860.22	-	1,792.53	3,652.75
R-167739-0860	1,860.22	-	1,792.53	3,652.75
R-167739-0865	1,860.22	-	1,792.53	3,652.75
R-167739-0870	1,860.22	-	1,792.53	3,652.75
R-167739-0875	1,860.22	-	1,792.53	3,652.75
R-167739-0880	1,860.22	-	1,792.53	3,652.75
R-167739-0885	1,860.22	-	1,792.53	3,652.75
R-167739-0895	1,860.22	-	1,792.53	3,652.75
R-167739-0900	1,860.22	-	1,792.53	3,652.75
R-167739-0905	1,860.22	-	1,792.53	3,652.75
R-167739-0910	1,860.22	-	1,792.53	3,652.75
R-167739-0915	1,860.22	-	1,792.53	3,652.75
R-167739-0920	1,860.22	-	1,792.53	3,652.75
R-167739-0925	1,860.22	-	1,613.28	3,473.50
R-167739-0930	1,860.22	-	1,613.28	3,473.50
R-167739-0935	1,860.22	-	1,613.28	3,473.50
R-167739-0940	1,860.22	-	1,613.28	3,473.50
R-167739-0945	1,860.22	-	1,613.28	3,473.50
R-167739-0950	1,860.22	-	1,613.28	3,473.50
R-167739-0955	1,860.22	-	1,613.28	3,473.50
R-167739-0960	1,860.22	-	1,613.28	3,473.50
R-167739-0965	1,860.22	-	1,613.28	3,473.50
R-167739-0970	1,860.22	-	1,613.28	3,473.50
R-167739-0975	1,860.22	-	1,613.28	3,473.50
R-167739-0980	1,860.22	-	1,613.28	3,473.50
R-167739-0985	1,860.22	-	1,613.28	3,473.50
R-167739-0990	1,860.22	-	1,613.28	3,473.50
R-167739-0995	1,860.22	-	1,613.28	3,473.50
R-167739-1000	1,860.22	-	1,613.28	3,473.50
R-167739-1005	1,860.22	-	1,613.28	3,473.50
R-167739-1010	1,860.22	-	1,613.28	3,473.50
R-167739-1015	1,860.22	-	1,613.28	3,473.50
R-167739-1020	1,860.22	-	1,613.28	3,473.50
R-167739-1025	1,860.22	-	1,613.28	3,473.50
R-167739-1030	1,860.22	-	1,613.28	3,473.50
R-167739-1035	1,860.22	-	1,613.28	3,473.50
R-167739-1040	1,860.22	-	1,613.28	3,473.50
R-167739-1045	1,860.22	-	1,613.28	3,473.50
R-167739-1050	1,860.22	-	1,613.28	3,473.50
R-167739-1055	1,860.22	-	1,613.28	3,473.50
R-167739-1060	1,860.22	-	1,792.53	3,652.75



Boggy Branch CDD				
Fiscal Year 2027 Assessment Roll				
STRAP	O&M	Series 2021	Series 2024A1	Total Assessments
R-167739-1065	1,860.22	-	1,792.53	3,652.75
R-167739-1070	1,860.22	-	1,613.28	3,473.50
R-167739-1075	1,860.22	-	1,613.28	3,473.50
R-167739-1080	1,860.22	-	1,613.28	3,473.50
R-167739-1085	1,860.22	-	1,613.28	3,473.50
R-167739-1090	1,860.22	-	1,613.28	3,473.50
R-167739-1095	1,860.22	-	1,613.28	3,473.50
R-167739-1100	1,860.22	-	1,613.28	3,473.50
R-167739-1105	1,860.22	-	1,613.28	3,473.50
R-167739-1110	1,860.22	-	1,613.28	3,473.50
R-167739-1115	1,860.22	-	1,613.28	3,473.50
R-167739-1120	1,860.22	-	1,613.28	3,473.50
R-167739-1125	1,860.22	-	1,613.28	3,473.50
R-167739-1130	1,860.22	-	1,613.28	3,473.50
R-167739-1135	1,860.22	-	1,613.28	3,473.50
R-167739-1140	1,860.22	-	1,613.28	3,473.50
R-167739-1145	1,860.22	-	1,613.28	3,473.50
R-167739-1150	1,860.22	-	1,613.28	3,473.50
R-167739-1155	1,860.22	-	1,613.28	3,473.50
R-167739-1160	1,860.22	-	1,613.28	3,473.50
R-167739-1165	1,860.22	-	1,971.79	3,832.01
R-167739-1170	1,860.22	-	1,971.79	3,832.01
R-167739-1175	1,860.22	-	1,971.79	3,832.01
R-167739-1180	1,860.22	-	1,971.79	3,832.01
R-167739-1185	1,860.22	-	1,971.79	3,832.01
R-167739-1190	1,860.22	-	1,971.79	3,832.01
R-167739-1195	1,860.22	-	1,971.79	3,832.01
R-167739-1200	1,860.22	-	1,971.79	3,832.01
R-167739-1205	1,860.22	-	1,971.79	3,832.01
R-167739-1210	1,211.57	-	1,971.79	3,183.36
R-167739-1215	1,211.57	-	1,971.79	3,183.36
R-167739-1220	1,211.57	-	1,971.79	3,183.36
R-167739-1225	1,211.57	-	1,971.79	3,183.36
R-167739-1230	1,211.57	-	1,971.79	3,183.36
R-167739-1235	1,211.57	-	1,971.79	3,183.36
R-167739-1240	1,211.57	-	1,971.79	3,183.36
R-167739-1245	1,211.57	-	1,971.79	3,183.36
R-167739-1250	1,211.57	-	1,792.53	3,004.10
R-167739-1255	1,211.57	-	1,792.53	3,004.10
R-167739-1260	1,211.57	-	1,792.53	3,004.10
R-167739-1265	1,211.57	-	1,792.53	3,004.10
R-167739-1270	1,211.57	-	1,792.53	3,004.10
R-167739-1275	1,211.57	-	1,792.53	3,004.10
R-167739-1280	1,211.57	-	1,792.53	3,004.10
R-167739-1285	1,211.57	-	1,792.53	3,004.10



Boggy Branch CDD				
Fiscal Year 2027 Assessment Roll				
STRAP	O&M	Series 2021	Series 2024A1	Total Assessments
R-167739-1290	1,860.22	-	1,792.53	3,652.75
R-167739-1295	1,860.22	-	1,792.53	3,652.75
R-167739-1300	1,860.22	-	1,792.53	3,652.75
R-167739-1305	1,860.22	-	1,792.53	3,652.75
R-167739-1310	1,860.22	-	1,792.53	3,652.75
R-167739-1315	1,860.22	-	1,792.53	3,652.75
R-167739-1320	1,860.22	-	1,792.53	3,652.75
R-167739-1325	1,211.57	-	1,792.53	3,004.10
R-167739-1330	1,211.57	-	1,792.53	3,004.10
R-167739-1335	1,211.57	-	1,792.53	3,004.10
R-167739-1340	1,211.57	-	1,792.53	3,004.10
R-167739-1345	1,211.57	-	1,792.53	3,004.10
R-167739-1350	1,211.57	-	1,792.53	3,004.10
R-167739-1355	1,211.57	-	1,792.53	3,004.10
R-167739-1360	1,211.57	-	1,792.53	3,004.10
R-167739-1365	1,211.57	-	1,792.53	3,004.10
R-167739-1370	1,211.57	-	1,792.53	3,004.10
R-167739-1375	1,211.57	-	1,792.53	3,004.10
R-167739-1380	1,211.57	-	1,792.53	3,004.10
R-167739-1385	1,211.57	-	1,792.53	3,004.10
R-167739-1390	1,211.57	-	1,792.53	3,004.10
R-167739-1395	1,211.57	-	1,792.53	3,004.10
R-167739-1400	1,211.57	-	1,792.53	3,004.10
R-167739-1405	1,211.57	-	1,971.79	3,183.36
R-167739-1410	1,211.57	-	1,971.79	3,183.36
R-167739-1415	1,211.57	-	1,971.79	3,183.36
R-167739-1420	1,211.57	-	1,971.79	3,183.36
R-167739-1425	1,211.57	-	1,971.79	3,183.36
R-167739-1430	1,211.57	-	1,971.79	3,183.36
R-167739-1435	1,211.57	-	1,971.79	3,183.36
R-167739-1440	1,211.57	-	1,971.79	3,183.36
R-167739-1445	1,211.57	-	1,971.79	3,183.36
R-167739-1450	1,211.57	-	1,971.79	3,183.36
R-167739-1455	1,211.57	-	1,971.79	3,183.36
R-167739-1460	1,211.57	-	1,971.79	3,183.36
R-167739-1465	1,211.57	-	1,971.79	3,183.36
R-167740-0590	1,860.22	1,607.12	-	3,467.34
R-167740-0595	1,860.22	1,607.12	-	3,467.34
R-167740-0600	1,860.22	1,607.12	-	3,467.34
R-167740-0605	1,860.22	1,607.12	-	3,467.34
R-167740-0610	1,860.22	1,607.12	-	3,467.34
R-167740-0615	1,860.22	1,607.12	-	3,467.34
R-167740-0620	1,860.22	1,607.12	-	3,467.34
R-167740-0625	1,860.22	1,607.12	-	3,467.34
R-167740-0630	1,860.22	1,607.12	-	3,467.34



Boggy Branch CDD				
Fiscal Year 2027 Assessment Roll				
STRAP	O&M	Series 2021	Series 2024A1	Total Assessments
R-167740-0635	1,860.22	1,607.12	-	3,467.34
R-167740-0640	1,860.22	1,607.12	-	3,467.34
R-167740-0645	1,860.22	1,607.12	-	3,467.34
R-167740-0650	1,860.22	1,607.12	-	3,467.34
R-167740-0655	1,860.22	1,607.12	-	3,467.34
R-167740-0660	1,860.22	1,607.12	-	3,467.34
R-167740-0665	1,860.22	1,607.12	-	3,467.34
R-167740-0670	1,860.22	1,607.12	-	3,467.34
R-167740-0675	1,860.22	1,607.12	-	3,467.34
R-167740-0680	1,860.22	1,607.12	-	3,467.34
R-167740-0685	1,860.22	2,142.83	-	4,003.05
R-167740-0690	1,860.22	2,142.83	-	4,003.05
R-167740-0695	1,860.22	2,142.83	-	4,003.05
R-167740-0700	1,860.22	2,142.83	-	4,003.05
R-167740-0705	1,860.22	2,142.83	-	4,003.05
R-167740-0710	1,860.22	2,142.83	-	4,003.05
R-167740-0715	1,860.22	2,142.83	-	4,003.05
R-167740-0720	1,860.22	2,142.83	-	4,003.05
R-167740-0725	1,860.22	2,142.83	-	4,003.05
R-167740-0730	1,860.22	2,142.83	-	4,003.05
R-167740-0735	1,860.22	2,142.83	-	4,003.05
R-167740-0740	1,860.22	2,142.83	-	4,003.05
R-167740-0745	1,860.22	2,142.83	-	4,003.05
R-167740-0750	1,860.22	2,142.83	-	4,003.05
R-167740-0755	1,860.22	2,142.83	-	4,003.05
R-167740-0760	1,860.22	2,142.83	-	4,003.05
R-167740-0765	1,860.22	2,142.83	-	4,003.05
R-167740-0770	1,860.22	2,142.83	-	4,003.05
R-167740-0775	1,211.57	1,964.26	-	3,175.83
R-167740-0780	1,211.57	1,964.26	-	3,175.83
R-167740-0785	1,211.57	1,964.26	-	3,175.83
R-167740-0790	1,211.57	1,964.26	-	3,175.83
R-167740-0795	1,211.57	1,964.26	-	3,175.83
R-167740-0800	1,211.57	1,964.26	-	3,175.83
R-167740-0805	1,211.57	1,964.26	-	3,175.83
R-167740-0810	1,211.57	1,964.26	-	3,175.83
R-167740-0815	1,211.57	1,964.26	-	3,175.83
R-167740-0820	1,211.57	1,964.26	-	3,175.83
R-167740-0825	1,211.57	1,964.26	-	3,175.83
R-167740-0830	1,211.57	1,964.26	-	3,175.83
R-167740-0835	1,211.57	1,964.26	-	3,175.83
R-167740-0840	1,211.57	1,785.69	-	2,997.26
R-167740-0845	1,211.57	1,785.69	-	2,997.26
R-167740-0850	1,211.57	1,785.69	-	2,997.26
R-167740-0855	1,211.57	1,785.69	-	2,997.26



Boggy Branch CDD				
Fiscal Year 2027 Assessment Roll				
STRAP	O&M	Series 2021	Series 2024A1	Total Assessments
R-167740-0860	1,211.57	1,785.69	-	2,997.26
R-167740-0865	1,211.57	1,785.69	-	2,997.26
R-167740-0870	1,211.57	1,785.69	-	2,997.26
R-167740-0875	1,211.57	1,785.69	-	2,997.26
R-167740-0880	1,211.57	1,964.26	-	3,175.83
R-167740-0885	1,211.57	1,964.26	-	3,175.83
R-167740-0890	1,211.57	1,964.26	-	3,175.83
R-167740-0895	1,211.57	1,964.26	-	3,175.83
R-167740-0900	1,211.57	1,785.69	-	2,997.26
R-167740-0905	1,211.57	1,785.69	-	2,997.26
R-167740-0910	1,211.57	1,964.26	-	3,175.83
R-167740-0915	1,211.57	1,964.26	-	3,175.83
R-167740-0920	1,860.22	1,964.26	-	3,824.48
R-167740-0925	1,860.22	1,785.69	-	3,645.91
R-167740-0930	1,860.22	1,964.26	-	3,824.48
R-167740-0935	1,860.22	1,785.69	-	3,645.91
R-167740-0940	1,860.22	1,785.69	-	3,645.91
R-167740-0945	1,860.22	1,964.26	-	3,824.48
R-167740-0950	1,860.22	1,964.26	-	3,824.48
R-167740-0955	1,860.22	1,785.69	-	3,645.91
R-167740-0960	1,860.22	1,785.69	-	3,645.91
R-167740-0965	1,860.22	1,785.69	-	3,645.91
R-167740-0970	1,860.22	1,607.12	-	3,467.34
R-167740-0975	1,860.22	1,785.69	-	3,645.91
R-167740-0980	1,860.22	1,785.69	-	3,645.91
R-167740-0985	1,860.22	1,785.69	-	3,645.91
R-167740-0990	1,860.22	1,785.69	-	3,645.91
R-167740-0995	1,860.22	1,785.69	-	3,645.91
R-167740-1000	1,860.22	1,785.69	-	3,645.91
R-167740-1005	1,860.22	1,785.69	-	3,645.91
R-167740-1010	1,860.22	1,785.69	-	3,645.91
R-167740-1015	1,860.22	1,785.69	-	3,645.91
R-167740-1020	1,860.22	1,785.69	-	3,645.91
R-167740-1025	1,860.22	1,785.69	-	3,645.91
R-167740-1030	1,860.22	1,785.69	-	3,645.91
R-167740-1035	1,860.22	1,785.69	-	3,645.91
R-167740-1040	1,860.22	1,785.69	-	3,645.91
R-167740-1045	1,860.22	1,785.69	-	3,645.91
R-167740-1050	1,860.22	1,785.69	-	3,645.91
R-167740-1055	1,860.22	1,785.69	-	3,645.91
R-167740-1060	1,860.22	1,785.69	-	3,645.91
R-167740-1065	1,860.22	1,785.69	-	3,645.91
R-167740-1070	1,860.22	1,964.26	-	3,824.48
R-167740-1075	1,860.22	1,964.26	-	3,824.48
R-167740-1080	1,860.22	1,964.26	-	3,824.48



Boggy Branch CDD				
Fiscal Year 2027 Assessment Roll				
STRAP	O&M	Series 2021	Series 2024A1	Total Assessments
R-167740-1085	1,860.22	1,964.26	-	3,824.48
R-167740-1090	1,860.22	1,964.26	-	3,824.48
R-167740-1095	1,860.22	1,964.26	-	3,824.48
R-167740-1100	1,860.22	1,964.26	-	3,824.48
R-167740-1105	1,860.22	1,964.26	-	3,824.48
R-167740-1110	1,860.22	1,964.26	-	3,824.48
R-167740-1115	1,860.22	1,964.26	-	3,824.48
R-167740-1120	1,860.22	1,964.26	-	3,824.48
R-167740-1125	1,860.22	1,964.26	-	3,824.48
R-167740-1130	1,860.22	1,964.26	-	3,824.48
R-167740-1135	1,211.57	1,964.26	-	3,175.83
R-167740-1140	1,211.57	1,964.26	-	3,175.83
R-167740-1145	1,211.57	1,964.26	-	3,175.83
R-167740-1150	1,211.57	1,964.26	-	3,175.83
R-167740-1155	1,211.57	1,964.26	-	3,175.83
R-167740-1160	1,211.57	1,964.26	-	3,175.83
R-167740-1165	1,211.57	1,964.26	-	3,175.83
R-167740-1170	1,211.57	1,964.26	-	3,175.83
R-167740-1175	1,211.57	1,964.26	-	3,175.83
R-167740-1180	1,211.57	1,964.26	-	3,175.83
R-167740-1185	1,211.57	1,964.26	-	3,175.83
R-167740-1190	1,211.57	1,964.26	-	3,175.83
R-167740-1195	1,211.57	1,964.26	-	3,175.83
R-167740-1196	1,211.57	1,964.26	-	3,175.83
R-167740-1206	1,211.57	1,964.26	-	3,175.83
R-167740-1210	1,211.57	1,964.26	-	3,175.83
R-167740-1215	1,211.57	1,964.26	-	3,175.83
R-167740-1220	1,211.57	1,964.26	-	3,175.83
R-167740-1225	1,211.57	1,964.26	-	3,175.83
R-167740-1230	1,211.57	1,964.26	-	3,175.83
R-167740-1235	1,211.57	1,964.26	-	3,175.83
R-167740-1240	1,211.57	1,964.26	-	3,175.83
R-167740-1245	1,211.57	1,964.26	-	3,175.83
R-167740-1250	1,211.57	1,964.26	-	3,175.83
R-167740-1255	1,211.57	1,964.26	-	3,175.83
R-167740-1260	1,211.57	1,964.26	-	3,175.83
R-167740-1265	1,211.57	1,964.26	-	3,175.83
R-167740-1270	1,211.57	1,964.26	-	3,175.83
R-167740-1275	1,211.57	1,964.26	-	3,175.83
R-167740-1280	1,860.22	2,142.83	-	4,003.05
R-167740-1285	1,860.22	2,142.83	-	4,003.05
R-167740-1290	1,860.22	2,142.83	-	4,003.05
R-167740-1295	1,860.22	2,142.83	-	4,003.05
R-167740-1300	1,860.22	2,142.83	-	4,003.05
R-167740-1305	1,860.22	2,142.83	-	4,003.05



Boggy Branch CDD				
Fiscal Year 2027 Assessment Roll				
STRAP	O&M	Series 2021	Series 2024A1	Total Assessments
R-167740-1310	1,860.22	2,142.83	-	4,003.05
R-167740-1315	1,860.22	2,142.83	-	4,003.05
R-167740-1320	1,860.22	2,142.83	-	4,003.05
R-167740-1325	1,860.22	2,142.83	-	4,003.05
R-167740-1330	1,860.22	2,142.83	-	4,003.05
R-167740-1335	1,860.22	2,142.83	-	4,003.05
R-167740-1340	1,860.22	2,142.83	-	4,003.05
R-167740-1345	1,860.22	2,142.83	-	4,003.05
R-167740-1350	1,860.22	2,142.83	-	4,003.05
R-167740-1355	1,860.22	2,142.83	-	4,003.05
R-167740-1360	1,860.22	-	-	1,860.22
R-167740-1365	1,860.22	1,785.69	-	3,645.91
R-167740-1370	1,860.22	1,785.69	-	3,645.91
R-167740-1375	1,860.22	1,785.69	-	3,645.91
R-167740-1380	1,860.22	1,785.69	-	3,645.91
R-167740-1385	1,860.22	1,785.69	-	3,645.91
R-167740-1390	1,860.22	1,785.69	-	3,645.91
R-167740-1395	1,860.22	1,785.69	-	3,645.91
R-167740-1400	1,860.22	1,785.69	-	3,645.91
R-167740-1405	1,860.22	1,785.69	-	3,645.91
R-167740-1410	1,860.22	1,785.69	-	3,645.91
R-167740-1415	1,860.22	1,785.69	-	3,645.91
R-167740-1420	1,860.22	1,785.69	-	3,645.91
R-167740-1425	1,860.22	1,785.69	-	3,645.91
R-167740-1430	1,860.22	1,785.69	-	3,645.91
R-167740-1435	1,860.22	1,785.69	-	3,645.91
R-167740-1440	1,860.22	1,785.69	-	3,645.91
R-167740-1445	1,860.22	1,785.69	-	3,645.91
R-167740-1450	1,860.22	1,785.69	-	3,645.91
R-167740-1760	1,860.22	2,142.83	-	4,003.05
R-167740-1765	1,860.22	2,142.83	-	4,003.05
R-167740-1770	1,860.22	2,142.83	-	4,003.05
R-167740-1775	1,860.22	2,142.83	-	4,003.05
R-167740-1780	1,860.22	2,142.83	-	4,003.05
R-167740-1785	1,860.22	2,142.83	-	4,003.05
R-167740-1790	1,860.22	2,142.83	-	4,003.05
R-167740-1795	1,860.22	2,142.83	-	4,003.05
R-167740-1800	1,860.22	1,964.26	-	3,824.48
R-167740-1805	1,860.22	1,964.26	-	3,824.48
R-167740-1810	1,860.22	1,964.26	-	3,824.48
R-167740-1815	1,860.22	1,964.26	-	3,824.48
R-167740-1820	1,860.22	1,964.26	-	3,824.48
R-167740-1825	1,860.22	1,964.26	-	3,824.48
R-167740-1830	1,860.22	1,964.26	-	3,824.48
R-167740-1835	1,860.22	1,964.26	-	3,824.48



Boggy Branch CDD				
Fiscal Year 2027 Assessment Roll				
STRAP	O&M	Series 2021	Series 2024A1	Total Assessments
R-167740-1840	1,860.22	1,964.26	-	3,824.48
R-167740-1845	1,860.22	1,964.26	-	3,824.48
R-167740-1850	1,860.22	1,964.26	-	3,824.48
R-167740-1855	1,211.57	1,964.26	-	3,175.83
R-167740-1860	1,211.57	1,964.26	-	3,175.83
R-167740-1865	1,211.57	1,964.26	-	3,175.83
R-167740-1870	1,211.57	1,964.26	-	3,175.83
R-167740-1875	1,211.57	1,964.26	-	3,175.83
R-167740-1880	1,211.57	1,964.26	-	3,175.83
R-167740-1885	1,211.57	1,964.26	-	3,175.83
R-167740-1890	1,211.57	1,964.26	-	3,175.83
R-167740-1895	1,211.57	1,964.26	-	3,175.83
R-167740-1900	1,211.57	1,964.26	-	3,175.83
R-167740-1905	1,860.22	1,785.69	-	3,645.91
R-167740-1910	1,860.22	1,785.69	-	3,645.91
R-167740-1915	1,860.22	1,785.69	-	3,645.91
R-167740-1920	1,860.22	1,785.69	-	3,645.91
R-167740-1925	1,860.22	1,785.69	-	3,645.91
R-167740-1930	1,860.22	1,785.69	-	3,645.91
R-167740-1935	1,860.22	1,785.69	-	3,645.91
R-167740-1940	1,860.22	1,785.69	-	3,645.91
R-167740-1945	1,860.22	1,964.26	-	3,824.48
R-167740-1950	1,860.22	1,964.26	-	3,824.48
R-167740-1955	1,860.22	1,964.26	-	3,824.48
R-167740-1960	1,860.22	1,964.26	-	3,824.48
R-167740-1965	1,860.22	1,964.26	-	3,824.48
R-167740-1970	1,860.22	1,964.26	-	3,824.48
R-167740-1975	1,860.22	1,964.26	-	3,824.48
R-167740-1980	1,860.22	1,964.26	-	3,824.48
R-167740-1985	1,860.22	1,964.26	-	3,824.48
R-167740-1990	1,860.22	1,964.26	-	3,824.48
R-167740-1995	1,860.22	1,964.26	-	3,824.48
R-167740-2000	1,860.22	1,964.26	-	3,824.48
R-167740-2005	1,860.22	1,964.26	-	3,824.48
R-167740-2010	1,860.22	1,964.26	-	3,824.48
R-167740-2015	1,860.22	1,964.26	-	3,824.48
R-167740-2020	1,860.22	1,964.26	-	3,824.48
R-167740-2025	1,860.22	1,964.26	-	3,824.48
R-167740-2030	1,860.22	1,964.26	-	3,824.48
R-167740-2035	1,860.22	1,785.69	-	3,645.91
R-167740-2040	1,860.22	1,785.69	-	3,645.91
R-167740-2045	1,860.22	1,785.69	-	3,645.91
R-167740-2050	1,860.22	1,785.69	-	3,645.91
R-167740-2055	1,860.22	1,785.69	-	3,645.91
R-167740-2060	1,860.22	1,785.69	-	3,645.91



Boggy Branch CDD				
Fiscal Year 2027 Assessment Roll				
STRAP	O&M	Series 2021	Series 2024A1	Total Assessments
R-167740-2065	1,860.22	1,785.69	-	3,645.91
R-167740-2070	1,860.22	1,785.69	-	3,645.91
R-167740-2075	1,860.22	1,785.69	-	3,645.91
R-167740-2080	1,860.22	1,785.69	-	3,645.91
R-167740-2085	1,211.57	1,785.69	-	2,997.26
R-167740-2090	1,211.57	1,785.69	-	2,997.26
R-167740-2095	1,211.57	1,785.69	-	2,997.26
R-167740-2100	1,211.57	1,785.69	-	2,997.26
R-167740-2105	1,211.57	1,785.69	-	2,997.26
R-167740-2110	1,211.57	1,785.69	-	2,997.26
R-167740-2115	1,211.57	1,785.69	-	2,997.26
R-167740-2120	1,211.57	1,785.69	-	2,997.26
R-167740-2125	1,211.57	1,785.69	-	2,997.26
R-167740-2130	1,211.57	1,785.69	-	2,997.26
R-167740-2135	1,211.57	1,785.69	-	2,997.26
R-167740-2140	1,211.57	1,785.69	-	2,997.26
R-167740-2145	1,211.57	1,785.69	-	2,997.26
R-167740-2150	1,211.57	1,785.69	-	2,997.26
R-167740-2155	1,211.57	1,785.69	-	2,997.26
R-167740-2160	1,211.57	1,785.69	-	2,997.26
R-167740-2165	1,211.57	1,785.69	-	2,997.26
R-167740-2170	1,211.57	1,785.69	-	2,997.26
R-167740-2175	1,211.57	1,785.69	-	2,997.26
R-167740-2180	1,211.57	1,785.69	-	2,997.26
R-167740-2185	1,211.57	1,785.69	-	2,997.26
R-167740-2190	1,211.57	1,785.69	-	2,997.26
R-167740-2195	1,211.57	1,785.69	-	2,997.26
R-167740-2200	1,211.57	1,785.69	-	2,997.26
R-167740-2205	1,211.57	1,785.69	-	2,997.26
R-167740-2210	1,211.57	1,785.69	-	2,997.26
R-167740-2215	1,211.57	1,785.69	-	2,997.26
R-167740-2220	1,211.57	1,785.69	-	2,997.26
R-167740-2225	1,211.57	1,785.69	-	2,997.26
R-167740-2230	1,211.57	1,785.69	-	2,997.26
R-167740-2235	1,211.57	1,785.69	-	2,997.26
R-167740-2240	1,211.57	1,964.26	-	3,175.83
R-167740-2245	1,211.57	1,964.26	-	3,175.83
R-167740-2250	1,211.57	1,964.26	-	3,175.83
R-167740-2255	1,211.57	1,964.26	-	3,175.83
R-167740-2260	1,211.57	1,964.26	-	3,175.83
R-167740-2265	1,211.57	1,964.26	-	3,175.83
R-167740-2270	1,211.57	1,964.26	-	3,175.83
R-167740-2275	1,211.57	1,964.26	-	3,175.83
R-167740-2280	1,860.22	1,785.69	-	3,645.91
R-167740-2285	1,860.22	1,785.69	-	3,645.91



Boggy Branch CDD				
Fiscal Year 2027 Assessment Roll				
STRAP	O&M	Series 2021	Series 2024A1	Total Assessments
R-167740-2290	1,860.22	1,785.69	-	3,645.91
R-167740-2295	1,860.22	1,785.69	-	3,645.91
R-167740-2300	1,860.22	1,785.69	-	3,645.91
R-167740-2305	1,860.22	1,785.69	-	3,645.91
R-167740-2310	1,860.22	1,785.69	-	3,645.91
R-167740-2315	1,860.22	1,785.69	-	3,645.91
R-167740-2320	1,860.22	1,785.69	-	3,645.91
R-167740-2325	1,860.22	1,785.69	-	3,645.91
R-167740-2330	1,860.22	1,785.69	-	3,645.91
R-167740-2335	1,860.22	2,142.83	-	4,003.05
R-167740-2340	1,860.22	2,142.83	-	4,003.05
R-167740-2345	1,860.22	2,142.83	-	4,003.05
R-167740-2350	1,860.22	2,142.83	-	4,003.05
R-167740-2355	1,860.22	2,142.83	-	4,003.05
R-167740-2360	1,860.22	2,142.83	-	4,003.05
R-167740-2365	1,860.22	2,142.83	-	4,003.05
R-167740-2370	1,860.22	2,142.83	-	4,003.05
R-167740-2375	1,860.22	2,142.83	-	4,003.05
R-167740-2380	1,860.22	2,142.83	-	4,003.05
R-167740-2385	1,860.22	2,142.83	-	4,003.05
R-167740-2390	1,860.22	2,142.83	-	4,003.05
R-167740-2395	1,860.22	2,142.83	-	4,003.05
R-167740-2400	1,860.22	2,142.83	-	4,003.05
R-167740-2405	1,860.22	1,964.26	-	3,824.48
R-167740-2410	1,860.22	1,964.26	-	3,824.48
R-167740-2415	1,860.22	1,964.26	-	3,824.48
R-167740-2420	1,860.22	1,964.26	-	3,824.48
R-167740-2425	1,860.22	1,964.26	-	3,824.48
R-167740-2430	1,860.22	1,964.26	-	3,824.48
R-167740-2435	1,860.22	1,964.26	-	3,824.48
R-167740-2440	1,860.22	1,964.26	-	3,824.48
R-167740-2445	1,860.22	1,964.26	-	3,824.48
R-167740-2450	1,860.22	1,964.26	-	3,824.48
R-167740-2455	1,860.22	1,964.26	-	3,824.48
R-167740-2460	1,211.57	1,964.26	-	3,175.83
R-167740-2465	1,211.57	1,964.26	-	3,175.83
R-167740-2470	1,211.57	1,964.26	-	3,175.83
R-167740-2475	1,860.22	1,964.26	-	3,824.48
R-167740-2480	1,860.22	1,964.26	-	3,824.48
R-167740-2485	1,860.22	1,964.26	-	3,824.48
R-167740-2490	1,860.22	1,964.26	-	3,824.48
R-167740-2495	1,211.57	1,964.26	-	3,175.83
R-167740-2500	1,211.57	1,964.26	-	3,175.83
R-167740-2505	1,211.57	1,964.26	-	3,175.83
R-167740-2510	1,211.57	1,964.26	-	3,175.83



Boggy Branch CDD				
Fiscal Year 2027 Assessment Roll				
STRAP	O&M	Series 2021	Series 2024A1	Total Assessments
R-167740-2515	1,211.57	1,964.26	-	3,175.83
R-167740-2520	1,211.57	1,964.26	-	3,175.83
R-167740-2525	1,211.57	1,964.26	-	3,175.83
R-167740-2530	1,211.57	1,964.26	-	3,175.83
R-167740-2535	1,211.57	1,964.26	-	3,175.83
R-167740-2540	1,211.57	1,964.26	-	3,175.83
R-167740-2545	1,211.57	1,964.26	-	3,175.83
R-167740-2550	1,211.57	1,964.26	-	3,175.83
R-167740-2555	1,211.57	1,964.26	-	3,175.83
R-167740-2560	1,211.57	1,964.26	-	3,175.83
R-167740-2565	1,211.57	1,964.26	-	3,175.83
R-167740-2570	1,211.57	1,964.26	-	3,175.83
R-167740-2760	1,211.57	1,339.26	-	2,550.83
R-167740-2765	1,211.57	1,339.26	-	2,550.83
R-167740-2770	1,211.57	1,339.26	-	2,550.83
R-167740-2775	1,211.57	1,339.26	-	2,550.83
R-167740-2780	1,211.57	1,339.26	-	2,550.83
R-167740-2785	1,211.57	1,339.26	-	2,550.83
R-167740-2790	1,211.57	1,339.26	-	2,550.83
R-167740-2795	1,211.57	1,339.26	-	2,550.83
R-167740-2800	1,211.57	1,339.26	-	2,550.83
R-167740-2805	1,211.57	1,339.26	-	2,550.83
R-167740-2810	1,211.57	1,339.26	-	2,550.83
R-167740-2815	1,211.57	1,339.26	-	2,550.83
R-167740-2820	1,211.57	1,339.26	-	2,550.83
R-167740-2825	1,211.57	1,339.26	-	2,550.83
R-167740-2830	1,211.57	1,339.26	-	2,550.83
R-167740-2835	1,211.57	1,339.26	-	2,550.83
R-167740-2840	1,211.57	1,339.26	-	2,550.83
R-167740-2845	1,211.57	1,339.26	-	2,550.83
R-167740-2850	1,211.57	1,339.26	-	2,550.83
R-167740-2855	1,211.57	1,339.26	-	2,550.83
R-167740-2860	1,211.57	1,339.26	-	2,550.83
R-167740-2865	1,211.57	1,339.26	-	2,550.83
R-167740-2870	1,211.57	1,339.26	-	2,550.83
R-167740-2875	1,211.57	1,339.26	-	2,550.83
R-167740-2880	1,211.57	1,339.26	-	2,550.83
R-167740-2885	1,211.57	1,339.26	-	2,550.83
R-167740-2890	1,211.57	1,339.26	-	2,550.83
R-167740-2895	1,211.57	1,339.26	-	2,550.83
R-167740-2900	1,211.57	1,339.26	-	2,550.83
R-167740-2905	1,211.57	1,339.26	-	2,550.83
R-167740-2910	1,211.57	1,339.26	-	2,550.83
R-167740-2915	1,211.57	1,339.26	-	2,550.83
R-167740-2920	1,211.57	1,339.26	-	2,550.83



Boggy Branch CDD				
Fiscal Year 2027 Assessment Roll				
STRAP	O&M	Series 2021	Series 2024A1	Total Assessments
R-167740-2925	1,211.57	1,339.26	-	2,550.83
R-167740-2930	1,211.57	1,964.26	-	3,175.83
R-167740-2935	1,211.57	1,964.26	-	3,175.83
R-167740-2940	1,211.57	1,964.26	-	3,175.83
R-167740-2945	1,211.57	1,964.26	-	3,175.83
R-167740-2950	1,211.57	1,964.26	-	3,175.83
R-167740-2955	1,211.57	1,964.26	-	3,175.83
R-167740-2960	1,211.57	1,964.26	-	3,175.83
R-167740-2965	1,211.57	1,964.26	-	3,175.83
R-167740-2970	1,211.57	1,964.26	-	3,175.83
R-167740-2975	1,211.57	1,964.26	-	3,175.83
R-167740-2980	1,211.57	1,964.26	-	3,175.83
R-167740-2985	1,211.57	1,964.26	-	3,175.83
R-167740-2990	1,211.57	1,964.26	-	3,175.83
R-167740-2995	1,211.57	1,964.26	-	3,175.83
R-167740-3000	1,211.57	1,964.26	-	3,175.83
R-167740-3005	1,211.57	1,964.26	-	3,175.83
R-167740-3010	1,211.57	1,964.26	-	3,175.83
R-167740-3015	1,211.57	1,964.26	-	3,175.83
R-167740-3020	1,211.57	1,964.26	-	3,175.83
R-167740-3025	1,211.57	1,964.26	-	3,175.83
R-167740-3030	1,211.57	1,964.26	-	3,175.83
R-167740-3035	1,211.57	1,964.26	-	3,175.83
R-167740-3040	1,211.57	1,964.26	-	3,175.83
R-167740-3045	1,211.57	1,964.26	-	3,175.83
R-167740-3050	1,211.57	1,964.26	-	3,175.83
R-167740-3055	1,211.57	1,964.26	-	3,175.83
R-167740-3060	1,211.57	1,964.26	-	3,175.83
R-167740-3065	1,211.57	1,964.26	-	3,175.83
R-167740-3070	1,211.57	1,964.26	-	3,175.83
R-167740-3075	1,211.57	1,785.69	-	2,997.26
R-167740-3080	1,211.57	1,785.69	-	2,997.26
R-167740-3085	1,211.57	1,785.69	-	2,997.26
R-167740-3090	1,211.57	1,785.69	-	2,997.26
R-167740-3095	1,211.57	1,785.69	-	2,997.26
R-167740-3100	1,211.57	1,785.69	-	2,997.26
R-167740-3105	1,211.57	1,785.69	-	2,997.26
R-167740-3110	1,211.57	1,785.69	-	2,997.26
R-167740-3115	1,860.22	2,142.83	-	4,003.05
R-167740-3120	1,860.22	2,142.83	-	4,003.05
R-167740-3125	1,860.22	1,785.69	-	3,645.91
R-167740-3130	1,860.22	1,785.69	-	3,645.91
R-167740-3135	1,860.22	1,785.69	-	3,645.91
R-167740-3140	1,860.22	1,785.69	-	3,645.91
R-167740-3145	1,860.22	1,607.12	-	3,467.34



Boggy Branch CDD				
Fiscal Year 2027 Assessment Roll				
STRAP	O&M	Series 2021	Series 2024A1	Total Assessments
R-167740-3150	1,860.22	1,607.12	-	3,467.34
R-167740-3155	1,860.22	1,607.12	-	3,467.34
R-167740-3160	1,860.22	1,607.12	-	3,467.34
R-167740-3165	1,860.22	1,607.12	-	3,467.34
R-167740-3170	1,860.22	1,607.12	-	3,467.34
R-167740-3175	1,860.22	1,607.12	-	3,467.34
R-167740-3180	1,860.22	1,964.26	-	3,824.48
R-167740-3185	1,860.22	1,964.26	-	3,824.48
R-167740-3190	1,860.22	1,964.26	-	3,824.48
R-167740-3195	1,860.22	1,785.69	-	3,645.91
R-167740-3200	1,860.22	1,785.69	-	3,645.91
R-167740-3205	1,860.22	1,785.69	-	3,645.91
R-167740-3210	1,860.22	1,785.69	-	3,645.91
R-167740-3215	1,860.22	1,785.69	-	3,645.91
R-167740-3220	1,860.22	1,785.69	-	3,645.91
R-167740-3225	1,860.22	1,785.69	-	3,645.91
R-167740-3230	1,860.22	1,785.69	-	3,645.91
R-167740-3235	1,860.22	1,785.69	-	3,645.91
R-167740-3240	1,860.22	1,607.12	-	3,467.34
R-167740-3245	1,860.22	1,607.12	-	3,467.34
R-167740-3250	1,860.22	1,607.12	-	3,467.34
R-167740-3255	1,860.22	1,607.12	-	3,467.34
R-167740-3260	1,860.22	1,607.12	-	3,467.34
R-167740-3265	1,860.22	1,607.12	-	3,467.34
R-167740-3270	1,860.22	1,607.12	-	3,467.34
R-167740-3275	1,860.22	1,607.12	-	3,467.34
R-167740-3280	1,860.22	1,607.12	-	3,467.34
R-167740-3285	1,860.22	1,607.12	-	3,467.34
R-167740-3290	1,860.22	1,607.12	-	3,467.34
R-167740-3295	1,860.22	1,607.12	-	3,467.34
R-167740-3300	1,211.57	1,607.12	-	2,818.69



Boggy Branch CDD				
Fiscal Year 2027 Assessment Roll				
STRAP	O&M	Series 2021	Series 2024A1	Total Assessments
R-167740-3305	1,211.57	1,607.12	-	2,818.69
R-167740-3310	1,211.57	1,607.12	-	2,818.69
R-167740-3315	1,211.57	1,607.12	-	2,818.69
R-167740-3320	1,211.57	1,607.12	-	2,818.69
R-167740-3325	1,211.57	1,607.12	-	2,818.69
R-167740-3330	1,211.57	1,607.12	-	2,818.69
R-167740-3335	1,211.57	1,607.12	-	2,818.69
R-167740-3340	1,211.57	1,607.12	-	2,818.69
R-167740-3345	1,211.57	1,607.12	-	2,818.69
R-167740-3350	1,211.57	1,607.12	-	2,818.69
R-167740-3355	1,211.57	1,607.12	-	2,818.69
R-167740-3360	1,211.57	1,607.12	-	2,818.69
R-167740-3365	1,211.57	1,607.12	-	2,818.69
R-167740-3370	1,211.57	1,607.12	-	2,818.69
R-167740-3375	1,211.57	1,607.12	-	2,818.69
R-167740-3380	1,211.57	1,607.12	-	2,818.69
R-167740-3385	1,211.57	1,607.12	-	2,818.69
R-167740-3390	1,211.57	1,607.12	-	2,818.69
R-167740-3395	1,211.57	1,607.12	-	2,818.69
R-167740-3400	1,211.57	1,607.12	-	2,818.69
R-167740-3405	1,211.57	1,607.12	-	2,818.69
R-167740-3410	1,211.57	1,607.12	-	2,818.69
R-167740-3415	1,211.57	1,607.12	-	2,818.69
R-167740-3420	1,211.57	1,607.12	-	2,818.69
R-167740-3425	1,211.57	1,607.12	-	2,818.69
R-167740-3430	1,211.57	1,607.12	-	2,818.69
R-167740-3435	1,211.57	1,607.12	-	2,818.69
R-167740-3440	1,211.57	1,607.12	-	2,818.69
R-167740-3445	1,211.57	1,607.12	-	2,818.69
R-167740-3450	1,211.57	1,607.12	-	2,818.69
R-167740-3455	1,211.57	1,607.12	-	2,818.69
R-167740-3460	1,211.57	1,607.12	-	2,818.69
R-167740-3470	1,211.57	1,785.69	-	2,997.26
R-167740-3475	1,211.57	1,785.69	-	2,997.26
R-167740-3480	1,211.57	1,785.69	-	2,997.26
R-167740-3485	1,211.57	1,785.69	-	2,997.26
R-167740-3490	1,211.57	1,785.69	-	2,997.26
R-167740-3495	1,211.57	1,785.69	-	2,997.26
R-167740-3500	1,211.57	1,785.69	-	2,997.26
R-167740-3505	1,860.22	1,964.26	-	3,824.48
	1,211.57	1,785.69	-	2,997.26
	1,860.22	-	1,792.53	3,652.75
	1,014,510.81	890,702.14	307,957.26	2,213,170.21
	76,088.31	66,802.66	23,096.79	165,987.77
	938,422.50	823,899.48	284,860.47	2,047,182.44



Boggy Branch Community Development District

**Consideration of Resolution 2026-10,
Adopting the Annual Meeting Schedule
for Fiscal Year 2026/2027**

RESOLUTION 2026-10

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL
YEAR 2026-2027**

WHEREAS, the Boggy Branch Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 2004-423, Laws of Florida; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District's meetings; and

WHEREAS, the Board has proposed the Fiscal Year 2026-2027 annual meeting schedule as attached in **Exhibit A**;

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF
THE BOGGY BRANCH COMMUNITY DEVELOPMENT
DISTRICT**

1. The Fiscal Year 2026-2027 annual public meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and will be published in accordance with the requirements of Florida law.

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 16TH DAY OF JULY 2026.

ATTEST:

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair

EXHIBIT "A"

**BOARD OF SUPERVISORS' MEETING DATES
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025-2026**

October 15, 2026
January 21, 2027
April 15, 2027
July 15, 2027

All meetings will convene at 12:00 p.m. at 14785 Old St. Augustine Road, Suite 3, Jacksonville, FL, 32258



Boggy Branch Community Development District

**Consideration of Resolution 2026-11, Adopting
Goals, Objectives, and Performance Measures
and Standards for Fiscal Year 2026/2027**

RESOLUTION 2026-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, Florida Statutes; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2026, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 16th day of July 2026.

ATTEST:

**BOGGY BRANCH COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A

Exhibit A:

Boggy Branch Community Development District

Goals, Objectives and Annual Reporting Form

Performance Measures/Standards & Annual Reporting Form

October 1, 2026 – September 30, 2027

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Financial Transparency and Accountability

Goal 2.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 2.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 2.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

District Manager: _____

Date: _____

Print Name: _____



Boggy Branch Community Development District

**Consideration of Resolution 2026-12,
Designating Date, Time and Place of Public
Hearing on Adoption of Rules of Procedure
[suggested date October 15, 2026]**

RESOLUTION 2026-12

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
BOGGY BRANCH 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, Boggy Branch Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Jacksonville, Duval County, Florida; and

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

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

SECTION 1. A Public Hearing will be held to adopt the District’s Rules of Procedure on _____, 2026, at ____:____.m., at _____.

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

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

PASSED AND ADOPTED this 16th day of July 2026.

ATTEST:

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

RULES OF PROCEDURE

COMMUNITY DEVELOPMENT DISTRICT

RULE NO.

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

- (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 ~~electronic mail~~-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation ~~in~~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~~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.
- (67) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “voting conflict of interest” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, [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 ~~no~~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 ~~in~~within the county or counties in which the District ~~and is~~ located. A newspaper is deemed to be a newspaper of "general circulation" in the county in which the District is located. ~~"General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public~~ 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 ~~in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week~~ 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.”
- (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 ~~any~~ 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.

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

Call to order
Roll call
Public ~~comment~~ 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

~~Public comment~~

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation 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.
- (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)~~ (1) Internal Controls. The District shall establish and maintain internal controls designed to:

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

(b) Florida Statutes; and

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

~~(c)~~ (d) Support economical and efficient operations; and

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

~~(e)~~ (f) Safeguard assets.

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

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

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

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, 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 ~~notice~~ 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 (~~“Rule”~~). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) 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;
 - (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.
- (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.
- (~~24~~) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a ~~Rule~~rule, the District shall provide notice of the development of a proposed rule ~~by publication of a~~ (“Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a—”) setting forth the following:

- (i) the subject area to be addressed by rule development;
- (ii) A short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule;
- (iii) The grant of rulemaking authority for the proposed rule;
- (iv) The law being implemented;
- (v) The proposed rule number; and

~~and include~~ (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, if available of such rule or documents.

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

~~(35)~~ Notice of ~~Proceedings and Proposed Rules~~Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall ~~give~~provide notice of its intended action; (the “Notice of Rulemaking”) ~~setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a~~ the following:
- (i) A short, plain explanation of the purpose and effect of the proposed rule;

- (ii) The proposed rule number;
- (iii) A summary of the proposed rule or amendment;
- (v) The grant of rulemaking authority for the proposed rule;
- (vi) The law being implemented or interpreted;
- (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;
- (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, ~~and a~~ that describes the regulatory impact of the rule in readable language;
- (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. ~~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~~ ;
- (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 (2)~~ Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.

- (b) The ~~notice~~Notice of Rulemaking shall be published in a newspaper of general circulation ~~in within~~ the ~~District and each~~ county or counties in which the District is located ~~not less than~~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. ~~The proposed rule shall be available for inspection and copying by the public at the time~~ If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of ~~notice~~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.
- ~~(c)~~ (c) The ~~notice~~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 ~~prior to such mailing~~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 ~~by mail of District~~of the District's rulemaking proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address or e-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.
- (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.

(48) Rule Development Workshops.

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

- (5a) ~~Petitions to Initiate Rulemaking~~—All Petitions to Initiate Rulemaking ~~proceedings~~ Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. ~~Not later than sixty (60) calendar~~ District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

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

(c) 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~~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 policy~~proposed rule~~ on a case-by-case basis, as contrasted with its formal adoption as a rule. ~~However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.~~

~~(6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:~~

(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.

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

(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.

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

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

~~(c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and~~

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.

(~~d~~10) ~~The published notice~~Public Hearing.

(~~7~~a) ~~Hearing.~~—The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the ~~notice described in section (3) of this Rule~~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. ~~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. 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.

(11) Emergency Rule Adoption.

(~~8~~a) ~~Emergency Rule Adoption.~~—The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. ~~Prior to the adoption of an emergency~~

~~rule, or if the Legislature authorizes the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of to adopt emergency rules shall be published as soon as possible in a newspaper of general circulation in the District.~~ The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District ~~and otherwise complies with these provisions.~~

(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.
- (912) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation ~~in~~ within the county or counties in which the District is located.
- (4013) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. ~~The 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, ~~if~~ as applicable:
 - (a) ~~The texts~~ A copy of the ~~proposed rule and the adopted~~ rule;
 - (b) ~~All notices given for a proposed~~ Any material incorporated by reference in the rule;

- (c) ~~Any~~A detailed written statement of ~~estimated regulatory costs for the~~the facts and circumstances justifying the proposed rule;
- (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;
- (~~d~~e) A ~~written summary of hearings, if any, on~~statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
- (e) ~~All written comments received by the District and responses to those written comments; and~~
- (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
- (~~f~~g) ~~All notices and findings pertaining to~~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.

(~~11~~14) Petitions to Challenge ~~Existing~~ Rules.

- (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.

- (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) ~~Within 30 days after~~At the hearing, the ~~hearing officer shall render a decision and state the reasons therefor in writing.~~ 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.
- (e) Hearings held under this section shall be de novo in nature. ~~The~~ 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. ~~The~~ During the hearing, the hearing officer may:
- (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) ~~The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.~~

(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 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.

~~(1215)~~ Variances 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. Variances and waivers from District rules may be granted subject to the following:

- (a) Variances 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~~rule may file a petition with the District, requesting a variance or waiver from the District’s ~~Rule~~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~~rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the ~~petitioner's~~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~~District's action. The District shall maintain a record of the type and disposition of each petition filed.
- (~~13~~16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. ~~Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.~~

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

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

Rule 3.0 Competitive Purchase.

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

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

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

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

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

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

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

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

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

Rule 3.1 Procedure Under the Consultants¹ Competitive Negotiations Act.

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

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

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation ~~in~~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~~consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all ~~consultants~~ ~~by proposers by e-mail (with a delivery and read receipt),~~ United States Mail, hand delivery, ~~facsimile,~~ 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.

(5) Competitive Negotiation.

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “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)~~ Definitions.

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

~~(2)~~ (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section ~~(43)~~ of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

~~(3)~~ (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section ~~(43)~~ of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

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

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

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

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

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

~~(4)~~ (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section ~~(32)~~ of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation ~~in the District and~~ 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.

~~(5)~~ (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.

- ~~(6)~~ (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 ~~(32)~~(3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

~~(7)~~ (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.

~~(8)~~ (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.

~~(9)~~ (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, ~~facsimile,~~ 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.

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)~~ (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - ~~(b)~~ (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.
 - ~~(c)~~ (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)~~ (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - ~~(e)~~ (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)~~ (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - ~~(g)~~ (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)~~ (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all ~~bidders by~~ proposers by e-mail (with a delivery and read receipt), United States Mail, ~~by~~ hand delivery, or ~~by~~ 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.

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)~~ (a) The Board shall cause to be prepared a Request for Qualifications.
 - ~~(b)~~ (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - ~~(c)~~ (c) The Request for Qualifications 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~~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).
 - ~~(d)~~ (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by ~~electronic mail~~e-mail, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - ~~(e)~~ (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.

- (~~j~~k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all ~~vendors by~~proposers by e-mail (with a delivery and read receipt), United States Mail, ~~electronic mail~~, hand delivery, ~~facsimile~~, 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.

(2) ~~(3)~~ Suspension, Revocation, or Denial of Qualification

- ~~(a)~~(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.~~ (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - ~~ii.~~ (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.~~ (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.~~ (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.~~ (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.~~ (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
 - ~~vii.~~ (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.~~ (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.~~ (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - ~~x.~~ (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.~~ (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.~~ (xii) The vendor or affiliate(s) has been convicted of a contract crime.
- ~~1.~~ 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.~~ 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)~~ (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.
- ~~(e)~~ (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)~~ (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- ~~(e)~~ (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.~~ (i) Impacts on project schedule, cost, or quality of work;
- ~~ii.~~ (ii) Unsafe conditions allowed to exist;
- ~~iii.~~ (iii) Complaints from the public;
- ~~iv.~~ (iv) Delay or interference with the bidding process;
- ~~v.~~ (v) The potential for repetition;
- ~~vi.~~ (vi) Integrity of the public contracting process;
- ~~vii.~~ (vii) Effect on the health, safety, and welfare of the public.

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

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation ~~in the District and in~~ 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, ~~faesimile~~, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by ~~electronic mail~~ e-mail, United States Mail, hand delivery, or ~~faesimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

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

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

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

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

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

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) 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

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

- (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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~faesimile~~, 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.
- ~~(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.~~
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation ~~in~~within the county in which the ~~District~~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.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by ~~electronic mail~~email, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

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

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

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

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

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

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board ~~should~~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.

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)~~ (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - ~~(b)~~ (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)~~ (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by ~~electronic mail~~ e-mail, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - ~~(d)~~ (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all ~~vendors by~~ proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, 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

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all ~~vendors by~~ proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~faesimile,~~ 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.

[Link-to-previous setting changed from off in original to on in modified.]

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

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

[Link-to-previous setting changed from off in original to on in modified.]

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

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 ~~electronic mail~~e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via ~~facsimile~~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.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;

- (c) Regulate the course of the hearing, including any pre-hearing matters;
- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

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

- ~~(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.~~
- ~~(65)~~ 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.
- (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.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- ~~(78)~~ Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

[Link-to-previous setting changed from off in original to on in modified.]

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

Law Implemented: §§ [120.69\(2\)\(a\)](#), 190.033, Fla. Stat.

[Link-to-previous setting changed from off in original to on in modified.]

[Link-to-previous setting changed from off in original to on in modified.]

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2025, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

[Link-to-previous setting changed from off in original to on in modified.]

Summary report: Litera Compare for Word 11.12.0.83 Document comparison done on 6/23/2026 8:13:57 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4899-8735-7091/1/Pre-2026 Rules of Procedure (Form).docx	
Modified DMS: nd://4929-0681-0794/1/FORM Rules of Procedure - No Rule Review (5.8.2026).docx	
Changes:	
<u>Add</u>	378
Delete	263
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	641



Boggy Branch Community Development District

**Consideration of Resolution 2026-13,
Declaring Vacancies on the Board
for Seat 3 and Seat 5**

RESOLUTION 2026-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY IN SEATS 3 AND 5 OF THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on November 3, 2026, two (2) members of the Board of Supervisors (“**Board**”) are to be elected by “**Qualified Electors**,” as that term is defined in Section 190.003, Florida Statutes; and

WHEREAS, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

WHEREAS, at the close of the qualifying period, no one qualified to run for Seats 3 and 5; and

WHEREAS, pursuant to Section 190.006(3)(b), Florida Statutes, the Board shall declare these seats vacant, effective the second Tuesday following the general election; and

WHEREAS, Qualified Electors are to be appointed to the vacant seats within 90 days thereafter; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seats available for election as vacant.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following seats are hereby declared vacant effective as of November 3, 2026:

Seat #3 (currently held by James Stowers)
Seat #5 (currently held by KC Middleton)

SECTION 2. Until such time as the District Board nominates Qualified Electors to fill the vacancies declared in Section 1 above, the incumbent Board Supervisors of those respective seats shall remain in office.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 16th day of July 2026.

ATTEST:

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson



Boggy Branch Community Development District

**Consideration of Verdego Addendum to
Landscape Maintenance Service Agreement for
Not-To-Exceed Authorization Related to
Hurricane/Storm Cleanup**



6200 SR-13, St. Augustine, FL 32092
904-797-7474

ADDENDUM TO LANDSCAPE SERVICE AGREEMENT
Hurricane/Storm Cleanup – Do Not Exceed Authorization

This Addendum is made part of and incorporated into the Landscape Service Agreement (“Agreement”) between **VerdeGo Landscape** (“Contractor”) and **Boggy Branch CDD** (“Client”) for the property known as _____.

Purpose

To establish a *Do Not Exceed* (“DNE”) amount for emergency cleanup services following a hurricane or severe storm event, allowing Contractor to promptly begin cleanup efforts to restore safety and accessibility to the property without requiring prior written approval.

Terms

1. Authorization Limit

Client hereby authorizes Contractor to perform post-storm cleanup services up to a total cost of \$_____ per storm event without additional approval. Costs include labor, equipment, hauling, and disposal fees.

2. Scope of Services

This authorization applies only to storm-related cleanup services, which may include, but are not limited to:

- Removal of downed limbs, branches, and landscape debris
- Clearing of entrances, sidewalks, and roadways for safe access
- Emergency pruning of damaged or hazardous trees (excluding removals that exceed the DNE amount)
- Hauling and disposal of storm debris

3. Exceeding the DNE Amount

If estimated costs are expected to exceed the DNE amount, Contractor will provide a written estimate and obtain Client approval before proceeding further.

4. Reporting

All cleanup services performed under this Addendum will be documented on the service report or invoice, detailing the work performed, date(s) of service, and cost.

5. Term

This Addendum will remain in effect for the duration of the 2026 Hurricane Season (June 1 – November 30) unless modified in writing and signed by both parties.

Acknowledgement

By signing below, the undersigned acknowledge and agree to the terms of this Addendum.

Client:

Name: _____

Signature: _____ Date: _____

Contractor:

Name: _____

Signature: _____ Date: _____



Boggy Branch Community Development District

Review & Acceptance of Fiscal Year 2025 Audit Report



June 23, 2026

To the Board of Supervisors
Boggy Branch Community Development District
City of Jacksonville, Florida

We have audited the financial statements of Boggy Branch Community Development District ("District") as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated June 23, 2026. Professional standards require that we advise you of the following matters relating to our audit.

We have also examined the District's compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025 which was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.

Our Responsibility in Relation to the Financial Statement Audit

Our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process.

However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Any findings regarding significant deficiencies or material weaknesses in internal control over financial reporting, material noncompliance, or other matters noted during our audit, **if any**, are communicated in separate reports included in the District's financial report—titled *Independent Auditor's Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards* and *Management Letter Pursuant to the Rules of the Auditor General of the State of Florida*.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm, have complied with all relevant ethical requirements regarding independence.

With respect to financial statement preparation, the following safeguards are in place:

- Management made all decisions and performed all management functions;
- A competent individual was assigned to oversee the services;
- Management evaluated the adequacy of the services performed;
- Management evaluated and accepted responsibility for the result of the service performed; and
- Management established and maintained internal controls, including monitoring ongoing activities.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management is responsible for selecting and applying appropriate accounting policies. A summary of the significant accounting policies adopted by the District is included in Note 2 to the financial statements. There were no new accounting policies adopted and no changes in existing significant accounting policies or their application during the fiscal year, other than those described in Note 2, if any. No matters came to our attention that, under professional standards, we are required to inform you about concerning (1) the methods used to account for significant unusual transactions or (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments normally reflect management's knowledge and experience about past and current events and assumptions about future events.

Certain accounting estimates, if present, may be particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them could differ markedly from management's current judgments.

In connection with our audit, we considered the reasonableness of the accounting estimates used by management. The most sensitive accounting estimate(s) affecting the financial statements **included, as applicable:**

- Management's estimate of the useful lives of capital assets.
- Management's estimate of the liability for employee compensated absences.
- Management's estimate of the Net Other Post-Employment Benefits (OPEB) liability.
- Management's estimate of the Net Pension Liability.

If none of the above estimates or other sensitive estimates were applicable in the current year, this section should be read to indicate that no such significant accounting estimates were identified.

We evaluated the key factors and assumptions used by management to develop the estimate(s) and determined that they were reasonable in relation to the financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the District's financial statements **included, as applicable**:

- Long-term liabilities related to bonds payable and debt service requirements.
- Litigation, claims, and assessments related to pending legal matters; and
- Pension and Other Post-Employment Benefit (OPEB) plan disclosures.

If no such disclosures were identified for the current year, this section should be read to indicate that we did not note any financial statement disclosures involving significant judgment or sensitivity.

Circumstances Affecting the Auditor's Report

Professional standards require us to communicate any circumstances that affect the form or content of our auditor's report. **If applicable**, such circumstances—such as a modification of opinion, an emphasis-of-matter or other-matter paragraph, or a reference to substantial doubt about the District's ability to continue as a going concern—are described in our auditor's report included in the District's financial report. If no such circumstances existed, this section should be read to indicate that our report was unmodified.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Corrected Misstatements

Professional standards require us to communicate all material misstatements identified and corrected during the audit. Management has corrected all misstatements that were identified as a result of our audit procedures. Any such audit adjustments, **if applicable**, are summarized in the accompanying schedule of journal entries. If none were identified, this section should be read to indicate that we did not note any misstatements that were material, individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the District's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

Professional standards require that we obtain certain written representations from management as part of our audit. We have received such representations in a letter. A copy of this letter is available for your review upon request.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the District's auditors.

As noted previously in this letter, any current-year findings identified during our audit are communicated in our separate reports titled *Independent Auditor's Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards* and *Management Letter Pursuant to the Rules of the Auditor General of the State of Florida*. If no findings were identified, this section should be read to indicate that we did not note any additional significant matters or findings requiring communication to those charged with governance.

This report is intended solely for the information and use of the Board of Supervisors and management of the District and is not intended to be and should not be used by anyone other than these specified parties.



Grau & Associates

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025**

**BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Boggy Branch Community Development District
City of Jacksonville, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Boggy Branch Community Development District, City of Jacksonville, Florida ("District") as of and for the fiscal year ended September 30, 2025, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and 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.

In preparing the financial statements, management is required to evaluate 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 twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives 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 opinions. 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 GAAS will always detect a material misstatement when it exists. 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 internal control. Misstatements 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.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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. Accordingly, no such opinion is expressed.
- 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.
- Conclude whether, in our judgment, 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 a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

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

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 23, 2026 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 23, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the Boggy Branch Community Development District, City of Jacksonville, Florida ("District") would like to offer the readers of the District's financial statements this discussion and analysis of the District's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$465,761).
- The change in the District's total net position in comparison with the prior fiscal year was \$274,139, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2025, the District's governmental funds reported combined ending fund balances of \$18,860,818, a decrease of (\$5,261,295) in comparison with the prior fiscal year. A portion of fund balance is restricted for debt services and capital projects, non-spendable for prepaid items, assigned for subsequent year's expenditures and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management), recreation and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION		
SEPTEMBER 30,		
	2025	2024
Current and other assets	\$ 21,266,037	\$ 25,942,542
Capital assets, net of depreciation	49,001,572	37,474,128
Total assets	70,267,609	63,416,670
Current liabilities	3,386,351	2,867,517
Long-term liabilities	67,347,019	61,289,053
Total liabilities	70,733,370	64,156,570
Net investment in capital assets	(18,345,447)	(23,814,925)
Restricted	17,323,554	22,746,777
Unrestricted	556,132	328,248
Total net position	\$ (465,761)	\$ (739,900)

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase is the result of an increase in assessments from the Developer to cover scheduled debt service payments.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2025	2024
Revenues:		
Program revenues		
Charges for services	\$ 8,241,550	\$ 1,422,319
Operating grants and contributions	134,791	114,279
Capital grants and contributions	726,721	714,110
General revenues		
Miscellaneous	9,000	-
Total revenues	9,112,062	2,250,708
Expenses:		
General government	161,782	147,047
Maintenance and operations	364,223	222,469
Conveyance of infrastructure	5,033,653	-
Recreation	792,162	-
Interest	2,486,103	1,766,870
Bond issue costs	-	767,150
Total expenses	8,837,923	2,903,536
Change in net position	274,139	(652,828)
Net position - beginning	(739,900)	(87,072)
Net position - ending	\$ (465,761)	\$ (739,900)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025, was \$8,837,923. The costs of the District's activities were primarily funded by program revenues. Program revenues are comprised primarily of assessments. The remainder of the current fiscal year revenue is interest revenue. The majority of the increase in program revenues is the result of the increase in assessments from the Developer to cover scheduled debt service payments. The increase in current fiscal year expenses is primarily the result of conveyances of completed infrastructure to other entities. Additional information related to the District's capital assets is reflected in the notes to the financial statements.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements.

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2025 was amended to increase appropriations by \$28,799. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2025, the District had \$49,320,812 invested in capital assets. In the government-wide financial statements depreciation of \$319,240 has been taken, which resulted in a net book value of \$49,001,572. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2025, the District had \$46,130,000 Bonds outstanding and \$21,015,010 in Developer advance liability for its governmental activities. At September 30, 2025, the District also reported a lease liability of \$87,211 for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

It is anticipated that the construction of infrastructure and general operations and maintenance of the District will increase as the District is being built out.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide property owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Boggy Branch Community Development District's Finance Department at 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817.

**BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

	Governmental Activities
ASSETS	
Cash	\$ 589,677
Assessments receivable	662,262
Due from Developer	5,000
Interest receivable	60,335
Prepaid items	22,934
Restricted assets:	
Investments	19,925,829
Capital assets:	
Nondepreciable	40,298,629
Depreciable, net	8,702,943
Total assets	<u>70,267,609</u>
LIABILITIES	
Accounts payable	61,479
Contracts and retainage payable	2,343,740
Accrued interest payable	981,132
Non-current liabilities:	
Due within one year	508,373
Due in more than one year	66,838,646
Total liabilities	<u>70,733,370</u>
NET POSITION	
Net investment in capital assets	(18,345,447)
Restricted for debt service	3,857,047
Restricted for capital projects	13,466,507
Unrestricted	556,132
Total net position	<u>\$ (465,761)</u>

See notes to the financial statements

**BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	\$ 161,782	\$ 161,782	\$ -	\$ -	\$ -
Maintenance and operations	364,223	1,079,458	-	726,721	1,441,956
Recreation	792,162	-	-	-	(792,162)
Interest on long-term debt	2,486,103	7,000,310	134,791	-	4,648,998
Conveyance of infrastructure	5,033,653	-	-	-	(5,033,653)
Total governmental activities	8,837,923	8,241,550	134,791	726,721	265,139
General revenues:					
Miscellaneous income					9,000
Total general revenues					9,000
Change in net position					274,139
Net position - beginning					(739,900)
Net position - ending					<u>\$ (465,761)</u>

See notes to the financial statements

**BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
ASSETS				
Cash	\$ 589,677	\$ -	-	\$ 589,677
Investments	-	4,163,521	15,762,308	19,925,829
Assessments receivable	-	662,262	-	662,262
Due from Developer	5,000	-	-	5,000
Interest receivable	-	12,396	47,939	60,335
Prepaid items	22,934	-	-	22,934
Total assets	\$ 617,611	\$ 4,838,179	\$ 15,810,247	\$ 21,266,037
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 61,479	\$ -	\$ -	\$ 61,479
Contracts and retainage payable	-	-	2,343,740	2,343,740
Total liabilities	61,479	-	2,343,740	2,405,219
Fund balances:				
Nonspendable:				
Prepaid items	22,934	-	-	22,934
Restricted for:				
Debt service	-	4,838,179	-	4,838,179
Capital projects	-	-	13,466,507	13,466,507
Assigned for:				
Subsequent year's expenditures	140,979	-	-	140,979
Unassigned	392,219	-	-	392,219
Total fund balances	556,132	4,838,179	13,466,507	18,860,818
Total liabilities and fund balances	\$ 617,611	\$ 4,838,179	\$ 15,810,247	\$ 21,266,037

See notes to the financial statements

**BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
RECONCILIATION OF THE BALANCE SHEET –
GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

Total fund balances - governmental funds	\$ 18,860,818
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets in the net position of the government as a whole.

Cost of capital assets	49,320,812	
Accumulated depreciation	<u>(319,240)</u>	49,001,572

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(981,132)	
Long-term liabilities	<u>(67,347,019)</u>	<u>(68,328,151)</u>
Net position of governmental activities		<u><u>\$ (465,761)</u></u>

See notes to the financial statements

**BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Assessments	\$ 1,241,240	7,000,310	\$ -	\$ 8,241,550
Interest income	-	134,791	726,721	861,512
Miscellaneous income	9,000	-	-	9,000
Total revenues	1,250,240	7,135,101	726,721	9,112,062
EXPENDITURES				
Current:				
General government	161,782	-	-	161,782
Maintenance and operations	364,223	-	-	364,223
Recreation	474,554	-	-	474,554
Debt service:				
Principal	14,000	2,965,000	-	2,979,000
Interest	7,751	2,548,735	-	2,556,486
Capital outlay	-	-	16,878,705	16,878,705
Total expenditures	1,022,310	5,513,735	16,878,705	23,414,750
Excess (deficiency) of revenues over (under) expenditures	227,930	1,621,366	(16,151,984)	(14,302,688)
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(46)	(34,312)	34,358	-
Developer proceeds	-	-	9,041,393	9,041,393
Total other financing sources (uses)	(46)	(34,312)	9,075,751	9,041,393
Net change in fund balances	227,884	1,587,054	(7,076,233)	(5,261,295)
Fund balances - beginning	328,248	3,251,125	20,542,740	24,122,113
Fund balances - ending	\$ 556,132	\$ 4,838,179	\$ 13,466,507	\$ 18,860,818

See notes to the financial statements

**BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

Net change in fund balances - total governmental funds	\$ (5,261,295)
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Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	16,878,705
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Governmental funds report Developer advances as financial resources when cash is received, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(9,041,393)
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Repayments of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	2,979,000
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The change in accrued interest on long-term liabilities between the current and prior fiscal years is recorded in the statement of activities, but not in the governmental fund financial statements.	65,956
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Amortization of Bond premiums is not recognized in the governmental fund financial statements, but reduces interest expense in the statement of activities.	4,427
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Conveyances of infrastructure improvements to other governments of previously capitalized capital assets is recorded as an expense in the statement of activities.	(5,033,653)
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Depreciation of capital assets is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(317,608)
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Change in net position of governmental activities	<u>\$ 274,139</u>
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See notes to the financial statements

**BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Boggy Branch Community Development District ("District") was established on August 27, 2019 by Ordinance 2019-483-E of the City Council of the City of Jacksonville, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board exercises all general powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2025, all of the Board members are affiliated with CND-ICI SEQ, LLC ("Developer").

The Board has the final responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting; however, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on all assessable property within the District. Assessments are levied to pay for the operations and maintenance and debt service of the District. The fiscal year for which annual assessments are levied begins on October 1 and, if collected using the Uniform Method of Collection, with discounts available for payments through February 28 and become delinquent on April 1. Alternatively, the District adopts a resolution providing for the collection dates and directly collects the assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are completed and placed in service.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Amenity Center	30
Right to use leased assets	5

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets, including right to use leased assets, are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Leases

The District is a lessee for a non-cancellable lease of equipment. The District recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements. The District recognizes lease liabilities with an initial, individual value of \$5,000 or more. At the commencement of a lease, the District initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The leased asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the commencement date, plus certain direct costs. Subsequently, the leased asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the District determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The District uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the District generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the District is reasonably certain to exercise.

The District monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability. Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position

In the fund financial statements, governmental funds report nonspendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2025:

	Amortized Cost	Credit Risk	Maturities
First American Treasury Obligations Fund CL D	\$ 19,925,829	S&P AAAm	Weighted average of the portfolio: 48 days
Total Investments	<u>\$ 19,925,829</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

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

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2025 were as follows:

Fund	Transfer in	Transfer out
General	\$ -	\$ 46
Debt service	-	34,312
Capital projects	34,358	-
Total	<u>\$ 34,358</u>	<u>\$ 34,358</u>

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund to the capital projects fund were made in accordance with the Bond Indentures. The transfer from the general fund to the capital projects fund was nominal and did not have a material impact on fund balances.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2025 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Construction in progress	\$ 37,374,549	\$ 7,957,733	\$ (5,033,653)	\$ 40,298,629
Total capital assets, not being depreciated	<u>37,374,549</u>	<u>7,957,733</u>	<u>(5,033,653)</u>	<u>40,298,629</u>
Capital assets, being depreciated				
Recreational buildings and facilities	-	8,920,972	-	8,920,972
Right-to-use leased equipment	101,211	-	-	101,211
Total capital assets, being depreciated	<u>101,211</u>	<u>8,920,972</u>	<u>-</u>	<u>9,022,183</u>
Less accumulated depreciation for:				
Recreational buildings and facilities	-	297,366	-	297,366
Right-to-use leased equipment	1,632	20,242	-	21,874
Total accumulated depreciation	<u>1,632</u>	<u>317,608</u>	<u>-</u>	<u>319,240</u>
Total capital assets, being depreciated, net	<u>99,579</u>	<u>8,603,364</u>	<u>-</u>	<u>8,702,943</u>
Governmental activities capital assets	<u>\$ 37,474,128</u>	<u>\$ 16,561,097</u>	<u>\$ (5,033,653)</u>	<u>\$ 49,001,572</u>

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$101,126,006. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, certain improvements are to be conveyed to others for ownership and maintenance responsibilities. This happened during the current fiscal year as the District conveyed infrastructure costing \$5,033,653 to the County for ownership and maintenance responsibilities.

During the current fiscal year, the District acquired the Amenity Center from the Developer for \$8,920,972 which will be repaid with future bond proceeds. This amount has been added to the Developer advance liability and was still outstanding as of the date of the report. Additionally, the District acquired pickleball improvements from the Developer for \$308,373.

Depreciation expense was charged to the recreation function.

NOTE 7 – LEASES

Lease Payable

In the prior fiscal year, the District entered into a 60-month equipment lease agreement as a lessee. As a result, an initial lease liability and intangible right-to-use leased equipment asset was recorded in the amount of \$101,211 related to the equipment lease. The lease liability was measured using a discount rate of 9.79%. The lease requires monthly payments of \$2,175. The final payment is due on November 15, 2029. The equipment has a five-year estimated useful life. The value of the right-to-use asset as of the end of the current fiscal year was \$101,211 and had accumulated amortization of \$21,874.

The future principal and interest lease payments as of September 30, 2025, were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2026	\$ 18,373	\$ 7,728	\$ 26,101
2027	20,254	5,846	26,100
2028	22,328	3,772	26,100
2029	24,615	1,485	26,100
2030	1,641	13	1,654
	<u>\$ 87,211</u>	<u>\$ 18,844</u>	<u>\$ 106,055</u>

NOTE 8 – LONG-TERM LIABILITIES

Series 2021

On January 20, 2021, the District issued \$14,870,000 of Special Assessment Bonds, Series 2021 consisting of various Term Bonds with due dates from May 1, 2026 to May 1, 2051 and fixed interest rates ranging from 2.50% to 4.00%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2022 through May 1, 2051.

The Series 2021 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Upon satisfaction of certain conditions, a portion of the original reserve requirements will be released to the Developer for construction costs paid on behalf of the District; this did not occur during the current fiscal year. The District was in compliance with the requirements at September 30, 2025.

Series 2024

On January 31, 2024, the District issued \$11,060,000 Special Assessment Bonds, Series 2024A-1 and \$24,120,000 Special Assessment Bonds, Series 2024A-2 (together the "Series 2024A Bonds"). The Series 2024A-1 bonds consist of various Term Bonds with due dates from May 1, 2031 to May 1, 2054 and fixed interest rates ranging from 4.70% to 5.85%. The Series 2024A-2 Bonds are due on May 1, 2036 with a fixed interest rate of 5.75%. The Series 2024A Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2025 through May 1, 2054.

The Series 2024A-1 Bonds are subject to redemption at the option of the District prior to their maturity. The Series 2024A-2 Bonds are not subject to optional redemption. Both Series are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture. This occurred during the current fiscal year as the District collected assessments from lot closings and prepaid \$2,485,000 of the Series 2024A-2 Bonds. See Note 14 - Subsequent Events for additional call amounts subsequent to the fiscal year end.

NOTE 8 – LONG-TERM LIABILITIES (Continued)

Series 2024 (Continued)

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payments of debt service and to meet the reserve requirements. Upon satisfaction with certain conditions, a portion of the original reserve requirements will be released to the Developer for construction costs paid on behalf of the District; this did not occur during the current fiscal year. The District was in compliance with the requirements at September 30, 2025.

Developer Advance

It was anticipated that the Series 2021 proceeds would not be sufficient to complete the project. Therefore, the District entered into a construction completion agreement with the Developer whereby the Developer agreed to make available to the District the funds necessary to enable the District to proceed with the project. The District agreed to reimburse the Developer from proceeds of future bond issuances, should said future issuances occur. Additionally, during the current fiscal year, the District acquired the Amenity Center from the Developer which cost will also be repaid with future bond proceeds. The District will reimburse the Developer until full reimbursement is made or until all funds generated by the anticipated financing are exhausted. In total, the Developer advanced a total of \$9,041,393 to the District in the current fiscal year.

Long-term debt activity

Changes in long-term liability activity for the fiscal year ended September 30, 2025 were as follows

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2021	\$ 13,915,000	\$ -	\$ 325,000	\$ 13,590,000	\$ 330,000
Plus: original issue premium	119,225	-	4,427	114,798	-
Series 2024	35,180,000	-	2,640,000	32,540,000	160,000
Direct borrowings:					
Developer advances	11,973,617	9,041,393	-	21,015,010	-
Leases Payable	101,211	-	14,000	87,211	18,373
Total	\$ 61,289,053	\$ 9,041,393	\$ 2,983,427	\$ 67,347,019	\$ 508,373

At September 30, 2025, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2026	\$ 490,000	\$ 2,354,715	\$ 2,844,715
2027	510,000	2,338,945	2,848,945
2028	525,000	2,320,755	2,845,755
2029	545,000	2,302,030	2,847,030
2030	570,000	2,282,535	2,852,535
2031-2035	3,195,000	11,066,718	14,261,718
2036-2040	25,585,000	5,353,713	30,938,713
2041-2045	4,925,000	3,163,685	8,088,685
2046-2050	6,225,000	1,889,138	8,114,138
2051-2054	3,560,000	446,288	4,006,288
	<u>\$ 46,130,000</u>	<u>\$ 33,518,522</u>	<u>\$ 79,648,522</u>

NOTE 9 – DEVELOPER TRANSACTIONS AND CONCENTRATION

The Developer owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer. See Note 5 and 8 above for other Developer transactions. See Note 14 – Subsequent Events for additional Developer transactions subsequent to year end.

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 10 – INTERLOCAL AGREEMENT

In a prior year, the District and Ryals Creek Community Development District ("Ryals Creek CDD") entered into an interlocal agreement to share in the cost to construct a certain system of infrastructure (the "improvements") necessary for the full buildout of both Districts. Ryals Creek CDD is to construct the improvements, and the District is to pay Ryals Creek CDD for its portion of the cost of the improvements. The funding and construction of the improvements will occur in three phases. The District's portion will not exceed \$6,108,006 for all three phases. Phase 1 was completed in a prior year and the District paid approximately \$1.9 million to Ryals Creek CDD for its portion of the costs to complete phase 1. Phases 2 and 3 have not yet begun. At the conclusion of the construction or installation of the improvements, each of the Districts will have ownership of the improvements lying within their respective geographic boundaries to the extent any improvements are not conveyed to others. The Districts also agreed to share in the costs to maintain the completed improvements. During the current fiscal year, the District contributed \$54,712 toward the maintenance of phase 1 improvements.

NOTE 11 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 12 – COMMITMENTS AND CONTINGENCIES

As of September 30, 2025, the District had open contracts for various construction projects. The contracts totaled approximately \$28.8 million, of which approximately \$2.6 million was uncompleted at September 30, 2025.

NOTE 13 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

NOTE 14 – SUBSEQUENT EVENTS

Bond Payments

Subsequent to fiscal year end, the District prepaid a total of \$5,730,000 of the Series 2024A-2 Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture.

Developer Transactions

Subsequent to fiscal year end, the District received assessments from the Developer totaling \$3,357,604 which were mainly used to pay scheduled debt service payments.

Also subsequent to year end, the District reimbursed the Developer \$382,563 of construction costs.

Reserve Release

Subsequent to the fiscal year, the District met the reserve release condition for the Series 2021 and released \$413,438 of the Series 2021 debt service reserve balance. This amount is expected to be used to reimburse the Developer.

**BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget - Positive (Negative)
REVENUES				
Assessments	\$ 1,240,992	\$1,240,992	\$ 1,241,240	\$ 248
Miscellaneous	-	-	9,000	9,000
Total revenues	1,240,992	1,240,992	1,250,240	9,248
EXPENDITURES				
Current:				
General government	514,329	509,773	161,782	347,991
Maintenance and operations	219,450	219,450	364,223	(144,773)
Recreation	478,413	511,768	474,554	37,214
Debt service:				
Principal	20,800	20,800	14,000	6,800
Interest	8,000	8,000	7,751	249
Total expenditures	1,240,992	1,269,791	1,022,310	247,481
Excess (deficiency) of revenues over (under) expenditures	-	(28,799)	227,930	256,729
OTHER FINANCING SOURCES (USES)				
Transfer in (out)	-	-	(46)	(46)
Total other financing sources (uses)	-	-	(46)	(46)
Net change in fund balance	\$ -	\$ (28,799)	227,884	\$ 256,683
Fund balance - beginning			328,248	
Fund balance - ending			\$ 556,132	

See notes to required supplementary information

**BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the General Fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2025 was amended to increase appropriations by \$28,799. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

**BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	14
Employee compensation	\$0
Independent contractor compensation	\$162,924.45
Construction projects to begin on or after October 1; (\$65K)	\$10,911,864.00
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - \$1,408.58 - \$1,813.98 Debt service - \$1,343.67 - \$2,149.88
Special assessments collected	\$8,241,550
Outstanding Bonds:	See Note 8 for details



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

To the Board of Supervisors
Boggy Branch Community Development District
City of Jacksonville, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Boggy Branch Community Development District, City of Jacksonville, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 23, 2026.

Report on Internal Control Over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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

June 23, 2026



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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Boggy Branch Community Development District
City of Jacksonville, Florida

We have examined Boggy Branch Community Development District, City of Jacksonville, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Boggy Branch Community Development District, City of Jacksonville, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 23, 2026



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Boggy Branch Community Development District
City of Jacksonville, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Boggy Branch Community Development District, City of Jacksonville, Florida ("District") as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated June 23, 2026.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 23, 2026, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

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

We wish to thank Boggy Branch Community Development District, City of Jacksonville, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 23, 2026

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2024.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2025.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2025.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 26.



Boggy Branch Community Development District

Ratification of District Management Fee Increase Letter



July 1, 2026

Ms. Kelly White
Chairperson of the Board of Supervisors
Boggy Branch Community Development District
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Dear Ms. White:

pfm

3501 Quadrangle Blvd.
Suite 270
Orlando, FL 32817
407.723.5900

pfm.com

Thank you for the opportunity to continue serving as District Manager to the Boggy Branch Community Development District (the "District"). The agreement in place between our firm and the District dated July 1, 2021 provides for the review and adjustment annually of our fees pursuant to the District's annual budget process. We are respectfully requesting an increase in our annual fee for District Management services from \$29,500 to \$31,000 for Fiscal Year 2027.

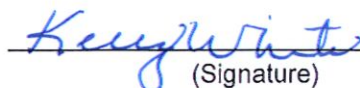
Please note this change will be effective on the billing for October 2026, in conjunction with the District's new Fiscal Year.

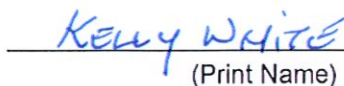
Provided the changes are acceptable, please have an authorized official of the District sign and return a copy of this letter to us to acknowledge the increase.

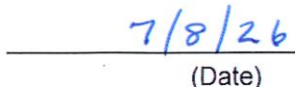
Sincerely,
PFM MANAGEMENT SERVICES LLC


Senior District Manager

Accepted by:


(Signature)


(Print Name)


(Date)



Boggy Branch Community Development District

Ratification of Agreement with Perret and Associates Regarding SEQ Residential Phase 2C Plat in Seven Pines

**AGREEMENT BETWEEN THE BOGGY BRANCH COMMUNITY DEVELOPMENT
DISTRICT AND PERRET AND ASSOCIATES, INC REGARDING SEQ RESIDENTIAL
PHASE 2C PLAT IN SEVEN PINES**

THIS AGREEMENT ("Agreement") is made and entered into this 28th day of May, 2026, by and between:

Boggy Branch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Jacksonville, Duval County, Florida, and whose mailing address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 ("District"); and

PERRET AND ASSOCIATES, INC., a Florida incorporated company, with a mailing address of 1484 Monticello Road, Jacksonville, FL 32207 ("Contractor", together with District, "Parties").

RECITALS

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

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

WHEREAS, the District has a need to retain an independent contractor to provide Plat & Surveying services within the District; and

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

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide Plat & Surveying services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in Exhibit A.

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

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

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

SECTION 3. SCOPE OF SERVICES. The Contractor will provide the Services for the District as identified in Exhibit A. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as Exhibit A.

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

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

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

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

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss

conditions, schedules, and items of concern regarding this Agreement.

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

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor a fee of Sixty Four Thousand Three Hundred Seventy Five Dollars (\$64,375.00). The term of this Agreement shall be from May 28, 2026 through August 31, 2026 unless terminated earlier by either party in accordance with the provisions of this Agreement.

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

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

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

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the

following insurance:

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

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

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

SECTION 7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in

connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

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

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

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

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

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

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

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

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

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

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

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this

Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

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

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

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

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

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

- | | |
|---------------------------------|---|
| A. If to District: | Boggy Branch Community Development District
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Attn: District Manager |
| With a copy to: | Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel |
| B. If to the Contractor: | Perret and Associates, Inc.
1484 Monticello Road
Jacksonville, FL 32207
Attn: Nate P. Perret |

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days.

Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

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

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

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Vivian Carvalho ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall: 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900,

CARVALHOV@PFM.COM, OR 3501 QUADRANGLE
BOULEVARD, SUITE 270, ORLANDO, FLORIDA 32817.

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

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

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has

terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 31. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 32. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

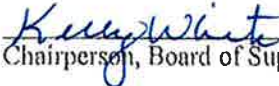
[CONTINUED ON FOLLOWING PAGE]

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

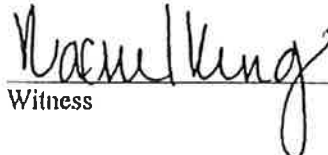
ATTEST:


Secretary / Assistant Secretary

BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT


Chairperson, Board of Supervisors

WITNESS:


Witness

PERRET AND ASSOCIATES, INC.


By: NATHAN P. PERRET
Its: PRESIDENT

Exhibit A: Proposal

Exhibit A:
Schedule of Services

" EXHIBIT A "



PERRET AND ASSOCIATES, INC.
LAND SURVEYORS



May 5, 2026

Kelly White
Boggy Branch CDD
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

RE: SEQ Residential Phase 2C Plat (120 Lots/Tracts)
Professional Land Surveying Services

Dear Kelly,

Perret and Associates, Inc. is pleased to provide a proposal for Professional Land Surveying Services for the above referenced project. It is as follows:

I.	Boundary Survey	-	\$ 8,750.00
II.	Record Plat		
	A. Drafting of Record Plat	-	\$ 9,000.00
	B. Lot Calculations	-	\$ 3,000.00
	C. Administer Plat Review	-	\$ 1,200.00
III.	Field Work Required		
	A. Set All Lot Corners (one time)	-	\$ 16,800.00
	B. Set P.R.M.'S And P.C.P.'S (one time)	-	\$ 11,400.00
IV.	Electrical Staking (not to exceed)	-	\$ 5,500.00
	(temporary front corners - one time)		
	(stakeout for JEA inspection - one time)		
V.	Coordination and submittal of final plat package	-	\$ 725.00
VI.	Reimbursables for Municipality Fees (estimated)	-	\$ 8,000.00

Our fee for the above survey work for items II and III will be \$345.00 per lot/tract.

Any additional survey work needed will be charged at \$250.00 per hour.

We look forward to working with you on this project. If the proposal is acceptable, please sign the attached acceptance sheet. If we are awarded the job, we will schedule the work to meet your time frame.

If you have any questions or concerns, please do not hesitate to contact me at the office.

With kindest professional regards, I am

Sincerely yours,

Nate P. Perret, P.S.M., President
Perret and Associates, Inc.

NPP/rnk

" EXHIBIT A "



PERRET AND ASSOCIATES, INC.
LAND SURVEYORS



I accept the above proposal.

Kelly White
Boggy Branch CDD

Date

Nate P. Perret, P.S.M.
President
Perret and Associates, Inc.

Date



Boggy Branch Community Development District

**Ratification of Work Authorization No. 22 for
England, Thims & Miller, Inc. Phase 2C COJ
Inspection Services**

**BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
WORK AUTHORIZATION NO. 22
Phase 2C COJ Inspection Services and
Contract Administration Scope of Services & Fee Schedule**

England, Thims & Miller, Inc. (ETM) is pleased to provide general consulting services for Boggy Branch Community Development District as directed by the Board of Supervisors or their designee. General consulting services shall include, but not be limited to:

- Construction of roadway and 119 lots.
- Expansion of 1 stormwater management facility.
- Construction of concrete sidewalks, ADA-compliant ramps, signage, pavement markings, and erosion control measures.
- Installation of water, reuse water systems and sanitary sewer systems.
- Installation of landscaping, irrigation and hardscape.

Our scope of work and fee schedule for each task is presented below.

I. Construction Administration / Certification

ETM will provide construction administration support and final certification services required to close out the project and obtain approvals from relevant regulatory agencies. This task includes targeted efforts to assist the Owner through the final stages of construction, including utility certifications, stormwater documentation, and preparation of all required close-out packages. All services will be performed on an hourly basis, as needed, and tailored to the project's specific schedule and agency requirements.

Services under this task include:

- **Pre-Construction Support:** Attend pre-construction meetings to coordinate expectations, procedures, and document control between the contractor, owner, and relevant agencies.
- **Shop Drawing and Submittal Reviews:** Review of contractor-provided documents and materials submittals to confirm alignment with design intent and applicable specifications.
- **Required Inspections for Regulatory Compliance:** Coordinate and attend agency-required inspections for utilities, stormwater systems, and other site infrastructure. Provide support in resolving any punch list items or inspection-related deficiencies.
- **Construction Close-Out Documentation:** Final as-built drawing reviews to verify completeness and consistency with constructed improvements and meets agency requirements. Collection and review of contractor-supplied documentation for inclusion in the close-out package.
- **Utility Certification for Water and Sewer Systems:** Prepare and submit utility certification documentation in coordination with JEA Utilities. Verifying all required components are installed, tested, and accepted prior to certification.
- **Stormwater Management System Certification:** Complete stormwater certification documentation and coordinate submission to the appropriate water management district (SJRWMD).
- **Utility Acceptance Package Preparation:** Assemble and submit complete acceptance packages for water and sewer utilities to the servicing utility provider. Coordinate with the contractor and agencies to ensure all supporting documents, testing records, and approvals are provided.
- **City or County Final Acceptance Package:** Prepare and submit required close-out documentation for acceptance by the City of Jacksonville, including required affidavits, testing reports, certifications, and final project records.

Fee.....Hourly
(Budget Estimate: \$35,100.00)

II. Construction Observation

This task involves on-site attendance during construction activities to observe work for general consistency with City of Jacksonville and JEA Utilities specifications and requirements. When on site, ETM will provide part-time, as-needed project representation to support quality-focused observation and facilitate coordination with the contractor and various subcontractor crews.

Services include:

- Weekly site visits with monthly reports and photos
- Project coordination / correspondence
- Construction conflict resolution
- Coordination with Permitting Authorities (including City of Jacksonville, JEA, FDEP, etc.).

Lump Sum Fee \$53,820.00
(Services beyond 12 months shall be provided on an hourly basis)

The above lump sum fee is based on the following assumptions:

- Construction duration does not exceed 12 months (365 calendar days).
- Attendance of the Preconstruction Conferences.

III. Post-Design Services

ETM will provide post-design support services during the construction phase to help ensure that the final plans are implemented effectively in the field. This task allows our design team to remain actively involved in addressing questions, resolving issues, and assisting with any changes that may arise during construction.

As part of this task, ETM will:

- **Owner Requested Plan Changes:** Complete plan changes and revisions as directed by the Owner and submit modifications for approval.
- **Respond to Contractor Questions (RFIs):** Answer questions from the contractor and field staff about the plans and design details, helping keep the project moving without delays.
- **Attend Meetings as Needed:** Join project meetings during construction to stay informed, offer guidance, and help resolve any challenges that may come up.
- **Assist with Change Orders or Claims:** Help evaluate any requested changes or claims by the contractor that relate to the design, providing clear input on how they impact the project.
- **Support As-Built Documentation:** Work with the CEI and contractor to make sure any field changes are accurately captured in the final project records.

This task will be billed on an as-needed, hourly basis with a not-to-exceed limit. It gives the project team flexibility and ensures that design-related support is readily available when required, without unnecessary cost.

Fee.....Hourly
(Budget Estimate \$15,000.00)
Not exceed without Owner authorization.

IV. CDD Tax Exempt Purchase Administration

Per Section 212.08(6), Florida Statutes, tax-exempt purchases may be made by political subdivisions of the state in accordance with state law. To preserve the tax-exempt status of the CDD, ETM will coordinate with CDD staff, in accordance with State and CDD procedures, to administer a tax exempt "Direct Owner Purchase" (DOP) program to include evaluation of eligible purchases, documentation of Consumer's Certificate of Exemption, execute required Certificate of Entitlement, purchase order development/tracking, issuing purchase order to eligible vendors, review of the receipt of DOP materials, validate payments to vendors commensurate with materials received, and procurement of deductive reconciliation change orders to credit contract totals for DOP purchases.

Fee.....Hourly
(Hourly budget estimate = \$20,000.00)

TASK & FEE SUMMARY

Task	Description	Hourly	Lump Sum
I	Construction Administration	\$35,100.00	
II	Construction Observation		\$53,820.00
III	Post Design Services	\$15,000.00	
IV	CDD Tax Exempt Purchase Administration	\$20,000.00	
	Subtotal	\$70,100.00	\$53,820.00
	Grand Total Summary	\$123,920.00	

ITEMS NOT INCLUDED

The exclusions below are listed primarily to define the scope of this project. Should any of these services be required, we will be pleased to provide you with a quotation to perform them. Full time inspection services

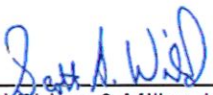
- Full time Project Management
- OSHA or Regulatory Safety Inspections
- Warranty Inspections
- Surveying and Construction Stakeout
- Aerial Photography
- Progress Reports
- As-Build Surveys
- Building Permit Review Coordination
- Construction Staking
- Construction Supervision
- Consumptive Use Permitting
- Contract Administration
- Easement Staking
- Electric, Phone, Gas Design & Coordination
- Establishment of Benchmarks or Construction Control / Stakeout
- Irrigation Supply or Well Design / Permitting
- Legal Descriptions
- Material Testing
- Notice of Commencement
- Owner Requested Plan Revisions After Plan Approval
- Permit Application Fees
- Permit Compliance
- Phasing Plan
- Plat Filing Fees
- Plat Preparation
- Preparations of Offsite Easements
- Retaining Wall Design
- Right-of-Way Permit
- Separate Clearing or Grading Permitting
- Site Contamination Assessment

**ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE - 2025**

CEO/Chairman/Founder.....	\$475.00	/Hr.
Executive Vice President.....	\$370.00	/Hr.
Principal - Vice President	\$305.00	/Hr.
Vice President	\$295.00	/Hr.
Senior Advisor	\$290.00	/Hr.
Senior Engineer/ Senior Project Manager.....	\$255.00	/Hr.
Project Manager/Construction Project Manager.....	\$225.00	/Hr.
Director.....	\$210.00	/Hr.
Engineer.....	\$190.00	/Hr.
Assistant Project Manager	\$165.00	/Hr.
Senior Planner /Planning Manager.....	\$225.00	/Hr.
Senior Environmental Scientist.....	\$240.00	/Hr.
Planner.....	\$170.00	/Hr.
CEI Senior Project Engineer.....	\$320.00	/Hr.
Senior Construction Representative.....	\$205.00	/Hr.
Construction Representative.....	\$180.00	/Hr.
CEI Inspector	\$140.00	/Hr.
Senior Landscape Architect.....	\$215.00	/Hr.
Landscape Architect.....	\$190.00	/Hr.
GIS Director	\$205.00	/Hr.
GIS Solutions/Engineer/Manager.....	\$185.00	/Hr.
GIS Analyst	\$155.00	/Hr.
GIS Consultant.....	\$165.00	/Hr.
GIS Specialist.....	\$150.00	/Hr.
Senior Engineering Designer	\$170.00	/Hr.
Senior Landscape Designer.....	\$170.00	/Hr.
Engineering/Landscape Designer.....	\$155.00	/Hr.
Engineering Intern.....	\$150.00	/Hr.
CADD/GIS Technician.....	\$145.00	/Hr.
Project Coordinator / CSS.....	\$120.00	/Hr.
Administrative Support.....	\$110.00	/Hr.

*ETM's standard hourly billing rates are reevaluated annually, prior to the beginning of the calendar year.

Approval:

Submitted by: 
England-Thims & Miller, Inc.

Date: March 30, 2026

Approved by: 
Boggy Branch Community Development District

Date: 4/15/26, 2026



Boggy Branch Community Development District

**Ratification of Purchase Order
BBCDD-25-006-Add Re: Core & Main**

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Klay Vause

ADDRESS: 6854 Distribution Ave S. Jacksonville FL, 32256.

TELEPHONE NUMBER: (904) 759-9681

2. Manufacturer or brand, model, or specification number of the item.

Storm drainage addition

3. Quantity needed as estimated by CONTRACTOR. See attached quote

4. The price quoted by the supplier for the construction materials identified above.

\$ 105,716.80

5. The sales tax associated with the price quote: \$6,418.01

6. Shipping and handling insurance cost. \$0.0

7. Delivery dates as established by CONTRACTOR. TBD

OWNER: Boggy Branch Community Development District

Kelley White
Authorized Signature (Title)

4/29/26
Date

PURCHASING AGENT: England-Thims & Miller, Inc.

Scott A. Widd
Authorized Signature (Title)

4/28/2026
Date

CONTRACTOR: W. Gardner LLC

Robert May
Authorized Signature (Title)

4/27/26
Date

PURCHASE ORDER

PURCHASE ORDER - P.O.: BBCDD-25-006-Add
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

Owner:	Boggy Branch Community Development District 3501 Quadrangle Boulevard Suite 270 Orlando, FL 32817	Seller:	Core and Main LP
Address:	c/o England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, FL 32258 Attn: Jose L Villarruel Villarruelj@etm-inc.com	Address:	6854 Distribution Ave S. Jacksonville, FL 32256 Attn: Klay Vause Christopher.Vause@coreandmain.com
Phone:	(904) 518-7056	Phone:	(904) 268-7007

Project Name:	Southeast Quadrant Residential Phase 2B	Contract Date:	04/25/2024
Project Address:	Kernan Blvd and Stillwood Pines Blvd. Jacksonville FL	Purchase Order:	BBCDD-25-006-Add

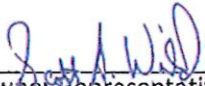
Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered as soon as possible from the date of this Order.

Price – \$ 105,716.80

Certificate of Exemption #85-8017914099C-1

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

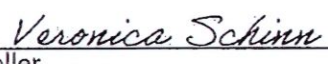


Owner Representative/Purchasing Agent
By: ETM, Inc.

Name: Scott A. Wild

Title: District Engineer

Date Executed: 4/28/2026



Seller
By: Core and Main, LP

Name: Veronica Schinn

Title: Branch Operations Manager

Date Executed: 04/27/2026

EXHIBIT A: Proposal

EXHIBIT B: Terms and Conditions

EXHIBIT A



Bid Proposal for Seven Pines ODP revised 4/27/26

BOGGY BRANCH COMMUNITY DEV DIS

Job Location: duval , FL

Bid Date: 12/02/2025

Core & Main Bid #: 4898418

Core & Main

6854 Distribution Ave S

Jacksonville, FL 32256

Phone: 9042687007

Fax: 9042684764

Seq#	Qty	Description	Units	Price	Ext Price
10		DRAINAGE			
20		STORM PIPE			
30	560	60 HP DW STORM WTIB SOLID 20' 2 GSKTS DUAL WALL 60650020IBPL2	FT	188.78	105,716.80
TOTAL DRAINAGE					105,716.80
Sub Total					105,716.80
Tax					0.00
Total					105,716.80

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

EXHIBIT B

TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Boggy Branch Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017914099C-1, affirms that the tangible personal property purchased pursuant to Purchase Order Number BBCDD-25-006-Add from Core and Main (Vendor) on or after 04/25/2026 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated 04/25/2024 with W. Gardner LLC (Contractor) for the construction of Southeast Quadrant Residential Phase 2B.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (You must initial each of the following requirements.)

- ☐ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ☐ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ☐ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ☐ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ☐ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Boggy Branch Community Development District

Kelly White
Signature of Authorized Representative
of Governmental Entity/Title

4/29/26
Date

Scott A. Wild
Purchasing Agent

4/28/2026
Date

Federal Employer Identification Number: 35-2672275

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.



Boggy Branch Community Development District

**Ratification of Purchase Order
BBCDD-25-006-Add2 Re: Core & Main**

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Klay Vause

ADDRESS: 6854 Distribution Ave S. Jacksonville FL, 32256.

TELEPHONE NUMBER: (904) 759-9681

2. Manufacturer or brand, model, or specification number of the item.

Storm and sewer drainage addition

3. Quantity needed as estimated by CONTRACTOR. See attached quote

4. The price quoted by the supplier for the construction materials identified above.

\$ 50,615.20

5. The sales tax associated with the price quote: \$3,111.91

6. Shipping and handling insurance cost. \$0.0

7. Delivery dates as established by CONTRACTOR. TBD

OWNER: Boggy Branch Community Development District

Kenny White
Authorized Signature (Title)

5/6/26
Date

PURCHASING AGENT: England-Thims & Miller, Inc.

Scott A. Wild
Authorized Signature (Title)

May 5, 2026
Date

CONTRACTOR: W. Gardner LLC

[Signature]
Authorized Signature (Title)

5/4/26
Date

PURCHASE ORDER

PURCHASE ORDER - P.O.: BBCDD-25-006-Add2
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

Owner:	Boggy Branch Community Development District 3501 Quadrangle Boulevard Suite 270 Orlando, FL 32817	Seller:	Core and Main LP
Address:	c/o England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, FL 32258 Attn: Jose L Villarruel Villarruelj@etminc.com	Address:	6854 Distribution Ave S. Jacksonville, FL 32256 Attn: Klay Vause Christopher.Vause@coreandmain.com
Phone:	(904) 518-7056	Phone:	(904) 268-7007

Project Name:	Southeast Quadrant Residential Phase 2B	Contract Date:	04/25/2024
Project Address:	Kernan Blvd and Stillwood Pines Blvd. Jacksonville FL	Purchase Order:	BBCDD-25-006-Add2

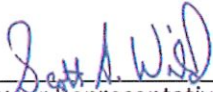
Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered as soon as possible from the date of this Order.

Price – \$ 50,615.20

Certificate of Exemption #85-8017914099C-1

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

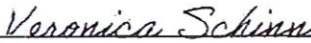


Owner Representative/Purchasing Agent
By: ETM, Inc.

Name: Scott A. Wild

Title: District Engineer

Date Executed: May 5, 2026



Seller
By: Core and Main, LP

Name: Veronica Schinn

Title: Branch Operations Manager

Date Executed: 05/04/2026

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

EXHIBIT A



Bid Proposal for Seven Pines DOP revised 4/29/26 change order #2

BOGGY BRANCH COMMUNITY DEV DIS

Job Location: duval , FL

Bid Date: 12/02/2025

Core & Main Bid #: 4903188

Core & Main
6854 Distribution Ave S

Jacksonville, FL 32256

Phone: 9042687007

Fax: 9042684764

Seq#	Qty	Description	Units	Price	Ext Price
10		DRAINAGE			
20		STORM PIPE			
30	200	60 HP DW STORM WTIB SOLID 20' 2 GSKTS DUAL WALL 60650020IBPL2	FT	188.78	37,756.00
40	180	36 HP DW STORM WTIB SOLID 20' 1 GSKT DUAL WALL 36650020IBPL1	FT	71.44	12,859.20
TOTAL DRAINAGE					50,615.20
				Sub Total	50,615.20
				Tax	0.00
				Total	50,615.20

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

EXHIBIT B

TERMS AND CONDITIONS

1. PRICE. The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. SCHEDULE. Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. DELIVERY AND INSPECTION.
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. TERMS OF PAYMENT. Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. WARRANTY. Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of Independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Boggy Branch Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017914099C-1, affirms that the tangible personal property purchased pursuant to Purchase Order Number BBCDD-25-006-Add2 from Core and Main (Vendor) on or after 04/25/2026 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated 04/25/2024 with W. Gardner LLC (Contractor) for the construction of Southeast Quadrant Residential Phase 2B.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: **(You must initial each of the following requirements.)**

- ☐ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ☐ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ☐ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ☐ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ☐ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Boggy Branch Community Development District

Kary White
Signature of Authorized Representative
of Governmental Entity/Title

5/6/26
Date

[Signature]
Purchasing Agent

May 5, 2026
Date

Federal Employer Identification Number: 35-2672275

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.



Boggy Branch Community Development District

**Ratification of Purchase Order
BBCDD-25-006-Add3 Re: Core & Main**

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Klay Vause

ADDRESS: 6854 Distribution Ave S. Jacksonville FL, 32256.

TELEPHONE NUMBER: (904) 759-9681

2. Manufacturer or brand, model, or specification number of the item.

Water, reuse and storm pipe addition

3. Quantity needed as estimated by CONTRACTOR. See attached quote

4. The price quoted by the supplier for the construction materials identified above.

\$ 39,336.40

5. The sales tax associated with the price quote: \$2,435.19

6. Shipping and handling insurance cost. \$ 0.0

7. Delivery dates as established by CONTRACTOR. TBD

OWNER: Boggy Branch Community Development District

Klay Vause
Authorized Signature (Title)

6/4/26
Date

PURCHASING AGENT: England-Thims & Miller, Inc.

Scott A. Wild
Authorized Signature (Title)

5/27/2026
Date

CONTRACTOR: W. Gardner LLC

W. Gardner
Authorized Signature (Title)

5/21/26
Date

PURCHASE ORDER

PURCHASE ORDER - P.O.: BBCDD-25-006-Add3
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

Owner:	Boggy Branch Community Development District 3501 Quadrangle Boulevard Suite 270 Orlando, FL 32817	Seller:	Core and Main LP
Address:	c/o England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, FL 32258 Attn: Jose L Villarruel Villarruelj@etminc.com	Address:	6854 Distribution Ave S. Jacksonville, FL 32256 Attn: Klay Vause Christopher.Vause@coreandmain.com
Phone:	(904) 518-7056	Phone:	(904) 268-7007

Project Name:	Southeast Quadrant Residential Phase 2B	Contract Date:	04/25/2024
Project Address:	Kernan Blvd and Stillwood Pines Blvd. Jacksonville FL	Purchase Order:	BBCDD-25-006-Add3

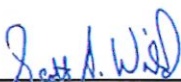
Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered as soon as possible from the date of this Order.

Price – \$ 39,336.40

Certificate of Exemption #85-8017914099C-1

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

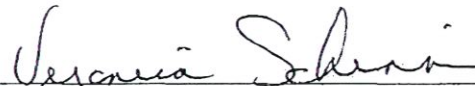


Owner Representative/Purchasing Agent
By: ETM, Inc.

Name: Scott A. Wild

Title: District Engineer

Date Executed: 5/27/2026



Seller
By: Core and Main L.P.

Name: Veronica Schenry

Title: Branch Ops Manager

Date Executed: 5-26-2026

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

EXHIBIT A



Bid Proposal for SEVEN PINES 2B CHANGE ORDER #3

BOGGY BRANCH COMMUNITY DEV DIS
 Job Location: Jacksonville, FL
 Bid Date: 05/15/2026
 Core & Main Bid #: 4944991

Core & Main
 6854 Distribution Ave S
 Jacksonville, FL 32256
 Phone: 9042687007
 Fax: 9042684764

Seq#	Qty	Description	Units	Price	Ext Price
10		REUSE PIPE			
20	380	4 PVC C900 DR18 PIPE 20' PURP GSKT PC235	FT	5.93	2,253.40
30		WATER PIPE			
40	380	6 TJ CL50 PR350 DI PIPE	FT	33.09	12,574.20
				Sub Total	14,827.60
				Tax	0.00
				Total	14,827.60

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Bid Proposal for Seven Pines 2b change order #4

BOGGY BRANCH COMMUNITY DEV DIS
 Job Location: Jacksonville, FL
 Bid Date: 05/20/2026
 Core & Main Bid #: 4954209

Core & Main
 6854 Distribution Ave S
 Jacksonville, FL 32256
 Phone: 9042687007
 Fax: 9042684764

Seq#	Qty	Description	Units	Price	Ext Price
10		DRAINAGE MATERIALS			
20	360	30 HP DW STORM WTIB SOLID 20' 1 GSKT DUAL WALL 3065002018PL1	FT	68.08	24,508.80
				SUBTOTAL	24,508.80
				Sub Total	24,508.80
				Tax	0.00
				Total	24,508.80

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

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EXHIBIT B

TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
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20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Boggy Branch Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017914099C-1, affirms that the tangible personal property purchased pursuant to Purchase Order Number BBCDD-25-006-Add3 from Core and Main (Vendor) on or after 04/25/2026 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated 04/25/2024 with W. Gardner LLC (Contractor) for the construction of Southeast Quadrant Residential Phase 2B.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (*You must initial each of the following requirements.*)

- ☐ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ☐ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ☐ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ☐ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ☐ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Boggy Branch Community Development District

Kenny White
Signature of Authorized Representative
of Governmental Entity/Title

6/4/26
Date

Scott A. Wild
Purchasing Agent

5/27/2026
Date

Federal Employer Identification Number: 35-2672275

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.



Boggy Branch Community Development District

**Ratification of Purchase Order
BBCDD-26-002 Re: Rinker Materials**

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.
NAME: Richard Parker
ADDRESS: 4210 US-17, Green Cove Springs FL, 32043.
TELEPHONE NUMBER: (904) 504-4871
2. Manufacturer or brand, model, or specification number of the item.
Sanitary and storm precast structures
3. Quantity needed as estimated by CONTRACTOR. See attached quote
4. The price quoted by the supplier for the construction materials identified above.
\$ 328,120.53
5. The sales tax associated with the price quote: \$19,762.23
6. Shipping and handling insurance cost. \$0.0
7. Delivery dates as established by CONTRACTOR. TBD

OWNER: **Boggy Branch Community Development District**

Keey White
Authorized Signature (Title)

4/28/26
Date

PURCHASING AGENT: **England-Thims & Miller, Inc.**

Scott A. Wild
Authorized Signature (Title)

4/21/2026
Date

CONTRACTOR: **W. Gardner LLC**

[Signature]
Authorized Signature (Title)

4/16/26
Date

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials

PURCHASE ORDER

PURCHASE ORDER - P.O.: BBCDD-26-002

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

Owner:	Boggy Branch Community Development District 3501 Quadrangle Boulevard Suite 270 Orlando, FL 32817	Seller:	Rinker Materials
Address:	c/o England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, FL 32258 Attn: Jose L Villarruel Villarruelj@etminc.com	Address:	4210-US-17 Green Cove Springs FL 32043 Attn: Richard Parker Richard.Parker@rinkerpipe.com
Phone:	(904) 518-7056	Phone:	(904) 504-4871

Project Name:	Southeast Quadrant Residential Phase 2C	Contract Date:	12/03/2025
Project Address:	Kernan Blvd. and Stillwood Pines Blvd. Jacksonville FL	Purchase Order:	BBCDD-26-002

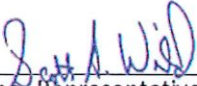
Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered as soon as possible from the date of this Order.

Price – \$ 328,120.53

Certificate of Exemption #85-8017914099C-1

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

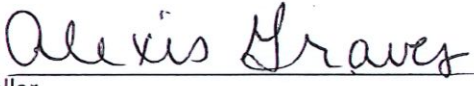


Owner Representative/Purchasing Agent
By: ETM, Inc.

Name: Scott A. Wild

Title: District Engineer

Date Executed: 4/21/2026



Seller
By: Rinker Materials

Name: Alexis Graves

Title: PC Manager

Date Executed: 04.21.26

EXHIBIT A: Proposal

EXHIBIT B: Terms and Conditions

Hydro Conduit, LLC d/b/a Rinker
Materials or Forterra Pipe & Precast,
LLC d/b/a Rinker Materials for itself or on
behalf of one or more of its subsidiaries
doing business as Rinker Materials

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.

EXHIBIT A



QUOTE

Prepared on 4/13/2026

Quote #: 889639
 Project Location: Jacksonville, FL
 Project Name: Southeast Quadrant Residential Phase 2C

Rinker Materials' offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Rinker Materials' Standard Terms and Conditions ("Rinker Materials STCs") viewable at www.rinkerpipe.com. A valid tax exemption certificate must be issued to Rinker Materials or sales tax will be added.

Sanitary

Item	Description	QTY	Unit	Unit Price	Ext Price
Add On	SANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (00'-06' deep) With: BOOTS, EW-1 COATING BLACK (EXTERIOR), EW-1 COATING BLACK (INTERIOR), JOINT SEAL, JOINT WRAP, PRECAST INVERT, USF 655-GJ TRS RING & COVER IDs: MH-344	1	EA	\$2,875.38	\$2,875.38
	SANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (00'-06' deep) With: BOOTS, EW-1 COATING BLACK (EXTERIOR), EW-1 COATING BLACK (INTERIOR), JOINT SEAL, JOINT WRAP, PRECAST INVERT, USF 655-GJ TRS RING & COVER IDs: MH-342, MH-351, MH-352, MH-353, MH-354, MH-355, MH-356, MH-357, MH-373, MH-374, MH-379, MH-380, MH-495	13	EA	\$3,026.42	\$39,343.46
	SANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (06'-08' deep) With: BOOTS, EW-1 COATING BLACK (EXTERIOR), EW-1 COATING BLACK (INTERIOR), JOINT SEAL, JOINT WRAP, PRECAST INVERT, USF 655-GJ TRS RING & COVER IDs: MH-343, MH-345, MH-346, MH-347, MH-375, MH-376, MH-505	7	EA	\$3,291.51	\$23,040.67
	SANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (08'-10' deep) With: BOOTS, EW-1 COATING BLACK (EXTERIOR), EW-1 COATING BLACK (INTERIOR), JOINT SEAL, JOINT WRAP, PRECAST INVERT, USF 655-GJ TRS RING & COVER IDs: MH-335, MH-336, MH-337, MH-348, MH-349, MH-350	6	EA	\$3,708.38	\$22,250.28
	SANITARY MANHOLE - 48" Diameter Lined JEA Type A (5" wall, 8" base) (06'-08' deep) With: BOOTS, EW-1 COATING BLACK (EXTERIOR), JOINT SEAL, JOINT WRAP, PRECAST INVERT, SPECTRASHIELD (INTERIOR), USF 655-GJ TRS RING & COVER IDs: MH-334	1	EA	\$7,232.15	\$7,232.15
	SANITARY MANHOLE - 48" Diameter Lined JEA Type B (5" wall, 8" base) (10'-12' deep) With: BOOTS, EW-1 COATING BLACK (EXTERIOR), JOINT SEAL, JOINT WRAP, PRECAST INVERT, SPECTRASHIELD (INTERIOR), USF 655-GJ TRS RING & COVER Notes: Drop Bowl By Others IDs: MH-340	1	EA	\$8,085.65	\$8,085.65
Requote	SANITARY MANHOLE - 48" Diameter JEA Type A (5" wall, 8" base) (08'-10' deep) With: BOOTS, EW-1 COATING BLACK (EXTERIOR), EW-1 COATING BLACK (INTERIOR), JOINT SEAL, JOINT WRAP, PRECAST INVERT, USF 655-GJ TRS RING & COVER IDs: MH-338	1	EA	\$3,745.38	\$3,745.38

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Quote #: 889639
Project Name: Southeast Quadrant Residential Phase 2C

Requote	SANITARY MANHOLE - 48" Diameter Lined JEA Type A (5" wall, 8" base) (06'-08' deep) With: BOOTS, EW-1 COATING BLACK (EXTERIOR), JOINT SEAL, JOINT WRAP, SPECTRASHIELD (INTERIOR), USF 655-GJ TRS RING & COVER, PRECAST INVERT POURED IN FIELD BY OTHERS DUE TO BASE HEIGHT IDs: MH-339	1	EA	\$5,279.39	\$5,279.39
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Sanitary Total: \$111,852.26

Storm

Item	Description	QTY	Unit	Unit Price	Ext Price
	CURB INLET - 3' x 4' COJ SGL CURB INLET - ALT B (8" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-215	1	EA	\$4,576.49	\$4,576.49
	CURB INLET - 48" Diameter COJ SGL CURB INLET (5" wall, 8" base, 8" top slab) (00'-06' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-216, S-458, S-561, S-570, S-572, S-646, S-647A, S-649, S-650, S-651, S-652	11	EA	\$2,444.89	\$26,893.79
	CURB INLET - 48" Diameter COJ SGL CURB INLET (5" wall, 8" base, 8" top slab) (06'-08' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-553, S-562	2	EA	\$2,444.89	\$4,889.78
	CURB INLET - 48" Diameter COJ SGL CURB INLET (5" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-556	1	EA	\$2,444.89	\$2,444.89
	CURB INLET - 6.5' x 3' COJ DOUBLE CURB INLET (8" wall, 8" base, 8" top slab) (00'-06' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-436	1	EA	\$6,544.10	\$6,544.10
	CURB INLET - 6.5' x 3' COJ DOUBLE CURB INLET (8" wall, 8" base, 8" top slab) (06'-08' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-569	1	EA	\$6,544.10	\$6,544.10
	CURB INLET - 6.5' x 3' COJ DOUBLE CURB INLET (8" wall, 8" base, 8" top slab) (10'-12' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-429, S-430	2	EA	\$6,544.10	\$13,088.20
	INLET - 2' x 3.08' FDOT INDEX 425-052 Type C (6" wall, 6" base) (06'-08' deep) With: EYEBOLTS & CHAINS, USF 6212 CAST IRON GRATE IDs: S-233A, S-653	2	EA	\$2,190.92	\$4,381.84
	INLET - 2' x 3.08' FDOT INDEX 425-052 Type C (6" wall, 6" base) (08'-10' deep) With: EYEBOLTS & CHAINS, USF 6212 CAST IRON GRATE IDs: S-232, S-233B	2	EA	\$2,190.92	\$4,381.84
	INLET - 3' x 4.5' FDOT INDEX 425-052 Type E (6" wall, 6" base) (00'-06' deep) With: EYEBOLTS & CHAINS, USF 6290 CAST IRON GRATE IDs: S-440	1	EA	\$2,922.70	\$2,922.70

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Quote #: 889639
Project Name: Southeast Quadrant Residential Phase 2C

INLET - 3' x 4.5' FDOT INDEX 425-052 Type E (6" wall, 6" base) (00'-06" deep) With: EYEBOLTS & CHAINS, USF 6290 CAST IRON GRATE Notes: BOTTOM ELEVATION MISSING ON PLANS. PRICING SUBJECT TO CHANGE. IDs: S-577	1	EA	\$2,506.45	\$2,506.45
INLET - 3' x 4.5' FDOT INDEX 425-052 Type E (6" wall, 6" base) (06'-08" deep) With: EYEBOLTS & CHAINS, USF 6290 CAST IRON GRATE IDs: S-233	1	EA	\$2,922.70	\$2,922.70
INLET - 48" Diameter TYPE B (5" wall, 8" base, 8" top slab) (00'-06" deep) With: EYEBOLTS & CHAINS, USF 4160-6210 FRAME & GRATE IDs: S-575	1	EA	\$2,467.38	\$2,467.38
INLET - 48" Diameter Valley Gutter Inlet (5" wall, 8" base, 8" top slab) (00'-06" deep) With: USF 5113-6194 FRAME & GRATE IDs: S-217, S-660	2	EA	\$3,015.21	\$6,030.42
INLET - 48" Diameter Valley Gutter Inlet (5" wall, 8" base, 8" top slab) (06'-08" deep) With: USF 5113-6194 FRAME & GRATE IDs: S-457, S-554	2	EA	\$3,015.21	\$6,030.42
INLET - 48" Diameter Valley Gutter Inlet (5" wall, 8" base, 8" top slab) (08'-10" deep) With: USF 5113-6194 FRAME & GRATE IDs: S-559	1	EA	\$3,015.21	\$3,015.21
INLET - 48" Diameter Valley Gutter Inlet (5" wall, 8" base, 8" top slab) (10'-12" deep) With: USF 5113-6194 FRAME & GRATE IDs: S-437	1	EA	\$3,015.21	\$3,015.21
INLET - 60" Diameter TYPE B (6" wall, 8" base, 8" top slab) (06'-08" deep) With: EYEBOLTS & CHAINS, USF 4160-6210 FRAME & GRATE Notes: BOTTOM ELEVATION MISSING ON PLANS. PRICING SUBJECT TO CHANGE. IDs: S-576	1	EA	\$3,430.88	\$3,430.88
INLET - 60" Diameter Valley Gutter Inlet (6" wall, 8" base, 8" top slab) (08'-10" deep) With: USF 5113-6194 FRAME & GRATE IDs: S-558	1	EA	\$4,822.21	\$4,822.21
INLET - 7' x 3' TYPE B (8" wall, 8" base, 8" top slab) (00'-06" deep) With: EYEBOLTS & CHAINS, USF 4160-6210 FRAME & GRATE IDs: S-560	1	EA	\$5,280.76	\$5,280.76
STORM MANHOLE - 3' x 5' (6" wall, 8" base, 8" top slab) (14'-16" deep) With: USF 655-U JACKSONVILLE STMSWR IDs: S-214	1	EA	\$6,111.05	\$6,111.05
STORM MANHOLE - 48" Diameter (5" wall, 8" base) (06'-08" deep) With: USF 655-U JACKSONVILLE STMSWR IDs: S-648	1	EA	\$2,740.56	\$2,740.56
STORM MANHOLE - 48" Diameter (5" wall, 8" base) (08'-10" deep) With: USF 655-U JACKSONVILLE STMSWR IDs: S-233C	1	EA	\$2,740.56	\$2,740.56

Hydro Conduit, LLC d/b/a Rinker
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doing business as Rinker Materials

Quote #:	889639				
Project Name:	Southeast Quadrant Residential Phase 2C				
	STORM MANHOLE - 5' x 4' (6" wall, 8" base, 12" top slab) (08'-10' deep) With: USF 655-U JACKSONVILLE STMSWR IDs: S-567	1	EA	\$5,483.30	\$5,483.30
	STORM MANHOLE - 5' x 5' (6" wall, 8" base, 8" top slab) (16'-18' deep) With: USF 655-U JACKSONVILLE STMSWR IDs: S-213	1	EA	\$5,724.05	\$5,724.05
	STORM MANHOLE - 60" Diameter (6" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 655-U JACKSONVILLE STMSWR IDs: S-557	1	EA	\$4,211.30	\$4,211.30
	STORM MANHOLE - 60" Diameter (6" wall, 8" base, 8" top slab) (10'-12' deep) With: USF 655-U JACKSONVILLE STMSWR IDs: S-647	1	EA	\$4,211.30	\$4,211.30
Requote	CONTROL STRUCTURE - 3' x 6' FDOT INDEX 425-052 Type E (8" wall, 8" base, 10" top slab) (08'-10' deep) With: BAFFLE(S), EYEBOLTS & CHAINS, SKIMMER PLATE, USF 6290 CAST IRON GRATE IDs: CS-11	1	EA	\$6,563.95	\$6,563.95
Requote	CURB INLET - 48" Diameter COJ SGL CURB INLET (5" wall, 8" base, 8" top slab) (06'-08' deep) With: USF 5113-6194 FRAME & GRATE Notes: UPDATED TO VALLEY GUTTER INLET 03/17/26 IDs: S-659	1	EA	\$2,878.21	\$2,878.21
Requote	STORM MANHOLE - 60" Diameter (6" wall, 8" base, 12" top slab) (08'-10' deep) With: USF 655-U JACKSONVILLE STMSWR IDs: S-233D	1	EA	\$3,766.55	\$3,766.55
Size Changed	CURB INLET - 3.5' x 3.5' COJ SGL CURB INLET (6" wall, 8" base, 8" top slab) (06'-08' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-439	1	EA	\$3,526.06	\$3,526.06
Size Changed	CURB INLET - 3.5' x 5' COJ SGL CURB INLET - ALT B (8" wall, 8" base, 8" top slab) (10'-12' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-433	1	EA	\$6,907.49	\$6,907.49
Size Changed	CURB INLET - 60" Diameter COJ SGL CURB INLET (6" wall, 8" base, 8" top slab) (06'-08' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-434	1	EA	\$4,291.06	\$4,291.06
Size Changed	CURB INLET - 7.5' x 3.5' COJ DOUBLE CURB INLET (8" wall, 8" base, 8" top slab) (00'-06' deep) With: USF 5146-6210 FRAME & GRATE, USF 5147 HOOD IDs: S-435	1	EA	\$5,746.48	\$5,746.48
Size Changed	INLET - 6' x 5.5' FDOT INDEX 425-052 Type E (6" wall, 8" base, 10" top slab) (10'-12' deep) With: EYEBOLTS & CHAINS, USF 6290 CAST IRON GRATE IDs: S-431	1	EA	\$7,058.45	\$7,058.45
Size Changed	INLET - 7' x 3' TYPE B (8" wall, 8" base, 8" top slab) (06'-08' deep) With: EYEBOLTS & CHAINS, USF 4160-6210 FRAME & GRATE IDs: S-438	1	EA	\$5,865.01	\$5,865.01

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behalf of one or more of its subsidiaries
doing business as Rinker Materials

Quote #: 889639
Project Name: Southeast Quadrant Residential Phase 2C

Size Changed	INLET - 7' x 4' Double Valley Gutter Inlet (8" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 5113-6194 FRAME & GRATE IDs: S-568	1	EA	\$8,267.42	\$8,267.42
Size Changed	STORM MANHOLE - 48" Diameter (5" wall, 8" base, 8" top slab) (10'-12' deep) With: USF 655-U JACKSONVILLE STMSWR IDs: S-645	1	EA	\$3,379.55	\$3,379.55
Size Changed	STORM MANHOLE - 6' x 5.5' (6" wall, 8" base, 12" top slab) (10'-12' deep) With: USF 655-U JACKSONVILLE STMSWR IDs: S-432	1	EA	\$7,524.05	\$7,524.05

Storm Total: \$213,186.77

Mitered End

Item	Description	QTY	Unit	Unit Price	Ext Price
	MITERED END - 24" PRECAST MITERED END IDs: S-233E	1	EA	\$1,035.00	\$1,035.00
	MITERED END - 15" MITERED END IDs: S-552	1	EA	\$675.00	\$675.00
	MITERED END - 30" MITERED END IDs: S-555	1	EA	\$1,372.50	\$1,372.50

Mitered End Total: \$3,082.50

Quote Total: \$328,120.53

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EXHIBIT B

TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes* or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties, and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, orders, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, orders, additions or amendments are in writing and signed by a duly authorized representative of Owner. **Hydro Conduit, LLC d/b/a Rinker Materials' Standard Terms and Conditions (STCs) shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.**

Hydro Conduit, LLC d/b/a Rinker
Materials or Forterra Pipe & Precast,
LLC d/b/a Rinker Materials for itself or on
behalf of one or more of its subsidiaries
doing business as Rinker Materials

13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Boggy Branch Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017914099C-1, affirms that the tangible personal property purchased pursuant to Purchase Order Number BBCDD-26-002 from Rinker Materials (Vendor) on or after 04/01/2024 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated 12/03/2025 with W. Gardner LLC (Contractor) for the construction of Southeast Quadrant Residential Phase 2C.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (**You must initial each of the following requirements.**)

- ☐ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ☐ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ☐ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ☐ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ☐ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Boggy Branch Community Development District.

Kenny White
Signature of Authorized Representative
of Governmental Entity/Title

4/28/26
Date

Scott A. Widd
Purchasing Agent

4/21/2026
Date

Federal Employer Identification Number: 35-2672275

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

Hydro Conduit, LLC d/b/a Rinker
Materials or Forterra Pipe & Precast,
LLC d/b/a Rinker Materials for itself or on
behalf of one or more of its subsidiaries
doing business as Rinker Materials

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.



Boggy Branch Community Development District

**Ratification of Purchase Order BBCDD-26-003
Re: Central Florida Transport, LLC**

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.
NAME: Chase Upson
ADDRESS: 511 Mulberry St, Coleman Floida, 33521
TELEPHONE NUMBER: (352) 748 3941
2. Manufacturer or brand, model, or specification number of the item.
Lime rock for road base.

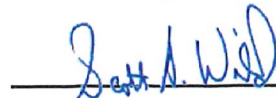
3. Quantity needed as estimated by CONTRACTOR. See attached quote.
4. The price quoted by the supplier for the construction materials identified above.
\$ 410,958.91
5. The sales tax associated with the price quote: \$ 24,732.53
6. Shipping and handling insurance cost. \$0.0
7. Delivery dates as established by CONTRACTOR. TBD

OWNER: Boggy Branch Community Development District


Authorized Signature (Title)

6/23/26
Date

PURCHASING AGENT: England-Thims & Miller, Inc.


Authorized Signature (Title)

6/22/2026
Date

CONTRACTOR: W. Gardner LLC


Authorized Signature (Title)

5/21/26
Date

PURCHASE ORDER
PURCHASE ORDER - P.O.: BBCDD-26-003
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

Owner:	Boggy Branch Community Development District 3501 Quadrangle Boulevard Suite 270 Orlando, FL 32817	Seller:	Central Florida Transport, LLC
Address:	c/o England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, FL 32258 Attn: Jose L Villarruel Villarruelj@etminc.com	Address:	511 Mulberry St Coleman, FL 33521 Attn: Chase Upson chase@cfltransport.net
Phone:	(904) 518-7056	Phone:	(352) 748 3941

Project Name:	Southeast Quadrant Residential Phase 2B	Contract Date:	04/25/2026
Project Address:	Kernan Blvd. and Stillwood Pines Blvd. Jacksonville FL	Purchase Order:	BBCDD-26-003

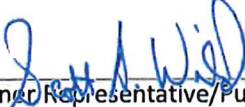
Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered as soon as possible from the date of this Order.

Price – \$ 410,958.91

Certificate of Exemption # 85-8017914099C-1

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.



Owner Representative/Purchasing Agent
By: ETM, Inc.

Name: Scott A. Wild

Title: District Engineer

Date Executed: 6/22/2026

Central Florida Transport, LLC

Seller
By: 

Name: Patrick McLaughlin

Title: President

Date Executed:

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

EXHIBIT A

Chase held price for 2B per phone call 4/23/25



Coleman, Florida 33521 / Phone: 352-748-3941

Customer:	W. Gardner	Quote Date:	11 / 19 / 2024
To:	Carson Jones	Valid Thru:	12 / 31 / 2025
Customer Email:	Carson@gardnerland.com	Quote #:	QID1-111924003
Job Name:	Seven Pines 2A (SE QUADRANT RESIDENTIAL)	Prepared By:	Chase Upson
Job Address:	12096 Stillwood Pines Blvd, Jacksonville	Submitted By:	Malaki Haley

Material	Quantity	Haul Only or Delivered	Source	Central Florida Transport		Central Florida Logistics	
				Tractor Trailer	UOM	Tri-Axle (Mlnl)	UOM (18-TCY)
Lime Rock Base FDOT	Open	Delivered	CFT Source	\$32.51	TON		

TERMS

1. Pay terms are NET 30 Days.
2. An interest rate of 1.5% (18% annually) is subject to be applied to payments made 45 days after the invoice date.
3. Any Payments exceeding 45 days from the date of invoice are subject to a service disruption until the account is made current.
4. Price will increase by 10% annually at the beginning of each calendar year starting 1-1-2026.
5. Rates are based on a fuel cost of \$3.00 per gallon. Rates will increase by 1% for every .07 cents in additional fuel costs from the date of the bid through the duration of the job. If applicable, rates will be adjusted weekly based on EIA.GOV Lower Atlantic. The overall price(s) will not fall below the quoted price(s) above.
6. The quote may not be honored if not signed and returned within 30 days of the quote date above.
7. Prices are based on a minimum 10-hour workday with regular dump hours from 7 a.m. to 5 p.m. Monday through Friday.
8. The contractor is responsible for ensuring adequate equipment onsite and maintains the site haul road to facilitate the safe and timely dumping and/or loading of materials.
9. The contractor is responsible for any FDOT fines resulting from overloads from Sources with no FDOT-certified scales.
10. We don't guarantee any daily quantities and assume no responsibility or liability from the Contractor or Owner due to the delivery of materials or the lack of delivery to the job site.
11. Any changes in the daily quantities or hours of operation may be subject to a change in the price quoted above.
12. If this quote includes materials, it's the contractor's responsibility to ensure all materials meet desired specifications before shipment. We can assist with attaining test reports from Sources upon request. However, we cannot guarantee any specifications or moisture contents from the material Sources. Any dispute arising from materials must be handled between the Contractor and Source, for which we take no responsibility.
13. All Tri-Axle jobs, if quoted above, require a (4) hour minimum unless otherwise noted.
14. The contractor agrees to release Central Florida Transport, LLC or any other trucks hired by Central Florida Transport, LLC and its subsidiaries any responsibility that may occur when taking a truck past the curbside. Damage could include but is not limited to the curb and gutter, sidewalk, driveway, grass, sprinkler systems, personal property, or others. In addition, the contractor agrees to indemnify and hold harmless Central Florida Transport, LLC and its affiliate(s) for any damage on the job site.
15. Force Majeure: Carrier will not be deemed responsible for failure to deliver where such failure results from any cause beyond the carrier's reasonable control.
16. Contractor will be responsible for Maintenance of Traffic (MOT) for the above project.

An authorized signature is required to validate quote.

Accepted By: _____ Title: _____

Company: _____ Date: _____

And the quantity is 12,641 Tons.

EXHIBIT B

TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Boggy Branch Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017914099C-1, affirms that the tangible personal property purchased pursuant to Purchase Order Number BBCDD-26-003 from Central Florida Transport LLC (Vendor) on or after 04/25/2026 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated 04/25/2026 with W. Gardner LLC (Contractor) for the construction of Southeast Quadrant Residential Phase 2B.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (*You must initial each of the following requirements.*)

- ☐ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ☐ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ☐ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ☐ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ☐ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Boggy Branch Community Development District

Kerry White
Signature of Authorized Representative
of Governmental Entity/Title

6/23/26
Date

Scott A. Wild
Purchasing Agent

6/22/2026
Date

Federal Employer Identification Number: 35-2672275

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.



Boggy Branch Community Development District

**Ratification of Series 2024A
Requisition Nos. 149 – 179 & 181**

REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **149**

(B) Name of Payee: Payment/wire instructions:
 CORE & MAIN LP
 WIRE INSTRUCTIONS
 Bank: Bank of America
 Account Name: CORE & MAIN, LP
 Checking Account#: 3756670095
 ABA# for Wire: 026009593
 Swift Code: BOFAUS3N
 achpayment@coreandmain.com
 SSN or EIN 03-0550887
 Customer Number: 272702

(C) Amount Payable: **\$1,080,787.56**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable:
 SEQ Phase 2B Storm and Utility Pipe

(E) Amount, if any, that is used for a Deferred Cost:

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

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,

 or

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

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kerry White
Responsible Officer

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

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

Scott A. Wild

Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 150

(B) Name of Payee:

**Boggy Branch CDD
c/o PFM Group Consulting, LLC
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817**

(C) Amount Payable: \$ 8,279.00

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

Reimbursement of the General Fund for Epic Park Water Meter Payment

(E) Amount, if any, that is used for a Deferred Cost:

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

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kerry White
Responsible Officer

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

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

Scott A. Wied
Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **151**

(B) Name of Payee: Payment/wire instructions:
 ABA #104000016
 First National Bank of Omaha
 Kutak Rock LLP
 A/C # 24690470
 Reference: Invoice No. 3728569
 Client Matter No. 2023-2
 Notification Email: eftgroup@kutakrock.com

(C) Amount Payable: **\$ 2,456.50**

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

Professional Services related to project construction - Invoice 3728569 2023-2

(E) Amount, if any, that is used for a Deferred Cost:

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

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,

 or

 ☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

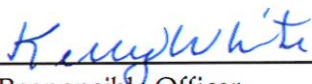
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 152
- (B) Name of Payee: Wiring W. Gardner, LLC
Instructions: Bank Name: PNC Bank
 Bank City & State: Jacksonville, Florida
 Beneficiary's Name: W. Gardner, LLC
 Beneficiary's Address: 4929 Atlantic Blvd,
 Jacksonville, FL 32207
 Routing Number: 267084199
 Account Number: 1271344643
 Account Type: Business Checking
- (C) Amount Payable: \$ 1,368,506.31
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Seven Pines 2A Contractor Payment Application No. 24005-24 (March 2026)**
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
Acquisition and Construction

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
- or
- ☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

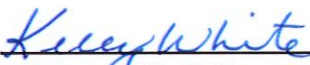
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

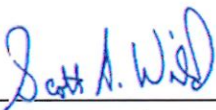
Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **153**

(B) Name of Payee:

Account Name KOMPAN, Inc.
Address 605 W Howard Lane. STE 101 Austin, TX 78753
Phone 800-426-9788
Bank Name Nordea Bank Finland Plc., New York Branch
Address 1211 Avenue of the Americas, 23rd Floor, NY, NY 10036
Phone 212-318-9379
Account # 7181553001
ABA (Routing) # 026010786
SWIFT Code NDEAUS3N

(C) Amount Payable: **\$ 73,097.10**

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

Tribute Park Playground Equipment Balance Remaining - INV137526

(E) Amount, if any, that is used for a Deferred Cost:

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

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kacey White
Responsible Officer

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

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

Scott A. Wied
Consulting Engineer

REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **154**
- (B) Name of Payee: ETM Surveying & Mapping
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290
- (C) Amount Payable: **\$ 5,200.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable:

SEQ Residential Ph 2A-2 - Boundary Survey and Plat Services - Invoice 28207 (March 2026)
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
Acquisition and Construction

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Keely White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **155**

(B) Name of Payee:

Perret and Associates, Inc.
1484 Monticello Road
Jacksonville, FL 32207

(C) Amount Payable: **\$ 7,800.00**

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

SEQ Residential Phase 2B - Surveying Services - Invoice 120483

(E) Amount, if any, that is used for a Deferred Cost:

(F) Fund or Account from which disbursement to be made:

Acquisition and Construction

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to

receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kerry White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **156**

(B) Name of Payee:

**Perret and Associates, Inc.
1484 Monticello Road
Jacksonville, FL 32207**

(C) Amount Payable: **\$ 4,000.00**

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

SEQ Residential Phase 2C - Surveying Services - Invoice 120485

(E) Amount, if any, that is used for a Deferred Cost:

(F) Fund or Account from which disbursement to be made:

Acquisition and Construction

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to

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Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kerry White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 157
- (B) Name of Payee: **England-Thims & Miller, Inc.**
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290
- (C) Amount Payable: \$ 39,797.35
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable:

Seven Pines Epic Park (WA#20) - Invoice 225179 (Mar 2026) \$ 3,472.50

Phase 2B COJ Inspection Services and Contract Administration (WA#21) -
Invoice 225202 (Mar 2026) \$ 36,324.85

TOTAL REQUISITION \$39,797.35

- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
Acquisition and Construction

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Keezy White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **158**
- (B) Name of Payee: O.R. Dicky Smith & Co., Inc.
12740 Atlantic Boulevard, Suite 7
Jacksonville, FL 32225
- (C) Amount Payable: **\$532,582.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable:
Seven Pines Tribute Park - Application for Payment No. 2510-03 (March 2026)
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
Acquisition and Construction

The undersigned hereby certifies that:

- 1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to

receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kerry White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 159
- (B) Name of Payee: Wiring W. Gardner, LLC
Instructions: Bank Name: PNC Bank
 Bank City & State: Jacksonville, Florida
 Beneficiary's Name: W. Gardner, LLC
 Beneficiary's Address: 4929 Atlantic Blvd,
 Jacksonville, FL 32207
 Routing Number: 267084199
 Account Number: 1271344643
 Account Type: Business Checking
- (C) Amount Payable: \$ 576,239.23
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Seven Pines 2A Contractor Payment Application No. 24005-25 (April 2026)**
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
Acquisition and Construction

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,

 or

 ☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kerry White
Responsible Officer

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

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

Seth A. Wild
Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **160**
- (B) Name of Payee: O.R. Dicky Smith & Co., Inc.
12740 Atlantic Boulevard, Suite 7
Jacksonville, FL 32225
- (C) Amount Payable: **\$ 32,020.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable:
Seven Pines Tribute Park - Application for Payment No. 2510-04 (April 2026)
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
Acquisition and Construction

The undersigned hereby certifies that:

- 1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to

receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kelly White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **161**
- (B) Name of Payee: O.R. Dicky Smith & Co., Inc.
12740 Atlantic Boulevard, Suite 7
Jacksonville, FL 32225
- (C) Amount Payable: **\$ 81,770.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable:
Seven Pines Tribute Park - Application for Payment No. 2510-RET (April 2026)
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
Acquisition and Construction

The undersigned hereby certifies that:

- 1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to

receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kerry White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 162
- (B) Name of Payee: **Rinker Materials**
ABA: 121000248 (Wells Fargo)
Account: 2052700385107
Swift: WFBIUS6S CHIPS 0407
Remit to: ACH@Quikrete.com
- (C) Amount Payable: **\$ 17,248.49**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **SEQ Phase 2B Drainage Structures**
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
Acquisition and Construction

The undersigned hereby certifies that:

- 1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

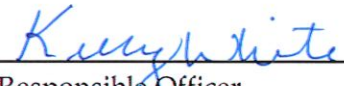
The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to

receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

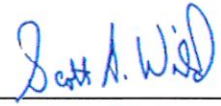
Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


Consulting Engineer

REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **163**

(B) Name of Payee: Payment/wire instructions:
 CORE & MAIN LP
 WIRE INSTRUCTIONS
 Bank: Bank of America
 Account Name: CORE & MAIN, LP
 Checking Account#: 3756670095
 ABA# for Wire: 026009593
 Swift Code: BOFAUS3N
 achpayment@coreandmain.com
 SSN or EIN 03-0550887
 Customer Number: 272702

(C) Amount Payable: **\$ 45,307.20**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable:
SEQ Phase 2B Storm Pipe

(E) Amount, if any, that is used for a Deferred Cost:

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

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
 ☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kenny White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **164**
- (B) Name of Payee: **GP Materials, Inc.
TD Bank
T.J. Jarvis (352) 671-5088
ACH Routing Number: 067014822
Account Number: 7600317329**
- (C) Amount Payable: **\$ 540.00** 
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **SEQ Residential Phase 2A Materials**
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
Acquisition and Construction

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kerry White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 165
- (B) Name of Payee: Payment/wire instructions:
CORE & MAIN LP
WIRE INSTRUCTIONS
Bank: Bank of America
Account Name: CORE & MAIN, LP
Checking Account#: 3756670095
ABA# for Wire: 026009593
Swift Code: BOFAUS3N
achpayment@coreandmain.com
SSN or EIN 03-0550887
Customer Number: 272702
- (C) Amount Payable: \$60,409.60
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable:
SEQ Phase 2B Storm Pipe
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
Acquisition and Construction

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

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4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kenny White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 166
- (B) Name of Payee: **Majestic Touch of Class Cleaning, LLC
13245 Atlantic Blvd. #4-337
Jacksonville, FL 32225-7121**
- (C) Amount Payable: **\$ 3,790.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable:

Installation of six adirondack chairs and labor associated with the installation of picnic tables at Tribute Park – Invoice 1287
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
Acquisition and Construction

The undersigned hereby certifies that:

- 1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to

receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kelly White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 167

(B) Name of Payee: Payment/wire instructions:
 CORE & MAIN LP
 WIRE INSTRUCTIONS
 Bank: Bank of America
 Account Name: CORE & MAIN, LP
 Checking Account#: 3756670095
 ABA# for Wire: 026009593
 Swift Code: BOFAUS3N
 achpayment@coreandmain.com
 SSN or EIN 03-0550887
 Customer Number: 272702

(C) Amount Payable: **\$50,615.20**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable:
SEQ Phase 2B Storm Pipe

(E) Amount, if any, that is used for a Deferred Cost:

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

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
 ☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

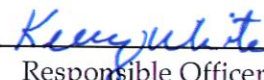
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

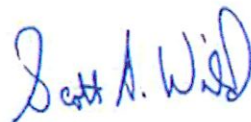
Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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



Consulting Engineer

REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 168
- (B) Name of Payee: **Southern Recreation**
4060 Edison Avenue
Jacksonville, Florida 32254
- (C) Amount Payable: \$ 2,785.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable:
Tribute Park Waste Receptacles - Invoice Item TR32Classic
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
Acquisition and Construction

The undersigned hereby certifies that:

- 1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to

receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Keey White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):⁶⁹

(A) Requisition Number: **169**

(B) Name of Payee: **England-Thims & Miller, Inc.**
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290

(C) Amount Payable: **\$ 15,520.75**

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

Seven Pines Epic Park (WA#20) - Invoice 225721 (Apr 2026)	\$ 707.50
Phase 2B COJ Inspection Services and Contract Administration (WA#21) - Invoice 225722 (Apr 2026)	\$12,866.25
Phase 2C COJ Inspection Services and Contract Administration (WA#22) - Invoice 225723 (Apr 2026)	<u>\$ 1,947.00</u>
TOTAL REQUISITION	\$15,520.75

(E) Amount, if any, that is used for a Deferred Cost:

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

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

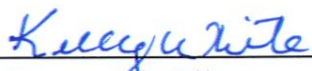
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 170
- (B) Name of Payee: Wiring W. Gardner, LLC
Instructions: Bank Name: PNC Bank
 Bank City & State: Jacksonville, Florida
 Beneficiary's Name: W. Gardner, LLC
 Beneficiary's Address: 4929 Atlantic Blvd,
 Jacksonville, FL 32207
 Routing Number: 267084199
 Account Number: 1271344643
 Account Type: Business Checking
- (C) Amount Payable: \$ 1,177,412.57
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Seven Pines 2A Contractor Payment Application No. 24005-26 (May 2026)**
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
Acquisition and Construction

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
- or
- ☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kacey White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **303**

(B) Name of Payee **England-Thims & Miller, Inc.**
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290 - England, Thims & Miller, Inc.

(C) Amount Payable: **\$ 4,805.00**

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

COJ Inspection Services and Contract Administration (Phase 1C)
Invoice 225734 (April 2026)

(E) Amount, if any, that is used for a Deferred Cost:

(F) Fund or Account from which disbursement to be made:
Special Assessment Bonds, Series 2021

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or

☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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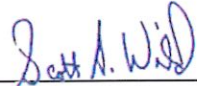
Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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



Consulting Engineer

REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **171**
- (B) Name of Payee: Payment/wire instructions:
 CORE & MAIN LP
 WIRE INSTRUCTIONS
 Bank: Bank of America
 Account Name: CORE & MAIN, LP
 Checking Account#: 3756670095
 ABA# for Wire: 026009593
 Swift Code: BOFAUS3N
 achpayment@coreandmain.com
 SSN or EIN 03-0550887
 Customer Number: 272702
- (C) Amount Payable: **\$553,987.92**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable:
 SEQ Phase 2C Storm and Utility Pipe
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
 Acquisition and Construction

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,

 or

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

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kelly White
Responsible Officer

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

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

Scott A. Wied
Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 172
- (B) Name of Payee: Rinker Materials
ABA: 121000248 (Wells Fargo)
Account: 2052700385107
Swift: WFBIUS6S CHIPS 0407
Remit to: ACH@Quikrete.com
- (C) Amount Payable: \$124,677.50
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): SEQ Phase 2C Drainage Structures
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
Acquisition and Construction

The undersigned hereby certifies that:

- 1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to

receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kelley White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 173

(B) Name of Payee:

**Perret and Associates, Inc.
1484 Monticello Road
Jacksonville, FL 32207**

(C) Amount Payable: \$ 1,560.00

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

SEQ Residential Phase 2C - Administer Plat Review - Invoice 122514

(E) Amount, if any, that is used for a Deferred Cost:

(F) Fund or Account from which disbursement to be made:

Acquisition and Construction

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
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The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to

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Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 174
- (B) Name of Payee: Rinker Materials
ABA: 121000248 (Wells Fargo)
Account: 2052700385107
Swift: WFBIUS6S CHIPS 0407
Remit to: ACH@Quikrete.com
- (C) Amount Payable: \$ 152,497.99
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): SEQ Phase 2C Drainage Structures
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
Acquisition and Construction

The undersigned hereby certifies that:

- 1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to

receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: K. Leighton
Responsible Officer

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

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

Scott A. Wied
Consulting Engineer

REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **175**

(B) Name of Payee: Payment/wire instructions:
 CORE & MAIN LP
 WIRE INSTRUCTIONS
 Bank: Bank of America
 Account Name: CORE & MAIN, LP
 Checking Account#: 3756670095
 ABA# for Wire: 026009593
 Swift Code: BOFAUS3N
 achpayment@coreandmain.com
 SSN or EIN 03-0550887
 Customer Number: 272702

(C) Amount Payable: **\$ 14,827.60**

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

SEQ Phase 2C Storm and Utility Pipe

(E) Amount, if any, that is used for a Deferred Cost:

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

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,

 or

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

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

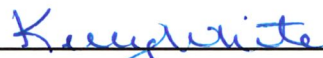
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 176

(B) Name of Payee:

**Basham & Lucas Design Group, Inc.
7645 Gate Parkway, Suite 101
Jacksonville, FL 32256**

(C) Amount Payable: \$ 24,000.00

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

Architectural services Tribute Park and Amenity Boathouse - Invoice 11264

(E) Amount, if any, that is used for a Deferred Cost:

(F) Fund or Account from which disbursement to be made:

Acquisition and Construction

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


Consulting Engineer

REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 177

(B) Name of Payee:

Perret and Associates, Inc.
1484 Monticello Road
Jacksonville, FL 32207

(C) Amount Payable: \$ 5,335.43

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

SEQ Residential Phase 2C - Final Plat Fee - Invoice 122835

(E) Amount, if any, that is used for a Deferred Cost:

(F) Fund or Account from which disbursement to be made:

Acquisition and Construction

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

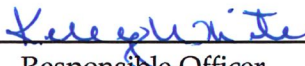
The undersigned hereby further certifies that there has not been filed with or served upon

the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **178**
- (B) Name of Payee: **Rinker Materials**
ABA: 121000248 (Wells Fargo)
Account: 2052700385107
Swift: WFBIUS6S CHIPS 0407
Remit to: ACH@Quikrete.com
- (C) Amount Payable: **\$ 50,945.04**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **SEQ Phase 2C Drainage Structures**
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
Acquisition and Construction

The undersigned hereby certifies that:

- 1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to

receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

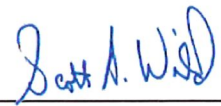
Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


Consulting Engineer

**REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **179**
- (B) Name of Payee: Payment/wire instructions:
 CORE & MAIN LP
 WIRE INSTRUCTIONS
 Bank: Bank of America
 Account Name: CORE & MAIN, LP
 Checking Account#: 3756670095
 ABA# for Wire: 026009593
 Swift Code: BOFAUS3N
 achpayment@coreandmain.com
 SSN or EIN 03-0550887
 Customer Number: 272702
- (C) Amount Payable: **\$ 24,508.80**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable:
 SEQ Phase 2C Storm Pipe (only)
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
 Acquisition and Construction

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
 or
 ☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kerry White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of January 1, 2021 as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):69

- (A) Requisition Number: **181**
- (B) Name of Payee: **Custom Concrete, Inc.**
1777 McDuff Ave. N.
Jacksonville, FL 32254
- (C) Amount Payable: **\$ 1,896.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable:

Concrete Sidewalk at Phase 1C/2A Phase line - Invoice 73462
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
Acquisition and Construction

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
or
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kelly White
Responsible Officer

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

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

Scott A. Wied
Consulting Engineer



Boggy Branch Community Development District

**Ratification of Payment
Authorization Nos. 215 – 227**

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 215
3/26/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
82912-BALDUE	4 Rivers Smokehouse of Jacksonville LLC (BOGGYB)	03/24/2026	Boggy Branch CDD	739.57
5828	C Buss Enterprises, Inc. (BOGGYB)	03/25/2026	Boggy Branch CDD	3,200.00
Total:				3,939.57

Vivian Carvalho

Secretary / Assistant Secretary

Kerry White

Chairman / Vice Chairman

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 216
4/3/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
JAC-0435115	DoodyCalls of Jacksonville FL (BOGGYB)	03/31/2026	Boggy Branch CDD	540.00
TRIVIA-032626	Fast Jax Trivia (BOGGYB)	03/26/2026	Boggy Branch CDD	204.50
10201	First Coast Contract Maintenance Services (BOGGYB)	04/01/2026	Boggy Branch CDD	17,067.07
10205	First Coast Contract Maintenance Services (BOGGYB)	04/01/2026	Boggy Branch CDD	223.10
1441430ES	Florida Natural Gas (BOGGYB)	03/31/2026	Boggy Branch CDD	9.21
50202-032726	JEA (BOGGYB)	03/27/2026	Boggy Branch CDD	17,711.94
0000017	Jennie Blooms LLC (BOGGYB)	03/12/2026	Boggy Branch CDD	525.00
66228505	Nader's Pest Raiders (BOGGYB)	03/18/2026	Boggy Branch CDD	77.00
66228542	Nader's Pest Raiders (BOGGYB)	03/18/2026	Boggy Branch CDD	7.00
445995	OnSight Industries, LLC (BOGGYB)	01/29/2026	Boggy Branch CDD	827.00
141291	PFM Group Consulting LLC (BOGGYB)	03/30/2026	Boggy Branch CDD	5,000.00
2026-004002	Robert Fowler (BOGGYB)	03/31/2026	Boggy Branch CDD	300.00
97286-032726	TECO (BOGGYB)	03/27/2026	Boggy Branch CDD	103.63
60112	The Landscape Design Group of (BOGGYB)	03/30/2026	Boggy Branch CDD	10,674.00
8120008	U.S. Bank (BOGGYB)	03/25/2026	Boggy Branch CDD	5,387.50
27862	VerdeGo Landscape (BOGGYB)	04/01/2026	Boggy Branch CDD	3,823.33
27863	VerdeGo Landscape (BOGGYB)	04/01/2026	Boggy Branch CDD	3,268.28
27864	VerdeGo Landscape (BOGGYB)	04/01/2026	Boggy Branch CDD	5,088.75
8329	VGlobalTech (BOGGYB)	03/31/2026	Boggy Branch CDD	300.00
8428	VGlobalTech (BOGGYB)	04/01/2026	Boggy Branch CDD	145.00
4695794	Waste Pro - Jacksonville (BOGGYB)	03/31/2026	Boggy Branch CDD	15,156.84
4696968	Waste Pro - Jax Greenland (BOGGYB)	04/01/2026	Boggy Branch CDD	565.90
Total:				87,005.05

Vivian Carvalho

Secretary / Assistant Secretary

Kerry White

Chairman / Vice Chairman

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 217
4/10/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
47173040	Air-Max Heating and Cooling (BOGGYB)	04/07/2026	Boggy Branch CDD	1,294.00
71360-033126	AT&T (BOGGYB)	03/31/2026	Boggy Branch CDD	285.00
CINCO-040126	Casino and Poker Parties	04/01/2026	Boggy Branch CDD	1,100.00
8408225820	Cintas (BOGGYB)	03/31/2026	Boggy Branch CDD	252.30
299-105024	FASTSIGNS	04/08/2026	Boggy Branch CDD	66.85
28968	Grau and Associates (BOGGYB)	04/02/2026	Boggy Branch CDD	1,000.00
26-01924D	Jacksonville Daily Record (BOGGYB)	04/09/2026	Boggy Branch CDD	100.00
3728559	Kutak Rock LLP (BOGGYB)	04/06/2026	Boggy Branch CDD	871.50
OE-EXP-04-2026-05	PFM Group Consulting LLC (BOGGYB)	04/06/2026	Boggy Branch CDD	72.18
DM-04-2026-6	PFM Management Services LLC (BOGGYB)	04/05/2026	Boggy Branch CDD	2,458.33
2594633	The Huntington National Bank (BOGGYB)	04/08/2026	Boggy Branch CDD	2,175.05
Total:				9,675.21

Kwame Jackson

Secretary / Assistant Secretary

Kelly White

Chairman / Vice Chairman

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 218
4/17/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
225194	England-Thims & Miller, Inc. (BOGGYB)	04/08/2026	Boggy Branch CDD	1,862.50
1203	Majestic Touch of Class Cleani (BOGGYB)	04/12/2026	Boggy Branch CDD	2,159.57
2140107	The Lake Doctors (BOGGYB)	04/15/2026	Boggy Branch CDD	1,300.00
59783	The Landscape Design Group of (BOGGYB)	03/07/2026	Boggy Branch CDD	3,959.10
60290	The Landscape Design Group of (BOGGYB)	04/08/2026	Boggy Branch CDD	2,190.00
28064	VerdeGo Landscape (BOGGYB)	04/15/2026	Boggy Branch CDD	119.00
Total:				11,590.17

Kwame Jackson
Secretary / Assistant Secretary

Kelly White
Chairman / Vice Chairman

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 219
4/24/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
50926-01	Balloon Heaven, LLC (BOGGYB)	04/21/2026	Boggy Branch CDD	350.00
0007	Gary Whitaker (BOGGYB)	04/23/2026	Boggy Branch CDD	250.00
Total:				600.00

Venessa Ripoll

Secretary / Assistant Secretary

Kecay White

Chairman / Vice Chairman

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 220
5/1/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
6075	C Buss Enterprises, Inc. (BOGGYB)	04/25/2026	Boggy Branch CDD	3,200.00
10253	First Coast Contract Maintenance Services (BOGGYB)	05/01/2026	Boggy Branch CDD	17,067.07
1462289ES	Florida Natural Gas (BOGGYB)	04/29/2026	Boggy Branch CDD	8.14
50202-042726	JEA (BOGGYB)	04/27/2026	Boggy Branch CDD	21,250.50
66693321	Nader's Pest Raiders (BOGGYB)	04/13/2026	Boggy Branch CDD	77.00
66693357	Nader's Pest Raiders (BOGGYB)	04/13/2026	Boggy Branch CDD	7.00
66693538	Nader's Pest Raiders (BOGGYB)	04/13/2026	Boggy Branch CDD	85.00
IV01093518	Pye-Barker Fire & Safety LLC (BOGGYB)	04/30/2026	Boggy Branch CDD	560.00
97286-042826	TECO (BOGGYB)	04/28/2026	Boggy Branch CDD	102.86
28429	VerdeGo Landscape (BOGGYB)	05/01/2026	Boggy Branch CDD	3,823.34
28430	VerdeGo Landscape (BOGGYB)	05/01/2026	Boggy Branch CDD	3,268.29
28431	VerdeGo Landscape (BOGGYB)	05/01/2026	Boggy Branch CDD	5,088.75
Total:				54,537.95

Kwame Jackson

Secretary / Assistant Secretary

Keray White

Chairman / Vice Chairman

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 221
5/8/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
71360-043026	AT&T (BOGGYB)	04/30/2026	Boggy Branch CDD	285.00
8408308356	Cintas (BOGGYB)	04/30/2026	Boggy Branch CDD	252.30
29248	Grau and Associates (BOGGYB)	05/04/2026	Boggy Branch CDD	1,000.00
38835	Quick Catch Inc. (BOGGYB)	05/05/2026	Boggy Branch CDD	249.00
60567	The Landscape Design Group of (BOGGYB)	05/01/2026	Boggy Branch CDD	10,674.00
4699210	Waste Pro - Jacksonville (BOGGYB)	04/30/2026	Boggy Branch CDD	15,281.46
4782752	Waste Pro - Jax Greenland (BOGGYB)	05/01/2026	Boggy Branch CDD	560.79
Total:				28,302.55

Venessa Ripoll
Secretary / Assistant Secretary

Kecy White
Chairman / Vice Chairman

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 222
5/15/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
47140926	Air-Max Heating and Cooling (BOGGYB)	04/01/2026	Boggy Branch CDD	108.00
225740	England-Thims & Miller, Inc. (BOGGYB)	05/07/2026	Boggy Branch CDD	2,737.50
299-105526	FASTSIGNS	04/27/2026	Boggy Branch CDD	101.95
10276	First Coast Contract Maintenance Services (BOGGYB)	05/15/2026	Boggy Branch CDD	907.79
39210A	Fountain Design Group, Inc. (BOGGYB)	05/13/2026	Boggy Branch CDD	1,882.93
1276	Majestic Touch of Glass Cleani (BOGGYB)	05/12/2026	Boggy Branch CDD	5,810.65
8176	Mulch Masters, LLC (BOGGYB)	05/11/2026	Boggy Branch CDD	1,950.00
451411	OnSight Industries, LLC (BOGGYB)	05/07/2026	Boggy Branch CDD	190.00
DM-05-2026-5	PFM Management Services LLC (BOGGYB)	05/05/2026	Boggy Branch CDD	2,458.33
OE-EXP-05-2026-07	PFM Management Services LLC (BOGGYB)	05/06/2026	Boggy Branch CDD	37.41
38844	Quick Catch Inc. (BOGGYB)	05/07/2026	Boggy Branch CDD	646.00
38862	Quick Catch Inc. (BOGGYB)	05/12/2026	Boggy Branch CDD	1,750.00
2661803	The Huntington National Bank (BOGGYB)	05/08/2026	Boggy Branch CDD	2,175.05

Total: ~~20,755.61~~

514,944.96

Revising invoice

Vivian Carvalho

Secretary / Assistant Secretary

Kenny White

Chairman / Vice Chairman

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 223
5/22/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
FC3661	Air-Max Heating and Cooling (BOGGYB)	05/15/2026	Boggy Branch CDD	2.34
37842	Celebration Party Rental (BOGGYB)	05/12/2026	Boggy Branch CDD	370.11
26-02829D	Jacksonville Daily Record (BOGGYB)	05/21/2026	Boggy Branch CDD	79.00
REIMB-052026	Mike Veazey (BOGGYB)	05/20/2026	Boggy Branch CDD	202.30
451907	OnSight Industries, LLC (BOGGYB)	05/16/2026	Boggy Branch CDD	2,505.00
60761	The Landscape Design Group of (BOGGYB)	05/20/2026	Boggy Branch CDD	4,035.00
28734	VerdeGo Landscape (BOGGYB)	05/20/2026	Boggy Branch CDD	114.00
8508	VGlobalTech (BOGGYB)	05/01/2026	Boggy Branch CDD	145.00
Total:				7,452.75

Venessa Ripoll
Secretary / Assistant Secretary

Kerry White
Chairman / Vice Chairman

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 224
5/29/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
6323	C Buss Enterprises, Inc. (BOGGYB)	05/25/2026	Boggy Branch CDD	3,200.00
0149	Dream Walking Entertainment (BOGGYB)	05/28/2026	Boggy Branch CDD	500.00
32475	Egis Insurance Advisors, LLC (BOGGYB)	05/26/2026	Boggy Branch CDD	3,578.00
TRIVIA-052826	Fast Jax Trivia (BOGGYB)	05/28/2026	Boggy Branch CDD	212.33
04131662	J. Gibson McIlvain Company (BOGGYB)	05/12/2026	Boggy Branch CDD	3,246.00
50202-052726	JEA (BOGGYB)	05/27/2026	Boggy Branch CDD	29,507.92
1276	Majestic Touch of Class Cleani (BOGGYB)	05/12/2026	Boggy Branch CDD	2,020.65
97286-052826	TECO (BOGGYB)	05/28/2026	Boggy Branch CDD	98.66
2153368	The Lake Doctors (BOGGYB)	05/22/2026	Boggy Branch CDD	1,300.00
Total:				43,663.56

Venessa Ripoll

Secretary / Assistant Secretary

Kenny White

Chairman / Vice Chairman

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 225
6/5/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
BOGGY060126	Advanced Security Specialist (BOGGYB)	06/01/2026	Boggy Branch CDD	140.00
71360-053126	AT&T (BOGGYB)	05/31/2026	Boggy Branch CDD	0.00
8408370683	Cintas (BOGGYB)	05/31/2026	Boggy Branch CDD	252.30
10289	First Coast Contract Maintenance Services (BOGGYB)	06/01/2026	Boggy Branch CDD	1,709.93
10295	First Coast Contract Maintenance Services (BOGGYB)	06/01/2026	Boggy Branch CDD	17,067.07
10304	First Coast Contract Maintenance Services (BOGGYB)	06/01/2026	Boggy Branch CDD	470.11
0008	Gary Whitaker (BOGGYB)	04/28/2026	Boggy Branch CDD	250.00
0011	Gary Whitaker (BOGGYB)	04/28/2026	Boggy Branch CDD	300.00
29517	Grau and Associates (BOGGYB)	06/01/2026	Boggy Branch CDD	400.00
67155616	Nader's Pest Raiders (BOGGYB)	05/23/2026	Boggy Branch CDD	77.00
67155656	Nader's Pest Raiders (BOGGYB)	05/23/2026	Boggy Branch CDD	7.00
60915	The Landscape Design Group of (BOGGYB)	06/01/2026	Boggy Branch CDD	10,674.00
28996	VerdeGo Landscape (BOGGYB)	06/01/2026	Boggy Branch CDD	3,823.33
28997	VerdeGo Landscape (BOGGYB)	06/01/2026	Boggy Branch CDD	3,268.28
28998	VerdeGo Landscape (BOGGYB)	06/01/2026	Boggy Branch CDD	5,088.75
8598	VGlobalTech (BOGGYB)	06/01/2026	Boggy Branch CDD	145.00
4867172	Waste Pro - Jacksonville (BOGGYB)	05/31/2026	Boggy Branch CDD	14,786.98
4869216	Waste Pro - Jax Greenland (BOGGYB)	06/01/2026	Boggy Branch CDD	559.93
Total:				59,019.68

Vivian Carvalho

Secretary / Assistant Secretary

Kay White

Chairman / Vice Chairman

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 226
6/12/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
46265805	Air-Max Heating and Cooling (BOGGYB)	05/29/2026	Boggy Branch CDD	375.00
6425	C Buss Enterprises, Inc. (BOGGYB)	06/08/2026	Boggy Branch CDD	2,692.21
226238	England-Thims & Miller, Inc. (BOGGYB)	06/04/2026	Boggy Branch CDD	1,180.00
16-BID-8536457	FL Dept of Health-Duval County (BOGGYB)	06/01/2026	Boggy Branch CDD	125.35
16-BID-8536462	FL Dept of Health-Duval County (BOGGYB)	06/01/2026	Boggy Branch CDD	325.35
16-BID-8537186	FL Dept of Health-Duval County (BOGGYB)	06/01/2026	Boggy Branch CDD	200.35
1344	Majestic Touch of Class Cleani (BOGGYB)	06/11/2026	Boggy Branch CDD	2,363.42
DM-06-2026-5	PFM Management Services LLC (BOGGYB)	06/05/2026	Boggy Branch CDD	2,458.33
OE-EXP-06-2026-05	PFM Management Services LLC (BOGGYB)	06/09/2026	Boggy Branch CDD	13.50
2727817	The Huntington National Bank (BOGGYB)	06/07/2026	Boggy Branch CDD	2,175.05
29245	VerdeGo Landscape (BOGGYB)	06/12/2026	Boggy Branch CDD	185.00
Total:				12,093.56

Venessa Ripoll
Secretary / Assistant Secretary

Kay White
Chairman / Vice Chairman

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 227
6/18/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
10324	First Coast Contract Maintenance Services (BOGGYB)	06/15/2026	Boggy Branch CDD	2,086.78
2156040	The Lake Doctors (BOGGYB)	06/12/2026	Boggy Branch CDD	1,300.00
61091	The Landscape Design Group of (BOGGYB)	06/12/2026	Boggy Branch CDD	2,800.00
29292	VerdeGo Landscape (BOGGYB)	06/17/2026	Boggy Branch CDD	765.00
Total:				6,951.78

Venessa Ripoll

Secretary / Assistant Secretary

Kay White

Chairman / Vice Chairman



Boggy Branch Community Development District

Review of District Financial Statements



Boggy Branch CDD

May 2026 Financial Package

May 31, 2026

PFM Management Services LLC
3501 Quadrangle Blvd Suite 270
Orlando, FL 32817
407-723-5900



Boggy Branch CDD
Statement of Financial Position
As of 5/31/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$765,374.33				\$765,374.33
Debit Card Account	1,183.91				1,183.91
Assessments Receivable	141,400.83				141,400.83
Prepaid Expenses	3,663.50				3,663.50
Assessments Receivable		\$1,030,514.04			1,030,514.04
Debt Service Reserve 2021 Bond		413,437.50			413,437.50
Debt Service Reserve 2024 A1 Bond		386,418.75			386,418.75
Debt Service Reserve 2024 A2 Bond		519,308.75			519,308.75
Revenue 2021 Bond		276,897.45			276,897.45
Revenue Series 2024A-1 and A-2		21,958.67			21,958.67
Interest 2024 A1 Bond		90.00			90.00
Interest 2024 A2 Bond		78.75			78.75
Prepayment 2021 Bond		4,033.24			4,033.24
Prepayment Series 2024A-2		77,630.12			77,630.12
Principal Series 2024A-1		16.76			16.76
Acquisition/Construction 2021 Bond			\$1,094.95		1,094.95
Acquisition/Construction 2024 Bond			5,628,996.15		5,628,996.15
Total Current Assets	<u>\$911,622.57</u>	<u>\$2,730,384.03</u>	<u>\$5,630,091.10</u>	<u>\$0.00</u>	<u>\$9,272,097.70</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$1,699,869.99	\$1,699,869.99
Amount To Be Provided				38,210,130.01	38,210,130.01
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$39,910,000.00</u>	<u>\$39,910,000.00</u>
Total Assets	<u><u>\$911,622.57</u></u>	<u><u>\$2,730,384.03</u></u>	<u><u>\$5,630,091.10</u></u>	<u><u>\$39,910,000.00</u></u>	<u><u>\$49,182,097.70</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$47,500.20				\$47,500.20
Deferred Revenue	141,400.83				141,400.83
Deferred Revenue		\$1,030,514.04			1,030,514.04
Retainage Payable Series 2021			\$74,181.05		74,181.05
Retainage Payable Series 2024			717,116.63		717,116.63
Total Current Liabilities	<u>\$188,901.03</u>	<u>\$1,030,514.04</u>	<u>\$791,297.68</u>	<u>\$0.00</u>	<u>\$2,010,712.75</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$39,910,000.00	\$39,910,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$39,910,000.00</u>	<u>\$39,910,000.00</u>
Total Liabilities	<u><u>\$188,901.03</u></u>	<u><u>\$1,030,514.04</u></u>	<u><u>\$791,297.68</u></u>	<u><u>\$39,910,000.00</u></u>	<u><u>\$41,920,712.75</u></u>



Boggy Branch CDD
Statement of Financial Position
As of 5/31/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Net Assets</u>					
Net Assets, Unrestricted	\$7,156.89				\$7,156.89
Current Year Net Assets, Unrestricted	6,625.00				6,625.00
Net Assets - General Government	548,974.49				548,974.49
Current Year Net Assets - General Government	159,965.16				159,965.16
Net Assets, Unrestricted		\$4,838,179.25			4,838,179.25
Current Year Net Assets, Unrestricted		(3,138,309.26)			(3,138,309.26)
Net Assets, Unrestricted			\$13,491,506.65		13,491,506.65
Current Year Net Assets, Unrestricted			(8,627,713.23)		(8,627,713.23)
Net Assets - General Government			(25,000.00)		(25,000.00)
Total Net Assets	<u>\$722,721.54</u>	<u>\$1,699,869.99</u>	<u>\$4,838,793.42</u>	<u>\$0.00</u>	<u>\$7,261,384.95</u>
Total Liabilities and Net Assets	<u>\$911,622.57</u>	<u>\$2,730,384.03</u>	<u>\$5,630,091.10</u>	<u>\$39,910,000.00</u>	<u>\$49,182,097.70</u>



Boggy Branch CDD
Statement of Activities
As of 5/31/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$713,507.20				\$713,507.20
Off-Roll Assessments	416,623.86				416,623.86
Other Revenue - Rental Fees	6,000.00				6,000.00
Other Revenue - Key card fee	625.00				625.00
On-Roll Assessments		\$820,220.74			820,220.74
Off-Roll Assessments		955,747.49			955,747.49
Other Assessments		3,929,038.77			3,929,038.77
Inter-Fund Group Transfers In		(428,993.07)			(428,993.07)
Developer Advance			\$2,044,438.93		2,044,438.93
Inter-Fund Transfers In			428,993.07		428,993.07
Total Revenues	\$1,136,756.06	\$5,276,013.93	\$2,473,432.00	\$0.00	\$8,886,201.99
<u>Expenses</u>					
Public Officials Insurance	\$3,506.00				\$3,506.00
Trustee Services	9,571.81				9,571.81
Management	19,666.64				19,666.64
Field Management	12,600.00				12,600.00
Engineering	12,417.50				12,417.50
Disclosure Agent	7,500.00				7,500.00
District Counsel	4,400.88				4,400.88
Assessment Administration	15,000.00				15,000.00
Audit	5,500.00				5,500.00
Arbitrage Calculation	1,750.00				1,750.00
Tax Document Preparation Fee	58.94				58.94
Ryals Creek Interlocal Agreement	75,668.01				75,668.01
Legal Advertising	365.00				365.00
Miscellaneous - bank charges	1,890.53				1,890.53
Contingency	16,390.92				16,390.92
Office Supplies	852.50				852.50
Web Site Maintenance	1,760.00				1,760.00
Dues, Licenses, and Fees	175.00				175.00
Utilities	59,629.75				59,629.75
Irrigation	1,777.00				1,777.00
Fountains	2,492.93				2,492.93
Dumpster	114,989.66				114,989.66
Amenity - Telephone	3,165.00				3,165.00
Amenity - Cable TV	933.58				933.58
Amenity - Insurance	61,765.00				61,765.00
Amenity - Landscape Maintenance	26,146.31				26,146.31
Amenity - Pool Maintenance	28,800.00				28,800.00
Amenity - Janitorial	18,002.50				18,002.50
Amenity - Pest Control	833.00				833.00
Amenity - Maintenance	4,893.41				4,893.41
Amenity - Utilities - JEA	40,551.33				40,551.33
Amenity - Gas	829.67				829.67
Amenity - Mulch	1,950.00				1,950.00
Amenity - Refuse & Trash Removal	7,796.47				7,796.47
Amenity - Lifestyle Programming	20,839.76				20,839.76
Amenity - Lifestyle Coordinator	87,239.88				87,239.88
Amenity - Manager	53,313.75				53,313.75
Amenity - Fitness Lease Cardio	17,400.40				17,400.40
Amenity - Lifeguards	876.97				876.97



Boggy Branch CDD
Statement of Activities
As of 5/31/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
Amenity - Website	348.00				348.00
Amenity - Security	1,847.08				1,847.08
General Liability Insurance	3,508.00				3,508.00
Crime Insurance	500.00				500.00
General Repair & Maintenance	2,537.51				2,537.51
Lake Maintenance	10,400.00				10,400.00
Landscaping Maintenance & Material	97,587.10				97,587.10
Landscape Improvements	4,451.12				4,451.12
Lake Maintenance - Phase 1	30,586.67				30,586.67
Landscape Maintenance - Phase 1	10,177.50				10,177.50
Utilities - Phase 1	61,361.25				61,361.25
Bridge	3,246.00				3,246.00
Fitness Facility	315.57				315.57
Principal Payments Series 2021		\$330,000.00			330,000.00
Principal Payments Series 2024		5,890,000.00			5,890,000.00
Interest Payments Series 2021		803,976.25			803,976.25
Interest Payments Series 2024		1,473,688.77			1,473,688.77
Engineering			\$195,021.00		195,021.00
Capital Expenditures Series 2021			1,577,068.43		1,577,068.43
Capital Expenditures Series 2024			9,575,616.68		9,575,616.68
Total Expenses	<u>\$970,165.90</u>	<u>\$8,497,665.02</u>	<u>\$11,347,706.11</u>	<u>\$0.00</u>	<u>\$20,815,537.03</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income		\$83,341.83			\$83,341.83
Interest Income			\$246,560.88		246,560.88
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>	<u>\$83,341.83</u>	<u>\$246,560.88</u>	<u>\$0.00</u>	<u>\$329,902.71</u>
Change In Net Assets	\$166,590.16	(\$3,138,309.26)	(\$8,627,713.23)	\$0.00	(\$11,599,432.33)
Net Assets At Beginning Of Year	<u>\$556,131.38</u>	<u>\$4,838,179.25</u>	<u>\$13,466,506.65</u>	<u>\$0.00</u>	<u>\$18,860,817.28</u>
Net Assets At End Of Year	<u><u>\$722,721.54</u></u>	<u><u>\$1,699,869.99</u></u>	<u><u>\$4,838,793.42</u></u>	<u><u>\$0.00</u></u>	<u><u>\$7,261,384.95</u></u>



Boggy Branch Community Development District
Budget to Actual
For the Month Ending 5/31/26

	Year to Date				
	Actual	Budget	Variance	FY 2026 Adopted Budget	Percentage Spent
<u>Revenues</u>					
Assessments	\$ 1,130,131.06	\$ 847,688.56	\$ 282,442.50	\$ 1,271,532.84	88.88%
Other Revenue	6,625.00	-	6,625.00	-	0.00%
Carryforward Revenue	-	93,986.00	(93,986.00)	140,979.00	0.00%
Net Revenues	\$ 1,136,756.06	\$ 941,674.56	\$ 195,081.50	\$ 1,412,511.84	88.88%
<u>Master Expenditures</u>					
Public Officials Insurance	\$ 3,506.00	\$ 2,031.33	\$ 1,474.67	\$ 3,047.00	115.06%
Trustee Fees	9,571.81	6,466.67	3,105.14	9,700.00	98.68%
District Management	19,666.64	19,666.67	(0.03)	29,500.00	66.67%
Field Management	12,600.00	11,200.00	1,400.00	16,800.00	75.00%
Engineering Fees	12,417.50	9,333.33	3,084.17	14,000.00	88.70%
Disclosure Agent	7,500.00	6,666.67	833.33	10,000.00	75.00%
District Counsel	4,400.88	6,666.67	(2,265.79)	10,000.00	44.01%
Assessment Administration	15,000.00	10,000.00	5,000.00	15,000.00	100.00%
Audit	5,500.00	4,200.00	1,300.00	6,300.00	87.30%
Arbitrage Rebate Calculation	1,750.00	500.00	1,250.00	750.00	233.33%
Tax Document Preparation Fee	58.94	19.39	39.55	29.09	202.61%
Ryals Creek Interlocal Agreement	75,668.01	74,436.00	1,232.01	111,654.00	67.77%
Legal Advertising	365.00	1,666.67	(1,301.67)	2,500.00	14.60%
Miscellaneous - bank charges	1,890.53	1,866.67	23.86	2,800.00	67.52%
Contingency	16,390.92	19,908.40	(3,517.48)	29,862.60	54.89%
Office miscellaneous	852.50	500.00	352.50	750.00	113.67%
Web Site Maintenance	1,760.00	1,960.00	(200.00)	2,940.00	59.86%
Dues, Licenses & Fees	175.00	116.67	58.33	175.00	100.00%
Utilities	59,629.75	40,000.00	19,629.75	60,000.00	99.38%
Irrigation Repairs	1,777.00	3,333.33	(1,556.33)	5,000.00	35.54%
Fountains	2,492.93	773.33	1,719.60	1,160.00	214.91%
General Liability Insurance	3,508.00	2,482.00	1,026.00	3,723.00	94.23%
Crime Insurance	500.00	333.33	166.67	500.00	100.00%
General Maintenance	2,537.51	3,333.33	(795.82)	5,000.00	50.75%
Lake Maintenance	10,400.00	7,890.67	2,509.33	11,836.00	87.87%
Landscape Maintenance	97,587.10	66,666.67	30,920.43	100,000.00	97.59%
Landscape Improvements	4,451.12	3,333.33	1,117.79	5,000.00	89.02%
Bridge	3,246.00	13,333.33	(10,087.33)	20,000.00	16.23%
Master Expenditures Total	\$ 375,203.14	\$ 318,684.46	\$ 56,518.68	\$ 478,026.69	78.49%
<u>Amenity Expenditures</u>					
Amenity - Telephone	\$ 3,165.00	\$ 2,400.00	\$ 765.00	\$ 3,600.00	87.92%
Amenity - Cable	933.58	1,500.00	(566.42)	2,250.00	41.49%
Amenity - Insurance	61,765.00	38,194.00	23,571.00	57,291.00	107.81%
Amenity - Dues & License	-	1,000.00	(1,000.00)	1,500.00	0.00%
Amenity - Landscape Maintenance	26,146.31	26,144.00	2.31	39,216.00	66.67%
Amenity - Pool and Splash Pad Maintenance	28,800.00	25,600.00	3,200.00	38,400.00	75.00%
Amenity - Gates/ Control Access	-	2,500.00	(2,500.00)	3,750.00	0.00%
Amenity - Janitorial	18,002.50	16,600.00	1,402.50	24,900.00	72.30%



Boggy Branch Community Development District
Budget to Actual
For the Month Ending 5/31/26

	Year to Date			FY 2026	Percentage
	Actual	Budget	Variance	Adopted Budget	Spent
Amenity - Pest Control	833.00	600.00	233.00	900.00	92.56%
Amenity - Maintenance	4,893.41	3,333.33	1,560.08	5,000.00	97.87%
Amenity - Electric	40,551.33	50,000.00	(9,448.67)	75,000.00	54.07%
Amenity - Gas (Pool Heating)	829.67	1,000.00	(170.33)	1,500.00	55.31%
Amenity - Mulch	1,950.00	8,125.00	(6,175.00)	12,187.50	16.00%
Amenity - Refuse Services and Trash Removal	7,796.47	6,666.67	1,129.80	10,000.00	77.96%
Amenity - Lifestyle Programming	20,839.76	16,666.67	4,173.09	25,000.00	83.36%
Amenity - Manager	53,313.75	47,390.00	5,923.75	71,085.00	75.00%
Amenity - Fitness Lease Cardio	17,400.40	17,400.40	-	26,100.60	66.67%
Amenity - Lifeguards	876.97	47,241.60	(46,364.63)	70,862.40	1.24%
Amenity - Lifestyle Management	87,239.88	83,333.33	3,906.55	125,000.00	69.79%
Website Amenity	348.00	4,200.00	(3,852.00)	6,300.00	5.52%
Amenity Security	1,847.08	6,666.67	(4,819.59)	10,000.00	18.47%
Fitness Facility - Maintenance	315.57	3,333.33	(3,017.76)	5,000.00	6.31%
Amenity Expenditures Total	\$ 377,847.68	\$ 409,895.00	\$ (32,047.32)	\$ 614,842.50	61.45%
<u>Phase 1A Expenditures</u>					
Lake Maintenance	\$ 30,586.67	\$ 8,258.00	\$ 22,328.67	\$ 12,387.00	246.93%
Landscape Maintenance	10,177.50	37,333.33	(27,155.83)	56,000.00	18.17%
Landscape Improvements	-	1,777.33	(1,777.33)	2,666.00	0.00%
Irrigation Repairs	-	1,777.33	(1,777.33)	2,666.00	0.00%
Utilities	61,361.25	26,666.67	34,694.58	40,000.00	153.40%
Fountains	-	1,031.33	(1,031.33)	1,547.00	0.00%
General Maintenance	-	1,778.00	(1,778.00)	2,667.00	0.00%
Mowing Pond Banks	-	17,778.00	(17,778.00)	26,667.00	0.00%
Phase 1A Expenditures Total	\$ 102,125.42	\$ 96,400.00	\$ 5,725.42	\$ 144,600.00	70.63%
<u>Alley Lot Expenditures</u>					
Alley Lot Trash	\$ 114,989.66	\$ 116,695.10	\$ (1,705.44)	\$ 175,042.65	65.69%
Alley Lot Expenditures Total	\$ 114,989.66	\$ 116,695.10	\$ (1,705.44)	\$ 175,042.65	65.69%
Total Expenses	\$ 970,165.90	\$ 941,674.56	\$ 28,491.34	\$ 1,412,511.84	68.68%
Income (Loss) from Operations	\$ 166,590.16	\$ -	\$ 166,590.16	\$ -	
<u>Other Income (Expense)</u>					
Interest Income	\$ -	\$ -	\$ -	\$ -	
Total Other Income (Expense)	\$ -	\$ -	\$ -	\$ -	
Net Income (Loss)	\$ 166,590.16	\$ -	\$ 166,590.16	\$ -	