

MINUTES OF MEETING
BRANDY CREEK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Brandy Creek Community Development District was held on Wednesday, November 8, 2023 at 6:30 p.m. at the Johns Creek Phase 2 Amenity Center, 251 Huffner Hill Circle, St. Augustine, FL 32092.

Present and constituting a quorum were:

Meredith Payne	Chairman
Barbara Little	Vice Chairperson
Shawn Jolly	Supervisor
Clarence Blalock	Supervisor
Thomas Metych	Supervisor

Also present were:

Jim Oliver	District Manager
Mike Eckert	District Counsel
Jim Masters	Vesta/Amenity Services Group
Jennifer Meadows	Vesta/Amenity Services Group
Dan Fagen	Vesta/Amenity Services Group

The following is a summary of the discussions and actions taken at the November 8, 2023 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Payne called the meeting to order at 6:30 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comment

A Resident (Sean) thanked Vesta staff, especially Ms. Meadows for being helpful to the POA and answering questions from the community and felt that Pickleball was a good addition. Mr. Payne appreciated the POA recognizing CDD staff.

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THIRD ORDER OF BUSINESS**Approval of the Minutes of the September 13, 2023 Meeting**

Mr. Payne requested clarification on Page 2, in the middle of the page, where Mr. Masters pointed out that the developer wanted to charge memberships like in Lakewood Ranch. Mr. Eckert explained that Lakewood Ranch was a large master-planned community in Sarasota and Manatee counties. Mr. Payne asked if there was any outcome to whether the CDD had the authority to sell property. Mr. Masters stated that the individual that made the request, found another location. Mr. Payne asked if the Trunk or Treat was held on Halloween in Phase 2. Ms. Meadows stated it was not held, but they were considering it for next year.

On MOTION by Ms. Little seconded by Mr. Blalock with all in favor the Minutes of the September 13, 2023 Meeting were approved as presented.

FOURTH ORDER OF BUSINESS**Consideration of Landscape & Irrigation Maintenance Agreement for Fiscal Year 2024**

Mr. Masters reported that Yellowstone's contract starts on January 1st and they were requesting an increase from \$130,000 to \$134,000, which was included in the budget. Mr. Payne pointed out it was less than a 5% increase. Ms. Little clarified it was a 3.5% increase. Mr. Payne asked if Mr. Masters was satisfied with Yellowstone and the value that they provided. Mr. Masters was satisfied with Yellowstone as they provided services that were not in their contract, their responsiveness and the overall look of the property. Mr. Blalock met with someone from VerdeGo Landscaping a few weeks ago and they offered to provide a quote. Mr. Eckert explained if there was a proposal from an outside company, the Board could entertain proposals, as the agreement had a 30-day termination provision. However, if the proposal was over \$195,000, they must go through a competitive bidding process. Mr. Blalock felt it would not hurt to obtain a proposal from VerdeGo for cost comparison purposes but felt that they were getting competitive prices from Yellowstone. Ms. Little agreed. Mr. Jolly noted an unmowed spot driving into the community. Mr. Masters stated that Yellowstone was mowing every other week and one patch grew faster than the other. *There was Board consensus for Mr. Masters to obtain a proposal from VerdeGo for cost comparison purposes.*

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On MOTION by Mr. Payne seconded by Ms. Little with all in favor the amendment to the Landscape and Irrigation Maintenance Agreement for Fiscal Year 2024 with Yellowstone was approved.

FIFTH ORDER OF BUSINESS**Discussion of Proposals for Basketball Court Relocation and Installation of Pickleball Court**

Mr. Payne participated in a ride along with Mr. Masters to look at potential locations and discuss the proposals. The cost to relocate the basketball court and convert it to a pickleball court was \$70,000 and voiced concern about the value for the money and disrupting the existing half basketball court. Mr. Payne was in favor of having a pickleball court but preferred to leave the basketball court as originally designed, extending it and leaving the rebound wall so it would provide a multi-purpose use, in order to reduce their cost to a manageable amount. Mr. Masters pointed out that all Supervisors visited the site and one option was to use the basketball court as a pickleball court and moving the basketball court to the backboard court, which would be in the \$65,000 to \$75,000 range, including the fencing, resurfacing and tree cutting. However, if they leave the basketball court the way it currently was and doing concrete work on the backboard court, the cost would be in the \$13,000 to \$15,000 range. The wall would not need to be removed, but they would need to cut down trees and fence in the area around the pickleball court, which would be in the \$40,000 to \$45,000 range. There were lights on the basketball court, but not on the pickleball court; however, once the trees were removed, there would be more light. The plan was to install a light to one of the tennis court poles.

Mr. Metych liked the idea as it was needed, but wanted to look at the layout as the original idea of moving the court was substantial and did not include the fencing. Mr. Masters did a rough draft on the cost and recommended the proposal in the \$40,000 to \$45,000 range. Mr. Payne pointed out they could build a court and fence it in later on. Mr. Blalock wanted to fence it to keep it separate from basketball. Mr. Jolly preferred the less expensive option as long as pickleball was separated from basketball. Ms. Little did not like the idea of removing trees and suggested sharing the tennis courts with pickleball as the tennis courts were not being used as much or having one large basketball court versus two, if there was not much utilization and questioned the usage. Mr. Masters did not know because they were not there all the time and there was no sign-in sheet; however, there was a wait time on Saturday morning and residents

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were responsible enough to share the courts with other residents. The Resident (Sean) used the courts for pickleball last weekend and courts were open.

Mr. Blalock pointed out this was a large expense for a small population and requested a long-range plan for their capital reserve such as resurfacing the pools and splash park and replacing playground equipment and addressing these items before adding new facilities. Mr. Payne felt that the demand was not there based on his observations as he played tennis on the courts on Sunday morning without any issues and felt it was important to have a survey to residents based on their interest and demand. A Resident felt that there was more of a need for a basketball court than a pickleball court. Mr. Masters would look into adding a rim to the wall. Mr. Payne voiced concern about putting a hoop on the wall and requested placing the pickleball court installation on hold at this time and revisiting if there were future requests. Mr. Masters pointed out there were concrete issues with the courts, which needed to be addressed and marked off areas that had tree root issues. Information would be provided at the next meeting. Mr. Payne agreed as these were hazards and asked if the grinding would be done individually or if there would be a comprehensive grinding system. Mr. Masters recalled there was a comprehensive grinding system years ago, there were three or four areas in Phase 2 that needed grinding and wanted to use the same company and do all of the grinding at the same time. He would obtain a cost and provide at the next meeting.

SIXTH ORDER OF BUSINESS

Consideration of Community Center

Mr. Payne recalled a great deal of discussion on this item and requested that the Board consider it and take action. Mr. Masters pointed out that the proposed location for the community garden was in Phase 2 and Yellowstone was preparing the area. There was discussion about installing a fence to keep out deer and other critters and Mr. Masters obtained two proposals from fence companies. They initially looked at a smaller area, but it was expanded slightly to provide more room, having a gate by the pool where they would enter and another gate on the side facing the pond, so residents could walk out there and around the pond as well as having benches. The largest of the two proposals was \$8,800 for 126 feet of aluminum commercial grade fencing with two gates. The fence would be 5 feet high instead of 4 feet to deter deer from jumping over it and would match the existing black fence around Phase 2. The other proposal was \$6,600. The total cost would be \$9,000, once planters, mulch and a water supply were

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added. In addition, there must be soil for the planters, but did not know if it would be a CDD cost or if the resident would provide it. Information was obtained from other communities that had community gardens such as how it would be operated. In one instance, residents registered a space and had certain responsibilities.

Mr. Blalock was in favor of obtaining the proposals and prepare a plan as there was good interest and suggested starting with a couple of raised garden beds that could be purchased from a tractor supply and expanding. Ms. Little was in favor of having a community garden and having rules for it. Mr. Jolly wanted to meet with residents, but only a few wanted to meet. There was interest, but when it was time to design and focus on it, there was no interest. Mr. Metych questioned the cost of clearing the land. Mr. Masters indicated that Yellowstone started the process and there would be no cost. A couple of stand-up plastic planters were purchased. They would look at different tractor supply locations and obtain prices and different ideas. Mr. Payne wanted to do it right, make it aesthetically appealing and have residents take accountability and responsibility. The Board needed to decide how to operate it and whether to bill it or offer it to residents for free. One suggestion was to have residents rent a lot to plant tomatoes, for example and it was their lot for a period of time and were responsible for it. In Shearwater, residents assumed responsibility and were required to plant within two to three weeks. Mr. Payne requested that the Board read the documents have further discussion in December instead of waiting until January or come back in January or proceed with a proposal in an amount not-to-exceed \$8,000 and come back with the structure. Mr. Jolly was in favor of having something going by Spring. Ms. Little wanted residents to be accountable for a plot, have accountability and pay a fee.

Residents at the meeting were interested in a community garden concept. Resident Chuck Dicey voiced concern about residents thinking it was their garden because it was close to their home. Mr. Masters indicated that the garden would be closed off well with trees and bushes. Residents who signed up would receive the gate combination. Mr. Jolly pointed out there was no 100% solution, but there would be signs on the gate and questioned how long the proposals were good for. Mr. Masters stated that one proposal was good for 14 days and the other was good for 60 days. *There was Board consensus for Mr. Jolly to work with Mr. Masters on proposals, a design plan and standard operating procedures.*

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SEVENTH ORDER OF BUSINESS**Consideration of Poolsure Price Increase**

Mr. Masters presented a request from Poolsure for a price increase. This was already budgeted for. They were the chemical provider for the Phase 1 and 2 pools and also provided tech support as well as the controller and spinner pumps. Last year, the price increased, but they chose to remain with Poolsure as pool chemical costs were high. Their contract did not expire until January 1st. Before the increase, the price was \$15,871 and it increased to the current price of \$16,706. The increase starting on January 1st is \$17,708, which was a 6% increase. The amount budgeted was \$19,000. Their increase was appropriate, due to their expertise, providing pool techs at no additional cost. There was no other company that supplied controllers and stenner pumps. If they had to purchase their own stenner pumps, they would have to find a company to calibrate and replace them. With Poolsure, if a controller goes down, they will replace it at no cost. Mr. Payne pointed out that this company was specialized, but there was the opportunity to consider other vendors. He spoke with Mr. Masters about their contracts and the value for the money and felt that the District was in a good position as this line item was still under budget. Mr. Metych asked if they had the option to pay for the entire year to save 5%. Mr. Masters confirmed that there was this option. Mr. Blalock questioned how the pumps were holding up after the leak. Mr. Masters indicated that the coffins were holding up well, but there was a leak in the rec pool and they were trying to find out where it was. Some work was just completed on the splash pool over the last couple of days and it was drained completely. There was no water leaking, but there was some water there, which was from the rec pool coffin.

Mr. Eckert voiced concerns with Poolsure as they have been trying for months to get them to sign an actual contract covering this period of time, but they refuse, have been obstinate or blow them off. The contract protects the District. They say that they want to be a partner, but they were not a partner when it comes to putting a contract together. This has been occurring with multiple Districts. If Vesta could not get a contract protecting the District, they needed to have a Plan B. If Poolsure was going to continue to do this, then Mr. Eckert could not recommend the Board keep paying them on a monthly basis. Mr. Payne questioned what the issue was. Mr. Eckert recalled that they entered into a formal contract and at some point in time, after the last price increase, his office was working with them to try to get them to agree to some of the terms, but they have been non-responsive for months. This was a company that was not acting appropriately or professional in terms of entering into a contract and lack of respect with

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their relationship with the District. When they were delivering chemicals to District property, there should be insurance. Therefore, Mr. Eckert did not recommend the Board approving anything, unless it was subject to entering into a contract with the District. Mr. Masters pointed out that Poolsure was unique in that they provide the hardware, not just the chemicals, but they were not the only company. Vesta also did business with Hawkins Chemicals, which do a great job, but the District must buy the controllers and pumps. Ms. Little asked if they had licensed CDL drivers with Hazmat. Mr. Eckert stated there was indemnification in the proposed agreement if there was a chemical spill on the CDD roads.

Mr. Blalock asked if signing the proposal was locking the District into an agreement. Mr. Eckert replied no, as it was not a contract and recommended that the Board approve the proposal, subject to entering into a contract approved by District Counsel. Mr. Metych was in favor of coming up with a Plan B. Mr. Jolly agreed and questioned how long Poolsure was servicing the District. Mr. Masters stated it was three or four years. Mr. Payne recommended pursuing a contract with Poolsure in the amount of \$17,708, with the understanding that Poolsure would sign the contract. If an agreement with Poolsure could not be reached, Mr. Eckert recommended that the Board locate another vendor and pay Poolsure month to month until they could get another vendor.

On MOTION by Mr. Payne seconded by Mr. Jolly with all in favor the Board approved the Poolsure price increase in the amount of \$1,475.42 total per month until the contract was signed and staff soliciting proposals if Poolsure failed to enter into an agreement prepared by District Counsel was approved.

Mr. Payne appreciated Mr. Eckert's guidance.

EIGHTH ORDER OF BUSINESS

Ranking of On-Site Staff Performance (annual incentive program)

Mr. Masters and Ms. Meadows left the room. Mr. Payne recalled that annually they bonused for on-site staff from Vesta based on consider performance evaluations. Mr. Eckert stated that the Board adopted a bonus program for employees and independent contracts in January of 2021. It was not guaranteed and subject to performance at the discretion of the Board. The Board would conduct the evaluations. The evaluation period was from January 1st to

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December 31st for the two on-site employees that were employed by Vesta, the Operations Manager and Events Coordinator. The bonus was to be awarded in January, not to exceed 8% of the annual compensation of the General Manager and Events Coordinator, based on the performance as rated by the Board. The performance included staff management skills, recordkeeping, equipment, facility condition, resident satisfaction and overall quality of work. Mr. Blalock questioned the dollar amount for the 8%. Mr. Fagen indicated that it was based on a maximum of 8%, which for Mr. Masters was \$5,440 and \$2,912 for Ms. Meadows. Mr. Payne asked if they could not go above that. Mr. Eckert stated it was an amount not-to-exceed of eight percent of the General Manager, Amenity Manager and Property Manager, based on the policy, which could be changed at any time on a moving forward basis. Mr. Blalock recommended the full amount based on the District coming under budget each year, due to the work that they do. Ms. Little agreed. Mr. Payne supported giving them the full amount as Mr. Masters and Ms. Meadows did a great deal for the community and he was happy with their services and performance. For the volleyball court in Phase 2, Mr. Masters dug the hole and installed the poles. The Board scored a maximum of 25 points for Mr. Masters and Ms. Meadows, approving a bonus of \$5,440 for Mr. Masters and a bonus of \$2,912 for Ms. Meadows for a total of 8,352. Mr. Payne asked if they could not go above that. Mr. Eckert stated it was an amount not-to-exceed of eight percent. Mr. Fagen thanked the Board for their generosity. Mr. Masters and Ms. Meadows returned to the meeting room and Mr. Payne announced that the Board approved for them to receive 8% bonuses.

On MOTION by Mr. Payne seconded by Mr. Blalock with all in favor awarding 8% bonuses to Mr. Jim Masters and Ms. Jennifer Meadows was approved.

NINTH ORDER OF BUSINESS

Acceptance of District Engineer Resignation and Authorization for Staff to Issue RFQ

Mr. Oliver reported that ETM resigned as District Engineer but would continue serving as District Engineer during the transition process. The District was required to engage their District Engineer through a Request for Qualifications process, whereby qualified firms would submit their qualifications and the Board would review and rank the firms and negotiate. Price

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was not part of the process. Mr. Payne indicated that Mr. Brad Foran would continue to support the District in the interim.

On MOTION by Mr. Blalock seconded by Mr. Payne with all in favor accepting the resignation of ETM as District Engineer and seeking soliciting proposals through Request for Qualifications was approved.

Mr. Payne stated since Mr. Foran was serving as District Engineer in the interim, there was no rush to obtain proposal, they did not need to schedule a meeting December and it could wait until January.

TENTH ORDER OF BUSINESS

**Consideration of Resolution 2024-01,
Amending the Fiscal Year 2023 Capital
Reserve Pond Budget**

Mr. Oliver that staff was currently in the process of preparing for the Fiscal Year 2023 audit, which ended on September 30th. In order to prepare for the audit, certain financial statements needed to be prepared. As far as budgetary line items, they needed to focus on the miscellaneous revenue. When the Board adopted the Fiscal Year 2023 budget in July of 2022, they did not know there were proceeds from FPL. The budget currently showed zero, but the District actually received \$130,000, which would be included in the Capital Reserve Fund. In addition, \$30,000 was budgeted under expenditures for Repair and Replacement (R&R), but there were actually R&R costs of \$42,741. This brings the budget into balance. Mr. Payne noted they started out with a balance of \$264,069 and there would be an ending balance of \$439,871. Mr. Oliver pointed out that they expected to start with \$327,000 and there was now a balance of \$439,871. Mr. Payne continued to thank Mr. Masters for being a good steward and guiding the District on its expenses. The District continued to be in a good position, but they needed to be mindful about their capital reserve items in order to continue to manage their expenses frugally.

On MOTION by Mr. Payne seconded by Mr. Blalock with all in favor Resolution 2024-01 Amending the Fiscal Year 2023 Capital Reserve Pond Budget was approved.

ELEVENTH ORDER OF BUSINESS

Other Business

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Mr. Eckert indicated that he would feel more comfortable if the Board gave Mr. Masters a monetary authorization of a not-to-exceed amount of \$5,000 or \$7,500 to get the defects fixed that were discussed earlier, to ensure that the hazardous conditions were remedied quickly. Mr. Payne was hoping some of the expenses were within the amounts that the Board already approved and recommended approving a higher amount, due to his discussions with Mr. Masters. Mr. Masters recommended a not-to-exceed of \$7,500 to remove the trees causing issues at the Phase 1 basketball courts. Mr. Metych asked if they must remove the trees, install new concrete and resurface in those areas. Mr. Masters pointed out resurfacing was not necessary, but they must remove the trees and replace the concrete. They would need to remove at least four trees and install concrete. Some areas may be larger where tree roots extended further. Mr. Payne recommended approving a not-to-exceed amount of \$10,000 to repair the hazards as soon as possible and asked whether there would be grinding as well. Mr. Masters would try to convince the vendor to do grinding in three areas and work within the \$10,000.

On MOTION by Mr. Payne seconded by Ms. Little with all in favor removing four trees, repairing the concrete and grinding throughout the community as soon as possible in a not-to-exceed amount of \$10,000 was approved.

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

Mr. Eckert would be sending an email to the Board regarding the mandatory ethics training starting on January 1st, with some options on how you can complete it. There may even be some free online courses. In the future, they can come up with an option of holding it with the CDD meeting. Mr. Payne requested that Mr. Eckert provide snippets that would be helpful, like what was provided for the Sunshine Law.

B. Engineer

There being no comments, the next item followed.

C. Manager

There being no comments, the next item followed.

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- D. Operations Manager**
- 1. Report**
 - 2. Yellowstone Report**
 - 3. Lake Doctors Report**

Mr. Masters presented the Operations Manager Report, Yellowstone and Lake Doctors Reports. The Lake Doctors was still doing a good job, but there were a few areas that they had to come out on Monday and take care of. Security 101 was utilized several years ago to replace their cameras. A camera had to be repaired in Phase 1, but it was covered through the current warranty as the cameras were warrantied for five years. However, there was an unexpected service charge of \$800. In the future, Mr. Masters would take down the camera himself and have them reinstall it at half of the cost. Other than that, the Security 101 cameras have done well as they had no other shutdowns besides this one camera. Mr. Payne asked if they would still have to get the camera from them or if they could go somewhere else to buy them. Mr. Masters pointed out they would just have to order the camera from Security 101, since the cameras were under warranty and it would take 10 days to arrive. Then they would come out and replace them and set it up on the system. Mr. Payne questioned whether they would extend the warranty after five years. Mr. Masters believed that the camera was from the manufacturer and did not foresee them extending it, but there were plenty of options available to replace the cameras as they were still saving a significant amount of money with the system that they currently had versus the prior system.

Mr. Masters reported that the St. Johns County Health Department was required to inspect the pools twice a year and just performed an inspection on October 17th, which they passed. According to the Virginia Graeme Baker Pool and Spa Safety Act, which was enacted in 2006, relating to the pool main drains. Pool systems were pool systems now designed to have secondary suction versus direct suction from pool motors. What was happening before, was children and even adults were being trapped on main drains and would drown. This Act was passed across the country and as a result, main drains have to be replaced, whether they were good or bad, as there was a date on each one of those main drains with a five-year warranty. Their main drains must be replaced in the next six weeks, for which Mr. Masters obtained a proposal for in the amount of \$3,000 and was waiting for a couple more. If they did not replace them, they would fail the next Health Department inspection as it was required. They needed to have paperwork stating that the main drains were replaced by a CDC certified pool contractor.

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This was just for Phase 1. There was one main drain in the rec pool and it was required in this pool because of the depth. The splash pool had many drains, which helped with the suction, but they must be replaced before January 1st or the Health Department would shut the pools down. It should be \$3,500 or below.

This is intended to help with suction, more drains, less suction, and the result of prevent anyone being caught on those drains. So that's our big cost, is the splash pool. We have a lot of drains on that pool that all have to be replaced. So, I will have to have those replaced before January or the health department can come and shut us down. Of course, we don't want to be shut down for anything like that. So, Mr. Chairman, I'm just waiting for a couple more proposals. But we're in that. I think we're in that 3500 below number. Mr. Jolly asked if it was just in Phase 1. Mr. Masters confirmed that it was only in Phase 1 because Phase 2 was completed last year and requested that the Board approve \$3,500. Since it was a regulatory requirement, Mr. Payne did not want to wait and proposed that the Board approve a not-to-exceed amount of \$4,000 in order for Mr. Masters to make the necessary repairs.

On MOTION by Mr. Payne seconded by Mr. Jolly with all in favor authorizing the Operations Manager to make necessary repairs in a not-to-exceed amount of \$4,000 was approved.
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Mr. Masters indicated that he was working with the St. Johns County Road Department, Over the years, he worked with the head of that department, Mr. Rodney Cooper, but when he recently called Mr. Cooper, there was a voicemail stating that he was on an extended leave. After a month, he found out that Mr. Cooper retired and Mr. Clint Lynch was taking over this department. Mr. Masters was pushing Mr. Lynch to make Johns Creek roadways safer by reinstating the speed radar signs that they used to have in Phase 1. Mr. Lynch agreed to do a survey to track the number of cars and the speed after W. American Eagle Drive. Mr. Payne questioned why the radar sign was removed. Mr. Masters understood that the last time the sign broke down, the Sheriff's Department removed it, but never put it back. Mr. Payne asked if there was a cost. Mr. Masters stated there was a cost to maintain them. The power was not the problem, but the unit itself, which they needed to repair. Mr. Payne recalled a few years ago, there was a speeding problem in the community and the other consideration was installing speed bumps, but they were not approved by the Board; however, it could be revisited.

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Mr. Masters recalled that the Board voted several meetings ago to do the holiday lighting in-house this year and not use G Lighting. He picked up the lights from their warehouse. They did not pick up the lights in Phase 2, which was a good thing because Mr. Masters could leave the lights and make a few repairs with clip-ons. However, how they would install the lights in Phase 1 was still up in the air and appreciated the Board's input. That was a savings of \$5,200, but there would be a cost for Mr. Masters to install them. Mr. Blalock asked where the lights would go and how many lights would be installed. Mr. Masters would start with lights along the fence line at the Phase 1 pool for more visibility. Ms. Little was acceptable to that. Mr. Blalock agreed, as long as it was less than \$5,200. Mr. Payne liked having lights on top of the roof, but felt that they would get an aesthetically pleasing presentation of Christmas lights at a level reachable by the staff, because if they decorated around the fence of the pool and a couple of the palm trees, they would not need any equipment or to spend \$5,200. Mr. Jolly noticed a sign on Racetrack Road stating that they installed Christmas lights and questioned whether it would be beneficial to get a quote. Mr. Masters would obtain one. Another company that they reached out to, was more expensive. A nearby community spent \$15,000 per year on holiday lights. Mr. Payne noted that they would not have lights in Phase 2 at the same time as Phase 1. Mr. Masters pointed out they would look at the feedback on Facebook in order to plan for next year. Resident Chuck Dicey requested small LED lights year-round. A resident wanted the front entrance off of CR 210 to be spruced up. Mr. Payne appreciated the feedback, felt that this could be managed in a more cost-efficient way and was confident that Mr. Masters and his team could do a good job.

E. Amenity Manager - Report

Ms. Meadows presented the Amenity Manager's Report and provided an update on the room usage. There was a slight increase towards the end of the Summer. Someone was using it almost every day, but it was starting to slow down. There were a group of three or four residents that always rented the room on Friday nights. Their holiday event was held on a perfect night to where kids were able to comfortably wear their costumes. It was a great turnout. The food truck that came out offered something different. They put up more decorations this year. In the kids' section, where they usually had games, instead of kids fighting for toys, they informed the kids that they could play as many times as they wanted, but they would only get one prize, which was received favorably. It was nice area for the kids to get their energy out, with no fighting to get

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prizes. They handed out a great deal of candy, but still had extras, which they were able to return to Walmart. The annual Turkey Trot was the day after Thanksgiving, which was popular as well as their holiday event with Santa. They would have similar events to ones held in the past, but would try to add something new, exciting and something that residents were not expecting, to provide a different feel. Last year, they had The Grinch and snowball fights and this year, she had some new ideas. Mr. Payne asked if they would be doing something beyond the cookies and events closer to Christmas such as a Root Beer Float. Ms. Meadows stated they could have an event where people would come out and drink cocoa. She was looking into having a Mom and Son Dance along with their Daddy Daughter Dance. Ms. Little questioned the hours of the holiday event with Santa. Ms. Meadows believed it was 4:00 p.m. to 6:00 p.m. or 4:00 p.m. to 7:00 p.m. Mr. Payne thanked Ms. Meadows for everything she was doing.

THIRTEENTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Supervisor's Requests

Mr. Blalock asked if Officer Ledu was still coming through as he had not seen her around. Mr. Masters confirmed she was still coming through and the report was provided to the Board. He would provide her reports from the last couple of months and may include it in his report. Mr. Blalock requested that it be emailed to the Board and asked if it included people's names and addresses or if it was more statistical information. Mr. Masters stated it did not have names and addresses. Mr. Payne recalled that the Board discussed having a Gym in Phase 2, but they concluded that it was not a viable option due to the cost. They wanted to continue to manage the Fitness Room in Phase 1 and comments were received that the Fitness Room was too crowded. It was not necessarily crowded at any point in time, but the issue was that everyone congregated in the same area where the usage of the equipment was high and discussed with Mr. Masters, purchasing another cable machine and repositing the existing equipment. Mr. Jolly heard that a used Cybex machine could be purchased for \$5,000, including delivery and installation and the old one could be purchased for \$300. Mr. Masters noted that the most congregated area in the Fitness Room, was by the Cybex machine and the free weights. Their plan was to remove one machine, move another one into that area and add another Cybex machine in the opposite corner to alleviate kind of the demand in that one corner.

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Mr. Masters asked if the used machine came with a warranty. Mr. Jolly recalled that Mr. Masters had a company that would warranty it. Mr. Masters pointed out they would work on it, but not warranty it; however, it could be included under their Preventative Maintenance Agreement. Mr. Metych stated the cable machine and weight were the mostly used, it was always crowded in that corner and asked what machine they would be removing. Mr. Masters indicated there was a leg machine that was purchased during COVID, but they had another piece of equipment that did the same thing. It would be placed in the far corner where the treadmills and ellipticals were to separate it from the other equipment. Mr. Blalock voiced concern that the space was cluttered and would take the space of the cardio equipment. Mr. Masters would pull the rowing machine out and from the front line along with another piece of equipment that would move into the middle and put the Cybex machine in the corner. Mr. Blalock believed that people would beg for the rowing machine. Mr. Masters only noticed the rowing machine being used once a week and the Cybex machine, free weights, ellipticals and treadmills were the most used. Mr. Blalock pointed out that the rowing machine could be rolled out onto the breezeway. Mr. Masters stated when they did that, their insurance company advised that they could not do that as it created a liability issue. Ms. Little voiced concern about the area being cluttered, but it was already addressed. Mr. Blalock was in agreement with purchasing a Cybex machine, if it would not make the area cluttered.

Mr. Payne voiced concern about the warranty and wear and tear with a used machine. Mr. Jolly indicated that the company he used purchased machines from Gyms that went out of business. Mr. Masters requested that Mr. Jolly check with his contact whether the used equipment was local, what condition it was in and if they could negotiate the price. Mr. Blalock estimated that it would only cost \$17 per resident for a new piece of equipment. Mr. Payne was in favor of purchasing a new piece of equipment as opposed to used and questioned the opinion of District Counsel. Mr. Eckert stated it could be legally done, especially the recommendation of Mr. Masters to see if it was local and the condition. Mr. Payne requested that Mr. Masters work with Mr. Jolly to evaluate the used piece of equipment. If it was acceptable, they should purchase it, but if not, they would purchase a new one. Mr. Jolly confirmed that the cost for the used one was \$5,000 plus sales tax. Mr. Eckert pointed out that the District was exempt from paying sales tax. Mr. Payne recommended a motion to authorize Mr. Masters to work with Mr. Jolly to

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acquire piece equipment in a not-to-exceed amount of \$10,000. Mr. Masters would have to check with fitness companies on the cost for a Cybex machine.

On MOTION by Mr. Payne seconded by Ms. Little with all in favor authorization for Mr. Masters to work with Supervisor Jolly to purchase used Cybex machine in a not-to-exceed amount of \$10,000 was approved.

Audience Comments

Resident Chuck Dicey requested that a yellow stripe be painted down the middle of the road as it was faded. Mr. Masters would check with the county.

FOURTEENTH ORDER OF BUSINESS Financial Reports

A. Balance Sheet & Income Statement as of September 30, 2023

Mr. Oliver presented the September 30, 2023 Balance Sheet and Income Statement. The balance of the Capital Reserve Fund was \$440,000. The District had a surplus of \$61,000.

B. Assessment Receipt Schedule

Mr. Oliver presented the Assessment Receipt Schedule, showing that the District was fully collected for Fiscal Year 2023 and was starting the process over.

C. Approval of Check Registers

Mr. Oliver presented the Check Run Summary for August 1, 2023 through September 30, 2023. St Johns County no longer invoiced by paper. They use an online program. Mr. Payne did not see anything anomalous.

On MOTION by Mr. Payne seconded by Mr. Blalock with all in favor the August 1, 2023 through September 30, 2023 Check Register in the amount of \$175,763.37 was approved.

Mr. Jolly asked if there needed to be approval to sell the existing machine for \$300. Mr. Eckert would provide a resolution at the next meeting for how to dispose of surplus property. Mr. Jolly asked if it could be traded in. Mr. Eckert confirmed that it could be traded in as part of the transaction. Mr. Blalock suggested using the equipment in the shed as part of the trade-in. Mr.

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Jolly received a photo of the used equipment and noted that it looked brand new. Mr. Payne requested discussion at the next meeting on whether to expand the Phase 1 Fitness Center and exchanging some of the old equipment.

FIFTEENTH ORDER OF BUSINESS

Next Scheduled Meeting – January 10, 2024 at 6:30 p.m. at Phase 2 Amenity Center

Mr. Payne stated the next meeting was scheduled for January 10, 2024 at 6:30 p.m. at the Phase 2 Amenity Center. Staff bonuses would be discussed.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Payne seconded by Mr. Blalock with all in favor the meeting was adjourned at 8:37 p.m.

DocuSigned by:
Jim Oliver
D1BA5E5E7410418...
Secretary/Assistant Secretary

DocuSigned by:
Meredith Payne
F90EE6B0C37E452...
Chairman/Vice Chairman