Balm Grove Community Development District

Board of Supervisors

Nicholas Dister, Chairman Carlos de la Ossa, Vice Chairperson Kelly Evans, Assistant Secretary Alberto Viera, Assistant Secretary Ryan Motko, Assistant Secretary Bryan Radcliff, District Manager John Vericker, District Counsel Tonja Stewart, District Engineer

Regular Meeting Agenda

Thursday, September 07, 2023, 2023, at 2:00 p.m.

The Regular Meetings of the Balm Grove Community Development District will be held on Thursday, September 07, 2023, at 2:00 p.m. at the offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607. Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

Meeting ID: 922 7119 1753 Passcode: 090333

Join Zoom: https://zoom.us/j/92271191753?pwd=RktWM0l1ejJVaG8vdWdhdlFQVGV2UT09

All cellular phones and pagers must be turned off during the meeting.

REGULAR MEETINGS OF THE BOARD OF SUPERVISORS

- 1. CALL TO ORDER/ROLL CALL
- 2. PUBLIC COMMENTS ON AGENDA ITEMS
- 3. BUSINESS ITEMS

 - D. General Matters of the District

4. CONSENT AGENDA

5. STAFF REPORTS

- A. District Counsel
- B. District Engineer
- C. District Manager

6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

7. ADJOURNMENT

We look forward to speaking with you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,

Bryan Radcliff

District Manager

District Office Inframark 2005 Pan Am Circle, Suite 300 Tampa, Florida 33607 (813) 873 – 7300 Meeting Location: The offices of Inframark at 2005 Pan Am Circle, Suite 300. Tampa, FL 33607

www.balmgrovecdd.com

RESOLUTION 2023-13

A RESOLUTION OF THE BOARD OF SUPERVISORS DESIGNATING THE OFFICERS OF BALM GROVE COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Balm Grove Community Development District (the "District"), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statues, being situated entirely within the County of Hillsborough; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting was held for the purpose of electing supervisors of the District; and

WHEREAS, the Board of Supervisors (hereinafter the "Board") now desires to designate the Officers of the District per F.S. 190.006(6).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BALM GROVE COMMUNITY DEVELOPMENT DISTRICT:

1.	The following persons are elected to the offices shown to wit:		
	Carlos de la Ossa	Chairman	
	Nicholas Dister	Vice-Chairman	
	Brian Lamb	Secretary	
	Eric Davidson	Treasurer	
	Bryan Radcliff,	Assistant Secretary	
	Kelly Evans	Assistant Secretary	
	Ryan Motko	Assistant Secretary	
	Alberto Viera	Assistant Secretary	
2.	This Resolution shall become	me effective immediately upon its adoption.	
PAS	SED AND ADOPTED THIS	S 7th DAY OF SEPTEMBER 2023.	
ATTEST:		BALM GROVE COMMUNITY DEVELOPMENT DISTRICT	
Print Name:	ssistant Secretary	Print Name: Chairman/ Vice Chair of the Board of Supervisors	
Secretary 71	Soldwin Societaly	Chairman 7 100 Chair of the Board of Supervisors	

FY 2023-2024 Operations and Maintenance Budget Funding Agreement (Balm Grove Community Development District)

This FY 2023-2024 Operations and Maintenance Budget Funding Agreement (this "Agreement") is made and entered into as of August 3, 2023, between the **Balm Grove Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the "**District**"), whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 and **Balm Grove, LLC**, a Florida limited liability company, whose mailing address is 111 S. Armenia Avenue, Suite 200, Tampa, Florida 33609 (collectively, the "**Developer**").

Recitals

WHEREAS, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is adopting its budget for fiscal year 2023-2024 as attached hereto as **Exhibit A** (the "FY 2023-2024 Budget"), which commences on October 1, 2023, and concludes on September 30, 2024;

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2023-2024 Budget, and/or utilizing such other revenue sources as may be available to it;

WHEREAS, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its activities as described the FY 2023-2024 Budget so long as payment is timely provided;

WHEREAS, the Developer presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the "**Property**");

WHEREAS, the Developer agrees that the activities of the District described in the FY 2023-2024 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2023-2024 Budget; and

WHEREAS, the Developer has agreed to enter into this Agreement in addition to the non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2023-2024 Budget.

Operative Provisions

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

1. Funding Obligations. From time to time during the 2023-2024 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to \$_____[Insert Adopted 2023-2024 Budget Amount] in accordance with the FY 2023-2024 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

2. FY 2023-2024 Operations and Maintenance Reports, Budget Reports and Budget Amendments. Each month during FY 2023-2024, the Developer shall provide the District Manager with a written report on the projected additions to the completed and developed phases within the District during FY 2023-2024. The District Manager shall provide the Developer with a monthly written report with the actual expenses for the previous month and anticipated expenses and operational activities for the remainder of the year based on current District operations and additional maintenance responsibilities which may be added during FY 2023-2024. The District and Developer agree that the FY 2023-2024 Budget shall be revised at the end of the 2023-2024 fiscal year to reflect the actual expenditures of the District for the period beginning on October 1, 2023 and ending on September 30, 2024. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2023-2024 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2023-2024 Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.

3. Right to Lien Property.

- a. The District shall have the right to file a continuing lien ("Lien") upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.
- b. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2023-2024 Budget" in the public records of the county, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
- c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.
- **4. Default**. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.
- 5. Enforcement and Attorney Fees. In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.
- **6. Governing Law and Venue**. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.

- 7. Interpretation. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
- **8. Termination of Agreement**. The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2023-2024 fiscal year on September 30, 2024. The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.
- 9. Third Parties. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
- **10. 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 of the parties hereto.
- **11. Assignment**. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
- **12. Authority**. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- **13. Entire Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Balm Grove, LLC, a Florida limited liability company		Balm Grove Community Development District	
By:	Eisenhower Management, Inc. , a Florida corporation, Its Manager Its Manager	Name:Chair/Vice-Chair of the Board of Supervisors	
Name	:	- _	
Title:		_	

Exhibit A: FY 2023-2024 Budget

RESOLUTION 2023-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BALM GROVE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A STANDARD ENCROACHMENT POLICY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Balm Grove Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County, Florida; and

WHEREAS, the District owns and maintains certain properties and public drainage easements within the boundaries of the District; and

WHEREAS, the District desires to adopt a standard Encroachment Policy on District property and public drainage easements within the community.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BALM GROVE COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The District hereby adopts the standard Encroachment Policy and the form(s) of the easement encroachment agreements attached hereto and incorporated herein as part of this resolution.

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

PASSED AND ADOPTED THIS 7th DAY OF SEPTEMBER, 2023.

Attest:	Balm Grove	
	Community Development District	
Name:	Name:	
Title: Secretary/Assistant Secretary	Title: Chairman/Vice Chairman	

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT ENCROACHMENT POLICY

The Balm Grove Community Development District (the "District") has adopted the following policy for landowners wishing to obtain an easement encroachment agreement (the "Agreement") in order for said landowners to install encroachments on District property, easements, conservation areas, and/or wetland buffer areas.

- No encroachments are allowed on District property, easements, drainage areas, conservation
 areas or wetland buffer areas without prior written authorization from the Chair or ViceChair of the Board of Supervisors (the "Board Representative").
- 2. In order to begin the easement encroachment review process, a landowner should call the District Manager at (813) 873-7300 to review the current procedures. The District Manager will review with the landowner the proposed location of the encroachment, the associated plats of the property involved, and answer any questions about the process for submitting their request to the District Engineer and the Board Representative.
- 3. If a landowner desires to have a resident-installed encroachment considered by the Board Representative, a landowner must pay the \$150.00 review fee for an easement encroachment that consists of a normal public drainage area OR the \$250.00 review fee for an easement encroachment that contains a pipe within the public drainage area. The landowner will also need to submit the following information, in writing, to the District Manager for consideration by the Board Representative:
 - a. A copy of the design review documents that were submitted to the homeowners association, a description of the proposed encroachment, their physical address, their contact information, the subsequent approval letter from the homeowners association for the design of the encroachment, and the approval letters from any government agencies that may have jurisdiction over the property including, but not limited to,

- Hillsborough County, the Southwest Florida Water Management District, and the U.S. Army Corps of Engineers.
- b. Proof of property ownership (if available) such as a copy of landowner's deed or a county property tax bill.
- c. An 8.5 by 11-inch copy of the lot owner's survey showing the landowner's property and the District's property, easements, conservation areas, and/or wetland buffer areas.
- d. An 8.5 by 11-inch copy of the plans or drawings for the proposed encroachment.
- 4. The District Manager will forward the request to the District Engineer and District Counsel for their review and recommendations as needed.
- District staff shall recommend to the Board Representative, after careful consideration of all documents provided as well as plat detailed information, the approval or denial of the request.
- 6. The Board Representative shall review the recommendations of District staff. After its review of the staff recommendations, the Board Representative, in his/her delegated discretion, shall approve, deny, or request to modify the landowner's request.
- 7. Upon Board Representative approval of an encroachment, the Easement Encroachment Agreement must be signed in the presence of a notary by the landowner(s) and the District.

 The landowner(s) may not commence the construction of the encroachment until the Agreement has been fully executed by the landowner and the District.
- 8. At the next Board of Supervisor's Meeting, the signed Encroachment Agreement will be ratified by the entire Board of Supervisors and then filed with the County by District Counsel.
- 9. The landowner must comply with the homeowner's association, deed restrictions, local, state, and Federal permits, rules, and regulations during the term of the Agreement.

- 10. The landowner is responsible for paying any fees or fines pursuant to any local, state, or Federal rules or regulations resulting from the encroachment.
- 11. If the Board approves and ratifies the Agreement, the District will record the Agreement in the public records of Hillsborough County, Florida.
- 12. At any time after the approval of the Agreement, the District may terminate the Agreement for cause with thirty (30) days written notice to the landowner's mailing address on file with the Property Appraiser's Office. If the District terminates the Agreement, the District may file a notice of termination of the Agreement in the public records of the county.
- 13. The District reserves the right to immediately remove any encroachment because of an emergency situation such as an emergency erosion repair or a broken drainage structure. In the event of an emergency removal, the District is not responsible for any costs associated with the repair or replacement of the encroachment and any such costs shall be the sole responsibility of the landowner. Other governmental agencies such as the state of Florida, Southwest Florida Water Management District ("SWFWMD"), and/or Hillsborough County may require the removal of an encroachment. The District is not responsible for any costs associated with the removal of the encroachments by those agencies.
- 14. Except for emergency situations requiring immediate removal, if the Agreement is terminated, the landowner must remove the encroachment at the landowner's expense within thirty (30) days. If the landowner does not remove the encroachment within thirty (30) days, the District may remove the encroachment at the landowner's expense.

Policy Adoption Date:	

Prepared by and return to:
Parcel No.:
Easement Encroachment Agreement
This Easement Encroachment Agreement (the " Agreement ") is entered into as of [DATE] (the " Effective Date "), between the Balm Grove Community Development District (the " District ") whose mailing address is [ADDRESS] and [NAME(S)], as [OWNERSHIP TYPE] (collectively the " Landowner "), whose mailing address is [ADDRESS].
WITNESSETH:
That for an in consideration of the sum of One Hundred and Fifty Dollars and Zero Cents (\$150.00), in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises contained herein, the parties agree as follows:
1. <u>Landowner Property.</u> Landowner is the fee simple landowner of Lot, Block, (the "Property"), a subdivision according to the Plat thereof recorded at Plat Book _, Page(s) (the "Plat"), Public Records of Hillsborough County, Florida (the "Property"). Landowner agrees that it will not convey the Property until this Agreement is recorded in the official records of the Clerk of the Circuit Court of Hillsborough County.
2. <u>District Easement.</u> The District has a [Insert Easement Type] Easement (the "Easement") on and/or abutting the Property, as shown on the Plat. Landowner desires to encroach into the Easement by constructing (the "Improvements"). A diagram showing the Easement is attached as Exhibit "A."
3. <u>Installation and Maintenance of Improvements.</u> The Improvements shall be undertaken, completed and at all times maintained by Landowner in a good and workmanlike manner, using sound engineering, construction, and maintenance techniques and practices, strictly as described herein and in the location shown herein, and so as not to impede, impair, obstruct, damage, or interfere with drainage facilities or other facilities, structures or improvements within and along the easement area or the use of the easement for public purposes.

- 5. Term and Termination.
 - a. This Agreement shall remain in effect until terminated by either party.

necessary to construct and maintain the Improvements, prior to undertaking any work.

b. Either party may terminate this Agreement for any reason with seven (7) days written

4. <u>Permits, Approvals, and Compliance with Regulations.</u> Landowner shall apply for and obtain at its sole cost and expense, all necessary federal, state, local, and homeowners' association permits

- notice. Notwithstanding the foregoing, the District may remove the Improvements and any other encroachments immediately in the event of an emergency situation, and the District shall have no obligation to repair or restore the Improvements.
- c. Upon termination of this Agreement, the District may record a Notice of Termination of Easement Encroachment Agreement in the official records of the Clerk of the Circuit Court of Hillsborough County.
- d. At the termination of this Agreement, at the Landowner's sole cost and expense, the Landowner shall remove the Improvements and restore the Encroachment Area to the condition that existed before the Improvements were installed. If the Landowner does not remove the Improvements and restore the Encroachment Area to the condition that existed before the Improvements were installed by the last day of this Agreement, the District may remove the Improvements and restore the Encroachment Area to the condition that existed before the Improvements were installed, and the Landowner shall repay the District for all costs and expenses incurred by the District.
- **6.** <u>Indemnification.</u> Landowner agrees to indemnify, defend, and hold the District, its Board of Supervisors and its members, employees, agents and assigns harmless for: (1) any liability which may be incurred as a result of the approval, preparation and execution of this Agreement; (2) any damage to the Improvements caused by the District or its agents; (3) any damage to the Easement or to any District or Hillsborough County improvements or structures located within the Easement; (4) any claims for injury to any person or damages to any property because of the Improvements; and (5) any liability which may be incurred for any erosion that may damage the Improvements.
- 7. <u>Insurance</u>. Throughout the term of this Agreement, the Landowner shall maintain liability insurance covering any injuries or damages that may occur as a result the Improvements.
- **8.** Covenants Run with the Land. The provisions of this Agreement shall be deemed covenants running with the title to the Property and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- **9.** Governing 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 with venue in Hillsborough County, Florida.
- 10. <u>Attorney's Fees.</u> In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 11. <u>No Title Search.</u> Both parties acknowledge and agree that this Agreement was drafted at the request of the parties without the benefit of a title search.
 - 12. <u>Amendments.</u> This Agreement may only be amended in writing by the parties.

- 13. <u>Severability.</u> If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be in existence.
- 14. <u>Arm's Length Transaction</u>. This Agreement has been negotiated fully between the parties as an arm's length transaction. 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.
- **15.** Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Witness 1:	Balm Grove Community Development District
Supervisors Print Name	Name: Title: Chair/Vice Chair of the Board of
Witness 2:	
Print Name	_
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
	ed before me by means of either [] physical presence or, as Chair, as Chair,
	e District, who [] is personally known to me or [] has
	N. A. D. LL. C.
	Notary Public Signature
	(Print, Type, or Stamp Commissioned Name of Notary Public)

Witness 1:	Landowner
	Printed Name:
Print Name	_
Witness 2:	
Print Name	_
STATE OF FLORIDA COUNTY OF	<u> </u>
□ online notarization, thisday of	vledged before me by means of □ physical presence or
\square personally known to me or \square has produce identification.	ed(type of identification), as
	NOTARY PUBLIC
	(Dring Transcon Change Company 1)
	(Print, Type or Stamp Commissioned Name of Notary Public)

Witness 1:	Landowner
	Printed Name:
Print Name	
Witness 2:	
Print Name	
STATE OF FLORIDA COUNTY OF	
	edged before me by means of □ physical presence or
□ personally known to me or □ has produced identification.	type of identification), as
	NOTARY PUBLIC
	Print, Type or Stamp Commissioned Name of Notary Public)

Easement Encroachment Agreement With Drainage Pipe

Prepared by and	l return to:
Prepared by and re	turn to:
Parcel No.:	
	EASEMENT ENCROACHMENT AGREEMENT
_ day of Development	sement Encroachment Agreement (the "Agreement") is entered into as of the (the "Effective Date"), between <u>Balm Grove Community</u> District (the "District") whose mailing address is [Address] and [NAME(S)]. TYPE](collectively, the "Landowner"), whose mailing address is
	WITNESSETH:
(\$250.00), in har	FOR AND IN CONSIDERATION of the sum of Two Hundred and Fifty Dollars and paid, the receipt and sufficiency of which is hereby acknowledged and the mutual ned herein, the parties agree as follows:
16.	Landowner is the fee simple landowner of <u>Lot</u> , <u>Block</u> , of
	, according to the plat thereof, as recorded in Plat Book, Page(s) -
of the Public Red	cords of Hillsborough County, Florida (the "Property"). Landowner agrees that it will
not convey the P	roperty until this Agreement is recorded in the official records of Hillsborough County.
17.	The District has a drainage easement ("Easement") on and/or abutting the Property,
as shown on the	plat. Landowner desires to encroach into the Easement by constructing a six foot white
vinyl fence abut	ting the Property (the "Improvements").
18.	Landowner acknowledges that there are underground drainage pipes in the
Easement in wh	ich the Improvements will be placed. Landowner agrees that the fence posts for the
Improvements	will not be installed more than eighteen inches (18") below ground to avoid the
underground dr	rainage pipes. If the fence posts require additional depth below ground for safe
installation, the	Landowner will require the installer or contractor to prod the ground to determine the

4859-1141-3885, v. 1

exact location of the underground drainage pipe and certify that the fence posts will not conflict with the underground pipe in order to determine the desired depth for the fence posts. The Landowner will instruct the installer or the contractor that any fence post placed over the pipe will have a six inch (6") separation space between the top of the pipe and the bottom of the excavated area for installation of the fence posts. Landowner is responsible for locating all other underground utility lines and cables.

- 19. The Improvements shall be undertaken, completed and at all times maintained by Landowner in a good and workmanlike manner, using sound engineering, construction and maintenance techniques and practices, strictly as described herein and in the location shown herein, and so as not to impede, impair, obstruct, damage or interfere with drainage facilities or other facilities, structures or improvements within and along the easement area or the use of the easement for public purposes. Landowner shall apply for and obtain, at its sole cost and expense, all necessary federal, state, local and homeowners' association permits necessary to construct and maintain the Improvements, prior to the construction of the Improvements.
- 20. This Agreement shall remain in effect until terminated by either party. At the termination of this Agreement, at the Landowner's sole cost and expense, the Landowner shall remove the Improvements and restore the Easement to the condition that existed before the Improvements were installed. If the Landowner does not remove the Improvements and restore the Easement to the condition that existed before the Improvements were installed by the last day of this Agreement, the District may remove the Improvements and restore the Easement to the condition that existed before the Improvements were installed, and the Landowner shall repay the District for all costs and expenses incurred by the District.
- 21. Landowner agrees to indemnify, defend and hold the District, its Board of Supervisors and its members, employees, agents and assigns harmless for: (1) any liability which may be

incurred as a result of the approval, preparation and execution of this Agreement; (2) any damage to the Improvements caused by the District or its agents; (3) any damage to the Easement or to any District or Hillsborough County improvements or structures located within the Easement; (4) any claims for injury to any person or damages to any property because of the Improvements; and (5) any liability which may be incurred for any erosion that may damage the Improvements

- 22. Throughout the term of this Agreement, the Landowner shall maintain liability insurance covering any injuries or damages that may occur as a result the Improvements.
- 23. Either party may terminate this Agreement for any reason with seven (7) days written notice. Notwithstanding the foregoing, the District may remove the Improvements immediately in the event of an emergency situation, and the District shall have no obligation to repair or restore the Improvements.
- **24.** Upon termination of this Agreement, the District may record a Notice of Termination of Easement Encroachment Agreement in the official records of Hillsborough County.
- 25. The provisions of this Agreement shall be deemed covenants running with the title to the Property and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- 26. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida with venue in Hillsborough County, Florida.
- 27. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs

incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

28. Both parties acknowledge and agree that this Agreement was drafted at the request of the parties without the benefit of a title search.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Witness 1:	Balm Grove Community Development District
Print Name	Name: Chair of the Board of Supervisors
Frint Name	Chair of the Board of Supervisors
Witness 2:	
	_ _
Print Name	
STATE OF FLORIDA COUNTY OF	_
The foregoing instrument was acknown	vledged before me by means of □ physical presence or
	, 2023, by , as Chair of the Board of
•	y are \square personally known to me or \square has produced ion), as identification.
	NOTARY PUBLIC
	(Print, Type or Stamp Commissioned Name of Notary Public)

Witness 1:	Landowner	
	_	
	Printed Name:	
Print Name	_	
Witness 2:		
Print Name	-	
STATE OF FLORIDA COUNTY OF	_	
The foregoing instrument was acknow		
☐ online notarization, thisday of ☐ personally known to me or ☐ has produce identification.		
	NOTAR	Y PUBLIC
	(Print, Type or Stamp Cor	mmissioned Name of

Witness 1:	Landowner	
	Printed Name:	
Print Name	-	
Witness 2:		
	-	
Print Name	-	
STATE OF FLORIDA COUNTY OF	_	
The foregoing instrument was acknow ☐ online notarization, thisday of	_	
\square personally known to me or \square has produce identification.		
	NOTAR	Y PUBLIC
	(Print, Type or Stamp Co Notary Public)	mmissioned Name of

1 2 3	MINUTES OF THE PUBLIC HEARING AND REGULAR MEETING BALM GROVE COMMUNITY DEVELOPMENT DISTRICT						
4 5	The Public Hearing and regular Meeting o	Hearing and regular Meeting of the Board of Supervisors of Balm Grove					
6	Community Development District was held on Th	nursday, August 3, 2023, at 3:30 p.m. at the					
7	Offices of Inframark located at 2005 Pan Am Circ	k located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607.					
8 9 10	Present and constituting a quorum were:						
11	Nicholas Dister	Chairman					
12	Carlos de la Ossa	Vice-Chairman					
13	Albert Viera	Assistant Secretary					
14	Ryan Motko	Assistant Secretary					
15	Kelly Evans	Assistant Secretary					
16	12011/ 2 / 11112	1 Isola Milli 2 Collectivity					
17	Also present were:						
18	raise present were.						
19	Bryan Radcliff	District Manager					
20	Angie Grunwald	District Manager					
21	John Vericker	District Counsel					
22	Kathryn "KC" Hopkinson	District Counsel					
23	Michael Broadus	District Counsel					
24	Minimal Browns	District Counsel					
25							
26	The following is a summary of the discus	sions and actions taken					
27	The following is a summary of the discus	stons and actions taken					
28	FIRST ORDER OF BUSINESS	Call to Order/Roll Call					
29	Mr. Radcliff called the meeting to order, an						
30	ivii. Radeiiii canca the meeting to order, an	a a quotum was established.					
31	SECOND ORDER OF BUSINESS	Public Comment Agenda Items					
32	There being no public comments, the next						
33	There being no public comments, the next	order or ousiness fortowed.					
34	THIRD ORDER OF BUSINESS	Recess to Public Hearings					
35	Mr. Radcliff directed the Board of Supervis	<u>e</u>					
	•	C					
36	FOURTH ORDER OF BUSINESS	Public Hearing on Adopting Fiscal Year					
37		2024 Final Budget					
38	A. Open Public Hearing on Adopting Fi	scal Year 2024 Final Budget.					
20	O. MOTION 1-1 1- 0	1 . 11 M . E					
39	On MOTION by Mr. de la Oss						
40	all in lavor Public Hearing on A	Adopting Fiscal Year 2024 Final					
41	Budget was opened. 5-0						
42							
43	B. Staff Presentations						
44	Mr. Radcliff discussed the proposed bu	dget with the Board.					
45							
46	C. Public Comments						
47	There were no public comments.						
	IDIADDDOUED						

UNAPPROVED

D. Col	isideration of Resolution 2025-07; Adopting Final Fiscal Year 2024 Bud
Mr.	Radcliff reviewed and discussed the Resolution with the Board.
	On MOTION by Mr. de la Ossa seconded by Ms. Evans with
	all in favor Resolution 2023-07 for the Fiscal Year 2024 Final
	Budget, was adopted. 5-0
E. Clo	se Public Hearing on Adopting Fiscal Year 2024 Final Budget
	On MOTION by Mr. de la Ossa seconded by Mr. Dister with
	all in favor Public Hearing on Adopting Fiscal Year 2024 Final
	Budget was closed. 5-0
FIFTH ORD	ER OF BUSINESS Public Hearing on Levying O&M
TH TH ORD	Assessments
A One	en Public Hearing on Levying O&M Assessments
A. Ope	in rubiic flearing on Levying Octor Assessments
	On MOTION by Mr. de la Ossa seconded by Ms. Evans with
	all in favor Public Hearing on Levying O&M Assessments was
	opened. 5-0
	opened. 5-0
	ff Presentations
Mr.	Radcliff discussed the assessments with the Board.
C. Pub	olic Comments
The	re were no public comments.
D. Cor	sideration of Resolution 2023-08; Levying O&M Assessments
	, • •
MIT.	Radcliff reviewed and discussed the Resolution with the Board.
	On MOTION by Mr. de la Ossa seconded by Ms. Evans with
	all in favor Resolution 2023-08 for Levying O&M
	Assessments, was adopted. 5-0
	<u> </u>
F Cor	sideration of Developer Funding Agreement for FY 2024
	Radcliff reviewed and discussed the funding agreement for Fiscal Year 2024
1711.	Radelli Teviewed and discussed the funding agreement for Fiscal Teal 2025
the Board.	
	1
	On MOTION by Mr. de la Ossa seconded by Ms. Evans with
	On MOTION by Mr. de la Ossa seconded by Ms. Evans with all in favor the Developer Funding Agreement for Fiscal Year
	all in favor the Developer Funding Agreement for Fiscal Year
	E. Clos FIFTH ORDI A. Ope B. Staff Mr. C. Pub Ther D. Con Mr.

91	F. Close Public Hearing on Adopting Levying O&M Assessments
92	
93	On MOTION by Mr. de la Ossa seconded by Ms. Evans with
94	all in favor Public Hearing on Adopting Levying O&M
95	Assessments was closed. 5-0
96	
97	SIXTH ORDER OF BUSINESS Return to Regular Meeting
98	Mr. Radcliff directed the Board of Supervisors to proceed to the Regular Meeting.
99	The remaining directed the Board of Supervisors to proceed to the regular friending.
100	SEVENTH ORDER OF BUSINESS Business Items
101	A. Consideration of Resolution 2023-08; Setting Fiscal Year 2024 Meeting Schedule
102	Mr. Radcliff discussed the Resolution and setting the Fiscal Year meeting schedule
103	with the Board.
104	
104	
105	On MOTION by Mr. de la Ossa seconded by Ms. Evans with
106	all in favor Resolution 2023-08, Setting the Fiscal Year 2024
107	meeting schedule, was adopted. 5-0
108	
109	B. General Matters of the District
110	There being no additional general matters of the District, the next order of business
111	followed.
112	EIGHTH ORDER OF BUSINESS Consent Agenda
113	A. Consideration of Board of Supervisors' Meeting Minutes of the Regular Meeting
114	June 1, 2023
115	B. Consideration of Operations and Maintenance Expenditures May-June 2023
116	C. Review of Financial Statements Month Ending June 30, 2023
117	The Board reviewed the consent agenda items as presented.
118	
119	On MOTION by Mr. Dister seconded by Mr. de la Ossa with all
120	in favor the consent agenda items A through C, were approved.
121	5-0
122	
123	NINTH ORDER OF BUSINESS Staff Reports
124	A. District Counsel
125	B. District Engineer
126	C. District Manager
127	i. Community Inspection Reports
128	There being no staff reports, the next order of business followed.
129	
130	
131	
132	
133	

134	TENTH ORDER OF BUSINESS	Adjournment
135	There being no further busing	ness,
136		
137	On MOTION by Mr	. de la Ossa seconded by Mr. Dister with all
138	in favor the meeting	was adjourned at 3:32 p.m.
139	<u> </u>	
140		
141		
142		<u> </u>
143	Bryan Radcliff	Chairman/Vice Chairman
144	Assistant Secretary	



BALM GROVE CDD

Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description	
Monthly Contract					
INFRAMARK LLC	98324	\$3,209.24		DISTRICT INVOICE JULY 2023	
Monthly Contract Subtotal		\$3,209.24			
Variable Contract		\$0.00			
Variable Contract Subtotal		\$0.00			
Utilities		\$0.00			
Utilities Subtotal		\$0.00			
Regular Services					
STRALEY ROBIN VERICKER	23300	\$3,550.00		GENERAL CONSULTING - PROFESSIONAL SERVICES THRU - 06/11/23	
TIMES PUBLISHING COMPANY	314445 070523	\$412.00		BUDGET HEARING	
Regular Services Subtotal		\$3,962.00			
Additional Services					
COUNTY MATERIALS	157927-03	\$8,580.00		CONSTRUCTION	
COUNTY MATERIALS	157927-04	\$8,580.00		CONSTRUCTION	
COUNTY MATERIALS	157927-05	\$8,580.00		CONSTRUCTION	
COUNTY MATERIALS	157927-06	\$8,640.00		CONSTRUCTION	
COUNTY MATERIALS	157927-07	\$9,450.00		CONSTRUCTION	
COUNTY MATERIALS	157927-08	\$9,450.00		CONSTRUCTION	
COUNTY MATERIALS	157927-09	\$9,450.00		CONSTRUCTION	
COUNTY MATERIALS	157927-10	\$5,460.00		CONSTRUCTION	
COUNTY MATERIALS	157927-11	\$8,580.00		CONSTRUCTION	
COUNTY MATERIALS	157927-12	\$7,440.00		CONSTRUCTION	
COUNTY MATERIALS	157927-13	\$7,440.00		CONSTRUCTION	
COUNTY MATERIALS	157927-14	\$7,440.00		CONSTRUCTION	
COUNTY MATERIALS	157927-15	\$7,812.00		CONSTRUCTION	
COUNTY MATERIALS	157927-16	\$7,812.00		CONSTRUCTION	
COUNTY MATERIALS	157927-17	\$7,656.00		CONSTRUCTION	
COUNTY MATERIALS	157927-18	\$8,580.00		CONSTRUCTION	
COUNTY MATERIALS	157927-19	\$6,240.00		CONSTRUCTION	
COUNTY MATERIALS	157927-20	\$8,580.00	\$145,770.00	CONSTRUCTION	

BALM GROVE CDD

Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Additional Services Subtotal		\$145,770.00		
TOTAL		\$152,941.24		

Approved (with any necessary revisions noted):				
Signature:				
orginatoro.				
Title (Check one):				
[] Chariman [] Vice Chariman [] Assistant Secretary				



INVOICE

2002 West Grand Parkway North Suite 100 Katy, TX 77449

BILL TO

Balm Grove Community Development District District Management Services, LLC d/ b/a Mertius Districts 2005 Pan Am Cir Ste 300 Tampa FL 33607-6008 United States #98324

CUSTOMER ID C2377

PO#

7/19/2023

NET TERMS

Net 30

DUE DATE 8/18/2023

Services provided for the Month of: July 2023

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
District Management	1	Ea	1,375.00		1,375.00
Accounting Services	1	Ea	291.67		291.67
Field Management	1	Ea	1,000.00		1,000.00
Website Maintenance / Admin	1	Ea	125.00		125.00
B/W Copies	2	Ea	0.15		0.30
Postage	1	Ea	0.60		0.60
Dissemination Services	1	Ea	416.67		416.67
Subtotal					3,209.24

).24	\$3,209.2	Subtotal
0.00	\$0.0	Tax
).24	\$3,209.2	Total Due

Remit To: Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606 Telephone (813) 223-9400 Federal Tax Id. - 20-1778458

Balm Grove Community Development District

c/o Meritus

2005 Pan Am Circle, Ste 300

Tampa, FL 33607

July 17, 2023

Client: Matter:

001541 000001

1

Invoice #:

23300

Page:

RE: General

For Professional Services Rendered Through July 11, 2023

SERVICES

Date	Person	Description of Services	Hours	Amount
5/17/2023	JMV	REVIEW COMMUNICATION FROM K. EVANS RE: COMMON AREA CONVEYANCE; REVIEW PROPERTY RECORDS.	0.7	\$262.50
5/17/2023	TJR	REVIEW EMAIL CHAIN RE CONVEYANCE OF LAND TO THE DISTRICT; ANALYZE LEGAL DESCRIPTION, SURVEY AND OWNERSHIP ISSUES RE CONVEYANCE OF ROADS AND COMMON AREAS BY LENNAR; CONTACT J. VERICKER RE MISC ISSUES RE CONVEYANCE; REVIEW LENNAR DEED AND RELATED RECORDS.	2.1	\$787.50
5/22/2023	JMV	REVIEW COMMUNICATION RE: CDD BOARD MEETING; REVIEW LEGAL NOTICE.	0.2	\$75.00
5/23/2023	LB	FINALIZE RESOLUTION APPROVING PROPOSED BUDGET FOR FY 2023/2024 AND SETTING PUBLIC HEARING; PREPARE CORRESPONDENCE TO DISTRICT MANAGER RE SAME.	0.3	\$52.50
5/24/2023	TJR	REVISE AND FINALIZE DRAFT OF SPECIAL WARRANTY DEED FOR LENNAR ROADS AND COMMON AREAS; CONTACT ATTORNEY J. LAWTON, K. EVANS, ET AL, RE OWNERSHIP AND CONVEYANCE ISSUES FOR LENNAR PLAT.	1.2	\$450.00
5/31/2023	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING.	0.3	\$112.50
5/31/2023	KCH	REVIEW AGENDA AND ATTACHMENTS FOR BOS MEETING.	0.4	\$130.00
5/31/2023	KCH	REVIEW AGENDA AND ATTACHMENTS FOR BOS MEETING.	0.4	\$130.00

July 17, 2023 Client: 001541 000001 Matter: Invoice #: 23300

2 Page:

SERVICES

Date	Person	Description of Services	Hours	Amount
6/1/2023	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.5	\$187.50
6/1/2023	KCH	FINAL PREP FOR BOS MEETING; ATTEND BOS MEETING.	0.5	\$162.50
6/7/2023	LB	REVIEW PROPOSED BUDGET FOR FISCAL YEAR 2023/2024; PREPARE PUBLICATION ADS RE SAME.	0.8	\$140.00
6/17/2023	JMV	PREPARE LEGAL NOTICE FOR CDD BOARD MEETING AND PUBLIC HEARING.	1.1	\$412.50
6/19/2023	TJR	REVIEW COMMUNICATION FROM J. LAWTON RE PROPOSED DEEDS, MAPS, LETALS, ETC; CONTACT J. LAWTON RE DEEDS AND CONVEYANCE.	0.5	\$187.50
6/20/2023	LB	PREPARE DRAFT MAILED NOTICE LETTER FOR FY 2023/2024 BUDGET AND O&M ASSESSMENTS.	0.4	\$70.00
6/22/2023	LB	FINALIZE MAILED NOTICE LETTER AND PUBLICATION ADS; PREPARE CORRESPONDENCE TO DISTRICT MANAGER RE SAME.	0.3	\$52.50
6/26/2023	TJR	EXCHANGE COMMUNICATIONS WITH J. LAWTON RE DEED FOR ROADS, ETC.	0.2	\$75.00
7/7/2023	MS	RECEIVE, REVIEW AND PROCESS SPECIAL WARRANY DEED PREPARED BY J. LAWTON AND EXECUTED BY LENNAR; PREPARE AND TRANSMIT EMAIL TO J. LAWTON RE: STATUS OF SIGNATURE PAGE FROM EPG; PREPARE AND TRANSMIT EMAIL TO EGP RE: STATUS OF RECEIPT OF SIGNATURE PAGE AND TRANSMITTAL OF THE SAME; REVIEW COMMUNICATIONS BETWEEN J. LAWTON AND T. ROBIN RE: RECORDING OF DEED.	1.2	\$210.00
7/10/2023	LB	PREPARE QUARTERLY REPORT TO DISSEMINATION AGENT RE BONDS.	0.3	\$52.50
		Total Professional Services	11.4	\$3,550.00

July 17, 2023

Client: 001541 Matter: 000001 Invoice #: 23300

Page: 3

Total Services \$3,550.00
Total Disbursements \$0.00

 Total Current Charges
 \$3,550.00

 Previous Balance
 \$1,205.20

 Less Payments
 (\$1,205.20)

 PAY THIS AMOUNT
 \$3,550.00

Please Include Invoice Number on all Correspondence



Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396
Toll Free Phone: 1 (877) 321-7355
Fed Tax ID 59-0482470

ADVERTISING INVOICE

Advertising Run Dates		Advertiser Name		
07/ 5/23	BALM GROVE	BALM GROVE CDD		
Billing Date	Sale	s Rep	Customer Account	
07/05/2023	Deirdre Bonett		314445	
Total Amount I	Total Amount Due		Ad Number	
\$412.00		0000293982		

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
07/05/23	07/05/23	0000293982	Times	Legals CLS	Budget Meeting	1	2x49 L	\$408,00
07/05/23	07/05/23	0000293982	Tampabay.com	Legals CLS	Budget Meeting AffidavitMaterial	1	2x49 L	\$0.00 \$4.00
			-					
			;					:
			-					

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

Tampa Bay Times tampabay.com

DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396 Toll Free Phone: 1 (877) 321-7355

ADVERTISING INVOICE

Thank you for your business.

Advertising Run Dates		Advertiser Name
07/ 5/23	BALM GROVE CDD)
Billing Date	Sales Rep	Customer Account
07/05/2023	Deirdre Bonett	314445
Total Amount Du	ie	Ad Number
\$412.00		0000293982

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYBLE TO

TIMES PUBLISHING COMPANY

REMIT TO:

Times Publishing Company DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396

BALM GROVE CDD C/O MERITUS CORP 2005 PAN AM CIRCLE, SUITE 300 TAMPA, FL 33607 0000293982-01

Tampa Bay Times Published Daily

STATE OF FLORIDA COUNTY OF Hillsborough

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE**: **Budget Meeting** was published in said newspaper by print in the issues of: 7/5/23 or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Hillsborough** County, Florida and that the said newspaper has heretofore been continuously published in said **Hillsborough** County, Florida each day and has been entered as a second class mail matter at the post office in said **Hillsborough** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Notice of Public Hearing and Board of Supervisors Meeting of the Balm Grove Community Development District

The Board of Supervisors (the "Board") of the Balm Grove Community Development District (the "District") will hold a public hearing and a meeting on August 3, 2023, at 3:30 p.m. at the offices of Inframark, 2005 Pan Am Circle, Suite 300. Tampa, Florida 33607.

}_{SS}

The purpose of the public hearing is to receive public comments on the proposed adoption of the District's fiscal year 2023-2024 proposed budget. A meeting of the Board will also be held where the Board may consider any other business that may properly come before it. A copy of the proposed budget and the agenda may be viewed on the District's website at least 2 days before the meeting www.balmgrovecdd.com, or may be obtained by contacting the District Manager's office via email at Bryan.Radcliff@inframark.com or via phone at (813) 873-7300.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

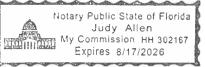
In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Bryan Radcliff District Manager

Run Date: July 5, 2023

0000293982





INVOICE

Shipped	Inve	oice Date	Invoice #		
03/21/2023	03/	22/2023	157927-03		
Warehouse	Takan By	PC	#	Page #	
44	et	21-7252-	04 CDD	1 of 1	

REMIT TO: P.O. BOX 38

MARATHON, WI 54448-0038

Cust:

152

Ship To Balm Grove EAST

Hillsborough CR 672

Wimauma, FL 33598

Bill To: BALM GROVE COMMUNITY

C/O QGS DEVELOPMENT INC

1450 S PARK ROAD PLANT CITY, FL 33566 REGEIVED MAR 2 2 2023

A/P

2.00	Lines Total	Quantity Shipped Total	99.00	teriori de la competencia de la como	Sub Total Invoice Total	8,580.00 8,580.00
10	236p 36" RCCP GASKET-PROFILE (HK# 822464)		11.00	EA	.000	.00
9	236380s 36" RCP CL3 SMALL BELL		88.00	LFT	97.500	8,580.00
1.n #	Product And Description	Advanced in the control of the contr	Quantity Shipped	Qty UM	Unit Price	Amount (Net)







INVOICE

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REMIT TO: P.O. BOX 38

MARATHON, WI 54448-0038

Cust:

152

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Hillsborough CR 672

Wimauma, FL 33598

Bill To: BALM GROVE COMMUNITY

C/O QGS DEVELOPMENT INC

1450 S PARK ROAD PLANT CITY, FL 33566 REGENVED

MAR 17 2023

A/P

2.00	Lines Total	Quantity Shipped Total	99.00	Mr. Addression of a development of the second	Sub Total Invoice Total	8,580.00 8,580.00
	236p 36" RCCP GASKET-PROFILE (HK# 822464)		11.00	EA	.000	.00
	236380s 36" RCP CL3 SMALL BELL		88.00	LFT	97.500	8,580.00
	Product And Description		Quentity Shipped	Qty UM	Unit Price	Amount (Net)

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INVOICE

REMIT TO: P.O. BOX 38

MARATHON, WI 54448-0038

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152

Ship To Balm Grove EAST

Hillsborough CR 672

Wimauma, FL 33598

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C/O QGS DEVELOPMENT INC

1450 S PARK ROAD PLANT CITY, FL 33566 REGEIVED

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2.00	Lines Total	Quantity Shipped Total	99.00		Sub Total Invoice Total	8,580.00 8,580.00
	236p 36" RCCP GASKET-PROFILE (HK# 822464)		11.00	EA	.000	.00
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REMIT TO: P.O. BOX 38

MARATHON, WI 54448-0038

Cust:

152

Ship To Balm Grove EAST

Hillsborough CR 672

Wimauma, FL 33598

Bill To: BALM GROVE COMMUNITY

C/O QGS DEVELOPMENT INC

1450 S PARK ROAD PLANT CITY, FL 33566 REGETVED

MAR 23 2023

A/P

.00 L	Lines Total	Quantity Shipped Total	81.00		Sub Total Invoice Total	8,640.00 8.640.00
	242p 42" RCCP GASKET-PROFILE (HK# 822466)		6.00	EA	.000	.00
11 2	242383 42" RCP CL3 "B" WALL STRAIGHT √		48.00	IFT	131,250 √	6,300.00
	236p 36" RCCP GASKET-PROFILE (HK# 822464)		3.00	EA	.000	.00
-	236380s 36" RCP CL3 SMALL BELL	A	24.00	LFT	97.500 ₹	2,340.00
	Product And Description		Quantity Shipped	Qty UM	Unit Price	Amount (Net)

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REMIT TO: P.O. BOX 38

MARATHON, WI 54448-0038

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152

Ship To Balm Grove EAST

Hillsborough CR 672

Wimauma, FL 33598

Bill To: BALM GROVE COMMUNITY

C/O QGS DEVELOPMENT INC

1450 S PARK ROAD PLANT CITY, FL 33566 RECEIVED MAR 21 2023

A/P

2.00	Lines Total	Quantity Shipped Total	81.00	***************************************	Sub Total Invoice Total	9,450.00 9,450.00
***************************************	42" RCCP GASKET-PROFILE (HK# 822466)	St. Mills Lab Mars Brown Lab Mills Lab				
	242p		9.00	EA	.000	.00
- A - A	42" RCP CL3 "B" WALL STRAIGHT ↓		12.00	LIL	131.450	9,450.00
1.1	242383	and the second s	72.00	LFT	131.250 √	0 450 00
1.5	Product And Description		Quantity Shipped	Qty UM	Unit. Price	Amount (Net)





INVOICE

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REMIT TO: P.O. BOX 38

MARATHON, WI 54448-0038

Cust:

152

Ship To Balm Grove EAST

Hillsborough CR 672

Wimauma, FL 33598

Bill To: BALM GROVE COMMUNITY

C/O QGS DEVELOPMENT INC

1450 S PARK ROAD PLANT CITY, FL 33566

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2.00	Lines Total	Quantity Shipped Total	81.00		Sub Total Invoice Total	9,450.00 9,450.00
	242p 42" RCCP GASKET-PROFILE (HK# 822466)		9.00	EA	.000	.00
11	242383 42" RCP CL3 "B" WALL STRAIGHT		72.00	LFT	131.250	9,450.00
Ln #	Product And Description		Quentity Shipped	Qty UM	Unit Price	Amount (Net)

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INVOICE

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REMIT TO: P.O. BOX 38

MARATHON, WI 54448-0038

Cust:

152

Ship To Balm Grove EAST

Hillsborough CR 672

Wimauma, FL 33598

Bill To: BALM GROVE COMMUNITY

C/O QGS DEVELOPMENT INC

1450 S PARK ROAD PLANT CITY, FL 33566 REGEIVED

MAR 22 2023

A/P

2.00	Lines Total	Quantity Shipped Total	81.00	in a paragraphic decrease or diagraphic decrease.	Sub Total	9,450.00 9,450.00
	242p 42" RCCP GASKET-PROFILE (HK# 822466)		9.00	EA	.000	.00
11	242383 42" RCP CL3 "B" WALL STRAIGHT		72.00	LFT	131.250 √	9,450.00
Ln #	Product And Description		Quantity Shipped	Qty UM	Unit Price	Amount (Net)





INVOICE

Shipped	Inv	olce Date	Involce #
03/21/2023	03	/22/2023	157927-10
Warehouse	Taken By	PO#	Page #
44	ct	21-7252-04	CDD 1 of 1

REMIT TO: P.O. BOX 38

MARATHON, WI 54448-0038

Cust:

152

Ship To Balm Grove EAST

Hillsborough CR 672

Wimauma, FL 33598

Bill To: BALM GROVE COMMUNITY

C/O QGS DEVELOPMENT INC

1450 S PARK ROAD PLANT CITY, FL 33566

REC	Œ		VIED
MAR	2	2	2023
	A	P	

2.00	Lines Total	Quantity Shipped Total	63.00		Sub Total Invoice Total	5,460.00 5,460.00
10	236p 36" RCCP GASKET-PROFILE (HK# 822464)		7.00	FA	.000	.00
9	236380s 36" RCP CL3 SMALL BELL \(\sqrt{2} \)		56.00	LFT	97.500 √	5,460.00
	Product And Description		Quantity Shipped	Qty UM	Unit Price	Amount (Net)



INVOICE

REMIT TO: P.O. BOX 38

MARATHON, WI 54448-0038

Shipped		nvoice Date	Inv	oice #
03/22/2023		03/23/2023		927-11
Warehouse	Taken B	y PC)#	Page #
44	et	21-7252-	04 CDD	1 of 1

Cust:

152

Ship To Balm Grove EAST

Hillsborough CR 672

Wimauma, FL 33598

Bill To: BALM GROVE COMMUNITY

C/O QGS DEVELOPMENT INC

1450 S PARK ROAD PLANT CITY, FL 33566 RECEIVED

MAR 23 2023

AP

2.00	Lines Total	Quantity Shipped Total	99.00	***************************************	Sub Total Invoice Total	8,580.00 8,580.00
	236p 36" RCCP GASKET-PROFILE (HK# 822464)		11.00	EA	.000	.00
9	236380s 36" RCP CL3 SMALL BELL	and the second s	88.00	LFT	97.500	8,580.00
<i>Ln</i> #	Product And Description		Quantity Shipped	Qty UM	Unit Price	Amount (Net)





INVOICE

REMIT TO: P.O. BOX 38 MARATHON, WI 54448-0038

Shipped	Inve	pice Date	Invoice #
03/30/2023	03/	31/2023	157927-12
Warehouse	Taken By	PO#	Page #
44	ct	21-7252-04	CDD 1 of 1

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152

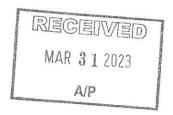
Ship To Balm Grove EAST

Hillsborough CR 672

Wimauma, FL 33598

Bill To: BALM GROVE COMMUNITY C/O QGS DEVELOPMENT INC

1450 S PARK ROAD PLANT CITY, FL 33566



2.00	Lines Total	Quantity Shipped Total	279.00		Sub Total Invoice Total	7,440.00 7,440.00
4	218p 18" RCCP GASKET- PROFILE (HK#822458)		31.00	EA	.000	.00
3	218380s 18" RCP CL3 SMALL BELL		248.00	LFT	30.000	7,440.00
Ln #	Product And Description		Quantity Shipped	Qty UM	Unit Price	Amount (Net)



INVOICE

REMIT TO: P.O. BOX 38 MARATHON, WI 54448-0038

Shipped 04/03/2023 Warehouse Take		Invoice Date 04/04/2023		Invoice # 157927-13	
Warehouse	Taken		PO#		Page #
44	ct	1	21-7252-04	CDD	1 of 1

Cust:

152

Ship To Balm Grove EAST

Hillsborough

CR 672

Wimauma, FL 33598

Bill To: BALM GROVE COMMUNITY C/O QGS DEVELOPMENT INC

1450 S PARK ROAD PLANT CITY, FL 33566



.00	Lines Total	Quantity Shipped Total	279.00		Sub Total	7,440.00
	218p 18" RCCP GASKET- PROFILE (HK#822458)		31.00	EA	.000	.00
3	218380s 18" RCP CL3 SMALL BELL ✓		248.00	LFT	30.000 √	7,440.00
Ln #	Product And Description		Quantity Shipped	Qty UM	Unit Price	Amount (Net)



INVOICE

REMIT TO: P.O. BOX 38 MARATHON, WI 54448-0038

Shipped		Invo	ice Date	Inv	roice #
04/04/2023		04/	05/2023	157	927-14
Warehouse	Take	n By	PO	# 4 2 2 2 2 2 2	Page #
44	cı	t	21-7252-0	4 CDD	1 of 1

Cust:

152

Ship To Balm Grove EAST

Hillsborough CR 672

Wimauma, FL 33598

Bill To: BALM GROVE COMMUNITY C/O QGS DEVELOPMENT INC

1450 S PARK ROAD PLANT CITY, FL 33566



.00	Lines Total	Quantity Shipped Total	279.00		Sub Total	7,440.00
4	218p 18" RCCP GASKET- PROFILE (HK#822458)		31.00	EA	.000	.00
3	218380s 18" RCP CL3 SMALL BELL		248.00	LFT	30.000	7,440.00
Ln #	Product And Description		Quantity Shipped	Qty UM	Unit Price	Amount (Net)

n



INVOICE

REMIT TO: P.O. BOX 38 MARATHON, WI 54448-0038

Shipped	Inv	voice Date Inv		oice #
04/04/2023	04	/05/2023	157	927-15
Warehouse	Taken By	PO	#	Page #
44	ct	21-7252-	04 CDD	1 of 1

Cust:

152

Ship To Balm Grove EAST

Hillsborough

CR 672

Wimauma, FL 33598

Bill To: BALM GROVE COMMUNITY C/O QGS DEVELOPMENT INC

1450 S PARK ROAD PLANT CITY, FL 33566 REGENVED APR 05 2023

A/P

Ln #	Product And Description		Quantity Shipped	Qty UM	Unit Price	Amount (Net)
	224380s 24" RCP CL3 SMALL BELL !		168.00	LFT	46.500	7,812.00
6	224p 24" RCCP GASKET- PROFILE (HK# 822460)		21.00	EA	.000	.0
.00	Lines Total	Quantity Shipped Total	189.00		Sub Total Invoice Total	7,812.00 7,812.00



INVOICE

REMIT TO: P.O. BOX 38 MARATHON, WI 54448-0038

Shipped	In	oice Date	Inv	roice #
04/04/2023	04	1/05/2023		927-16
Warehouse	Taken By	PC)#	Page #
44	ct	21-7252-	04 CDD	1 of 1

Cust:

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Ship To Balm Grove EAST

Hillsborough

CR 672

Wimauma, FL 33598

Bill To: BALM GROVE COMMUNITY

C/O QGS DEVELOPMENT INC

1450 S PARK ROAD PLANT CITY, FL 33566 REGELVED
APR 05 2023

A/P

2.00	Lines Total	Quantity Shipped Total	189.00		Sub Total Invoice Total	7,812.00 7,812.00
6	224p 24" RCCP GASKET- PROFILE (HK# 822460)		21.00	EA	.000	.00
5	224380s 24" RCP CL3 SMALL BELL		168.00	LFT	46.500 🗸	7,812.00
Ln #	Product And Description		Quantity Shipped	Qty UM	Unit Price	Amount (Net)

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INVOICE

REMIT TO: P.O. BOX 38 MARATHON, WI 54448-0038

Shipped	Inv	oice Date	Inv	oice #
04/10/2023	04	/11/2023	157	927-17
Warehouse	Taken By	PO#		Page #
44	ct	21-7252-04	CDD	1 of 1

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152

Ship To Balm Grove EAST Hillsborough CR 672 Wimauma, FL 33598

Bill To: BALM GROVE COMMUNITY

C/O QGS DEVELOPMENT INC 1450 S PARK ROAD PLANT CITY, FL 33566 RECEIVED

APR 11 2023

BY:

Ln #	Product And Description	Q	uantity hipped	Qty UM	Unit Price	Amount (Net)
1	215380s		64.00	LFT	22.500 🗸	1,440.00
	15" RCP CL3; SMALL BELL ✔					
2	215p		8.00	EA	.000	.00
	15" RCCP GASKET- PROFILE (HK# 822457)					
3	218380s		56.00	LFT	30.000 ✔	1,680.00
	18" RCP CL3 SMALL BELL					
4	218p		7.00	EA	.000	.00
	18" RCCP GASKET- PROFILE (HK#822458)					
5	224380s		64.00	LFT	46.500	2,976.00
	24" RCP CL3 SMALL BELL					M,5 70100
6	224p		8.00	EA	.000	.00
	24" RCCP GASKET- PROFILE (HK# 822460)			~.,	.000	.00
9	236380s		16.00	LFT	97.500 V	1,560.00
	36" RCP CL3 SMALL BELL		DAYS - STATE		77.500	1,500.00
10	236p		2.00	EA	.000	.00
	36" RCCP GASKET-PROFILE (HK# 822464)		2.00	2.1	.000	.00
3.00	Lines Total	Quantity Shipped Total	225.00		Sub Total	7,656.00
					Invoice Total	7,656.00

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INVOICE

REMIT TO: P.O. BOX 38 MARATHON, WI 54448-0038

Shipped		Invo	pice Date	Inv	voice #
04/05/2023		04/	06/2023		927-18
Warehouse	Taken	By	PC)#	Page #
44	ct		21-7252-	04 CDD	1 of 1

Cust:

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Ship To Balm Grove EAST

Hillsborough

CR 672

Wimauma, FL 33598

Bill To: BALM GROVE COMMUNITY

C/O QGS DEVELOPMENT INC

1450 S PARK ROAD

PLANT CITY, FL 33566

REGEIVED

APR 06 2023

AIP

2.00	Lines Total	Quantity Shipped Total	99.00		Sub Total Invoice Total	8,580.00 8,580.00
	236p 36" RCCP GASKET-PROFILE (HK# 822464)		11.00	EA	.000	.00
9	236380s 36" RCP CL3 SMALL BELL		88.00	LFT	97.500 √	8,580.00
Ln #	Product And Description		Quantity Shipped	Qty UM	Unit Price	Amount (Net)

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INVOICE

Shipped	Inv	oice Date	Invoice #
04/10/2023	04	/11/2023	157927-19
Warehouse	Taken By	PO#	Page #
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REMIT TO: P.O. BOX 38 MARATHON, WI 54448-0038

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Ship To Balm Grove EAST

Hillsborough CR 672

Wimauma, FL 33598

Bill To: BALM GROVE COMMUNITY C/O QGS DEVELOPMENT INC

1450 S PARK ROAD PLANT CITY, FL 33566 RECEIVED

	Product And Description		Quantity Shipped	Qty UM	Unit Price	Amount (Net)
	236380s 36" RCP CL3 SMALL BELL ✓		64.00	LFT	97.500 🗸	6,240.00
	236p 36" RCCP GASKET-PROFILE (HK# 822464)		8.00	EA	.000	.00
2.00	Lines Total	Quantity Shipped Total	72.00		Sub Total Invoice Total	6,240.00 6,240.00



INVOICE

REMIT TO: P.O. BOX 38 MARATHON, WI 54448-0038

Shipped	124	Invo	pice Date	Inv	oice #
04/05/2023		04/	06/2023		927-20
Warehouse	Taker	By	PO	#	Page #
44	ct		21-7252-	04 CDD	1 of 1

Cust:

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Ship To Balm Grove EAST

Hillsborough

CR 672

Wimauma, FL 33598

Bill To: BALM GROVE COMMUNITY C/O QGS DEVELOPMENT INC

1450 S PARK ROAD PLANT CITY, FL 33566 REGEUVED

APR 06 2023

AIP

2.00	Lines Total	Quantity Shipped Total	99.00		Sub Total Invoice Total	8,580.00 8,580.00
	236p 36" RCCP GASKET-PROFILE (HK# 822464)		11.00	EA	.000	.00
	236380s 36" RCP CL3 SMALL BELL		88.00	LFT	97.500	8,580.00
Ln #	And Description		Quantity Shipped	Qty UM	Unit Price	Amount (Net)

n

Balm Grove Community Development District

Financial Statements (Unaudited)

Period Ending July 31, 2023

Prepared by:



2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607 Phone (813) 873-7300 ~ Fax (813) 873-7070

Balance Sheet

As of July 31, 2023 (In Whole Numbers)

					SERIES 2022	2					
			S	ERIES 2022	CAPITAL		GENER	AL		GENERAL	
	G	ENERAL	DE	BT SERVICE	PROJECTS		FIXED ASS	SETS	L	ONG-TERM	
ACCOUNT DESCRIPTION		FUND		FUND	FUND		FUND			DEBT FUND	 TOTAL
<u>ASSETS</u>											
Cash - Operating Account	\$	2,228	\$	-	\$	-	\$	-	\$	-	\$ 2,228
Due From Other Funds		-		702,979		-		-		-	702,979
Investments:											
Acq. & Const. (Offsite Project)		-		-	4,665,05	54		-		-	4,665,054
Acq. & Construction - Amenity		-		-	658,71	10		-		-	658,710
Acquisition & Construction Account		-		-		1		-		-	1
Other		-		-	219,37	71		-		-	219,371
Reserve Fund		-		614,363		-		-		-	614,363
Revenue Fund		-		9,493		-		-		-	9,493
Sinking fund		-		50		-		-		-	50
Fixed Assets											
Construction Work In Process		-		-		-	8,665	5,160		-	8,665,160
Amount To Be Provided						-				21,435,000	 21,435,000
TOTAL ASSETS	\$	2,228	\$	1,326,885	\$ 5,543,13	36	\$ 8,665	5,160	\$	21,435,000	\$ 36,972,409
<u>LIABILITIES</u>											
Accounts Payable	\$	13,140	\$	-	\$	-	\$	-	\$	-	\$ 13,140
Bonds Payable		-		-		-		-		21,435,000	21,435,000
Due To Other Funds		-		-	702,98	30		-		-	702,980
TOTAL LIABILITIES		13,140		-	702,98	30		-		21,435,000	22,151,120

Balance Sheet

As of July 31, 2023 (In Whole Numbers)

SERIES 2022

			OLIVIES ESEE			
		SERIES 2022	CAPITAL	GENERAL	GENERAL	
	GENERAL	DEBT SERVICE	PROJECTS	FIXED ASSETS	LONG-TERM	
ACCOUNT DESCRIPTION	FUND	FUND	FUND	FUND	DEBT FUND	TOTAL
FUND BALANCES						
Restricted for:						
Debt Service	-	1,326,885	-	-	-	1,326,885
Capital Projects	-	-	4,840,156	-	-	4,840,156
Unassigned:	(10,912)	-	-	8,665,160	-	8,654,248
TOTAL FUND BALANCES	(10,912)	1,326,885	4,840,156	8,665,160	-	14,821,289
TOTAL LIABILITIES & FUND BALANCES	\$ 2,228	\$ 1,326,885	\$ 5,543,136	\$ 8,665,160	\$ 21,435,000	\$ 36,972,409

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2023 General Fund (001) (In Whole Numbers)

ACCOUNT DESCRIPTION	 ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	RIANCE (\$) V(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Special Assmnts- CDD Collected	\$ 565,297	\$ -	\$ (565,297)	0.00%
Developer Contribution	-	229,413	229,413	0.00%
TOTAL REVENUES	565,297	229,413	(335,884)	40.58%
EXPENDITURES				
<u>Administration</u>				
Supervisor Fees	4,800	3,800	1,000	79.17%
ProfServ-Trustee Fees	4,040	4,041	(1)	100.02%
Disclosure Report	5,000	4,583	417	91.66%
District Counsel	4,000	10,083	(6,083)	252.08%
District Engineer	5,000	5,608	(608)	112.16%
District Management	36,000	24,725	11,275	68.68%
ProfServ-Expansion Services	-	22,500	(22,500)	0.00%
Accounting Services	9,000	3,208	5,792	35.64%
Auditing Services	4,600	500	4,100	10.87%
Website Compliance	2,900	1,500	1,400	51.72%
Postage, Phone, Faxes, Copies	750	328	422	43.73%
Public Officials Insurance	2,600	2,419	181	93.04%
Legal Advertising	3,000	3,667	(667)	122.23%
Bank Fees	250	270	(20)	108.00%
Website Administration	1,500	1,375	125	91.67%
Miscellaneous Expenses	100	-	100	0.00%
Dues, Licenses, Subscriptions	 175	175	<u>-</u>	100.00%
Total Administration	83,715	88,782	(5,067)	106.05%
<u>Utility Services</u>				
Utility - Electric	4,000	-	4,000	0.00%
Utility - StreetLights	 13,500		 13,500	0.00%
Total Utility Services	 17,500		 17,500	0.00%

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2023 General Fund (001) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Other Physical Environment				
ProfServ-Pool Maintenance	2,000	-	2,000	0.00%
Waterway Management	10,000	-	10,000	0.00%
Amenity Center Cleaning & Supplies	10,000	-	10,000	0.00%
Contracts-Pools	15,000	-	15,000	0.00%
Contracts - Landscape	40,000	-	40,000	0.00%
Amenity Center Pest Control	1,500	-	1,500	0.00%
Insurance -Property & Casualty	15,000	2,956	12,044	19.71%
R&M-Other Landscape	15,000	-	15,000	0.00%
Amenity Maintenance & Repairs	1,500	-	1,500	0.00%
R&M-Monument, Entrance & Wall	1,500	-	1,500	0.00%
Waterway Improvements & Repairs	2,000	-	2,000	0.00%
Plant Replacement Program	1,000	-	1,000	0.00%
Irrigation Maintenance	5,000		5,000	0.00%
Total Other Physical Environment	119,500	2,956	116,544	2.47%
Construction In Progress				
Construction in Progress		145,770	(145,770)	0.00%
Total Construction In Progress		145,770	(145,770)	0.00%
TOTAL EXPENDITURES	220,715	237,508	(16,793)	107.61%
Excess (deficiency) of revenues Over (under) expenditures	344,582	(8,095)	(352,677)	-2.35%
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	344,582	-	(344,582)	0.00%
TOTAL FINANCING SOURCES (USES)	344,582	-	(344,582)	0.00%
Net change in fund balance	\$ 344,582	\$ (8,095)	\$ (1,041,841)	-2.35%
FUND BALANCE, BEGINNING (OCT 1, 2022)		(2,817)		
FUND BALANCE, ENDING		\$ (10,912)		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2023 Series 2022 Debt Service Fund (200) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YE	AR TO DATE	RIANCE (\$) AV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ -	\$	196,526	\$ 196,526	0.00%
Special Assmnts- Debt Service	1,225,606		967,491	(258,115)	78.94%
TOTAL REVENUES	1,225,606		1,164,017	(61,589)	94.97%
EXPENDITURES Debt Service					
Principal Debt Retirement	410,000		675,000	(265,000)	164.63%
Interest Expense	815,606		961,513	(145,907)	117.89%
Total Debt Service	1,225,606		1,636,513	 (410,907)	133.53%
TOTAL EXPENDITURES	1,225,606		1,636,513	(410,907)	133.53%
Excess (deficiency) of revenues					
Over (under) expenditures			(472,496)	 (472,496)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)			1,799,381		
FUND BALANCE, ENDING		\$	1,326,885		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2023 Series 2022 Capital Projects Fund (300) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET		YEAR TO DATE ACTUAL		VARIANCE (\$) FAV(UNFAV)		YTD ACTUAL AS A % OF ADOPTED BUD	
REVENUES								
Interest - Investments	\$	-	\$	108,779	\$	108,779	0.00%	
TOTAL REVENUES		-		108,779		108,779	0.00%	
EXPENDITURES								
Construction In Progress								
Construction in Progress				6,930,061		(6,930,061)	0.00%	
Total Construction In Progress				6,930,061		(6,930,061)	0.00%	
TOTAL EXPENDITURES		-		6,930,061		(6,930,061)	0.00%	
Excess (deficiency) of revenues								
Over (under) expenditures		_		(6,821,282)		(6,821,282)	0.00%	
FUND BALANCE, BEGINNING (OCT 1, 2022)				11,661,438				
FUND BALANCE, ENDING			\$	4,840,156				

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2023 General Fixed Assets Fund (900) (In Whole Numbers)

	ANNUAL			YTD ACTUAL
	ADOPTED	YEAR TO DATE	VARIANCE (\$)	AS A % OF
ACCOUNT DESCRIPTION	BUDGET	ACTUAL	FAV(UNFAV)	ADOPTED BUD
REVENUES				
TOTAL REVENUES	-	-	-	0.00%
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	-	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	<u> </u>		0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)		8,665,160		
FUND BALANCE, ENDING		\$ 8,665,160		

BALM GROVE CDD

Bank Reconciliation

Bank Account No. 6637 TRUIST - GF Operating

 Statement No.
 07-23

 Statement Date
 7/31/2023

G/L Balance (LCY)	2,227.61	Statement Balance	2,427.61
G/L Balance	2,227.61	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	2,427.61
Subtotal	2,227.61	Outstanding Checks	200.00
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	2,227.61	Ending Balance	2,227.61

Difference 0.00

Posting Date	Document Type	Document No.	Description		Amount	Cleared Amount	Difference
Checks							
7/6/2023	Payment	1083	ALBERTO VIERA		200.00	200.00	0.00
7/6/2023	Payment	1084	CARLOS DE LA OSSA		200.00	200.00	0.00
7/6/2023	Payment	1085	INFRAMARK LLC		3,213.29	3,213.29	0.00
7/6/2023	Payment	1086	NICHOLAS J. DISTER		200.00	200.00	0.00
7/6/2023	Payment	1088	STANTEC CONSULTING SERVICES INC		979.00	979.00	0.00
7/21/2023	Payment	1090	COUNTY MATERIALS		145,770.00	145,770.00	0.00
7/21/2023		JE000231	Bank Service Charge - Prior Period		21.30	21.30	0.00
Total Checks				150,583.59	150,583.59	0.00	
Deposits							
6/30/2023		JE000205	CK#2048189###### - Dev Funding	G/L Ac	4,812.96	4,812.96	0.00
7/14/2023		JE000207	Wire - Dev Fund	G/L Ac	145,770.00	145,770.00	0.00
Total Deposits			150,582.96	150,582.96	0.00		
Outstanding Checks							
7/6/2023	Payment	1087	RYAN MOTKO		200.00	0.00	200.00
Total Outstanding Checks					200.00		200.00