BALM GROVE COMMUNITY DEVELOPMENT DISTRICT

JUNE 06, 2024 AGENDA PACKAGE

Join the meeting now

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2005 PAN AM CIRLE SUITE 300 TAMPA FL, 33607

Balm Grove Community Development District

Board of Supervisors

Carlos de la Ossa, Chairman Nick Dister, Vice Chairperson Kelly Evans, Assistant Secretary Alberto Viera, Assistant Secretary Ryan Motko, Assistant Secretary **District Staff**

Bryan Radcliff, District Manager John Vericker, District Counsel Tonja Stewart, District Engineer

Regular Meeting Agenda

Thursday, June 06, 2024 at 2:00 p.m.

The Regular Meeting of the Balm Grove Community Development District will be held June 06, 2024 at 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:

Join the meeting now

Meeting ID: 215 817 490 035 **Passcode:** 45UmMF **Dial-in by phone** +1 646-838-1601 **Pin:** 227 773 399#

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

REGULAR MEETING OF BOARD OF SUPERVISORS

- 1. CALL TO ORDER/ROLL CALL
- 2. PUBLIC COMMENT
- 3. BUSINESS ITEMS
 - A. Ratification of Landscaping Management Agreement
 - B. Ratification of Pond Maintenance Agreement
 - C. Consideration of Field Services Agreement
- 4. CONSENT AGENDA
 - A. Approval of Minutes of the May 02, 2024 Regular Meeting
 - B. Consideration of Operation and Maintenance April 2024
 - C. Acceptance of the Financials and Approval of the Check Register for April 2024
- 5. STAFF REPORTS
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - i. Field Inspections Report
- 6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS
- 7. ADJOURNMENT

*Next regularly scheduled meeting is July 11, 2024 at 2:00 p.m.

Landscape Maintenance Agreement

This Landscape Maintenance Agreement (the "Agreement") is entered into as of May 3, 2024, between the Balm Grove Community Development District, a community development district organized under the laws of the State of Florida (the "District") and Landscape Maintenance Professionals, Inc., a Florida for profit corporation (the "Contractor").

Background Information:

The District owns, operates, and maintains certain lands within and around the District, and desires to retain an independent contractor to provide landscape maintenance services for certain lands within and around the District. Contractor represents that it is qualified to serve as a landscape maintenance contractor and provide services to the District.

Operative Provisions:

- 1. Incorporation of Background Information. The background information stated above is true and correct and is incorporated herein as a material part of this Agreement.
- 2. Contractor's Representations. To induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. Contractor has examined and carefully studied the project site, and Contractor has the experience, expertise, and resources to perform all required Work described in this Agreement.
 - b. Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Scope of Work to be performed pursuant to this Agreement.
 - c. Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition.
 - d. Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Scope of Work performed pursuant to this Agreement.

3. Description of Work.

a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services more fully described in the scope of work attached hereto and incorporated herein as Exhibit "A" (collectively, the "Scope of Work").

- **b.** The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
- **4. Emergency Services.** In the event of an emergency or disaster, Contractor shall provide the District the following services:
 - a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
 - **b.** Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
 - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
 - d. Disaster Recovery Assistance Services shall not exceed a total of seventy (70) hours worked for each emergency/disaster.
 - e. Contractor shall maintain and supply District with all necessary and appropriate documentation for all emergency/disaster-related services to support reimbursement by local, state, or federal agencies.
 - f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

5. Manner of Performance.

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- c. The performance of all services by the Contractor under this Agreement and supplemental work orders related thereto shall conform to any written instructions issued by the District.
- d. The Contractor shall regularly assign the same work personnel and supervisors to the District in order to maintain the property in a consistent manner by workers who are familiar with the property and procedures expected.
- e. Should any Work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such Work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
- f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within twenty-four (24) hours of the damage occurring or receiving written notice thereof, whichever is earlier to the satisfaction of the District.
- g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.



- h. Contractor shall replace, at Contractor's expense, all plant material that in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to, vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide written notice of such conditions, together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
- j. In the event time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed, to make up Rain Days with prior notification to and approval by the District's representative.
- k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule, and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing, provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
- 6. Time of Commencement. The work to be performed under this Agreement shall commence at a time to be determined by the parties.
- 7. Term and Renewal. The initial term of this Agreement shall be for one (1) year. At the end of the initial term, this Agreement shall automatically renew annually for additional one (1) year terms, at the same price and on the same contract terms as the initial term, until terminated by either party pursuant to the termination provision below.

8. Termination

- a. Contractor's Termination. Contractor may terminate this Agreement at any time by first providing sixty (60) days' written notice to the District, with or without cause. The termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
- b. District's Termination. The District may at any time, in its sole and arbitrary discretion, on thirty (30) days' written notice to Contractor, terminate this Agreement with or without cause, and without prejudice to any other remedy it may have. The termination notice shall be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. The Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
- c. On a default by Contractor, the District may elect to terminate this Agreement at any time, and in such event the District may elect to correct the deficiency from which the default arises, and deduct the costs from any payment then due or becoming due to Contractor. The District expressly reserves all rights available under the law or equity should there be a default by Contractor, including without limitation the right of damages, injunctive relief and specific performance.

9. District Representatives and Inspections.

- a. The District hereby designates the District Manager to act as the District's representative. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property and discuss conditions, schedules, and items of concern regarding the Work and this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must receive no less than seven (7) days' notice if there is a need to reschedule.
- d. All scheduled inspections will proceed with or without attendance by the Contractor. Notwithstanding, Contractor shall conduct a weekly inspection of the entire property subject to the Work.
- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within three days and prior to submitting any invoices to the District.

10. Compensation

- a. As compensation for the Work the District agrees to pay Contractor:
 - i. for the base services specified in the Scope of Work as Base Maintenance Price a total of Forty-Five Thousand Three Hundred Dollars and Zero Cents (\$45,300.00) per year, payable in equal monthly installments, as set forth in Exhibit "A".
 - ii. for all other non-monthly services specified in the Scope of Work, and only after receipt of written authorization by the District to proceed, the pricing specified in the Scope of Work in the month after the services were performed.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each service, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.
- c. The District shall provide payment within forty five (45) days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- d. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within forty five (45) days of the District's receipt of such invoice.
- e. In the event of any dispute regarding the work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute and District



- shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
- f. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing based on the prices listed for Additional Services listed in Exhibit "A".
- g. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence in the form of lien releases or partial waivers of lien to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and/or require that the Contractor provide an affidavit relating to the payment of all such indebtedness.

11. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. Responsibility for and Supervision of the Work: Contractor shall be solely responsible for all Work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all Work. Contractor shall supervise and direct the Work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for Work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of Work in accordance with this Agreement. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens, and claims or notices in respect to such liens and claims which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- d. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five



- (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply or report of an alleged violation, the District may terminate this Agreement, with such termination being effective immediately upon the giving of notice of termination.
- e. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees, its subcontractors and their employees, and other persons doing Work for on behalf of Contractor.
- f. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of all employees or agents performing the Work. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect persons and property affected by Contractor's work, and utilize safety equipment such as bright vests and traffic cones.
- g. Contractor shall assign a dedicated account manager to the District. Upon request, the account manager shall attend District meetings to provide updates to the Board and answer questions regarding landscaping issues.

12. Indemnification

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from all claims, liabilities, suits, demands, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District or in connection with the Work. The foregoing indemnification includes, without limitation, the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement, personal injury and death.
- b. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes (as amended), and that said statutory provision does not govern, restrict or control this Agreement.
- c. In the event of a claim against the District its officers, agents or employees made by an employee of the Contractor or any subcontractor or by any agent directly or indirectly engaged to perform the Work, the foregoing indemnification obligation shall not be limited to the amount or type of damages, compensation or benefits payable under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

13. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain during the life of the Agreement the insurance and coverages specified below. The policies of insurance shall be primary and written on forms acceptable to the District, by insurance carriers licensed to do business in the State of Florida, having a minimum AM Best Company rating not less than "A- Excellent: FSC VII." No changes shall be made to these specifications without the express written consent of the District.
 - Workers' Compensation: Contractor will provide Workers' Compensation insurance on behalf of all employees who provide services under this Agreement, in accordance with requirements of Florida law, together with Employer's Liability coverage limits

of not less than \$100,000.00 per employee per accident or occurrence; and \$100,000.00 per employee per disease, with a \$500,000.00 aggregate for disease coverage. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.

- ii. Commercial General Liability: Commercial General Liability, including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury, with coverage limits not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, covering all Work performed under this Agreement.
- iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all Work performed under this Agreement.
- iv. Umbrella Liability: With coverage limits of not less than \$1,000,000.00 per occurrence on all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and/or suit is brought.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- **d.** The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements shall be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of any insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor may commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with Work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insuror.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation or unless express written approval is received from the District, shall be written on a per occurrence basis, and name: the District, its supervisors, officers, agents, and employees as "additional insured." Insurers, with the exception of Workers' Compensation coverage for

non-leased employees, shall also waive rights of subrogation against the additional insured parties. Policy endorsements naming the additional insured parties and waiving rights of subrogation shall be provided to the District prior to commencement of the Work.

- 14. Subcontractors. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.
- 15. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitment for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
- 16. No Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the Contractor, 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 to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.
- 17. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.



- 18. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
- 19. E-Verification. Pursuant to Section 448.095(2), Florida Statutes (the "Statute"):
 - a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance with the Statute for as long as it has any obligations under this Agreement, including, but not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
 - b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.
 - c. If this Agreement is terminated in accordance with the Statute, then the Contractor will be liable for any additional costs incurred by the District.
- 20. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 873-7300, OR BY EMAIL AT PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.

21. Waivers. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity

of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

22. Notices. Unless specifically stated to the contrary elsewhere in this Agreement, where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first. Notice provided by facsimile or email shall be evidenced by electronic proof of delivery on or before 5:00 p.m. on the business day sent, after which time the notice shall be effective on the next business day.

To the District: Balm Grove Community Development District

c/o Inframark

Attn: District Manager

2005 Pan Am Circle, Suite 300

Tampa, Florida 33607 Phone: 813-873-7300

To Contractor: Landscape Maintenance Professionals, Inc.

Attn: Scott Carlson, COO

P.O. Box 267

Seffner, Florida 31583 Phone: 813-757-6500

- 23. Controlling Law. This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.
- 24. Enforcement of Agreement. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
- 25. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 26. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
- 27. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
- 28. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor 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.

- 29. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- 30. Authorization. The execution of this Agreement has been duly authorized by the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.
- 31. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions contained in any exhibit hereto, the provisions in this Agreement shall control over conflicting provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

Landscape Maintenance	Professionals, Inc.,
a Florida corporation	

Name: Scott A. CARLICA

Balm Grove

Community Development District

Name: Carlos de la Ossa

Title: Chair of the Board of Supervisors

EXHIBIT "A"

SCOPE OF SERVICES

Landscape Maintenance Specifications

A. Turf Care

- 1. <u>Mowing:</u> Rotary lawn mowers will be used with sufficient horsepower to leave a neat, clean, and uncluttered appearance at least <u>40</u> times per calendar year depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season, April through October, and every other week during the non-growing season or, as needed, from November through March.
- 2. **Trimming:** Turf areas inaccessible to mowers and areas adjacent to buildings, trees, fences, etc., will be controlled by a line trimmer. A continuous cutting height will be maintained when line trimming to prevent scalping.
- 3. <u>Edging:</u> All turf edges of walks and curbs shall be performed every mowing (40 times per year). A soft edge of all bed areas will be performed every other mowing (20 times per year). A line trimmer will be used for this purpose. A line trimmer may be used only in areas not accessible to power edgers.
- 4. <u>Fertilization:</u> Irrigated turf areas shall be fertilized with a commercial-grade fertilizer four (4) times per year. Timing of applications will be adjusted to meet horticultural conditions, and supplemental applications of appropriate nutrients shall be applied as indicated by test results. All local governmental ordinances shall be strictly followed by Contractor.
- 5. **Weed, Insect, and Disease Control:** LMP, Inc. employs an IPM (Integrated Pest Management) program, which calls for only legally approved chemicals to be used as needed for weed, insect, and disease issues. Any infestations will be treated on an as-needed basis throughout the year, and the customer will be made aware of the actions taken and the chemicals used. Pre-Emergent herbicides will be used from November 1st to April 1st, and Post-Emergent herbicides will be used from April 1st to October 30th due to soil and air temperatures. (LMP, Inc. will not be held responsible for the post-emergent control of common grassy weeds like crabgrass due to the absence of legal and selective post-emergent herbicides for this use.) Ant mounds will be treated as they appear with Advion Ant Bait to eliminate mounds. (Contract pricing **does not** include Bayer's Top Choice or Chipco Choice, or similar products that are used for guaranteed year-long ant control.)

B. Tree, Palm, Shrub, and Groundcover Care

- 1. Pruning: All trees, palms, shrubs, and ground cover shall be pruned as follows:
 - A) All trees (up to 12 feet) shall be pruned one (1) time per year to keep them away from walls and rooftops and to also eliminate any overhanging branches or foliage which obstructs and or hinders pedestrian or motor traffic.
 - B) All palms (**up to 15' feet**) shall be pruned two (<u>2</u>) times per year, removing dead fronds and spent seedpods. Loose boots will be removed and kept consistent in height.
 - C) All shrubs shall be pruned and shaped a maximum of twelve (12) times per year. This will help the individual plant retain its natural form and eliminate branches which are rubbing against any structures.
 - D) All Daylilies and Liriope shall be cut back in early Spring to remove all dead foliage, allowing for plants to be at optimum health during the growing season.
 - E) Selective pruning of shrubs shall occur one (1) time per year to balance infiltrating light, remove dead wood, and promote maximum health and growth.
 - F) The removal of diseased or injured branches and palms fronds will be performed as needed up to 12' on trees and 15' on palms. Any branches or fronds above these heights will be performed at an additional cost.
 - G) All sucker growth from trunks and base of trees shall be removed as needed during every visit to property.
 - H) Ground covers and vines will be maintained in a neat, uniform appearance.

- 2. <u>Fertilization:</u> Shrubs and ground covers will be fertilized three (3) times per year. Palms and hardwood trees will be fertilized three (3) times per year. Supplemental applications of appropriate nutrients shall be applied as indicated by soil samples if necessary.
- 3. **Weeding:** Weeds will be removed from all plant, tree, and flower beds once a month during the non-growing season and twice a month during the growing season (18 times per year). Manual (hand pulling) and chemical (herbicides) will be used as control methods.
- 4. <u>Insect and Disease Control:</u> All landscape beds shall be monitored and treated with appropriate baits as needed throughout the year by our dedicated team. LMP, Inc. employs an IPM (Integrated Pest Management) program, which calls for chemicals to be used only as needed. Any infestations will be treated on an as-needed basis, and the customer will be made aware of the actions taken as well as the chemicals used. Plants will be monitored, and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. (*Our pricing does not include Bayer's Top Choice or Chipco Choice, or similar products*).

C. Miscellaneous

- 1. **Clean-Up:** During every visit to the property, all areas shall be policed. All non-turf areas will be cleaned with a backpack or street blower. All trash shall be picked up throughout the property before each mowing 40 times per year. Trash shall be disposed of offsite. Construction debris or similar trash is not included as part of the weekly clean-up.
- 2. **Leaf Removal:** Leaf accumulations in curb lines and parking lots during the Fall months shall be removed and disposed of offsite. Any accumulation in shrub beds shall be blown out of the beds to prevent damage to plant material while providing a neat and clean appearance.
- 3. <u>Irrigation Inspection:</u> All irrigation zones shall be inspected one (1) time per month to ensure proper operation. All zones will be turned on for a minimum of five minutes to check for any coverage issues or any broken irrigation components. Any issues that require adjustments or cleaning of the filters, heads, rotors, spray nozzles will be performed during the monthly inspection. Any issues that have been caused by contractor shall be repaired at no cost to the client. Management shall receive a monitoring report after monthly irrigation inspection. All repairs to system shall be done on a time and materials basis, with the hourly labor rate being \$70.00 per manhour. Contractor is not responsible for turf or plant loss due to water restrictions. Contractor shall identify any operational issues to said irrigation system within the first thirty (30) days of contract commencement for customer to be aware so that written authorization may be approved to bring system up to fully operational status.

D. Additional Services

- 1. <u>Mulching:</u> Upon written authorization of the client, contractor shall mulch all planting beds with pine bark or shredded mulch at a price of \$65.00 per cubic yard, ensuring that all areas have a 2" depth after installation. As a part of the mulch process, all bed lines shall be trenched and beveled at a depth of 3" along bed areas that are bordered by sidewalks, curbs, and seasonal color bed areas to prevent mulch from washing out. If the amount quoted is not sufficient to mulch the entire property, an additional count will be submitted for completion at the same price per yard.
- 2. Annuals: Upon written authorization of the client, contractor will replace and install annuals four (4) times per year and make nutritional requirements needed to ensure a healthy plant. Deadheading declining flowers will be performed weekly. Annuals will be billed separately on a per-plant cost. Contractor will provide annuals at a cost of \$2.90 per plant. Price includes soil replenishment but not replacement.
- 3. <u>Tall Palm Trimming:</u> Upon written authorization of the client, contractor will trim all palms identified as being above 15' feet in overall height which will require a lift or bucket truck. Said palms will be priced per type of palm and will be clearly outlined in a proposal to client.

E. Pricing Summary

_	1	\$45,300,00
Base Maintenance Price	\$3,775.00	\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\

Additional Sachge Algon Aggaziller Glade	Majersesteonist	મિર્કેલ્ટ વિલાગી તો દ્વાર કેલાવી ઉંટ
Mulch	To be Determined	\$65.00 per CY
Annuals (4" plants)	To be Determined	\$2.90 per 4" Plant
Tall Palm Trimming (Palms over 15')	To be Determined	\$60.00

Environmental Management Agreement

This Environmental Management Agreement (this "Agreement") is entered into as of May 8, 2024, between the Balm Grove Community Development District, a community development district organized under the laws of the State of Florida (the "District") and Eco-Logic Services, LLC, a Florida limited liability company, whose principal mailing address is PO Box 18204, Sarasota, FL 34276 (the "Contractor").

Background Information:

The District is responsible for the operation and maintenance of various lakes, ditches, and other conservation areas within the boundaries of the District. The Contractor provides environmental monitoring and maintenance services and the District desires to retain the Contractor to provide environmental monitoring and maintenance services as described in this Agreement.

Operative Provisions:

- 1. <u>Incorporation of Background Information</u>. The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
- 2. <u>Scope of Services</u>. The Contractor shall perform the specific environmental management services described in **Exhibit** "A" for the District's retention ponds, lakes, and wetlands.
- 3. Manner of Performance and Care of the Property.
 - a. The work shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District and shall be in accordance with the best management practices in the industry.
 - b. Contractor agrees to keep property clean and orderly during the course of the work and to remove all materials, debris, equipment, and machinery at the completion of each work day.
 - c. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within 24 hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages or the District may elect to deduct the costs of the repair from the payment to Contractor for the work under this Agreement.
- **4.** Compensation. The District agrees to compensate the Contractor for the work described in Exhibit "A" based on the following:
 - a. Lake Management MONTHLY Services --- \$1,350.00 per month;
 - b. Maintenance of the Ditch and Conservation Areas --- 6 Services per year, to be billed at \$2,325 per event.
- 5. <u>Additional Services</u>. When authorized in advance, in writing by the District, the Contractor may provide additional services beyond those listed above.
- 6. <u>Term of this Agreement</u>. The initial term of this Agreement shall be for one year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for the same term and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

- 7. <u>Termination</u>. Either party may terminate this Agreement without cause with 30 days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.
- 8. Notice. Any notice, request, demand or other communication given by either party to the other shall be deemed to have been properly sent or given when delivered by U.S. mail certified mail return receipt requested to the following addresses. In the event that the Contractor or the District undergoes a change in address, notification to the other party shall be made by first class mail or email.

To the District:
c/o Inframark
Attn: Bryan Radcliff, District Manager
2005 Pan Am Circle, Ste. 300
Tampa, Florida 33607
bryan.radcliff@inframark.com

To the Contractor:
Eco-Logic Services, LLC
PO Box 18204
Sarasota, Florida 34276
Attn: Peter Nabor
pete@eco-logic-services.com

- 9. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
- 10. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- 11. <u>Insurance</u>. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - c. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
 - d. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any

accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

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

- 12. Indemnification. Contractor agrees to indemnify and hold the District and its officers, agents and employees harmless from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees, and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.
- 13. <u>Limitations on Governmental Liability</u>. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 14. <u>Responsibilities of the District</u>. The District shall inform Contractor of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. The District agrees to provide Contractor with copies of mitigation permits, site plans, and plant species relating to contracted work areas.
- 15. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

- 16. <u>Scrutinized Companies</u>. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
- 17. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.
 - IF THE CONTRACTOR HAS **QUESTIONS** REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813)873-7300. OR BY EMAIL PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT C/O INFRAMARK, 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.
- 18. E-Verification. Pursuant to Section 448.095(2), Florida Statutes, Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.
- 19. <u>Controlling Law and Venue</u>. This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.
- 20. Enforcement of Agreement. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. In the event it shall become necessary for either party to institute legal proceedings in

- order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
- 21. <u>Severability</u>. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 22. <u>Amendment</u>. 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.
- 23. <u>Assignment</u>. This Agreement is not transferrable or assignable by either party without the written approval of both parties.
- 24. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor 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.
- 25. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- 26. <u>Authorization</u>. 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.
- 27. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

Eco-Logic Services, LLC,
a Florida limited liability company

Name: Peter Nabor

Title: 05/22/2024

Balm Grove
Community Development District

Name: Carlos de la Ossa

Title: Chair of the Board of Supervisors

EXHIBIT "A"

PROPOSAL FOR ENVIRONMENTAL SERVICES



Proposal Date: April 20, 2024

Phone: Representative: Email:	2005 Pan Am Circle Ste 300 Tampa, FL 33607 813.873.7300 ext. 330 Mr. Bryan Radcliff Bryan.Radcliff@Inframark.com	Address: Phone: Representative: Email:	PO Box 18204 Sarasota, FL 34276 (941) 302-1206 Peter Nabor Pete@Eco-Logic-Services.com
Harris and the state of the sta	n: Wimauma, FL price per attached Scope of Services es: Attached		
By: Print Name: Peter Title: Principal /	er Nabor Senior Project Scientist	Print Name:	



BALM GROVE

1.0 Lake Management Services

Eco-Logic Services will perform necessary ongoing management services at the seven stormwater retention ponds and one floodplain compensation area ("lakes") within the Balm Grove community (shaded blue on Figure 1). Targets of the treatment efforts include algae (filamentous and planktonic), invasive underwater vegetation (such as hydrilla and naiad), and perimeter growth (grasses and turf-weeds growing out from shore). Undesirable growth will be selectively treated with approved herbicides. The goal of this maintenance is to ensure a "clean" look to these aquatic features on the site, as is reasonable and practical. Eco-Logic Services guarantees a prompt response to any complaint or problem encountered with the lakes on the site (i.e., an algae bloom) and will make every reasonable effort to correct the situation in a timely manner.

2.0 Maintenance of the Ditch and Conservation Areas

Eco-Logic Services will perform necessary management services on the conservation areas (shaded green on Figure 1) to maintain aesthetics and to ensure compliance with the regulatory requirements with respect to nuisance/exotic species coverage. Eco-Logic Services will also perform necessary management services on the aquatic portion of the ditch area (shaded red on Figure 1) to maintain flow through the area in the event of a flood event. Native herbaceous vegetation that would lay down in a flood event (such as pickerelweed, arrowhead, and jointed spikerush) will be allowed to grow, but cattails and woody vegetation (such as Carolina willow and primrose willow) will be treated. Maintenance of the ditch banks is not included in this effort. These maintenance events will be conducted on a bi-monthly schedule (six events per year).

3.0 Maintenance Specifications

The treatment areas detailed above will be aggressively maintained to enhance growth of beneficial native species (where required or desired) and to preclude growth of invasive species which would affect permit compliance or aesthetics of the treatment areas. Target species include those species listed in the Florida Exotic Pest Plant Council's 2019 Invasive Plant List. Eco-Logic Services will perform maintenance services using selective applications of appropriate herbicides specifically designed and labeled for such use. All herbicide treatments will be supervised by a state-certified aquatic herbicide applicator. Because the amount of vegetation treated should be minimal or herbaceous in nature, the treated vegetation will be left standing in place to naturally decompose. If directed by the Client, manual cutting and/or removal of treated material may be provided and billed based on an estimated additional fee under the Additional Services task or as an addendum to this Agreement.

4.0 Additional Services

Additional services requested by the Client will be provided and billed as agreed to in writing (including email) under this task. Significant items will be performed under an addendum to this Agreement. Additional Services may include water testing, manual removal of undesirable material, meetings, coordination or negotiation with the regulatory agencies regarding permit compliance, or other services not specifically detailed in this Scope of Services. Eco-Logic Services is pleased to provide these services, and any fees associated with this task will be incurred only at the request of, or with prior authorization of the Client.

5.0 Cost

Compensation for services rendered pursuant to this Agreement will be paid based on the following:

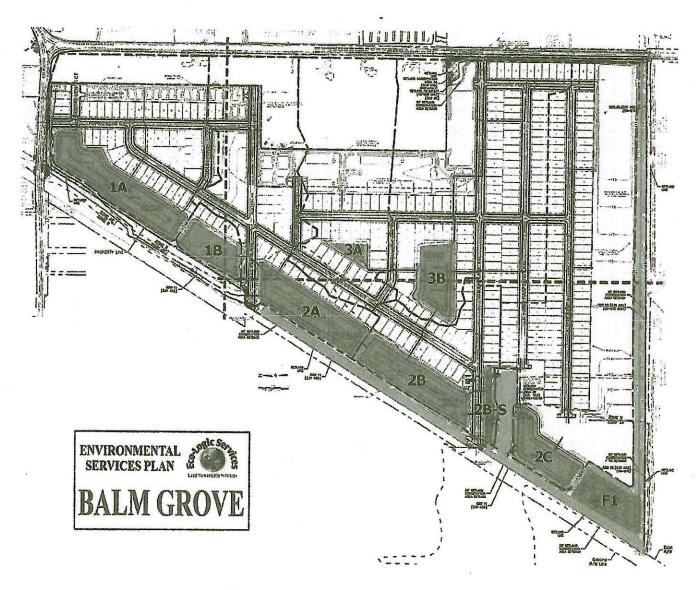


Figure 1. Site map for the Balm Grove community showing locations of the proposed work areas.

FIRST AMENDMENT TO THE MANAGEMENT AND ACCOUNTING SERVICES AGREEMENT BETWEEN BALM GROVE COMMUNITY DEVELOPMENT DISTRICT AND INFRAMARK, LLC

THIS AMENDMENT is entered into and executed on April 1, 2024, as set forth by and between Balm Grove Community Development District ("DISTRICT") and Inframark, LLC.

WHEREAS, District Management Services, LLC, d/b/a Meritus Districts ("Meritus Districts") and DISTRICT entered into a management and accounting services contract on March 30, 2021 (the "Agreement"), where Meritus Districts would provide district management services to the DISTRICT, and

WHEREAS, on January 1, 2022, the Agreement was assigned from Meritus Districts to Inframark, LLC ("MANAGER"); and

WHEREAS the MANAGER and DISTRICT now wish to amend the Agreement by adding field services and adjusting the compensation; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

- 1. The Scope of Services set forth in Exhibit A of the Agreement are hereby amended to include the field services set forth in Exhibit A attached hereto.
- 2. The DISTRICT shall pay MANAGER \$14,400.00 annually for the field services set forth in Section 1 of this First Amendment, which shall be paid in equal monthly installments of \$1,200.00. MANAGER shall provide monthly invoices to the DISTRICT and DISTRICT shall pay such invoices within thirty (30) days of receipt of invoice.
- **3.** Except as provided in this First Amendment, the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this First Amendment and terms of the Agreement, the terms of this First Amendment shall prevail.
- **4.** This First Amendment is binding upon the parties hereto and their respective legal representatives, successors, and assigns.

(THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW)

as of this day of May 2024.	parties he	reto have duly executed this First Amendment
Inframark, LLC		Balm Grove Community Development District
By:		By:
Name: Angel Montagna		Name:
(Print)		(Print)
Title: Vice President	Title:	Chairperson
District Services		-

Exhibit A

- Provide in-house expertise to provide vendor oversight as it pertains to the maintenance of the District's landscaping, aquatics, and facilities
- Develop and manage Requests for Proposals to include attendance at pre-bid meetings, bid openings and evaluation and recommendations to the Board.
- Once per month, the Field Manager will conduct a walk-through with each major vendor and on-site staff. At a minimum, these vendors shall include the landscape maintenance vendor, aquatics vendor, pool maintenance vendor, and any other vendor as requested by the Board. A full report will be provided with vendor responses for the Board Meeting agenda.
- Schedule tasks for ongoing maintenance or repair of District lands and facilities and verify completion or progress.
- Develop proposals and suggestions for improvements to the efficiency and/or quality of maintenance programs.
- Provide a monthly update to the District Manager for inclusion in his management report to the Board.
- For the avoidance of doubt, Manager shall not be responsible for performing any lifeguard
 or similar services or supervising or overseeing lifeguards hired by the District, evaluating
 lifeguard service providers, performing any aquatics or pool operations or maintaining and
 repairing the aquatics, pool, and their related appurtenances, or developing pool and
 aquatics rules or policies.

MINUTES OF MEETING BALM GROVE COMMUNITY DEVELOPMENT DISTRICT

1					
2	The regular meeting of the Board of Supervisors of Balm Grove Community				
3	Development District was held on Thursday, May 20, 2024, and called to order at 2:29 p.m. at				
4	the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607.				
5					
6	Present and constituting a quorum	were:			
7	5 1				
8	Carlos de la Ossa	Chairperson			
9	Nicholas Dister	Vice Chairperson (via phone)			
10	Kelly Evans	Assistant Secretary			
11	Alberto Viera	Assistant Secretary			
12	Ryan Motko	Assistant Secretary (via phone)			
13					
14	Also present were:				
15	D 1 1100	5			
16	Bryan Radcliff	District Manager			
17	Angie Grunwald	District Manager			
18	Kathryn Hopkinson	District Counsel (via phone) District Counsel			
19 20	John Vericker	District Counsel			
20	The following is a summany of the	discussions and actions taken			
22	The following is a summary of the discussions and actions taken.				
23	FIRST ORDER OF BUSINESS	Call to Order/Roll Call			
24	Mr. Radcliff called the meeting to order, and a quorum was established.				
25	The reasons sames are mosting to order, as	ia a quorum was estaonismea.			
26	SECOND ORDER OF BUSINESS Public Comment				
27	There being none, the next order of business followed.				
28	-				
29	THIRD ORDER OF BUSINESS	Business Items			
30		-01; Approving FY 2025 Proposed Budget &			
31	Setting Public Hearing				
32	On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in				
33	favor, The Board Adopted Resolution 2024;01; Approving the FY 2025				
34	Proposed Budget and set the Public Hearing for 07/11/2024. 5-0				
35					
36	B. Annual Notice of Qualified Electors				
37	 Mr. Radcliff announced to t 	he Board that the District as of April 15th 2024 has 1			
38	qualified elector.	•			
39					
40	C. Consideration of Resolution 2024	-02; Announcing Landowner Election			
41	On MOTION by Mr. de la Ossa sec	conded by Ms. Evans, with all in			
42	favor, The Board Adopted Resolution 2024-02; Announcing that the				
43	Landowner Election for seats 3,4 and 5 will be held on 11-05-2024. 5-0				

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May 20, 2024 BALM GROVE CDD

D. Ratification Landscape Maintenance Bid Packet

On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in favor, The Board Ratified a proposal from LMP for landscape services for the District and instructed District Counsel to draft an agreement. 5-0

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E. Ratification of Pond Maintenance Agreement

On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in favor, The Board Ratified 2 agreements from Eco-Logic: 1) Initial Clean Up of the ponds, ditch bottoms and conservation. 2) Monthly Pond Maintenance 5-0

555657

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F. Consideration of Field Services Agreement

On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in favor, The Board reviewed an amendment to the District Management contract for Field Services. The Board requested an adjusted amendment reducing the annual cost from \$27,048 to \$14,400. The Board Approved the amendment to the District Management contract with an annual cost of \$14,400. 5-0

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FOURTH ORDER OF BUSINESS

Consent Agenda

- A. Approval of Minutes of the April 04 2024 Regular Meeting
- B. Consideration of Operation and Maintenance March2024
- C. Acceptance of the Financials and Approval of the Check Register for March 2024

On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in favor, the Consent Agenda was approved. 5-0

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FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being no reports, the next item followed.

B. District Engineer

There being no reports, the next item followed.

C. District Manager

There being no reports, the next item followed.

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SIXTH ORDER OF BUSINESS

Board of Supervisors' Requests and Comments

There being none, the next order of business followed.

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SEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

858687

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On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in favor the meeting was adjourned at 3:21 p.m.

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BALM GROVE CDD

89 90 91 92		
93 94	Bryan Radcliff District Manager	Carlos de la Ossa Chairperson

May 20, 2024

BALM GROVE CDD

Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
INFRAMARK LLC	122124	\$3,333.34		DISTRICT INVOICE APRIL 2024
Monthly Contract Subtotal		\$3,333.34		
Variable Contract				
ALBERTO VIERA	AV 040424	\$200.00		SUPERVISOR FEE - 04/04/24
CARLOS DE LA OSSA	CDLO 040424	\$200.00		SUPERVISOR FEE - 04/04/24
KELLY A EVANS	KE 040424	\$200.00		SUPERVISOR FEE - 04/04/24
NICHOLAS J. DISTER	ND 040424	\$200.00		SUPERVISOR FEE - 04/04/24
RYAN MOTKO	RM 040424	\$200.00		SUPERVISOR FEE - 04/04/24
Variable Contract Subtotal		\$1,000.00		
Utilities				
TECO	0867 041624 ACH	\$166.30		ELECTRIC - 03/12/24-04/10/24
TECO	10867-041624 ACH	\$166.30	\$332.60	ELECTRIC - 03/12/24-04/10/24
Utilities Subtotal		\$332.60		
Regular Services				
ADA SITE COMPLIANCE	3237	\$1,500.00		DIGITAL ACCESSIBILITY AND LEGAL COMPLIANCE
STRALEY ROBIN VERICKER	24398	\$2,656.95		PROFESSIONAL SERVICES - THRU 03/31/24
U.S. BANK	7270214	\$4,040.63		TRUSTEE FEES
Regular Services Subtotal		\$8,197.58		
Additional Services		\$0.00		
Additional Services Subtotal		\$0.00		
TOTAL		\$12,863.52		

BALM GROVE CDD Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description

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



2002 West Grand Parkway North Suite 100 Katy, TX 77449

BILL TO

Balm Grove Community Development District District Management Services, 2005 Pan Am Cir Ste 300 Tampa FL 33607-6008 United States

Services provided for the Month of: April 2024

INVOICE# #122124

CUSTOMER ID

C2377

PO#

DATE4/3/2024 **NET TERMS**

INVOICE

Net 30

DUE DATE 5/3/2024

QTY	UOM	RATE	MARKUP	AMOUNT
1	Ea	125.00		125.00
1	Ea	291.67		291.67
1	Ea	1,375.00		1,375.00
1	Ea	1,000.00		1,000.00
1	Ea	416.67		416.67
1	Ea	125.00		125.00
				3,333.34
	QTY 1 1 1 1 1 1	1 Ea 1 Ea 1 Ea 1 Ea 1 Ea	1 Ea 125.00 1 Ea 291.67 1 Ea 1,375.00 1 Ea 1,000.00 1 Ea 416.67	1 Ea 125.00 1 Ea 291.67 1 Ea 1,375.00 1 Ea 1,000.00 1 Ea 416.67

Subtotal	\$3,333.34
Tax	\$0.00
Total Due	\$3,333.34

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.

BALM GROVE CDD

MEETING DATE: April 04, 2024

DMS: 7

Bryan RADCLES

AV 040424

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Carlos de la Ossa		Salary accepted	\$200.00
Nick Dister		Salary Accepted	\$200.00
Kelly Evans		Salary Accepted	\$200.00
Ryan Motko	V	Salary Accepted	\$200.00
Albert Viera		Salary Accepted	\$200.00

BALM GROVE CDD

MEETING DATE: April 04, 2024

DMS:

Bryan RAddle

CDLO 040424

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Carlos de la Ossa		Salary accepted	\$200.00
Nick Dister		Salary Accepted	\$200.00
Kelly Evans		Salary Accepted	\$200.00
Ryan Motko		Salary Accepted	\$200.00
Albert Viera		Salary Accepted	\$200.00

BALM GROVE CDD

MEETING DATE: April 04, 2024

DMS: Byan Rade

KE 040424

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Carlos de la Ossa		Salary accepted	\$200.00
Nick Dister	~	Salary Accepted	\$200.00
Kelly Evans		Salary Accepted	\$200.00
Ryan Motko	~	Salary Accepted	\$200.00
Albert Viera	<u></u>	Salary Accepted	\$200.00

BALM GROVE CDD

MEETING DATE: April 04, 2024

DMS: Bryan Radelof

ND 040424

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Carlos de la Ossa		Salary accepted	\$200.00
Nick Dister	\	Salary Accepted	\$200.00
Kelly Evans		Salary Accepted	\$200.00
Ryan Motko		Salary Accepted	\$200.00
Albert Viera		Salary Accepted	\$200.00

BALM GROVE CDD

MEETING DATE: April 04, 2024

DMS: Bryan Radeloff

RM 040424

		INIU-0-0-2-2-				
SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT			
Carlos de la Ossa		Salary accepted	\$200.00			
Nick Dister		Salary Accepted	\$200.00			
Kelly Evans		Salary Accepted	\$200.00			
Ryan Motko		Salary Accepted	\$200.00			
Albert Viera		Salary Accepted	\$200.00			



BALM GROVE COMMUNITY DEVELOPMENT

11480 COUNTY ROAD 672, PMP RIVERVIEW, FL 33579 Statement Date: April 16, 2024

Amount Due: \$385.23

Due Date: May 07, 2024 **Account #:** 221009210867

Past Due - Pay Immediately

Account Summary

Current Service Period: March 12, 2024 - April 10, 2024	
Previous Amount Due	\$218.93
Payment(s) Received Since Last Statement	\$0.00
Past Due - Pay Immediately Current Month's Charges - Pay by May 07, 2024	\$218.93 \$166.30
Amount Due	\$385.23

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Monthly Usage (kWh) 2023 2024 1300 1040 780 520 260 Jan Feb Mar Jun Jul Aug Oct Nov Dec Apr Mav Sep

Your Energy Insight



Your average daily kWh used was 26.83% lower than it was in your previous period.



Scan here to view your account online.



Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com



To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 221009210867

Due Date: May 07, 2024

Pay your bill online at TampaElectric.com

See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit TampaElectric.com/Paperless to enroll now.

BALM GROVE COMMUNITY DEVELOPMENT 2005 PAN AM CIR, STE 300 TAMPA, FL 33607-6008 Amount Due: \$385.23

Payment Amount: \$______

Past Due - \$218.93

Current - \$166.30

Mail payment to: TECO P.O. BOX 31318 TAMPA, FL 33631-3318



Service For:

11480 COUNTY ROAD 672 PMP, RIVERVIEW, FL 33579 Account #: 221009210867 Statement Date: April 16, 2024 Charges Due: May 07, 2024

Meter Read

Meter Location: BOOSTER PUMP

Service Period: Mar 12, 2024 - Apr 10, 2024

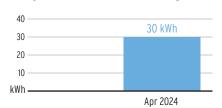
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	-	Total Used	Multiplier	Billing Period
1000852833	04/10/2024	2,871	1,961		910 kWh	1	30 Days

Charge Details

Electric Charges Daily Basic Service Charge 30 days @ \$0.75000 \$22.50 **Energy Charge** 910 kWh @ \$0.08192/kWh \$74.55 Fuel Charge 910 kWh @ \$0.03843/kWh \$34.97 Storm Protection Charge 910 kWh @ \$0.00775/kWh \$7.05 Clean Energy Transition Mechanism 910 kWh @ \$0.00427/kWh \$3.89 Storm Surcharge 910 kWh @ \$0.00225/kWh \$2.05 Florida Gross Receipt Tax \$3.72 **Electric Service Cost** \$148.73 State Tax \$12.57 Total Electric Cost, Local Fees and Taxes \$161.30

Avg kWh Used Per Day



Important Messages



Total Current Month's Charges

\$166.30

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill



Bank Draft

Visit TECOaccount.com for free recurring or one time payments via checking or savings account.



In-Person

Find list of Payment Agents at TampaElectric.com



Mail A Check

Payments:

TECO

P.O. Box 31318 Tampa, FL 33631-3318 Mail your payment in the enclosed envelope.

All Other

P.O. Box 111 Tampa, FL 33601-0111

Contact Us

Online:

TampaElectric.com

Phone:

Commercial Customer Care: 866-832-6249

Residential Customer Care:

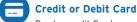
813-223-0800 (Hillsborough) 863-299-0800 (Polk County) 888-223-0800 (All Other Counties) Hearing Impaired/TTY:

7-1-1

Power Outage: 877-588-1010

Energy-Saving Programs:

813-275-3909



be charged.

Pay by credit Card using KUBRA EZ-Pay at TECOaccount.com. Convenience fee will



Phone Toll Free: 866-689-6469

Correspondences: Tampa Electric

Please Note: If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent at Tampa Electric. You bear the risk that this unauthorized party will relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.



BALM GROVE COMMUNITY DEVELOPMENT

11480 COUNTY ROAD 672, PMP RIVERVIEW, FL 33579

Amount Due: \$385,23

Your Energy Insight

previous period.

Due Date: May 07, 2024 Account #: 221009210867

Your average daily kWh used was 26.83% lower than it was in your

Past Due - Pay Immediately

Account Summary

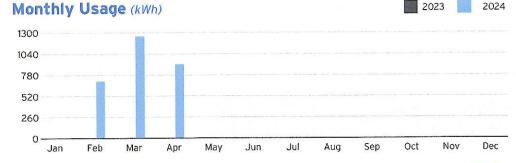
Current Service Period: March 12, 2024 - April 10, 2024	
Previous Amount Due	\$218.93
Payment(s) Received Since Last Statement	\$0.00
Past Due - Pay Immediately	\$218.93
Current Month's Charges - Pay by May 07, 2024	\$166.30
Amount Due	\$385.23

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



Scan here to view your account online.





Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com



To ensure prompt credit, please return stub portion of this bill with your payment.

APR 19

Account #: 221009210867 Due Date: May 07, 2024

Pay your bill online at TampaElectric.com

See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit TampaElectric.com/Paperless to enroll now.



687186399788

Past Due - \$218.93

Current - \$166.30



00004125 FTECO104162423543810 00000 02 01000000 10951 002 BALM GROVE COMMUNITY DEVELOPMENT 2005 PAN AM CIR, STE 300 TAMPA, FL 33607-6008

Mail payment to: TECO P.O. BOX 31318

TAMPA, FL 33631-3318



Service For:

11480 COUNTY ROAD 672 PMP, RIVERVIEW, FL 33579 Account #: 221009210867 Statement Date: April 16, 2024 Charges Due: May 07, 2024

Meter Read

Meter Location: BOOSTER PUMP

Service Period: Mar 12, 2024 - Apr 10, 2024

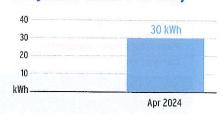
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	- Previous Reading	Total Used	Multiplier	Billing Period
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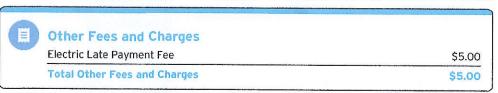
Charge Details

Electric Charges Daily Basic Service Charge 30 days @ \$0.75000 \$22.50 Energy Charge 910 kWh @ \$0.08192/kWh \$74.55 Fuel Charge 910 kWh @ \$0.03843/kWh \$34.97 Storm Protection Charge 910 kWh @ \$0.00775/kWh \$7.05 Clean Energy Transition Mechanism 910 kWh @ \$0.00427/kWh \$3.89 Storm Surcharge 910 kWh @ \$0.00225/kWh \$2.05 Florida Gross Receipt Tax \$3.72 **Electric Service Cost** \$148.73 State Tax \$12.57 Total Electric Cost, Local Fees and Taxes \$161.30

Avg kWh Used Per Day



Important Messages



Total Current Month's Charges

\$166.30

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill



Bank Draft

Visit TECOaccount.com for free recurring or one time payments via checking or savings account.

In-Person

Find list of Payment Agents at TampaElectric.com

Mail A Check Payments:

TECO P.O. Box 31318 Tampa, FL 33631-3318 Mail your payment in

the enclosed envelope. All Other

Correspondences: Tampa Electric P.O. Box 111 Tampa, FL 33601-0111

Contact Us

Online:

TampaElectric.com

Phone:

Commercial Customer Care: 866-832-6249

Residential Customer Care: 813-223-0800 (Hillsborough)

863-299-0800 (Polk County) 888-223-0800 (All Other Counties) Hearing Impaired/TTY:

7-1-1

Power Outage: 877-588-1010

Energy-Saving Programs: 813-275-3909



Credit or Debit Card

Pay by credit Card using KUBRA EZ-Pay at TECOaccount.com. Convenience fee will be charged.



Phone Toll Free: 866-689-6469

ADA Site Compliance

6400 Boynton Beach Blvd 742721 Boynton Beach, FL 33474 accounting@adasitecompliance.com



Invoice

_	 -	-
_	_	u

Balm Grove CDD

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
3237	04/12/2024	\$1,500.00	04/26/2024	14	

DESCRIPTION	QTY/HRS	RATE	AMOUNT
Annual Digital Accessibility and Legal Compliance - Compliance Shield, Customized Accessibility Policy, Accessibility ADApter, and Consulting with Digital Accessibility and Compliance Experts	1	1,500.00	1,500.00

BALANCE DUE

\$1,500.00

Straley Robin Vericker

1510 W. Cleveland Street

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

Balm Grove Community Development District

Inframark

2005 Pan Am Circle, Ste 300

Tampa, FL 33607

April 10, 2024

Client: Matter:

001541 000001

Invoice #:

24398

Page: 1

RE: General

For Professional Services Rendered Through March 31, 2024

SERVICES

Date	Person	Description of Services	Hours	Amount
3/6/2024	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING.	0.3	\$112.50
3/6/2024	KCH	REVIEW AGENDA PACKAGE.	0.3	\$97.50
3/7/2024	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.5	\$187.50
3/7/2024	KCH	PREPARE FOR AND ATTEND BOS MEETING.	0.4	\$130.00
3/11/2024	MS	PREPARE RESOLUTION SETTING LANDOWNERS ELECTION AND EXHIBITS TO SAME.	1.2	\$210.00
3/19/2024	JMV	REVIEW COMMUNICATION FROM K. SMITH RE: CDD COMMON AREA CONVEYANCE; REVIEW SKETCH.	0.6	\$225.00
3/20/2024	KCH	ZOOM TRAINING FOR SUPERVISORS REGARDING SUNSHINE LAW, PUBLIC RECORDS, AND ETHICS.	1.0	\$325.00
3/22/2024	WAS	REVIEW TITLE REPORT AND DRAFT SPECIAL WARRANTY DEED TO DISTRICT FOR TRACT 13 IN BALM GROVE WEST.	1.5	\$487.50
3/25/2024	JMV	PREPARE AND RECORD DEED FOR CDD COMMON AREAS.	0.4	\$150.00
3/25/2024	WAS	COMMUNICATIONS REGARDING RECORDING SPECIAL WARRANTY DEED; REVIEW RECORDED DEED.	0.3	\$97.50
3/25/2024	MS	RECEIVE, REVIEW AND PROCESS FINALIZED SPECIAL WARRANTY DEED THOUGH THE HILLSBOROUGH COUNTY E-RECORDING SYSTEM; RECEIVE AND PROCESS RECORDED DEED; TRANSMIT THE SAME TO C. DE LA OSSA, N. DISTER, AND B. LAMB.	1.0	\$175.00
3/25/2024	KCH	FINALIZE TRAINING FOR SUPERVISORS REGARDING SUNSHINE LAW, PUBLIC RECORDS, AND ETHICS.	0.5	\$162.50

April 10, 2024

Client: Matter: Invoice #: 001541 000001 24398

Page:

2

SERVICES

Date	Person	Description of Services	Hours	Amount
3/26/2024	LB	REVIEW MEETING DATES; PREPARE CORRESPONDENCE TO DISTRICT MANAGER RE FY 2024/2025 BUDGET MEETING AND PUBLIC HEARING DATES; PREPARE DRAFT RESOLUTION APPROVING PROPOSED BUDGET AND SETTING PUBLIC HEARING DATE.	1.0	\$175.00
3/28/2024	KCH	REVIEW RESOLUTION APPROVING PROPOSED BUDGET FOR NEXT FISCAL YEAR 2024/2025.	0.3	\$97.50
		Total Professional Services	9.3	\$2,632.50

DISBURSEMENTS

Date	Description of Disbursements		Amount
3/26/2024	Simplefile E-Recording- Filing Fee- Fi	ling Fees	\$24.45
		Total Disbursements	\$24.45
		Total Services	\$2,632.50
		Total Disbursements	\$24.45
		Total Current Charges	\$2,656.95
		Previous Balance	\$250.00
		Less Payments	(\$250.00)
		PAY THIS AMOUNT	\$2 656 95

Please Include Invoice Number on all Correspondence





MK-WI-S300 GCFS 1555 N. Rivercenter Drive, Suite 300 Milwaukee, WI 53212

7270214

heedeleteellblidgelmbettemithilbhttbil

000002777 02 SP 106481999300612 P

Balm Grove Community Development DIS ATTN Brian Lamb District Manager 2005 Pan AM Circle Suite 300 Tampa, FL 33607





Corporate Trust Services EP-MN-WN3L 60 Livingston Ave. St. Paul, MN 55107

Invoice Number: Account Number: Invoice Date: Direct Inquiries To: Phone:

7270214 250168000 03/25/2024 Duffy, Leanne M (407)-835-3807

Balm Grove Community Development DIS ATTN Brian Lamb District Manager 2005 Pan AM Circle Suite 300 Tampa, FL 33607 United States
BALM GROVE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS SERIES 2022 (SERIES 2022 PROJECT) REVENUE ACCOUNT

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE \$4.040.63

All invoices are due upon receipt.

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS SERIES 2022 (SERIES 2022 PROJECT) REVENUE ACCOUNT

7270214 Invoice Number: Account Number: 250168000 Current Due: \$4,040.63 Direct Inquiries To:

Duffy, Leanne M (407)-835-3807 Phone:

Wire Instructions:

U.S. Bank

Invoice # 7270214 Attn: Fee Dept St. Paul Please mail payments to: U.S. Bank CM-9690 PO BOX 70870 St. Paul, MN 55170-9690





Corporate Trust Services EP-MN-WN3L 60 Livingston Ave. St. Paul, MN 55107

Invoice Number: Invoice Date: Account Number: Direct Inquiries To: Phone: 7270214 03/25/2024 250168000 Duffy, Leanne M (407)-835-3807

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS SERIES 2022 (SERIES 2022 PROJECT) REVENUE ACCOUNT

Accounts Included 250168000 250168001 250168002 250168003 250168004 250168005

In This Relationship: 250168006 250168007 250168008

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP										
Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees						
04111 Paying Agent / Regist / Trustee Agent	1.00	3,750.00	100.00%	\$3,750.00						
Subtotal Administration Fees - In Advance 03	/01/2024 - 02/28/202 {	5		\$3,750.00						
Incidental Expenses 03/01/2024 to 02/28/2025	3,750.00	0.0775		\$290. 6 3						
Subtotal Incidental Expenses				\$290.63						
TOTAL AMOUNT DUE				\$4,040.63						



Balm Grove Community Development District

Financial Statements (Unaudited)

Period Ending April 30, 2024

Prepared by:



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

Balance Sheet

As of April 30, 2024 (In Whole Numbers)

				-					
			ERIES 2022	٤	SERIES 2022 CAPITAL		GENERAL	GENERAL	
	GF	ENERAL	BT SERVICE		PROJECTS		KED ASSETS	LONG-TERM	
ACCOUNT DESCRIPTION		FUND	 FUND		FUND	,	FUND	DEBT FUND	TOTAL
ASSETS									
Cash - Operating Account	\$	21,052	\$ -	\$	-	\$	-	\$ -	\$ 21,052
Due From Developer		43,745	-		-		-	-	43,745
Due From Other Funds		-	661,678		-		-	-	661,678
Investments:									
Acq. & Const. (Offsite Project)		-	12,945		342,213		-	-	355,158
Acq. & Construction - Amenity		-	2,694		680,837		-	-	683,531
Acquisition & Construction Account		-	-		1		-	-	1
Other		-	847		213,780		-	-	214,627
Reserve Fund		-	614,363		-		-	-	614,363
Revenue Fund		-	697,153		-		-	-	697,153
Fixed Assets									
Construction Work In Process		-	-		-		8,665,160	-	8,665,160
Amount To Be Provided		-	-		-		-	21,435,000	21,435,000
TOTAL ASSETS	\$	64,797	\$ 1,989,680	\$	1,236,831	\$	8,665,160	\$ 21,435,000	\$ 33,391,468
<u>LIABILITIES</u>									
Accounts Payable	\$	3,666	\$ -	\$	-	\$	-	\$ -	\$ 3,666
Retainage Payable		-	-		114,425		-	-	114,425
Bonds Payable		_	-		-		-	21,435,000	21,435,000
Due To Other Funds		79			661,600				661,679

776,025

21,435,000

22,214,770

3,745

TOTAL LIABILITIES

Balance Sheet

As of April 30, 2024 (In Whole Numbers)

SERIES 2022

			02.1.20 2022			
		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	-	1,989,680	-	-	-	1,989,680
Capital Projects	-	-	460,806	-	-	460,806
Unassigned:	61,052	-	-	8,665,160	-	8,726,212
TOTAL FUND BALANCES	61,052	1,989,680	460,806	8,665,160	-	11,176,698
TOTAL LIABILITIES & FUND BALANCES	\$ 64,797	\$ 1,989,680	\$ 1,236,831	\$ 8,665,160	\$ 21,435,000	\$ 33,391,468

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending April 30, 2024 General Fund (001) (In Whole Numbers)

TOTAL REVENUES 118,425 82,630 (35, 35, 35, 35, 35, 35, 35, 35, 35, 35,	3,000) 200.00 3,000) 200.00 3,000 0.00 1,283 69.49 (25) 104.15 2,400 0.00 776 88.00
Special Assmnts- CDD Collected \$ 118,425 \$ 2,630 \$ (35, 35) TOTAL REVENUES Administration Supervisor Fees 3,000 6,000 (3, 35, 30) ProfServ-Construction 9,000 - 9, 9, 900 - 9, 9, 900 - 9, 9, 900 - 9, 9, 900 - 9, 9, 900 - 9, 9, 900 - 2, 917 1, 9, 9, 900 - 1, 9, 9, 900 - 9, 9, 900 - 2, 917 1, 9, 9, 900 - - 9, 9, 900 - 2, 917 1, 9, 9, 900 - - 2, 917 1, 9, 9, 900 - 2, 917 1, 9, 9, 900 - 2, 917 1, 9, 9, 900 - 2, 917 1, 9, 9, 900 - 2, 917 1, 9, 9, 900 - 2, 917 1, 9, 9, 900 - 4, 9, 9, 900 2, 917 2, 917 1, 9, 9, 900 2, 917 1, 9, 9, 900 2, 912 5, 719 3, 9, 9, 900 2, 912 6, 9, 90 2, 912 6, 9, 90 3, 90 9, 900 2, 912 6, 90 </th <th>3,000) 200.00 9,000 0.00 1,283 69.44 (25) 104.17 2,400 0.00 776 88.00</th>	3,000) 200.00 9,000 0.00 1,283 69.44 (25) 104.17 2,400 0.00 776 88.00
TOTAL REVENUES 118,425 82,630 (35,635) EXPENDITURES Administration Supervisor Fees 3,000 6,000 (3,700) ProfServ-Construction 9,000 - 9,900 ProfServ-Dissemination Agent 4,200 2,917 1,900 ProfServ-Info Technology 600 625 ProfServ-Recording Secretary 2,400 - 2,917 ProfServ-Trustee Fees 6,500 5,724 5,724 District Counsel 9,500 5,719 3, District Engineer 9,500 2,025 7, Administrative Services 4,500 - 4, District Management 25,000 8,125 16, Accounting Services 9,000 2,042 6, Auditing Services 6,000 - 6, Website Compliance 1,800 1,500 Postage, Phone, Faxes, Copies 500 35 Rentals & Leases 600 - <t< th=""><th>3,000) 200.00 9,000 0.00 1,283 69.44 (25) 104.11 2,400 0.00 776 88.00</th></t<>	3,000) 200.00 9,000 0.00 1,283 69.44 (25) 104.11 2,400 0.00 776 88.00
Administration Supervisor Fees 3,000 6,000 (3, ProfServ-Construction 9,000 - 9, 9, 9, 9, 9, 9, 9, 9, 9, 9, 9, 9, 9, 9	9,000 0.00 1,283 69.49 (25) 104.17 2,400 0.00 776 88.00
Supervisor Fees 3,000 6,000 (3, ProfServ-Construction 9,000 - 9, 9, 9, 9, 9, 9, 9, 9, 9, 9, 9, 9, 9, 9	9,000 0.00 1,283 69.49 (25) 104.17 2,400 0.00 776 88.00
ProfServ-Construction 9,000 - 9, ProfServ-Dissemination Agent 4,200 2,917 1, ProfServ-Info Technology 600 625 ProfServ-Recording Secretary 2,400 - 2, ProfServ-Trustee Fees 6,500 5,724 5,724 5,719 3, District Counsel 9,500 5,719 3, 5,719 3, District Engineer 9,500 2,025 7, Administrative Services 4,500 - 4, District Management 25,000 8,125 16, 4, 6, Accounting Services 9,000 2,042 6, 6, Auditing Services 6,000 - 6, Website Compliance 1,800 1,500 - Postage, Phone, Faxes, Copies 500 35 - Rentals & Leases 600 - - Public Officials Insurance 2,500 2,516 - Legal Advertising 3,500 977	9,000 0.00 1,283 69.49 (25) 104.17 2,400 0.00 776 88.00
ProfServ-Construction 9,000 - 9, ProfServ-Dissemination Agent 4,200 2,917 1, ProfServ-Info Technology 600 625 ProfServ-Recording Secretary 2,400 - 2, ProfServ-Trustee Fees 6,500 5,724 - District Counsel 9,500 5,719 3, District Engineer 9,500 2,025 7, Administrative Services 4,500 - 4, District Management 25,000 8,125 16, Accounting Services 9,000 2,042 6, Auditing Services 9,000 2,042 6, Auditing Services 6,000 - 6, Website Compliance 1,800 1,500 Postage, Phone, Faxes, Copies 500 35 Rentals & Leases 600 - Public Officials Insurance 2,500 2,516 Legal Advertising 3,500 977 2, Bank Fees 200	0,000 0.00 1,283 69.49 (25) 104.17 2,400 0.00 776 88.00
ProfServ-Info Technology 600 625 ProfServ-Recording Secretary 2,400 - 2, ProfServ-Trustee Fees 6,500 5,724 5,719 3, District Counsel 9,500 5,719 3, District Engineer 9,500 2,025 7, Administrative Services 4,500 - 4, District Management 25,000 8,125 16, Accounting Services 9,000 2,042 6, Auditing Services 6,000 - 6, Website Compliance 1,800 1,500 Postage, Phone, Faxes, Copies 500 35 Rentals & Leases 600 - Public Officials Insurance 2,500 2,516 Legal Advertising 3,500 977 2, Bank Fees 200 - Financial & Revenue Collections 1,200 - 1, Meeting Expense 4,000 - 4, Website Administration 1,200 6,	(25) 104.17 2,400 0.00 776 88.06
ProfServ-Recording Secretary 2,400 - 2, ProfServ-Trustee Fees 6,500 5,724 District Counsel 9,500 5,719 3, District Engineer 9,500 2,025 7, Administrative Services 4,500 - 4, District Management 25,000 8,125 16, Accounting Services 9,000 2,042 6, Auditing Services 6,000 - 6, Website Compliance 1,800 1,500 - 6, Website Compliance 1,800 1,500 - 6, Postage, Phone, Faxes, Copies 500 35 - - Rentals & Leases 600 - - - - Public Officials Insurance 2,500 2,516 - - - Legal Advertising 3,500 977 2, - - - - Financial & Revenue Collections 1,200 - - - - <td>2,400 0.00 776 88.00</td>	2,400 0.00 776 88.00
ProfServ-Trustee Fees 6,500 5,724 District Counsel 9,500 5,719 3, District Engineer 9,500 2,025 7, Administrative Services 4,500 - 4, District Management 25,000 8,125 16, Accounting Services 9,000 2,042 6, Auditing Services 6,000 - 6, Website Compliance 1,800 1,500 Postage, Phone, Faxes, Copies 500 35 Rentals & Leases 600 - Public Officials Insurance 2,500 2,516 Legal Advertising 3,500 977 2, Bank Fees 200 - Financial & Revenue Collections 1,200 - 1, Meeting Expense 4,000 - 4, Website Administration 1,200 875 Miscellaneous Expenses 250 1,000 (776 88.06
District Counsel 9,500 5,719 3, District Engineer 9,500 2,025 7, Administrative Services 4,500 - 4, District Management 25,000 8,125 16, Accounting Services 9,000 2,042 6, Auditing Services 6,000 - 6, Website Compliance 1,800 1,500 Postage, Phone, Faxes, Copies 500 35 Rentals & Leases 600 - Public Officials Insurance 2,500 2,516 Legal Advertising 3,500 977 2, Bank Fees 200 - Financial & Revenue Collections 1,200 - 1, Meeting Expense 4,000 - 4, Website Administration 1,200 875 Miscellaneous Expenses 250 1,000 (
District Engineer 9,500 2,025 7, Administrative Services 4,500 - 4, District Management 25,000 8,125 16, Accounting Services 9,000 2,042 6, Auditing Services 6,000 - 6, Website Compliance 1,800 1,500 Postage, Phone, Faxes, Copies 500 35 Rentals & Leases 600 - Public Officials Insurance 2,500 2,516 Legal Advertising 3,500 977 2, Bank Fees 200 - - Financial & Revenue Collections 1,200 - 1, Meeting Expense 4,000 - 4, Website Administration 1,200 875 Miscellaneous Expenses 250 1,000 (791 600
Administrative Services 4,500 - 4, District Management 25,000 8,125 16, Accounting Services 9,000 2,042 6, Auditing Services 6,000 - 6, Website Compliance 1,800 1,500 Postage, Phone, Faxes, Copies 500 35 Rentals & Leases 600 - Public Officials Insurance 2,500 2,516 Legal Advertising 3,500 977 2, Bank Fees 200 - Financial & Revenue Collections 1,200 - 1, Meeting Expense 4,000 - 4, Website Administration 1,200 875 Miscellaneous Expenses 250 1,000 (3,781 60.20
District Management 25,000 8,125 16, Accounting Services 9,000 2,042 6, Auditing Services 6,000 - 6, Website Compliance 1,800 1,500 Postage, Phone, Faxes, Copies 500 35 Rentals & Leases 600 - Public Officials Insurance 2,500 2,516 Legal Advertising 3,500 977 2, Bank Fees 200 - Financial & Revenue Collections 1,200 - 1, Meeting Expense 4,000 - 4, Website Administration 1,200 875 Miscellaneous Expenses 250 1,000 (7,475 21.32
Accounting Services 9,000 2,042 6, Auditing Services 6,000 - 6, Website Compliance 1,800 1,500 Postage, Phone, Faxes, Copies 500 35 Rentals & Leases 600 - Public Officials Insurance 2,500 2,516 Legal Advertising 3,500 977 2, Bank Fees 200 - Financial & Revenue Collections 1,200 - 1, Meeting Expense 4,000 - 4, Website Administration 1,200 875 Miscellaneous Expenses 250 1,000 (1,500 0.00
Auditing Services 6,000 - 6, Website Compliance 1,800 1,500 Postage, Phone, Faxes, Copies 500 35 Rentals & Leases 600 - Public Officials Insurance 2,500 2,516 Legal Advertising 3,500 977 2, Bank Fees 200 - Financial & Revenue Collections 1,200 - 1, Meeting Expense 4,000 - 4, Website Administration 1,200 875 Miscellaneous Expenses 250 1,000 (6,875 32.50
Website Compliance 1,800 1,500 Postage, Phone, Faxes, Copies 500 35 Rentals & Leases 600 - Public Officials Insurance 2,500 2,516 Legal Advertising 3,500 977 2, Bank Fees 200 - Financial & Revenue Collections 1,200 - 1, Meeting Expense 4,000 - 4, Website Administration 1,200 875 Miscellaneous Expenses 250 1,000 (6,958 22.69
Postage, Phone, Faxes, Copies 500 35 Rentals & Leases 600 - Public Officials Insurance 2,500 2,516 Legal Advertising 3,500 977 2, Bank Fees 200 - Financial & Revenue Collections 1,200 - 1, Meeting Expense 4,000 - 4, Website Administration 1,200 875 Miscellaneous Expenses 250 1,000 (6,000 0.00
Rentals & Leases 600 - Public Officials Insurance 2,500 2,516 Legal Advertising 3,500 977 2, Bank Fees 200 - Financial & Revenue Collections 1,200 - 1, Meeting Expense 4,000 - 4, Website Administration 1,200 875 Miscellaneous Expenses 250 1,000 (300 83.33
Public Officials Insurance 2,500 2,516 Legal Advertising 3,500 977 2, Bank Fees 200 - Financial & Revenue Collections 1,200 - 1, Meeting Expense 4,000 - 4, Website Administration 1,200 875 Miscellaneous Expenses 250 1,000 (465 7.00
Legal Advertising 3,500 977 2, Bank Fees 200 - Financial & Revenue Collections 1,200 - 1, Meeting Expense 4,000 - 4, Website Administration 1,200 875 Miscellaneous Expenses 250 1,000 (600 0.00
Bank Fees 200 - Financial & Revenue Collections 1,200 - 1, Meeting Expense 4,000 - 4, Website Administration 1,200 875 Miscellaneous Expenses 250 1,000 ((16) 100.64
Financial & Revenue Collections 1,200 - 1, Meeting Expense 4,000 - 4, Website Administration 1,200 875 Miscellaneous Expenses 250 1,000 (2,523 27.9°
Meeting Expense 4,000 - 4, Website Administration 1,200 875 Miscellaneous Expenses 250 1,000 (200 0.00
Website Administration1,200875Miscellaneous Expenses2501,000	1,200 0.00
Miscellaneous Expenses 250 1,000 (1,000 0.00
•	325 72.92
Office Supplies 100 -	(750) 400.00
	100 0.00
Dues, Licenses, Subscriptions 175 1,675 (1,	1,500) 957.14
	39.68
Litility Convices	
Utility Services Utility - Electric - 2,008 (2,	2,008) 0.00
<u> </u>	2,008) 0.00 2,008) 0.00
Other Physical Environment	
Insurance - General Liability 3,200 3,074	
Total Other Physical Environment 3,200 3,074	126 96.00

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending April 30, 2024 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
Parks and Recreation				
Misc-Contingency	10,000		10,000	0.00%
Total Parks and Recreation	10,000		10,000	0.00%
TOTAL EXPENDITURES	118,425	46,837	71,588	39.55%
Excess (deficiency) of revenues Over (under) expenditures		35,793	35,793	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		25,259		
FUND BALANCE, ENDING		\$ 61,052		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending April 30, 2024 Series 2022 Debt Service Fund (200) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YE	AR TO DATE ACTUAL	RIANCE (\$)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ -	\$	44,335	\$ 44,335	0.00%
Special Assmnts- CDD Collected	1,227,281		1,472,432	245,151	119.98%
TOTAL REVENUES	1,227,281		1,516,767	289,486	123.59%
EXPENDITURES Debt Service					
Principal Debt Retirement	802,281		410,000	392,281	51.10%
Interest Expense	425,000		407,803	17,197	95.95%
Total Debt Service	1,227,281		817,803	409,478	66.64%
TOTAL EXPENDITURES	1,227,281		817,803	409,478	66.64%
Excess (deficiency) of revenues					
Over (under) expenditures			698,964	 698,964	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)			1,290,716		
FUND BALANCE, ENDING		\$	1,989,680		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending April 30, 2024 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	\$		\$	54.120	\$	54,120	0.00%
Developer Contribution	Φ	-	Φ	- , -	Φ	,	0.00%
· ·				570,568		570,568	
TOTAL REVENUES		-		624,688		624,688	0.00%
EXPENDITURES							
Construction In Progress							
Construction in Progress		-		2,217,522		(2,217,522)	0.00%
Total Construction In Progress		-		2,217,522		(2,217,522)	0.00%
TOTAL EXPENDITURES				2 247 522		(2 247 522)	0.00%
TOTAL EXPENDITURES		-		2,217,522		(2,217,522)	0.00%
Excess (deficiency) of revenues							
Over (under) expenditures				(1,592,834)		(1,592,834)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)				2,053,640			
FUND BALANCE, ENDING			\$	460,806			

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending April 30, 2024 General Fixed Assets Fund (900) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
TOTAL REVENUES	-	-	-	0.00%
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	-	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	·		0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		8,665,160		
FUND BALANCE, ENDING		\$ 8,665,160		

Bank Account Statement

Balm Grove CDD

Bank Account Statement: Bank Account No.: 6637, Statement No.: 04_24

Currency Code

Statement Date	04/30/24	Statement Balance	22,552.40
Balance Last Statement	23,561.82	Outstanding Bank Transactions	0.00
Statement Ending Balance	22,552.40	Subtotal	22,552.40
		Outstanding Checks	-1,500.00
G/L Balance at 04/30/24	21,052.40	Bank Account Balance	21,052.40

Transaction Date	Туре	Document No.	Description	Value Date	Applied Entries	Applied Amount	Statement Amount
Statement No.	04_24						
03/14/24	Bank Account Ledger Entry	1149	Check for Vendor V00017		1	-200.00	-200.00
04/15/24	Bank Account Ledger Entry	1152	Check for Vendor V00008		1	-2,656.95	-2,656.95
04/15/24	Bank Account Ledger Entry	1153	Check for Vendor V00010		1	-200.00	-200.00
04/15/24	Bank Account Ledger Entry	1154	Check for Vendor V00015		1	-200.00	-200.00
04/15/24	Bank Account Ledger Entry	1155	Check for Vendor V00016		1	-7.68	-7.68
04/15/24	Bank Account Ledger Entry	1156	Check for Vendor V00017		1	-200.00	-200.00
04/15/24	Bank Account Ledger Entry	1157	Check for Vendor V00019		1	-200.00	-200.00
04/15/24	Bank Account Ledger Entry	1158	Check for Vendor V00023		1	-200.00	-200.00
04/15/24	Bank Account Ledger Entry	1159	Check for Vendor V00024		1	-4,040.63	-4,040.63
04/15/24	Bank Account Ledger Entry	1160	Check for Vendor V00034		1	-218.93	-218.93
04/29/24	Bank Account Ledger Entry	BD00001	Deposit No. BD00001		1	7,500.00	7,500.00
04/22/24	Bank Account Ledger Entry	JE000403	ACH_Utility - Electric		1	-385.23	-385.23
					Total	-1,009.42	-1,009.42

Outstanding Payments

Posting Date	Document Type	Document No.	Description		Statement Amount
	Quantity	0	-	Total	
Outstanding Cl	necks				Statement
Posting Date	Document Type	Check No.	Description		Amount
04/26/24	Payment	1161	Check for Vendor V00009		-1,500.00
	Quantity	1	•	Total	-1,500.00

BALM GROVE SITE INSPECTION. 5/19/24, 4:34 PM

Balm Grove CDD.

Sunday, May 19, 2024

Prepared For Board of supervisors.

12 Issue Identified





CR 672.Assigned To District manager.
Community entrance signage.



Shelly Lane.Assigned To District manager.
Heading South on the street.



Shelley Lane.

Assigned To District manager.

The East side entrance of Shelly lane was re-constructed.



West of Shelley Lane.

Assigned To District manager. Site development.



West of Shelley Lane.Assigned To District manager.
Site development.



West of Shelley Lane.
Assigned To District manager.
Site development.



West of Shelley Lane.Assigned To District manager.
Site development.



West of Shelly Lane.Assigned To District manager.
Site development.



West of Shelly Lane.Assigned To District manager.
Site development.



West of Shelley Lane.Assigned To District manager.
Site development.



SW end of Shelley Lane.Assigned To District manager.
Site development.



SW end of Shelley Lane.Assigned To District manager.
Site development.