

**BULLFROG CREEK
COMMUNITY DEVELOPMENT
DISTRICT REGULAR MEETING
DECEMBER 12, 2023**



Bullfrog Creek Community Development District

Board of Supervisors

Esther Melvin Chairperson
 Joshua Kowalke, Vice Chairperson
 Susan Blaylock, Assistant Secretary
 Nanda Shrestha, Assistant Secretary
 Jesus M. Sosa-Burgos, Assistant Secretary

District Staff

Rick Reidt, District Manager
 Whitney Sousa, District Counsel
 Tonja Stewart, District Engineer

Meeting Agenda

Tuesday, December 12, 2023 at 6:00 p.m.

All cellular phones and pagers must be turned off during the meeting. Please let us know at least 24 hours in advance if you are planning to call into the meeting

Join Zoom Meeting:

<https://us06web.zoom.us/j/83400086655?pwd=YMpUBe3F8bdtLDgxwp7JbZnlyxrHsj.1>

Dial by your location 1 305 224 1968 US Meeting ID: 834 0008 6655

Passcode: 265755

REGULAR MEETINGS OF THE BOARD OF SUPERVISORS

1. **Call to Order/Pledge of Allegiance/Roll Call**
2. **Public Comment** *(Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)*
3. **New Business Items**
 - A. Consideration of Grau & Associates Engagement
 - B. Consideration of Invite RFP Landscape
4. **Consent Agenda**
 - A. Approval of Minutes of the November 14, 2023 Regular Meeting
 - B. Consideration of Operation and Maintenance Expenditures October 2023
 - C. Acceptance of the Financials and Approval of the Check Register for October 2023
5. **Attorney's Report**
6. **Engineer's Report**
7. **Manager's Report**
8. **Supervisors' Requests or Comments**
9. **Adjournment**

*Next regularly scheduled meeting is January, 2024 at 6:00 p.m.

District Office

Inframark Ventana Clubhouse
 2005 Pan Am Circle Suite 300
 Tampa, Florida 33607
 (813) 873 – 7300

Meeting Location:

11101 Ventana Groves Blvd.
 Riverview FL 33578

Third Order of Business

3A.



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

November 24, 2023

To Board of Supervisors
Bullfrog Creek Community Development District
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

We are pleased to confirm our understanding of the services we are to provide Bullfrog Creek Community Development District, Hillsborough County, Florida ("the District") for the fiscal year ended September 30, 2023. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Bullfrog Creek Community Development District as of and for the fiscal year ended September 30, 2023. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2023 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$5,300 for the September 30, 2023 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

Grau & Associates and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Grau agrees and acknowledges that the District is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the District has a good faith belief that the Grau has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor performing work under this

Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Grau and order Grau to immediately terminate the contract with the subcontractor. Grau shall be liable for any additional costs incurred by the District as a result of the termination of a contract based on Grau's failure to comply with E-Verify requirements evidenced herein.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of 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 Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2023 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Bullfrog Creek Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Bullfrog Creek Community Development District.

By: _____

Title: _____

Date: _____



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

3B.



Memorandum

November 15th, 2023

TO: Bullfrog Creek CDD Supervisors
 FROM: Rick Reidt, District Manager
 SUBJECT: Consideration of Landscape Invite RFP

Following is the RFP for Bullfrog Creek CDD Landscape Maintenance Agreement. The Board will need to review and approve to proceed. With the approval you will also be authorizing legal to send cancellation of agreement letter to Greenview Landscaping effective February 29th, 2024.

Timeline for the RFP Invite process is as follows:

- December 12th, 2023 – Board Approval of RFP and timeline with cancellation notification to Greenview Landscaping.
- December 13th – 15th, 2023, District Manager sends invite to bid to landscape vendors.
- January 3rd, 2024, 10am – Mandatory Prebid meeting at the Offices of Inframark Board Room.
- January 22, 2024, District Council will send cancellation of agreement notice to Greenview Landscaping effective February 29th, 2024.
- January 29th, 2024, 10am – Deadline for Bid Submissions to District Manager, Mr. Reidt with 6 hard copies and one zip drive of presentation.
- January 29th, 2024, 10am Public bid opening in the Boardroom of Inframark.
- January 29th, 2024 – District Manager will deliver bid package with summary and grade sheets to Board of Supervisor homes for their review.
 - Board member should prepare grade sheets to present to District Manager at the beginning of the February 13th, 2024, meeting.
- February 13th, 2024, 6pm regular meeting of the Board of Supervisors Bullfrog Creek CDD. All vendors are invited to attend, and the board will consider all RFPs at that time asking vendors questions as they desire. The intent is to select a vendor at this meeting.
- February 14th, to 29th, 2024 legal will coordinate final contract and have endorsed by vendor and chair.
- March 1st, 2024, vendor selected will begin work on District Property.

Vendors to be invited.

- Carson Landscaping
- Davey Tree
- Down 2 Earth
- FLS Florida Land Service
- Fieldstone
- Greenview Landscaping
- LMP
- Mainscape
- Pine Lake Nursey

BULLFROG CREEK COMMUNITY DEVELOPMENT DISTRICT

EXTERIOR LANDSCAPE MAINTENANCE BID PACKAGE, SPECIFICATIONS & CONTRACT

EXTERIOR LANDSCAPE MAINTENANCE
BID PACKAGE, SPECIFICATIONS & CONTRACT

BULLFROG CREEK COMMUNITY
DEVELOPMENT DISTRICT

Management Company:
Inframark

BID PACKAGE

EXTERIOR LANDSCAPE MAINTENANCE

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BID PACKAGE

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Exhibit “C”: Landscape Maintenance Inspection Gradesheet

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Exhibit “E”: District Ownership Map.....

Exhibit “F”: Maintenance Map.....

REQUEST FOR PROPOSAL

EXTERIOR LANDSCAPE MAINTENANCE

1.1 Introduction

This request for Proposal ("RFP") is issued by Bullfrog Creek Community Development District (owner) and Inframark (Management Company), to solicit competitive proposals for Exterior Landscape Maintenance of the Creek Preserve Community Development ("CDD") in Riverview Florida. The RFP includes complete bidder's instructions, a detailed scope of work, proposal bid forms, and the Landscape Maintenance Agreement ("Service Agreement").

1.2 Service Agreement Term

Owner and the selected Maintenance Contractor ("Contractor") will execute a Service Agreement for a term of one (1) year, with the option to extend the agreement up to two (2) annual terms, upon mutual agreement. Upon expiration of the current term, Contractor shall perform the services on a month-to-month basis until either Party has provided the other Party with 30-day written notice of its election to renew or terminate the Contract.

1.3 Bidder Instructions

Sealed proposals are invited for all work as defined, suggested, or implied in the attached Service Agreement, entitled "Bullfrog Creek CDD Exterior Landscape Maintenance Service Agreement", in Riverview, Florida, as well as any addenda issued to Bidders prior to the submission of proposals.

This RFP does not guarantee that a Service Agreement will be awarded. Owner reserves the exclusive right to reject any or all proposals, in whole or in part, that it deems to be in the best interest of the Owner, and to waive any formalities or technicalities in any proposal received. Owner reserves the right to request modification of any or all proposals.

Owner does not represent that it intends to accept the lowest price bid; award will be made to the lowest price Bidder that Owner deems to be qualified. Owner reserves the right to award by items, groups of items, or total bid.

Proposals may be held by the Owner for a period not to exceed 90 days from the date of submittal for the purposes of reviewing the proposals and investigating the qualifications of the Bidders, prior to executing the Landscape Maintenance Service Agreement.

1.4 Proposal Preparation

All bids shall include the following information in addition to any other requirements of the RFP. This information should be appropriately labeled so that reviewers may easily determine the location of this information within the proposal:

- A. Personnel – List position or title and corporate responsibilities of key management or supervisory personnel.

- B. Describe proposed staffing levels. Include information on any proposed personnel with expertise in any specific areas.
- C. Experience – A list and description of similar landscape maintenance projects of this general type undertaken in the last 2 years, including the scope of services provided, the name of the project owner and a contact name and phone number.
- D. Understanding of Scope of Work – Three references from projects of similar size and scope. The Bidder shall include information relating to the work it conducted for each reference as well as name, address and phone number of a contact person.
- E. Financial Capability – A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance and performance bond.
- F. Price – This RFP includes a complete set of Proposal Bid Forms (see Exhibit "B" of the Service Agreement) which are for the convenience of the Bidders and are to be filled out and executed completely.
- G. Indicate if the Bidder is a certified minority business enterprise, as defined by the Florida Small and Minority Business Assistance Act found at section 287.0943, Florida Statutes.
- H. Failure to supply the requested information may result in disqualification. Owner reserves the right to request additional information if clarification is needed.

1.5 Proposal Delivery

All proposals are CONFIDENTIAL. Six hard copies of proposals must be received by the Management Company no later than January 29th, 2024 at 10:00am .

Please submit bids including one (1) electronic (thumb drive) copy to:

**Bullfrog Creek CDD
C/O Inframark
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
E-mail: rick.reidt@inframark.com**

1.6 Interpretation and Addenda

No oral interpretations will be made to any Bidder as to the meaning of the Service Description and Specifications (see Service Agreement – Exhibit "A"). Interpretations, if made, will be written in the form of an addendum and sent to all Bidders on the bid list.

1.7 Examination of the Site

Each Bidder is assumed to have visited the site and thoroughly familiarized itself with all conditions pertinent to the work in total as is indicated in the Service Description and Specifications (see Service Agreement – Exhibit "A").

No additional compensation nor relief from any obligations of the Service Agreement will be granted because of lack of knowledge of the site or conditions under which the work will be performed, i.e., general working conditions, labor requirements, weather conditions, accessibility, condition of the premises, any obstructions, drainage conditions and the actual grades.

1.8 Insurability and Bondability

Each Bidder shall supply with its proposal, evidence of insurability and/or bondability commensurate with the requirements specified in the attached Service Agreement.

1.9 Proposal Duration

The Proposal must be in effect for a minimum of 90 calendar days starting with the day following the Proposal Delivery Date (see Section 1.5, Proposal Delivery). During this time all provisions of the Proposal must be in effect, including prices.

1.10 Pricing Instructions

Bidders shall submit their price information on the "Summary Bid Form" and the "Itemized Bid Forms" (see Service Agreement – Exhibit “B”) with all blank spaces completed. Bidders shall also sign the Summary Bid Form and complete the bidder name and address information. Each line item price identified on all Itemized Bid Forms (see Service Agreement – Exhibit “B”) shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit.

1.11 Price Guarantee

Contractor agrees that its pricing to the Owner shall not increase throughout the term of this Service Agreement.

1.12 Contractor Resume

Each Bidder shall submit with its proposal a complete resume of experience and qualifications. The information shall include at least the following: years the Bidder's company has been in business, customer references for comparable jobs, their completed size and approximate dollar value.

1.13 Signature and Legibility

The name, address and signature of the Bidder and the price information shall be clearly and legibly written on the Summary Bid Forms and Itemized Bid Forms (see Service Agreement – Exhibit “B”). Bidder's Proposal shall be signed by a person legally authorized to bind the Bidder to a contract.

1.14 Inspection of Contractor's Facilities

Owner may, upon selecting a Contractor for this work, within 10 days send his representative(s) to visit the Contractor's facilities before executing a Service Agreement.

1.15 Material Quantities

It is the Contractor's responsibility to confirm all material quantities.

1.16 Maintenance Personnel Uniforms

All laborers and foremen of the Contractor shall perform all work on the premises in a uniform to be designed by the Contractor. Contractor shall have a reasonable time within which to obtain uniforms for new employees. 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.

1.17 Maintenance Personnel Behavior

No smoking in or around the building(s) will be permitted. Rudeness or discourteous acts by Contractor employees towards residents, tenants, guests, management, etc will not be tolerated. No Contractor solicitation of any kind is permitted on property. Contractor may be asked to park in designated areas.

1.18 Safety

Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work under this agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

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Landscape Maintenance Agreement

This Landscape Maintenance Agreement (“**Agreement**”), is entered into as of March 1st, 2024, between the **Bullfrog Creek Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”), and _____ (“**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape maintenance services for certain lands within and around the District as further described in the exhibits hereto and as depicted on the maintenance map, attached hereto as Exhibit “F”, which is incorporated herein by reference. Contractor submitted a proposal and 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 by this reference is incorporated by reference as a material part of this Agreement.
- 2. Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
 - b. That 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 work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The 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. That 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 work to be 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 as more fully set forth in Exhibit “A”, which is attached hereto and incorporated herein by reference.

- 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.
 - c. The Contractor shall provide weekly inspection reports to the District Manager inclusive of the information required pursuant to Exhibit "D", which is attached hereto and incorporated herein by reference.
 - d. A District management representative and Contractor shall conduct an inspection of the work performed by the Contractor once per month, and the Contractor shall prepare a Landscape Maintenance Inspection Grade Sheet, pursuant to Exhibit "C", which is attached hereto and incorporated herein by reference.
- 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 70 hours worked for each emergency/disaster.
 - e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other 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 related to this Agreement shall conform to any written instructions issued by the District.
 - d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that 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 24 hours of the damage occurring or receiving written notice, 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 road ways 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, the following: 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 such items via written notice 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 that 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 after providing District the requisite insurance referenced herein.

7. Term and Renewal. This Agreement is for a term of one (1) year, with the option to extend the agreement up to two (2) annual terms, upon mutual agreement of the parties.

8. Termination

- a. **Contractor's Termination.** Contractor may terminate this Agreement with 60 days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail or email. The 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, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail or email. The 30 day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the District's convenience, 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 not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically

reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

9. District Representatives.

- 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. 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 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 (3) days and prior to submitting any invoices to the District.

10. Compensation

- a. As compensation for the Work described in Exhibit "A", the District agrees to pay Contractor _____ dollars (\$ _____) per month.
- 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 and shall advise Contractor in writing of the payment amount that will be held pending resolution of the question or dispute. The Contractor shall reply to the District regarding the question or dispute within ten (10) days of receipt of the question or dispute. All such questions or disputes will be resolved in accordance with Florida's Prompt Payment Act.
- 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, lawsuit or other proceeding to resolve the 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.
- 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 further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

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 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 county 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 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 five (5) days after receipt of any such notice, order, request to comply notice, or report

of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective 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 on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing 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 the meetings of the District to provide updates to the Board and answer any questions regarding landscaping issues.

12. Indemnification

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, 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 for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by 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.
- 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 any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

13. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
 - i. Workers' Compensation: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as

required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. 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 limits of not less than \$2,000,000.00 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 limits of not less than \$1,000,000.00 per occurrence covering 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 suit is brought, except with respect to limits of the insurer's liability.
 - 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 are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall 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 insured.
- 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 specific written approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the

exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

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 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.
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, 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. **Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in the Hillsborough County, Florida.
18. **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.
19. **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.
20. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
21. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

22. **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.
23. **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:

To the District: Bullfrog Creek Community Development District
c/o Inframark
2005 Pan Am Circle Drive
Suite 300
Tampa, Florida 33607
Attn: District Manager

To Contractor:

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. **Public Entity Crimes.** Pursuant to Section 287.133(2)(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.

26. **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.

27. Public Records.

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

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

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

C. 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 RICK.REIDT@INFRAMARK.COM, OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.

28. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes,

- a. 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.

- 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 this section, then the Contractor will be liable for any additional costs incurred by the District.
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 in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit. Exhibits include:
- Exhibit "A": Service Description and Specifications
 - Exhibit "B": Summary and Itemized Bid Forms
 - Exhibit "C": Landscape Maintenance Inspection Grade sheet
 - Exhibit "D": Weekly Maintenance Worksheet
 - Exhibit "E": CDD Ownership Map
 - Exhibit "F": Maintenance Map

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

Contractor:

By: _____
 Its: _____

**Bullfrog Creek
 Community Development District**

By: _____
 Chairman/Vice Chair, Board of Supervisors

EXHIBIT “A”

SERVICE DESCRIPTION AND SPECIFICATIONS

The indications for Unit Price Line Items after each specification correspond to the Landscape Maintenance Itemized Bid Form and Seasonal Plant Maintenance Itemized Bid Form - Exhibit “B” and are to be performed to the frequencies specified.

I. TURF MAINTENANCE

A. Mowing

St. Augustine turf shall be cut at a height of two (2) to five (5) inches as conditions dictate. No more than one-third (1/3) of the grass blade is to be removed when cutting. *(Line Item: St. Augustine Mow)*

Bahia turf areas that are non-irrigated shall be mowed to a height of two (2) to four (4) inches. *(Line Item: Bahia Mow)*

Bermuda turf areas shall be cut at a height of one (1) to three (3) inches as conditions dictate. Reel type mowers may be used is desired but are not required. Finish mowing should provide consistent and plant enhancing presentation.

Contractor shall be responsible for controlling excessive grass clippings within turf or mulched bed areas.

Alternating mowing patterns is required. Berm turf mowables are required to change mower pattern/direction with each mowing.

B. Edging

Contractor shall be responsible for edging all curbs, walkways, sidewalks, bike paths, beds, lakes, borders, and turf bed lines with a metal blade edger at each mowing. All completed edges will have a perpendicular appearance between turf and hardlines, and turf and bedlines. An angled or beveled appearance of hardlines or bedlines is unacceptable. Weedeaters are not to be used in edging.

Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging. Dirt and trash resulting from edging shall be removed. *(Unit Price Line Item: Edge Bedlines/Edge Hardlines)*

C. Fertilization

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf and to encourage best management practices for the protection of water resources. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf. Fertilizers containing iron shall be removed from curbs, roads, walks, and driveways to avoid staining before the sprinklers are activated after application of the fertilizer. *(Unit Price Line Item: Turf Fertilization)*

D. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problem, including mole crickets, chinchbugs, and grubs. Contractor shall be responsible for removing any excess pesticide applications from paved surfaces, curbs, and sidewalks. Contractor shall be responsible for the control of Fire Ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after Fire Ants have been killed. *(Line Item: Insect/Disease Control)*

E. Water

Contractor shall be responsible for damage to irrigation and water supply items that were not reported to the District Manager in writing and will be responsible for replacement of these items. Contractor shall be responsible for monitoring the moisture levels in turf areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall not be responsible for the hand watering of any turf area unless plant material is under additional warranty. *(Line Item: Irrigation Inspection and Management)*

F. Turf Weed Control

Weeds are to be controlled in all St. Augustine and Bermuda turf areas only by mechanical, physical and chemical methods. Turf areas are to be maintained weed free. Contractor shall be responsible for removing any chemicals used in treating weeds from paved surfaces, curbs, and sidewalks. *(Line Item: Turf Weed Control)*

G. Monofilament Trim

After each mowing operation Contractor shall use a weedeater or similar machine to trim grass and/or weeds that cannot be mowed with large machinery. *(Unit Price Line Item: Monofilament Trim)*

II. SHRUB AND GROUNDCOVER MAINTENANCE**A. Pruning**

All shrubs shall be hand and mechanically pruned to industry standards, removing dead and damaged wood to allow for natural development of plant material, and to create the effect intended by the Consultant, if any, and Owner.

Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries.

Deep hand pruning and/or structure pruning should be performed once a year during the dormant months. Structure pruning shall be defined as using hand pruners, hand saws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and an aesthetically pleasing appearance. Removal of up to 80% of the height and foliage of plants shall take place during these prunings, which will occur no more than once per year. *(Unit Price Line Item: Shrubs or Groundcover Trim)*

Privet type trees and large shrubs are to be maintained in topiary forms as directed by Owner

and/or Consultant. *(Line Item: Shrubs or Groundcover Trim)*

B. Fertilization

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf and to encourage best management practices for the protection of water resources. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf. Fertilizers shall be removed from curbs, roads, walks, and driveways to avoid staining before the sprinklers are activated after application of the fertilizer. Contractor is responsible for adjusting improper pH as necessary to maintain healthy plants. *(Unit Price Line Item: Shrub Fertilization)*

C. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. As required by State law, all chemical applicators are required to read the labels of chemicals for specific information regarding the rates, approved uses and target treatment efficacy. The earwig should not be sprayed, if possible, as it is a useful predator of lawn caterpillars. Contractor shall be responsible for removing any excess pesticides from paved surfaces, curbs, and sidewalks. *(Unit Price Line Item: Insect/Disease Control)*

E. Water

Contractor shall be responsible for monitoring the moisture levels in bed areas and reporting any problems, in writing, that may be present during the maintenance visit.

Contractor shall be responsible for damage to plants that were not reported to the Owner in writing, and will be responsible for replacement of these items.

Contractor shall not be responsible for the watering of any shrub or groundcover areas unless plant material is under warranty. *(Unit Price Line Item: Irrigation Management)*

F. Bed Weed Control

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas should be maintained to control and strive to eliminate weeds. All chemicals applied must be safe to use on the type of turf within the project. It is recommended that the Contractor check with the local Extension office for positive identification of weeds and exact herbicide recommendations, to prevent damage to turf areas, root systems, and the nearby waters *(Unit Price Line Item: Bed Weed Control)*

III. TREE MAINTENANCE

A. Pruning

Contractor shall be responsible for maintaining all trees such that no branches/limbs will overhang on sidewalks and parking areas lower than ten (10) feet from the ground. Lower branching on all trees shall be pruned as needed, to keep them elevated to a uniform height. Maximum height for this pruning shall be no more than 15 feet. Dead and declining Palm fronds, as well as flower/seed clusters, below this 15-foot height are included, regardless of time of year. Trees located in natural area shall be pruned only when their growth habit

affects formal, maintenance areas. Limbs and branches are to be removed from property. All sucker growth from trunk and base of trees shall be removed weekly or as required to maintain a clean appearance.

When major pruning begins on a particular species of tree or plant, it shall continue until all plants or trees of that species have been pruned within the jurisdiction of this contract. Minor pruning shall occur throughout the year to keep individual plants within desired limits on an "as needed" basis. Regardless of height, Contractor shall be responsible for overall pruning of all ornamental trees such as Wax Myrtles, Crape Myrtles, Photinias, American Hollies, Fosteri Hollies, Savannah Hollies, Burfordii Hollies, Nellie R. Stevens Hollies, Ligustrums, East Palatka Hollies, Dahoon Hollies, Silver Buttonwoods, Treeform Oleanders, Sea Grapes, and Cattley Guavas. All pruning shall be performed according to the National Arborist Standards and Guidelines. Pruning shall be done as required to maintain the "natural shape" and characteristics of the particular tree or plant species, removal of conflicting branches, and removal of interior sucker growth. Major pruning shall be done by the contractor under the supervision of a Certified Arborist, to maintain the natural shape of the individual plant species and/or to renew the vigor of the particular plant species. *(Unit Price Line Item: Tree Pruning)*

Palm Pruning:

All palms shall be pruned and shaped as required, removing dead, yellow, and low hanging fronds and spent seedpods. Palms should not be severely pruned. All palms should be pruned at a 90-degree angle with no "carrot topping." Palms are to be thoroughly detailed with all fronds trimmed to lateral position and removal of all seed heads. Washingtonia and Sabal palms are to be included. The practice of leaving the old fronds as skirts on these palms is not acceptable. When pruning palms, all pruning equipment shall be sterilized prior to the pruning of each tree. Contractor shall not be responsible for pruning palms over 50 feet in overall height. **Contractor shall never climb palms with spikes or any other equipment that can damage trunks of trees.** *(Unit Price Line Item: Palm Pruning)*

B. Fertilization

Fertilization applies to planted trees that still are staked or guyed and planted trees that have a caliper of 8 inches or less. Contractor is required to notify Owner and make recommendations, in writing, of all other trees that may need supplemental fertilization. Contractor is responsible for adjusting the pH as necessary to maintain healthy plants. *(Unit Price Line Item: Tree Fertilization)*

Palms are to be fertilized as called for using fertilizers especially formulated for palms. *(Unit Price Line Item: Palm Fertilization)*

C. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems in accordance with these specifications. *(Unit Price Line Item: Insect/Disease Control)*

E. Water

Contractor shall be responsible for monitoring the moisture levels in bed areas and reporting

any problems in writing that may be present during the maintenance visit.

Contractor shall be responsible for damage to trees that were not reported to the Owner in writing, and will be responsible for replacement of these items. Contractor shall not be responsible for the watering of any trees unless plant material is under warranty. *(Unit Price Line Item: Irrigation Management)*

F. Staking

Staked trees shall be re-staked and adjusted as often as necessary. Stakes shall be adjusted and/or removed when deemed appropriate by Contractor. Trees that need to be re-staked utilizing specialized equipment and crews shall be done at a mutually agreed upon price, submitted in writing for review and approval. *(Unit Price Line Item: Tree Pruning)*

IV. SEASONAL COLOR/PERENNIAL MAINTENANCE/INSTALLATION

A. Bed Preparation

Contractor shall be responsible for measuring and confirming the quantities for each annual rotation for existing pots and annual bed areas based on plant spacing as specified. Contractor shall be responsible for planting the specified size and quantity of plant material designated by the Consultant, if any, and District Manager.

Beds shall be prepared to Consultant, if any, and District Manager's specification. Contractor shall be responsible for taking general and micro-nutrient tests of annual bed areas. Owner and Consultant, if any, should receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by report.

Beds shall be tilled to a depth of 14 inches with all amendments thoroughly mixed.

Fertilizers should be raked into the top six (6) inches of soil mix. pH adjustment should be made during each seasonal rotation.

Bed areas shall be formed to create a moderate crown which "faces up" toward the direction of the greatest foot or automobile traffic. Remove rocks and debris, trench all sides of bed which face curb or turf at a depth of three (3) inches before final mulching. *(Unit Price Line Item: Seasonal Color Installation)*

B. Seasonal Color Plant Replacement

Contractor shall be responsible for replacing any annuals that have declined, died or failed to maintain a healthy, vigorous appearance in the opinion of the Owner and/or District Manager and Consultant, if any.

C. Mulching

Bed areas shall have one quarter (1/4) inch of finely ground pine bark mulch at all times, not allowing bare soil areas to be visible. *(Unit Price Line Item: Seasonal Color Installation)*

D. Deadheading and Pruning

Deadheading: Declining flowers and foliage should be removed weekly.

Pruning: Plants shall be pruned as specified to avoid plants becoming leggy or unsightly; also to maintain a consistent uniform mass. *(Unit Price Line Item: Deadheading and Pruning)*

E. Fertilization

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous plants. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks. *(Unit Price Line Item: Fertilization)*

F. Insect and Disease Control

Contractor shall be responsible for weekly inspections of annual bed areas and treatment of any insect or disease related problems in accordance with these specifications. Contractor shall be responsible for removing any excess pesticides from paved surfaces, curbs, and sidewalks. *(Unit Price Line Item: Insect/Disease Control)*

G. Watering

Contractor shall be responsible for monitoring the moisture levels in bed areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the Owner in writing, and will be responsible for replacement of these items. Contractor shall be responsible for manual or mechanical watering of plant material as needed to maintain healthy plants. Time must be accounted for on the WEEKLY MAINTENANCE WORKSHEET. *(Unit Price Line Item: Watering)*

H. Bed Weed Control

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. Hand pulling of weeds is preferred. A Contractor shall be responsible for removing any excess chemicals used to control weeds from paved surfaces, curbs, and sidewalks. *(Unit Price Line Item: Bed Weed Control)*

I. Perennial Maintenance

Perennials shall be selected with input by the Owner. All perennial beds are to be serviced on a weekly basis. The removal of all spent blooms, flower stalks, and drying foliage shall be performed weekly or as needed. A one-time (fall or late winter) cut back and mulching of all foliage will also be included in the cost.

Any additional fertilizer, fungicide, insecticide or other chemicals needed to keep plants at optimum health shall also be included. All Daylilies and Liriope shall be cut back (either manually or mechanically) in the early spring. *(Unit Price Line Item: Perennial Maintenance)*

V. MULCHING FOR TREE AND SHRUB BED AREAS

A. Pine Bark Mulch

Contractor will be responsible for pricing two (2) complete applications of “Grade A” pine bark mulch which will occur at the District Manager’s discretion. Mulch is to be spread at a depth of two (2) inches such that none of the old or previously laid mulch is visible. Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process. Contractor is responsible for spot mulching of any bare soil areas that have resulted due to underestimation of mulch or landscape maintenance performance, i.e., mower damage around bedlines, treewells, etc. Contractor shall be responsible for removal of mulch from paved surfaces, curbs, and sidewalks.

Contractor shall be responsible for weekly raking and grooming of mulch areas within all playgrounds. Contractor shall be responsible for installing mulch as needed in playgrounds. Owner shall be responsible for supplying mulch needed for playgrounds only. *(Unit Price Line Item: Mulch)*

B. Trenching

Bedline edges shall be trenched and beveled at a depth of three (3) inches along bed areas that are bordered by sidewalks, curbs, and annual bed areas. All beds bordered by turf shall be defined by creating a one-inch (1-inch) beveled trench with smooth, symmetrical, parallel bedlines. A three-inch (3-inch) deep trench is not required along turf bedlines. All treewells located in turf areas should have root balls raked smooth, removing all old water rings or excessive soil, etc., making all treewells as uniform in size and shape as possible. Treewell root ball rings within turf areas are to be made uniform in diameter to be consistent with similar varieties within that location. *(Unit Price Line Item: Trenching)*

VI. GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL

A. Cleanup Procedures

As a part of each weekly maintenance visit, a general cleanup program will occur. The cleanup program shall involve a policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris. A complete sweeping or blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas will also be performed. This will encompass complete removal of weeds at curbs and pavement lines, and other trash that has settled in these areas. Parking lot areas will be kept clean within 15 feet of curbs and planted areas. *(Unit Price Line Item: Debris Disposal)*

B. Weed Control

All parking lot areas, curb and gutters, driveways, parkways and loading dock areas shall be maintained to control and strive to eliminate weeds. *(Unit Price Line Item: Bed Weed Control)*

C. Disposal of Debris

All debris shall be disposed of off site. *(Unit Price Line Item: Debris Disposal)*

D. Severe Weather Cleanup

In the event of a natural disaster, such as a hurricane or tornado, the Contractor shall not be

responsible for any cleanup operation outside of the agreed maintenance contract. If Owner elects, they may request that the maintenance contractor utilize dedicated man hours for the purpose of severe weather clean up or if both parties agree, cleanup can take place under a separate proposal. *(Unit Price Line Item: Debris Disposal)*

E. Typical Weather Cleanup; Frost

Contractor shall be responsible for debris cleanup deposited by typical weather conditions. Frost Protection, Contractor will need to insure that they have immediate access to enough protective material to cover all flowers/ bedding area within their contract area and to have that material properly installed prior to a frost event. It will be the responsibility to remove this protective covering immediately following the danger of frost. *(Unit Price Line Item: Debris Disposal)*

G. Playground Maintenance

Contractor shall be responsible for weekly maintenance of all mulched playground areas. Maintenance is to include removal of all trash, weed control, and raking and leveling of all mulch areas.

Contractor shall not be responsible for replenishing mulch. Cost per cubic yard for mulch replacement shall be provided by Contractor on the Supplemental Pricing page.

VII. LEAF REMOVAL

A. Leaf Collection

Fallen leaves in all bed areas shall be collected no less than four (4) times per year and removed from property. This is to be done as requested by the Consultant, if any, and District Manager from the beginning of November through February, or until leaf disbursement ceases.

On a weekly basis, the Contractor will collect leaves from focal areas, pavement, and turf areas to prevent heavy build-up and cause damage to plant material by smothering. *(Unit Price Line Item: Debris Disposal)*

B. Disposal of Debris

All debris shall be disposed of off site. *(Unit Price Line Item: Debris Disposal)*

VIII. NATURAL AREA MAINTENANCE

A. All mulched wooded natural areas should be kept free of limbs and weeds. Natural leaf drop will not have to be removed. These areas can also be used for leaf deposit if District Manager or Owner's permission is obtained.

B. Contractor shall be responsible for removal of any dead trees less than two (2) inches in caliber in all maintained areas.

C. Contractor shall be responsible for maintaining a three (3)-foot buffer between any natural vegetation growth and formal maintained areas. *(Unit Price Line Item: Debris Disposal)*

IX. PLANT MATERIAL DISPOSAL

A. Removal

Dead plant material, not requiring general tree surgeon practices for removal shall be removed and disposed of immediately by the Contractor. *(Unit Price Line Item: Debris Disposal)*

B. Replacement

Contractor shall contact and advise the Owner, in writing, of possible replacements. Plant replacement necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

X. IRRIGATION SYSTEM

A. Irrigation Inspection and Management

1. Contractor agrees to program, monitor, adjust and manage all automatic irrigation systems as to proper frequency, duration, and operation of supplemental watering on a daily basis. Contractor shall provide a written report of its inspection to the Owner each month. At all times the system shall be functioning properly and conforming to all related codes and regulations. Contractor shall be responsible for performing minor adjustments and services such as: flow control, radius adjustment, nozzle cleaning, sprinkler height, and level adjustment on an ongoing basis to assure proper irrigation services. Contractor will notify District Manager of malfunction or damage to the system's integrity immediately if found.
2. The Contractor will bear the cost of each repair for irrigation supply and components less than 2" in diameter. This includes sprinklers, fitting, pipes, spray nozzles, et al.
3. Should it be determined that damage was caused by negligence of the Contractor, the Contractor shall pay the cost of such repair. Should it be determined the damage was caused by vandalism, cost will be paid by District.
4. Contractor shall be responsible for performing a complete irrigation evaluation at Commencement of Contract. Contractor shall be required to furnish District Manager and Consultant with a summary of each clock and zone operation. Contractor shall furnish recommendations for repair and improvements to the systems with an itemized cost for proposed work. Irrigation clocks shall have each zone identified within 30 days of Commencement of Contract. Contractor will on a monthly (30 day) basis perform a complete irrigation system inspection for operation, coverage, line leaks, and functionality. A written report of the findings of this inspection will be provided to the Owner with information on controller, zone, and any repairs made or proposals for out-f-contract services. *(Unit Price Line Item: Irrigation Management).*

B. Irrigation System Maintenance, Repairs, & Replacement

1. Contractor shall bear all costs for any and all maintenance, repairs, and parts associated with the system including the water delivery system, main lines, lateral lines, and sprinkler heads. Contractor shall bear full responsibility 24 hours per day, seven (7) days per week, for normal daily operations of irrigation system and pumping units.
1. 2. Contractor shall make all repairs as needed within 24 hours except for replacement of capitalized items described below. Parts and labor expense shall be borne by the Contractor as part of his obligation. Contractor shall be responsible for all associated actions before repairs. Any remaining 0'-4" pop ups are required to be replaced with 0'-6" pop up with any Contractor obligated repair.
3. Contractor shall **not** be required to bear the cost of replacing the following irrigation system capitalized items, such as pumps, controllers, valves, and faulty or damaged wiring. District Manager and /or \Owner shall be furnished an itemized parts list and cost for all such capital items along with a picture of said equipment in need of repair/replacement that must be authorized by the District Manager and/or Owner prior to execution of purchase. The labor costs associated with repairing or replacing these items shall be borne by the Owner.
4. Contractor will maintain two (2) Rainbird IQ controllers (C and D) requiring annual renewal of the lease agreement to obtain reports. Cost of lease agreements are at Contractor's expense.
5. Contractor will be responsible to submit monthly report to Southwest Florida Water Management District. Contractor will be responsible for annual Crop reporting.

C. Water and Electrical Consumption

Contractor shall be responsible for monitoring water and electrical consumption to insure adequate, but not excessive, water or electrical use. The Contractor shall be responsible for reading the Southwest Florida Water Management District water consumption meters and forwarding the appropriate documentation to District Manager. Based on Owner's historical water and electrical use records, an agreed upon yearly level of water and electrical use shall be determined. Should water or electrical consumption be deemed excessive, the Owner shall be reimbursed by the Contractor.

XI. LANDSCAPE MAINTENANCE FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET

- A.** All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications. Any signage will be removed, by the Contractor, at the minimum required time interval.
- B.** Contractor will be responsible for applying chemicals and fertilizers. The following rates are general guidelines and are to be used as such. Contractor is totally responsible for furnishing the Owner with healthy, vigorous plant material throughout the term of the contract. =
- C.** Chemical forms may vary with weather conditions.
- D.** Contractor will be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.
- E.** Contractor will be responsible for taking general and micro-nutrient tests of turf and shrub bed areas. Owner and District Manager shall receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by the report within 45 days of the execution of the contract.
- F.** Contractor will be responsible for making any extra visits necessary during the year to correct any problems which may occur during the duration of the contract.
- G.** Contractor will be responsible for applications of any other nutrients that should be applied to maintain a balanced soil
- G.** Contractor will take full responsibility for replacing any plant material that is damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

XII. SEASONAL COLORBED AMENDMENTS CHART

AMENDMENTS	DEPTH	RATE
I. NEW BEDS:		
Erth Food/Mushroom Compost	12" – 24"	50#/50 sf.
Michigan Peat*	18" – 24"	124#/50 sf.
River Sand**	18" – 24"	125#/50 sf.
Fertilizer	6"	See Label
Lime	6"	As per soil test
Fungicide i.e. Banrot	6"	See Label

II. ESTABLISHED BEDS		
Erth Food/Mushroom Compost	12" – 24"	25#/50 sf.
Michigan Peat*	18" – 24"	50#/50 sf.
River Sand**	18" – 24"	25#/50 sf.
Fertilizer	6"	As per soil test
Lime	6"	As per soil test
Fungicide	6"	As per soil test

*For beds which consistently dry out too quickly.

**For beds which consistently exhibit drainage problems.

XIII. FROST / FREEZE PROTECTION

The Contractor will be responsible to monitor weather conditions which may results in frost/freeze exposure to the CDD landscape. Within twelve (12) hours of a frost/freeze event, the Contractor will be responsible to notify the CDD, prepare to cease irrigation events, utilize suitable frost cloth to protect sensitive plants. Daily, during the freeze risk, Contractor will inspect for damage, secure protections until freeze event risk has passed.

The Contractor will work in good faith to reduce plant exposure, however due to ill-suited plant material, no warranty obligation is borne by Contractor. Contractor agrees to follow Industry Standard Practices to mitigate any freeze damage to plant material including rejuvenate pruning when directed and suitable.
(Supplemental Pricing)

EXHIBIT "B"**SUMMARY BID FORM**

Exterior Landscape Maintenance
BULLFROG CREEK CDD
 Riverview, Florida

This Summary Bid Forms total the Itemized Bid Forms for Categories A, B, C and D. The combined annual sum of all four categories is defined as the "Total Bid Price".

A. Landscape Maintenance Total	\$
B. Seasonal Color Maintenance Total	\$
C. Seasonal Plant Installation Total	\$
D. Mulch Total	\$
FIRST YEAR TOTAL BID PRICE	\$
<i>Second Year Total Bid Price</i>	\$
<i>Third Year Total Bid Price</i>	\$

Contractor Company Name_____

Contractor Address_____

Contractor Representative (please print)_____

Contractor Signature_____

Title_____

Telephone Number_____

Date_____

WORK SCHEDULE

Work under this Contract is to begin at the execution of the Contract, and run concurrent thereof for the period of one (1) year.

ADDENDA

We acknowledge receipt of the following Addenda, which are included in our proposal.

ADDENDUM #	DATED:
ADDENDUM #	DATED:

UNIT PRICES

We acknowledge receipt of the following Unit Prices which are included in our proposal.

UNIT PRICE #	DATED:
UNIT PRICE #	DATED:

BULLFROG CREEK CDD***CATEGORY A*****LANDSCAPE MAINTENANCE ITEMIZED BID FORM**

FUNCTION	FREQUENCY (PER YEAR)	TOTAL PRICE
Mow	42	
Edge (Bedlines)	42	
Edge (Hardlines)	42	
Monofilament Trim	42	
Bed Weed Control	52	
Palm Pruning	1	
Tree Pruning	12	
Shrub/Groundcover Trim	22	
Debris Disposal	52	
Irrigation Inspection	12	
Shrub Fertilization	3	
Groundcover Fertilization	3	
St Augustine Turf Fertilization	6	
Bahia Turf Fertilization	2	
Turf Weed Control	52	
pH Adjustment	1	
Fire Ant Control	52	
Turf Insect/Disease Control	52	
Shrub & Groundcover Insect/Disease Control	52	
Palm Fertilization	4	
Tree Fertilization	2	

**CATEGORY A. FIRST YEAR LANDSCAPE
MAINTENANCE TOTAL**

\$ _____

Contractor Signature

Company Name

Date

BULLFROG CREEK CDD***CATEGORY B*****SEASONAL COLOR/PERENNIAL MAINTENANCE ITEMIZED BID FORM**

SEASONAL COLOR MAINTENANCE	FREQUENCY (PER YEAR)
Deadheading	24
Pruning	12
Insect/Disease Control	20
Watering	As Needed
Fertilization	12

**CATEGORY B. FIRST YEAR SEASONAL COLOR
MAINTENANCE TOTAL**

\$ _____

PERENNIAL MAINTENANCE	FREQUENCY (PER YEAR)	TOTAL
Deadheading	32	\$
Cut Back	1	\$
Insect/Disease Control	52	\$
Fertilization	2	\$
Mulching	1	\$

FIRST YEAR PERENNIAL MAINTENANCE TOTAL \$ _____

PERENNIAL INSTALLATION

QUANTITY	PLANT MATERIAL	SIZE	UNIT PRICE	TOTAL PRICE
		.		

The prices above shall be commensurate with the contract term.

 Contractor Signature

Company Name

Date

BULLFROG CREEK CDD***CATEGORY C*****SEASONAL COLOR INSTALLATION
ITEMIZED BID FORM**

QUANTITY	CHANGE OUT DATE	PLANT MATERIAL	SIZE	UNIT PRICE	TOTAL PRICE
	Spring		4"		
	Summer		4"		
	Fall		4"		
	Winter		4"		

**CATEGORY C. FIRST YEAR SEASONAL COLOR
INSTALLATION TOTAL**

\$ _____

NOTE 1: All annuals shall be 4" container-grown Grade "A" plants with multiple blooms at the time of installation.

NOTE 2: All prices should include soil amendments, mulch, labor, taxes, etc. associated with installation. All plants should be in bloom at time of planting.

NOTE 3: Specific colors and varieties shall be mutually agreed upon prior to installation.

NOTE 4: Contractor is responsible for estimating and confirming the quantity of flowers based on the spacing shown below:

a. Distance away from curbs, turflines, etc.

Summer Annuals 10"

Pansies / Violas 8"

b. On Center (o.c.) Spacings

Summer Annuals 10"

Pansies / Violas 8"

 Contractor Signature

Company Name

Date

BULLFROG CREEK CDD***CATEGORY D*****MULCH*
ITEMIZED BID FORM**

MATERIAL and FUNCTION	CUBIC YARDS	UNIT PRICE	TOTAL PRICE
Pine Bark Mulch (First Mulching)			
Trenching (First Trenching)			
Pine Bark Mulch (Second Mulching)			
Trenching (Second Trenching)			

CATEGORY D. FIRST YEAR MULCH TOTAL \$ _____

**Contractor is responsible for measuring and confirming the quantity of mulch for two (2) complete applications per year.*

Contractor Signature

Company Name

Date

BULLFROG CREEK CDD
SUPPLEMENTAL PRICING FORM

1. Pine Bark Mulch (cost/yard, spread on site)	
2. Additional Labor with truck and hand tools (cost/man hour)	
3. Additional labor with truck and small power equipment (i.e., edger, blower, etc.) (cost/man hour)	
4. Additional labor with truck and light power equipment (i.e., 36" and 52" walk mower) (cost/man hour)	
5. Additional labor with truck and heavy power equipment (i.e., hustler, tractor, bush hog) (cost/man hour)	
6. Watering with Hydroseeder including operator (cost/man hour)	
7. St. Augustine sod laid, site ready (cost/square foot)	
8. Cost per hour – General Labor	
9. Cost per hour – Irrigation Service Technician with one laborer	
10. Cost per application of ____ Mulch to playground at Amenity Center	

Contractor Signature

Company Name

Date

EXHIBIT “C”

BULLFROG CREEK CDD
SAMPLE MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADE SHEET

A. LANDSCAPE MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
TURF	5		
TURF FERTILITY	10		
TURF EDGING	5		
WEED CONTROL – TURF AREAS	5		
TURF INSECT/DISEASE CONTROL	10		
PLANT FERTILITY	5		
WEED CONTROL – BED AREAS	5		
PLANT INSECT/DISEASE CONTROL	5		
PRUNING/DEADHEADING	10		
CLEANLINESS	5		
MULCHING	5		
WATER/IRRIGATION MANAGEMENT	8		
CARRYOVERS	5		

B. SEASONAL COLOR/PERENNIAL MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
APPEARANCE/OVERALL HEALTH	7		
INSECT/DISEASE CONTROL	7		
PRUNING/DEADHEADING	3		
MAXIMUM VALUE	100*		

*District reserves the right to retain payment commiserate with loss or damage resulting from two consecutive month's failure of 25% or more in any category.

Date _____ Score: _____ Performance Payout % _____

Contractor Signature: _____

Property Representative Signature: _____

EXHIBIT "D"**WEEKLY MAINTENANCE WORKSHEET**

- 1) Date of maintenance visit: _____
- 2) Supervisor: _____
- 3) Watering man-hours: _____
- 4) Listing of problems and locations:
 - a) Insect and plants: _____

 - b) Disease and plants: _____

 - c) Nutrient problems and plants _____

 - d) Dry plants: _____

 - e) Wet plants: _____

 - f) Amount of mulch applied: _____
 - g) Amount of mulch needed or applied over designated amount: _____
 - h) Dead plants removed: _____

 - i) Tree service work needed: _____

 - j) Irrigation damage and repairs: _____

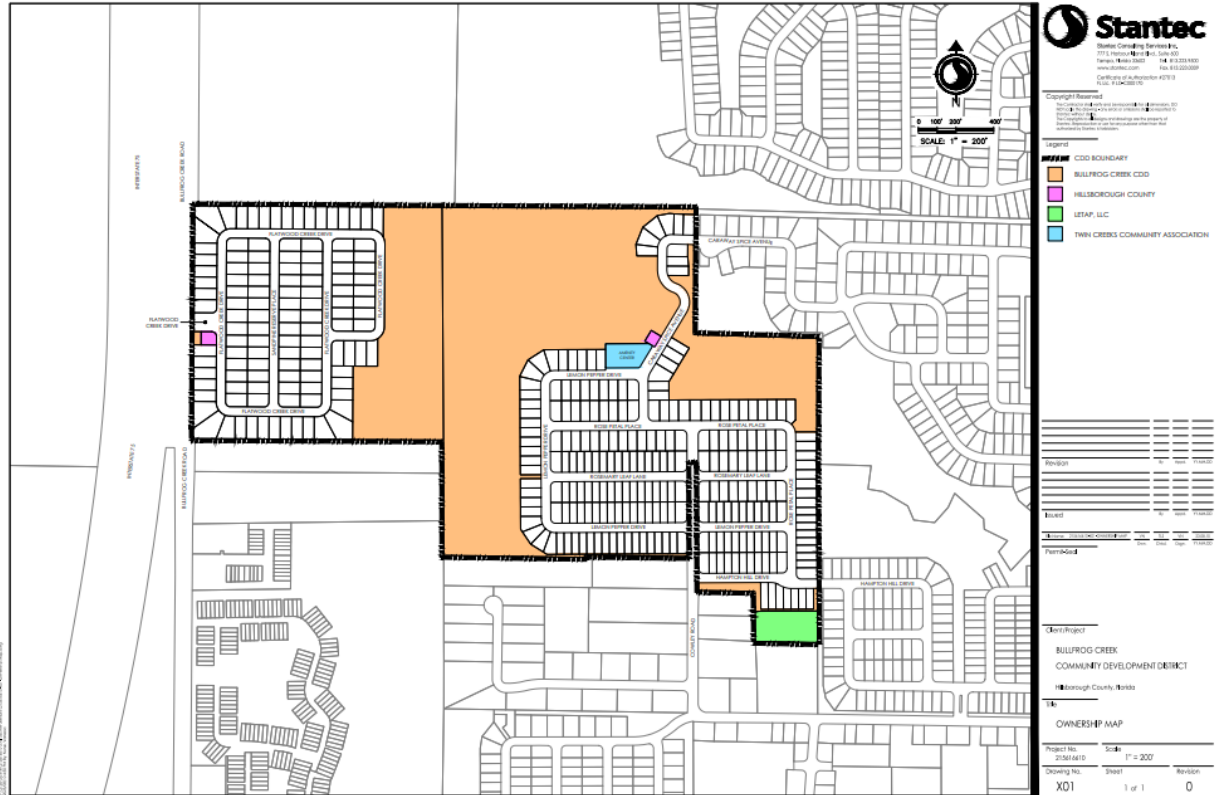
- 5) Extra work performed:
 - a) Number of men: _____
 - b) Their title(s): _____
 - c) Hours per man: _____
 - d) Description of work performed: _____

General Notes:

Please list any items the Owner and/or Consultant needs to know of any extra work that is to be performed outside of the grounds maintenance contract scope. Also, give an estimate of time to perform the work: _____

EXHIBIT "E"

DISTRICT OWNERSHIP MAP



<p align="center">Score Sheet for Request for Proposals for Bullfrog Creek CDD <u>Landscape Maintenance</u></p>						
<p>Supervisors Name:</p>						
Candidates	Vendor	Vendor	Vendor	Vendor	Vendor	
Ability and Adequacy of Personnel and Proposed Staffing (0-25 points)						
Adequate Equipment for the project with minimal to no outsourcing of projects. (0-15points)						
Experience/Scope of Work (0-25 Points)						
Price (0-35 Points)						
Total score for each candidate						

Fourth Order of Business

4A

MINUTES OF MEETING BULLFROG CREEK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Bullfrog Creek Community Development District was held on Tuesday, November 14, 2023, and called to order at 6:08 p.m. at the Ventana Clubhouse located at 11101 Ventana Groves Blvd., Riverview, FL 33578.

Present and constituting a quorum were:

Esther Melvin	Chairperson
Joshua Kowalke	Vice Chairperson
Nanda Shrestha	Assistant Secretary (via phone)
Susan Blaylock	Assistant Secretary
Jesus Sosa-Burgos	Assistant Secretary

Also present were:

Rick Reidt	District Manager
One Resident	

The following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS Call to Order/Roll Call

Mr. Reidt called the meeting to order, and a quorum was established.

SECOND ORDER OF BUSINESS Public Comment

There being no comments, the next order of business followed.

THIRD ORDER OF BUSINESS New Business Items

- The Board discussed replacing Ms. Shrestha with Ms. Kowalke as Vice Chairperson.

On MOTION by Ms. Melvin seconded by Ms. Blaylock, with all in favor, Ms. Shrestha was appointed as Vice Chairperson, and Mr. Kowalke was appointed as Assistant Secretary. 5-0

A. Consideration of Redesignation of Officers, Resolution 2024-01

On MOTION by Ms. Melvin seconded by Mr. Kowalke, with all in favor, Resolution 2024-01, Redesignation of Officers, was adopted. 5-0

B. Consideration of General Fund Banking Change

- The Board discussed changing financial institutions from *Wells Fargo* to *BankUnited*.

November 14, 2023

BULLFROG CREEK CDD

On MOTION by Ms. Melvin seconded by Mr. Sosa-Burgos, with all in favor, transfer of General Fund Banking from *Wells Fargo* to *Bank United*, was approved. 5-0

C. Consideration of Pressure Washing

- The Board considered Dock Seal in addition to Pressure Washing.
- The Board mentioned they expect quicker service since the sign letters have not been repaired.

On MOTION by Ms. Melvin seconded by Mr. Sosa-Burgos, with all in favor, the proposal from *Dock Seal* for pressure washing, was approved. 5-0

The Board discussed Greenview Landscaping matters.

- Greenview needs to install red and white Petunias, and Poinsettias as soon as possible.
- Garlic Plants which are under the Foxtail Palm inside the fence have failed and need to be supplemented with an irrigation check.
- Once again, Jasmine is full of grass and weed growth.
- Bare spots in Jasmine near Stop sign need to be addressed.
- Trees along fence line on Bullfrog Creek Road need to be trimmed and lifted consistent with the health of the tree.
- Shell path is full of weeds and grass.
- Playground mulch has excessive weed and grass growth.
- Underbrush along back water table is encroaching and needs attention.
- It was noted there is a dead palm tree at Twin Creeks.
- There are encroachment issues behind homes on Lemon Pepper Drive in Twin Creeks South.

The Board requested Ms. Sousa prepare a landscaping RFP for the Board to review at the December 12, 2023 meeting, with the possibility of authorizing the Board to solicit RFPs for landscaping.

November 14, 2023

BULLFROG CREEK CDD

On MOTION by Ms. Melvin seconded by Ms. Blaylock, with all in favor, the District Attorney was authorized to prepare an RFP for landscaping to be reviewed at the December 12, 2023 meeting. 5-0

FOURTH ORDER OF BUSINESS **Consent Agenda**
A. Approval of Minutes of the October 10, 2023 Regular Meeting
B. Consideration of Operation and Maintenance Expenditures September 2023
C. Acceptance of the Financials and Approval of the Check Register for September 2023

On MOTION by Ms. Melvin seconded by Ms. Blaylock, with all in favor, the Consent Agenda, was approved. 5-0

FIFTH ORDER OF BUSINESS **Attorney's Report**
SIXTH ORDER OF BUSINESS **Engineer's Report**
SEVENTH ORDER OF BUSINESS **Manager's Report**

There being no reports, the next order of business followed.

EIGHTH ORDER OF BUSINESS **Supervisors' Requests or Comments**
 There being no requests from Supervisors, the next order of business followed.

NINTH ORDER OF BUSINESS **Public Comments**
 There being none, the next order of business followed.

TENTH ORDER OF BUSINESS **Adjournment**

There being no further business,

On MOTION by Ms. Melvin seconded by Mr. Sosa-Burgos, with all in favor, the meeting was adjourned at 6:30 p.m. 5-0

 Rick Reidt
 District Manager

 Esther Melvin
 Chairperson

4B

October 2023 Meeting

BULLFROG CREEK CDD
Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
FIRST CHOICE AQUATIC WEED MANAGEMENT, LLC	89052	\$119.00		WATERWAY SERVICE - OCTOBER 2023 - WEST
FIRST CHOICE AQUATIC WEED MANAGEMENT, LLC	89053	\$262.00	\$381.00	WATERWAY SERVICE - OCTOBER 2023 - EAST
GREENVIEW LANDSCAPING	10BFMO23	\$3,232.50		LANDSCAPE MAINT. - OCTOBER 2023 - SPLIT
GREENVIEW LANDSCAPING	11BFRMO23	\$3,232.50	\$6,465.00	LANDSCAPING - NOVEMBER 2023 - SPLIT
Monthly Contract Subtotal		\$6,846.00		
Variable Contract				
ADA SITE COMPLIANCE	2972	\$1,100.00		COMPLIANCE
ESTHER RENEE MELVIN	EM 101023	\$200.00		SUPERVISOR FEE 10/10/23
JESUS M. SOSA BURGOS	JS 101023	\$200.00		SUPERVISOR FEE 10/10/23
JOSHUA KOWALKE	JK 101023	\$200.00		SUPERVISOR FEE 10/10/23
NANDA R. SHRESTHA	NS 101023	\$200.00		SUPERVISOR FEE 10/10/23
STRALEY ROBIN VERICKER	23715	\$61.00		GENERAL CONSULTING - PROFESSIONAL SERVICES THRU - 09/15/23
SUSAN BLAYLOCK	SB 101023	\$200.00		SUPERVISOR FEE 10/10/23
Variable Contract Subtotal		\$2,161.00		
Utilities				
BOCC	1129 092923 ACH	\$601.71		WATER SERVICE 08/28/23-09/27/23
TECO	0571 100623 ACH	\$3,782.10		ELECTRICITY SERVICE - 09/01/23-10/02/23 - EAST
TECO	6167 100623 ACH	\$1,901.51	\$5,683.61	ELECTRICITY SERVICE - 09/01/23-10/02/23 - WEST
Utilities Subtotal		\$6,285.32		
Regular Services				
DEPARTMENT OF ECONOMIC OPPORTY	DEO 100223 ACH	\$175.00		FY 24 SPECIAL DISTRICT FEE
DON HARRISON ENTERPRISES	3035	\$877.25		REPAIRED ENTRANCE LIGHTING - WEST
Regular Services Subtotal		\$1,052.25		
Additional Services				
VENTANA CDD	VEN 101023	\$50.00		RENTAL ROOM
Additional Services Subtotal		\$50.00		
TOTAL		\$16,394.57		

Approved (with any necessary revisions noted):

Signature: _____

Invoice

First Choice Aquatic Weed Management, LLC

P.O. Box 593258
Orlando, FL 32859

Phone: 407-859-2020
Fax: 407-859-3275

Date	Invoice #
10/6/2023	89052

Bill To
Bullfrog Creek CDD c/o Inframark 2005 Pan Am Circle Dr., Ste. 300 Tampa, FL 33607

Customer P.O. No.	Payment Terms	Due Date
	Net 30	11/5/2023

Description	Amount
Monthly waterway service for the month this invoice is dated.	119.00

Thank you for your business.

Total	\$119.00
Payments/Credits	\$0.00
Balance Due	\$119.00

Lake & Wetland Customer Service Report

Date: 10/03/2023 Time: 01:14 AM

Customer Signature: _____

[illegible] $\square > 4'$ ☐ Low☐ Rainy☐ Bream☐ Egrets

☐ Ibis

- ☐ Turtles

5

☐ Blue Flag Iris☐ Cordgrass

☐ Lily

☐ Soft Rush☐☐



Invoice

First Choice Aquatic Weed Management, LLC

P.O. Box 593258
Orlando, FL 32859

Phone: 407-859-2020
Fax: 407-859-3275

Date	Invoice #
10/6/2023	89053

Bill To
Twin Creeks c/o Inframark 2005 Pan Am Circle, Suite 300 Tampa, FL 33607

Customer P.O. No.	Payment Terms	Due Date
	Net 30	11/5/2023

Description	Amount
Monthly waterway service for 4 waterways associated with Twin Creeks.	262.00

Thank you for your business.

Total	\$262.00
Payments/Credits	\$0.00
Balance Due	\$262.00

Lake & Wetland Customer Service Report

Date: 10/02/2023 Time: 09:52 AM

Customer Signature: _____

[illegible] $\square > 4'$ ☒ Low☐ Rainy☐☐ Soft Rush





Greenview Landscaping Inc.
P.O. BOX 12668
ST. PETE, FLORIDA 33733
727-906-8864

Invoice

Date	Invoice #
10/1/2023	10BFMO23

Bill To
BULLFROG CREEK CDD C/O RICK REIDT 2005 PAN AM CIRCLE STE 300 TAMPA, FL 3607

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	OCTOBER SERVICE	3,232.50	3,232.50
		Total	\$3,232.50

Greenview Landscaping Inc.
P.O. BOX 12668
ST. PETE, FLORIDA 33733
727-906-8864

Invoice

Date	Invoice #
11/1/2023	11BFRMO23

Bill To
BULLFROG CREEK CDD C/O RICK REIDT 2005 PAN AM CIRCLE STE 300 TAMPA, FL 3607

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	NOVEMBER MONTHLY MAINTENANCE	3,232.50	3,232.50
		Total	\$3,232.50

ADA Site Compliance

6400 Boynton Beach Blvd 742721

Boynton Beach, FL 33474

accounting@adasitecompliance.com

**Invoice****BILL TO**

Bullfrog Creek CDD

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2972	10/12/2023	\$1,100.00	10/26/2023	14	

DESCRIPTION	QTY/HRS	RATE	AMOUNT
Technological Auditing, Compliance Shield, Customized Accessibility Policy, and Consulting with Accessibility and Compliance Experts	1	1,100.00	1,100.00

BALANCE DUE

\$1,100.00

BULLFROG CREEK CDDMEETING DATE: October 10th, 2023DMS Staff Signature 

EM 101023

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Joshua Kowalke	<i>yes</i>	Salary Accepted	\$200.00
Esther Melvin	<i>yes</i>	Salary Accepted	\$200.00
Susan Blaylock	<i>yes</i>	Salary Accepted	\$200.00
Nanda Shrestha	<i>yes</i>	Salary Accepted	\$200.00
Jesus M. Sosa	<i>yes</i>	Salary Accepted	\$200.00

BULLFROG CREEK CDDMEETING DATE: October 10th, 2023DMS Staff Signature 

JS 101023

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Joshua Kowalke	<i>yes</i>	Salary Accepted	\$200.00
Esther Melvin	<i>yes</i>	Salary Accepted	\$200.00
Susan Blaylock	<i>yes</i>	Salary Accepted	\$200.00
Nanda Shrestha	<i>yes</i>	Salary Accepted	\$200.00
Jesus M. Sosa	<i>yes</i>	Salary Accepted	\$200.00

BULLFROG CREEK CDDMEETING DATE: October 10th, 2023DMS Staff Signature 

JK 101023

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Joshua Kowalke	yes	Salary Accepted	\$200.00
Esther Melvin	yes	Salary Accepted	\$200.00
Susan Blaylock	yes	Salary Accepted	\$200.00
Nanda Shrestha	yes	Salary Accepted	\$200.00
Jesus M. Sosa	yes	Salary Accepted	\$200.00

BULLFROG CREEK CDDMEETING DATE: October 10th, 2023DMS Staff Signature 

NS 101023

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Joshua Kowalke	<i>yes</i>	Salary Accepted	\$200.00
Esther Melvin	<i>yes</i>	Salary Accepted	\$200.00
Susan Blaylock	<i>yes</i>	Salary Accepted	\$200.00
Nanda Shrestha	<i>yes</i>	Salary Accepted	\$200.00
Jesus M. Sosa	<i>yes</i>	Salary Accepted	\$200.00

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400

Federal Tax Id. - 20-1778458

Bullfrog Creek Community Development District
 2005 Pan Am Circle, Suite 300
 Tampa, FL 33607

October 13, 2023

Client: 001573

Matter: 000001

Invoice #: 23715

Page: 1

RE: General

For Professional Services Rendered Through September 15, 2023

SERVICES

Date	Person	Description of Services	Hours	Amount
9/8/2023	WAS	COMMUNICATIONS WITH DISTRICT MANAGER REGARDING MEETING SCHEDULE.	0.2	\$61.00
Total Professional Services			0.2	\$61.00
Total Services			\$61.00	
Total Disbursements			\$0.00	
Total Current Charges				\$61.00
Previous Balance				\$423.00
Less Payments				(\$423.00)
PAY THIS AMOUNT				\$61.00

Please Include Invoice Number on all Correspondence

BULLFROG CREEK CDDMEETING DATE: October 10th, 2023DMS Staff Signature *[Signature]*

SB 101023

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Joshua Kowalke	<i>yes</i>	Salary Accepted	\$200.00
Esther Melvin	<i>yes</i>	Salary Accepted	\$200.00
Susan Blaylock	<i>yes</i>	Salary Accepted	\$200.00
Nanda Shrestha	<i>yes</i>	Salary Accepted	\$200.00
Jesus M. Sosa	<i>yes</i>	Salary Accepted	\$200.00



Hillsborough
County Florida

CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
BULLFROG CREEK COMMUNITY DEV DISTRICT	6329271129	09/29/2023	10/20/2023

Service Address: 12710 BULLFROG CREEK RD

S-Page 1 of 1

METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION	READ TYPE	METER DESCRIPTION
60880740	08/28/2023	50191	09/27/2023	50747	55600 GAL	ACTUAL	WATER

Service Address Charges

Customer Service Charge	\$5.28
Purchase Water Pass-Thru	\$167.91
Water Base Charge	\$378.48
Water Usage Charge	\$50.04

Summary of Account Charges

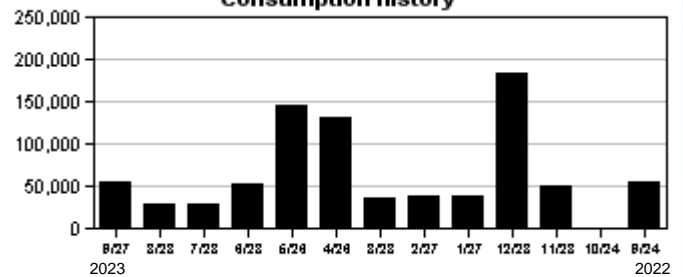
Previous Balance	\$498.22
Net Payments - Thank You	\$-498.22
Total Account Charges	\$601.71

AMOUNT DUE	\$601.71
-------------------	-----------------

Important Message

This account has ACH payment method

Consumption History



Hillsborough
County Florida

Make checks payable to: **BOCC**

ACCOUNT NUMBER: 6329271129



ELECTRONIC PAYMENTS BY CHECK OR

Automated Payment Line: (813) 276 8526

Internet Payments: HCF LGov.net/WaterBill

Additional Information: HCF LGov.net/Water



THANK YOU!



BULLFROG CREEK COMMUNITY DEV DISTRICT
2005 PAN AM CIRCLE, SUITE 300
TAMPA FL 33607-6008

148

DUE DATE	10/20/2023
AMOUNT DUE	\$601.71
AMOUNT PAID	

0063292711296 00000601716

Statement Date: October 06, 2023



BULLFROG CREEK CDD
9914 COWLEY RD
RIVERVIEW, FL 33578-7521

Amount Due: \$3,782.10

Due Date: October 27, 2023

Account #: 221006470571

DO NOT PAY. Your account will be drafted on October 27, 2023

Account Summary

Current Service Period: September 01, 2023 - October 02, 2023

Previous Amount Due	\$3,782.10
Payment(s) Received Since Last Statement	-\$3,782.10

Current Month's Charges	\$3,782.10
-------------------------	------------

Amount Due by October 27, 2023	\$3,782.10
--------------------------------	------------

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

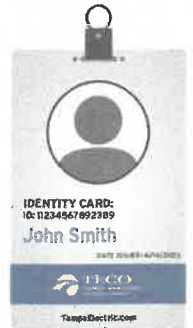


Scan here to view your account online.

SAFETY TIP:

Ask for identification

Please remember,
if someone visits
your home or
business and claims
to be an employee
of Tampa Electric,
ask to see his or her
company badge.

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.

Received
OCT 11 2023

Account #: 221006470571

Due Date: October 27, 2023

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.

Amount Due: \$3,782.10

Payment Amount: \$ _____

611877951960

Your account will be
drafted on October 27, 2023

00003776 FTECO110062323285710 00000 03 01000000 18140 004

BULLFROG CREEK CDD
2005 PAN AM CIRCLE SUITE 300
TAMPA, FL 33607-6008

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

Make check payable to: TECO

Please write your account number on the memo line of your check.

00003776-0008254-Page 1 of 8





Service For:
9914 COWLEY RD
RIVERVIEW, FL 33578-7521

Account #: 221006470571
Statement Date: October 06, 2023
Charges Due: October 27, 2023

Service Period: Sep 01, 2023 - Oct 02, 2023

Rate Schedule: Lighting Service

Charge Details

⚡

Electric Charges		
Lighting Service Items LS-1 (Bright Choices) for 32 days		
Lighting Energy Charge	1344 kWh @ \$0.03511/kWh	\$47.19
Fixture & Maintenance Charge	66 Fixtures	\$1657.92
Lighting Pole / Wire	66 Poles	\$1979.34
Lighting Fuel Charge	1344 kWh @ \$0.05169/kWh	\$69.47
Storm Protection Charge	1344 kWh @ \$0.01466/kWh	\$19.70
Clean Energy Transition Mechanism	1344 kWh @ \$0.00036/kWh	\$0.48
Storm Surcharge	1344 kWh @ \$0.00326/kWh	\$4.38
Florida Gross Receipt Tax		\$3.62
Lighting Charges		\$3,782.10

Total Current Month's Charges \$3,782.10

Important Messages

Don't get "tricked" by scammers.
October is National Cybersecurity Awareness Month. Scammers never stop and are always looking for new ways to take advantage of those who let their guard down. A common tactic is requesting payment through mobile applications. Visit TampaElectric.com/Scam to report a scam and learn more.

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For more information about your bill and understanding your charges, please visit [TampaElectric.com](https://www.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
- 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**

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

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.

Statement Date: October 06, 2023



BULLFROG CREEK CDD
BULLFROG CREEK PRESERVE RD
GIBSONTOWN, FL 33534-0000

Amount Due: \$1,901.51

Due Date: October 27, 2023

Account #: 211007106167

DO NOT PAY. Your account will be drafted on October 27, 2023

Account Summary

Current Service Period: September 01, 2023 - October 02, 2023

Previous Amount Due	\$1,901.51
Payment(s) Received Since Last Statement	-\$1,901.51

Current Month's Charges	\$1,901.51
--------------------------------	-------------------

Amount Due by October 27, 2023	\$1,901.51
---------------------------------------	-------------------

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



Scan here to view your account online.

SAFETY TIP:

Ask for identification

Please remember,
if someone visits
your home or
business and claims
to be an employee
of Tampa Electric,
ask to see his or her
company badge.

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 #: 211007106167

Due Date: October 27, 2023



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.

Amount Due: \$1,901.51

Payment Amount: \$ _____

632865562237

Your account will be
drafted on October 27, 2023

BULLFROG CREEK CDD
2005 PAN AM CIRCLE SUITE 300
TAMPA, FL 33607

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

Make check payable to: TECO
Please write your account number on the memo line of your check.




Service For:
BULLFROG CREEK PRESERVE RD
GIBSONTOWN, FL 33534-0000

Account #: 211007106167
Statement Date: October 06, 2023
Charges Due: October 27, 2023

Service Period: Sep 01, 2023 - Oct 02, 2023

Rate Schedule: Lighting Service

Charge Details



Electric Charges

Lighting Service Items LS-1 (Bright Choices) for 32 days			
Lighting Energy Charge	1004 kWh @ \$0.03511/kWh		\$35.25
Fixture & Maintenance Charge	41 Fixtures		\$653.91
Lighting Pole / Wire	41 Poles		\$1139.39
Lighting Fuel Charge	1004 kWh @ \$0.05169/kWh		\$51.90
Storm Protection Charge	1004 kWh @ \$0.01466/kWh		\$14.72
Clean Energy Transition Mechanism	1004 kWh @ \$0.00036/kWh		\$0.36
Storm Surcharge	1004 kWh @ \$0.00326/kWh		\$3.27
Florida Gross Receipt Tax			\$2.71
Lighting Charges			\$1,901.51

Total Current Month's Charges \$1,901.51

Important Messages

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October is National Cybersecurity Awareness Month. Scammers never stop and are always looking for new ways to take advantage of those who let their guard down. A common tactic is requesting payment through mobile applications. Visit TampaElectric.com/Scam to report a scam and learn more.

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For more information about your bill and understanding your charges, please visit [TampaElectric.com](https://www.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

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

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

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.

Fiscal Year 2023 - 2024 Special District State Fee Invoice and Profile Update

Required by sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Date Invoiced: 10/02/2023				Invoice No: 89133
Annual Fee: \$175.00	1st Late Fee: \$0.00	2nd Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/01/2023: \$175.00

STEP 1: Review the following profile and make any needed changes.**1. Special District's Name, Registered Agent's Name and Registered Office Address:**

000194

Bullfrog Creek Community Development District

Mr. Brian K. Lamb

2005 Pan Am Circle, Suite 300

Tampa, Florida 33607

FLORIDA DEPARTMENT OF
ECONOMIC OPPORTUNITY

Received

OCT 05 2023

- 2. Telephone:** 813-397-5121 Ext:
- 3. Fax:** 813-873-7070
- 4. Email:** brian.lamb@inframark.com
- 5. Status:** Independent
- 6. Governing Body:** Elected
- 7. Website Address:** bullfrogcreekcdd.com
- 8. County(ies):** Hillsborough
- 9. Special Purpose(s):** Community Development
- 10. Boundary Map on File:** 03/06/2014
- 11. Creation Document on File:** 03/06/2014
- 12. Date Established:** 01/14/2014
- 13. Creation Method:** Local Ordinance
- 14. Local Governing Authority:** Hillsborough County
- 15. Creation Document(s):** County Ordinance 14-1
- 16. Statutory Authority:** Chapter 190, Florida Statutes
- 17. Authority to Issue Bonds:** Yes
- 18. Revenue Source(s):** Assessments

STEP 2: Sign and date to certify accuracy and completeness.

By signing and dating below, I do hereby certify that the profile above (changes noted if necessary) is accurate and complete:

Registered Agent's Signature:  Date: 10/30/23**STEP 3:** Pay the annual state fee or certify eligibility for zero annual fee.**a. Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Florida Department of Economic Opportunity.**b. Or, Certify Eligibility for the Zero Fee:** By initialing both of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **BOTH** of the following statements and those on any submissions to the Department are true, correct, complete, and made in good faith. I understand that any information I give may be verified.

1. ___ This special district is not a component unit of a general purpose local government as determined by the special district and its Certified Public Accountant; and,

2. ___ This special district is in compliance with its Fiscal Year 2023 - 2024 Annual Financial Report (AFR) filing requirement with the Florida Department of Financial Services (DFS) and that AFR reflects \$3,000 or less in annual revenues or, is a special district not required to file a Fiscal Year 2023 - 2024 AFR with DFS and has included an income statement with this document verifying \$3,000 or less in revenues for the current fiscal year.

Department Use Only: Approved: ___ Denied: ___ Reason: _____

STEP 4: Make a copy of this document for your records.**STEP 5:** Mail this document and payment (if paying by check) to the Florida Department of Economic Opportunity, Bureau of Budget Management, 107 East Madison Street, MSC #120, Tallahassee, FL 32399-4124. Direct questions to (850) 717-8430.

CHECK REQUEST FORM

CDD

Date:

Invoice Number: N/A

Payable To: Ventana CDD

Mailing Address: 2005 Pan Am Circle, Suite 300, Tampa FL 33607

Check amount: \$50.00

Please cut check from Acct. Bull Frog Creek CDD

Check description/reason: Rental of Meeting Space 10 / 10 / 2023

Coding: GL 544004 - Rental Meeting Room

Mailing instructions: In Office Transfer of Funds

Due Date for Check: ASAP

Requested By: Rick Reidt DM

Authorized By:



4C

Bullfrog Creek Community Development District

Financial Statements
(Unaudited)

Period Ending
October 31, 2023

Prepared by:



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

BULLFROG CREEK COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of October 31, 2023

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND - ADMIN	GENERAL FUND - WEST	GENERAL FUND - EAST	SERIES 2015 DEBT SERVICE FUND	SERIES 2017 DEBT SERVICE FUND	GENERAL FIXED ASSETS ACCOUNT GROUP FUND	GENERAL LONG TERM DEBT ACCOUNT GROUP FUND	TOTAL
ASSETS								
Cash - Operating Account	\$ 129,399	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129,399
Accounts Receivable - Other	10	-	-	-	-	-	-	10
Due From Other Funds	-	12,264	23,117	2,157	4,572	-	-	42,110
Investments:								
Interest Account	-	-	-	-	30	-	-	30
Prepayment Account	-	-	-	619	264	-	-	883
Reserve Fund	-	-	-	13,099	140,014	-	-	153,113
Revenue Fund	-	-	-	124,470	203,029	-	-	327,499
Deposits	3,772	-	-	-	-	-	-	3,772
Fixed Assets								
Construction Work In Process	-	-	-	-	-	3,638,907	-	3,638,907
Amount Avail In Debt Services	-	-	-	-	-	-	449,529	449,529
Amount To Be Provided	-	-	-	-	-	-	4,885,471	4,885,471
TOTAL ASSETS	\$ 133,181	\$ 12,264	\$ 23,117	\$ 140,345	\$ 347,909	\$ 3,638,907	\$ 5,335,000	\$ 9,630,723
LIABILITIES								
Accounts Payable	\$ 14,980	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,980
Accounts Payable - Other	8,525	-	-	-	-	-	-	8,525
Bonds Payable	-	-	-	-	-	-	5,335,000	5,335,000
Due To Other Funds	42,110	-	-	-	-	-	-	42,110
TOTAL LIABILITIES	65,615	-	-	-	-	-	5,335,000	5,400,615

BULLFROG CREEK COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of October 31, 2023

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND - ADMIN	GENERAL FUND - WEST	GENERAL FUND - EAST	SERIES 2015 DEBT SERVICE FUND	SERIES 2017 DEBT SERVICE FUND	GENERAL FIXED ASSETS ACCOUNT GROUP FUND	GENERAL LONG TERM DEBT ACCOUNT GROUP FUND	TOTAL
<u>FUND BALANCES</u>								
Restricted for:								
Debt Service	-	-	-	140,345	347,909	-	-	488,254
Unassigned:	67,566	12,264	23,117	-	-	3,638,907	-	3,741,854
TOTAL FUND BALANCES	67,566	12,264	23,117	140,345	347,909	3,638,907	-	4,230,108
TOTAL LIABILITIES & FUND BALANCES	\$ 133,181	\$ 12,264	\$ 23,117	\$ 140,345	\$ 347,909	\$ 3,638,907	\$ 5,335,000	\$ 9,630,723

BULLFROG CREEK COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2023
General Fund - Admin (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Special Assmnts- Tax Collector	\$ 80,009	\$ -	\$ (80,009)	0.00%
TOTAL REVENUES	80,009	-	(80,009)	0.00%
EXPENDITURES				
Administration				
Supervisor Fees	12,000	1,000	11,000	8.33%
District Counsel	7,000	61	6,939	0.87%
District Engineer	3,840	-	3,840	0.00%
District Manager	35,000	2,917	32,083	8.33%
Auditing Services	5,300	-	5,300	0.00%
Website Compliance	1,900	1,100	800	57.89%
Email Hosting Vendor	140	-	140	0.00%
Postage, Phone, Faxes, Copies	300	4	296	1.33%
Insurance - General Liability	1,000	-	1,000	0.00%
Public Officials Insurance	3,149	-	3,149	0.00%
Bank Fees	175	-	175	0.00%
Meeting Expense	1,000	50	950	5.00%
Website Administration	1,500	110	1,390	7.33%
Dues, Licenses, Subscriptions	175	175	-	100.00%
Total Administration	72,479	5,417	67,062	7.47%
Other Physical Environment				
Payroll - Special Pay	5,530	-	5,530	0.00%
Insurance -Property & Casualty	2,000	-	2,000	0.00%
Total Other Physical Environment	7,530	-	7,530	0.00%
TOTAL EXPENDITURES	80,009	5,417	74,592	6.77%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(5,417)	(5,417)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		72,983		
FUND BALANCE, ENDING		\$ 67,566		

BULLFROG CREEK COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2023
General Fund - West (002)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Special Assmnts- Tax Collector	\$ 70,217	\$ -	\$ (70,217)	0.00%
TOTAL REVENUES	70,217	-	(70,217)	0.00%
EXPENDITURES				
<u>Electric Utility Services</u>				
Utility - Electric	31,500	1,902	29,598	6.04%
Total Electric Utility Services	31,500	1,902	29,598	6.04%
<u>Water-Sewer Comb Services</u>				
Utility - Water	7,000	960	6,040	13.71%
Total Water-Sewer Comb Services	7,000	960	6,040	13.71%
<u>Other Physical Environment</u>				
Waterway Management	1,428	119	1,309	8.33%
R&M-Other Landscape	2,000	-	2,000	0.00%
R&M-Plant Replacement	2,000	-	2,000	0.00%
Landscape - Mulch	1,500	-	1,500	0.00%
Landscape Maintenance	12,960	970	11,990	7.48%
Recreation / Park Facility Maintenance	2,500	877	1,623	35.08%
Irrigation Maintenance	1,000	-	1,000	0.00%
Miscellaneous Expenses	4,612	-	4,612	0.00%
Total Other Physical Environment	28,000	1,966	26,034	7.02%
<u>Debt Service</u>				
ProfServ-Trustee Fees	3,717	-	3,717	0.00%
Total Debt Service	3,717	-	3,717	0.00%
TOTAL EXPENDITURES	70,217	4,828	65,389	6.88%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(4,828)	(4,828)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		17,092		
FUND BALANCE, ENDING		\$ 12,264		

BULLFROG CREEK COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2023
General Fund - East (003)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Special Assmnts- Tax Collector	\$ 116,000	\$ -	\$ (116,000)	0.00%
TOTAL REVENUES	116,000	-	(116,000)	0.00%
<u>EXPENDITURES</u>				
<u>Electric Utility Services</u>				
Utility - Electric	40,000	3,782	36,218	9.46%
Total Electric Utility Services	40,000	3,782	36,218	9.46%
<u>Other Physical Environment</u>				
Waterway Management	3,109	262	2,847	8.43%
Waterway Management - Other	6,000	-	6,000	0.00%
R&M-Other Landscape	4,000	-	4,000	0.00%
R&M-Plant Replacement	4,000	-	4,000	0.00%
Landscape - Mulch	7,000	-	7,000	0.00%
Landscape Maintenance	30,240	2,263	27,977	7.48%
Irrigation Maintenance	5,000	-	5,000	0.00%
Miscellaneous Expenses	10,434	-	10,434	0.00%
Total Other Physical Environment	69,783	2,525	67,258	3.62%
<u>Debt Service</u>				
ProfServ-Dissemination Agent	2,500	208	2,292	8.32%
ProfServ-Trustee Fees	3,717	-	3,717	0.00%
Total Debt Service	6,217	208	6,009	3.35%
TOTAL EXPENDITURES	116,000	6,515	109,485	5.62%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(6,515)	(6,515)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		29,632		
FUND BALANCE, ENDING		\$ 23,117		

BULLFROG CREEK COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2023
Series 2015 Debt Service Fund (200)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 558	\$ 558	0.00%
Special Assmnts- Tax Collector	120,906	-	(120,906)	0.00%
TOTAL REVENUES	120,906	558	(120,348)	0.46%
<u>EXPENDITURES</u>				
<u>Debt Service</u>				
Principal Debt Retirement	35,000	-	35,000	0.00%
Interest Expense	85,906	-	85,906	0.00%
Total Debt Service	120,906	-	120,906	0.00%
TOTAL EXPENDITURES	120,906	-	120,906	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	558	558	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		139,787		
FUND BALANCE, ENDING		\$ 140,345		

BULLFROG CREEK COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2023
Series 2017 Debt Service Fund (201)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 1,502	\$ 1,502	0.00%
Special Assmnts- Tax Collector	269,044	-	(269,044)	0.00%
TOTAL REVENUES	269,044	1,502	(267,542)	0.56%
<u>EXPENDITURES</u>				
<u>Debt Service</u>				
Principal Debt Retirement	80,000	-	80,000	0.00%
Interest Expense	189,044	-	189,044	0.00%
Total Debt Service	269,044	-	269,044	0.00%
TOTAL EXPENDITURES	269,044	-	269,044	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	1,502	1,502	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		346,407		
FUND BALANCE, ENDING		\$ 347,909		

BULLFROG CREEK COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2023
General Fixed Assets Account Group Fund (900)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
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)		3,638,907		
FUND BALANCE, ENDING		<u>\$ 3,638,907</u>		

BULLFROG CREEK CDD

Bank Reconciliation

Bank Account No. 6988 Wells Fargo - GF Operating
Statement No. 10-23
Statement Date 10/31/2023

G/L Balance (LCY)	129,399.19	Statement Balance	135,349.90
G/L Balance	129,399.19	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	135,349.90
Subtotal	129,399.19	Outstanding Checks	5,950.71
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	129,399.19	Ending Balance	129,399.19
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Checks						
10/5/2023	Payment	2214	INFRAMARK LLC	5.16	5.16	0.00
10/5/2023	Payment	2215	STANTEC CONSULTING SERVICES INC	228.00	228.00	0.00
10/5/2023	Payment	2216	TIMES PUBLISHING COM	642.00	642.00	0.00
10/12/2023	Payment	2217	DON HARRISON ENTERPRISES	877.25	877.25	0.00
10/12/2023	Payment	2218	ESTHER RENEE MELVIN	200.00	200.00	0.00
10/12/2023	Payment	2219	FIRST CHOICE AQUATIC WEED MANAGEM	381.00	381.00	0.00
10/12/2023	Payment	2220	FOLEY & LARDNER LLP	360.00	360.00	0.00
10/12/2023	Payment	2221	JESUS M. SOSA BURGOS	200.00	200.00	0.00
10/12/2023	Payment	2222	JOSHUA KOWALKE	200.00	200.00	0.00
10/12/2023	Payment	2223	NANDA R. SHRESTHA	200.00	200.00	0.00
10/12/2023	Payment	2224	SUSAN BLAYLOCK	200.00	200.00	0.00
10/12/2023	Payment	2225	VENTANA CDD	50.00	50.00	0.00
10/13/2023	Payment	DD121	Payment of Invoice 000365	601.71	601.71	0.00
10/23/2023	Payment	2226	STRALEY ROBIN VERICKER	61.00	61.00	0.00
10/26/2023	Payment	DD118	Payment of Invoice 000393	175.00	175.00	0.00
10/30/2023	Payment	DD119	Payment of Invoice 000396	1,901.51	1,901.51	0.00
10/30/2023	Payment	DD120	Payment of Invoice 000397	3,782.10	3,782.10	0.00
Total Checks				10,064.73	10,064.73	0.00
Deposits						
10/31/2023		JE000352	FY23 Excess Fees	G/L Ac 5,441.33	5,441.33	0.00
Total Deposits				5,441.33	5,441.33	0.00
Outstanding Checks						
10/13/2022	Payment	2064	BOCC	575.71	0.00	575.71
10/14/2022	Payment	2070	DEPARTMENT OF ECONOMIC OPPORTUNI	175.00	0.00	175.00
6/15/2023	Payment	2172	GRAU AND ASSOCIATES	1,000.00	0.00	1,000.00
8/11/2023	Payment	2198	GRAU AND ASSOCIATES	4,200.00	0.00	4,200.00
Total Outstanding Checks.....				5,950.71		5,950.71