

**BULLFROG CREEK
COMMUNITY
DEVELOPMENT DISTRICT**

**December 10, 2024
REGULAR MEETING**



313 CAMPUS STREET
CELEBRATION, FL 34747

407-566-1935

Bullfrog Creek Community Development District

Board of Supervisors

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

District Staff

Michael Perez, District Manager
Samatha Ford, District Manager
Whitney Sousa, District Counsel
Tonja Stewart, District Engineer

Regular Meeting Agenda

Tuesday, December 10, 2024, - 6:00pm

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

1. **Pledge of Allegiance**
2. **Call to Order and Roll Call**
3. **Audience Comments on Agenda -Three – (3) Minute Time Limit**
4. **Adoption of Agenda**
5. **Special Business Items**
6. **Business Items**
 - A. Announcing of General Election
 - B. Consideration of Resolution 2025-01, Designation of OfficersPg. 3
 - C. Ratification of EGIS Insurance Renewal.....Pg. 4
 - D. Ratification of Pine Lake Invoice# 5841.....Pg.15
 - E. Consideration of Plant Replacement Proposal# 4377Pg.16
 - F. Consideration of Tree Removal Proposal# 4777Pg.22
7. **Staff Reports**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
8. **Consent Agenda**
 - A. Consideration of Regular Meeting Minutes from September 17, 2024.....Pg.28
 - B. Consideration of August, September, October 2024 O&M ExpendituresPg.31
 - C. Consideration of August, September, October 2024 Financials & Check Register.....Pg.75
9. **Supervisor Requests**
10. **Audience Comments – Three (3) Minute Time Limit**
11. **Adjournment**

The next meeting is scheduled for Tuesday, January 14, 2025, at 6:00 p.m.

Call in:
646-838-1601 - Phone Conference ID: 605 873 696#

District Office

Inframark
313 Campus Street
Celebration, FL 34747

Meeting Location:

The Ventana Clubhouse
11101 Ventana Groves Blvd
Riverview, FL 33578

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS DESIGNATING THE OFFICERS OF BULLFROG CREEK COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to designate the Officers of the District per Chapter 190, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BULLFROG CREEK COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons are elected to the offices shown, to wit:

<u>Esther Melvin</u>	Chair
<u>Nanda Shrestha</u>	Vice-Chair
<u>Jennifer Goldyn</u>	Secretary
<u>Leah Popelka</u>	Treasurer
<u>Angel Montagna</u>	Assistant Treasurer
<u>Samantha Ford</u>	Assistant Secretary
<u>Susan Blaylock</u>	Assistant Secretary
<u>Joshua Kowalke</u>	Assistant Secretary
<u>Jesus Sosa-Burgos</u>	Assistant Secretary
<u>Mike Perez</u>	Assistant Secretary

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

PASSED AND ADOPTED this 10th day of December 2024.

ATTEST:

**BULLFROG CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

Name: _____
Secretary / Assistant Secretary

Name: _____
Chair / Vice Chair of the Board of Supervisors



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Bullfrog Creek Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Bullfrog Creek Community Development District
c/o Meritus
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

Term: October 1, 2024 to October 1, 2025

Quote Number: 100124722

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$264,195
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:		
	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery	\$2,500	Included
TRIA		Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$4,218

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
 Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
 Network Security Liability
 Privacy Liability
 First Party Extortion Threat
 First Party Crisis Management
 First Party Business Interruption
 Limit: \$100,000 each claim/annual aggregate
 Fraudulent Instruction: \$25,000



PREMIUM SUMMARY

**Bullfrog Creek Community Development District
c/o Meritus
2005 Pan Am Circle, Suite 300
Tampa, FL 33607**

Term: October 1, 2024 to October 1, 2025

Quote Number: 100124722

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$4,218
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,316
Public Officials and Employment Practices Liability	\$2,653
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$10,187

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2024, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Bullfrog Creek Community Development District

(Name of Local Governmental Entity)

By: _____
Signature

Print Name

Witness By: _____
Signature

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2024

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

Bullfrog Creek Community Development District
c/o Meritus
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

QUOTATIONS TERMS & CONDITIONS

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- Building and Content TIV \$264,195 As per schedule attached
Inland Marine Not Included
Auto Physical Damage Not Included

Signature: _____ Date: _____

Name: _____

Title: _____



Property Schedule

Bullfrog Creek Community Development District

Policy No.: 100124722
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value			
	Address				Const Type	Term Date		Contents Value	Covering Replaced	Roof Yr Blt
	Roof Shape	Roof Pitch								
1	Playground		2016	10/01/2024	\$28,325		\$28,325			
	12710 Bullfrog Creek Rd Gisonton FL 33534		Non combustible	10/01/2025						
2	Dock		2016	10/01/2024	\$5,665		\$5,665			
	12710 Bullfrog Creek Rd Gisonton FL 33534		Waterfront structures	10/01/2025						
3	Entry Monument		2016	10/01/2024	\$84,975		\$84,975			
	12710 Bullfrog Creek Rd Gisonton FL 33534		Masonry non combustible	10/01/2025						
4	Entry Monument (Bullfrog East)		2016	10/01/2024	\$62,315		\$62,315			
	North of Hampton Hill Dr. & Cowley Rd West Gibson FL 33534		Masonry non combustible	10/01/2025						
5	Entry Monument (Bullfrog East)		2016	10/01/2024	\$62,315		\$62,315			
	Hampton Rd North side just East of Rose Petal Place Gibson FL 33534		Masonry non combustible	10/01/2025						
6	Imitation Vinyl Stone Fence by Lift Station 9 70'		2016	10/01/2024	\$8,240		\$8,240			
	Bull Frog Creek Rd Entrance South side on Bull Frog Creek Rd. Gibson FL 33534		Non combustible	10/01/2025						
7	Masonry and Wrought Iron Fence Right of Entry 50'		2016	10/01/2024	\$12,360		\$12,360			
	Bull Frog Creek Rd Entrance South side on Bull Frog Creek Rd. Gibson FL 33534		Masonry non combustible	10/01/2025						
Total:					Building Value \$264,195	Contents Value \$0	Insured Value \$264,195			

Sign: _____

Print Name: _____

Date: _____



12980 Tarpon Springs Road
Odessa, FL 33556

pinelakellc.com

INVOICE

Date	Invoice No.
11/27/24	5841
Terms	Due Date
Net 30	12/27/24

BILL TO
Michael Perez Inframark 313 Campus Street Celebration, FL 34747

PROPERTY
Bullfrog Creek CDD Bullfrog Creek Riverview, FL 33578

Amount Due	Enclosed
\$6,000.00	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL
			\$6,000.00	\$0.00	\$6,000.00

Pine Lake Services, LLC
would like to thank you for the
opportunity to bid. We look
forward to working with you on
this project. If you have any
questions, please feel free to
contact us at any time at
projects@pinelakeLLC.com or
(813) 948-4736.

Remove 2 Oak Tree by the
shell pat North side of the
Retention pond

<i>Tree Removal</i>		\$6,000.00	\$0.00	\$6,000.00
Total		\$6,000.00	\$0.00	\$6,000.00



Proposal #4377

Bullfrog Creek Enhancement Upgrades along the wall 9/2024

Date 9/19/2024
Customer Michael Perez | Inframark | 313 Campus Street | Celebration, FL 34747
Property Bullfrog Creek CDD | Bullfrog Creek | Riverview, FL 33578

Pine Lake Services, LLC would like to thank you for the opportunity to bid. We look forward to working with you on this project. If you have any questions, please feel free to contact us at any time at projects@pinelakeLLC.com or (813) 948-4736.

Add 21-3 Gallon Viburnum Suspensum and 4-3 gallon Viburnum Odoratissimum & 5-3 gallon blue plumbago along the wall

Items	Quantity	Unit	
Plant Replacement	25.00	EA	
Plant Replacement	5.00	EA	
			\$1,370.42
PROJECT TOTAL:			\$1,370.42

Terms & Conditions

Terms & Conditions

Payment Terms

Any proposal exceeding \$5,000 for an enhancement to a Maintenance property, a 50% deposit will be required upon acceptance to schedule job. The remaining 50% balance will be due upon completion of job.

Payments made via credit card will be accepted up to \$4,750 and will include an additional 3% credit card fee. If payment requires Pine Lake to create and/or setup an account in an additional software, Pine Lake reserves the right to charge an administrative fee along with passing along any software fees charge.

Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

This Proposal price is valid for thirty (30) days. We reserve the right to modify pricing after that time to reflect current market prices.

Site work is excluded unless specified in writing within the Proposal. Site should be at finished grade (within 1" of final grade), with all soils in sod and planting areas to be loose, not compacted, and ready to install landscape material. If site is not at finished grade, Contractor reserves the right to delay until site is properly prepared.

Removal of base material and/or aggregate material within all landscape planting areas, sod areas and other green space areas that impedes or impacts proper planting of plant material and sod.

Soil replacement where base material and/or aggregate material was removed for proper planting

Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor reserves the right to retain an expert to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.

Soil, Sod and/or Mulch quantities are estimates only. They do not account for disturbed

construction areas or other fluctuations. Invoices will reflect actual quantities used at proposed price per unit.

Conduit and connections for electrical, gas, and all other utilities and services

Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material, or disposal charges

MOT for temporary traffic control

Any Irrigation or utility trenching thru roads, road base, concrete, or rock will incur additional costs

Any cutting or repairing of any hard surface such as asphalt, concrete, pavers or curbs for irrigation or landscape We need 72 hours' notice prior to road base material or concrete work is installed so that sleeves and/or road bores are installed

Backflow Connection

Water source for irrigation is based on specifications at the dedicated meter of the location marked on irrigation

Water source for irrigation is based on specifications at the dedicated meter or the location marked on irrigation plan sheet. If a different location of the dedicated water source is established during construction a change order will be entered into to adjust for the costs associated with the new route for mainline and connections.

Man hours required to find installed buried irrigation sleeves or irrigation piping in areas where asphalt, concrete, curbs, or other hard surfaces are installed prior to completing the irrigation system and where markings or stubs have been placed to show location of irrigation sleeves or piping and these markers have been damaged, buried, or removed by others.

Additional man hours required to maintain plant material and/or sod of a landscape and irrigation installation project that:

Has been started by Pine Lake Nursery and Landscape and/or its subcontractors and is interrupted, delayed, impeded, or prohibited, by others from being worked on continuously until the landscape and irrigation project is completed. Pine Lake Nursery and Landscaper and its subcontractors are excluded. Upon completion of the landscape and irrigation installation project as specified in the landscape and irrigation plan sets is considered complete but will not be accepted as completed until the project as a whole is accepted as complete.

Existing tree preservation, barricading, pruning, root pruning, or inventory

Repairs to any erosion control measures that are damaged or inoperative prior to commencement of landscape and irrigation work

Any planting of sod or other ground cover as required by any municipality when construction of landscape and irrigation has ceased or been suspended for more than 30 days that is no fault of the landscape or irrigation contractor or subcontractors

Warranty on transplanted plant material from the project site

Warranty on plant material that is not rated to grow in established USDA plant hardiness growth zone(s)

Procedure for Extra Work, Changes and Escalation

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.

Change Order: The quantities or specifications of material as outlined in the Proposal could be adjusted at any time with approval in the form of a signed Change Order. Change Orders will be executed using current market prices

Escalation Clause

Escalation Clause

In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of the Construction Manager, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 5% percent between the date of this Contract and the date of installation

Warranty and Tolerances

Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work

Diligence: The Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract

Competence: The Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.

Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock, and shale sub surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the proposal and may require changes in design and construction to overcome such problems – all for which the

Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities.

Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities

Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client

Damage to installed material (plants, trees, sod, etc.) by foot traffic, machinery, equipment, other trades, owner neglect or acts of nature will be excluded from any warranty and will not be replaced at the cost of Contractor

Damage due to pest infestation is excluded from warranty and any damaged material will not be replaced at the cost of the Contractor. If, however, the Contractor has a separate maintenance contract with the client, pest control would fall under that contract and would be subject to those warranty parameters.

Damage due to improper watering after final acceptance will not be replaced at the cost of the Contractor

Material Tolerances

Wood: Pressure treated wood cannot be guaranteed against warp, age, checking, or cupping.

Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone

Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation

Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots.

Warranty Time Period: The Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system

Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements for the Warranty to remain in effect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves, troughs that damage plants, fallen branches, animal caused damage, damaged/ burst irrigation or drainage pipes that were not maintained properly, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor



Proposal #4777

Bullfrog creek Tree removal Enhancement Proposal

Date 11/12/2024
Customer Michael Perez | Inframark | 313 Campus Street | Celebration, FL 34747
Property Bullfrog Creek CDD | Bullfrog Creek | Riverview, FL 33578

Pine Lake Services, LLC would like to thank you for the opportunity to bid. We look forward to working with you on this project. If you have any questions, please feel free to contact us at any time at projects@pinelakeLLC.com or (813) 948-4736.

Remove 2 Oak Tree by the shell pat North side of the Retention pond

Items	Quantity	Unit	Price
Remove two oaks trees. one tree includes stump removal. second tree cut it from the natural area	1.00	EA	\$6,000.00
			\$6,000.00
PROJECT TOTAL:			\$6,000.00

Terms & Conditions

Terms & Conditions

Payment Terms

Any proposal exceeding \$5,000 for an enhancement to a Maintenance property, a 50% deposit will be required upon acceptance to schedule job. The remaining 50% balance will be due upon completion of job.

Payments made via credit card will be accepted up to \$4,750 and will include an additional 3% credit card fee. If payment requires Pine Lake to create and/or setup an account in an additional software, Pine Lake reserves the right to charge an administrative fee along with passing along any software fees charge.

Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

This Proposal price is valid for thirty (30) days. We reserve the right to modify pricing after that time to reflect current market prices.

Site work is excluded unless specified in writing within the Proposal. Site should be at finished grade (within 1" of final grade), with all soils in sod and planting areas to be loose, not compacted, and ready to install landscape material. If site is not at finished grade, Contractor reserves the right to delay until site is properly prepared.

Removal of base material and/or aggregate material within all landscape planting areas, sod areas and other green space areas that impedes or impacts proper planting of plant material and sod.

Soil replacement where base material and/or aggregate material was removed for proper planting

Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor reserves the right to retain an expert to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.

Soil, Sod and/or Mulch quantities are estimates only. They do not account for disturbed

construction areas or other fluctuations. Invoices will reflect actual quantities used at proposed price per unit.

Conduit and connections for electrical, gas, and all other utilities and services

Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material, or disposal charges

MOT for temporary traffic control

Any Irrigation or utility trenching thru roads, road base, concrete, or rock will incur additional costs

Any cutting or repairing of any hard surface such as asphalt, concrete, pavers or curbs for irrigation or landscape We need 72 hours' notice prior to road base material or concrete work is installed so that sleeves and/or road bores are installed

Backflow Connection

Water source for irrigation is based on specifications at the dedicated meter of the location marked on irrigation

Water source for irrigation is based on specifications at the dedicated meter or the location marked on irrigation plan sheet. If a different location of the dedicated water source is established during construction a change order will be entered into to adjust for the costs associated with the new route for mainline and connections.

Man hours required to find installed buried irrigation sleeves or irrigation piping in areas where asphalt, concrete, curbs, or other hard surfaces are installed prior to completing the irrigation system and where markings or stubs have been placed to show location of irrigation sleeves or piping and these markers have been damaged, buried, or removed by others.

Additional man hours required to maintain plant material and/or sod of a landscape and irrigation installation project that:

Has been started by Pine Lake Nursery and Landscape and/or its subcontractors and is interrupted, delayed, impeded, or prohibited, by others from being worked on continuously until the landscape and irrigation project is completed. Pine Lake Nursery and Landscaper and its subcontractors are excluded.

Upon completion of the landscape and irrigation installation project as specified in the landscape and irrigation plan sets is considered complete but will not be accepted as completed until the project as a whole is accepted as complete.

Existing tree preservation, barricading, pruning, root pruning, or inventory

Repairs to any erosion control measures that are damaged or inoperative prior to commencement of landscape and irrigation work

Any planting of sod or other ground cover as required by any municipality when construction of landscape and irrigation has ceased or been suspended for more than 30 days that is no fault of the landscape or irrigation contractor or subcontractors

Warranty on transplanted plant material from the project site

Warranty on plant material that is not rated to grow in established USDA plant hardiness growth zone(s)

Procedure for Extra Work, Changes and Escalation

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.

Change Order: The quantities or specifications of material as outlined in the Proposal could be adjusted at any time with approval in the form of a signed Change Order. Change Orders will be executed using current market prices

Escalation Clause

Escalation Clause

In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of the Construction Manager, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 5% percent between the date of this Contract and the date of installation

Warranty and Tolerances

Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work

Diligence: The Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract

Competence: The Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.

Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock, and shale sub

surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the proposal and may require changes in design and construction to overcome such problems – all for which the

Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities.

Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities

Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client

Damage to installed material (plants, trees, sod, etc.) by foot traffic, machinery, equipment, other trades, owner neglect or acts of nature will be excluded from any warranty and will not be replaced at the cost of Contractor

Damage due to pest infestation is excluded from warranty and any damaged material will not be replaced at the cost of the Contractor. If, however, the Contractor has a separate maintenance contract with the client, pest control would fall under that contract and would be subject to those warranty parameters.

Damage due to improper watering after final acceptance will not be replaced at the cost of the Contractor

Material Tolerances

Wood: Pressure treated wood cannot be guaranteed against warp, age, checking, or cupping.

Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone

Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation

Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots.

Warranty Time Period: The Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system

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MINUTES OF MEETING
BULLFROG CREEK
COMMUNITY DEVELOPMENT DISTRICT

The Bullfrog Creek Community Development District regular meeting of the Board of Supervisors was held on Tuesday, September 17, 2024, and called to order at 6:00 p.m. at the Ventana Clubhouse located at 11101 Ventana Groves Blvd., Riverview, FL 33578.

Present and constituting a quorum were:

Nanda Shrestha	Board Supervisor, Vice Chair
Jesus Sosa-Burgos	Board Supervisor, Assistant Secretary
Joshua Kowalke	Board Supervisor, Assistant Secretary
Susan Blaylock	Board Supervisor, Assistant Secretary

Also present were:

Michael Perez	District Manager, Inframark
John Amirossa	Representative, Pinelake Nursery Landscape
Epifanio Carvajal	Representative, Pinelake Nursey Landscape

FIRST ORDER OF BUSINESS Pledge of Allegiance

The Pledge of Allegiance was recited.

SECOND ORDER OF BUSINESS Call to Order and Roll Call

Mr. Perez called the meeting to order at 6:00 p.m. and called the roll. A quorum was established.

THIRD ORDER OF BUSINESS Audience Comments on Agenda

There being none, the next item followed.

FOURTH ORDER OF BUSINESS Business Items

A. Review of Fiscal Year 2023 Final Audit

On MOTION by Ms. Blaylock, seconded by Mr. Kowalke, with all in favor, the Fiscal Year 2023 Final Audit, was approved.

B. Consideration of Insurance Renewal Policy

On MOTION by Mr. Kowalke, seconded by Ms. Blaylock, with all in favor, the EGIS Insurance Renewal Policy was approved.

C. Consideration of Shell Walking Trail Proposal

Discussion arose for washout areas on the jogging trail. Mr. Perez informed the Board that Ms. Stewart is to come out on Sept 23. Landscapers gave advice on items to prevent washout and alternatives for the shells that make up the trail. To present proposals next meeting. This item has been tabled.

46 **D. Consideration of Enhancement Proposal**

47 Mr. Perez presented the Enhancement Proposal to the Board. The Board requested
48 that the landscaper's adjust some items on the proposal towards the Board's liking
49 then re-submit.
50

On MOTION by Mr. Kowalke, seconded by Ms. Blaylock, with all in favor, the Board approved the resubmittal of the Enhancement Proposal subject to Board changes with a not to exceed amount of \$2,450.53.

51

52 **FIFTH ORDER OF BUSINESS** **Staff Reports**

53 **A. Field Inspection Report**

54 Mr. Perez, Mr. Amirossa, and Mr. Carvajal went through the inspection items
55 from August. Epifanio spoke on other landscaping items in the district. A
56 discussion ensued.
57

58 Mr. Kowalke mentioned the lights by the front sign were working again but not
59 the strip around the top which may be linked to the chairs phone application.
60

61 Discussion arose for washout areas on the jogging trail. Mr. Perez informed the
62 Board that a representative from Stantec will come out on Sept 23. Landscapers
63 gave advice on items to prevent washout and alternatives for the shells that
64 make up the trail. To present proposals next meeting.
65

66 **B. District Counsel**

67 There being none, the next order of business followed.
68

69 **C. District Engineer**

70 There being none, the next order of business followed.
71

72 **D. District Manager**

73 Mr. Perez presented the report and items with the board. Board gave items they would
74 like proposals on.

75 **SIXTH ORDER OF BUSINESS** **Consent Agenda**

76 **A. Consideration of the Regular Meeting Minutes from August 13, 2024**

77 On MOTION by Mr. Kowalke, seconded by Mr. Sosa-Burgos, with all in favor, the
78 regular minutes from the August 13, 2024, meeting, were approved.

78

79 **B. Consideration of July 2024 Operations and Maintenance Expenditures**

80

On MOTION by Mr. Sosa-Burgos seconded by Mr. Shrestha, with all in favor, the
Operation & Maintenance Expenditures for July 2024, were approved.

81

82 **C. Consideration of July 2024 Financials and Check Register**

83

On MOTION by Mr. Kowalke, seconded by Ms. Blaylock, with all in favor, the Financials
& Check Register for July 2024 were approved.

84 **SEVENTH ORDER OF BUSINESS** **Supervisor Requests**

85 There being none, the next order of business followed.

86
87 **EIGHTH ORDER OF BUSINESS** **Audience Comments**

88 There being none, the next order of business followed.

89
90 **NINTH ORDER OF BUSINESS** **Adjournment**

91 There being no further business, the Board adjourned the meeting.

92

On MOTION by Mr. Shrestha, seconded by Mr. Kowalke, with all in favor, the meeting was adjourned at 6:57 p.m.

93

94

95

96

Secretary / Assistant Secretary

Chairman / Vice Chairman

August 2024 Meeting

BULLFROG CREEK CDD
Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Comments/Description
Monthly Contract					
GRAU AND ASSOCIATES	8/8/2024	26239	\$2,300.00	\$2,300.00	AUDIT
INFRAMARK LLC	7/31/2024	128836	\$416.66		DISTRICT INVOICE JULY 2024
INFRAMARK LLC	7/31/2024	128836	\$2,916.67		DISTRICT INVOICE JULY 2024
INFRAMARK LLC	7/31/2024	128836	\$100.00	\$3,433.33	DISTRICT INVOICE JULY 2024
INFRAMARK LLC	8/2/2024	130473	\$416.66		DISTRICT INVOICE AUG. 2024
INFRAMARK LLC	8/2/2024	130473	\$2,916.67		DISTRICT INVOICE AUG. 2024
INFRAMARK LLC	8/2/2024	130473	\$100.00	\$3,433.33	DISTRICT INVOICE AUG. 2024
PINE LAKE SERVICES, INC	7/31/2024	4623	\$3,767.52	\$3,767.52	LANDSCAPE - AUG 2024 - WEST
Monthly Contract Subtotal			\$12,934.18	\$12,934.18	
Utilities					
BOCC	7/30/2024	1129 073024 ACH	\$1,011.90	\$1,011.90	WEST
BOCC	6/28/2024	1129 062824 ACH	\$972.89	\$972.89	UTILITIES - WEST
TECO	8/6/2024	6167 080624 ACH	\$2,079.95	\$2,079.95	ELECTRIC - WEST
TECO	8/6/2024	0571 080624 ACH	\$4,141.18	\$4,141.18	ELECTRIC - EAST
Utilities Subtotal			\$8,205.92	\$8,205.92	
Regular Services					
STRALEY ROBIN VERICKER	7/29/2024	24983	\$617.95	\$617.95	PROFESSIONAL SERVICES
STRALEY ROBIN VERICKER	8/13/2024	25131	\$977.50	\$977.50	PROFESSIONAL SERVICES
Regular Services Subtotal			\$1,595.45	\$1,595.45	
Additional Services					
INFRAMARK LLC	8/2/2024	130283	\$1.28	\$1.28	DISTRICT INVOICE JULY 2024

August 2024 Meeting

BULLFROG CREEK CDD Summary of Operations and Maintenance Invoices
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Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Comments/Description
INFRAMARK LLC	7/31/2024	129839	\$6.40	\$6.40	DISTRICT INVOICE JUNE 2024
Additional Services Subtotal			\$7.68	\$7.68	
TOTAL			\$22,743.23	\$22,743.23	

September 2024 Meeting

BULLFROG CREEK CDD
Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Comments/Description
Monthly Contract					
FIRST CHOICE AQUATIC WEED MANAGEMENT, LLC	8/28/2024	99829	\$119.00	\$119.00	WEST
FIRST CHOICE AQUATIC WEED MANAGEMENT, LLC	9/23/2024	100883	\$119.00	\$119.00	WEST
INFRAMARK LLC	9/4/2024	132154	\$3.60	\$3.60	DISTRICT INVOICE AUG. 2024
INFRAMARK LLC	9/5/2024	132385	\$416.66		DISTRICT INVOICE SEPT 2024
INFRAMARK LLC	9/5/2024	132385	\$2,916.67		DISTRICT INVOICE SEPT 2024
INFRAMARK LLC	9/5/2024	132385	\$100.00	\$3,433.33	DISTRICT INVOICE SEPT 2024
PINE LAKE SERVICES, INC	8/30/2024	4809	\$3,767.52	\$3,767.52	LANDSCAPE
Monthly Contract Subtotal			\$7,442.45	\$7,442.45	
Variable Contract					
ESTHER RENEE MELVIN	8/13/2024	EM 081324	\$200.00	\$200.00	SUPERVISOR FEE
JESUS M. SOSA BURGOS	8/13/2024	JS 081324	\$200.00	\$200.00	SUPERVISOR FEE
JOSHUA KOWALKE	8/13/2024	JK 081324	\$200.00	\$200.00	SUPERVISOR FEE
NANDA R. SHRESTHA	8/13/2024	NS 081324	\$200.00	\$200.00	SUPERVISOR FEE
SUSAN BLAYLOCK	8/13/2024	SB 081324	\$200.00	\$200.00	SUPERVISOR FEE
Variable Contract Subtotal			\$1,000.00	\$1,000.00	
Utilities					
BOCC	9/6/2024	1129 090624 ACH	\$941.85	\$941.85	WATER
TECO	9/6/2024	0571 090624 ACH	\$4,141.18	\$4,141.18	ELECTRIC
TECO	9/6/2024	6167 090624 ACH	\$2,079.66	\$2,079.66	ELECTRIC
Utilities Subtotal			\$7,162.69	\$7,162.69	
Regular Services					
BULLFROG CREEK CDD	9/19/2024	BFC 091924	\$60,000.00	\$60,000.00	TRANSFER
STRALEY ROBIN VERICKER	9/11/2024	25216	\$244.00	\$244.00	PROFESSIONAL SERVICES
Regular Services Subtotal			\$60,244.00	\$60,244.00	
TOTAL			\$75,849.14	\$75,849.14	

Invoice

First Choice Aquatic Weed Management, LLC

P.O. Box 593258
Orlando, FL 32859

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

Date	Invoice #
8/28/2024	99829

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	9/27/2024

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

Invoice

First Choice Aquatic Weed Management, LLC

P.O. Box 593258
Orlando, FL 32859

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

Date	Invoice #
9/23/2024	100883

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	10/23/2024

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



Saint-Job

<input type="radio"/>	No.	Default Fund No. ↑	Name	Search Name	Last Check No.	Balance
<input type="radio"/>	1272	001	BankUnited, N.A.	MONEY MARKET ACCOUNT	500	111,123.38
<input checked="" type="radio"/>	1310	∴ 001	BankUnited, N.A.	GENERAL FUND	1048	26,804.79
<input checked="" type="radio"/>	6988	001	Wells Fargo	GF OPERATING	2269	63,592.85





