

Balm Grove Community Development District

May 07, 2026

Agenda Package

TEAMS MEETING INFORMATION

[**Join the meeting now**](#)

Meeting ID: 240 062 334 037 6 **Passcode:** wU2Sy36X

Dial-in by phone +1 646-838-1601 **Pin:** 311 963 193#

2005 PAN AM CIRCLE SUITE 300
TAMPA, FLORIDA 33607

CLEAR PARTNERSHIPS



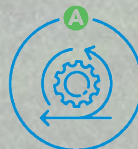
COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

Balm Grove Community Development District

Board of Supervisors

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

District Staff

Jayna Cooper, District Manager
John Vericker, District Counsel
Tonja Stewart, District Engineer
Arturo Gandarilla, Field Service Manager
Rollamay Turkoane, District Manager
Brooke (Chapman) Jones, District Manager

Regular Meeting Agenda

Thursday, May 07, 2026, at 2:00 p.m.

The Public Hearing & Regular Meeting of the **Balm Grove Community Development District** will be held on **May 07, 2026 at 2:00 p.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607**. Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

[Join the meeting now](#)

Meeting ID: 240 062 334 037 6 **Passcode:** wU2Sy36X

Dial-in by phone +1 646-838-1601 **Pin:** 311 963 193#

THE PUBLIC HEARING & REGULAR MEETING OF BOARD OF SUPERVISORS

1. CALL TO ORDER/ROLL CALL

2. PUBLIC COMMENTS

(Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)

3. PUBLIC HEARING ON RENTAL FEES FOR CLUBHOUSE GATHERING ROOM

- A. Open Public Hearing
- B. Discussion on Rental Fees for Clubhouse Gathering Room
- C. Public Comment
- D. Close Public Hearing

4. BUSINESS ITEMS

- A. Consideration of Resolution 2026-09; Clubhouse Gathering Room Reservation Policies and Usage Agreement
- B. Consideration of Resolution 2026-10; Adopting FY 2027 Proposed Budget
- C. Consideration of Resolution 2026-11; Redesignating a Qualified Public Depository – Valley Bank
- D. Consideration of Resolution 2026-12; Setting Landowners Election and Meeting
- E. Annual Notice of Qualified Electors – 383

5. CONSENT AGENDA

- A. Approval of Minutes of April 02, 2026, Regular Meeting
- B. Consideration of Operation and Maintenance for March 2026
- C. Acceptance of the Financials and Approval of the Check Register for March 2026
- D. Ratification of Brown & Brown Insurance Proposal

6. STAFF REPORTS

- A. District Counsel
- B. District Engineer
- C. District Manager
 - i. Field Inspections Report
 - ii. Lake Maintenance Service Report

7. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

8. ADJOURNMENT

RESOLUTION 2026-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BALM GROVE COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE CLUBHOUSE GATHERING ROOM RESERVATION POLICIES AND USAGE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District owns, maintains, and operates certain recreational facilities, specifically an Amenity Center;

WHEREAS, the Board of Supervisors of the District (the “**Board**”) is authorized by Sections 190.011(15) and 190.035, Florida Statutes, to establish policies and regulations for its amenity facilities;

WHEREAS, the Board held a public hearing on Thursday, April 2, 2026, to receive public comment on its proposed Clubhouse Gathering Room Reservation Policies and Usage Agreement (the “**Reservation Policies and Usage Agreement**”);

WHEREAS, the proposed Reservation Policies and Usage Agreement are meant to provide for efficient and effective District operations, and for the safety and security of the District and its members; and

WHEREAS, after hearing and considering public comment, the Board has determined that the proposed Reservation Policies and Usage Agreement should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. **Incorporation of Recitals**. The above recitals are true and correct and by this reference are incorporated as a material part of this Resolution.
2. **Adoption**. The Board hereby adopts the Clubhouse Gathering Room Reservation Policies and Usage Agreement for the Recreational Facilities as finalized in the form attached hereto as **Exhibit A**.
3. **Conflicts**. All District resolutions or parts thereof or other adopted policies in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
4. **Severability**. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such

other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

- 5. **Effective Date.** This Resolution shall become effective upon adoption.

PASSED AND ADOPTED on April 2, 2026.

Attest:

**Balm Grove
Community Development District**

Name: _____
Title: Secretary/Assistant Secretary

Name: Carlos de la Ossa
Title: Chair of the Board of Supervisors

EXHIBIT A

**Balm Grove
Community Development District**

**Childers Clubhouse Gathering Room Reservation Policies and Usage
Agreement**

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT
RECREATIONAL FACILITIES POLICIES AND REGULATIONS

Recreational Facilities Policies and Regulations

The Balm Grove Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated entirely in Hillsborough County, Florida with a mailing address of 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (hereinafter the “**District**”), owns and maintains various Recreational Facilities throughout its boundaries, as well as the Amenity Center located at 13422 New Jade Avenue, Wimauma, Florida 33598.

The Recreational Facilities and Recreation Center includes, but is not limited to, a Clubhouse, Clubhouse Gathering Room, Pool, Pool Patio, Playground, Pickleball Courts, and Various Common Area. In order to provide for efficient and effective District operations, and for the safety and security of the District and its members, the District wishes to put the following Policies and Regulations in place.

The Clubhouse Gathering Room is available for rental by residents and non-residents. Further information regarding the Reservation Policies and Usage Agreements for said Clubhouse Gathering Room is available on the attached Clubhouse Gathering Room Reservation Policies and Usage Agreement attached hereto as **Exhibit A**.

General

The District has adopted these Policies and Regulations for the safety and security of the District and its Members (as defined herein). The Board of Supervisors may modify these Policies and Regulations from time to time as needed.

Violations of the Policies and Regulations are subject to verbal warnings, written warnings, suspension of usage rights, and further actions taken as outlined in these Policies and Regulations and as deemed appropriate by the Board of Supervisors and its duly authorized representative.

PLEASE NOTE: violations of these Policies will not only be immediate grounds for Forfeiture of Key Fob Access and/or Amenity Center Access; but, will also subject the Resident/Member to possible suspension of Recreational Facilities Access as deemed appropriate by the District's Board of Supervisors.

**PARENTAL CONSENT AND WAIVER FORM FOR GUEST AND/OR
MINOR-USE OF RECREATIONAL FACILITIES**

Any guests under the age of 18 that utilize the Recreational Facilities without an adult present MUST have a notarized Parental Consent and Waiver Form (attached hereto as **Exhibit B) on file by the guest's legal guardian.**

Recreational Facilities and Amenity Center Usage Policies

The Recreational Facilities and Recreation Center includes, but is not limited to, a Clubhouse, Clubhouse Gathering Room, Pool, Pool Patio, Playground, Pickleball Courts, and Various

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT
RECREATIONAL FACILITIES POLICIES AND REGULATIONS

Common Area.

1. _____ All Residents and Members are entitled to utilize the Recreational Facilities if they meet all eligibility requirements.
2. _____ **All Residents and/or Members using the Recreational Facilities MUST have their Key Fob with them AT ALL TIMES.**
3. _____ Residents and Members must have, at all times, in their possession, their key fob/access card for identification and to enter and utilize the Facilities.
4. _____ Residents and Members are encouraged to speak to their physician before engaging in physical exercise. All Residents and Members utilize the Facilities at their own risk.
5. _____ All persons using the District's Recreational Facilities and Amenity Center do so at their own risk.
6. _____ All persons using the Amenity Center do so at their own risk.
7. _____ All persons using the Pool do so at their own risk.
8. _____ All persons using the Playground do so at their own risk.
9. _____ Residents and Members must be properly attired with shirts and shoes to utilize the Facilities, with the exception of the Pool and Pool Patio, where bathing suits are permitted.
10. _____ Children under the age of sixteen must be accompanied by an adult over the age of 18 at all times.
11. _____ Staff is to be treated in a courteous and considerate manner. No associate shall be reprimanded or harassed in any way by an individual utilizing the Facilities or other District property.
12. _____ Anyone who verbally threatens the physical well-being of another person, or who engages in behavior which may be dangerous, create a health or safety problem, create a hostile environment, or otherwise disturb others may be reported to the local law enforcement agency.
13. _____ Alcohol is **NOT** permitted on District property, including in and around the Pool and/or Pool Patio. (NO EXCEPTIONS).
14. _____ Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Facilities, immediately.
15. _____ Glass containers, of any kind, are **NOT** permitted on District property, including in and around the Pool and/or Pool Patio.
16. _____ The pool area is not supervised by lifeguards.
17. _____ All swimmers must shower before initially entering the Pool.
18. _____ Furniture shall **NOT** be removed from the Amenity Center (i.e. Gathering Room, Pool, Pool Patio, etc.) at any time.
19. _____ All equipment, furnishings, and property of the District shall be found in the same condition after use of same.
20. _____ It shall be the responsibility of any Resident or Member utilizing the Recreational Facilities to remove food and/or other items brought in.
21. _____ All persons shall obey the Hillsborough County Noise Ordinance and capacity limits as set by the Fire Marshall.
22. _____ Glitter and Confetti are **NOT** allowed on District property.
23. _____ The Facility and District Staff are not responsible for lost or stolen items. District Staff is not permitted to hold valuables or accept deliveries for Residents or Members.
24. _____ No person may use any District Recreational Facility in such a manner as to interfere with the rights, comforts, conveniences, or peaceful enjoyment of the adjoining areas within the

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT
RECREATIONAL FACILITIES POLICIES AND REGULATIONS

District by other residents. Specifically, no person may use District Recreational Facilities in such a manner that creates excessive noise, profanity, or boisterous action.

25. _____ No pets shall be allowed at or within the Amenity Center, Clubhouse, Pool, and/or Pool Patio any time except for verified service animals as defined by Florida Statutes.
26. _____ Per Florida's Clean Air Act (FCAA), codified in Chapter 386 of the Florida Statutes, prohibits **smoking and vaping** in most public places.
27. _____ With the exception of firearms and ammunition permitted under Chapter 790, Florida Statutes, no other weapons are permitted on District property.
28. _____ Call 911 in the event of an emergency or any safety concerns.
29. _____ PLEASE NOTE: violations of these Policies will not only be immediate grounds for Forfeiture of Key Fob access and/or Amenity Center access but will also be subject to possible suspension of Amenity Center Access as deemed appropriate by the District's Board of Supervisors.
30. _____ Policies and Regulations are subject to change as deemed necessary after appropriate approval by the Board of Supervisors.

Pool and Pool Patio Specific Usage Policies

In addition to the Policies and Regulations listed above, below are Pool and Pool Patio Specific Usage Policies.

1. _____ In the event of an emergency, or any safety concern, please call 911.
2. _____ Swim at your own risk. The pool areas are not supervised by lifeguards.
3. _____ Residents and Members under the age of 18 that utilize the pool or pool patio independently **MUST** have a key fob/access card and a Signed Parental Consent and Waiver Form (Exhibit B) prior to use of the pool or pool patio.
4. _____ The Pool and Pool Patio is open from Dawn until Dusk.
5. _____ All swimmers must shower before initially entering the pool.
6. _____ Flotation devices, such as rafts, rings, or play items, are **NOT** allowed in the pool or on the pool patio.
7. _____ Bicycles, scooters, roller skates, rollerblades, skateboards, etc. are **NOT** permitted on the pool patio.
8. _____ Persons with open cuts, wounds, sores, or blisters may **NOT** use the pool.
9. _____ Persons that are ill with diarrhea may **NOT** use the pool.
10. _____ Swim diapers are recommended for use by infants/children that are not toilet trained.
11. _____ Animals are not permitted in or around the pool with the exception of certified service animals.
12. _____ The pool and pool patio may be closed due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
13. _____ Pool and pool patio Policies may be changed at the discretion of the District's Board of Supervisors.
14. _____ All other general Recreational Facilities and Amenity Center Usage Policies apply.

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT
RECREATIONAL FACILITIES POLICIES AND REGULATIONS

CONSEQUENCES FOR VIOLATIONS OF POLICIES AND REGULATIONS

POLICY ENFORCEMENT. Please be aware that District Representatives **MUST** protect the rights and privileges of rule-abiding Residents and Members, and that inappropriate behavior will **NOT** be tolerated. All patrons are responsible for compliance with the Policies and Regulations established for the safe operations of all the Recreational Facilities. For severe violations or anyone continuing to violate Facilities Policies and Regulations, individual(s) may be refused access to the Facilities and associated amenities. The District Staff reserves the right to ask Residents, Members, and/or Guests to leave the Facilities and may suspend their privileges and/or key fobs. The District Staff retain the full right to contact the local law enforcement agency and have violators trespassed permanently from any District Property.

Depending on the severity of the violation, the individual(s) may be asked to leave the facilities until a consequence is determined. If a minor is involved in a violation, a parent or guardian will be contacted, and a written warning may be issued. Documentation of incidents will be kept on file with the District Manager.

Any appeals will need to be made in writing to the District's Board of Supervisors. Appeals will be reviewed at the next regularly scheduled District Board of Supervisors meeting from the date the appeal was received.

CONSEQUENCES. The following Consequences are at the sole discretion of the District Representative on site and are only to be used as a Guideline.

- I. WARNINGS:** The violation will be brought to the attention of the individual(s) involved. If the behavior continues, the violator will be asked to leave the property.

- II. SUSPENSIONS:** All suspensions will be treated on a case-by-case basis. Consequences and decision outcomes will be determined by District Management. While suspended from District Property, access cards / key fobs for Residents and/or Members will be deactivated. Any suspension of privileges from District Property, which resulted from Policy and Regulation violations, may be issues as follows and is automatically sent to the Board of Supervisors for ratification:
 - a. 3 days
 - b. 7 days
 - c. 1 month
 - d. 3-6 months
 - e. Indefinite

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT
RECREATIONAL FACILITIES POLICIES AND REGULATIONS

SIGNATURES

I, the Resident and/or Member, have read, initialed, and understand the (1) Recreational Facilities and Amenity Center Policies and Regulations; the (2) Pool Specific Usage Policies; the (3) Childers Clubhouse Gathering Room Reservation Policies and Usage Agreement; the (4) Parental Consent and Waiver Form for Minor-Use of Recreational Facilities; and the (5) Consequences for Violations of Policies and Regulations listed above.

**Balm Grove
Community Development District**

District Representative Name: _____
Title: _____
Date of Signature: _____

Member (Resident/Member) *(please circle one)*

Printed Name: _____
Mailing Address: _____
Date of Signature: _____
Email Address: _____

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT
RECREATIONAL FACILITIES POLICIES AND REGULATIONS

EXHIBIT A

**Balm Grove
Community Development District**

**Clubhouse Gathering Room
Reservation Policies and Usage Agreement**

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT
RECREATIONAL FACILITIES POLICIES AND REGULATIONS

EXHIBIT B

**Balm Grove
Community Development District**

Parental Consent and Waiver Form for Minor-Use of Recreational Facilities

**BALM GROVE
COMMUNITY DEVELOPMENT DISTRICT**

Parental Consent and Waiver Form for Guest and/or Minor-Use of Recreational Facilities

In addition to agreeing to abide by all Community Standards, Guidelines, Policies, and Usage Regulations while utilizing the District's Recreational Facilities I, _____, hereby agree on behalf of myself, and _____ (child/minor) to the following:

Disclaimer and Use of Recreational Facilities at Your Own Risk

PROPERTY OWNERS, RESIDENTS, NON-RESIDENTS, MEMBERS, RENTERS, AND/OR GUESTS USING THE RECREATIONAL FACILITIES DO SO AT THEIR OWN RISK. The safety of our Property Owners, Residents, Non-Resident Users, Members, Renters, and/or Guests of our community is a primary concern. All persons using the Facilities do so at their own risk and agree to abide by the Policies and Regulations for use of the Facilities. The Balm Grove Community Development District assumes no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of, property arising from the use of the Facilities or from the acts, omissions, or negligence of other persons using the Facilities. The District assumes no liability for any theft, vandalism, and/ or damage that might occur to personal property. Residents and Members are responsible for their actions and those of their Guests.

THE DISTRICT DOES NOT PROVIDE ON-SITE STAFF DEDICATED FOR THE PURPOSE OF MONITORING THE USE OF THE RECREATIONAL FACILITIES OR SAFETY OF THE RESIDENTS, MEMBERS, OR THEIR GUESTS. PRIOR TO USING THE COMMUNITY RECREATIONAL FACILITIES, PROPERTY OWNERS, RESIDENTS, NON-RESIDENT USERS, MEMBERS, RENTERS, AND/OR GUESTS ACKNOWLEDGE AND UNDERSTAND THE INHERENT RISKS INVOLVED IN USING THE FACILITIES OR PARTICIPATING IN ACTIVITIES AND VOLUNTARILY AGREE TO ASSUME RESPONSIBILITY FOR THESE RISKS AND THEIR OWN SAFETY.

Persons interested in using the Recreational Facilities are encouraged to consult with a physician prior to engaging in physical exercise, swimming, aerobics, weightlifting, sports, and/or cardiovascular exercise.

**NOTICE TO THE MINOR CHILD'S
NATURAL LEGAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF BALM GROVE COMMUNITY DEVELOPMENT DISTRICT USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM BALM GROVE COMMUNITY DEVELOPMENT DISTRICT IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY

**BALM GROVE
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DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND BALM GROVE COMMUNITY DEVELOPMENT DISTRICT HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE, IF YOU DO NOT SIGN THIS FORM.

I further agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, losses, liabilities, costs, or expenses arising out of or in any way connected with my child/minor's use of the community amenities or participation in activities at the amenities.

I agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that if any portion of the agreement is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect. Property Owners, Residents, Non-Resident Users, Renters and Guests hereby acknowledge a non-waiver of the District's limitation of liability contained in Fla. Stat. 768.28.

Property Owners, Residents, Non-Resident Users, Members, Renters, and/or Guests further acknowledge that they will comply with all Federal, State, County, and Municipal statutes, including Fla. Stat. 877.22.

By signing this, Parental Consent and Waiver Form, I acknowledge having read and agreed to the above release, waiver, and indemnity.

Name of Minor: _____

Name of Parent/Guardian: _____

Address of Parent/Guardian: _____

Relation to Minor: _____

Signature of Parent/Guardian: _____ Date: _____

EXHIBIT B

**Balm Grove
Community Development District**

**Eastwater Clubhouse Gathering Room Reservation Policies and Usage
Agreement**

**BALM GROVE
COMMUNITY DEVELOPMENT DISTRICT**

Clubhouse Gathering Room Reservation Policies and Usage Agreement

The Balm Grove Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated entirely in Hillsborough County, Florida (hereinafter the “**District**”) owns and maintains the Amenity Center located at 13422 New Jade Avenue, Wimauma, FL 33598.

The Amenity Center includes, but is not limited to, a Clubhouse, Clubhouse Gathering Room, Playground, Pool, Pool Patio, Pickleball Courts, and Various Common Areas. The Clubhouse Gathering Room is the ONLY space available for purposes of resident and/or non-resident rental.

Reservation Date: _____ Day: _____

Time Reserved: _____ Type of Party: _____

Resident: _____ Non-Resident: _____

Non-Resident: _____ Non-Resident Business: _____

IF Renting to a Non-Resident: Name of Non-Resident: _____

DOB of Non-Resident: _____

Mailing Address of Non-Resident: _____

Applicant/Renter Information:

Name: _____

Address: _____

Home Phone Number: _____ Cell Phone Number: _____

Security Deposit of **\$200.00** Received on: _____ in the total amount of: \$200.00

The Clubhouse Gathering Room (PLEASE NOTE that this does **NOT** include pool or pool patio access) may be rented for private events. ONLY the Gathering Room is available for rental, during the hours of 9:00 a.m. and 11:00 p.m. Rentals are allowed for a maximum of six (6) hours total, unless otherwise approved ahead of time and in writing by the District’s Board of Supervisors and the District Manager. Rentals are on a first-come first-serve basis, with a mandatory Security Deposit DUE at time of reservation in order to officially effectuate reservation of the requested Date and Time.

Gathering Room Rental Fees for Residents and Non-Residents

Residents:

Up to four (4) hours = \$50.00

Up to six (6) hours = \$100.00

Refundable Security Deposit = \$200.00

Non-Residents:

Up to four (4) hours = \$150.00

Up to six (6) hours = \$200.00

Refundable Security Deposit = \$400.00

Cancellation Policy: PLEASE NOTE that the District MUST receive formal, written notice of a cancellation a minimum of 72 hours prior to the Reservation Date and Time in order for a refund of the Security Deposit to be allowed. Without proper notice, the Rental Fee and the Security Deposit are forfeited.

**BALM GROVE
COMMUNITY DEVELOPMENT DISTRICT**

Gathering Room Rental Usage Policies

1. _____ All persons using the Gathering Room do so at their own risk.
2. _____ Children under the age of sixteen must be accompanied by an adult over the age of 18 at all times while in the Gathering Room.
3. _____ Alcohol is **NOT** permitted in the Gathering Room – presence of alcohol, whether open or otherwise, will **AUTOMATICALLY FORFEIT THE RENTAL FEE AND THE SECURITY DEPOSIT (NO EXCEPTIONS)**.
4. _____ Glass containers, of any kind, are **NOT** permitted in the Gathering Room.
5. _____ Furniture shall **NOT** be removed from the Gathering Room at any time.
6. _____ All equipment, furnishings, and property of the District shall be found in the same condition after use of the Gathering Room.
7. _____ It shall be the responsibility of any resident renting the Gathering Room to remove food and/or other items brought in during the event.
8. _____ Non-perishable items left in the Gathering Room after use will be kept for a period of “One Week.” Items not claimed by the end of that period will be discarded.
9. _____ All persons renting and utilizing the Gathering Room shall obey the Hillsborough County Noise Ordinance and capacity limits as set by the Fire Marshall.
10. _____ Glitter and Confetti are **NOT** allowed in Gathering Room.
11. _____ Residents wishing to reserve the Gathering Room shall contact District staff no later than two (2) weeks prior to the date of intended reservation request. District staff will then review a list of policies and procedures for the reserved special event at the Gathering Room with the applicant. Use of the Gathering Room for parties or other group functions will require the execution of an indemnification agreement and a security deposit.
12. _____ Use of the Gathering Room is **STRICTLY** limited to the confines of the Gathering Room within the Clubhouse. Use of the Pool and/or the Pool Patio is **STRICTLY PROHIBITED** and will result in the **FORFEITURE OF THE SECURITY DEPOSIT**.
13. _____ Use of tape, push pins, etc. on the walls and/or ceiling of the Gathering Room is **STRICTLY PROHIBITED**.
14. _____ The Gathering Room, including but not limited to, ALL surfaces, walls, floors, etc. are to be **thoroughly cleaned** upon the completion of the rental event before leaving the Gathering Room. Failure to adequately clean will result in **FORFEITURE OF THE SECURITY DEPOSIT**. The depositor letter of explanation concerning the withholding of any funds shall be forwarded within 10 days.
 - i. **Please Note:** the District will do its best, but will not be obligated to provide, brooms, mops, etc. Renters must provide their own cleaning products and remove them at the conclusion of the event.
15. _____ **ALL CLEANING MUST BE COMPLETED**, and the Gathering Room locked up securely (all windows and doors closed and locked) by the ending time of the reservation; persons in the Gathering Room **AFTER** ending time of the reservation will be considered as **TRESPASSING** and **NOT ONLY** will the **SECURITY DEPOSIT BE AUTOMATICALLY FORFEITED** but the Trespassers will be subject to arrest by patrolling legal entities (Security and/or Hillsborough County Sheriff’s Office).
16. _____ No person may use the Gathering Room in such a manner as to interfere with the rights, comforts, conveniences, or peaceful enjoyment of the adjoining areas within the District by other residents. Specifically, no person may use the Gathering Room in such a manner that creates excessive noise, profanity, or boisterous action.
17. _____ Approval of all events is subject to the discretion of the District Manager and/or the

**BALM GROVE
COMMUNITY DEVELOPMENT DISTRICT**

District's Board of Supervisors. The District Manager has, within his/her sole discretion, the authority to reduce or waive rental fees for Community Service functions and events.

18. _____ No pets shall be allowed at any time in the Gathering Room except for service animals as defined by Florida Statutes.
19. _____ All exterior doors and windows must be closed when the air conditioning or heat is on and temperatures reset to original settings.
20. _____ Per Florida's Clean Air Act (FCAA), codified in Chapter 386 of the Florida Statutes, prohibits **smoking and vaping** in most public places.
21. _____ Call 911 in the event of an emergency or any safety concerns.
22. _____ PLEASE NOTE: violations of these Policies will not only be immediate grounds for Forfeiture of the Security Deposit but will also be subject to possible suspension of Amenity Center Access as deemed appropriate by the District's Board of Supervisors.

I, the renter, have read, initialed, and understand the Gathering Room Reservation Policies listed above.

**Balm Grove
Community Development District**

District Representative Name: _____
Title: _____
Date of Signature: _____

Renter (Resident/Non-Resident) *(please circle one)*

Printed Name: _____
Date of Signature: _____
Email Address: _____

**BALM GROVE
COMMUNITY DEVELOPMENT DISTRICT**

Permission to use Gathering Room, Release of Liability, and Indemnification Agreement

1. The District is the owner of the Gathering Room.
2. The District is a residential development.
3. Upon request, the District, while it is the owner of the Gathering Room, will consider the use of the Gathering Room by groups and other entities for limited purposes.
4. The "Renter," has applied to the District to use the Gathering Room.
5. The District, by its execution of this Agreement, has approved the use of the Gathering Room, as described herein, subject to all applicable laws, rules, and regulations, and subject to the District's receipt of a Rental Fee of \$50.00 for rentals up to four (4) hours or Rental Fee of \$100.00 for rentals up to six (6) hours. Every rental will require the receipt of a \$200.00 Security Deposit. All monies must be in the form of U.S. Bank Check. Please make two separate checks, one each for the Rental Fee and the Security Deposit. Checks should be made payable to: Balm Grove CDD.
6. The District has consented to the above use by the Renter, its agents, employees, and invitees.
7. In consideration of the District's permission to the Renter, its agents, employees, and invitees to use the Gathering Room, the Renter, for itself, its agents, employees, and invitees, and any other person or entity claiming by or through them, releases, discharges and acquits the District, its agents or employees, for any and all claims for loss, damage, or injury of any nature whatsoever to person (including but not limited to personal injury and death) or property resulting in any way from, or in any fashion arising from, connected with, or resulting in any way from the use of the Gathering in whatever manner the loss, damage, or injury may be cause and whether or not the loss, damage, or injury may be caused, occasioned, or contributed to by the negligence, sole or concurrent, of the District, its agents or employees; it being specifically understood and agreed that this release of liability applies to any and all claims for loss, injury, or damage caused solely or partially by the negligence of the District, its agents or employees.
8. As further consideration for the District's permission to the Renter, its agents, employees, and invitees to use the Gathering Room, the Renter, for itself, its representatives and assigns, agrees to defend, indemnify, and hold harmless the District, its agents or employees, from any and all claims for loss, damage, or injury of any nature whatsoever to person (including, but not limited to, personal injury and death) or property resulting in any way from or in any fashion arising from, connected with or resulting from the use of the Gathering Room in whatever manner the loss, damage, or injury may be caused and whether or not the loss, damage, or injury may be caused, occasioned, or contributed to by the negligence, sole, or concurrent, of the District, its agents or employees; it being specifically understood and agreed that this Agreement to defend, indemnify, and hold harmless applies to any and all claims for loss, injury, or damage caused solely or partially by the negligence of the District, their agents, or employees.
9. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal part, term, or provisions shall be deemed not a part of this Agreement.

Renter's Printed Name and Signature

Date

District Representative Name and Signature

Date

**BALM GROVE
COMMUNITY DEVELOPMENT DISTRICT**

CHECK PAYMENT FORM

*This form must be completed by **each individual** issuing a check to the Balm Grove Community Development District as payment for Gathering Room rentals, keys, or any other products/services. A copy of the check issuer's driver's license and/or valid ID **MUST** be obtained **for each individual occurrence.***

TODAY'S DATE: _____

NAME OF ISSUER: _____

DOB: _____

ADDRESS: _____

HOME PHONE: _____

CELL PHONE: _____

DRIVER LICENSE NUMBER: _____

Please attach a copy of Driver's license.

PLACE OF EMPLOYMENT: _____

WORK PHONE: _____

AMOUNT OF CHECK: _____

REASON FOR CHECK: _____

Non-Sufficient Funds (NSF) Policy:

In the event that a check is sent back to the Balm Grove Community Development District (the "District") for non-sufficient funds, the check writer must make payment within 30 days of receipt of a demand letter. Payment may be made by cashier's check, money order or cash at a cost of \$25.00 in addition to the original check amount.

RESOLUTION 2026-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BALM GROVE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2026/2027; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Balm Grove Community Development District (“**District**”) prior to June 15, 2026, a proposed operation and maintenance budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**Proposed Budget**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE DISTRICT:

- 1. Proposed Budget Approved.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A**, is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. Setting a Public Hearing.** The public hearing on said Proposed Budget is hereby declared and set for Thursday, August 6, 2026, at 2:00p.m. at the offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.
- 3. Transmittal of Proposed Budget to Local General Purpose Government.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Hillsborough County at least 60 days prior to the hearing set above.
- 4. Posting of Proposed Budget.** In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the Proposed Budget on the District’s website at least two (2) days before the budget hearing date and shall remain on the website for at least 45 days.
- 5. Publication of Notice.** Notice of this public hearing shall be published in the manner prescribed by Florida law.
- 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

Passed and Adopted on May 7, 2026.

Attest:

**Balm Grove Community
Development District**

Print Name: _____
Secretary/Assistant Secretary

Print Name: Carlos de la Ossa
Chair of the Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2026/2027

***Balm Grove
Community Development District***

FISCAL YEAR 2027

Proposed Budget

May 7, 2026

CLEAR PARTNERSHIPS





Balm Grove

Community Development District

Budget Overview

FY 2027



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Balm Grove

Community Development District

Operating Budget

FY 2027



Summary of Revenues Expenditures and Changes in Fund Balance
Fiscal Year 2027 Budget
General Fund

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
REVENUES		
Interest - Tax collector	\$0.00	\$0.00
Special Assmnts- Tax Collector	\$532,260.00	\$974,624.47
Special Assmnts- Discounts	\$0.00	-\$38,984.98
TOTAL REVENUES	\$532,260.00	\$935,639.49
EXPENDITURES		
<i>Financial and Administrative</i>		
Supervisor Fees	\$12,000.00	\$12,000.00
ProfServ-Construction Accounting	\$0.00	\$6,000.00
ProfServ-Dissemination agent	\$5,000.00	\$5,000.00
ProfServ-Field Management	\$18,000.00	\$18,000.00
ProfServ-Info Technology	\$600.00	\$600.00
ProfServ-Recording Secretary	\$4,500.00	\$2,400.00
ProfServ-Trustee fees	\$6,500.00	\$4,300.00
District Counsel	\$15,000.00	\$15,000.00
District Engineer	\$12,500.00	\$12,500.00
Administrative Services	\$5,500.00	\$4,500.00
District Management	\$25,000.00	\$25,000.00
Accounting Services	\$12,000.00	\$9,000.00
Auditing Services	\$6,000.00	\$5,000.00
Website Compliance	\$1,800.00	\$1,613.00
Postage, Phone, Faxes, Copies	\$500.00	\$500.00
Rentals and Leases	\$1,200.00	\$600.00
Legal Advertising	\$4,000.00	\$5,000.00
Bank Fees	\$200.00	\$0.00
Financial & Revenue Collections	\$0.00	\$5,000.00
Website Administration	\$1,200.00	\$1,200.00
Miscellaneous Expenses	\$250.00	\$0.00
Office Supplies	\$100.00	\$0.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
Dues, Licenses, Subscriptions	\$250.00	\$175.00
Assessment Roll	\$5,000.00	\$0.00
Misc-Assessment Collection Cost	\$0.00	\$19,492.49
DTS - Continuing Disclosure Software Subscription	\$0.00	\$1,500.00
ProfServ-Arbitrage Rebate	\$0.00	\$400.00
<i>Total Financial and Administrative</i>	\$137,100.00	\$154,780.49
 <i>Insurance</i>		
Insurance - General Liability	\$3,597.00	\$0.00
Public Officials Insurance	\$3,444.00	\$0.00
Insurance - Crime	\$0.00	\$0.00
Insurance -Property & Casualty	\$20,000.00	\$0.00
Insurance Deductible	\$0.00	\$2,500.00
Total Premium	\$0.00	\$13,650.00
<i>Total Insurance</i>	\$27,041.00	\$16,150.00
 <i>Utility Services</i>		
Utility - Electric	\$6,035.00	\$7,000.00
Street Lights	\$65,484.00	\$165,000.00
Amenity Internet	\$0.00	\$1,800.00
<i>Total Utility Services</i>	\$71,519.00	\$173,800.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
<i>Other Physical Environment</i>		
ProfServ-Wildlife Management Service	\$6,400.00	\$6,400.00
Contracts-Landscape	\$134,000.00	\$180,000.00
Contracts-Aquatic Control	\$16,200.00	\$34,335.00
Landscape- Plant Replacement	\$25,000.00	\$25,000.00
Irrigation Repairs & Maintenance	\$12,500.00	\$12,500.00
Landscape- Storm Clean Up & Tree Removal	\$35,000.00	\$35,000.00
Contingency	\$20,000.00	\$20,000.00
R&M-Playground	\$10,000.00	\$10,000.00
Picnic R&M	\$2,500.00	\$2,500.00
ROW Landscape Maintenance	\$25,000.00	\$35,000.00
Contracts - Trash Removal	\$0.00	\$1,800.00
R&M-Boundary Walls/Fences/Monuments	\$0.00	\$10,000.00
R&M-Roads, Signage, Striping	\$0.00	\$5,000.00
Mulch	\$0.00	\$15,000.00
Aquatic R&M	\$0.00	\$2,500.00
Water Trucks	\$0.00	\$10,000.00
Special Projects	\$0.00	\$50,000.00
<i>Total Other Physical Environment</i>	<i>\$286,600.00</i>	<i>\$455,035.00</i>

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
<i>Amenity</i>		
Payroll-Pool Monitors	\$0.00	\$10,000.00
Contracts-Janitorial Services	\$0.00	\$10,000.00
Amenity Center Pest Control	\$0.00	\$1,700.00
R&M - Amenity Center	\$0.00	\$2,500.00
Amenity Camera R&M	\$0.00	\$1,000.00
Entry System-Key Fob	\$0.00	\$2,500.00
Dog Waste Station Service & Supplies	\$0.00	\$3,000.00
Contracts-Pools	\$0.00	\$24,000.00
Pool Maintenance-Miscellaneous Services	\$0.00	\$8,000.00
Security Monitoring Services	\$0.00	\$6,000.00
Community Activities	\$0.00	\$10,000.00
Holiday Decoration	\$0.00	\$10,000.00
Pressure Washing	\$0.00	\$10,000.00
Pool Permit	\$0.00	\$280.00
Playground R&M	\$0.00	\$2,500.00
Payroll-Shared Personnel	\$0.00	\$16,666.00
Onsite Maintenance	\$0.00	\$7,728.00
<i>Total Amenity</i>	<u>\$0.00</u>	<u>\$125,874.00</u>

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
<i>Misc-contingency</i>		
Misc-Contingency	\$10,000.00	\$10,000.00
<i>Total Misc-contingency</i>	\$10,000.00	\$10,000.00
<hr/>		
TOTAL EXPENDITURES	\$532,260.00	\$935,639.49
Excess (deficiency) of revenues		
Over (under) expenditures	\$0.00	\$0.00
OTHER FINANCING SOURCES (USES)		
Contribution to (Use of) Fund Balance	\$0.00	\$0.00
<hr/>		
TOTAL OTHER SOURCES (USES)	\$0.00	\$0.00
Net change in fund balance	\$0.00	\$0.00
FUND BALANCE, BEGINNING	-\$10,682.00	-\$83,016.25
FUND BALANCE, ENDING	-\$10,682.00	-\$83,016.25

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments

The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Developer Contributions

The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

Other Miscellaneous Revenues

Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Financial and Administrative

Supervisor Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance.

District Management

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

Field Management

The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

Administration

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Recording Secretary

Inframark provides recording services with near verbatim minutes.

Construction Accounting

Accounting services as described within the Accounting Services but specifically regarding construction.

Financial/Revenue Collections

Service includes all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a collection agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Rentals and Leases

The anticipated cost of rental expenses including but not limited to renting meeting room space for district board meetings.

Accounting Services

Services including the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Dissemination Agent/Reporting

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Website Administration Services

The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

District Engineer

The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

District Counsel

The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

Trustee Fees

The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Postage, Phone, Faxes, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Professional Services – Arbitrage Rebate

The District is required to annually calculate the arbitrage rebate liability on its Series 2013A and 2020 bonds.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Miscellaneous-Assessment Collection Costs

The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Bank Fees

This represents the cost of bank charges and other related expenses that are incurred during the year.

Dues, Licenses and Fees

This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

Onsite Office Supplies

This represents the cost of supplies used to prepare agenda packages, create required mailings, and perform other special projects. The budget for this line item also includes the cost for supplies in the District office.

Website ADA Compliance

Cost of maintaining district website's compliance with the Americans with Disabilities Act of 1990.

Disclosure Report

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Miscellaneous Expenses

All other administrative costs not otherwise specified above.

Insurance

Insurance-General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Public Officials Insurance

The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Budget Narrative
Fiscal Year 2027

Property & Casualty Insurance

The District will incur fees to insure items owned by the district for its property needs.

Deductible

District's share of expenses for insured property when a claim is filed.

Utility Services

Electric Utility Services

Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Streetlights

Local Utility Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Amenity Internet

Internet service for clubhouse and other amenity locations.

Other Physical Environment

Landscape Maintenance - Contract

Landscaping company provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

Landscaping - R&M

Cost of repairs and regular maintenance to landscaping equipment.

Landscaping – Plant Replacement Program

Cost of replacing dead or damaged plants throughout the district.

Irrigation Maintenance

Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

Aquatics – Contract

Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Wetlands Maintenance and Monitoring

Cost of upkeep and protection of wetlands on CDD property.

Aquatics – Plant Replacement

The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

Waterway Management Program

Cost of maintaining waterways and rivers on district property.

Debris Cleanup

Cost of cleaning up debris on district property.

Wildlife Control

Management of wildlife on district property.

Budget Narrative
Fiscal Year 2027

Amenity

Pool Monitor

Cost of staff members to facilitate pool safety services.

Janitorial – Contract

Cost of janitorial labor for CDD Facilities.

Janitorial Supplies/Other

Cost of janitorial supplies for CDD Facilities.

Amenity Pest Control

Cost of exterminator and pesticides at CDD amenities and facilities.

Amenity Center R&M

Cost of repairs and regular maintenance of CDD amenities.

Entry System-Key Fob

Cost of providing keycards to residents to access CDD Facilities.

Recreation/Park Facility Maintenance

Cost of upkeep and repairs to all parks and recreation facilities in the CDD

Playground Equipment and Maintenance

Cost of acquisition and upkeep of playground equipment for CDD parks.

Dog Waste Station Service & Supplies

Cost of cleaning and resupplying dog waste stations.

Pool and Spa Permits

Cost of permits required for CDD pool and spa operation as required by law.

Pool Maintenance – Contract

Cost of Maintenance for CDD pool facilities.

Community Activities

Cost of recreational events hosted on CDD property.

Holiday Decorations

Cost of decorations for major holidays (i.e., Christmas)

Contingency/Reserves

Misc-Contingency

Funds set aside for projects, as determined by the district's board.



Balm Grove
Community Development District

Debt Service Budget
FY 2027



Summary of Revenues Expenditures and Changes in Fund Balance
Fiscal Year 2027 Budget
Series 2022 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
REVENUES		
Interest - Investments	\$0.00	\$0.00
Special Assmnts- Tax Collector	\$0.00	\$1,306,811.12
Special Assmnts- CDD Collected	\$1,228,727.00	\$0.00
Special Assmnts- Discounts	\$0.00	-\$52,272.44
TOTAL REVENUES	\$1,228,727.00	\$1,254,538.68
EXPENDITURES		
<i>Administrative</i>		
Misc-Assessment Collection Cost	\$0.00	\$26,136.22
Total Administrative	\$0.00	\$26,136.22
<i>Debt Service</i>		
Principal Debt Retirement	\$834,234.00	\$450,000.00
Interest Expense	\$387,084.00	\$766,856.26
Total Debt Service	\$1,221,318.00	\$1,216,856.26
TOTAL EXPENDITURES	\$1,221,318.00	\$1,242,992.48
Excess (deficiency) of revenues		
Over (under) expenditures	\$7,409.00	\$11,546.19
OTHER FINANCING SOURCES (USES)		
Contribution to (Use of) Fund Balance	\$7,409.00	\$0.00
TOTAL OTHER SOURCES (USES)	\$7,409.00	\$0.00
Net change in fund balance	\$0.00	\$11,546.19

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
FUND BALANCE, BEGINNING	\$0.00	\$538,233.00
FUND BALANCE, ENDING	<u>\$7,409.00</u>	<u>\$549,779.19</u>

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT		
	<u>\$45,597.00</u>	<u>\$46,692.00</u>
Series 2022 Bonds	\$20,350,000.00	\$19,035,000.00

Balm Grove
Community Development District

Special Assessment Bonds, Series 2022 (Series 2022 Project)

Period Ending	Outstanding Balance	Principal	Coupon	Interest	Debt Service
11/1/2025	\$ 19,925,000	\$ 440,000	3.250%	\$ 394,234.38	\$ 834,234.38
5/1/2026	\$ 19,485,000			\$ 387,084.38	\$ 387,084.38
11/1/2026	\$ 19,485,000	\$ 450,000	3.250%	\$ 387,084.38	\$ 837,084.38
5/1/2027	\$ 19,035,000			\$ 379,771.88	\$ 379,771.88
11/1/2027	\$ 19,035,000	\$ 465,000	3.250%	\$ 379,771.88	\$ 844,771.88
5/1/2028	\$ 18,570,000			\$ 372,215.63	\$ 372,215.63
11/1/2028	\$ 18,570,000	\$ 480,000	3.625%	\$ 372,215.63	\$ 852,215.63
5/1/2029	\$ 18,090,000			\$ 363,515.63	\$ 363,515.63
11/1/2029	\$ 18,090,000	\$ 500,000	3.625%	\$ 363,515.63	\$ 863,515.63
5/1/2030	\$ 17,590,000			\$ 354,453.13	\$ 354,453.13
11/1/2030	\$ 17,590,000	\$ 515,000	3.625%	\$ 354,453.13	\$ 869,453.13
5/1/2031	\$ 17,075,000			\$ 345,118.75	\$ 345,118.75
11/1/2031	\$ 17,075,000	\$ 535,000	3.625%	\$ 345,118.75	\$ 880,118.75
5/1/2032	\$ 16,540,000			\$ 335,421.88	\$ 335,421.88
11/1/2032	\$ 16,540,000	\$ 555,000	3.625%	\$ 335,421.88	\$ 890,421.88
5/1/2033	\$ 15,985,000			\$ 325,362.50	\$ 325,362.50
11/1/2033	\$ 15,985,000	\$ 575,000	4.000%	\$ 325,362.50	\$ 900,362.50
5/1/2034	\$ 15,410,000			\$ 313,862.50	\$ 313,862.50
11/1/2034	\$ 15,410,000	\$ 600,000	4.000%	\$ 313,862.50	\$ 913,862.50
5/1/2035	\$ 14,810,000			\$ 301,862.50	\$ 301,862.50
11/1/2035	\$ 14,810,000	\$ 625,000	4.000%	\$ 301,862.50	\$ 926,862.50
5/1/2036	\$ 14,185,000			\$ 289,362.50	\$ 289,362.50
11/1/2036	\$ 14,185,000	\$ 650,000	4.000%	\$ 289,362.50	\$ 939,362.50
5/1/2037	\$ 13,535,000			\$ 276,362.50	\$ 276,362.50
11/1/2037	\$ 13,535,000	\$ 675,000	4.000%	\$ 276,362.50	\$ 951,362.50
5/1/2038	\$ 12,860,000			\$ 262,862.50	\$ 262,862.50
11/1/2038	\$ 12,860,000	\$ 700,000	4.000%	\$ 262,862.50	\$ 962,862.50
5/1/2039	\$ 12,160,000			\$ 248,862.50	\$ 248,862.50
11/1/2039	\$ 12,160,000	\$ 730,000	4.000%	\$ 248,862.50	\$ 978,862.50
5/1/2040	\$ 11,430,000			\$ 234,262.50	\$ 234,262.50
11/1/2040	\$ 11,430,000	\$ 760,000	4.000%	\$ 234,262.50	\$ 994,262.50
5/1/2041	\$ 10,670,000			\$ 219,062.50	\$ 219,062.50
11/1/2041	\$ 10,670,000	\$ 790,000	4.000%	\$ 219,062.50	\$ 1,009,062.50
5/1/2042	\$ 9,880,000			\$ 203,262.50	\$ 203,262.50
11/1/2042	\$ 9,880,000	\$ 820,000	4.000%	\$ 203,262.50	\$ 1,023,262.50
5/1/2043	\$ 9,060,000			\$ 186,862.50	\$ 186,862.50
11/1/2043	\$ 9,060,000	\$ 850,000	4.125%	\$ 186,862.50	\$ 1,036,862.50
5/1/2044	\$ 8,210,000			\$ 169,331.25	\$ 169,331.25
11/1/2044	\$ 8,210,000	\$ 885,000	4.125%	\$ 169,331.25	\$ 1,054,331.25
5/1/2045	\$ 7,325,000			\$ 151,078.13	\$ 151,078.13
11/1/2045	\$ 7,325,000	\$ 925,000	4.125%	\$ 151,078.13	\$ 1,076,078.13
5/1/2046	\$ 6,400,000			\$ 132,000.00	\$ 132,000.00
11/1/2046	\$ 6,400,000	\$ 960,000	4.125%	\$ 132,000.00	\$ 1,092,000.00
5/1/2047	\$ 5,440,000			\$ 112,200.00	\$ 112,200.00
11/1/2047	\$ 5,440,000	\$ 1,000,000	4.125%	\$ 112,200.00	\$ 1,112,200.00
5/1/2048	\$ 4,440,000			\$ 91,575.00	\$ 91,575.00
11/1/2048	\$ 4,440,000	\$ 1,045,000	4.125%	\$ 91,575.00	\$ 1,136,575.00
5/1/2049	\$ 3,395,000			\$ 70,021.88	\$ 70,021.88
11/1/2049	\$ 3,395,000	\$ 1,085,000	4.125%	\$ 70,021.88	\$ 1,155,021.88
5/1/2050	\$ 2,310,000			\$ 47,643.75	\$ 47,643.75
11/1/2050	\$ 2,310,000	\$ 1,130,000	4.125%	\$ 47,643.75	\$ 1,177,643.75
5/1/2051	\$ 1,180,000			\$ 24,337.50	\$ 24,337.50
11/1/2051	\$ 1,180,000	\$ 1,180,000	4.125%	\$ 24,337.50	\$ 1,204,337.50
		\$ 21,435,000		\$ 15,355,578.34	\$ 36,790,578.34

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments

The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Developer Contributions

The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

Other Miscellaneous Revenues

Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Debt Service

Principal Debt Retirement

The district pays regular principal payments to annually to pay down/retire the debt.

Interest Expense

The District Pays interest Expenses on the debt twice a year.



Balm Grove

Community Development District

Supporting Budget Schedule

FY 2027



Fiscal Year 2027 vs. Fiscal Year 2026

ASSESSMENT ALLOCATION

Assessment Area One- Series 2022

Product	Units	General Fund			Debt Service Series 2022			Total Assessments per Unit				Units
		FY 2027	FY 2026	Dollar Change	FY 2027	FY 2026	Dollar Change	FY 2027	FY 2026	Dollar Change	Percent Change	
SF 50' West	46	\$1,289.19	\$748.79	\$540.40	\$1,728.59	\$1,728.59	\$0.00	\$3,017.78	\$2,477.38	\$540.40	22%	46
SF 60' West	223	\$1,547.02	\$898.55	\$648.48	\$2,074.30	\$2,074.30	\$0.00	\$3,621.32	\$2,972.85	\$648.48	22%	223
SF 40' East	40	\$1,031.35	\$599.03	\$432.32	\$1,382.86	\$1,382.86	\$0.00	\$2,414.21	\$1,981.89	\$432.32	22%	40
SF 50' East	224	\$1,289.19	\$748.79	\$540.40	\$1,728.59	\$1,728.59	\$0.00	\$3,017.78	\$2,477.38	\$540.40	22%	224
SF 60' East	82	\$1,547.02	\$898.55	\$648.48	\$2,074.30	\$2,074.30	\$0.00	\$3,621.32	\$2,972.85	\$648.48	22%	82
SF 50' South	88	\$1,289.19	\$748.79	\$540.40	\$1,728.59	\$1,728.59	\$0.00	\$3,017.78	\$2,477.38	\$540.40	22%	88
	703											703

RESOLUTION 2026-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BALM GROVE COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE DISTRICT; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO EXECUTE AND DELIVER ANY AND ALL FINANCIAL REPORTS REQUIRED BY RULE, STATUTE, LAW, ORDINANCE, OR REGULATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (the “Board”) is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280, *Florida Statutes*, and has been designated by the State Chief Financial Officer as a qualified public depository; and

WHEREAS, the District has furnished to the Chief Financial Officer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

WHEREAS, the Board, having appointed a Treasurer and other officers, is in a position to select a new public depository and to comply with the requirements for public depositories; and

WHEREAS, the Board wishes to re-designate a public depository for District funds.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT:

SECTION 1. Valley Bank, is hereby designated as the public depository for funds of the District.

SECTION 2. In accordance with Section 280.17(2), *Florida Statutes*, the District’s Secretary is hereby directed to take the following steps:

- A.** Ensure that the name of the District is on the account or certificate or other form provided to the District by the qualified public depository in a manner sufficient to identify that the account is a Florida public deposit.
- B.** Execute the form prescribed by the Chief Financial Officer for identification of each public deposit account and obtain acknowledgement of receipt on the form from the qualified public depository at the time of opening the account.
- C.** Maintain the current public deposit identification and acknowledgement form as a valuable record.

SECTION 3. The District’s Treasurer, upon assuming responsibility for handling the funds of the District, is directed to furnish the Chief Financial Officer annually, not later than November 30th of each year, the information required in accordance with Section 280.17(6), *Florida Statutes*, and otherwise take the necessary steps to ensure that all other requirements of Section 280.17, *Florida Statutes*, have been met.

SECTION 4. The Chair, Vice-Chair, Treasurer, Assistant Treasurer, Secretary, and Assistant Secretaries are hereby designated as authorized signatories for the operating bank accounts of the District.

SECTION 5. The District Manager, Treasurer, and/or Assistant Treasurer are hereby authorized on behalf of the District to execute and deliver any and all other financial reports required by any other rule, statute, law, ordinance or regulation.

SECTION 6. This Resolution shall take effect on May 7, 2026.

PASSED AND ADOPTED THIS 7TH DAY OF MAY, 2026.

ATTEST:

**BALM GROVE COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Title: Secretary / Assistant Secretary

Name: Carlos de la Ossa
Title: Chairperson, Board of Supervisors

RESOLUTION 2026-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BALM GROVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR A LANDOWNERS' MEETING FOR THE PURPOSE OF ELECTING 3 MEMBERS OF THE BOARD; PROVIDING FOR PUBLICATION; PROVIDING SAMPLE NOTICE, INSTRUCTIONS, PROXY, AND BALLOTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District was established on March 9, 2021 by Ordinance No. 21-8, as amended by Ordinance No. 22-20, as amended by Ordinance No. 25-54 of the Hillsborough County Board of County Commissioners;

WHEREAS, the Board of Supervisors of the District (the “**Board**”) previously amended the terms of office for Board seats to align with the general elections held in November during even years;

WHEREAS, the terms for Board **Seat 1, Seat 2 and Seat 5**, are set to expire in November 2026; and

WHEREAS, the District is statutorily required to announce a meeting of the landowners of the District for the purpose of electing 3 members of the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. In accordance with Section 190.006(2)(b), Florida Statutes the landowners’ meeting to elect three (3) members of the Board, to Board **Seat 1, Seat 2 and Seat 5**, will be held on **Thursday, November 5, 2026, at 2:00 p.m.** at the **offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607.**

Section 2. The District’s Secretary is hereby directed to publish notice of this landowners’ meeting in accordance with the requirements of Section 190.006(2)(a), Florida Statutes.

Section 3. Pursuant to Section 190.006(2)(b), Florida Statutes, a sample notice of landowners’ meeting and election, instructions on how all landowners may participate in the election, a sample proxy, and sample ballot forms are attached hereto as **Exhibit A**. Copies of such documents can be obtained from the District Manager’s office.

Section 4. This Resolution shall become effective immediately upon its adoption.

Passed and Adopted on May 7, 2026.

Attest:

**Balm Grove
Community Development District**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: Carlos de la Ossa
Chair/ Vice Chair of the Board of Supervisors

**Notice of Landowners' Meeting and Election and
Meeting of the Board of Supervisors of the
Balm Grove Community Development District**

Notice is hereby given to the public and all landowners within the Balm Grove Community Development District (the "**District**"), comprised of approximately 509.769 acres in Hillsborough County, Florida, advising that a landowners' meeting will be held for the purpose of electing three (3) members of the Board of Supervisors of the District. Immediately following the landowners' meeting there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

Date: Thursday, November 5, 2026

Time: 2:00 p.m.

Place: The Offices of Inframark
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607

Each landowner may vote in person or authorize a proxy holder to vote in person on their behalf. Proxy forms and instructions relating to landowners' meeting may be obtained upon request at the office of the District Manager located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607. A copy of the agenda for these meetings may be obtained from the District Manager at the above address.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. There may be an occasion where one or more supervisors will participate by telephone.

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to contact the District Manager at (813) 873-7300, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District Manager.

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

Jayna Cooper, District Manager

Run Date(s): _____

**Instructions Relating to Landowners' Meeting
of the Balm Grove Community Development District
for the Election of Members of the Board of Supervisors**

Date: Thursday November 5, 2026
Time: 2:00 p.m.
Location: The Offices of Inframark
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607

Pursuant to Chapter 190, Florida Statutes, and after a community development district (“**District**”) has been established and the landowners have held their initial election, there shall be subsequent landowners’ meeting for the purpose of electing members of the Board of Supervisors of the District (“**Board**”) every two (2) years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner within the District may vote in person at the landowners’ meeting or the landowner may nominate a proxy holder to vote in person at the meeting in place of the landowner. Landowners or proxy holders need to bring a government issued ID for verification purposes.

Whether in person or by proxy, each landowner shall be entitled to cast 1 vote per un-platted acre of land owned by him or her and located within the District, for each seat on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as 1 acre, entitling the landowner to 1 vote with respect thereto. Please note that a particular parcel of real property is entitled to only 1 vote for each eligible acre of land or fraction thereof; therefore, 2 or more people who own real property in common, that is 1 acre or less, are together entitled to only 1 vote for that real property. Platted lots shall be counted individually and entitled to 1 vote. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy.

At the landowners’ meeting, the landowners will elect a chair to conduct the meeting. The meeting chair can be any person present at the meeting and does not need to be a landowner. If the meeting chair is a landowner or proxy holder of a landowner, they may also nominate candidates, make or second motions, and participate in the voting process. Candidates must be nominated and then shall be elected by a vote of the landowners. Mailed in ballots or proxies are not accepted because the landowners or proxy holders nominate candidates first for each seat in the election and then the ballots are casted. Furthermore, the District does not have the ability to verify the signatures of mailed in ballots or request clarification if there is an issue with any ballot or proxy.

This year, three (3) seats on the Board will be up for election by landowners. The two (2) candidates receiving the highest number of votes will receive a 4-year term and the 1 candidate receiving the next highest number of votes will receive a 2-year term. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one (1) of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property, or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than 1 vote, each property must be listed and the number of un-platted acres of each property must be included. The signature on a proxy does not need to be notarized. Electronic signatures are not accepted because the integrity and security control processes required by Sections 668.001-.006, Florida Statutes are not feasible for the District at this time.

Landowner Proxy

Balm Grove Community Development District Landowners' Meeting – November 5, 2026

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Balm Grove Community Development District to be held at the offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607, on **November 5, 2026, at 2:00 p.m.**, and at any adjournments thereof, according to the number of un-platted acres of land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner Signature of Legal Owner Date

Address/Legal/or Parcel ID #	# of Un-platted Acreage/ or # of Platted Lots	Authorized Votes
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax parcel identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES:

- 1. Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as 1 acre entitling the landowner to 1 vote with respect thereto.*
- 2. 2 or more persons who own real property in common that is 1 acre or less are together entitled to only 1 vote for that real property.*
- 3. If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).*
- 4. Electronic signatures are not accepted because the integrity and security control processes required by Sections 668.001-.006, Florida Statutes are not feasible for the District at this time.*

Official Ballot for Landowners

Balm Grove Community Development District Landowners' Meeting – November 5, 2026 (Election of 3 Supervisors)

The undersigned certifies that he/she/it is a fee simple owner of land located within the Balm Grove Community Development District and described as follows:

Address/Legal/or Parcel ID #	# of Un-platted Acreage/ or # of Platted Lots	Authorized Votes
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax parcel identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

I do cast my votes as a Landowner as follows:

	Name of Candidate	Number of Votes
Seat _____	_____	_____
Seat _____	_____	_____
Seat _____	_____	_____

Date: _____

Signature: _____

Printed Name: _____

Official Ballot for Proxy Holders

Balm Grove Community Development District Landowners' Meeting – November 5, 2026 (Election of 3 Supervisors)

The undersigned certifies that he/she/it is the proxy holder for fee simple owners of land located within the Balm Grove Community Development District and described in the attached proxies.

Information in the dotted line below is to be filled out by District Staff prior to being returned to the proxy holder for casting the ballot:

Total Number of Proxies _____
Total Number of Un-platted Acreage _____
Total Number of Platted Lots _____
Total Number of Authorized Votes _____

I do cast my votes, in my capacity as a proxy holder for certain Landowners, as follows:

	Name of Candidate	Number of Votes
Seat _____	_____	_____
Seat _____	_____	_____
Seat _____	_____	_____

Date: _____

Signature: _____

Printed Name: _____



Craig Latimer
Supervisor of Elections

Our Vision: To be the best place in America to vote

GOVERNOR'S STERLING
AWARD RECIPIENT

April 20, 2026

To whom it may concern,

As per F.S. 190.006, you'll find the number of qualified registered electors for your Community Development District as of April 15, 2026, listed below.

Community Development District	Number of Registered Electors
Balm Grove CDD	383

We ask that you respond to our office with a current list of CDD office holders by **June 1st** and that you update us throughout the year if there are changes. This will enable us to provide accurate information to potential candidates during filing and qualifying periods.

Please note it is the responsibility of each district to keep our office updated with current district information. If you have any questions, please do not hesitate to contact me at (813) 367-8829 or pthomas@votehillsborough.gov.

Respectfully,

Patricia "Patti" Thomas
Administrative Assistant/Candidate Services

VoteHillsborough.gov



(813) 744 - 5900

Fred B. Karl County Center
601 E. Kennedy Blvd., 16th Floor, Tampa, FL 33602

Robert L. Gilder Elections Service Center
2514 N. Falkenburg Rd., Tampa, FL 33619

See website for regional office locations.

- 38 **FOURTH ORDER OF BUSINESS** **Consent Agenda**
- 39 **A. Approval of Minutes of March 05, 2026, Regular Meeting**
- 40 **B. Consideration of O&M for February 2026**
- 41 **C. Acceptance of the Financials/Approval of the Check Register for February 2026**
- 42 **D. Ratification of Website Creation and Management Agreement**

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

- 46
- 47 **FIFTH ORDER OF BUSINESS** **Staff Reports**
- 48 **A. District Counsel**
- 49 **B. District Engineer**
- 50 **C. District Manager**

51 There being no reports, the next item followed.

- 52 **i. Field Inspections Report**
- 53 **ii. Lake Maintenance Service Report**

54 The Field Inspections and Lake Maintenance Reports were presented, copies
 55 of which were included in the agenda package. Mr. Nguyen provided updates/pending items.

- 56
- 57 **SIXTH ORDER OF BUSINESS** **Board of Supervisors' Requests and**
- 58 **Comments**
- 59 There being none, the next order of business followed.

- 60
- 61 **SEVENTH ORDER OF BUSINESS** **Adjournment**
- 62 There being no further business,

63

64 On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in favor,
 65 the meeting was adjourned at 2:35 pm. 5-0

66

67

68

69

70 Jayna Cooper/Rollamay Turkoane
 71 District Manager

Carlos de la Ossa
 Chairperson

BALM GROVE CDD
Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Vendor Total	Comments/Description
Monthly Contract						
ECO-LOGIC SERVICES LLC	3/1/2026	6296	\$2,725.00			FEB 2026-LAKE MAINTENANCE SVCS
INFRAMARK LLC	3/1/2026	173056	\$1,000.00			ACCOUNTING SERVICES
INFRAMARK LLC	3/1/2026	173056	\$416.67			DISSEMINATION SERVICES
INFRAMARK LLC	3/1/2026	173056	\$2,541.67			DISTRICT MANAGEMENT
INFRAMARK LLC	3/1/2026	173056	\$1,500.00			FIELD MANAGEMENT
INFRAMARK LLC	3/1/2026	173056	\$100.00			TECHNOLOGY/DATA STORAGE
INFRAMARK LLC	3/1/2026	173056	\$200.00			WEBSITE MAINTENANCE/ADMIN
INFRAMARK LLC	3/1/2026	173056	\$375.00			RECORDING SECRETARY
INFRAMARK LLC	3/1/2026	173056	\$416.67			ASSESSMENT ROLL
INFRAMARK LLC	3/1/2026	173056	\$100.00	\$6,650.01		RECORD STORAGE FEE
INFRAMARK LLC	3/13/2026	173893	\$1.65			COPIES
INFRAMARK LLC	3/13/2026	173893	\$3.70	\$5.35	\$6,655.36	POSTAGE
STANTEC CONSULTING SERVICES INC	2/24/2026	2532478	\$942.00			ENGINEERING SERVICES
STRALEY ROBIN VERICKER	3/18/2026	28056	\$2,964.84			PROFESSIONAL SERVICES
STRALEY ROBIN VERICKER	2/28/2026	27968	\$2,244.00		\$5,208.84	JAN 2026-DISTRICT COUNSEL THRU 01/31/26
TREE FARM 2, INC.	3/1/2026	10-302859	\$9,622.00			LANDSCAPE MAINTENANCE
TREE FARM 2, INC.	3/1/2026	10-302860	\$2,633.00		\$12,255.00	PONDS ONLY MAINTENANCE
Monthly Contract Subtotal			\$27,786.20			
Utilities						
TECO	3/5/2026	071625 211034391436A	\$125.30			Utility - Electric
TECO	2/17/2026	021726-78571- ACH	\$4,390.69			STREETLIGHTS
TECO	2/17/2026	021726-53830- ACH	\$182.26			ELECTRIC
TECO	2/17/2026	021726-40005- ACH	\$1,492.08			STREETLIGHTS
TECO	2/17/2026	021726-05164- ACH	\$3,310.53			STREETLIGHTS
TECO	2/16/2026	021626-10867- ACH	\$180.80		\$9,681.66	ELECTRIC
Utilities Subtotal			\$9,681.66			

BALM GROVE CDD
Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Vendor Total	Comments/Description
Regular Services						
ALBERTO VIERA	3/5/2026	AV-030526	\$200.00			BOARD 03/05/26
CARLOS DE LA OSSA	3/5/2026	CO-030526	\$200.00			BOARD 03/05/26
INFRAMARK LLC	3/3/2026	1165574	\$150.00			MAINTENANCE-EMPTY 2 TRASH CANS
KELLY A EVANS	3/5/2026	KE-030526	\$200.00			BOARD 03/05/26
NICHOLAS J. DISTER	3/5/2026	ND-030526	\$200.00			BOARD 03/05/26
RYAN MOTKO	3/5/2026	RM-030526	\$200.00			BOARD 03/05/26
TREE FARM 2, INC.	2/28/2026	10-303041	\$725.00			IRRIGATION REPAIRS
TREE FARM 2, INC.	3/13/2026	10-303821	\$220.00		\$945.00	IRRIGATION SERVICES
Regular Services Subtotal			\$2,095.00			
TOTAL			\$39,562.86			



INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#

173056

DATE

3/1/2026

BILL TO

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

CUSTOMER ID

C2377

NET TERMS

Due On Receipt

PO#**DUE DATE**

3/1/2026

Services provided for the Month of: **March 2026**

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Accounting Services	1	Ea	1,000.00		1,000.00
Dissemination Services	1	Ea	416.67		416.67
District Management	1	Ea	2,541.67		2,541.67
Field Management	1	Ea	1,500.00		1,500.00
Technology / Data Storage	1	Ea	100.00		100.00
Website Maintenance / Admin	1	Ea	200.00		200.00
Recording Secretary	1	Ea	375.00		375.00
Assessment Services	1	Ea	416.67		416.67
Record Storage Fee	1	Ea	100.00		100.00
Subtotal					6,650.01

Subtotal	\$6,650.01
Tax	\$0.00
Total Due	\$6,650.01

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

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

To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

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



INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#

173893

DATE

3/13/2026

BILL TO

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

CUSTOMER ID

C2377

NET TERMS

Due On Receipt

PO#**DUE DATE**

3/13/2026

Services provided for the Month of: February 2026

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
B/W Copies	11	Ea	0.15		1.65
Postage	5	Ea	0.74		3.70
Subtotal					5.35

Subtotal	\$5.35
Tax	\$0.00
Total Due	\$5.35

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

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

To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

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



INVOICE

Invoice Number 2532478
Invoice Date February 24, 2026
Customer Number 167318
Project Number 238202121

Bill To
 Balm Grove Community
 Development District
 Accounts Payable
 c/o Inframark
 210 North University Drive, Suite 702
 Coral Springs FL 33071
 United States

EFT/ACH Remit To (Preferred)
 Stantec Consulting Services Inc. (SCSI)
 Bank of America
 ABA No. : 111000012
 Account No: 3752096026
 Email Remittance: eft@stantec.com

Alternative Remit To
 Stantec Consulting Services Inc.
 (SCSI)
 13980 Collections Center Drive
 Chicago IL 60693
 United States
 Federal Tax ID
 11-2167170

Project Description: Balm Grove CDD

Stantec Project Manager:	Stewart, Tonja L
Authorization Amount:	\$36,723.50
Authorization Previously Billed:	\$11,111.50
Authorization Budget Remaining:	\$24,670.00
Authorization Billed to Date:	\$12,053.50
Current Invoice Due:	\$942.00
For Period Ending:	February 24, 2026

Email Invoice: InframarkCMS@payableslockbox.com

Net Due in 30 Days or in accordance with terms of the contract

Stantec will not change our banking information. If you receive a request noting our banking information has changed, please contact your Stantec Project Manager

INVOICE

Invoice Number

2532478

Project Number

238202121

Top Task 2026

2026 FY General Consulting Services

Professional Services

Billing Level	Date	Hours	Rate	Current Amount
Level 09				
Nurse, Vanessa M	2026-01-14	0.50	190.00	95.00
Nurse, Vanessa M	2026-01-20	0.25	190.00	47.50
		0.75		142.50
Level 10				
Rankin, Ashley Alexandra	2026-01-26	0.25	198.00	49.50
		0.25		49.50
Level 14				
Stewart, Tonja L	2026-01-12	0.50	250.00	125.00
Stewart, Tonja L	2026-01-20	1.00	250.00	250.00
Stewart, Tonja L	2026-02-03	1.50	250.00	375.00
		3.00		750.00
Professional Services Subtotal		4.00		942.00

Top Task 2026 Total

942.00

Total Fees & Disbursements

\$942.00

INVOICE TOTAL (USD)

\$942.00

Billing Backup

Date	Project	Task	Employee/Supplier	Quantity	Bill Rate	Bill Amount	Comment	AP Ref. #
2026-01-12	238202121	2026	STEWART, TONJA L	0.50	250.00	125.00	EPG CALL	
2026-01-14	238202121	2026	NURSE, VANESSA M	0.50	190.00	95.00	REQUISITIONS	
2026-01-20	238202121	2026	NURSE, VANESSA M	0.25	190.00	47.50	REQUISITIONS	
2026-01-20	238202121	2026	STEWART, TONJA L	1.00	250.00	250.00	REQUISITION	
2026-01-26	238202121	2026	RANKIN, ASHLEY ALEXANDRA	0.25	198.00	49.50	PM SUPPORT	
2026-02-03	238202121	2026	STEWART, TONJA L	1.50	250.00	375.00	PREPARE FOR AND ATTEND PRE BV HEARING AND PREPARE FOR AN ATTEND BV HEARING	
Total subTask 2026				4.00		942.00		
Total Top Task 2026				4.00		942.00		
Total Project 238202121				4.00		942.00		

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400

Federal Tax Id. - 20-1778458

Balm Grove CDD
Inframark
2005 Pan Am Circle, Ste 300
Tampa, FL 33607

February 28, 2026

Client: 001541

Matter: 000001

Invoice #: 27968

Page: 1

RE: General

For Professional Services Rendered Through January 31, 2026

SERVICES

Date	Person	Description of Services	Hours	Amount
1/7/2026	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING; TELEPHONE CALL WITH J. COOPER.	0.3	\$121.50
1/8/2026	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.3	\$121.50
1/8/2026	KCH	PREPARE FOR AND ATTEND BOS MEETING IN PERSON.	0.3	\$112.50
1/13/2026	MS	REVIEW CLIENT FILE AND PULL ORDINANCE, NOTICE OF ESTABLISHMENT, AND ANY AMENDMENTS TO THE SAME; PREPARE DROPBOX FILE FOR THE SAME; UPDATE INDEX OF DOCUMENTS FOR DROPBOX.	0.5	\$97.50
1/14/2026	MS	REVIEW PLATS FOR TRACT DEDICATION AND CONFIRM IF SAME HAVE BEEN CONVEYED OVER TO THE DISTRICT VIA DEED.	1.2	\$234.00
1/14/2026	KCH	REVIEW AND REVISE MASTER DECLARATION OF CONSENT FOR EXPANSION AREA.	1.8	\$675.00
1/15/2026	MS	REVIEW SPECIAL DISCTRICK PROFILE TO CONFIRM ACCURACY OF INFORMATION.	0.2	\$39.00
1/22/2026	MS	REVIEW EMAIL REQUESTING AUDIT RESPONSE; REVIEW PRIOR EMAILS AND DISTRICT RECORDS; SEND PREVIOUSLY DRAFTED LETTER TO AUDITOR.	0.2	\$39.00
1/26/2026	WAS	REVIEW CURRENT LANDSCAPE AGREEMENT AND ADDENDUMS IN PREPARATION FOR NEW ADDENDUM TO ADDRESS MEASURES FOR FREEZING TEMPERATURES.	0.2	\$67.00

SERVICES

Date	Person	Description of Services	Hours	Amount
1/26/2026	MS	REVIEW CLIENT FILE AND COMPILE ALL LANDSCAPE AGREEMENT AND ADDENDUMS IN PREPARATION TO PREPARE ADDENDUM TO ACCOUNT FOR FREEZING TEMPERATURES; REVIEW AGENDAS TO CONFIRM IF ADDENDUMS HAVE BEEN RATIFIED.	0.3	\$58.50
1/27/2026	JMV	REVIEW EMAIL FROM J. COOPER; REVIEW PROPOSED CONTRACT ADDENDUM.	0.3	\$121.50
1/27/2026	WAS	COMMUNICATIONS WITH DISTRICT MANAGEMENT STAFF REGARDING EXECUTED LANDSCAPE MAINTENANCE AGREEMENT.	0.2	\$67.00
1/27/2026	MS	REVIEW CLIENT FILE TO CONFIRM IF ALL PLATS AND RECORDED DEEDS CONVEYING TRACTS TO DISTRICT ARE IN SYSTEM; PULL ALL PLATS AND DEEDS CONVEYING COMMON AREA TRACTS FROM OFFICIAL RECORDS.	0.4	\$78.00
1/28/2026	WAS	REVIEW STATUS OF CONVEYANCES TO DISTRICT.	0.2	\$67.00
1/28/2026	MS	RECEIVE AND PROCESS EXECUTED LANDSCAPE AGREEMENTS AND ADDENDUMS; REVIEW SAME FOR ANY LANGUAGE PERTAINING TO FREEZING TEMPERATURE PROCEDURES AND ANTI-HUMAN TRAFFICKING; REVIEW STATUS OF COMMON AREA TRACT CONVEYANCE WITH DISTRICT ATTORNEY.	1.0	\$195.00
1/30/2026	KCH	REVIEW AGENDA PACKAGE.	0.4	\$150.00
Total Professional Services			7.8	\$2,244.00

February 28, 2026
Client: 001541
Matter: 000001
Invoice #: 27968

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Total Services	\$2,244.00	
Total Disbursements	\$0.00	
Total Current Charges		\$2,244.00
Previous Balance		\$4,793.50
<i>Less Payments</i>		<i>(\$4,793.50)</i>
PAY THIS AMOUNT		\$2,244.00

Please Include Invoice Number on all Correspondence



Tree Farm 2
 DBA Cornerstone Solutions Group
 Tax ID: 61-1632592
 14620 Bellamy Brothers Blvd
 Dade City
 FL 33525
 866-617-2235

Bill To

Balm Grove Development, LLC
 111 S Armenia Ave. Suite 201
 Tampa, FL 33609
 US

Invoice 10-302859	Mar 1, 2026
Service Agreement	SA1037
Payment Terms	Net 30
Total Due	\$9,622.00
Due Date	Mar 31, 2026

CUSTOMER NAME	PROPERTY NAME	PROPERTY ADDRESS
Balm Grove Development, LLC	BGD4299 - Balm East Amentity Center	13422 New Jade Ave Wimauma, FL 33598
AUTHORIZED BY	CUSTOMER WO	NTE

Invoice Summary

Service Agreement: SA1037 - Balm Grove - General
 Monthly Contracted Landscape Maintenance Services,
 Services include Irrigation Management,
 Services include Fert & Pest Control Program

Subtotal	\$9,622.00
Service Fees	\$0.00
Discount	\$0.00
Subtotal After Discount/Fees	\$9,622.00
Taxable Subtotal	\$0.00
Sales Tax Rate	0%
Tax Amount	\$0.00
Total	\$9,622.00
Amount Paid	\$0.00
Balance	\$9,622.00



Tree Farm 2
 DBA Cornerstone Solutions Group
 Tax ID: 61-1632592
 14620 Bellamy Brothers Blvd
 Dade City
 FL 33525
 866-617-2235

Bill To

Balm Grove Development, LLC
 111 S Armenia Ave. Suite 201
 Tampa, FL 33609
 US

Invoice 10-302860	Mar 1, 2026
Service Agreement	SA1036
Payment Terms	Net 30
Total Due	\$2,633.00
Due Date	Mar 31, 2026

CUSTOMER NAME	PROPERTY NAME	PROPERTY ADDRESS
Balm Grove Development, LLC	BGD4299 - Balm East Amentity Center	13422 New Jade Ave Wimauma, FL 33598
AUTHORIZED BY	CUSTOMER WO	NTE

Invoice Summary

Service Agreement: SA1036 - Balm Grove - Ponds only
 Monthly Contracted Landscape Maintenance Services.
 Services include General Maintenance added on 3 Ponds area \$2633.00

Subtotal	\$2,633.00
Service Fees	\$0.00
Discount	\$0.00
Subtotal After Discount/Fees	\$2,633.00
Taxable Subtotal	\$0.00
Sales Tax Rate	0%
Tax Amount	\$0.00
Total	\$2,633.00
Amount Paid	\$0.00
Balance	\$2,633.00



BALM GROVE COMMUNITY DEVELOPMENT
 15110 BALM WIMAUMA RD
 WIMAUMA, FL 33598

Statement Date: February 17, 2026

Amount Due: \$4,390.69

Due Date: March 10, 2026

Account #: 221009478571

DO NOT PAY. Your account will be drafted on March 10, 2026

Account Summary

Current Service Period: January 14, 2026 - February 11, 2026

Previous Amount Due \$8,584.13

Payment(s) Received Since Last Statement -\$8,584.13

Current Month's Charges \$4,390.69

Amount Due by March 10, 2026 \$4,390.69

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



Scan here to view your account online.



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

Account #: 221009478571

Due Date: March 10, 2026

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: \$4,390.69

Payment Amount: \$ _____

698296779985

Your account will be drafted on March 10, 2026

BALM GROVE COMMUNITY DEVELOPMENT
 2005 PAN AM CIR, STE 300
 TAMPA, FL 33607-6008

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

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

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Service For:
15110 BALM WIMAUMA RD
WIMAUMA, FL 33598

Account #: 221009478571
Statement Date: February 17, 2026
Charges Due: March 10, 2026

Service Period: Jan 14, 2026 - Feb 11, 2026

Rate Schedule: Lighting Service

Charge Details

⚡ Electric Charges		
Lighting Service Items LS-1 (Bright Choices) for 29 days		
Lighting Energy Charge	1822 kWh @ \$0.03411/kWh	\$62.15
Fixture & Maintenance Charge	94 Fixtures	\$1552.19
Lighting Pole / Wire	94 Poles	\$2675.73
Lighting Fuel Charge	1822 kWh @ \$0.03452/kWh	\$62.90
Storm Protection Charge	1822 kWh @ \$0.00574/kWh	\$10.46
Clean Energy Transition Mechanism	1822 kWh @ \$0.00043/kWh	\$0.78
Storm Surcharge	1822 kWh @ \$0.01230/kWh	\$22.41
Florida Gross Receipt Tax		\$4.07
Lighting Charges		\$4,390.69

Total Current Month's Charges **\$4,390.69**

Important Messages

Quarterly Fuel Source Update

Tampa Electric's fuel mix for the 12-month period ending December 2025 includes 78% natural gas, 11% solar, 11% purchased power and 0% coal.

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

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- Mail A Check**
Payments:
TECO
P.O. Box 31318
Tampa, FL 33631-3318
Mail your payment in the enclosed envelope.
- 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**
- All Other Correspondences:**
Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Contact Us

- Online:** TampaElectric.com
- Phone:** **Commercial Customer Care:** 866-832-6249
Residential Customer Care: 813-223-0800 (Hillsborough)
863-299-0800 (Polk County)
888-223-0800 (All Other Counties)
- Hearing Impaired/TTY:** 7-1-1
- Power Outage:** 877-588-1010
- Energy-Saving Programs:** 813-275-3909

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



BALM GROVE COMMUNITY DEVELOPMENT
 12974 VIOLET FLAME AVE
 WIMAUMA, FL 33598

Statement Date: February 17, 2026

Amount Due: \$182.26

Due Date: March 10, 2026

Account #: 221009453830

DO NOT PAY. Your account will be drafted on March 10, 2026

Account Summary

Current Service Period: January 14, 2026 - February 11, 2026	
Previous Amount Due	\$646.26
Payment(s) Received Since Last Statement	-\$646.26
Current Month's Charges	\$182.26
Amount Due by March 10, 2026	\$182.26

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

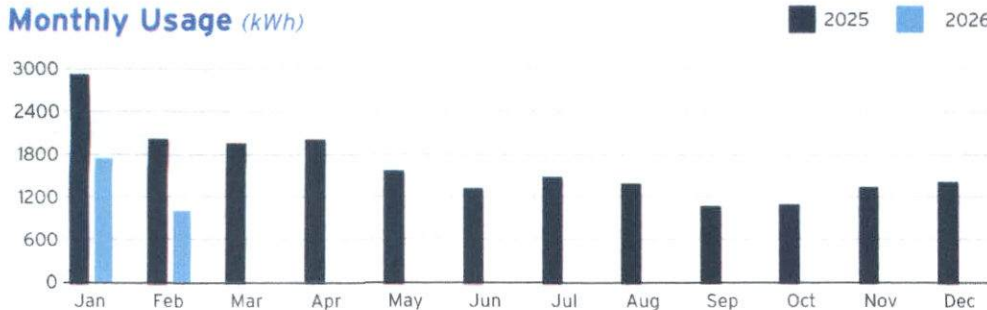
Your Energy Insight

- Your average daily kWh used was **49.28% lower** than the same period last year.
- Your average daily kWh used was **33.96% lower** than it was in your previous period.



Scan here to view your account online.

Monthly Usage (kWh)

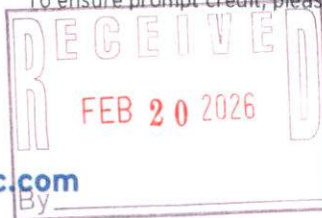


Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com

An Audit You'll Love
 Our certified experts can uncover ways to save you energy and money.
TampaElectric.com/BizSave



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



Account #: 221009453830

Due Date: March 10, 2026

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: \$182.26

Payment Amount: \$ _____

698296779982

Your account will be drafted on March 10, 2026

BALM GROVE COMMUNITY DEVELOPMENT
 2005 PAN AM CIR, STE 300
 TAMPA, FL 33607-6008

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

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

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Service For:
12974 VIOLET FLAME AVE
WIMAUMA, FL 33598

Account #: 221009453830
Statement Date: February 17, 2026
Charges Due: March 10, 2026

Meter Read

Meter Location: IRR WELL

Service Period: Jan 14, 2026 - Feb 11, 2026

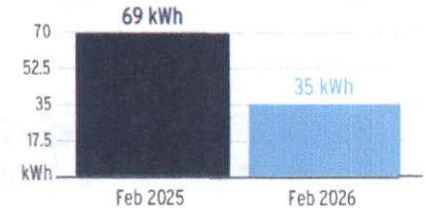
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	- Previous Reading	= Total Used	Multiplier	Billing Period
1000853590	02/11/2026	22,481	21,479	1,002 kWh	1	29 Days

Charge Details

Electric Charges		
Daily Basic Service Charge	29 days @ \$0.66000	\$19.14
Energy Charge	1,002 kWh @ \$0.09202/kWh	\$92.20
Fuel Charge	1,002 kWh @ \$0.03516/kWh	\$35.23
Storm Protection Charge	1,002 kWh @ \$0.00568/kWh	\$5.69
Clean Energy Transition Mechanism	1,002 kWh @ \$0.00418/kWh	\$4.19
Storm Surcharge	1,002 kWh @ \$0.02121/kWh	\$21.25
Florida Gross Receipt Tax		\$4.56
Electric Service Cost		\$182.26

Avg kWh Used Per Day



Important Messages

Quarterly Fuel Source Update
Tampa Electric's fuel mix for the 12-month period ending December 2025 includes 78% natural gas, 11% solar, 11% purchased power and 0% coal.

Total Current Month's Charges \$182.26

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TECO
P.O. Box 31318
Tampa, FL 33631-3318
Mail your payment in the enclosed envelope.
- 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**
- All Other Correspondences:**
Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

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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

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BALM GROVE COMMUNITY DEVELOPMENT
BALM GROVE W PH 2
WIMAUMA, FL 33598

Statement Date: February 17, 2026

Amount Due: \$1,492.08

Due Date: March 10, 2026

Account #: 211031840005

DO NOT PAY. Your account will be drafted on March 10, 2026

Account Summary

Current Service Period: January 14, 2026 - February 11, 2026	
Previous Amount Due	\$2,950.76
Payment(s) Received Since Last Statement	-\$2,950.76
Current Month's Charges	\$1,492.08
Amount Due by March 10, 2026	\$1,492.08

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



Scan here to view your account online.



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



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

Account #: 211031840005

Due Date: March 10, 2026

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: \$1,492.08

Payment Amount: \$ _____

615582160237

Your account will be drafted on March 10, 2026

BALM GROVE COMMUNITY DEVELOPMENT
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-6008

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

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

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Service For:
BALM GROVE W PH 2
WIMAUMA, FL 33598

Account #: 211031840005
Statement Date: February 17, 2026
Charges Due: March 10, 2026

Service Period: Jan 14, 2026 - Feb 11, 2026

Rate Schedule: Lighting Service

Charge Details

Important Messages

Quarterly Fuel Source Update
Tampa Electric's fuel mix for the 12-month period ending December 2025 includes 78% natural gas, 11% solar, 11% purchased power and 0% coal.

Electric Charges		
Lighting Service Items LS-1 (Bright Choices) for 29 days		
Lighting Energy Charge	608 kWh @ \$0.03411/kWh	\$20.74
Fixture & Maintenance Charge	32 Fixtures	\$531.52
Lighting Pole / Wire	32 Poles	\$906.24
Lighting Fuel Charge	608 kWh @ \$0.03452/kWh	\$20.99
Storm Protection Charge	608 kWh @ \$0.00574/kWh	\$3.49
Clean Energy Transition Mechanism	608 kWh @ \$0.00043/kWh	\$0.26
Storm Surcharge	608 kWh @ \$0.01230/kWh	\$7.48
Florida Gross Receipt Tax		\$1.36
Lighting Charges		\$1,492.08

Total Current Month's Charges \$1,492.08

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Tampa Electric
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Tampa, FL 33601-0111

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- Energy-Saving Programs:** 813-275-3909

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BALM GROVE COMMUNITY DEVELOPMENT
 BALM GROVE W PH 1
 WIMAUMA, FL 33598

Statement Date: February 17, 2026

Amount Due: \$3,310.53

Due Date: March 10, 2026

Account #: 211031805164

DO NOT PAY. Your account will be drafted on March 10, 2026

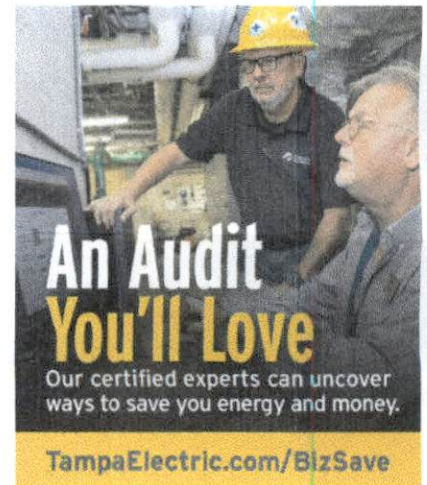
Account Summary

Current Service Period: January 14, 2026 - February 11, 2026	
Previous Amount Due	\$6,548.85
Payment(s) Received Since Last Statement	-\$6,548.85
Current Month's Charges	\$3,310.53
Amount Due by March 10, 2026	\$3,310.53

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



Scan here to view your account online.



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

Account #: 211031805164

Due Date: March 10, 2026

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: \$3,310.53

Payment Amount: \$ _____

615582160236

Your account will be drafted on March 10, 2026

BALM GROVE COMMUNITY DEVELOPMENT
 2005 PAN AM CIR, STE 300
 TAMPA, FL 33607-6008

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

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

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Service For:
BALM GROVE W PH 1
WIMAUMA, FL 33598

Account #: 211031805164
Statement Date: February 17, 2026
Charges Due: March 10, 2026

Service Period: Jan 14, 2026 - Feb 11, 2026

Rate Schedule: Lighting Service

Charge Details

Important Messages

Quarterly Fuel Source Update

Tampa Electric's fuel mix for the 12-month period ending December 2025 includes 78% natural gas, 11% solar, 11% purchased power and 0% coal.

Electric Charges		
Lighting Service Items LS-1 (Bright Choices) for 29 days		
Lighting Energy Charge	1349 kWh @ \$0.03411/kWh	\$46.01
Fixture & Maintenance Charge	71 Fixtures	\$1179.31
Lighting Pole / Wire	71 Poles	\$2010.72
Lighting Fuel Charge	1349 kWh @ \$0.03452/kWh	\$46.57
Storm Protection Charge	1349 kWh @ \$0.00574/kWh	\$7.74
Clean Energy Transition Mechanism	1349 kWh @ \$0.00043/kWh	\$0.58
Storm Surcharge	1349 kWh @ \$0.01230/kWh	\$16.59
Florida Gross Receipt Tax		\$3.01
Lighting Charges		\$3,310.53

Total Current Month's Charges \$3,310.53

0000029-0000294-Page 12 of 26

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

Ways To Pay Your Bill

- Bank Draft**
 Visit TECOaccount.com for free recurring or one time payments via checking or savings account.
- In-Person**
 Find list of Payment Agents at TampaElectric.com
- Mail A Check**
Payments:
 TECO
 P.O. Box 31318
 Tampa, FL 33631-3318
 Mail your payment in the enclosed envelope.
- 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**
- All Other Correspondences:**
 Tampa Electric
 P.O. Box 111
 Tampa, FL 33601-0111

Contact Us

- Online:** TampaElectric.com
- Phone:** **866-832-6249**
- Commercial Customer Care:** 863-299-0800 (Polk County)
- Residential Customer Care:** 813-223-0800 (Hillsborough)
- 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.



BALM GROVE COMMUNITY DEVELOPMENT
 11480 COUNTY ROAD 672, PMP
 RIVERVIEW, FL 33579

Statement Date: February 16, 2026

Amount Due: \$180.80

Due Date: March 09, 2026

Account #: 221009210867

DO NOT PAY. Your account will be drafted on March 09, 2026

Your Energy Insight



Your average daily kWh used was **17.07% lower** than the same period last year.



Your average daily kWh used was **13.33% higher** than it was in your previous period.

Account Summary

Current Service Period: January 13, 2026 - February 10, 2026	
Previous Amount Due	\$345.75
Payment(s) Received Since Last Statement	-\$345.75
Current Month's Charges	\$180.80
Amount Due by March 09, 2026	\$180.80

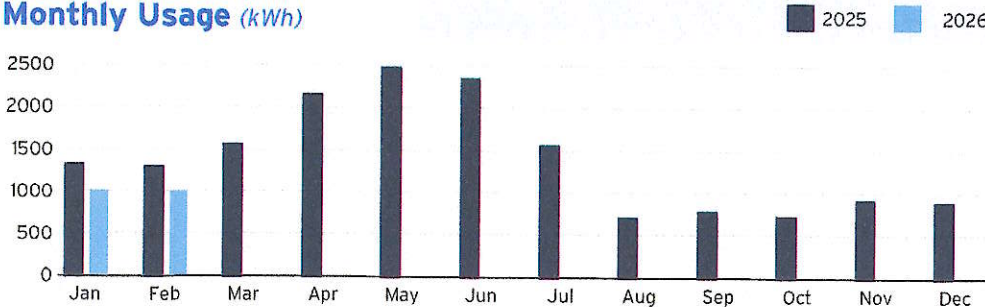
Amount not paid by due date may be assessed a late payment charge and an additional deposit.



Scan here to view your account online.

00004250-0009482-Page 1 of 4

Monthly Usage (kWh)



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

An Audit You'll Love
 Our certified experts can uncover ways to save you energy and money.
TampaElectric.com/BizSave

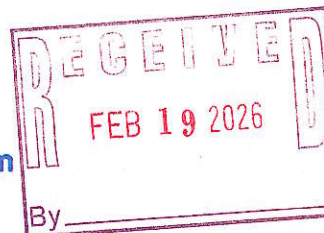


To ensure prompt credit, please return stub portion of this bill with your payment.

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.



Account #: 221009210867

Due Date: March 09, 2026

Amount Due: \$180.80

Payment Amount: \$ _____

627927788850

Your account will be drafted on March 09, 2026

00004250 FTECO102162623532310 00000 02 01000000 11170 002
BALM GROVE COMMUNITY DEVELOPMENT
 2005 PAN AM CIR, STE 300
 TAMPA, FL 33607-6008

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

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



Service For:
11480 COUNTY ROAD 672
PMP, RIVERVIEW, FL 33579

Account #: 221009210867
Statement Date: February 16, 2026
Charges Due: March 09, 2026

Meter Read

Meter Location: BOOSTER PUMP

Service Period: Jan 13, 2026 - Feb 10, 2026

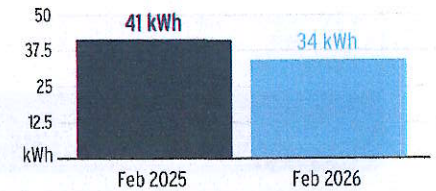
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	Total Used	Multiplier	Billing Period
1000852833	02/10/2026	30,795	29,802	993 kWh	1	29 Days

Charge Details

Electric Charges		
Daily Basic Service Charge	29 days @ \$0.66000	\$19.14
Energy Charge	993 kWh @ \$0.09202/kWh	\$91.38
Fuel Charge	993 kWh @ \$0.03516/kWh	\$34.91
Storm Protection Charge	993 kWh @ \$0.00568/kWh	\$5.64
Clean Energy Transition Mechanism	993 kWh @ \$0.00418/kWh	\$4.15
Storm Surcharge	993 kWh @ \$0.02121/kWh	\$21.06
Florida Gross Receipt Tax		\$4.52
Electric Service Cost		\$180.80

Avg kWh Used Per Day



Important Messages

Quarterly Fuel Source Update
Tampa Electric's fuel mix for the 12-month period ending December 2025 includes 78% natural gas, 11% solar, 11% purchased power and 0% coal.

Total Current Month's Charges

\$180.80

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- Energy-Saving Programs:** 813-275-3909

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Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Balm Grove CDD

Board Meeting Date: March 05, 2026

Name	In Attendance Please X	Paid
1 Carlos de la Ossa	X	ÁGEEÁ
2 Nick Dister	X	ÁGEEÁ
3 Ryan Motko	X	ÁGEEÁ
4 Kelly Evans	X	ÁGEEÁ
5 Albert Viera	X	ÁGEEÁ

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Jayna Cooper
District Manager Signature

March 05, 2026
Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE****

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for
BOARD OF SUPERVISORS

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Board Meeting Date: March 05, 2026

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Jayna Cooper
District Manager Signature

March 05, 2026
Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE****



Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
(281) 578-4200

Client ID Number	
-------------------------	--

Invoice Number	1165574
Invoice Date	3/3/2026
Due Date	4/2/2026

To: Balm Grove CDD
2005 Pan Am Cir, Ste 300

Tampa, FL 33607-6008

Service Description	Total
Maintenance Services	\$150.00

Subtotal	\$150.00
Sales Tax	\$0.00
Total	\$150.00

Please Pay This Amount

Remit To: Inframark, LLC, P.O. Box 733778, Dallas, Texas 75373-3778

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

To Pay via ACH or Wire, please refer to our banking information below:

Account Name : INFRAMARK, LLC

ACH - Bank Routing Number : 111000614 / Account Number 912593196

Wire - Bank Routing Number : 021000021 / SWIFT Code : CHASUS33 / Account Number: 912593196

Please include the Project ID and the Invoice Number on the check stub of your payment.

INFRAMARK, LLC

03 Mar 2026 04:01:57PM CST

DISTRICT : BALM GROVE CDD

Go Green! Think before you print.

INVOICE NO. 1165574 - DETAIL

INVOICE DATE: 3/3/2026

Work Type / Sub Category	Date Complete	WO Number	Address	Task Details	Equipment Costs	Labor Costs	Materials/Other Service Costs	Sales Tax Total	Total Costs	B/C
IMS Billable Work Order										
General Maintenance & Repairs										
	2/27/2026	4471104	BGRCDD District Area	General Porter Service; Empty two trash cans twice a week. Includes disposal and new bags.	\$0.00	\$0.00	\$150.00	\$0.00	\$150.00	N
				General Maintenance & Repairs Total	\$0.00	\$0.00	\$150.00	\$0.00	\$150.00	
				BWO Total	\$0.00	\$0.00	\$150.00	\$0.00	\$150.00	
				Invoice Total	\$0.00	\$0.00	\$150.00	\$0.00	\$150.00	

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Approved for payment:

Jayna Cooper
District Manager Signature

March 05, 2026
Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE****



Tree Farm 2
 DBA Cornerstone Solutions Group
 Tax ID: 61-1632592
 14620 Bellamy Brothers Blvd
 Dade City
 FL 33525
 866-617-2235

Bill To

Balm Grove Development, LLC
 111 S Armenia Ave. Suite 201
 Tampa, FL 33609

Invoice 10-303041	Feb 28, 2026
Payment Terms	Net 30
Total Due	\$725.00
Due Date	Mar 30, 2026

CUSTOMER NAME

Balm Grove Development, LLC

PROPERTY NAME

Balm Grove Community Development District

PROPERTY ADDRESS

4348 Topaz Blue Street
 Wimauma, FL 33598

AUTHORIZED BY

CUSTOMER WO

NTE

Invoice Summary

Labor

Date	Labor Name	Description	Taxable	Hours	Rate	Price Subtotal
Feb 13, 2026	Generic Irrigation Labor	Labor Repair Irrigation 2/13/26	No	3	\$75.00	\$225.00
Feb 13, 2026	Generic Irrigation Material	Parts Used Below HUNTER ICV VALVE 2" QTY 1 \$400.00 \$400.00 2" MALE ADAPTER QTY 2 \$5.00 \$10.00 DRIP COUPLING QTY 8 \$5.00 \$40.00 6" POP UP SPRAY QTY 2 \$20.00 \$40.00 NOZZLES QTY 2 \$5.00 \$10.00	No	1	\$500.00	\$500.00
				4		\$725.00

Subtotal	\$725.00
Service Fees	\$0.00
Discount	\$0.00
Subtotal After Discount/Fees	\$725.00
Taxable Subtotal	\$0.00
Sales Tax Rate	\$0.00
Tax Amount	\$725.00
Total	\$0.00
Amount Paid	\$725.00
Balance	



Tree Farm 2
 DBA Cornerstone Solutions Group
 Tax ID: 61-1632592
 14620 Bellamy Brothers Blvd
 Dade City
 FL 33525
 866-617-2235

Bill To

Balm Grove Development, LLC
 111 S Armenia Ave. Suite 201
 Tampa, FL 33609

Invoice 10-303821	Mar 13, 2026
Payment Terms	Net 30
Total Due	\$220.00
Due Date	Apr 12, 2026

CUSTOMER NAME

Balm Grove Development, LLC

PROPERTY NAME

Balm Grove Community Development District

PROPERTY ADDRESS

4348 Topaz Blue Street
 Wimauma, FL 33598

AUTHORIZED BY

CUSTOMER WO

NTE

Labor

Date	Labor Name	Description	Taxable	Hours	Rate	Price Subtotal
Mar 10, 2026	Generic Irrigation Labor	4348 Ben Topaz Blue Street Irrigation Repair Labor	No	2	\$75.00	\$150.00
Mar 10, 2026	Generic Irrigation Material	6" POP UP SPRAYS□□□□□	No	2	\$20.00	\$40.00
Mar 10, 2026	Generic Irrigation Material	NOZZLES□□□□□	No	6	\$5.00	\$30.00
				10		\$220.00

Subtotal	\$220.00
Service Fees	\$0.00
Discount	\$0.00
Subtotal After Discount/Fees	\$220.00
Taxable Subtotal	\$0.00
Sales Tax Rate	\$0.00
Tax Amount	\$220.00
Total	\$0.00
Amount Paid	\$220.00
Balance	

***Balm Grove
Community
Development
District***

Financial Report

March 31, 2026

CLEAR PARTNERSHIPS



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of March 31, 2026

(In Whole Numbers)

ACCOUNT DESCRIPTION	SERIES 2022					TOTAL
	GENERAL FUND	SERIES 2022 DEBT SERVICE FUND	CAPITAL PROJECTS FUND	GENERAL FIXED ASSETS FUND	GENERAL LONG-TERM DEBT FUND	
ASSETS						
Cash - Operating Account	\$ 172,985	\$ -	\$ -	\$ -	\$ -	\$ 172,985
Accounts Receivable - Off Roll	-	576,178	-	-	-	576,178
Due From Other Funds	-	2,751	-	-	-	2,751
Investments:						
Acq. & Const. (Offsite Project)	-	-	145	-	-	145
Acq. & Construction - Amenity	-	-	580,712	-	-	580,712
Acquisition & Construction Account	-	-	4	-	-	4
Other	-	-	232,279	-	-	232,279
Reserve Fund	-	612,808	-	-	-	612,808
Revenue Fund	-	1,046,923	-	-	-	1,046,923
Fixed Assets						
Construction Work In Process	-	-	-	22,205,191	-	22,205,191
Amount To Be Provided	-	-	-	-	19,485,000	19,485,000
TOTAL ASSETS	\$ 172,985	\$ 2,238,660	\$ 813,140	\$ 22,205,191	\$ 19,485,000	\$ 44,914,976
LIABILITIES						
Accounts Payable	\$ 13,742	\$ -	\$ -	\$ -	\$ -	\$ 13,742
Bonds Payable	-	-	-	-	19,485,000	19,485,000
Due To Other Funds	2,751	-	-	-	-	2,751
TOTAL LIABILITIES	16,493	-	-	-	19,485,000	19,501,493
FUND BALANCES						
Restricted for:						
Debt Service	-	2,238,660	-	-	-	2,238,660
Capital Projects	-	-	813,140	-	-	813,140
Unassigned:	156,492	-	-	22,205,191	-	22,361,683
TOTAL FUND BALANCES	156,492	2,238,660	813,140	22,205,191	-	25,413,483
TOTAL LIABILITIES & FUND BALANCES	\$ 172,985	\$ 2,238,660	\$ 813,140	\$ 22,205,191	\$ 19,485,000	\$ 44,914,976

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 1,759	\$ 1,759	0.00%
Special Assmnts- Tax Collector	-	203,889	203,889	0.00%
Special Assmnts- CDD Collected	532,260	192,420	(339,840)	36.15%
TOTAL REVENUES	532,260	398,068	(134,192)	74.79%
<u>EXPENDITURES</u>				
<u>Administration</u>				
Supervisor Fees	12,000	5,800	6,200	48.33%
ProfServ-Dissemination Agent	5,000	4,000	1,000	80.00%
ProfServ-Field Management	18,000	9,000	9,000	50.00%
ProfServ-Info Technology	600	600	-	100.00%
ProfServ-Recording Secretary	4,500	2,250	2,250	50.00%
ProfServ-Trustee Fees	6,500	-	6,500	0.00%
Assessment Roll	5,000	2,500	2,500	50.00%
District Counsel	15,000	12,739	2,261	84.93%
District Engineer	12,500	3,833	8,667	30.66%
Administrative Services	5,500	-	5,500	0.00%
District Management	25,000	15,250	9,750	61.00%
Accounting Services	12,000	6,000	6,000	50.00%
Auditing Services	6,000	4,900	1,100	81.67%
Website Compliance	1,800	-	1,800	0.00%
Postage, Phone, Faxes, Copies	500	122	378	24.40%
Rentals & Leases	1,200	600	600	50.00%
Insurance - General Liability	3,597	-	3,597	0.00%
Public Officials Insurance	3,444	-	3,444	0.00%
Insurance -Property & Casualty	20,000	6,850	13,150	34.25%
Legal Advertising	4,000	2,069	1,931	51.73%
Bank Fees	200	1,622	(1,422)	811.00%
Misc-Ad Valorem Taxes	-	2,739	(2,739)	0.00%
Website Administration	1,200	1,200	-	100.00%
Miscellaneous Expenses	250	2	248	0.80%
Office Supplies	100	-	100	0.00%
Dues, Licenses, Subscriptions	250	175	75	70.00%
Total Administration	164,141	82,251	81,890	50.11%
<u>Utility Services</u>				
Utility - Electric	6,035	2,587	3,448	42.87%
Utility - StreetLights	65,484	60,361	5,123	92.18%
Total Utility Services	71,519	62,948	8,571	88.02%

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>Other Physical Environment</u>				
ProfServ-Wildlife Management Service	6,400	-	6,400	0.00%
Contracts-Landscape	134,000	61,275	72,725	45.73%
Contracts-Aquatic Control	16,200	21,000	(4,800)	129.63%
ROW Landscape Maintenance	25,000	1,200	23,800	4.80%
Other Landscape R&M	25,000	-	25,000	0.00%
Irrigation Repairs & Maintenance	12,500	1,670	10,830	13.36%
Picnic R&M	2,500	-	2,500	0.00%
Hurricane Cleanup	35,000	-	35,000	0.00%
General Contingency	20,000	-	20,000	0.00%
Playground R&M	10,000	-	10,000	0.00%
Total Other Physical Environment	286,600	85,145	201,455	29.71%
<u>Parks and Recreation</u>				
Misc-Contingency	10,000	550	9,450	5.50%
Total Parks and Recreation	10,000	550	9,450	5.50%
TOTAL EXPENDITURES	532,260	230,894	301,366	43.38%
Excess (deficiency) of revenues				
Over (under) expenditures	-	167,174	167,174	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)		(10,682)		
FUND BALANCE, ENDING		\$ 156,492		

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026
Series 2022 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	\$ -	\$ 25,687	\$ 25,687	0.00%
Special Assmnts- Tax Collector	-	470,679	470,679	0.00%
Special Assmnts- CDD Collected	1,228,727	1,107,602	(121,125)	90.14%
TOTAL REVENUES	1,228,727	1,603,968	375,241	130.54%
<u>EXPENDITURES</u>				
<u>Debt Service</u>				
Principal Debt Retirement	834,234	440,000	394,234	52.74%
Interest Expense	387,084	394,234	(7,150)	101.85%
Total Debt Service	1,221,318	834,234	387,084	68.31%
TOTAL EXPENDITURES	1,221,318	834,234	387,084	68.31%
Excess (deficiency) of revenues Over (under) expenditures	7,409	769,734	762,325	10389.18%
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	7,409	-	(7,409)	0.00%
TOTAL FINANCING SOURCES (USES)	7,409	-	(7,409)	0.00%
Net change in fund balance	<u>\$ 7,409</u>	<u>\$ 769,734</u>	<u>\$ 747,507</u>	<u>10389.18%</u>
FUND BALANCE, BEGINNING (OCT 1, 2025)		1,468,926		
FUND BALANCE, ENDING		<u>\$ 2,238,660</u>		

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026
Series 2022 Capital Projects Fund (300)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 15,152	\$ 15,152	0.00%
TOTAL REVENUES	-	15,152	15,152	0.00%
<u>EXPENDITURES</u>				
<u>Construction In Progress</u>				
Construction in Progress	-	74,313	(74,313)	0.00%
Total Construction In Progress	-	74,313	(74,313)	0.00%
TOTAL EXPENDITURES	-	74,313	(74,313)	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	(59,161)	(59,161)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)		872,301		
FUND BALANCE, ENDING		<u>\$ 813,140</u>		

Bank Account Statement

Balm Grove CDD

Tuesday, April 7, 2026

Page 1

SRUDD

Bank Account No. 6637

Statement No. 26_03

Statement Date 03/31/2026

G/L Account No. 101001 Balance	172,984.72	Statement Balance	173,609.72
		Outstanding Deposits	0.00
Positive Adjustments	0.00		
Subtotal	172,984.72	Subtotal	173,609.72
Negative Adjustments	0.00	Outstanding Checks	-625.00
Ending G/L Balance	172,984.72	Ending Balance	172,984.72

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Adjustments							
Total Adjustments							
Outstanding Checks							
01/20/2026	Payment	1413	SPEAREM ENTERPRISES, LLC	Check for Vendor V00043			-225.00
03/11/2026	Payment	1448	NICHOLAS J. DISTER	Check for Vendor V00010			-200.00
03/11/2026	Payment	1449	RYAN MOTKO	Check for Vendor V00017			-200.00
Total Outstanding Checks							-625.00
Outstanding Deposits							
Total Outstanding Deposits							

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 03/01/2026 to 03/31/2026

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	1440	03/06/26	ECO-LOGIC SERVICES LLC	6296	FEB 2026-LAKE MAINTENANCE SVCS	Contracts-Aquatic Control	534067-53908	\$2,725.00
001	1441	03/06/26	INFRAMARK LLC	1165574	MAINTENANCE-EMPTY 2 TRASH CANS TWICE A WEEK	MAINTENANCE-EMPTY 2 TRASH CANS	549900-57201	\$150.00
001	1442	03/06/26	TREE FARM 2, INC.	10-302859	MAR 2026-LANDSCAPE MAINTENANCE	LANDSCAPE MAINTENANCE	534050-53908	\$9,622.00
001	1443	03/09/26	TREE FARM 2, INC.	10-303041	FEB 2026-IRRIGATION SERVICES	IRRIGATION REPAIRS	546179-53908	\$725.00
001	1444	03/11/26	ALBERTO VIERA	AV-030526	BOARD 03/05/26	Supervisor Fees	511100-51301	\$200.00
001	1445	03/11/26	CARLOS DE LA OSSA	CO-030526	BOARD 03/05/26	Supervisor Fees	511100-51301	\$200.00
001	1446	03/11/26	INFRAMARK LLC	173056	MAR 2026-DISTRICT INFRAMARK INVOICE	ACCOUNTING SERVICES	532001-51301	\$1,000.00
001	1446	03/11/26	INFRAMARK LLC	173056	MAR 2026-DISTRICT INFRAMARK INVOICE	DISSEMINATION SERVICES	531012-51301	\$416.67
001	1446	03/11/26	INFRAMARK LLC	173056	MAR 2026-DISTRICT INFRAMARK INVOICE	DISTRICT MANAGEMENT	531151-51301	\$2,541.67
001	1446	03/11/26	INFRAMARK LLC	173056	MAR 2026-DISTRICT INFRAMARK INVOICE	FIELD MANAGEMENT	531016-51301	\$1,500.00
001	1446	03/11/26	INFRAMARK LLC	173056	MAR 2026-DISTRICT INFRAMARK INVOICE	TECHNOLOGY/DATA STORAGE	531020-51301	\$100.00
001	1446	03/11/26	INFRAMARK LLC	173056	MAR 2026-DISTRICT INFRAMARK INVOICE	WEBSITE MAINTENANCE/ADMIN	549936-51301	\$200.00
001	1446	03/11/26	INFRAMARK LLC	173056	MAR 2026-DISTRICT INFRAMARK INVOICE	RECORDING SECRETARY	531036-51301	\$375.00
001	1446	03/11/26	INFRAMARK LLC	173056	MAR 2026-DISTRICT INFRAMARK INVOICE	ASSESSMENT ROLL	531141-51301	\$416.67
001	1446	03/11/26	INFRAMARK LLC	173056	MAR 2026-DISTRICT INFRAMARK INVOICE	RECORD STORAGE FEE	544025-51301	\$100.00
001	1447	03/11/26	KELLY A EVANS	KE-030526	BOARD 03/05/26	Supervisor Fees	511100-51301	\$200.00
001	1448	03/11/26	NICHOLAS J. DISTER	ND-030526	BOARD 03/05/26	Supervisor Fees	511100-51301	\$200.00
001	1449	03/11/26	RYAN MOTKO	RM-030526	BOARD 03/05/26	Supervisor Fees	511100-51301	\$200.00
001	1450	03/11/26	STANTEC CONSULTING SERVICES INC	2532478	ENGINEERING SERVICES 02/24/26	ENGINEERING SERVICES	531147-51301	\$942.00
001	1451	03/11/26	TREE FARM 2, INC.	10-302860	MAR 2026-PONDS MAINTENANCE	PONDS ONLY MAINTENANCE	534050-53908	\$2,633.00
001	1452	03/19/26	INFRAMARK LLC	173893	FEB 2026-POSTAGE & COPIES	COPIES	541024-51301	\$1.65
001	1452	03/19/26	INFRAMARK LLC	173893	FEB 2026-POSTAGE & COPIES	POSTAGE	541024-51301	\$3.70
001	1453	03/20/26	STRALEY ROBIN VERICKER	28056	FEB 2026-DISTRICT COUNSEL THRU 02/28/26	PROFESSIONAL SERVICES	531146-51401	\$2,964.84
001	1453	03/20/26	STRALEY ROBIN VERICKER	27968	JAN 2026-DISTRICT COUNSEL THRU 01/31/26	District Counsel	531146-51401	\$2,244.00
001	1454	03/20/26	TREE FARM 2, INC.	10-303821	MAR 2026-IRRIGATION SERVICES	IRRIGATION SERVICES	546179-53908	\$220.00
001	300031	03/09/26	TECO	021626-10867-ACH	ELECTRIC 01/13/26-02/10/26	ELECTRIC	543041-53150	\$180.80
001	300032	03/10/26	TECO	021726-05164-ACH	STREETLIGHTS 01/14/26-02/11/26	STREETLIGHTS	543062-53150	\$3,310.53
001	300033	03/10/26	TECO	021726-78571-ACH	STREETLIGHTS 01/14/26-02/11/26	STREETLIGHTS	543062-53150	\$4,390.69
001	300034	03/10/26	TECO	021726-53830-ACH	ELECTRIC 01/14/26/02/11/26	ELECTRIC	543041-53150	\$182.26
001	300035	03/10/26	TECO	021726-40005-ACH	STREETLIGHTS 01/14/26-02/11/26	STREETLIGHTS	543062-53150	\$1,492.08
Fund Total								\$39,437.56

Total Checks Paid	\$39,437.56
--------------------------	--------------------



Balm Grove CDD

Field Inspection Report - April 2026

Thursday, April 16, 2026

Prepared For Board Of Supervisors

15 Items Identified



Long Nguyen

District Inspection Coordinator

Green – Indicates Item is in progress or completed.

Orange - Indicates Item is scheduled.

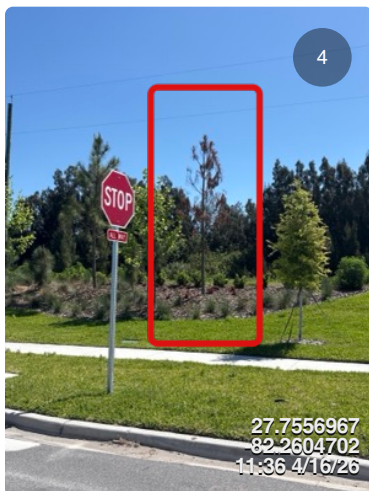
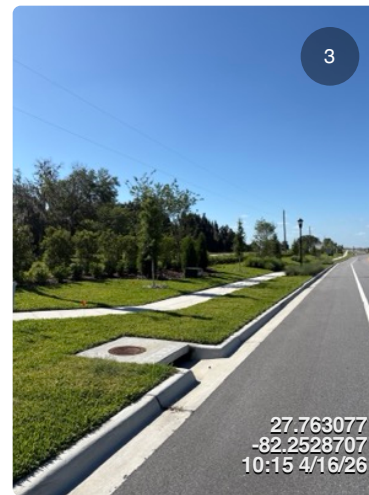
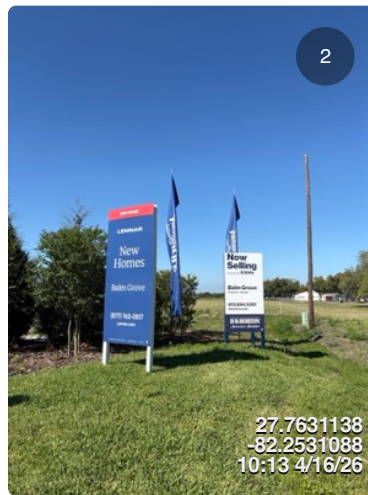
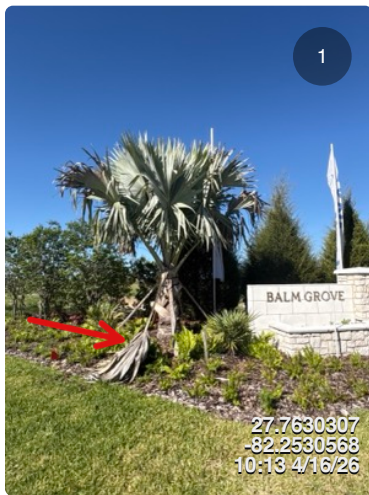
Red - Indicates Item has not been addressed by vendor.

Items 1 - CR 672/Shelley Ln. Entrance

Assigned To: Cornerstone

Frontage landscape is properly maintained. Previously damaged plants were recovering and showing evidence of new growth. Sale's signs are visible from all sides and clear from obstruction. Dead pine tree observed at the outbound side of the entrance.

- Please remove the dead palm frond at next service.
- Please prune the ferns of dead plant material to promote healthy growth.
- Please remove dead pine tree and replace if still under warrantee.

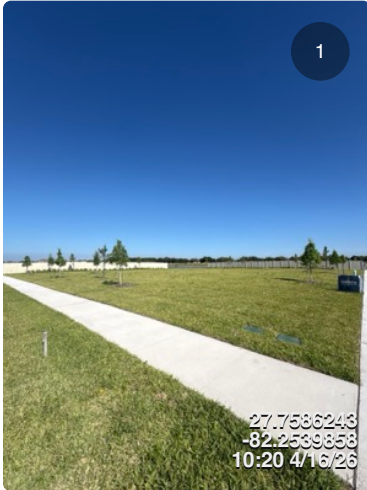


Items 2 - Everton Hill Ct. Park

Assigned To: Cornerstone

Park had not yet been serviced at time of inspection. The field needed to be mowed and details addressed.

- Please treat the crack weeds present.
- Please treat for weeds in the mulch beds.
- Please provide better edge definition to the garden beds.

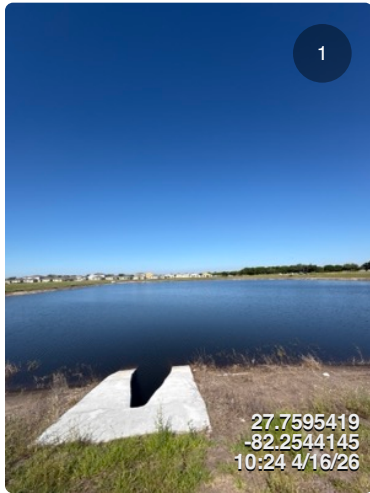


Items 3 - Pond NE-A

Assigned To: Cornerstone

Pond banks in Balm Grove East appear to have been neglected.

- Please service these areas per contract maintenance agreement.

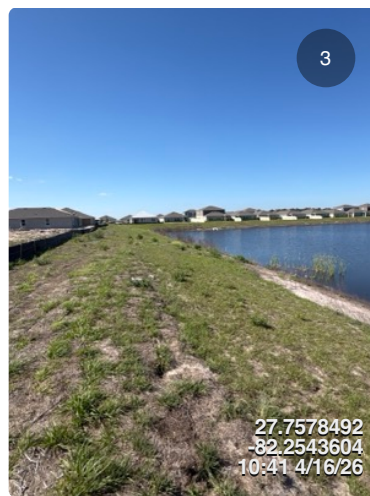
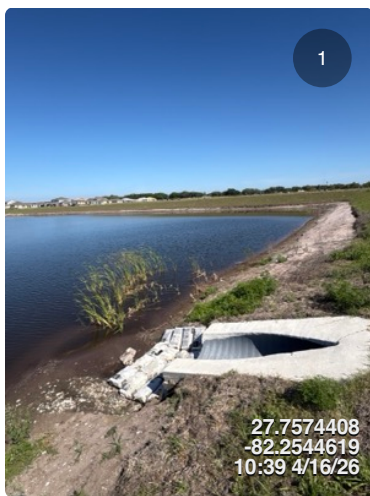


Items 4 - Pond NE-B

Assigned To: Cornerstone

Pond banks in Balm Grove East appear to have been neglected.

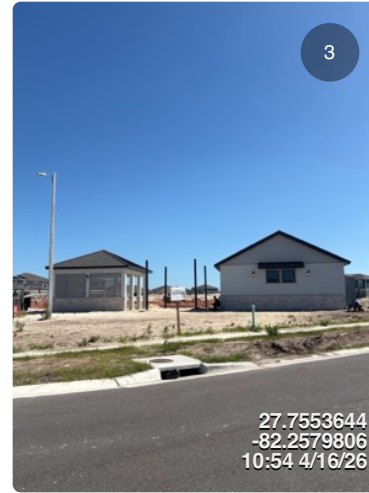
- Please service these areas per contract maintenance agreement.



Items 5 - Amenity Center

Assigned To: Board

Progress to the pool appears to be moving steadily.

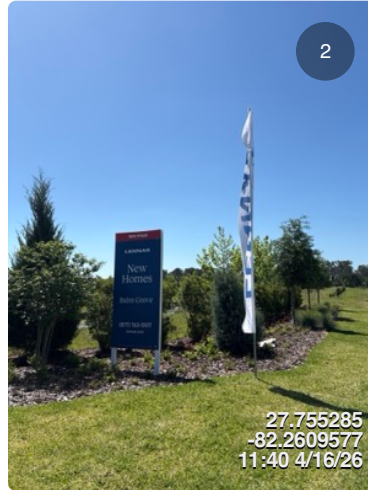
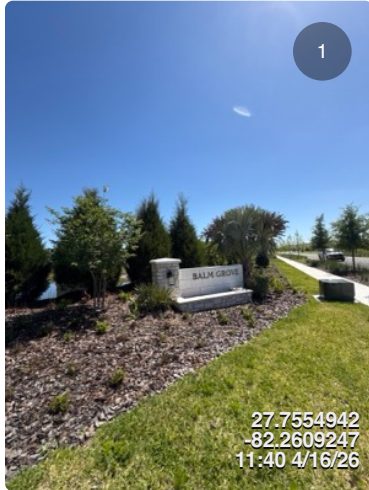


Items 6 - Balm Wimauma Rd./New Jade Ave. Entrance

Assigned To: Cornerstone

Frontage landscape is properly maintained. Previously damaged plants were recovering and showing evidence of new growth. Sale's signs are visible from all sides and clear from obstruction. Observed bad turf quality at the outbound side of the entrance.

- Please replace damaged turf with new sod.
- Please prune the ferns of dead plant material to promote healthy growth.



Items 7 - Pond NW

Assigned To: Eco Logic

Observed evidence of algae bloom.

- Please treat algae at next service.

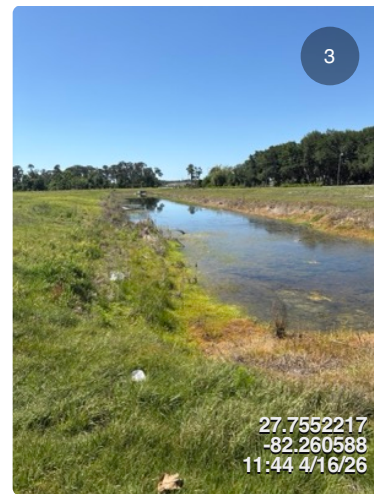
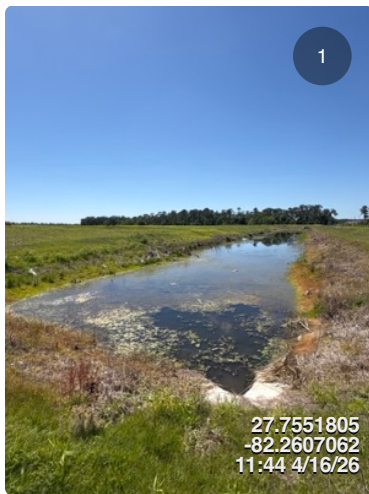


Items 8 - Pond SW

Assigned To: Eco Logic

Observed evidence of algae bloom.

- Please treat algae at next service.



Items 9 - Balm Rd./Topaz Blue St. Entrance

Assigned To: Cornerstone

Frontage landscape is properly maintained. Previously damaged plants were recovering and showing evidence of new growth. Annuals are thriving.

- Please prune the ferns of dead plant material to promote healthy growth.
- Please continue to cut back the copper plants.

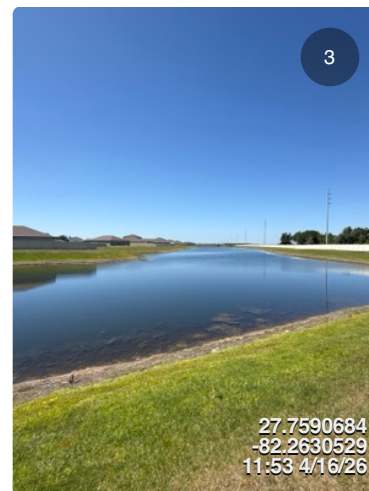
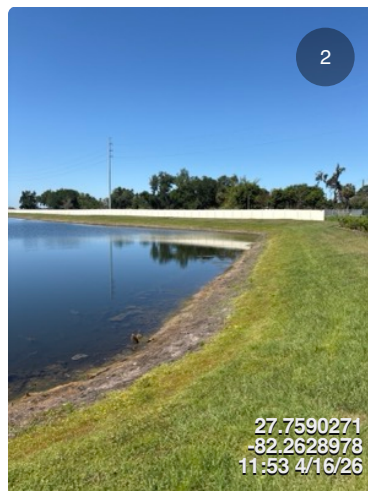
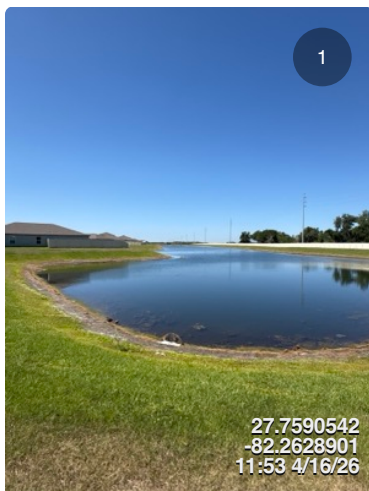


Items 10 - Pond 1A

Assigned To: Eco Logic

Observed evidence of algae bloom. Surrounding landscape is properly maintained.

- Please treat algae at next service.



Items 11 - Blue Pearl Ave. Park

Assigned To: Cornerstone

Main Park is properly maintained. Covered areas are clean. Garden beds look good.

Recommend mulch refresh to protect exposed irrigation lines.

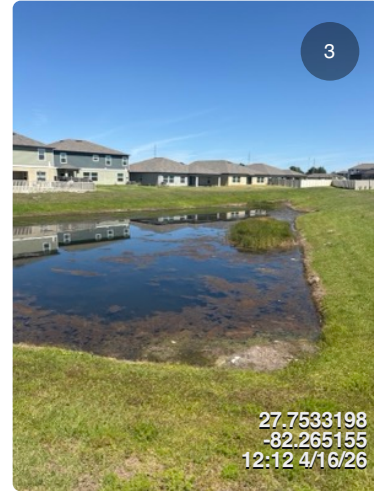
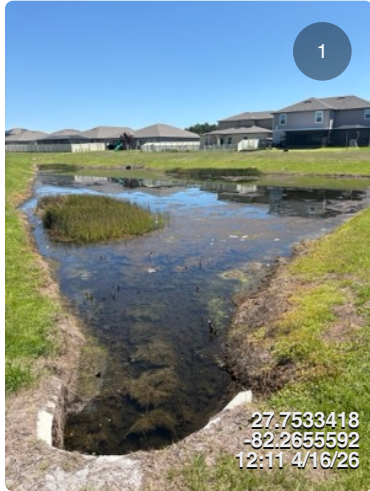


Items 12 - Pond 3A

Assigned To: Eco Logic

Observed evidence of algae bloom. Surrounding landscape is properly maintained.

- Please treat algae at next service.

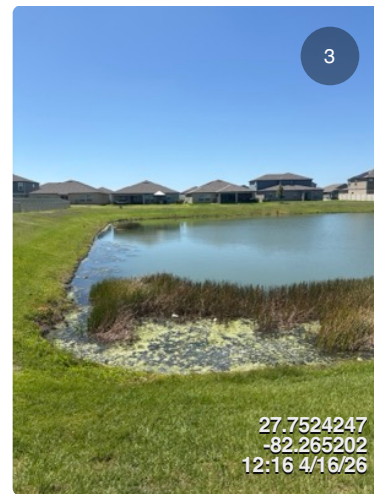
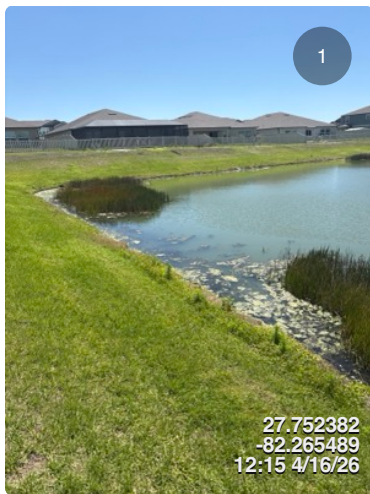


Items 13 - Pond 3B

Assigned To: Eco Logic

Observed evidence of algae bloom. Surrounding landscape is properly maintained.

- Please treat algae at next service.

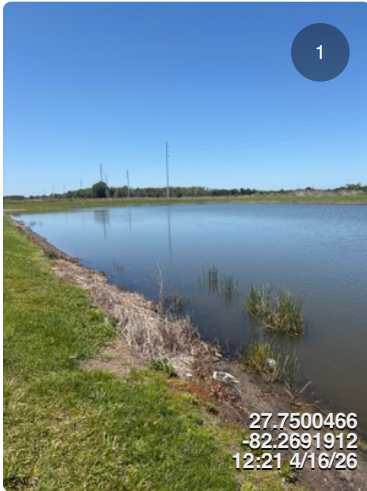


Items 14 - Pond 2C

Assigned To: Eco Logic

Observed evidence of vegetative growth happening at the pond's edge. Surrounding landscape is properly maintained.

- Please treat for cattails at next service.

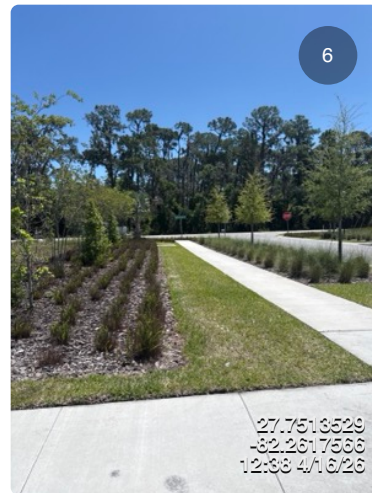
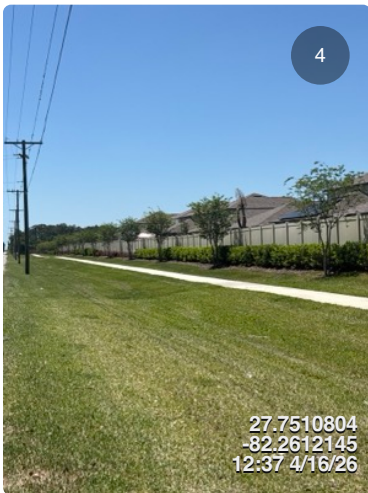


Items 15 - Balm Wimauma Rd./Violet Flame Ave. Entrance

Assigned To: Cornerstone

Frontage landscape is properly maintained. Previously damaged plants were recovering and showing evidence of new growth. Annuals are thriving.

- Please prune the ferns of dead plant material to promote healthy growth.





Lake Maintenance Service Report

Date: Monday, April 6, 2026

Lead Technician: Landon Forde

Site Name: Balm Grove

Lakes Serviced:

Lake Number	Algae Control	Shoreline Weeds	Floating Weeds	Submerged Weeds	Non-littoral Growth	Selective Littoral Growth	Manual Cutting	Trash Removal	Aquatic Pest Control
1b		✓							
2a		✓							
2bs		✓							
2c		✓							
3a		✓	✓						
3b		✓							
Sw		✓							
Sa		✓							
Ne		✓							
Na		✓							

Notes:

Sprayed a lot of spikerush and dollar weeds site looks good



Cornerstone

COMMERCIAL PROPERTY APPLICATION EVALUATION

DATE: 4/28/26
 TIME IN:
 TIME OUT:
 PROPERTY: Balm Grove
 ADDRESS:
 CITY: Balm

FERTILIZATION & PEST CONTROL

	POOR	SATISFACTORY	EXCELLENT
COLOR:	✓		
DENSITY:		✓	
	NONE	ACTIVE	TREATED
INSECT ACTIVITY:	✓		
TARGET INSECTS-CHINCH BUGS, SOO WEB WORMS, MOLE CRICKETS, FIRE ANTS.			
BILLBUGS, WHITE GRUBS, FLEAS, OTHER:			
	NONE	ACTIVE	TREATED
DISEASES:	✓		
BROWN PATCH, DOLLAR SPOT, GREY LEAF SPOT, TAKE ALL ROOT ROT, PYTHIUM			
	HEAVY	SLIGHT	CONTROLLED
WEEDS:	Park		
BROADLEAF-CLOVER, DOLLAR, HENBIT, BEGGARWEED, CHAMBERBITTER, SPURGE,			
DAYFLOWER, BUTTONWEED, FENNEL, PUSLEY, CHECKWEED, ETC.			
COMMENTS:			
SEDEGE = KYLIGNA, GLOBE, YELLOW, PURPLE			
GRASSY-CRABGRASS, BERMUDA, TORPEDOGRASS, SUBTROPICAL SIGNALGRASS			
✓ REGULAR SCHEDULED APPLICATION			
SERVICE CALL APPLICATION			

SHRUBS

	POOR	SATISFACTORY	EXCELLENT
COLOR:		✓	
DENSITY:			
	NONE	ACTIVE	TREATED
INSECT ACTIVITY:	✓		
TARGET INSECTS-APHIDS, SCALE INSECTS, SPIDER MITES, CHILL THRIPS			
BEETLES, CATERPILLARS, LACE BUGS			
	NONE	ACTIVE	TREATED
DISEASES:	✓		
CYCOSPERA, ENTOMOSPORIUM, RIZOCTONIA, PYTHIUM ROOT ROT, DIPLODIA,			
PHOMOPSIS BLIGHT, DOWNY MILDEW, RUST, OTHER:			
OTHER FINDINGS:			
IRRIGATION:	ADEQUATE	WET	DRY
RECOMMENDATIONS: Check coverage Various hot spots			

CURRENT APPLICATION CONSISTS OF THE FOLLOWING DURING TODAY'S SERVICE

TURF	ORNAMENTALS	FERTILIZATION	SPECIALTY APPLICATIONS
✓ TALSTAR/BIFEN XTS	BIFEN	46-0-0 LBS	TOPCHOICE APPLICATION
IMDICHLORPRID	IMDICHLORPRID	21-0-0 LBS	PALM FERTILIZATION
ARENA/MERIDIAN	ABEMECTIN	24-0-11 LBS	SPECIALTY PALM DRENCH
✓ MANDOR	HORT DJL	✓ 16-0-8 LBS	ROOT ZONE DRENCH
BLINDSIDE	ACEPHATE	20-0-10 ATRAZINE LBS	ARBOR JET TREE INJECTION
BASAGRAN	CUPRO	✓ 8-10-10 LBS	TURF CORE AERATION
ATRAZINE	HERITAGE	13-3-13 LBS	SULFUR APPLICATION
✓ AVENUE SOUTH	T STORM	0-0-22 SOPUL MAG LBS	LIME TREATMENT
T STORM/SPECTRO 90	EAGLE	16-0-12 LBS	PRE-M APPLICATION
HERITAGE/HEADWAY	SPECTRO 90	6-3-0 LBS	BARRICADE APPLICATION
MACRO ELEMENTS-IRON ETC	16-32-15/20-20-20	0-0-52 LBS	

COMMENTS: Overall color should be better, applied granula at 1.5 lbs/1000 and added Iron to spray to help wash color. Park is dry with Traffic STRESS, heavy weeds

TECHNICIAN: matt DATE: 4/28/26 TIME:

MAKING LAND BEAUTIFUL

PUBLIC SECTOR

Insurance Proposal

May 1, 2026 – October 1, 2026

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT



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Our Story

The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their insurance programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.



- Dedicated service team working exclusively for Florida local governments in all capacities surrounding risk and human resources
- Access to highly experienced public entity resources including Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.
- Only retail office in Florida 100% committed to Florida's public entities
- Brown & Brown, Public Sector currently represents over 200 of Florida's governmental entities
 - 22 Counties
 - 70 Cities
 - 20 Public Airports
 - 7 Public School Districts
 - State of Florida

An Introduction to Your Service Team

Account Executives

Matt Montgomery Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
Michelle Martin, CIC Senior Vice President / Public Risk Advisor	(386) 239-4047	Michelle.Martin@bbrown.com
Stephen Scullian, CPCU, ARM Senior Vice President / Insurance Broker	(386) 239-7211	Stephen.Scullian@bbrown.com
Justin Anselmo, CRIS Senior Vice President / Insurance Broker	(386) 239-8821	Justin.Anselmo@bbrown.com
Tiffany Hill, GBDS Vice President / Client Services Leader	(386) 281-6846	Tiffany.Hill@bbrown.com
Michelle Perry Vice President / Business Development	(386) 366-6378	Michelle.Perry@bbrown.com
Robin Russell, ARM-P, CISR, CSRM Vice President / Account Executive	(386) 239-4044	Robin.Russell@bbrown.com
Kyle Stoekel, ARM-P, CIC, CRM Public Risk Advisor	(386) 944-5805	Kyle.Stoekel@bbrown.com
Bill Wilson Public Risk Advisor	(386) 333-6058	Bill.Wilson@bbrown.com
Devyn Donley Public Risk Advisor	(386) 239-4070	Devyn.Donley@bbrown.com
Ethan Reedy Insurance Broker	(386) 239-7264	Ethan.Reedy@bbrown.com
Victoria "Tori" Reedy Executive Coordinator	(386) 239-4043	Tori.Reedy@bbrown.com

Service Representatives

Emily Bailey Public Risk Specialist	(386) 333-6085	Emily.Bailey@bbrown.com
Melody Blake, ACSR Senior Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
Taylor Brodeur Public Risk Specialist	(386) 361-5225	Taylor.Brodeur@bbrown.com
Jessica Conway Public Risk & Claims Specialist	(386) 333-6001	Jessica.Conway@bbrown.com
Megan Feinberg Public Risk Specialist Assistant	(386) 281-6836	Megan.Feinberg@bbrown.com
Patricia "Trish" Jenkins, CPSR Senior Public Risk Specialist	(386) 239-4042	Trish.Jenkins@bbrown.com
Mallory Moretti Public Risk & Claims Specialist	(386) 800-1164	Mallory.Moretti@bbrown.com

Certificate Requests: 179.certificates@bbrown.com
Claim Reporting: 179.claims@bbrown.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.

Preferred Governmental Insurance Trust (*Preferred*) Overview

Several hundred members and millions in premiums prove that the *Preferred* Governmental Insurance Trust® fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. *Preferred* stays on the forefront of specialized insurance for property, casualty and workers’ compensation because it is non-profit and self-governed with a membership comprised solely of Florida public entities.

Preferred’s history dates back to 1999. Its robust membership and financial strength, including consistent growth of surplus, stem from its conservative platform of managed risk. *Preferred* is just that: **preferred** for unmatched public entity experience, innovation, stability and personalized service.

***Preferred*’s Member Types**

Municipalities	Counties	Special Districts
Public Schools	Charter Schools	Sheriff Departments
Housing Authorities	Aviation Authorities	Transit, Port & Utility Authorities

***Preferred*’s Comprehensive Coverages**

Property	Workers’ Compensation	General Liability
Automobile Liability	Automobile Physical Damage	Law Enforcement Liability
Public Officials Liability	Employment Practices Liability	Educators’ Legal Liability

The Power of Groups and People

What does a specialized insurance trust do for you? In the case of *Preferred*, it gives you the purchasing power of a very large trust with billions of covered property values—far more financial negotiating power than a single public entity can muster. As a *Preferred* member, you are part of a formidable Florida insurance trust.

The trust also transfers risks from any one public entity to the larger group. This provides all members of the trust better rating structures with less volatility. *Preferred*’s sole focus on government ensures that members’ unique needs are met.

Underwriting and Administration

Behind *Preferred's* underwriting platform are decades of success built on integrity and market relationships. Our team of underwriters' vast insurance expertise enhances the actuarial and scientific data used to underwrite individual risks within the trust. Services delivered are both broad and precise. Reliability is assured. The administrator for *Preferred* is Public Risk Underwriters of Florida, Inc.® (PRU), Florida's premier public entity specialist of its kind. *Preferred's* claims administrator is PGCS Claim Services. With more than 25 years in claims experience, PGCS is Florida's foremost governmental third-party administration company.



Underwriting Highlights

- **Diverse risk financing options:** guaranteed cost, deductible, self-insured retention, all lines aggregate
- **Competitive premium discounts** based on favorable experience and sound safety practices
- **Flexibility of coverage design**, including mono-line or package basis
- **Dynamic financial analysis** conducted periodically to validate the trust's superior financial standing

Administration

- **General counsel, defense counsel and litigation services** by specialists in governmental law
- **Membership relations** for networking and professional development
- **Legislative Pulse newsletter** from Tallahassee-based law firm
- **Professional marketing** that guarantees local agent support, governmental knowledge and an ever-growing group of members
- **Preferred News**—a quarterly publication covering the spectrum of government insurance issues
- **State filing, accounting and independent CPA audited financials** as needed

***Preferred's* Expert Boards Know Your Business**

Preferred is governed and guided by people working daily in all segments of Florida's public sector – from municipalities to counties to schools to special taxing districts.

The Board of Trustees is comprised of elected public officials who work wisely and diligently to set policy, keeping *Preferred* as the premier public entity insurer of its kind.

Preferred Claims Administration

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third-party claims administrator in the state of Florida and administers the claims for Preferred Governmental Insurance Trust (*Preferred*). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS's adjusters are extremely qualified to handle governmental tort liability and public sector workers' compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS's claims administration program consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers' compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster's claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS provides their clients with a dedicated Subrogation Unit to pursue reimbursements from at-fault third parties. Their current recovery rate is fifty-nine (59) percent of the claim costs expended. PGCS also has a dedicated excess reporting and recovery unit for communication to and securing reimbursement from the excess and/or reinsurance carriers. In addition, PGCS provides a state-approved Special Investigation Unit (SIU) to prevent and pursue fraudulent claims. PGCS offers rewards up to \$10,000.00 for the arrest and conviction of persons committing workers' compensation fraud. This service is provided via a twenty-four hour seven day a week hotline.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS's on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at www.pgcs-tpa.com.

Communication with PGCS's clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.

***Preferred* Safety and Risk Management Services**

The success of any public sector community is tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Safety and Risk Control to the community. *Preferred's* Safety and Risk Management Department is very aware of the valuable contribution a comprehensive safety and risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—to recommend specific measures to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control and minimize all types of accidents, injuries and illnesses to our *Preferred* members' operations and premises.

Preferred is dedicated to meeting the challenge of the complex issues facing public sector organizations. Disarming these issues and converting them into solutions which work to the advantage of our goal. *Preferred's* approach to risk control incorporates the following elements:

- **Exposure Identification** – Assist management in determining areas where a chance of loss might exist through cause trend analysis, work site evaluations, and facility inspections.
- **Exposure Measurement and Loss Analysis** – Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.
- **Determination and Selection of Appropriate Risk Control Methods** – Based on measurement and analysis, specific recommendations and/or custom designed risk control plan will be formulated. OSHA, as well as other Agency Standards will be applied and/or used as a “Best Practice” measure when designing and formulating safety and risk control plans.
- **Training and Safety Management Consulting** – After considering client needs specific services and/or training will be formulated and initiated to fit the client's need. Key Personnel or specialty consulting services with the knowledge and skills needed to meet those identified needs will be provided.
- **Additional Consulting Services Available** – *Preferred's* Safety & Risk Management has other services available that may benefit our clients. These services include security evaluations and review of existing safety and risk programs.

Preferred's Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall safety and risk control efforts of each client. *Preferred's* dedication to the problem-solving approach is the foundation of their Safety and Risk Management Service.

Crime

Term: May 1, 2026 to October 1, 2026

Company: Preferred Governmental Insurance Trust (*Preferred*)

Limits of Liability and Coverage:

Coverage	Limit	Deductible
Employee Dishonesty, Including Faithful Performance	\$100,000	\$1,000
Forgery or Alteration Coverage	\$100,000	\$1,000
Theft, Disappearance and Destruction Coverage		
Inside	\$100,000	\$1,000
Outside	\$100,000	\$1,000
Computer Fraud Coverage (Including Funds Transfer)	\$100,000	\$1,000

Notes of Importance:

1. Employee dishonesty coverage is excluded for those employees required by law to be individually bonded.

General Liability

Term: May 1, 2026 to October 1, 2026
Company: Preferred Governmental Insurance Trust (*Preferred*)
Form: Occurrence

Coverage	Limit	Deductible
General Liability		
Bodily Injury and Property Damage, per Occurrence	\$1,000,000	\$0 Per Occurrence
Personal Injury and Advertising Injury, per Person/Occurrence	Included	
Products/Completed Operations, Aggregate	Included	
Fire Damage, per Occurrence	Included	
Medical Payments	\$5,000	
Employee Benefits Liability, per Occurrence	\$1,000,000	
Sublimits		
Vicarious Law Enforcement Liability, per Occurrence-	\$1,000,000	Same as General Liability
Principle of Eminent Domain Including Inverse Condemnation, "Bert J. Harris, Jr., Private Property Rights Protection Act" per Occurrence / Annual Aggregate.	\$100,000	
Sewer Backup and Water Damage: Non-Negligent Claims Negligent Claims.	\$10,000/\$200,000 \$200,000/\$200,000	
Herbicide and Pesticide, per Occurrence	\$1,000,000	

Additional Coverages Included:

1. EMT/Paramedic Professional Services
2. Premises Operations
3. "Insured" Contracts
4. Host Liquor Liability
5. Broad Form Property Damage Subject to \$2,500 Personal Property of Others Sublimit
6. Watercraft Liability (under 52 feet). See policy form for limitations
7. Limited Worldwide Coverage
8. Failure to Supply Water
9. Communicable Disease (Correctional Facilities and Health Care Facilities - \$300,000 Limit)

Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid in addition to policy limits.
3. In the event an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
4. Limits of Liability are subject to Florida Statute 768.28.
5. Deductible does not apply to claims expense.

General Liability

Exclusions, include but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Your Property, Product or Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement, except for vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "Covered party" if there is a contract with an outside agency to provide law enforcement for your entity.
- Asbestos, Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Subsidence, erosion or earth movement.
- Hospital / Clinic Medical Malpractice or Health Care Facilities
- Professional Health Care Services, but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- ERISA
- Actual or alleged illegal discrimination
- Injunctive, declaratory or equitable relief
- Actual or alleged deterioration, bursting breaking, leaking, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including, but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culvert, retaining walls, drains, tanks, watershed, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. Does not apply only as to the bursting or failure of man-made sewer, storm water, grey water or potable water supply pipes owned and maintained by Covered Party.
- Sexual abuse after initial discovery
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Public Officials Liability/Employment Practices Liability

Term: May 1, 2026 to October 1, 2026

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: **POL/EPLI: Claims Made – Duty to Defend**

Coverage	Limit	Deductible
Public Officials Liability Retroactive Date: Full Prior Acts		
Per Claim	\$1,000,000	\$0 Per Claim
Employment Practices Liability Retroactive Date: Full Prior Acts		
Per Claim	\$1,000,000	\$0 Per Claim
Sublimits		
Employee Pre-Termination Legal Consultation Services Per Employee	\$2,500	
Aggregate	\$5,000	
Non-Monetary Claims Defense Costs, Aggregate	\$100,000	

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.
3. Broadened definition of "Who is an Insured."
4. Limits of Liability are subject to Florida Statute 768.28.

Public Officials Liability/Employment Practices Liability

Exclusions, include but not limited to:

- Criminal Acts
- Non-Monetary relief except as provided in the Supplementary Payments
- Bodily Injury, Personal Injury, Property Damage, Advertising Injury
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the “Bert J. Harris Jr., Private Property Rights Protection Act” or any similar claim by whatever named called.
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Failure to effect and maintain insurance
- Fiduciary Liability
- Pollution
- Workers’ Compensation, Employers Liability and similar laws
- Nuclear
- ERISA of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- Contractual Liability
- Health Care Professional or Health Care Facilities
- Prior and Pending claims
- Workers’ Adjustment and Retraining Notification Act, OSHA, RICO, or ADA
- Law Enforcement Activities
- Insured vs. Insured
- Bonds, Taxes or Construction contracts
- Collective Bargaining Agreements
- Capital Improvement to make property more accessible or accommodating to disabled persons
- Punitive Damages
- Return or improper assessment of taxes, assessments, penalties, fines, fees
- Activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties, except for claims made against them as Public Officials or Employees
- Media Wrongful Act
- Access or Disclosure of Confidential or Personal Information and Data-related Liability
- Perflouroalkyl and Polyflouroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Public Officials Liability/Employment Practices Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Cyber Liability

Term: May 1, 2026 to October 1, 2026

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made – Duty to Defend

Cyber Liability Retroactive Date: 5/1/2026		
Coverage	Limit	Deductible
Policy Limit – Annual Aggregate	\$2,000,000	Per Below
Third Party Liability Coverage		
Privacy & Security Liability, each claim	\$2,000,000	\$25,000
Media Content Services Liability, each claim	\$2,000,000	\$25,000
PCI DSS, sublimit	\$1,000,000	\$25,000
First Party Liability Coverage		
Cyber Extortion & Ransomware, each claim	\$500,000	\$25,000
Data Breach & Crisis Management, each claim	\$2,000,000	\$25,000
Data Recovery, each claim	\$2,000,000	\$25,000
Business Interruption / Extra Expense, each claim	\$2,000,000	\$25,000/12 Hr.
Cyber Crime, refer to form for sublimits – Annual Aggregate	\$500,000	\$25,000
Social Engineering Financial Fraud*	\$500,000	\$25,000
Funds Transfer Fraud	\$500,000	\$25,000
Invoice Manipulation	\$500,000	\$25,000
Utility Fraud, refer to form for sublimits – Annual Aggregate	\$500,000	\$25,000
Crypto Jacking	\$500,000	\$25,000
Telecommunications Fraud	\$500,000	\$25,000
System Failure – BI/EE, sublimit	\$2,000,000	\$25,000/12 Hr.
Dependent Business Interruption – System Failure, BI/EE, sublimit	\$2,000,000	\$25,000/12 Hr.
Bricking Coverage, sublimit	\$1,000,000	\$25,000
Consequential Reputation Loss Period of Restoration	\$1,000,000 6 Months	14 Days

*Social Engineering Financial Fraud – Coverage shall only apply if you verify the instruction to transfer money or securities by following a pre-arranged callback or other established procedural method to authenticate the validity of the request prior to acting upon any transfer instructions.

Cyber Liability

Notes of Importance:

1. Defense Costs are included in the policy limits.
2. Deductible does apply to claims expense.

Exclusions, include but not limited to:

- Deliberate Acts / Personal Profit
- Prior Acts
- Bodily Injury / Property Damage
- Employment Practices
- Ownership
- Covered Party vs. Covered Party
- ERISA/Securities
- Pollution
- Contractual except when assumed under contract
- Guarantees
- Advertising
- Business Practice
- Patent
- Privacy
- Governmental Action
- Software Responsibility
- Act of God
- Recover of Profits, Royalties and Fees
- RICO
- Trade Secrets
- War
- Infrastructure Failure electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the Insured, however caused, including any electrical power interruption, short circuit, surge, brownout or blackout, however this exclusion shall not apply to a telecommunications fraud event.
- Governmental Orders any court order or damaged requiring the Covered Party to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to personally identifiable information, protected health information, or confidential business information.
- Over-Redemption price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Cyber Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Covered Party shall have the right to purchase an Optional Extended Reporting Period for up to 6 years following the effective date of the cancellation or nonrenewal, as shown below:

- Option 1 – 100% for 1 Year
- Option 2 – 150% for 2 Years
- Option 3 – 175% for 3 Years
- Option 4 – 250% for 6 Years

but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Automobile Liability

Term: May 1, 2026 to October 1, 2026

Company: Preferred Governmental Insurance Trust (*Preferred*)

Coverage	Limit	Symbol	Deductible
Automobile Liability (Based on 0 Vehicles)			
Primary Bodily Injury and Property Damage Liability – Combined Limit	\$1,000,000	8,9	\$0 Each Accident
Personal Injury Protection	Statutory	5	\$0 Per Person
Medical Payments	N/A	N/A	N/A
Uninsured Motorist	N/A	N/A	N/A

Coverage and Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Hired and non-owned liability is included.
3. Premium is based on number of vehicles and subject to adjustment if schedule is changed.
4. Limited Replacement Cost provided for owned and scheduled private passenger vehicle, light truck or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss. This coverage does not apply to police vehicles or any other vehicle types already listed.
5. Physical Damage coverage paid at Actual Cash Value or 110% of the value reported on the schedule, whichever is less. Please see policy for complete details.
6. Limits of Liability are subject to Florida Statute 768.28.

Automobile Liability

Description of Covered Auto Designation Symbols:

SYMBOL	DESCRIPTION
1	= ANY "AUTO"
2	= ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.
3	= OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.
4	= OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.
5	= OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	= OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.
7	= SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).
8	= HIRED "AUTOS" ONLY. Only those "autos" you hire rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
9	= NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business.

Premium Recapitulation

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<i>Preferred Package</i>			
Crime / Employee Dishonesty	\$209.00	<input type="checkbox"/>	<input type="checkbox"/>
General Liability	\$838.00	<input type="checkbox"/>	<input type="checkbox"/>
Public Officials / Employment Practices Liability	\$1,006.00	<input type="checkbox"/>	<input type="checkbox"/>
Cyber Liability	\$210.00	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	\$252.00	<input type="checkbox"/>	<input type="checkbox"/>
Package Payment Plan:	Annual		

****Please note that the annual premium would be \$6,001.***

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

(Signature)

(Name & Title)

(Date)

Notes of Importance:

1. Quotes provided in the proposal are valid until 05/1/2026. After this date terms and conditions are subject to change by the underwriters.
2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.
3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
5. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
6. Not all coverages requested may be provided in this quotation.
7. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.
8. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
9. Quote is not bound until written orders to bind are received from the insured and the Trust subsequently accepts the risk.
10. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
11. Higher limits of liability may be available. Please consult with your agent.
12. This proposal is based upon exposures to loss made known to the Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
13. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

Compensation: As a licensed insurance producer/broker/agent, Brown & Brown entities (“we”) are generally authorized by our license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. Our role as an insurance producer in any ordinary transaction typically involves one or more of these activities.

We will receive compensation in the form of commission or fees for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages. Commission compensation will be based on the insurance contract you purchase and may vary depending on a number of factors including the insurance contract(s) and the insurer(s) the purchaser selects. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not customer-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

You may obtain information about compensation expected to be received by us based in whole or part on the sale of insurance to you, and (if applicable) compensation expected to be received based in whole or part on any alternative quotes presented to you by us, by requesting such information from us.

Questions and Information Requests. If you have any questions, or require additional information, please contact your Brown & Brown team, or, if you prefer, submit your question or request online at <https://www.bbrown.com/us/contact/contact-general/>

***PREFERRED* Compensation Disclosure**

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Public Risk Underwriters is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the policy year presented herein, your insurance was placed with Preferred Governmental Insurance Trust (*Preferred*). *Preferred* is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer *Preferred's* operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters of Florida, Inc. (PRU) receives an administration fee, based on the size and complexity of the account, up to 9.75% of the *Preferred* premiums billed and collected.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of *Preferred's* insurance policies. The wholesale insurance broker may provide the following services to *Preferred*:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 5% and 10% of the premiums you pay to *Preferred* for your coverage.

Notice of Carrier Financial Status

Brown & Brown, Inc., its subsidiaries and affiliates do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer entity. We endeavor to place your coverage with insurance carriers rated “A-” or better by AM Best Company. However, we cannot predict whether a company’s financial condition will improve or deteriorate over time.

This notice is provided to allow you to make an informed decision regarding the placement of your insurance. Upon your request, we will attempt to obtain alternative quotes from insurance carriers rated “A-” or better by AM Best Company. Please note the following with regard to the placement of the insurance indicated below and with regard to any subsequent renewal of such insurance:

- Insurance coverage is being quoted with/provided by the Preferred Governmental Insurance Trust (“Preferred”), which is a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes. The Trust is not rated by the AM Best Company or subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds/trusts may change rapidly and is beyond the control of Brown & Brown.
- You have had an adequate opportunity to make a thorough and complete inquiry into the financial condition and the terms and conditions of membership in Preferred, including reviewing it with your accountants, legal counsel and advisors, and enter into this relationship knowingly, voluntarily and with a full understanding of the risks.

Named Insured: Balm Grove Community Development District
Line of Crime, General Liability and Employee Benefits Liability, Public Officials and
Coverage(s): Employment Practices Liability, Cyber Liability, Automobile Liability
Policy Number(s): PK FL1 0294972 25-01 01
Policy Period(s): 05/1/2026 to 10/01/2026
Date of Notice: 4/15/2026

* AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating
Financial Size Category: XV to 1 - Largest to smallest rating

Guide to Bests Ratings		
Best Category	Rating	Description
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	I	Less than \$1,000,000
	II	\$1,000,000 - \$2,000,000
	III	\$2,000,000 - \$5,000,000
	IV	\$5,000,000 - \$10,000,000
	V	\$10,000,000 - \$25,000,000
	VI	\$25,000,000 - \$50,000,000
	VII	\$50,000,000 - \$100,000,000
	VIII	\$100,000,000 - \$250,000,000
	IX	\$250,000,000 - \$500,000,000
	X	\$500,000,000 - \$750,000,000
	XI	\$750,000,000 - \$1,000,000,000
	XII	\$1,000,000,000 - \$1,250,000,000
	XIII	\$1,250,000,000 - \$1,500,000,000
	XIV	\$1,500,000,000 - \$2,000,000,000
	XV	Greater than \$2,000,000,000

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.



Public Entity Application
 PO Box 958455
 Lake Mary, FL 32795-8455
 Phone: 321-832-1450
 Fax: 321-832-1496

Public Entity Application
 Renewal Application Muni
 Coverage Term: 03/16/2026 to 03/16/2027

General Member Information	
Name: Balm Grove Community Development District	
Mailing: 2005 Pan Am Circle Suite 300	
City/State/Zip: Tampa, Florida 33607	
Physical: 2005 Pan Am Circle Suite 300	
City/State/Zip: Tampa, Florida 33607	
Member Contact Information	Additional Member Information
Contact: Jayna Cooper	FEIN: NCCI Risk ID:
Title: District Manager	Population: 0
Phone#: 813-608-8242 Fax#:	County: Hillsborough
Email: jayna.cooper@inframark.com	Member Type: Community Development District
Agency Information	Agency Contact Information
Agency: Risk Management Associates, Inc.	Contact: Devyn Donley
Address: 300 North Beach Street	Phone#: 3862394070
City/State/Zip: Daytona Beach , Florida 32114	Fax#:
Phone#: (386) 252-6176 Fax#: (386) 239-4049	Email: devyn.donley@bbrown.com

CERTIFICATION

The undersigned being authorized by and acting on behalf of the applicant and all persons/concerns seeking insurance, has read and understands this Application, including any appendices and/or supplements, and declares that all statements set forth herein are true, complete and accurate. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase the coverage, nor does the review of same bind The Trust to issue a coverage agreement. This application shall be the basis of the contract, should one be issued.

This Application must be signed by the "Ranking Elected/ Appointed Official" of the Entity making the application (e.g. Chair, President, Superintendent or Executive Director of the Educational Entity) or the Risk Manager (or ranking official) assigned this function.

SIGNATURE: _____

TITLE: _____

DATE: _____

NOTICE TO APPLICANT

For your protection, the following Fraud Warning is required to appear on this application:

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.



Public Entity Application
Coverage Term: 03/16/2026 to 03/16/2027
Member Name:
Agency: Risk Management Associates, Inc.

Coverages Selected:

Auto Liability	Y	Auto Physical Damage	N
Boiler & Machinery	N	Crime	Y
Flood	N	Garage Keepers	N
General Liability	Y	Inland Marine	N
Professional Liability	Y	Property	N
Cyber Liability	Y		

Coverage/Exposure Summary:

Line of Business	Exposure Coverage	Applicable/Not Applicable
General Question	Application general Information	
General Question	Excess WC (Standards Limits are \$1M/\$1M/\$1M)	Not Applicable
General Question	SIR – TPA Information	Not Applicable
General Question	Stop Loss	Not Applicable
Auto Liability	Coverage	Applicable
Auto Physical Damage	Coverage	Not Applicable
Crime	Coverage	Applicable
Cyber Liability	Coverage	Applicable
Garage Keepers	Coverage	Not Applicable
General Liability	Coverage	Applicable
General Liability	Operations: Elder Care/Respite Care	Not Applicable
General Liability	Operations: Special Events, Fairs or Carnivals	Not Applicable
General Liability	Operations: Supervision Abuse Prevention (Required)	Applicable
Professional Liability	Law Enforcement	Not Applicable
Professional Liability	POL/ELL/EPLI	Applicable
Property	Coverage	Not Applicable



Public Entity Application
Coverage Term: 03/16/2026 to 03/16/2027
Member Name:
Agency: Risk Management Associates, Inc.

APPLICATION GENERAL INFORMATION

General Questions	Response
Account CSR:	Jessica Conway
Agent Name:	Devyn Donley
Primary Member Contact:	Jayna Cooper
If New Primary Contact include name, phone and email address:	Jayna Cooper 813-608-8242 jayna.cooper@inframark.com
Requested Effective Date:	03/16/2026
Requested Termination Date:	03/16/2027
Bid Date (if Applicable, Attach RFP copy):	
Need by Date:	3/11/2026
Is this new business? If it is new business, please complete and attach the 'Expiring Information' form. Template can be found under 'Agent Documents' at the top of the page (Application is not complete without this information).	Yes
Have you been with PGIT less than 5 years? If Yes - complete and attach the 'Loss Summary' form or a 'No Known Losses' letter. Template can be found under 'Agent Documents' at the top of the page (Application is not complete without this information).	Yes
Member's FEIN	
NCCI Risk Id #	
Population	0
Have you attached the most recent audited financials/budget?	
Please Enter Full Detail Description of Operations	
Installment Schedule: (Only Available for premium > 100k, pay plan is agency bill)	Annual
Do you have a Risk Manager? (If yes, please provide name and number in comment box)	No
Do you have a Human Resource or Personnel Department? (If No please describe handling of this function in comment box)	No
Number of Full Time Police?	0
Number of Full Time Fire?	0
Number of Full Time all other Personnel?	0
Number of Part Time Police?	0
Number of Part Time Fire?	0
Number of Part Time All Other Personnel including Seasonal personnel?	0
Number of Volunteers Police?	0
Number of Volunteers Fire?	0
Number of Volunteers All Others?	0
Police - Estimated Payroll	\$0
Fire - Estimated Payroll	\$0
All Other - Estimated Payroll	\$0



Public Entity Application
Coverage Term: 03/16/2026 to 03/16/2027
Member Name:
Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION- PROFESSIONAL LIABILITY- PUBLIC OFFICIALS & EMPLOYMENT PRACTICES
THIS IS AN APPLICATION FOR "CLAIMS MADE AND REPORTED" COVERAGE

POL/EPLI General Questions	Response
1 - POL Limit:	\$1,000,000
2 - POL Deductible:	\$0
3 - EPLI Limit:	\$1,000,000
4 - EPLI Deductible:	\$0
5 - POL Retro Date	
6 - EPLI Retro Date	
7 - If New Business - Who is your current POL/EPLI carrier?	EGIS
8 - If new business - What is your current POL/EPLI Limit?	\$1,000,000
9 - If new business - What is your current POL/EPLI Deductible?	\$0
10 - If new business, is your current coverage claims made or occurrence?	Claims Made
11 - Has your POL/EPLI coverage ever been cancelled or non-renewed? (If yes describe answer in comment box)	No
12 - Total Number of Board Members?	
13 - Are Board members Elected? (Y/N) (If no, describe who they are appointed by in comment box)	
14 - Number of employees who hold professional designations	0
15 - Has any bond issue been defeated within the past three years?	No
16 - If yes, has the proposal been resubmitted or is it expected to be resubmitted?	No
17 - Has the public entity been in default on the principal or interest on any bond? (if yes, please provide details in comment box)	No
18 - Do you have a zoning commission? (Y/N)	No
19 - Does your legal counsel attend all meetings of the planning and zoning board?	Yes
20 - Do officials receive training with respect to open meetings and hearing regulations?	Yes
21 - Do you have a written master plan for economic development? (If yes, please select the year)	
22 - Do you have formally approved land use ordinances that have been reviewed by legal counsel?	Yes
23 - Do you have a formal procedure to file for a variance to land use statutes?	Yes
24 - Do you have a formal process for application and approval of permits and licenses?	Yes
25 - Do you have a formal written policy prohibiting elected officials and/or board members from sitting on decisions in which they may have a conflict of interest?	Yes
26 - If with Preferred less than 5 years, have you had any disputes or claims involving a wrongful taking, zoning variance or land use right? (If yes, provide details in comment box). Please note providing details here does not qualify as reporting a claim.	No
27 - If with Preferred less than 5 years, have you had any disputes or claims involving the approval of building permits, design, or code enforcement? (If yes, provide details within comment box.) Please note providing details here does not qualify as reporting a claim	No



Public Entity Application

Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

28 - If with Preferred less than 5 years, have you had any disputes, claims, or complaints involving open or closed landfills? (If yes, provide details within the comment box.)	No
29 - Number of employees reported on IRS Form 1099(no FEIN) and/or who have written employment agreements	0
30 - Total % of involuntary turnover during the last 3 years (Ex. 2)	0%
31 - Total % of voluntary turnover during the last 3 years (Ex. 5)	0%
32 - Average # of years of employment for all employees (Ex. 4)	0
33 - Do supervisors receive training in the proper implementation of your policies and procedures?	Yes
34 - Is training documented in their personnel file?	Yes
35 - Enter 4 digit year employment manual written or last updated.	
36 - Is employment manual reviewed by counsel experienced and qualified in employment law?	Yes
37 - Do policies and procedures comply with state and federal guidelines?	Yes
38 - Is this manual distributed to all employees upon hiring?	Yes
39 - Do you have a written policy with respect to both sexual and non-sexual harassment?	Yes
40 - Do you follow a formal written procedure for employee disputes/complaints?	Yes
41 - Are all actions to dismiss or demote employees reviewed in advance by legal counsel?	Yes
42 - Do you require that due process be served and documented for all proceedings involving dismissal, demotion, or suspension?	Yes
43 - Are all probationary or disciplinary actions recorded in writing and signed by the employee?	Yes
44 - Have job descriptions been drafted for regular full-time positions?	Yes
45 - Are you an Equal Opportunity Employer?	Yes
46 - Over the last 5 years has any person made a claim alleging unfair or improper treatment regarding employee hiring, remuneration, advancement, or termination of employment? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	No
47 - Answer if with Preferred less than 5 years. Has any claim been made against the entity or any person in their capacity as an official or employee of the entity? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	No
48 - Does any official or employee have any knowledge of any fact, circumstance or situation which might reasonably be expected to give rise to a claim? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	No



Public Entity Application
Coverage Term: 03/16/2026 to 03/16/2027
Member Name:
Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION - CYBER LIABILITY GENERAL QUESTIONS
THIS IS AN APPLICATION FOR CLAIMS MADE AND REPORTED COVERAGE

Cyber Liability	Response
1 - Cyber Retro Date	
2 - Do you have anti-virus software installed and enabled on all desktops and servers (excluding database servers) and is it updated on a regular basis?	Yes
3 - Do you have firewalls installed on all external gateways?	Yes
4 - Do you take regular backups (at least weekly) of all critical data?	Yes
5 - If confidential information is stored on laptops, flash drives and other mobile devices, is the information stored in an encrypted format?	No
6 - Is data "at rest" (servers, etc.) stored in an encrypted format?	No
7 - Is multi-factor authentication required for all employees when accessing email through a website or cloud based service?	Yes
8 - Is multi-factor authentication required for all remote access to the network provided to employees, contractors, and 3rd party service providers?	Yes
IN ADDITION TO REMOTE ACCESS, IS MULTI-FACTOR AUTHENTICATION REQUIRED FOR THE FOLLOWING, INCLUDING ACCESS PROVIDED TO 3RD PARTY SERVICE PROVIDERS:	
9 - All internal and remote admin access to directory services	Yes
10 - All internal and remote admin access to network backup environments	Yes
11 - All internal and remote admin access to network infrastructure	Yes
12 - All internal and remote admin access to the organization's endpoints/servers	Yes
13 - Have you suffered a claim or loss in the last five years, in relation to cyber liability or cyber security? If yes, describe:	No
14 - Are you aware of any circumstances or complaints against you in relation to data protection or security, PII (Personally Identifiable Information), PHI (Protected Health Information) or any other actual or potential security violations or breaches either currently or in the past five years? If so, please describe (Please note providing details here does not qualify as reporting a claim)	No



Public Entity Application
Coverage Term: 03/16/2026 to 03/16/2027
Member Name:
Agency: Risk Management Associates, Inc.

PROFESSIONAL LIABILITY- POL/EPLI/ CYBER

IT IS AGREED THAT IF ANY SUCH FACT, CIRCUMSTANCE OR SITUATION NOT LISTED/DISCLOSED HEREIN, THEN ANY CLAIM BASED UPON, ARISING OUT OF, OR ATTRIBUTABLE THERETO, IS EXCLUDED FROM THE COVERAGE BEING APPLIED FOR.

The undersigned, being authorized by and acting on behalf of the applicant and all persons or concerns seeking coverage, has read and understand this Application, and declares all statements set forth herein are true, complete and accurate. The undersigned further declares and represents that any occurrence or event taking place prior to the inception of the coverage agreement applied for, which may render inaccurate, untrue or incomplete any statement made herein will immediately be reported in writing to the Trust. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase coverage, nor does the review of this Application bind Preferred to issue a coverage agreement. This Application shall, however, be the basis of the contract, should a coverage agreement be issued.

Signed _____ Title _____ Date _____

This Application must be signed by the "Ranking Elected / Appointed Official" of the Entity making the application (e.g. Mayor /Manager / equivalent Officer) or the Risk Manager (or ranking official) assigned this function.

SIGNATORY ABOVE IS ALSO TO INITIAL EACH AND EVERY PAGE OF THIS APPLICATION.

IMPORTANT NOTICE: SHOULD THE SIGNED APPLICATION DIFFER IN ANY WAY FROM THE APPLICATION SUBMITTED FOR UNDERWRITING/RATING PURPOSES, THE TERMS, CONDITIONS AND PREMIUM AS REFLECTED ON SUBJECT TO CHANGE.



Public Entity Application
Coverage Term: 03/16/2026 to 03/16/2027
Member Name:
Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION - Auto Liability

Coverage	Response
1 - AL Limit:	\$1,000,000
2 - AL Territory:	Gulf Coast
3 - AL Deductible:	\$0
4 - Medical Payment limit:	
5 - Uninsured/Underinsured motorist limit (Maximum \$100,000):	
6 - Hired and Non-Owned Liability? (Y/N)	Y
7 - If symbol 10 for AL is required, provide definition:	
8 - How often do you inspect vehicles for safety hazards?	N/A
9 - Are safety inspection records maintained?	No
10 - Are vehicles assigned to specific drivers with back up drivers?	No
11 - Do you have any busing operations contracted to third parties that is greater than 50% of the overall busing operations?	No
12 - Are 15 passenger vans used for passenger transportation? (If yes, provide Member's policy/procedure with regards to how many passengers are transported in each van, seatbelts, other safety procedures, etc.)	No
13 - Do you own/operate Autonomous Vehicles? If so Autonomous Vehicle Supplemental Application is required.:	No
PLEASE ENTER 4 DIGIT YEAR FOR DATE WRITTEN, LAST UPDATED OR "NONE" for the next 5 questions	
14 - Fleet Management Safety Manual:	None
15 - Driver Training Program:	None
16 - MVR Criteria:	None
17 - Formal Written Accident Reporting Procedure:	None
18 - Employee Disciplinary Program for Driver Safety	None



Public Entity Application
Coverage Term: 03/16/2026 to 03/16/2027
Member Name:
Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION- CRIME

Coverage	Response
1 - Employee Dishonesty Blanket Limit (faithful performance included):	\$100,000
2 - Employee Dishonesty Deductible:	\$1,000
3 - Theft, Disappearance or Destruction Limit	\$100,000
4 - Theft, Disappearance or Destruction Deductible	\$1,000
5 - Computer Fraud Limit	\$100,000
6 - Computer Fraud Deductible	\$1,000
7 - Forgery or Alteration Limit	\$100,000
8 - Forgery or Alteration Deductible	\$1,000
9 - Does the applicant check for past criminal records (theft of money and securities, robbery, etc.) on rateable employees?	Yes
10 - How frequently are audits performed? (weekly, monthly, quarterly, annually)	Annually
11 - Who performs the audit?	CPA
12 - Is countersignature of checks required?	No
13 - Are your bank accounts reconciled by someone not authorized to deposit or withdraw?	No
14 - Number of employees handling money(accountants,bookkeepers, cashiers, check signers,etc.):	0
15 - Number of messengers:	0
16 - Number of guards accompanying messenger:	0
17 - Is banking done by your internal staff or by other outside professionals?	Other



Public Entity Application
Coverage Term: 03/16/2026 to 03/16/2027
Member Name:
Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION - General Liability

Coverage	Response
1 - GL Occurrence Limit	\$1,000,000
2 - GL Deductible	\$0
3 - Employee Benefits Occurrence Limit	\$1,000,000
4 - Medical Expense Limit (Max \$5,000)	\$5,000
5 - Total number of Housing Authority units	0
6 - If Housing Authority, please give number of section 8 units (including USDA units)	0
7 - Number of hotel units owned/operated by member	0
8 - Do you require all contractors & vendors with whom you do business to provide a contractual hold harmless and certificate of Insurance.	Yes
9 - Do you require groups using your facilities to provide a contractual hold harmless and Certificate of Insurance?	Yes
10 - Do you require groups using your facilities to make you an additional insured on their insurance policy?	Yes
11 - Do you have an ADA coordinator? If so please provide name.:	District Manager
12 - If you are a special district, are you responsible for sidewalk maintenance?	No
CHECK YES/ NO FOR EACH OF THE FOLLOWING EXPOSURES	
13 - Athletic Fields & Activities	No
14 - Airports/Aircraft (Coverage limited to Premises Liability Only)	No
15 - Bleachers/Auditoriums/Stadiums	No
16 - Do you sponsor/operate Children/Youth Programs?	No
17 - Do you sponsor/operate Sr. Adult Program?	No
18 - Do you sponsor/operate programs for emotionally/mentally challenged individuals?	No
19 - Electric Power Distribution(Power Generation excluded)	No
20 - EMT's/Paramedics (Incl Fire Dept & Other 1st Responders)	No
21 - Exhibition/Convention Center	No
22 - Gas Utility Distribution (Generation Excluded)	No
23 - Golf Course	No
24 - Hospitals, Nursing Homes, Medical Facilities (Coverage limited to Premises Liability only, Medical Malpractice excluded)	No
25 - Law Enforcement(See Law Enforcement section for coverage questions)	No
26 - Marinas (Premises Liability only excludes Marina Operators Liability)	No
27 - Detention Facilities (See Law Enforcement section for coverage questions)	No
28 - Restaurants/Snack Bars/Food Beverage Carts	No
29 - Skate Parks	No
30 - Swimming Pools/Water Parks/Splash Parks	No
31 - Wastewater Treatment	No
32 - Water Utility	No
33 - Watercraft (Coverage limited to craft less than 52ft excludes paying passengers)	No
34 - Wharves/Piers/Docks (Excluding Marina Ops Liability)	No



Public Entity Application
Coverage Term: 03/16/2026 to 03/16/2027
Member Name:
Agency: Risk Management Associates, Inc.

35 - Drones (if yes, and you are requesting coverage complete the Unmanned Aircraft/Drone supplemental application found in the pool forms and documents)	No
36 – Trampolines, inflatables, or bounce houses?	No

COVERAGE INFORMATION- General Liability

Operations: Elder Care/ Respite Care	Response
1 - Number of Elder Care/Respite Care locations	
2 - Ratio of clients to care providers	

COVERAGE INFORMATION- General Liability

Operations: Special Events, Fairs, or Carnivals	Response
1 - If you have fireworks displays, how many a year do you have?	
2 - Do you contract out the fireworks display to a licensed Pyrotechnician?	



Public Entity Application
Coverage Term: 03/16/2026 to 03/16/2027
Member Name:
Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION- General Liability

Supervision Abuse Prevention (Required)	Response
1 - Who in the Entity has been designated to handle claims (include name, address, telephone number and email)?	District Manager
2 - With respect to Claims Incidents, etc., do you have a written procedure for obtaining information?	Yes
ENTER YES/NO FOR ALL OPERATIONS LISTED BELOW	
3 - Camps (Residential): (Yes/No)	No
4 - Camps with overnight stays: (Yes/No)	No
5 - Daycare Centers/Nursery Schools - Children or Adult Care: (Yes/No)	No
6 - Juvenile Detention Centers: (Yes/No)	No
7 - Medical Services and Professionals - Doctors, Psychiatrists, Visiting Nurse Services: (Yes/No)	No
8 - Mental Institutions: (Yes/No)	No
9 - Orphans or Foster Homes, including Social Service Agencies responsible for the Foster Home evaluation and/or placement: (Yes/No)	No
10 - Religious/Clergy/Church Organizations	No
11 - Schools - public or private elementary, junior high or high school: (Yes/No)	No
12 - Social Service Counselors - Social Workers, Psychologists: (Yes/No)	No
13 - Special Needs Educational Facilities: (Yes/No)	No
14 - Substance Abuse Facilities with overnight stays: (Yes/No)	No
15 - Substance Abuse Facilities without overnight stays: (Yes/No)	No
16 - Youth Organizations (Sports, Scouts, YMCA/YWCA, Big Brothers/Sisters, etc): (Yes/No) - If yes please specify in Comment field	No
17 - Is there a Sexual Abuse Prevention Program in effect?	No
18 - Has a written policy been established clearly expressing management's commitment to sexual abuse prevention?	No
19 - Have written procedures encompassing rules, a code of conduct and disciplinary measures been established for all staff and/or volunteers, which clearly define the policy and consequences of non-adherence?	No
20 - Has a mechanism been developed to ensure that sexual abuse prevention policies and procedures are implemented and enforced throughout the organization?	No
21 - Is there a Sexual Abuse Prevention Coordinator that reports to a member of management?	Yes
22 - Are management/staff trained in policies and procedures relating to the Sexual Abuse Prevention Program?	Yes
23 - Do policies and procedures include an incident reporting and follow-up mechanism?	Yes
24 - Are standard applications used for all prospective employees or volunteers?	Yes
25 - Is there a minimum of two background checks for prospective employees with documentation maintained in file?	No
26 - Do background checks include checks with "Sex Offender Hot-lines", State Police, State Department of Social Services, or similar public agencies? (where applicable)	No
27 - In the past five years have any employees or officers been terminated for cause related to sexually abusive behavior?	No



Public Entity Application

Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

28 - Are records maintained documenting adherence to all applicable policies and procedures, e.g., hiring and screening, code of conduct, training, incident and follow-up procedures?	Yes
29 - Are you aware of any circumstance that may result in a sexual abuse claim? If Yes, explain in the comment box. (Please note providing details here does not qualify as reporting a claim)	No
30 - Have any members of the staff been transferred because of allegations of sexual abuse?	No

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

a. I hereby reject Uninsured Motorist coverage.

b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
each person (enter limit if applicable):
each accident.

c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE
(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signature _____
Name _____

Title _____
Date _____

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.

Signature Page

I hereby confirm that the limits/coverages as shown here, corresponding with the Coverage Agreement, are correct:

N/A	Property TIV: Not Included
N/A	Inland Marine Blanket Unscheduled IM: Not Included Scheduled Inland Marine: Not Included Total All Inland Marine: Not Included
N/A	Property TRIA (Terrorism Risk Insurance Act) coverage
X	Crime
X	General Liability Ratable Payroll: Not Included
N/A	Law Enforcement Liability Officers: Not Included
X	Professional Liability Employees: Not Included
X	Automobile 0 Units - Auto Liability 0 Units - Comprehensive 0 Units - Collision
N/A	Stop Loss Aggregate: Applies to: Not Included
N/A	Excess Workers' Compensation Payroll: Not Included
X	I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013).
X	I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature).

A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page.

Signature _____ Title _____
 Name _____ Date _____

Coverage is provided by Preferred Governmental Insurance Trust

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.

PARTICIPATION AGREEMENT

Application for Membership in the Preferred Governmental Insurance Trust

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 Trust for continuing workers' compensation, liability, property and/or casualty coverage through membership in the Preferred Governmental

Insurance Trust, to become effective 12:01 a.m. 05/01/2026 (effective date of coverage agreement), and if accepted by the Fund's duly authorized representative, does hereby agree as follows:

(a) To accept and be bound by the provisions of the Florida Workers' Compensation Act;

(b) That, by this reference, the terms and provisions of the Amended Interlocal Agreement creating the Preferred Governmental Insurance Trust date October 1, 2004 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 Amended Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Amended Interlocal Agreement as provided therein;

(c) 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;

(d) To abide by the rules and regulations adopted by the Board of Trustees of the Fund;

(e) 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;

(f) That all information contained in the underwriting application provided to the Fund as a condition precedent to participation in the Fund is true, correct and accurate in all respects.

(Name of Local Governmental Entity)

Witness Signature

By: _____
Signature

Printed Name

Printed Name

Witness Signature

Title: _____

Printed Name

For Internal Use only

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE THE ____ DAY OF _____, 20__ SIGNED THIS ____ DAY OF _____, 20__ .

By: _____
Administrator/Trustee

**AMENDED INTERLOCAL AGREEMENT CREATING
THE
PREFERRED GOVERNMENTAL INSURANCE TRUST**

This Amended Interlocal Agreement, restating and modifying the Preferred Governmental Insurance Trust, is made and entered into effective October 1, 2004, by and among the Local Governmental Entities who have executed Participation Agreements (Application for Membership in the Preferred Governmental Insurance Trust) to become effective October 1, 2004, such Local Governmental Entities representing one hundred percent (100%) of the Governmental Entities participating in the Preferred Governmental Insurance Trust, together with such other Local Governmental Entities who hereafter become members of the Fund, for the purposes and subject to the conditions and restrictions, as hereinafter set forth.

WITNESSETH:

WHEREAS, Article VIII, Section 2, Florida Constitution, provides municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Section 125.01, Florida Statutes, provides that counties shall have the power to carry on county government and to exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, Section 166.021, Florida Statutes, provides in part that "...municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law."; and

WHEREAS, Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969", provides that Local Governmental Entities may enter into interlocal agreements in order to make the most efficient use of their powers by enabling them to cooperate with other Local Governmental Entities on a basis of mutual advantage, thereby providing services and facilities in a manner, and pursuant to forms of governmental organization, that will best accord with geographic, economic, population, and other factors influencing the needs and development of Local Communities; and

WHEREAS, Section 624.4622, Florida Statutes, provides that any two or more Local Governmental Entities may enter into an interlocal agreement for the purpose of securing the payment of benefits under Chapter 440, Florida Statutes, provided such local governmental self- insurance fund created thereby has an annual normal premium in excess of five million dollars (\$5,000,000.00), maintains a continuing program of excess insurance coverage, submits annual audited year-end financial statements, and has a governing body which is comprised entirely of local elected officials; and

WHEREAS, Section 768.28, Florida Statutes, provides that the state and its agencies and subdivisions are authorized to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment, and claims bill which they may be liable to pay pursuant to such section; and

WHEREAS, Section 111.072, Florida Statutes, authorizes any county, municipality, or political subdivision to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage it may choose, or to have any combination thereof in anticipation of any judgment or settlement which its officers, employees, or agents may be liable to pay pursuant to a civil or civil rights lawsuit described in s. 111.07, Florida Statutes; and

WHEREAS, Section 624.462, Florida Statutes, provides that a governmental self-insurance pool created pursuant to Section 768.28(16), Florida Statutes, shall not be considered a commercial self-insurance fund; and

WHEREAS, each of the participating Local Governmental Entities which are party to this Agreement, and all subsequent Local Governmental Entities which become party to this Agreement, are public agencies as defined in Section 163.01, Florida Statutes, and are authorized to enter into this Interlocal Agreement by executing a Participation Agreement; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under Chapter 440, Florida Statutes; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under risk management programs or liability insurance programs; and

WHEREAS, it is in the public interest, and in the best interest of the parties hereto, that they join together to establish a consolidated and comprehensive Fund for the payment of benefits under the Florida Workers' Compensation Law, payment of claims, judgments and claims bills which they may become liable to pay, payment of certain civil rights liabilities, payment of casualty and property losses, and the purchase of appropriate policies of insurance, excess insurance and reinsurance to provide protection against such claims and liabilities; and

WHEREAS, the governing authority of each of the Local Governmental Entities which are a party to this Agreement have duly authorized the execution and delivery of a Participation Agreement obligating such Governmental Entity to full performance of this Agreement; and

WHEREAS, it is the intent of this Agreement to allow participation by additional Local Governmental Entities in the self-insurance fund created hereby, pursuant to the terms and conditions of this Interlocal Agreement;

NOW, THEREFORE, by virtue of the execution and delivery of a Participation Agreement, the parties hereto do hereby covenant and agree as follows

SECTION I

INCORPORATION OF RECITALS

The foregoing WHEREAS clauses are incorporated in, and made a part of, this Amended Interlocal Agreement.

SECTION II

DEFINITIONS

The following definitions shall apply to the provisions of this Amended Interlocal Agreement:

- 2.1 ADMINISTRATOR.** An individual, partnership or corporation engaged by the Fund to carry out the policies of the Fund and provide the day-to-day executive management and oversight of the Fund's operations, including, but not limited to, administration, marketing, underwriting, quoting, issuance, maintenance and auditing of coverage terms, coordinating other third party service providers retained by the Fund and ensuring that the policies and decisions of the Board of Trustees are implemented.

- 2.2 CLAIMS MANAGEMENT.** “Claims Management” shall mean the process of identifying, receiving, handling, adjusting, reserving, resolving and planning for the funding of eligible claims made by or against any Member of the Trust and any other necessary risk management operations.
- 2.3 CONTRIBUTION(S).** “Contribution(s)” shall mean any premium charge or other consideration imposed or collected by, or on behalf of the Trust, from its Members based on criteria adopted from time to time by the Board of Trustees. Contributions may be determined and set with respect to all Members, any individual Member or otherwise. The terms “Contribution(s)”, “Premium(s)” and “Premium Contribution(s)” are used interchangeably and synonymously throughout this Agreement.
- 2.4 COVERAGE TERMS.** “Coverage Terms” or “Coverage Agreements” shall mean the terms and conditions of certificates of insurance, policies of insurance, endorsements to policies of insurance, excess insurance policies and reinsurance policies which are provided to Fund Members from time to time which comprehensively set forth the insurance coverages provided to the Fund Members, as may be modified or altered from time to time with respect to all Members, any individual Member, or otherwise, within the applicable notice and procedural requirements of law, or in any other rules and regulations adopted by the Board of Trustees.
- 2.5 FUND.** “Fund” shall mean the group self-insurer’s fund or trust fund which is hereby created for the purposes set forth herein, known as the Preferred Governmental Insurance Trust. The terms “Fund”, “Trust” and “Trust Fund” are used interchangeably and synonymously throughout this Agreement.
- 2.6 LOCAL GOVERNMENTAL ENTITY OR ENTITIES.** “Local Governmental Entity or Entities” shall mean any “public agency” as defined by Section 163.01(3)(b), Florida Statutes.
- 2.7 MEMBER.** “Member” shall mean a Local Governmental Entity which has duly executed a Participation Agreement and otherwise has complied with all provisions of this Agreement, and which thereafter is entitled to all the rights and benefits conferred by, and subject to all conditions and obligations imposed by, this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees.
- 2.8 NON-COMPLIANCE.** “Non-Compliance” shall mean the failure to comply with the terms of this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees, but only to the extent that such Non-Compliance is deemed material by, and within the sole discretion of, the Board of Trustees.

- 2.9** **PARTICIPATION AGREEMENT.** “Participation Agreement” shall mean the application for membership in the Preferred Governmental Insurance Trust pursuant to which an applying member agrees to be bound by the provisions of the Florida Workers’ Compensation Act, this Amended Interlocal Agreement, the rules and regulations adopted by the Board of Trustees of the Fund, and when accepted by the Board of Trustees or their duly authorized representative, becomes a part of the Interlocal Agreement between the applying member and the Fund.
- 2.10** **PREMIUM(S).** “Premium(s)” shall mean “Contribution(s)”.
- 2.11** **PREMIUM CONTRIBUTION(S).** “Premium Contribution(s)” shall mean Contribution(s).
- 2.12** **THIRD-PARTY CLAIMS MANAGER.** “Third-Party Claims Manager” shall mean an individual or organization providing claims management services to the Fund.
- 2.13** **TRUST.** “Trust” shall mean the “Fund”.
- 2.14** **TRUSTEES.** “Trustees” or “Board of Trustees” shall mean the collegial body charged with the operation and administration of the Fund pursuant to the provisions of this Agreement.
- 2.15** **TRUST FUND.** “Trust Fund” shall mean the “Fund”.

SECTION III
ESTABLISHMENT OF “PREFERRED
GOVERNMENTAL INSURANCE TRUST”
AS A SELF-INSURED FUND

- 3.1** **ESTABLISHMENT.** The Preferred Governmental Insurance Trust is hereby established and created pursuant to the provisions of Article VIII, Section 2, of the Florida Constitution, Sections 125.01, 163.01, 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, for the purposes, and with the powers, duties and obligations, as herein set forth.
- 3.2** **LOCATION.** The location of the principal office of the Trust shall be determined from time to time by the Board of Trustees.
- 3.3** **PURPOSES.** This Amended Interlocal Agreement is made and executed, and the Fund created hereby is established for the purposes of:
- (a) Pooling Member’s resources to fulfill Members’ legal liabilities and obligations, including, but not limited to, providing for the payment of benefits under the Florida Workers’ Compensation Law;

- (b) To minimize the cost of providing workers' compensation coverage by developing and refining specialized claim services, by developing and refining, internally or through third party service providers, a managed care system, together with the development and refining of loss prevention programs for the Members;
- (c) To pay or provide for general liability and casualty coverage to participating Members, including, but not limited to, public officials errors and omissions, employment practices liability and law enforcement liability claims;
- (d) To pay or provide for property coverage to participating Members;
- (e) To pay for or provide to its participating Members coverage in anticipation of any judgment or settlement resulting from a civil rights action arising under federal law;
- (f) To pay for or provide to participating Members coverage in anticipation of any claims bill passed by the Legislature;
- (g) To pay for or provide to participating Members coverage for any other risk authorized under Florida law to be self-insured;
- (h) To pay for or provide to participating Members all or a part of such coverages.

This Agreement is not intended to create a partnership or other legal entity whereby one Member assumes the obligations of another Member, or the obligations of the Fund in general.

3.4 NON-ASSESSABILITY. Should a deficit develop in the Trust, after excess reinsurance recoveries, whereby claims or other expenses cannot be paid, each individual Member shall assume liability for the costs of claims brought against that Member as if such Member were individually self-insured. Each individual Member shall thereafter be responsible for its individual costs including, but not limited to, claims administration without an obligation to, or a right of contribution from, other Members.

3.5 POWERS. The Trust shall have all the rights, powers, duties and privileges as set forth in Article VIII, Section 2 of the Florida Constitution, and Sections 163.01, et seq., 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, and any other applicable Florida Statutes, which are necessary to accomplish the purposes described in Section 3.3, including but not limited to the following:

- (a) Securing the payment of benefits under Chapter 440, Florida Statutes.

- (b) Collecting premiums from Members for the purpose of paying for or providing casualty, property, and liability coverage, and securing the payment of claims associated therewith.
- (c) Paying for or providing coverage for any other risk authorized under Florida law to be self-insured.
- (d) Paying for or providing all or a part of such coverages.
- (e) To make, enter into, and arrange for insurance, reinsurance, excess insurance, catastrophic insurance, stop-loss insurance, or any other coverage as the Fund shall deem necessary and appropriate, without such purchase being deemed a waiver of sovereign immunity.
- (f) To pay, or approve the payment of, any expenses and fees associated with the operation of the Fund.
- (g) To indemnify and hold harmless any Trustee, officer of the Fund, or any person acting on behalf of the Fund, to the fullest extent such indemnification is permitted by law, against (1) reasonable expenses actually and necessarily incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, administrative or civil investigative, including any action, suit or proceeding by or on behalf of the Fund, seeking to hold said person liable by reason of the fact that he or she was acting in such capacity, and (2) reasonable payments made by him or her in satisfaction of any judgment, monetary decree or settlement for which he or she may have become liable in any such action, suit or proceeding by reason of the fact that he or she was acting in such capacity. This indemnification is not intended to, and does not, waive any immunities provided to Members of the Fund, Trustees serving in their capacity as Trustees to the Fund, or to officers or employees of the Fund, by virtue of the laws of the state of Florida, but is merely in addition to such rights, privileges and immunities. (Ref. 624.489 and 768.28, FS).

SECTION IV

ADMINISTRATION OF FUND

- 4.1 MEETINGS.** The Board of Trustees shall meet at such time and in such location as may be acceptable to a majority of the Board of Trustees. The Chairman of the Board of Trustees or his designee shall set the date, time and location of each meeting, and notice thereof shall be furnished to each Trustee by the Chairman or his designee not less than ten (10) days prior to the date of such meeting.

Such notice shall specify the date, time and location of such meeting and may specify the purpose thereof, and any action proposed to be taken there at. Such notice shall be directed to each Trustee by mail to the address of such Trustee as is recorded in the office or offices of the Fund. In no event shall the Board of Trustees meet less than quarterly.

The Chairman of the Board or any three (3) Trustees may call a special meeting and direct the Administrator to send the prerequisite notice for any special meeting of the Board of Trustees. Special meetings of the Board of Trustees may be held at any time and place without notice, or with less than the prerequisite notice, provided all Trustees execute a waiver of notice and consent to said meeting.

For purposes of a duly called meeting of the Board of Trustees, a quorum shall exist if a majority of the members of the Board of Trustees are present. The Administrator shall keep minutes of all meetings, proceedings and acts of the Board of Trustees, but such minutes need not be verbatim. Copies of all minutes of the Board of Trustees shall be sent by the Administrator to all Trustees.

4.2 **VOTING.** All actions by, and decisions of, the Board of Trustees shall be by vote of a majority of the Trustees attending a duly called meeting of the Board of Trustees at which a quorum is present; however, in the event of a duly called special meeting, all actions by, and decisions of, the Board of Trustees may be by vote of a majority of the Trustees present and attending such special meeting if a proper waiver of notice and consent was obtained as provided herein.

4.3 **OFFICE OF THE FUND.** The Board of Trustees shall establish, maintain and provide adequate funding for an office or offices for the administration of the Fund. The address of such office or offices shall be made known to the units of local governments eligible to participate in, or participating in, the Fund. The books and records pertaining to the Fund and its administration shall be kept and maintained at the office or offices of the Fund.

4.4 **EXECUTION OF DOCUMENTS.** A certificate, document, or other instrument signed by the Chairman or the Administrator of the Fund shall be evidence of the action of the Board of Trustees and any such certificate, document, or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all acts and matters stated therein shall conclusively be presumed to be true.

- 4.5** APPOINTMENT OF ADMINISTRATOR. The trustees shall designate and provide compensation for an Administrator to administer the affairs of the Fund. Any Administrator so designated shall furnish the board of Trustees with a fidelity bond with the Trustees as named obligee. The amount of such bond shall be determined by the Trustees and the evidence thereof shall be available to all units of government eligible to participate, or participating in, the Fund.
- 4.6** COMPENSATION AND REIMBURSEMENT OF TRUSTEES. The Board of Trustees may from time to time establish a reasonable amount of compensation to cover attendance at a duly called meeting by the Board of Trustees, or to cover the performance of the normal duties of a Trustee. Such compensation shall include reimbursement for reasonable and necessary expenses incurred therewith.

SECTION V

NUMBER, QUALIFICATION, TERM OF OFFICE AND POWER AND DUTIES OF TRUSTEES

- 5.1** NUMBER AND QUALIFICATION OF TRUSTEES. The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Each Trustee shall be an elected official of a Member. No two (2) Trustees may be elected officials from the same Member. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as an elected official of the Member, whichever shall first occur. A Trustee may serve successive four (4) year terms provided such Trustee continues to remain an elected official of a Member. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such appointment to the chairman, or acting chairman of the Board of Trustees.
- 5.2** RESIGNATION AND REMOVAL OF A TRUSTEE. A Trustee may resign and become and remain fully discharged from all further duties or responsibilities hereunder, by giving at least sixty (60) days prior written notice sent by certified mail, overnight delivery or other appropriate method of delivery to the chairman or acting chairman of the Board of Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on the date designated unless a successor Trustee has been elected at an earlier date as herein provided, in which event resignation shall take

effect immediately upon the election of such successor Trustee. Additionally, oral notice of resignation may be given at any duly convened meeting of the Trustees, which said oral notice of resignation shall be incorporated, and made a part of, the minutes of such duly convened meeting. A Trustee may be removed by a majority vote of the Board of Trustees or by a majority vote of the Members. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the chairman or the secretary of the Trustees at the principal office of the Trust any and all records, books, documents or other property in such Trustees possession, or under such Trustees control, which belongs to the Trust.

5.3 ELECTION OF SUCCESSOR TRUSTEES. Successor Trustees shall be elected by a majority vote of the Board of Trustees. Nominations for the election of Trustees may be made by the Board of Trustees or by any Member of the Fund.

5.4 TRUSTEE TITLE. In the event of death, resignation, refusal or inability to act by any one or more of the Trustees, the remaining Trustees shall have all the powers, rights, estates and interests of this Trust and shall be charged with its duties and responsibilities; provided, however, that in such case(s), no action may be taken unless it is concurred in by a majority of the remaining Trustees.

5.5 TRUSTEE OFFICERS. The Trustees shall elect from among themselves a chairman, vice-chairman and secretary of the Board of Trustees. Such officers shall be elected annually at the end of the fiscal year of the Trust, and may succeed themselves.

5.6 POWER AND AUTHORITY. The Board of Trustees shall be charged with the duty of the general supervision and operation of the Fund, and shall conduct the business activities of the Fund in accordance with this Agreement, its by-laws, rules and regulations and applicable federal and state statutes and rules and regulations. In connection therewith, the Board of Trustees may exercise the following authority and powers:

(a) To collect premiums from participating Members in an amount individually agreed to by the Fund and said Members for the purpose of paying for or providing the coverages provided in this Agreement to participating Members.

(b) To pay for or provide such excess insurance or reinsurance coverage as is necessary to accomplish the purpose of the Fund.

- (c) To borrow funds, issue bonds and other certificates of indebtedness, and arrange for lines or letters of credit to assist in providing the coverages provided in this Agreement to participating Members.
- (d) To pay for or provide appropriate liability and other types of insurance to cover the acts of the Board of Trustees of the Fund.
- (e) To contract with appropriate professional service providers to meet the purposes of the Fund, and to expend funds for the reasonable operating and administrative expenses of the Fund, including but not limited to, all reasonable and necessary expenses which may be incurred in connection with the establishment of the Fund, in connection with the employment of such administrative, legal, accounting, and other expert or clerical assistance to the Fund, and in connection with the leasing and purchase of such premise, material, supplies and equipment as the Board, in its discretion, may deem necessary for or appropriate to the performance of its duties, or the duties of the Administrator or the other agents or employees of the Fund.
- (f) To pay claims the Fund becomes legally obliged to pay pursuant to the Coverage Agreements entered into by and between the Fund and participating Members.
- (g) To establish and accumulate as part of the Fund adequate reserves to carry out the purposes of the Fund.
- (h) To pay premiums on, and to otherwise secure or provide, insurance products that are ancillary to the coverages authorized by this Agreement.
- (i) To invest and reinvest funds that may come into the possession of the Fund.
- (j) To assume the assets and liabilities of the Fund.
- (k) To take such actions and expend such funds as are reasonably necessary to facilitate the cessation of the business of the Fund.
- (l) To exercise such powers that are authorized to be exercised by trustees under and pursuant to the laws of Florida.
- (m) To take such other action and expend such funds as are reasonably necessary to accomplish the purposes of the Fund.

5.7 APPROVAL OF MEMBERS. The Board of Trustees, after the inception of the Fund, shall receive applications for membership from prospective new participants in the Fund and shall approve applications for membership in accordance with the terms of this Agreement, any Participation Agreement, applicable federal and state statutes and rules and regulations, and the rules and regulations established by the Board of Trustees for the admission of new members into the Fund; provided, however, no prospective member may

participate in the Fund unless such prospective member is a public agency of the state. As used herein, the phrase "public agency" includes, but is not limited to, the state, its agencies, counties, municipalities, special districts, school districts, and other governmental entities; the independent establishments and constitutional officers of the state, counties, municipalities, school districts, special districts, and other governmental entities; and corporations primarily acting as instrumentalities or agencies of the state, counties, municipalities, special districts, school districts, and other governmental entities. The Board of Trustees shall be the sole judge of whether or not an applicant for membership shall be eligible to participate in the Fund; provided, however, the Board of Trustees may delegate the functions associated with approval of Members to the Administrator.

- 5.8** REPORTING. The Board of Trustees shall be responsible for and shall cause to be prepared and filed such annual or other periodic audits, reports and disclosures as may be required from time to time pursuant to applicable federal and state statutes and rules and regulations, including, but not limited to, periodic payroll audits, periodic summary loss reports, periodic statements of financial condition, certified audits, appropriate applications filed by prospective new members, reports as to financial standings, payroll records, reports relating to coverage, experience, loss and compensation payments, summary loss data statements, periodic status reports, and any other such reports as may be required from time to time to accomplish the purpose of the Fund or to satisfy the requirements of appropriate governmental entities.
- 5.9** TRUSTEES' LIABILITY. The Trustees and their agents and employees shall not be liable for any act of omission or commission taken pursuant to this Agreement unless such act constitutes a willful breach of fiduciary duties nor shall any Trustee be liable for any act of omission or commission by any other Trustee or by any employee or agent of the Fund. The Fund hereby agrees to save, hold harmless and indemnify the Trustees and their agents and employees for any loss, damage or expense incurred by said persons or entities while acting in their official capacity on behalf of the Fund, unless such action constitutes a willful breach of fiduciary duties.
- 5.10** RELIANCE ON COUNSEL'S OPINION. The Board of Trustees may employ and consult with legal counsel concerning any questions which may arise with reference to the duties and powers of the Board of Trustees or with reference to any other matter pertaining to this Agreement or the Fund created thereby; and the opinion of such counsel shall be full and complete authorization and protection from liability arising out of or in respect to any action taken or

suffered by the Board of Trustees or an individual Trustee acting hereunder in good faith and in accordance with the opinion of such counsel.

- 5.11 BY-LAWS, RULES AND REGULATIONS.** The Board of Trustees may adopt and enforce such by-laws, rules and regulations as between the Members of the Fund and the Fund governing the operation of the Fund as are consistent with the terms of this Agreement and as are reasonably necessary to accomplish the purposes of the Fund.

SECTION VI

POWERS AND DUTIES OF THE ADMINISTRATOR

- 6.1 RESPONSIBILITIES.** The Administrator shall have the power and authority to implement the directives of the Board of Trustees and the policy matters set forth by the Board of Trustees as they relate to the on-going operation and supervision of the Fund, the by-laws, rules and regulations established by the Board of Trustees, the provisions of this Agreement, and applicable federal and state statutes, rules and regulations. The powers, duties and responsibilities of the Administrator retained by the Board of Trustees shall be set forth in an Administrative Agreement executed between the Board of Trustees and the Administrator.
- 6.2 CONTRIBUTIONS.** The Administrator shall deposit into the account or accounts designated by the Board of Trustees, at the financial institution or institutions designated by the Board of Trustees, all contributions as and when collected from the Members and said monies shall be disbursed only in the manner provided by this Agreement, the Coverage Agreements, the rules, regulations and by-laws of the Board of Trustees, and the Agreement entered into by and between the Board of Trustees and the Administrator.

SECTION VII

MEMBERS

- 7.1 MEMBERSHIP CANCELLATION, SUSPENSION OR EXPULSION.** The Board of Trustees shall be the sole judge of whether membership in the Fund may be cancelled, or whether a member may be suspended or expelled from the Fund; provided, however, the Board of Trustees may delegate the functions associated with cancellation, suspension or expulsion of a Member to the Administrator. Written notice of any such cancellation, suspension or expulsion shall be provided by the Fund to the member no less than thirty

(30) days prior to the effective date of such cancellation, suspension or expulsion, and no liability under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the member pursuant to this Agreement, shall accrue to the Fund following the effective date of such cancellation, suspensions or expulsion. The minimal notice provisions of this paragraph shall not apply in the event a member fails to make the requisite contributions for coverages under this Agreement when such contributions are due.

7.2 **RESPONSIBILITIES OF MEMBERS.** By execution of a Participation Agreement agreeing to be bound by the terms and conditions of this Amended Interlocal Agreement, each Member agrees to abide by the following rules and regulations:

- (a) The Trustees have the sole responsibility to govern and direct the affairs of the Fund pursuant to this Agreement.
- (b) Any Member who formally applies for Membership in this Fund, and who is accepted by the Board of Trustees, shall thereupon become a party to this Amended Interlocal Agreement and shall be bound by all of the terms and conditions contained herein. The Participation Agreement shall constitute a counterpart of this Amended Interlocal Agreement, and this Amended Interlocal Agreement shall constitute a counterpart of the Participation Agreement.
- (c) To maintain a reasonable loss prevention program in order to provide the maximum in safety and lawful practices as such may relate to the potential liability assumed by the Fund under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.
- (d) To comply with the conditions of the Florida Workers' Compensation Law.
- (e) To provide immediate notification in the event an accident or incident occurs which is likely to give rise to a claim within the scope of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.
- (f) To promptly make all contributions for coverages arising under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement, at the time and in the manner directed by the Board of Trustees.

Said contributions may be reduced by any discount, participation credit, or other contribution reduction program established by the Board of Trustees.

(g) In the event of the payment of any loss by the Fund on behalf of the Member, the Fund shall be subrogated to the extent of such payment to all the rights of the Member against any party or other entity legally responsible for damages resulting from said loss, and in such event, the Member hereby agrees, on behalf of itself, its officers, employees and agents, to execute and deliver such instruments and papers as is required, and do whatever else is reasonably necessary, to secure such right to the Fund, and to cooperate with and otherwise assist the Fund as may be necessary to effect any recovery sought by the Fund pursuant to such subrogated rights.

(h) The Board of Trustees, its Administrator, and any of their agents, servants, employees or attorneys, shall be permitted at all reasonable times and upon reasonable notice to inspect the property, work places, plants, works, machinery and appliance covered pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and shall be permitted at all reasonable times while the Member participates in the Fund, and up to and including two (2) years following the termination of its membership in the Fund, to examine the Members' books, vouchers, contracts, documents and records of any and every kind which show or tend to show or verify any loss that may be paid or may have been paid by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, or which show or verify the accuracy of any contribution which is paid or payable by the Member pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(i) The Fund is to defend in the name and on behalf of the Member any claims, suits or other legal proceedings which may at any time be instituted against the Member on account of bodily injury liability, property damage, property damage liability, errors and omissions liability or any other such liability, monetary or otherwise, to the extent such defense and liability has been assumed by the Fund pursuant to his Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, subject to any and all of the definitions, terms, conditions and exclusion contained in said

agreements, or any other agreement, certificate, document, or other instruments, although such claims, suits, allegations or demands are wholly groundless, false, fraudulent, and to pay all costs taxed against the Member in any such legal proceedings defended by the Fund or the Member, all interest, if any, legally accruing before and after entry of judgment in such proceedings, and all expense incurred in the investigation, negotiation or defense of such claims, suits, allegations or demands. Such defense shall be subject to the control of the Fund and its Administrator, which may make such investigations and settlement of any such claim, suit, or other legal proceeding, monetary or otherwise, as they deem expedient. The Member agrees to cooperate fully with the Fund, its administrator and their agents, with respect to the investigation, adjustment, litigation, settlement and defense of any claim, suit, or other legal proceeding, monetary or otherwise, which would be covered by the terms of this Agreement and/or any policies of insurance, excess insurance or re-insurance which have been purchased to provide protection against such claims and liabilities. The Member acknowledges that failure to cooperate fully in the investigation, defense or litigation of such claims, suits, or liabilities may constitute grounds for denial of coverage pursuant to this Agreement and/or the applicable policies of insurance.

(j) The liability of the Fund is specifically limited to the discharge of the liability of its Members assumed pursuant to this Agreement or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement; the coverage of the Fund does not apply to punitive or exemplary damages.

(k) Unless the Fund and the Member otherwise expressly agree in writing, coverage by the Fund for a Member under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire automatically on the last day of September of each calendar year, and no liability under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall accrue to the Fund beyond such expiration date unless such Member renews its coverage.

(l) Except as otherwise provided herein, a Member's coverage may be cancelled by the Fund or the Member at any time upon no less than thirty (30) days prior written notice by the Board of Trustees or Administrator to

the Member, or by the Member to the Board of Trustees. The notice shall state the date such cancellation shall become effective.

(m) Excess monies remaining after the payment of claims and claims expenses, and after provision has been made for the payment of open claims and outstanding reserves, may be distributed by the Board of Trustees to the Members participating in the Fund in such manner as the Board of Trustees shall deem to be equitable.

(n) There will be no disbursements out of the reserve fund established by the Fund by way of dividends or distributions of accumulated reserves to Members until after provision has been made for all obligations against the Fund and except at the discretion of the Board of Trustees.

(o) Qualified service providers, including attorneys selected by the Fund, shall defend, investigate, settle and otherwise process and dispose of all claims, suits, allegations or demands that may result in liability assumed by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(p) The Member, through the Board of Trustees, does hereby appoint the Administrator as its agent and attorney-in-fact, to act on its behalf and to execute all necessary contracts, reports, waivers, agreements, excess insurance contracts, service contracts, and other documents reasonably necessary to accomplish the purposes and to fulfill the responsibilities of the Fund; to make or arrange for the payment of claims, claims expenses, and all other matters required or necessary insofar as they affect the matters covered pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and the rules and regulations now or hereafter promulgated by the Board of Trustees.

(q) To make prompt payment of all contributions and penalties as required by the Board of Trustees, said contributions or penalties to be determined by the Board of Trustees. Any disputes concerning contributions or penalties shall be resolved after the payment of said contributions or penalties.

(r) To pay reasonable penalties as determined by the Board of Trustees for late payment of contributions required under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(s) Coverage by the Fund under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire and be cancelled, upon no less than ten (10) days prior written notice from the Fund to the Member, for nonpayment of contributions.

(t) To abide by all the terms and conditions of this Agreement, the Participation Agreement, the Fund's by-laws, the rules and regulations, the terms of any coverage document issued by the Fund to the Member, and any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(u) Each Member voluntarily transfers to the Trust any rights and privileges such Member enjoys under the laws of the State of Florida, including Sections 163.01, and 768.28, Florida Statutes, and specifically those statutory provisions pertaining to such Member's sovereign immunity and the applicable limitations of the Member's liability to \$100,000.00 per individual claim, and to \$200,000.00 for multiple claims, arising out of the same transaction. The purchase of insurance or indemnity hereunder shall not be deemed or be construed as a waiver of sovereign immunity by the Members.

SECTION VIII

ACCOUNTING

True and complete accounts shall be kept of all transactions and of all assets and liabilities of the Trust. The accounts of the Trust shall be audited annually by a firm of independent certified public accountants, which shall be selected by the Board of Trustees.

SECTION IX

DURATION

This Agreement shall continue in full force and effect until it is terminated by the mutual consent of all the Members; provided, however, that this Section IX shall not be construed to preclude the termination and winding up of the Trust within the discretion of the Board of Trustees, or the amendment of this Agreement pursuant to Section X.

SECTION X
AMENDMENT

This Agreement may be amended upon the written consent of the Members of the Fund. Execution of a Participation Agreement or renewal of coverages provided by the Fund shall constitute such written consent.

SECTION XI
STATUTES, RULES AND REGULATIONS

The Trust shall at all times act in accordance with the provisions of statutes, rules and regulations of the State of Florida.

SECTION XII
MISCELLANEOUS PROVISIONS

- 12.1 PROHIBITION AGAINST ASSIGNMENT.** No Member may assign any right, claim, or interest it may have under this Agreement, or any coverage term, and no creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, funds, or assets of the Trust except as specifically may be agreed to by the Trust.
- 12.2 APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the statutes, rules and regulations of the State of Florida, and all questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the State of Florida.
- 12.3 ENFORCEMENT.** The Trust and its Members shall have the power to enforce this Agreement by action brought in any court of appropriate jurisdiction within the State of Florida.
- 12.4 SEVERABILITY.** If any term or provision of this Agreement, or the application of such term or provision to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be effected, and each term or provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
- 12.5 CONSTRUCTION.** Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neutral gender in all situations where they would so apply.

Whenever any words are used in this Agreement in the singular, they shall be construed as though they were also used in the plural form in all situations where they would so apply. Whenever any words are used in this Agreement in the plural form, they shall be construed as they thought were used in the singular form in all situations where they would so apply.

12.6 FISCAL YEAR. The Fund shall operate on a fiscal year from 12:01 a.m., October 1, to midnight the last day of September of the succeeding year. Application for membership, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless cancelled by the Board of Trustees or the participating Member in the manner herein provided.

By execution of the attached Participation Agreement or renewal of coverages provided by the Fund, and upon acceptance by the Board of Trustees, or their designated agent, the Member agrees to be fully bound by the terms and conditions of the Amended Interlocal Agreement, effective October 1, 2004, and thereafter.

**AMENDMENT "A" TO THE
AMENDED INTERLOCAL AGREEMENT
CREATING
THE PREFERRED GOVERNMENTAL INSURANCE TRUST**

WHEREAS, Section X of the Amended Interlocal Agreement Creating The Preferred Governmental Insurance Trust (alternatively "Preferred", "Fund" or "Trust") provides that the Interlocal Agreement may be amended by the members of Preferred, and that execution of either a Participation Agreement or an Agreement for Renewal of Coverage shall constitute written consent to such amendment; and

WHEREAS , in order to protect the integrity of Preferred, its continued success and provide security as to its operation and administration, it is essential that the provisions of the Interlocal Agreement, relating to who may serve as a Trustee of Preferred, be fully compliant with applicable Florida Statutes;

NOW, THEREFORE , by execution of a Participation Agreement or Agreement for Renewal of Coverage, the Members of Preferred do hereby amend subsection 5.1 of the Amended Interlocal Agreement to read as follows:

5.1 NUMBER AND QUALIFICATION OF TRUSTEES. The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Upon initial election to the Board of Trustees, a Trustee shall be a local elected official of a member of the Trust. No two (2) Trustees may be local elected officials from the same governmental entity. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as a local elected official. Following a Trustees' initial term of office, such Trustee may continue to serve as a Trustee of Preferred provided: (1) such Trustee holds an office as an elected local official (as required by s. 624.4622(1) (d) Florida Statutes); and (2) a majority of the Board of Trustees, in their sole discretion, determine that it is in the best interest of the Trust that such Trustee continue to serve as a Trustee of Preferred, and so elects such Trustee to continue to serve a successive term, or terms. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such election to the Chairman, or acting Chairman, of the Board of Trustees.

Effective Date: October 1, 2013

**AMENDMENT “B” TO THE
AMENDED INTERLOCAL AGREEMENT
CREATING
THE PREFERRED GOVERNMENTAL INSURANCE TRUST**

WHEREAS, Section X of the Amended Interlocal Agreement Creating The Preferred Governmental Insurance Trust (alternatively “Preferred”, “Fund” or “Trust”) provides that the Amended Interlocal Agreement may be amended by the members of Preferred, and that execution of either a Participation Agreement or an Agreement for Renewal of Coverage shall constitute written consent to such amendment; and

WHEREAS, due to legislative changes to Florida Statutes over time, it is necessary to amend certain provisions of the Amended Interlocal Agreement to be fully compliant with applicable amended Florida Statutes;

NOW, THEREFORE, by execution of a Participation Agreement or Agreement for Renewal of Coverage, the Members of Preferred do hereby amend the Amended Interlocal Agreement set forth as follows:

1. Sections 3.1 and 3.5 of the Amended Interlocal Agreement, references to Section 768.28(15)(a), are hereby amended and restated to read 768.28(**16**)(a).
2. Section 7.2(u) of the Amended Interlocal Agreement is hereby fully amended and restated as follows:

Each Member voluntarily transfers to the Trust any rights and privileges such Member enjoys under the laws of the State of Florida, including Sections 163.01, and 768.28, Florida Statutes, and specifically those statutory provisions pertaining to such Member’s sovereign immunity and the applicable limitations of the Member’s liability set forth therein as amended from time to time. The purchase of insurance or indemnity hereunder shall not be deemed or be construed as a waiver of sovereign immunity by the Members.

3. Except as expressly modified and amended hereby, the terms and conditions of the Amended Interlocal Agreement are hereby ratified and affirmed and shall remain in full force and effect, and the parties promise to continue to perform all obligations of the Amended Interlocal Agreement.

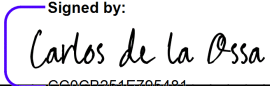
Effective Date: October 1, 2025

Premium Recapitulation

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<i>Preferred Package</i>			
Crime / Employee Dishonesty	\$209.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
General Liability	\$838.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Public Officials / Employment Practices Liability	\$1,006.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cyber Liability	\$210.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	\$252.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Package Payment Plan:	Annual		

****Please note that the annual premium would be \$6,001.***

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

Signed by:

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 (Signature)
 Carlos de la Ossa Chair

 (Name & Title)
 4/30/2026

 (Date)

SIGN HERE

General Member Information	
Name: Balm Grove Community Development District	
Mailing: 2005 Pan Am Circle Suite 300	
City/State/Zip: Tampa, Florida 33607	
Physical: 2005 Pan Am Circle Suite 300	
City/State/Zip: Tampa, Florida 33607	
Member Contact Information	Additional Member Information
Contact: Jayna Cooper	FEIN: NCCI Risk ID:
Title: District Manager	Population: 0
Phone#: 813-608-8242 Fax#:	County: Hillsborough
Email: jayna.cooper@inframark.com	Member Type: Community Development District
Agency Information	Agency Contact Information
Agency: Risk Management Associates, Inc.	Contact: Devyn Donley
Address: 300 North Beach Street	Phone#: 3862394070
City/State/Zip: Daytona Beach , Florida 32114	Fax#:
Phone#: (386) 252-6176 Fax#: (386) 239-4049	Email: devyn.donley@bbrown.com

CERTIFICATION

The undersigned being authorized by and acting on behalf of the applicant and all persons/concerns seeking insurance, has read and understands this Application, including any appendices and/or supplements, and declares that all statements set forth herein are true, complete and accurate. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase the coverage, nor does the review of same bind The Trust to issue a coverage agreement. This application shall be the basis of the contract, should one be issued.

This Application must be signed by the "Ranking Elected/ Appointed Official" of the Entity making the application (e.g. Chair, President, Superintendent or Executive Director of the Educational Entity) or the Risk Manager (or ranking official) assigned this function.

Signed by: Carlos de la Ossa
 SIGNATURE: _____
 TITLE: Chair
 DATE: 4/30/2026



NOTICE TO APPLICANT

For your protection, the following Fraud Warning is required to appear on this application:

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.



Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

Coverages Selected:

Auto Liability	Y	Auto Physical Damage	N
Boiler & Machinery	N	Crime	Y
Flood	N	Garage Keepers	N
General Liability	Y	Inland Marine	N
Professional Liability	Y	Property	N
Cyber Liability	Y		

Coverage/Exposure Summary:

Line of Business	Exposure Coverage	Applicable/Not Applicable
General Question	Application general Information	
General Question	Excess WC (Standards Limits are \$1M/\$1M/\$1M)	Not Applicable
General Question	SIR – TPA Information	Not Applicable
General Question	Stop Loss	Not Applicable
Auto Liability	Coverage	Applicable
Auto Physical Damage	Coverage	Not Applicable
Crime	Coverage	Applicable
Cyber Liability	Coverage	Applicable
Garage Keepers	Coverage	Not Applicable
General Liability	Coverage	Applicable
General Liability	Operations: Elder Care/Respite Care	Not Applicable
General Liability	Operations: Special Events, Fairs or Carnivals	Not Applicable
General Liability	Operations: Supervision Abuse Prevention (Required)	Applicable
Professional Liability	Law Enforcement	Not Applicable
Professional Liability	POL/ELL/EPLI	Applicable
Property	Coverage	Not Applicable

Initial
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INITIAL HERE



Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

APPLICATION GENERAL INFORMATION

General Questions	Response
Account CSR:	Jessica Conway
Agent Name:	Devyn Donley
Primary Member Contact:	Jayna Cooper
If New Primary Contact include name, phone and email address:	Jayna Cooper 813-608-8242 jayna.cooper@inframark.com
Requested Effective Date:	03/16/2026
Requested Termination Date:	03/16/2027
Bid Date (if Applicable, Attach RFP copy):	
Need by Date:	3/11/2026
Is this new business? If it is new business, please complete and attach the 'Expiring Information' form. Template can be found under 'Agent Documents' at the top of the page (Application is not complete without this information).	Yes
Have you been with PGIT less than 5 years? If Yes - complete and attach the 'Loss Summary' form or a 'No Known Losses' letter. Template can be found under 'Agent Documents' at the top of the page (Application is not complete without this information).	Yes
Member's FEIN	
NCCI Risk Id #	
Population	0
Have you attached the most recent audited financials/budget?	
Please Enter Full Detail Description of Operations	
Installment Schedule: (Only Available for premium > 100k, pay plan is agency bill)	Annual
Do you have a Risk Manager? (If yes, please provide name and number in comment box)	No
Do you have a Human Resource or Personnel Department? (If No please describe handling of this function in comment box)	No
Number of Full Time Police?	0
Number of Full Time Fire?	0
Number of Full Time all other Personnel?	0
Number of Part Time Police?	0
Number of Part Time Fire?	0
Number of Part Time All Other Personnel including Seasonal personnel?	0
Number of Volunteers Police?	0
Number of Volunteers Fire?	0
Number of Volunteers All Others?	0
Police - Estimated Payroll	\$0
Fire - Estimated Payroll	\$0
All Other - Estimated Payroll	\$0

Initial





Coverage Term: 03/16/2026 to 03/16/2027


Member Name:

Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION- PROFESSIONAL LIABILITY- PUBLIC OFFICIALS & EMPLOYMENT PRACTICES

THIS IS AN APPLICATION FOR "CLAIMS MADE AND REPORTED" COVERAGE

POL/EPLI General Questions	Response
1 - POL Limit:	\$1,000,000
2 - POL Deductible:	\$0
3 - EPLI Limit:	\$1,000,000
4 - EPLI Deductible:	\$0
5 - POL Retro Date	
6 - EPLI Retro Date	
7 - If New Business - Who is your current POL/EPLI carrier?	EGIS
8 - If new business - What is your current POL/EPLI Limit?	\$1,000,000
9 - If new business - What is your current POL/EPLI Deductible?	\$0
10 - If new business, is your current coverage claims made or occurrence?	Claims Made
11 - Has your POL/EPLI coverage ever been cancelled or non-renewed? (If yes describe answer in comment box)	No
12 - Total Number of Board Members?	
13 - Are Board members Elected? (Y/N) (If no, describe who they are appointed by in comment box)	
14 - Number of employees who hold professional designations	0
15 - Has any bond issue been defeated within the past three years?	No
16 - If yes, has the proposal been resubmitted or is it expected to be resubmitted?	No
17 - Has the public entity been in default on the principal or interest on any bond? (if yes, please provide details in comment box)	No
18 - Do you have a zoning commission? (Y/N)	No
19 - Does your legal counsel attend all meetings of the planning and zoning board?	Yes
20 - Do officials receive training with respect to open meetings and hearing regulations?	Yes
21 - Do you have a written master plan for economic development? (If yes, please select the year)	
22 - Do you have formally approved land use ordinances that have been reviewed by legal counsel?	Yes
23 - Do you have a formal procedure to file for a variance to land use statutes?	Yes
24 - Do you have a formal process for application and approval of permits and licenses?	Yes
25 - Do you have a formal written policy prohibiting elected officials and/or board members from sitting on decisions in which they may have a conflict of interest?	Yes
26 - If with Preferred less than 5 years, have you had any disputes or claims involving a wrongful taking, zoning variance or land use right? (If yes, provide details in comment box). Please note providing details here does not qualify as reporting a claim.	No
27 - If with Preferred less than 5 years, have you had any disputes or claims involving the approval of building permits, design, or code enforcement? (If yes, provide details within comment box.) Please note providing details here does not qualify as reporting a claim	No

Initial 

Date 4/30/2026

INITIAL HERE




Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

28 - If with Preferred less than 5 years, have you had any disputes, claims, or complaints involving open or closed landfills? (If yes, provide details within the comment box.)	No
29 - Number of employees reported on IRS Form 1099(no FEIN) and/or who have written employment agreements	0
30 - Total % of involuntary turnover during the last 3 years (Ex. 2)	0%
31 - Total % of voluntary turnover during the last 3 years (Ex. 5)	0%
32 - Average # of years of employment for all employees (Ex. 4)	0
33 - Do supervisors receive training in the proper implementation of your policies and procedures?	Yes
34 - Is training documented in their personnel file?	Yes
35 - Enter 4 digit year employment manual written or last updated.	
36 - Is employment manual reviewed by counsel experienced and qualified in employment law?	Yes
37 - Do policies and procedures comply with state and federal guidelines?	Yes
38 - Is this manual distributed to all employees upon hiring?	Yes
39 - Do you have a written policy with respect to both sexual and non-sexual harassment?	Yes
40 - Do you follow a formal written procedure for employee disputes/complaints?	Yes
41 - Are all actions to dismiss or demote employees reviewed in advance by legal counsel?	Yes
42 - Do you require that due process be served and documented for all proceedings involving dismissal, demotion, or suspension?	Yes
43 - Are all probationary or disciplinary actions recorded in writing and signed by the employee?	Yes
44 - Have job descriptions been drafted for regular full-time positions?	Yes
45 - Are you an Equal Opportunity Employer?	Yes
46 - Over the last 5 years has any person made a claim alleging unfair or improper treatment regarding employee hiring, remuneration, advancement, or termination of employment? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	No
47 - Answer if with Preferred less than 5 years. Has any claim been made against the entity or any person in their capacity as an official or employee of the entity? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	No
48 - Does any official or employee have any knowledge of any fact, circumstance or situation which might reasonably be expected to give rise to a claim? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	No

Initial 

Date 4/30/2026

INITIAL HERE



Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION - CYBER LIABILITY GENERAL QUESTIONS

THIS IS AN APPLICATION FOR CLAIMS MADE AND REPORTED COVERAGE

Cyber Liability	Response
1 - Cyber Retro Date	
2 - Do you have anti-virus software installed and enabled on all desktops and servers (excluding database servers) and is it updated on a regular basis?	Yes
3 - Do you have firewalls installed on all external gateways?	Yes
4 - Do you take regular backups (at least weekly) of all critical data?	Yes
5 - If confidential information is stored on laptops, flash drives and other mobile devices, is the information stored in an encrypted format?	No
6 - Is data "at rest" (servers, etc.) stored in an encrypted format?	No
7 - Is multi-factor authentication required for all employees when accessing email through a website or cloud based service?	Yes
8 - Is multi-factor authentication required for all remote access to the network provided to employees, contractors, and 3rd party service providers?	Yes
IN ADDITION TO REMOTE ACCESS, IS MULTI-FACTOR AUTHENTICATION REQUIRED FOR THE FOLLOWING, INCLUDING ACCESS PROVIDED TO 3RD PARTY SERVICE PROVIDERS:	
9 - All internal and remote admin access to directory services	Yes
10 - All internal and remote admin access to network backup environments	Yes
11 - All internal and remote admin access to network infrastructure	Yes
12 - All internal and remote admin access to the organization's endpoints/servers	Yes
13 - Have you suffered a claim or loss in the last five years, in relation to cyber liability or cyber security? If yes, describe:	No
14 - Are you aware of any circumstances or complaints against you in relation to data protection or security, PII (Personally Identifiable Information), PHI (Protected Health Information) or any other actual or potential security violations or breaches either currently or in the past five years? If so, please describe (Please note providing details here does not qualify as reporting a claim)	No

Initial 

Date 4/30/2026





Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

PROFESSIONAL LIABILITY- POL/EPLI/ CYBER

IT IS AGREED THAT IF ANY SUCH FACT, CIRCUMSTANCE OR SITUATION NOT LISTED/DISCLOSED HEREIN, THEN ANY CLAIM BASED UPON, ARISING OUT OF, OR ATTRIBUTABLE THERETO, IS EXCLUDED FROM THE COVERAGE BEING APPLIED FOR.

The undersigned, being authorized by and acting on behalf of the applicant and all persons or concerns seeking coverage, has read and understand this Application, and declares all statements set forth herein are true, complete and accurate. The undersigned further declares and represents that any occurrence or event taking place prior to the inception of the coverage agreement applied for, which may render inaccurate, untrue or incomplete any statement made herein will immediately be reported in writing to the Trust. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase coverage, nor does the review of this Application bind Preferred to issue a coverage agreement. This Application shall, however, be the basis of the contract, should a coverage agreement be issued.

Signed ^{Signed by:} Carlos de la Ossa Title Chair Date 4/30/2026
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This Application must be signed by the "Ranking Elected / Appointed Official" of the Entity making the application (e.g. Mayor /Manager / equivalent Officer) or the Risk Manager (or ranking official) assigned this function.

SIGNATORY ABOVE IS ALSO TO INITIAL EACH AND EVERY PAGE OF THIS APPLICATION.

IMPORTANT NOTICE: SHOULD THE SIGNED APPLICATION DIFFER IN ANY WAY FROM THE APPLICATION SUBMITTED FOR UNDERWRITING/RATING PURPOSES, THE TERMS, CONDITIONS AND PREMIUM AS REFLECTED ON SUBJECT TO CHANGE.






Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION - Auto Liability

Coverage	Response
1 - AL Limit:	\$1,000,000
2 - AL Territory:	Gulf Coast
3 - AL Deductible:	\$0
4 - Medical Payment limit:	
5 - Uninsured/Underinsured motorist limit (Maximum \$100,000):	
6 - Hired and Non-Owned Liability? (Y/N)	Y
7 - If symbol 10 for AL is required, provide definition:	
8 - How often do you inspect vehicles for safety hazards?	N/A
9 - Are safety inspection records maintained?	No
10 - Are vehicles assigned to specific drivers with back up drivers?	No
11 - Do you have any busing operations contracted to third parties that is greater than 50% of the overall busing operations?	No
12 - Are 15 passenger vans used for passenger transportation? (If yes, provide Member's policy/procedure with regards to how many passengers are transported in each van, seatbelts, other safety procedures, etc.)	No
13 - Do you own/operate Autonomous Vehicles? If so Autonomous Vehicle Supplemental Application is required.:	No
PLEASE ENTER 4 DIGIT YEAR FOR DATE WRITTEN, LAST UPDATED OR "NONE" for the next 5 questions	
14 - Fleet Management Safety Manual:	None
15 - Driver Training Program:	None
16 - MVR Criteria:	None
17 - Formal Written Accident Reporting Procedure:	None
18 - Employee Disciplinary Program for Driver Safety	None

Initial 

Date 4/30/2026

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Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION- CRIME

Coverage	Response
1 - Employee Dishonesty Blanket Limit (faithful performance included):	\$100,000
2 - Employee Dishonesty Deductible:	\$1,000
3 - Theft, Disappearance or Destruction Limit	\$100,000
4 - Theft, Disappearance or Destruction Deductible	\$1,000
5 - Computer Fraud Limit	\$100,000
6 - Computer Fraud Deductible	\$1,000
7 - Forgery or Alteration Limit	\$100,000
8 - Forgery or Alteration Deductible	\$1,000
9 - Does the applicant check for past criminal records (theft of money and securities, robbery, etc.) on rateable employees?	Yes
10 - How frequently are audits performed? (weekly, monthly, quarterly, annually)	Annually
11 - Who performs the audit?	CPA
12 - Is countersignature of checks required?	No
13 - Are your bank accounts reconciled by someone not authorized to deposit or withdraw?	No
14 - Number of employees handling money(accountants,bookkeepers, cashiers, check signers,etc.):	0
15 - Number of messengers:	0
16 - Number of guards accompanying messenger:	0
17 - Is banking done by your internal staff or by other outside professionals?	Other

Signed by: Carlos de la Ossa Date 4/30/2026
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Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION - General Liability

Coverage	Response
1 - GL Occurrence Limit	\$1,000,000
2 - GL Deductible	\$0
3 - Employee Benefits Occurrence Limit	\$1,000,000
4 - Medical Expense Limit (Max \$5,000)	\$5,000
5 - Total number of Housing Authority units	0
6 - If Housing Authority, please give number of section 8 units (including USDA units)	0
7 - Number of hotel units owned/operated by member	0
8 - Do you require all contractors & vendors with whom you do business to provide a contractual hold harmless and certificate of Insurance.	Yes
9 - Do you require groups using your facilities to provide a contractual hold harmless and Certificate of Insurance?	Yes
10 - Do you require groups using your facilities to make you an additional insured on their insurance policy?	Yes
11 - Do you have an ADA coordinator? If so please provide name.:	District Manager
12 - If you are a special district, are you responsible for sidewalk maintenance?	No

CHECK YES/ NO FOR EACH OF THE FOLLOWING EXPOSURES

13 - Athletic Fields & Activities	No
14 - Airports/Aircraft (Coverage limited to Premises Liability Only)	No
15 - Bleachers/Auditoriums/Stadiums	No
16 - Do you sponsor/operate Children/Youth Programs?	No
17 - Do you sponsor/operate Sr. Adult Program?	No
18 - Do you sponsor/operate programs for emotionally/mentally challenged individuals?	No
19 - Electric Power Distribution(Power Generation excluded)	No
20 - EMT's/Paramedics (Incl Fire Dept & Other 1st Responders)	No
21 - Exhibition/Convention Center	No
22 - Gas Utility Distribution (Generation Excluded)	No
23 - Golf Course	No
24 - Hospitals, Nursing Homes, Medical Facilities (Coverage limited to Premises Liability only, Medical Malpractice excluded)	No
25 - Law Enforcement(See Law Enforcement section for coverage questions)	No
26 - Marinas (Premises Liability only excludes Marina Operators Liability)	No
27 - Detention Facilities (See Law Enforcement section for coverage questions)	No
28 - Restaurants/Snack Bars/Food Beverage Carts	No
29 - Skate Parks	No
30 - Swimming Pools/Water Parks/Splash Parks	No
31 - Wastewater Treatment	No
32 - Water Utility	No
33 - Watercraft (Coverage limited to craft less than 52ft excludes paying passengers)	No
34 - Wharves/Piers/Docks (Excluding Marina Ops Liability)	No

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Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

35 - Drones (if yes, and you are requesting coverage complete the Unmanned Aircraft/Drone supplemental application found in the pool forms and documents)	No
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36 – Trampolines, inflatables, or bounce houses?	No
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COVERAGE INFORMATION- General Liability

Operations: Elder Care/ Respite Care

Response

1 - Number of Elder Care/Respite Care locations	
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2 - Ratio of clients to care providers	
--	--

COVERAGE INFORMATION- General Liability

Operations: Special Events, Fairs, or Carnivals

Response

1 - If you have fireworks displays, how many a year do you have?	
--	--

2 - Do you contract out the fireworks display to a licensed Pyrotechnician?	
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Initial 

Date 4/30/2026

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Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION- General Liability

Supervision Abuse Prevention (Required)	Response
1 - Who in the Entity has been designated to handle claims (include name, address, telephone number and email)?	District Manager
2 - With respect to Claims Incidents, etc., do you have a written procedure for obtaining information?	Yes
ENTER YES/NO FOR ALL OPERATIONS LISTED BELOW	
3 - Camps (Residential): (Yes/No)	No
4 - Camps with overnight stays: (Yes/No)	No
5 - Daycare Centers/Nursery Schools - Children or Adult Care: (Yes/No)	No
6 - Juvenile Detention Centers: (Yes/No)	No
7 - Medical Services and Professionals - Doctors, Psychiatrists, Visiting Nurse Services: (Yes/No)	No
8 - Mental Institutions: (Yes/No)	No
9 - Orphans or Foster Homes, including Social Service Agencies responsible for the Foster Home evaluation and/or placement: (Yes/No)	No
10 - Religious/Clergy/Church Organizations	No
11 - Schools - public or private elementary, junior high or high school: (Yes/No)	No
12 - Social Service Counselors - Social Workers, Psychologists: (Yes/No)	No
13 - Special Needs Educational Facilities: (Yes/No)	No
14 - Substance Abuse Facilities with overnight stays: (Yes/No)	No
15 - Substance Abuse Facilities without overnight stays: (Yes/No)	No
16 - Youth Organizations (Sports, Scouts, YMCA/YWCA, Big Brothers/Sisters, etc): (Yes/No) - If yes please specify in Comment field	No
17 - Is there a Sexual Abuse Prevention Program in effect?	No
18 - Has a written policy been established clearly expressing management's commitment to sexual abuse prevention?	No
19 - Have written procedures encompassing rules, a code of conduct and disciplinary measures been established for all staff and/or volunteers, which clearly define the policy and consequences of non-adherence?	No
20 - Has a mechanism been developed to ensure that sexual abuse prevention policies and procedures are implemented and enforced throughout the organization?	No
21 - Is there a Sexual Abuse Prevention Coordinator that reports to a member of management?	Yes
22 - Are management/staff trained in policies and procedures relating to the Sexual Abuse Prevention Program?	Yes
23 - Do policies and procedures include an incident reporting and follow-up mechanism?	Yes
24 - Are standard applications used for all prospective employees or volunteers?	Yes
25 - Is there a minimum of two background checks for prospective employees with documentation maintained in file?	No
26 - Do background checks include checks with "Sex Offender Hot-lines", State Police, State Department of Social Services, or similar public agencies? (where applicable)	No
27 - In the past five years have any employees or officers been terminated for cause related to sexually abusive behavior?	No

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Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

28 - Are records maintained documenting adherence to all applicable policies and procedures, e.g., hiring and screening, code of conduct, training, incident and follow-up procedures?	Yes
29 - Are you aware of any circumstance that may result in a sexual abuse claim? If Yes, explain in the comment box. (Please note providing details here does not qualify as reporting a claim)	No
30 - Have any members of the staff been transferred because of allegations of sexual abuse?	No

Initial 

Date 4/30/2026





Named Covered Party: Balm Grove Community Development District
Term: 05/01/2026 to 10/01/2026
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0294972 25-01 01

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

X

a. I hereby reject Uninsured Motorist coverage.

b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
each person (enter limit if applicable):
each accident.

c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE
(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signature Name Carlos de la Ossa

Title Date Chair 4/30/2026



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.





Named Covered Party: Balm Grove Community Development District
Term: 05/01/2026 to 10/01/2026
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0294972 25-01 01

Signature Page

I hereby confirm that the limits/coverages as shown here, corresponding with the Coverage Agreement, are correct:

N/A	Property	TIV: Not Included
N/A	Inland Marine	Blanket Unscheduled IM: Not Included Scheduled Inland Marine: Not Included Total All Inland Marine: Not Included
N/A	Property TRIA (Terrorism Risk Insurance Act) coverage	
X	Crime	
X	General Liability	Ratable Payroll: Not Included
N/A	Law Enforcement Liability	Officers: Not Included
X	Professional Liability	Employees: Not Included
X	Automobile	0 Units - Auto Liability 0 Units - Comprehensive 0 Units - Collision
N/A	Stop Loss Aggregate: Applies to:	Not Included
N/A	Excess Workers' Compensation	Payroll: Not Included
X	I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013).	
X	I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature).	

A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page.

Signed by: Carlos de la Ossa
 Signature Name: Carlos de la Ossa Title: Chair
 Date: 4/30/2026



Coverage is provided by Preferred Governmental Insurance Trust

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.



Application for Membership in the Preferred Governmental Insurance Trust

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 Trust for continuing workers' compensation, liability, property and/or casualty coverage through membership in the Preferred Governmental

Insurance Trust, to become effective 12:01 a.m. 05/01/2026 (effective date of coverage agreement), and if accepted by the Fund's duly authorized representative, does hereby agree as follows:

- (a) To accept and be bound by the provisions of the Florida Workers' Compensation Act;
- (b) That, by this reference, the terms and provisions of the Amended Interlocal Agreement creating the Preferred Governmental Insurance Trust date October 1, 2004 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 Amended Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Amended Interlocal Agreement as provided therein;
- (c) 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;
- (d) To abide by the rules and regulations adopted by the Board of Trustees of the Fund;
- (e) 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;
- (f) That all information contained in the underwriting application provided to the Fund as a condition precedent to participation in the Fund is true, correct and accurate in all respects.

Witness Signature

Printed Name

Witness Signature

Printed Name

(Name of Local Governmental Entity)

Signed by:
By: Carlos de la Ossa
Signature



Carlos de la Ossa

Printed Name

Title: Chair

For Internal Use only

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE THE ____ DAY OF _____, 20__ SIGNED THIS ____ DAY OF _____, 20__ .

By: _____
Administrator/Trustee

**AMENDED INTERLOCAL AGREEMENT CREATING
THE
PREFERRED GOVERNMENTAL INSURANCE TRUST**

This Amended Interlocal Agreement, restating and modifying the Preferred Governmental Insurance Trust, is made and entered into effective October 1, 2004, by and among the Local Governmental Entities who have executed Participation Agreements (Application for Membership in the Preferred Governmental Insurance Trust) to become effective October 1, 2004, such Local Governmental Entities representing one hundred percent (100%) of the Governmental Entities participating in the Preferred Governmental Insurance Trust, together with such other Local Governmental Entities who hereafter become members of the Fund, for the purposes and subject to the conditions and restrictions, as hereinafter set forth.

WITNESSETH:

WHEREAS, Article VIII, Section 2, Florida Constitution, provides municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Section 125.01, Florida Statutes, provides that counties shall have the power to carry on county government and to exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, Section 166.021, Florida Statutes, provides in part that "...municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law."; and

WHEREAS, Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969", provides that Local Governmental Entities may enter into interlocal agreements in order to make the most efficient use of their powers by enabling them to cooperate with other Local Governmental Entities on a basis of mutual advantage, thereby providing services and facilities in a manner, and pursuant to forms of governmental organization, that will best accord with geographic, economic, population, and other factors influencing the needs and development of Local Communities; and

Local Governmental Entities may enter into an interlocal agreement for the purpose of securing the payment of benefits under Chapter 440, Florida Statutes, provided such local governmental self- insurance fund created thereby has an annual normal premium in excess of five million dollars (\$5,000,000.00), maintains a continuing program of excess insurance coverage, submits annual audited year-end financial statements, and has a governing body which is comprised entirely of local elected officials; and

WHEREAS, Section 768.28, Florida Statutes, provides that the state and its agencies and subdivisions are authorized to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment, and claims bill which they may be liable to pay pursuant to such section; and

WHEREAS, Section 111.072, Florida Statutes, authorizes any county, municipality, or political subdivision to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage it may choose, or to have any combination thereof in anticipation of any judgment or settlement which its officers, employees, or agents may be liable to pay pursuant to a civil or civil rights lawsuit described in s. 111.07, Florida Statutes; and

WHEREAS, Section 624.462, Florida Statutes, provides that a governmental self-insurance pool created pursuant to Section 768.28(16), Florida Statutes, shall not be considered a commercial self-insurance fund; and

WHEREAS, each of the participating Local Governmental Entities which are party to this Agreement, and all subsequent Local Governmental Entities which become party to this Agreement, are public agencies as defined in Section 163.01, Florida Statutes, and are authorized to enter into this Interlocal Agreement by executing a Participation Agreement; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under Chapter 440, Florida Statutes; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under risk management programs or liability insurance programs; and

st, and in the best interest of the parties hereto,

that they join together to establish a consolidated and comprehensive Fund for the payment of benefits under the Florida Workers' Compensation Law, payment of claims, judgments and claims bills which they may become liable to pay, payment of certain civil rights liabilities, payment of casualty and property losses, and the purchase of appropriate policies of insurance, excess insurance and reinsurance to provide protection against such claims and liabilities; and

WHEREAS, the governing authority of each of the Local Governmental Entities which are a party to this Agreement have duly authorized the execution and delivery of a Participation Agreement obligating such Governmental Entity to full performance of this Agreement; and

WHEREAS, it is the intent of this Agreement to allow participation by additional Local Governmental Entities in the self-insurance fund created hereby, pursuant to the terms and conditions of this Interlocal Agreement;

NOW, THEREFORE, by virtue of the execution and delivery of a Participation Agreement, the parties hereto do hereby covenant and agree as follows

SECTION I

INCORPORATION OF RECITALS

The foregoing WHEREAS clauses are incorporated in, and made a part of, this Amended Interlocal Agreement.

SECTION II

DEFINITIONS

The following definitions shall apply to the provisions of this Amended Interlocal Agreement:

- 2.1 ADMINISTRATOR.** An individual, partnership or corporation engaged by the Fund to carry out the policies of the Fund and provide the day-to-day executive management and oversight of the Fund's operations, including, but not limited to, administration, marketing, underwriting, quoting, issuance, maintenance and auditing of coverage terms, coordinating other third party service providers retained by the Fund and ensuring that the policies and decisions of the Board of Trustees are implemented.

identifying, receiving, handling, adjusting, reserving, resolving and planning for the funding of eligible claims made by or against any Member of the Trust and any other necessary risk management operations.

- 2.3 CONTRIBUTION(S).** “Contribution(s)” shall mean any premium charge or other consideration imposed or collected by, or on behalf of the Trust, from its Members based on criteria adopted from time to time by the Board of Trustees. Contributions may be determined and set with respect to all Members, any individual Member or otherwise. The terms “Contribution(s)”, “Premium(s)” and “Premium Contribution(s)” are used interchangeably and synonymously throughout this Agreement.
- 2.4 COVERAGE TERMS.** “Coverage Terms” or “Coverage Agreements” shall mean the terms and conditions of certificates of insurance, policies of insurance, endorsements to policies of insurance, excess insurance policies and reinsurance policies which are provided to Fund Members from time to time which comprehensively set forth the insurance coverages provided to the Fund Members, as may be modified or altered from time to time with respect to all Members, any individual Member, or otherwise, within the applicable notice and procedural requirements of law, or in any other rules and regulations adopted by the Board of Trustees.
- 2.5 FUND.** “Fund” shall mean the group self-insurer’s fund or trust fund which is hereby created for the purposes set forth herein, known as the Preferred Governmental Insurance Trust. The terms “Fund”, “Trust” and “Trust Fund” are used interchangeably and synonymously throughout this Agreement.
- 2.6 LOCAL GOVERNMENTAL ENTITY OR ENTITIES.** “Local Governmental Entity or Entities” shall mean any “public agency” as defined by Section 163.01(3)(b), Florida Statutes.
- 2.7 MEMBER.** “Member” shall mean a Local Governmental Entity which has duly executed a Participation Agreement and otherwise has complied with all provisions of this Agreement, and which thereafter is entitled to all the rights and benefits conferred by, and subject to all conditions and obligations imposed by, this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees.
- 2.8 NON-COMPLIANCE.** “Non-Compliance” shall mean the failure to comply with the terms of this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees, but only to the extent that such Non-Compliance is deemed material by, and within the sole discretion of, the Board of Trustees.

“Participation Agreement” shall mean the

application for membership in the Preferred Governmental Insurance Trust pursuant to which an applying member agrees to be bound by the provisions of the Florida Workers’ Compensation Act, this Amended Interlocal Agreement, the rules and regulations adopted by the Board of Trustees of the Fund, and when accepted by the Board of Trustees or their duly authorized representative, becomes a part of the Interlocal Agreement between the applying member and the Fund.

- 2.10 PREMIUM(S).** “Premium(s)” shall mean “Contribution(s)”.
- 2.11 PREMIUM CONTRIBUTION(S).** “Premium Contribution(s)” shall mean Contribution(s).
- 2.12 THIRD-PARTY CLAIMS MANAGER.** “Third-Party Claims Manager” shall mean an individual or organization providing claims management services to the Fund.
- 2.13 TRUST.** “Trust” shall mean the “Fund”.
- 2.14 TRUSTEES.** “Trustees” or “Board of Trustees” shall mean the collegial body charged with the operation and administration of the Fund pursuant to the provisions of this Agreement.
- 2.15 TRUST FUND.** “Trust Fund” shall mean the “Fund”.

SECTION III
ESTABLISHMENT OF “PREFERRED
GOVERNMENTAL INSURANCE TRUST”
AS A SELF-INSURED FUND

- 3.1 ESTABLISHMENT.** The Preferred Governmental Insurance Trust is hereby established and created pursuant to the provisions of Article VIII, Section 2, of the Florida Constitution, Sections 125.01, 163.01, 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, for the purposes, and with the powers, duties and obligations, as herein set forth.
- 3.2 LOCATION.** The location of the principal office of the Trust shall be determined from time to time by the Board of Trustees.
- 3.3 PURPOSES.** This Amended Interlocal Agreement is made and executed, and the Fund created hereby is established for the purposes of:
 - (a) Pooling Member’s resources to fulfill Members’ legal liabilities and obligations, including, but not limited to, providing for the payment of benefits under the Florida Workers’ Compensation Law;

by developing and refining specialized claim services, by developing and refining, internally or through third party service providers, a managed care system, together with the development and refining of loss prevention programs for the Members;

- (c) To pay or provide for general liability and casualty coverage to participating Members, including, but not limited to, public officials errors and omissions, employment practices liability and law enforcement liability claims;
- (d) To pay or provide for property coverage to participating Members;
- (e) To pay for or provide to its participating Members coverage in anticipation of any judgment or settlement resulting from a civil rights action arising under federal law;
- (f) To pay for or provide to participating Members coverage in anticipation of any claims bill passed by the Legislature;
- (g) To pay for or provide to participating Members coverage for any other risk authorized under Florida law to be self-insured;
- (h) To pay for or provide to participating Members all or a part of such coverages.

This Agreement is not intended to create a partnership or other legal entity whereby one Member assumes the obligations of another Member, or the obligations of the Fund in general.

3.4 NON-ASSESSABILITY. Should a deficit develop in the Trust, after excess reinsurance recoveries, whereby claims or other expenses cannot be paid, each individual Member shall assume liability for the costs of claims brought against that Member as if such Member were individually self-insured. Each individual Member shall thereafter be responsible for its individual costs including, but not limited to, claims administration without an obligation to, or a right of contribution from, other Members.

3.5 POWERS. The Trust shall have all the rights, powers, duties and privileges as set forth in Article VIII, Section 2 of the Florida Constitution, and Sections 163.01, et seq., 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, and any other applicable Florida Statutes, which are necessary to accomplish the purposes described in Section 3.3, including but not limited to the following:

- (a) Securing the payment of benefits under Chapter 440, Florida Statutes.

providing casualty, property, and liability coverage, and securing the payment of claims associated therewith.

(c) Paying for or providing coverage for any other risk authorized under Florida law to be self-insured.

(d) Paying for or providing all or a part of such coverages.

(e) To make, enter into, and arrange for insurance, reinsurance, excess insurance, catastrophic insurance, stop-loss insurance, or any other coverage as the Fund shall deem necessary and appropriate, without such purchase being deemed a waiver of sovereign immunity.

(f) To pay, or approve the payment of, any expenses and fees associated with the operation of the Fund.

(g) To indemnify and hold harmless any Trustee, officer of the Fund, or any person acting on behalf of the Fund, to the fullest extent such indemnification is permitted by law, against (1) reasonable expenses actually and necessarily incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, administrative or civil investigative, including any action, suit or proceeding by or on behalf of the Fund, seeking to hold said person liable by reason of the fact that he or she was acting in such capacity, and (2) reasonable payments made by him or her in satisfaction of any judgment, monetary decree or settlement for which he or she may have become liable in any such action, suit or proceeding by reason of the fact that he or she was acting in such capacity. This indemnification is not intended to, and does not, waive any immunities provided to Members of the Fund, Trustees serving in their capacity as Trustees to the Fund, or to officers or employees of the Fund, by virtue of the laws of the state of Florida, but is merely in addition to such rights, privileges and immunities. (Ref. 624.489 and 768.28, FS).

SECTION IV

ADMINISTRATION OF FUND

- 4.1 MEETINGS.** The Board of Trustees shall meet at such time and in such location as may be acceptable to a majority of the Board of Trustees. The Chairman of the Board of Trustees or his designee shall set the date, time and location of each meeting, and notice thereof shall be furnished to each Trustee by the Chairman or his designee not less than ten (10) days prior to the date of such meeting.

may specify the purpose thereof, and any action proposed to be taken there at. Such notice shall be directed to each Trustee by mail to the address of such Trustee as is recorded in the office or offices of the Fund. In no event shall the Board of Trustees meet less than quarterly.

The Chairman of the Board or any three (3) Trustees may call a special meeting and direct the Administrator to send the prerequisite notice for any special meeting of the Board of Trustees. Special meetings of the Board of Trustees may be held at any time and place without notice, or with less than the prerequisite notice, provided all Trustees execute a waiver of notice and consent to said meeting.

For purposes of a duly called meeting of the Board of Trustees, a quorum shall exist if a majority of the members of the Board of Trustees are present. The Administrator shall keep minutes of all meetings, proceedings and acts of the Board of Trustees, but such minutes need not be verbatim. Copies of all minutes of the Board of Trustees shall be sent by the Administrator to all Trustees.

- 4.2** **VOTING.** All actions by, and decisions of, the Board of Trustees shall be by vote of a majority of the Trustees attending a duly called meeting of the Board of Trustees at which a quorum is present; however, in the event of a duly called special meeting, all actions by, and decisions of, the Board of Trustees may be by vote of a majority of the Trustees present and attending such special meeting if a proper waiver of notice and consent was obtained as provided herein.
- 4.3** **OFFICE OF THE FUND.** The Board of Trustees shall establish, maintain and provide adequate funding for an office or offices for the administration of the Fund. The address of such office or offices shall be made known to the units of local governments eligible to participate in, or participating in, the Fund. The books and records pertaining to the Fund and its administration shall be kept and maintained at the office or offices of the Fund.
- 4.4** **EXECUTION OF DOCUMENTS.** A certificate, document, or other instrument signed by the Chairman or the Administrator of the Fund shall be evidence of the action of the Board of Trustees and any such certificate, document, or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all acts and matters stated therein shall conclusively be presumed to be true.

OR. The trustees shall designate and provide

compensation for an Administrator to administer the affairs of the Fund. Any Administrator so designated shall furnish the board of Trustees with a fidelity bond with the Trustees as named obligee. The amount of such bond shall be determined by the Trustees and the evidence thereof shall be available to all units of government eligible to participate, or participating in, the Fund.

- 4.6** **COMPENSATION AND REIMBURSEMENT OF TRUSTEES.** The Board of Trustees may from time to time establish a reasonable amount of compensation to cover attendance at a duly called meeting by the Board of Trustees, or to cover the performance of the normal duties of a Trustee. Such compensation shall include reimbursement for reasonable and necessary expenses incurred therewith.

SECTION V

NUMBER, QUALIFICATION, TERM OF OFFICE AND POWER AND DUTIES OF TRUSTEES

- 5.1** **NUMBER AND QUALIFICATION OF TRUSTEES.** The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Each Trustee shall be an elected official of a Member. No two (2) Trustees may be elected officials from the same Member. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as an elected official of the Member, whichever shall first occur. A Trustee may serve successive four (4) year terms provided such Trustee continues to remain an elected official of a Member. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such appointment to the chairman, or acting chairman of the Board of Trustees.
- 5.2** **RESIGNATION AND REMOVAL OF A TRUSTEE.** A Trustee may resign and become and remain fully discharged from all further duties or responsibilities hereunder, by giving at least sixty (60) days prior written notice sent by certified mail, overnight delivery or other appropriate method of delivery to the chairman or acting chairman of the Board of Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on the date designated unless a successor Trustee has been elected at an earlier date as herein provided, in which event resignation shall take

oral notice of resignation may be given at any duly convened meeting of the Trustees, which said oral notice of resignation shall be incorporated, and made a part of, the minutes of such duly convened meeting. A Trustee may be removed by a majority vote of the Board of Trustees or by a majority vote of the Members. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the chairman or the secretary of the Trustees at the principal office of the Trust any and all records, books, documents or other property in such Trustees possession, or under such Trustees control, which belongs to the Trust.

5.3 ELECTION OF SUCCESSOR TRUSTEES. Successor Trustees shall be elected by a majority vote of the Board of Trustees. Nominations for the election of Trustees may be made by the Board of Trustees or by any Member of the Fund.

5.4 TRUSTEE TITLE. In the event of death, resignation, refusal or inability to act by any one or more of the Trustees, the remaining Trustees shall have all the powers, rights, estates and interests of this Trust and shall be charged with its duties and responsibilities; provided, however, that in such case(s), no action may be taken unless it is concurred in by a majority of the remaining Trustees.

5.5 TRUSTEE OFFICERS. The Trustees shall elect from among themselves a chairman, vice-chairman and secretary of the Board of Trustees. Such officers shall be elected annually at the end of the fiscal year of the Trust, and may succeed themselves.

5.6 POWER AND AUTHORITY. The Board of Trustees shall be charged with the duty of the general supervision and operation of the Fund, and shall conduct the business activities of the Fund in accordance with this Agreement, its by-laws, rules and regulations and applicable federal and state statutes and rules and regulations. In connection therewith, the Board of Trustees may exercise the following authority and powers:

(a) To collect premiums from participating Members in an amount individually agreed to by the Fund and said Members for the purpose of paying for or providing the coverages provided in this Agreement to participating Members.

(b) To pay for or provide such excess insurance or reinsurance coverage as is necessary to accomplish the purpose of the Fund.

and arrange for lines or letters of credit to assist in providing the coverages provided in this Agreement to participating Members.

(d) To pay for or provide appropriate liability and other types of insurance to cover the acts of the Board of Trustees of the Fund.

(e) To contract with appropriate professional service providers to meet the purposes of the Fund, and to expend funds for the reasonable operating and administrative expenses of the Fund, including but not limited to, all reasonable and necessary expenses which may be incurred in connection with the establishment of the Fund, in connection with the employment of such administrative, legal, accounting, and other expert or clerical assistance to the Fund, and in connection with the leasing and purchase of such premise, material, supplies and equipment as the Board, in its discretion, may deem necessary for or appropriate to the performance of its duties, or the duties of the Administrator or the other agents or employees of the Fund.

(f) To pay claims the Fund becomes legally obliged to pay pursuant to the Coverage Agreements entered into by and between the Fund and participating Members.

(g) To establish and accumulate as part of the Fund adequate reserves to carry out the purposes of the Fund.

(h) To pay premiums on, and to otherwise secure or provide, insurance products that are ancillary to the coverages authorized by this Agreement.

(i) To invest and reinvest funds that may come into the possession of the Fund.

(j) To assume the assets and liabilities of the Fund.

(k) To take such actions and expend such funds as are reasonably necessary to facilitate the cessation of the business of the Fund.

(l) To exercise such powers that are authorized to be exercised by trustees under and pursuant to the laws of Florida.

(m) To take such other action and expend such funds as are reasonably necessary to accomplish the purposes of the Fund.

5.7 APPROVAL OF MEMBERS. The Board of Trustees, after the inception of the Fund, shall receive applications for membership from prospective new participants in the Fund and shall approve applications for membership in accordance with the terms of this Agreement, any Participation Agreement, applicable federal and state statutes and rules and regulations, and the rules and regulations established by the Board of Trustees for the admission of new members into the Fund; provided, however, no prospective member may

the state. As used herein, the phrase "public agency" includes, but is not limited to, the state, its agencies, counties, municipalities, special districts, school districts, and other governmental entities; the independent establishments and constitutional officers of the state, counties, municipalities, school districts, special districts, and other governmental entities; and corporations primarily acting as instrumentalities or agencies of the state, counties, municipalities, special districts, school districts, and other governmental entities. The Board of Trustees shall be the sole judge of whether or not an applicant for membership shall be eligible to participate in the Fund; provided, however, the Board of Trustees may delegate the functions associated with approval of Members to the Administrator.

- 5.8 REPORTING.** The Board of Trustees shall be responsible for and shall cause to be prepared and filed such annual or other periodic audits, reports and disclosures as may be required from time to time pursuant to applicable federal and state statutes and rules and regulations, including, but not limited to, periodic payroll audits, periodic summary loss reports, periodic statements of financial condition, certified audits, appropriate applications filed by prospective new members, reports as to financial standings, payroll records, reports relating to coverage, experience, loss and compensation payments, summary loss data statements, periodic status reports, and any other such reports as may be required from time to time to accomplish the purpose of the Fund or to satisfy the requirements of appropriate governmental entities.
- 5.9 TRUSTEES' LIABILITY.** The Trustees and their agents and employees shall not be liable for any act of omission or commission taken pursuant to this Agreement unless such act constitutes a willful breach of fiduciary duties nor shall any Trustee be liable for any act of omission or commission by any other Trustee or by any employee or agent of the Fund. The Fund hereby agrees to save, hold harmless and indemnify the Trustees and their agents and employees for any loss, damage or expense incurred by said persons or entities while acting in their official capacity on behalf of the Fund, unless such action constitutes a willful breach of fiduciary duties.
- 5.10 RELIANCE ON COUNSEL'S OPINION.** The Board of Trustees may employ and consult with legal counsel concerning any questions which may arise with reference to the duties and powers of the Board of Trustees or with reference to any other matter pertaining to this Agreement or the Fund created thereby; and the opinion of such counsel shall be full and complete authorization and protection from liability arising out of or in respect to any action taken or

in good faith and in accordance with the opinion of such counsel.

- 5.11 BY-LAWS, RULES AND REGULATIONS.** The Board of Trustees may adopt and enforce such by-laws, rules and regulations as between the Members of the Fund and the Fund governing the operation of the Fund as are consistent with the terms of this Agreement and as are reasonably necessary to accomplish the purposes of the Fund.

SECTION VI

POWERS AND DUTIES OF THE ADMINISTRATOR

- 6.1 RESPONSIBILITIES.** The Administrator shall have the power and authority to implement the directives of the Board of Trustees and the policy matters set forth by the Board of Trustees as they relate to the on-going operation and supervision of the Fund, the by-laws, rules and regulations established by the Board of Trustees, the provisions of this Agreement, and applicable federal and state statutes, rules and regulations. The powers, duties and responsibilities of the Administrator retained by the Board of Trustees shall be set forth in an Administrative Agreement executed between the Board of Trustees and the Administrator.
- 6.2 CONTRIBUTIONS.** The Administrator shall deposit into the account or accounts designated by the Board of Trustees, at the financial institution or institutions designated by the Board of Trustees, all contributions as and when collected from the Members and said monies shall be disbursed only in the manner provided by this Agreement, the Coverage Agreements, the rules, regulations and by-laws of the Board of Trustees, and the Agreement entered into by and between the Board of Trustees and the Administrator.

SECTION VII

MEMBERS

- 7.1 MEMBERSHIP CANCELLATION, SUSPENSION OR EXPULSION.** The Board of Trustees shall be the sole judge of whether membership in the Fund may be cancelled, or whether a member may be suspended or expelled from the Fund; provided, however, the Board of Trustees may delegate the functions associated with cancellation, suspension or expulsion of a Member to the Administrator. Written notice of any such cancellation, suspension or expulsion shall be provided by the Fund to the member no less than thirty

expulsion, and no liability under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the member pursuant to this Agreement, shall accrue to the Fund following the effective date of such cancellation, suspensions or expulsion. The minimal notice provisions of this paragraph shall not apply in the event a member fails to make the requisite contributions for coverages under this Agreement when such contributions are due.

7.2 **RESPONSIBILITIES OF MEMBERS.** By execution of a Participation Agreement agreeing to be bound by the terms and conditions of this Amended Interlocal Agreement, each Member agrees to abide by the following rules and regulations:

- (a) The Trustees have the sole responsibility to govern and direct the affairs of the Fund pursuant to this Agreement.
- (b) Any Member who formally applies for Membership in this Fund, and who is accepted by the Board of Trustees, shall thereupon become a party to this Amended Interlocal Agreement and shall be bound by all of the terms and conditions contained herein. The Participation Agreement shall constitute a counterpart of this Amended Interlocal Agreement, and this Amended Interlocal Agreement shall constitute a counterpart of the Participation Agreement.
- (c) To maintain a reasonable loss prevention program in order to provide the maximum in safety and lawful practices as such may relate to the potential liability assumed by the Fund under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.
- (d) To comply with the conditions of the Florida Workers' Compensation Law.
- (e) To provide immediate notification in the event an accident or incident occurs which is likely to give rise to a claim within the scope of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.
- (f) To promptly make all contributions for coverages arising under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement, at the time and in the manner directed by the Board of Trustees.

other contribution reduction program established by the Board of Trustees.

(g) In the event of the payment of any loss by the Fund on behalf of the Member, the Fund shall be subrogated to the extent of such payment to all the rights of the Member against any party or other entity legally responsible for damages resulting from said loss, and in such event, the Member hereby agrees, on behalf of itself, its officers, employees and agents, to execute and deliver such instruments and papers as is required, and do whatever else is reasonably necessary, to secure such right to the Fund, and to cooperate with and otherwise assist the Fund as may be necessary to effect any recovery sought by the Fund pursuant to such subrogated rights.

(h) The Board of Trustees, its Administrator, and any of their agents, servants, employees or attorneys, shall be permitted at all reasonable times and upon reasonable notice to inspect the property, work places, plants, works, machinery and appliance covered pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and shall be permitted at all reasonable times while the Member participates in the Fund, and up to and including two (2) years following the termination of its membership in the Fund, to examine the Members' books, vouchers, contracts, documents and records of any and every kind which show or tend to show or verify any loss that may be paid or may have been paid by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, or which show or verify the accuracy of any contribution which is paid or payable by the Member pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(i) The Fund is to defend in the name and on behalf of the Member any claims, suits or other legal proceedings which may at any time be instituted against the Member on account of bodily injury liability, property damage, property damage liability, errors and omissions liability or any other such liability, monetary or otherwise, to the extent such defense and liability has been assumed by the Fund pursuant to his Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, subject to any and all of the definitions, terms, conditions and exclusion contained in said

Agreement, certificate, document, or other instruments, although such claims, suits, allegations or demands are wholly groundless, false, fraudulent, and to pay all costs taxed against the Member in any such legal proceedings defended by the Fund or the Member, all interest, if any, legally accruing before and after entry of judgment in such proceedings, and all expense incurred in the investigation, negotiation or defense of such claims, suits, allegations or demands. Such defense shall be subject to the control of the Fund and its Administrator, which may make such investigations and settlement of any such claim, suit, or other legal proceeding, monetary or otherwise, as they deem expedient. The Member agrees to cooperate fully with the Fund, its administrator and their agents, with respect to the investigation, adjustment, litigation, settlement and defense of any claim, suit, or other legal proceeding, monetary or otherwise, which would be covered by the terms of this Agreement and/or any policies of insurance, excess insurance or re-insurance which have been purchased to provide protection against such claims and liabilities. The Member acknowledges that failure to cooperate fully in the investigation, defense or litigation of such claims, suits, or liabilities may constitute grounds for denial of coverage pursuant to this Agreement and/or the applicable policies of insurance.

(j) The liability of the Fund is specifically limited to the discharge of the liability of its Members assumed pursuant to this Agreement or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement; the coverage of the Fund does not apply to punitive or exemplary damages.

(k) Unless the Fund and the Member otherwise expressly agree in writing, coverage by the Fund for a Member under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire automatically on the last day of September of each calendar year, and no liability under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall accrue to the Fund beyond such expiration date unless such Member renews its coverage.

(l) Except as otherwise provided herein, a Member's coverage may be cancelled by the Fund or the Member at any time upon no less than thirty (30) days prior written notice by the Board of Trustees or Administrator to

state the date such cancellation shall become effective.

(m) Excess monies remaining after the payment of claims and claims expenses, and after provision has been made for the payment of open claims and outstanding reserves, may be distributed by the Board of Trustees to the Members participating in the Fund in such manner as the Board of Trustees shall deem to be equitable.

(n) There will be no disbursements out of the reserve fund established by the Fund by way of dividends or distributions of accumulated reserves to Members until after provision has been made for all obligations against the Fund and except at the discretion of the Board of Trustees.

(o) Qualified service providers, including attorneys selected by the Fund, shall defend, investigate, settle and otherwise process and dispose of all claims, suits, allegations or demands that may result in liability assumed by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(p) The Member, through the Board of Trustees, does hereby appoint the Administrator as its agent and attorney-in-fact, to act on its behalf and to execute all necessary contracts, reports, waivers, agreements, excess insurance contracts, service contracts, and other documents reasonably necessary to accomplish the purposes and to fulfill the responsibilities of the Fund; to make or arrange for the payment of claims, claims expenses, and all other matters required or necessary insofar as they affect the matters covered pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and the rules and regulations now or hereafter promulgated by the Board of Trustees.

(q) To make prompt payment of all contributions and penalties as required by the Board of Trustees, said contributions or penalties to be determined by the Board of Trustees. Any disputes concerning contributions or penalties shall be resolved after the payment of said contributions or penalties.

(r) To pay reasonable penalties as determined by the Board of Trustees for late payment of contributions required under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire and be cancelled, upon no less than ten (10) days prior written notice from the Fund to the Member, for nonpayment of contributions.

(t) To abide by all the terms and conditions of this Agreement, the Participation Agreement, the Fund's by-laws, the rules and regulations, the terms of any coverage document issued by the Fund to the Member, and any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(u) Each Member voluntarily transfers to the Trust any rights and privileges such Member enjoys under the laws of the State of Florida, including Sections 163.01, and 768.28, Florida Statutes, and specifically those statutory provisions pertaining to such Member's sovereign immunity and the applicable limitations of the Member's liability to \$100,000.00 per individual claim, and to \$200,000.00 for multiple claims, arising out of the same transaction. The purchase of insurance or indemnity hereunder shall not be deemed or be construed as a waiver of sovereign immunity by the Members.

SECTION VIII

ACCOUNTING

True and complete accounts shall be kept of all transactions and of all assets and liabilities of the Trust. The accounts of the Trust shall be audited annually by a firm of independent certified public accountants, which shall be selected by the Board of Trustees.

SECTION IX

DURATION

This Agreement shall continue in full force and effect until it is terminated by the mutual consent of all the Members; provided, however, that this Section IX shall not be construed to preclude the termination and winding up of the Trust within the discretion of the Board of Trustees, or the amendment of this Agreement pursuant to Section X.

AMENDMENT

This Agreement may be amended upon the written consent of the Members of the Fund. Execution of a Participation Agreement or renewal of coverages provided by the Fund shall constitute such written consent.

SECTION XI**STATUTES, RULES AND REGULATIONS**

The Trust shall at all times act in accordance with the provisions of statutes, rules and regulations of the State of Florida.

SECTION XII**MISCELLANEOUS PROVISIONS**

- 12.1 PROHIBITION AGAINST ASSIGNMENT.** No Member may assign any right, claim, or interest it may have under this Agreement, or any coverage term, and no creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, funds, or assets of the Trust except as specifically may be agreed to by the Trust.
- 12.2 APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the statutes, rules and regulations of the State of Florida, and all questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the State of Florida.
- 12.3 ENFORCEMENT.** The Trust and its Members shall have the power to enforce this Agreement by action brought in any court of appropriate jurisdiction within the State of Florida.
- 12.4 SEVERABILITY.** If any term or provision of this Agreement, or the application of such term or provision to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be effected, and each term or provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
- 12.5 CONSTRUCTION.** Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neutral gender in all situations where they would so apply.

ed in this Agreement in the singular, they shall

be construed as though they were also used in the plural form in all situations where they would so apply. Whenever any words are used in this Agreement in the plural form, they shall be construed as they thought were used in the singular form in all situations where they would so apply.

12.6 FISCAL YEAR. The Fund shall operate on a fiscal year from 12:01 a.m., October 1, to midnight the last day of September of the succeeding year. Application for membership, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless cancelled by the Board of Trustees or the participating Member in the manner herein provided.

By execution of the attached Participation Agreement or renewal of coverages provided by the Fund, and upon acceptance by the Board of Trustees, or their designated agent, the Member agrees to be fully bound by the terms and conditions of the Amended Interlocal Agreement, effective October 1, 2004, and thereafter.

**MENT "A" TO THE
AMENDED INTERLOCAL AGREEMENT
CREATING
THE PREFERRED GOVERNMENTAL INSURANCE TRUST**

WHEREAS, Section X of the Amended Interlocal Agreement Creating The Preferred Governmental Insurance Trust (alternatively "Preferred", "Fund" or "Trust") provides that the Interlocal Agreement may be amended by the members of Preferred, and that execution of either a Participation Agreement or an Agreement for Renewal of Coverage shall constitute written consent to such amendment; and

WHEREAS , in order to protect the integrity of Preferred, its continued success and provide security as to its operation and administration, it is essential that the provisions of the Interlocal Agreement, relating to who may serve as a Trustee of Preferred, be fully compliant with applicable Florida Statutes;

NOW, THEREFORE , by execution of a Participation Agreement or Agreement for Renewal of Coverage, the Members of Preferred do hereby amend subsection 5.1 of the Amended Interlocal Agreement to read as follows:

5.1 NUMBER AND QUALIFICATION OF TRUSTEES. The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Upon initial election to the Board of Trustees, a Trustee shall be a local elected official of a member of the Trust. No two (2) Trustees may be local elected officials from the same governmental entity. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as a local elected official. Following a Trustees' initial term of office, such Trustee may continue to serve as a Trustee of Preferred provided: (1) such Trustee holds an office as an elected local official (as required by s. 624.4622(1) (d) Florida Statutes); and (2) a majority of the Board of Trustees, in their sole discretion, determine that it is in the best interest of the Trust that such Trustee continue to serve as a Trustee of Preferred, and so elects such Trustee to continue to serve a successive term, or terms. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such election to the Chairman, or acting Chairman, of the Board of Trustees.

Effective Date: October 1, 2013

**NT "B" TO THE
AMENDED INTERLOCAL AGREEMENT
CREATING
THE PREFERRED GOVERNMENTAL INSURANCE TRUST**

WHEREAS, Section X of the Amended Interlocal Agreement Creating The Preferred Governmental Insurance Trust (alternatively "Preferred", "Fund" or "Trust") provides that the Amended Interlocal Agreement may be amended by the members of Preferred, and that execution of either a Participation Agreement or an Agreement for Renewal of Coverage shall constitute written consent to such amendment; and

WHEREAS, due to legislative changes to Florida Statutes over time, it is necessary to amend certain provisions of the Amended Interlocal Agreement to be fully compliant with applicable amended Florida Statutes;

NOW, THEREFORE, by execution of a Participation Agreement or Agreement for Renewal of Coverage, the Members of Preferred do hereby amend the Amended Interlocal Agreement set forth as follows:

1. Sections 3.1 and 3.5 of the Amended Interlocal Agreement, references to Section 768.28(15)(a), are hereby amended and restated to read 768.28(**16**)(a).
2. Section 7.2(u) of the Amended Interlocal Agreement is hereby fully amended and restated as follows:

Each Member voluntarily transfers to the Trust any rights and privileges such Member enjoys under the laws of the State of Florida, including Sections 163.01, and 768.28, Florida Statutes, and specifically those statutory provisions pertaining to such Member's sovereign immunity and the applicable limitations of the Member's liability set forth therein as amended from time to time. The purchase of insurance or indemnity hereunder shall not be deemed or be construed as a waiver of sovereign immunity by the Members.

3. Except as expressly modified and amended hereby, the terms and conditions of the Amended Interlocal Agreement are hereby ratified and affirmed and shall remain in full force and effect, and the parties promise to continue to perform all obligations of the Amended Interlocal Agreement.

Effective Date: October 1, 2025



Balm Grove CDD

Field Inspection Report - April 2026

Thursday, April 16, 2026

Prepared For Board Of Supervisors

15 Items Identified



Long Nguyen

District Inspection Coordinator

Green – Indicates Item is in progress or completed.

Orange - Indicates Item is scheduled.

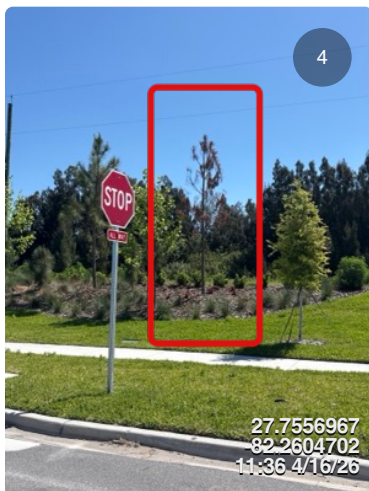
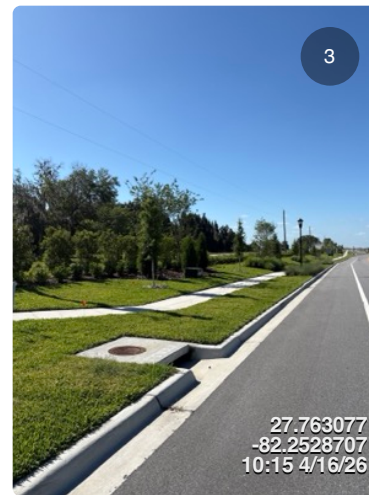
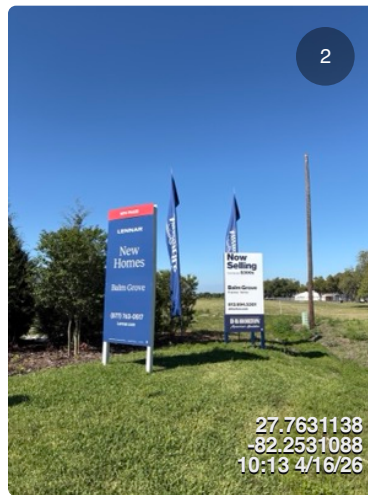
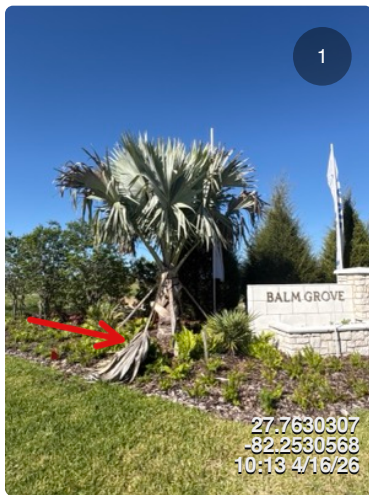
Red - Indicates Item has not been addressed by vendor.

Items 1 - CR 672/Shelley Ln. Entrance

Assigned To: Cornerstone

Frontage landscape is properly maintained. Previously damaged plants were recovering and showing evidence of new growth. Sale's signs are visible from all sides and clear from obstruction. Dead pine tree observed at the outbound side of the entrance.

- Please remove the dead palm frond at next service.
- Please prune the ferns of dead plant material to promote healthy growth.
- Please remove dead pine tree and replace if still under warrantee.

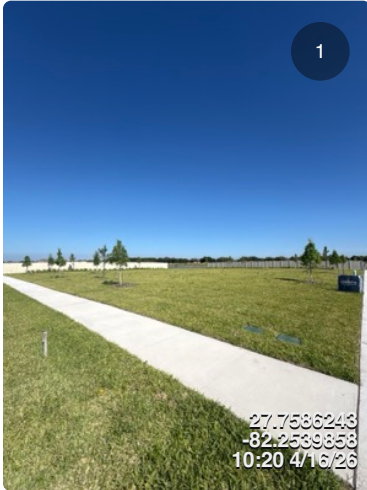


Items 2 - Everton Hill Ct. Park

Assigned To: Cornerstone

Park had not yet been serviced at time of inspection. The field needed to be mowed and details addressed.

- Please treat the crack weeds present.
- Please treat for weeds in the mulch beds.
- Please provide better edge definition to the garden beds.

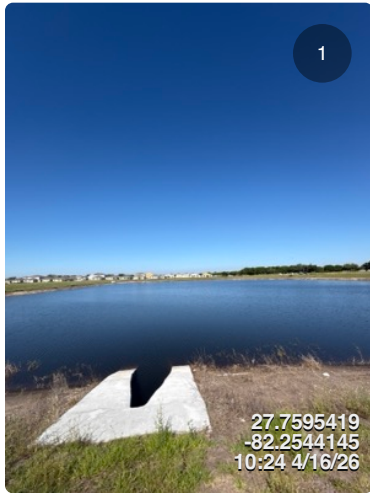


Items 3 - Pond NE-A

Assigned To: Cornerstone

Pond banks in Balm Grove East appear to have been neglected.

- Please service these areas per contract maintenance agreement.

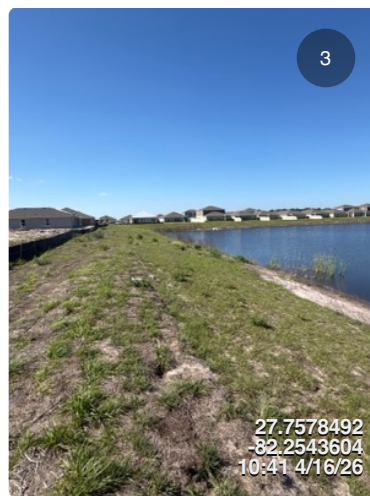
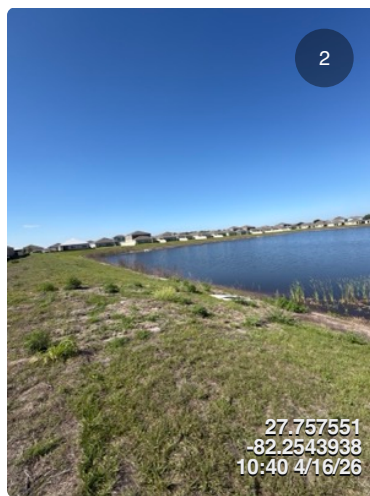
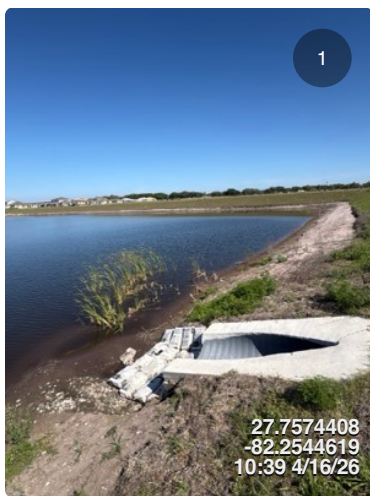


Items 4 - Pond NE-B

Assigned To: Cornerstone

Pond banks in Balm Grove East appear to have been neglected.

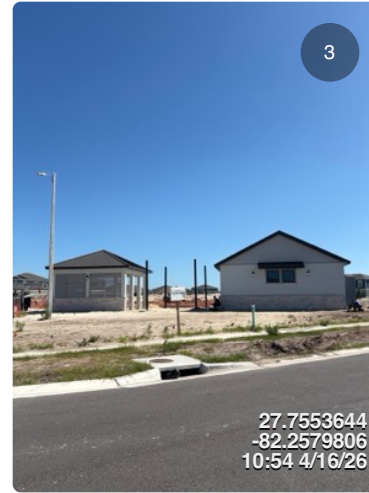
- Please service these areas per contract maintenance agreement.



Items 5 - Amenity Center

Assigned To: Board

Progress to the pool appears to be moving steadily.

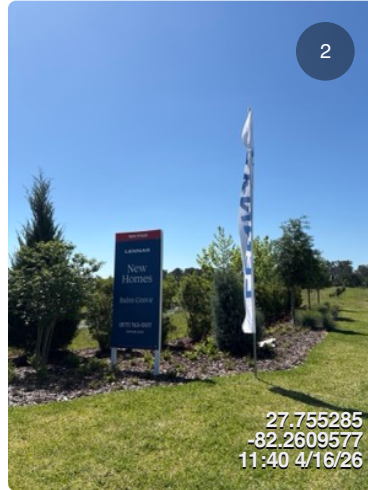
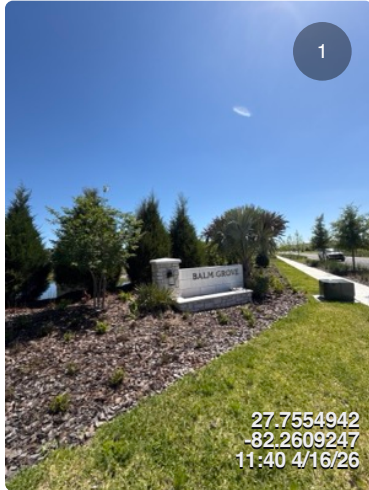


Items 6 - Balm Wimauma Rd./New Jade Ave. Entrance

Assigned To: Cornerstone

Frontage landscape is properly maintained. Previously damaged plants were recovering and showing evidence of new growth. Sale's signs are visible from all sides and clear from obstruction. Observed bad turf quality at the outbound side of the entrance.

- Please replace damaged turf with new sod.
- Please prune the ferns of dead plant material to promote healthy growth.

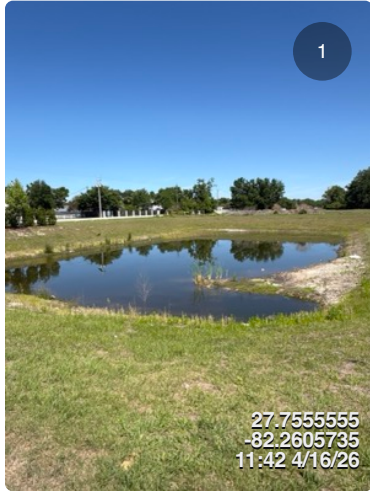


Items 7 - Pond NW

Assigned To: Eco Logic

Observed evidence of algae bloom.

- Please treat algae at next service.

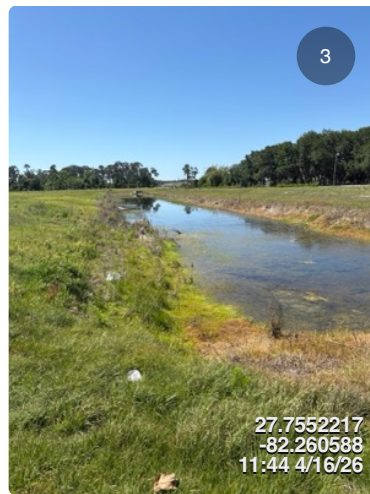
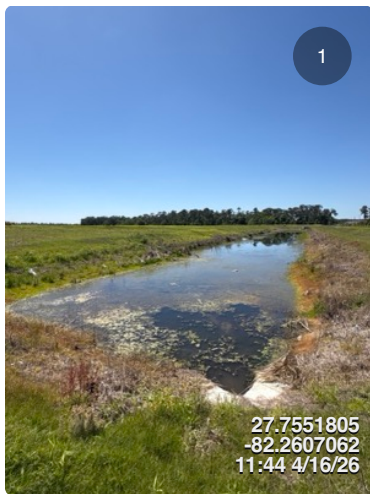


Items 8 - Pond SW

Assigned To: Eco Logic

Observed evidence of algae bloom.

- Please treat algae at next service.



Items 9 - Balm Rd./Topaz Blue St. Entrance

Assigned To: Cornerstone

Frontage landscape is properly maintained. Previously damaged plants were recovering and showing evidence of new growth. Annuals are thriving.

- Please prune the ferns of dead plant material to promote healthy growth.
- Please continue to cut back the copper plants.

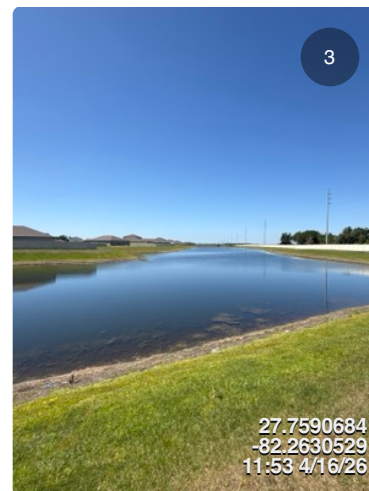
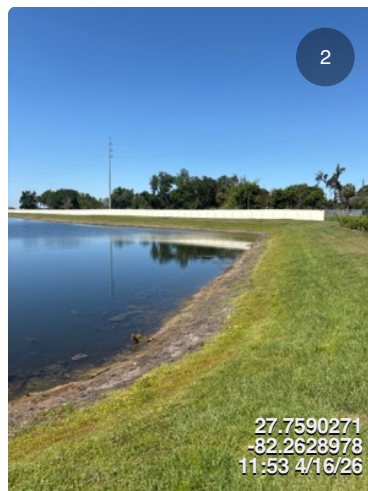
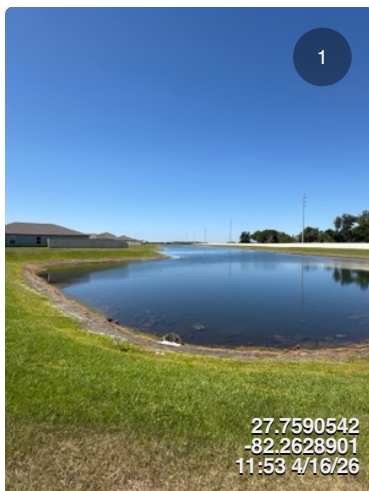


Items 10 - Pond 1A

Assigned To: Eco Logic

Observed evidence of algae bloom. Surrounding landscape is properly maintained.

- Please treat algae at next service.



Items 11 - Blue Pearl Ave. Park

Assigned To: Cornerstone

Main Park is properly maintained. Covered areas are clean. Garden beds look good.

Recommend mulch refresh to protect exposed irrigation lines.

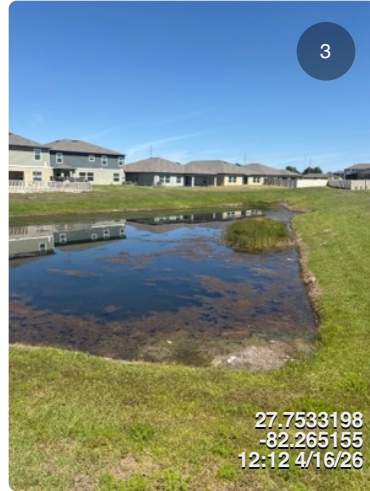
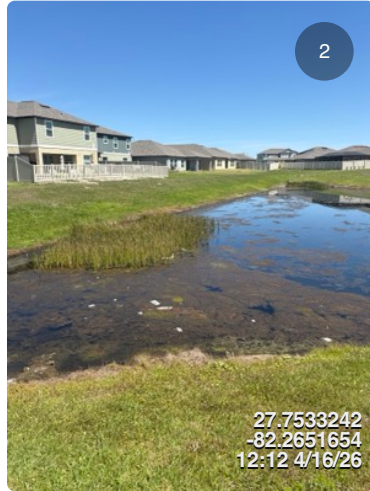
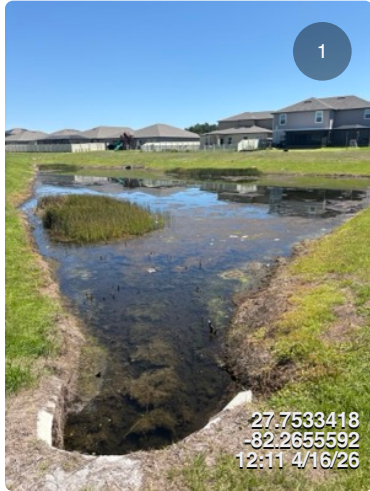


Items 12 - Pond 3A

Assigned To: Eco Logic

Observed evidence of algae bloom. Surrounding landscape is properly maintained.

- Please treat algae at next service.

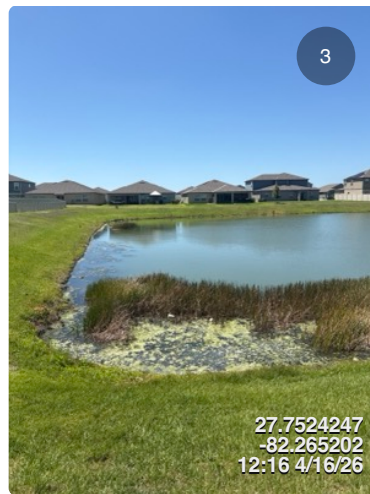
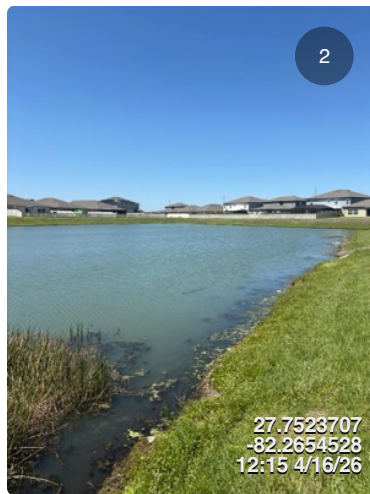
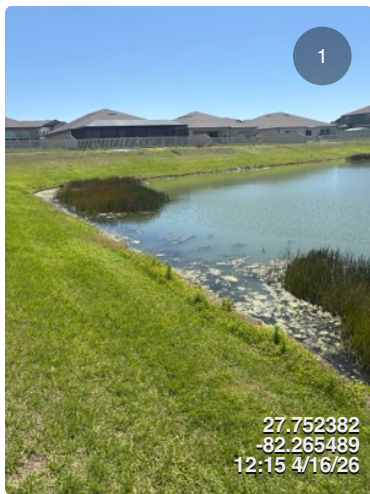


Items 13 - Pond 3B

Assigned To: Eco Logic

Observed evidence of algae bloom. Surrounding landscape is properly maintained.

- Please treat algae at next service.

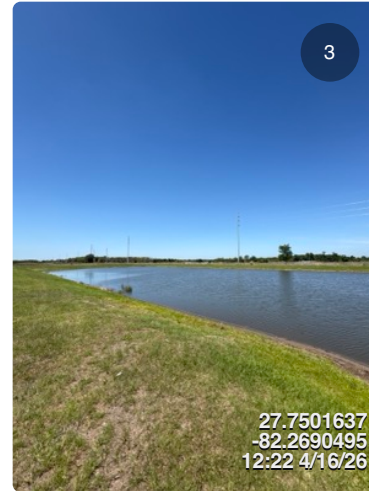
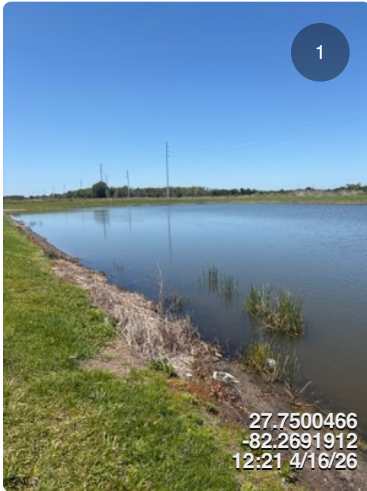


Items 14 - Pond 2C

Assigned To: Eco Logic

Observed evidence of vegetative growth happening at the pond's edge. Surrounding landscape is properly maintained.

- Please treat for cattails at next service.

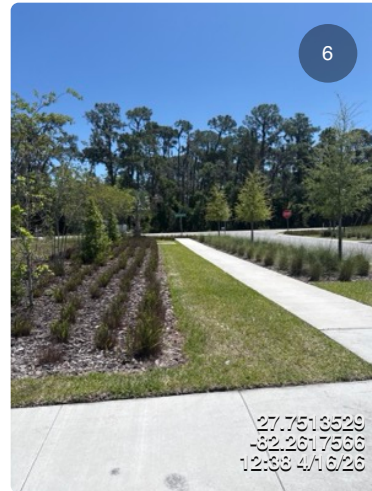
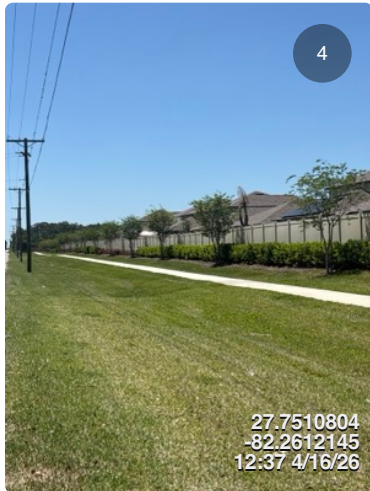


Items 15 - Balm Wimauma Rd./Violet Flame Ave. Entrance

Assigned To: Cornerstone

Frontage landscape is properly maintained. Previously damaged plants were recovering and showing evidence of new growth. Annuals are thriving.

- Please prune the ferns of dead plant material to promote healthy growth.





Lake Maintenance Service Report

Date: Monday, April 6, 2026

Lead Technician: Landon Forde

Site Name: Balm Grove

Lakes Serviced:

Lake Number	Algae Control	Shoreline Weeds	Floating Weeds	Submerged Weeds	Non-littoral Growth	Selective Littoral Growth	Manual Cutting	Trash Removal	Aquatic Pest Control
1b		✓							
2a		✓							
2bs		✓							
2c		✓							
3a		✓	✓						
3b		✓							
Sw		✓							
Sa		✓							
Ne		✓							
Na		✓							

Notes:

Sprayed a lot of spikerush and dollar weeds site looks good



Cornerstone

COMMERCIAL PROPERTY APPLICATION EVALUATION

DATE: 4/28/26
 TIME IN:
 TIME OUT:
 PROPERTY: Balm Grove
 ADDRESS:
 CITY: Balm

FERTILIZATION & PEST CONTROL

	POOR	SATISFACTORY	EXCELLENT
COLOR:	✓		
DENSITY:		✓	
	NONE	ACTIVE	TREATED
INSECT ACTIVITY:	✓		
TARGET INSECTS-CHINCH BUGS, SOO WEB WORMS, MOLE CRICKETS, FIRE ANTS.			
BILLBUGS, WHITE GRUBS, FLEAS, OTHER:			
	NONE	ACTIVE	TREATED
DISEASES:	✓		
BROWN PATCH, DOLLAR SPOT, GREY LEAF SPOT, TAKE ALL ROOT ROT, PHYTHIUM			
	HEAVY	SLIGHT	CONTROLLED
WEEDS:	Park		
BROADLEAF-CLOVER, DOLLAR, HENBIT, BEGGARWEED, CHAMBERBITTER, SPURGE,			
DAYFLOWER, BUTTONWEED, FENNEL, PUSLEY, CHECKWEED, ETC.			
COMMENTS:			
SEDEGE = KYLIGNA, GLOBE, YELLOW, PURPLE			
GRASSY-CRABGRASS, BERMUDA, TORPEDOGRASS, SUBTROPICAL SIGNALGRASS			
✓ REGULAR SCHEDULED APPLICATION			
SERVICE CALL APPLICATION			

SHRUBS

	POOR	SATISFACTORY	EXCELLENT
COLOR:		✓	
DENSITY:			
	NONE	ACTIVE	TREATED
INSECT ACTIVITY:	✓		
TARGET INSECTS-APHIDS, SCALE INSECTS, SPIDER MITES, CHILL THRIPS			
BEETLES, CATERPILLARS, LACE BUGS			
	NONE	ACTIVE	TREATED
DISEASES:	✓		
CYCOSPERA, ENTOMOSPORIUM, RIZOCTONIA, PHYTHIUM ROOT ROT, DIPLODIA,			
PHOMOPHTHIS BLIGHT, DOWNY MILDREW, RUST, OTHER:			
OTHER FINDINGS:			
IRRIGATION:	ADEQUATE	WET	DRY
RECOMMENDATIONS: Check coverage Various hot spots			

CURRENT APPLICATION CONSISTS OF THE FOLLOWING DURING TODAY'S SERVICE

TURF	ORNAMENTALS	FERTILIZATION	SPECIALTY APPLICATIONS
✓ TALSTAR/BIFEN XTS	BIFEN	46-0-0 LBS	TOPCHOICE APPLICATION
IMDICHLORPRID	IMDICHLORPRID	21-0-0 LBS	PALM FERTILIZATION
ARENA/MERIDIAN	ABEMECTIN	24-0-11 LBS	SPECIALTY PALM DRENCH
✓ MANOR	HORT DJL	✓ 16-0-8 LBS	ROOT ZONE DRENCH
BLINDSIDE	ACEPHATE	20-0-10 ATRAZINE LBS	ARBOR JET TREE INJECTION
BASAGRAN	CUPRO	✓ 8-10-10 LBS	TURF CORE AERATION
ATRAZINE	HERITAGE	13-3-13 LBS	SULFUR APPLICATION
✓ AVENUE SOUTH	T STORM	0-0-22 SOPUL MAG LBS	LIME TREATMENT
T STORM/SPECTRO 90	EAGLE	16-0-12 LBS	PRE-M APPLICATION
HERITAGE/HEADWAY	SPECTRO 90	6-3-0 LBS	BARRICADE APPLICATION
MACRO ELEMENTS-IRON ETC	16-32-15/20-20-20	0-0-52 LBS	

COMMENTS: Overall color should be better, applied granula at 1.5 lbs/1000 and added Iron to spray to help with color. Park is dry with Traffic STRESS, heavy weeds

TECHNICIAN: matt DATE: 4/28/26 TIME:

MAKING LAND BEAUTIFUL



Lake Maintenance Service Report

Date: Monday, April 6, 2026

Lead Technician: Landon Forde

Site Name: Balm Grove

Lakes Serviced:

Lake Number	Algae Control	Shoreline Weeds	Floating Weeds	Submerged Weeds	Non-littoral Growth	Selective Littoral Growth	Manual Cutting	Trash Removal	Aquatic Pest Control
1b		✓							
2a		✓							
2bs		✓							
2c		✓							
3a		✓	✓						
3b		✓							
Sw		✓							
Sa		✓							
Ne		✓							
Na		✓							

Notes:

Sprayed a lot of spikerush and dollar weeds site looks good