

Berry Bay II Community Development District

April 02, 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

Berry Bay II Community Development District

Board of Supervisors

Carlos de la Ossa, Chair
Nicholas Dister, Vice-Chairman
Ryan Motko, Assistant Secretary
Alberto Viera, Assistant Secretary
Kyle Smith, Assistant Secretary

District Staff

Brian Lamb, District Secretary
Jayna Cooper, District Manager
John Vericker, District Counsel
Tonja Stewart, District Engineer
Rollamay Turkoane, District Manager

Regular Meeting Agenda

Thursday, April 02, 2026 at 2:00 p.m.

The Regular Meeting of the **Berry Bay II Community Development District** will be held **April 02, 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 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. **BUSINESS ITEMS**

- A. Consideration of Transferring Bank to Valley

4. **CONSENT AGENDA**

- A. Approval of Minutes of March 05, 2026, Regular Meeting
- B. Consideration of Operation and Maintenance February 2026
- C. Acceptance of the Financials and Approval of the Check Register for February 2026
- D. Ratification of Down to Earth – Pond Mowing Services Agreement
- E. Ratification of Eco-Logic Services LLC – Aquatics Environmental Services Agreement
- F. Ratification of Website Creation and Management Agreement

5. **STAFF REPORTS**

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

6. **BOARD OF SUPERVISORS REQUESTS AND COMMENTS**

7. **ADJOURNMENT**

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

FIFTH ORDER OF BUSINESS

Staff Reports

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

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

SIXTH ORDER OF BUSINESS

Board of Supervisors' Requests and Comments

There being none, the next order of business followed.

SEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. de la Ossa seconded by Mr. Smith, with all in favor the meeting was adjourned at 3:05 p.m. 5-0

Jayna Cooper/Rollamay Turkoane
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	2/2/2026	6196	\$5,050.00			LAKE MAINT.
INFRAMARK LLC	2/1/2026	170658	\$1,000.00			ACCOUNTING SERVICES
INFRAMARK LLC	2/1/2026	170658	\$2,541.67			DISTRICT MANAGMENT
INFRAMARK LLC	2/1/2026	170658	\$416.67			DISSEMINATION SERVICES
INFRAMARK LLC	2/1/2026	170658	\$1,500.00			FIELD MANAGEMENT
INFRAMARK LLC	2/1/2026	170658	\$375.00			RECORDING SECRETARY
INFRAMARK LLC	2/1/2026	170658	\$416.67			ASSESSMENT SERVICES
INFRAMARK LLC	2/1/2026	170658	\$100.00			RECORD STORAGE FEE
INFRAMARK LLC	2/1/2026	170658	\$100.00			TECHNOLOGY/DATA STORAGE
INFRAMARK LLC	2/1/2026	170658	\$200.00	\$6,650.01		WEBSITE MAINTENANCE/ADMIN
INFRAMARK LLC	2/17/2026	171426	\$2.22		\$6,652.23	POSTAGE
TREE FARM 2, INC.	2/1/2026	10-300211	\$2,633.00			PONDS ONLY MAINTENANCE
TREE FARM 2, INC.	2/1/2026	10-300210	\$9,622.00		\$12,255.00	LANDSCAPE MAINTENANCE
Monthly Contract Subtotal			\$23,957.23			
Regular Services						
ALBERTO VIERA	2/5/2026	AV-020526	\$200.00			BOARD 02/05/26
CARLOS DE LA OSSA	2/5/2026	CO-020526	\$200.00			BOARD 02/05/26
GRAU & ASSOCIATES	2/2/2026	28537	\$2,900.00			AUDIT FYE 09/30/23
INFRAMARK LLC	1/30/2026	1164990	\$150.00			MAINTENANCE-EMPTY TWO TRASH CANS BIWEEKLY
KELLY A EVANS	2/5/2026	KE-020526	\$200.00			BOARD 02/05/26
NICHOLAS J. DISTER	2/5/2026	ND-020526	\$200.00			BOARD 02/05/26
TREE FARM 2, INC.	1/31/2026	10-300328	\$1,200.00			LANDSCAPE MAINTENANCE
TREE FARM 2, INC.	1/31/2026	10-300317	\$725.00		\$1,925.00	IRRIGATION REPAIRS
Regular Services Subtotal			\$5,775.00			
Additional Services						
BALM GROVE CDD	2/4/2026	02042026-761	\$1,971.83			SERIES 2022 FY26 TAX DIST ID 761
Additional Services Subtotal			\$1,971.83			
TOTAL			\$31,704.06			



INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#

170658

DATE

2/1/2026

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**

2/1/2026

Services provided for the Month of: February 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
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
Technology / Data Storage	1	Ea	100.00		100.00
Website Maintenance / Admin	1	Ea	200.00		200.00
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#

171426

DATE

2/17/2026

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**

2/17/2026

Services provided for the Month of: January 2026

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	3	Ea	0.74		2.22
Subtotal					2.22

Subtotal	\$2.22
Tax	\$0.00
Total Due	\$2.22

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.

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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.



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 10-300211	Feb 1, 2026
Service Agreement	SA1036
Payment Terms	Net 30
Total Due	\$2,633.00
Due Date	Mar 3, 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

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



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 10-300210	Feb 1, 2026
Service Agreement	SA1037
Payment Terms	Net 30
Total Due	\$9,622.00
Due Date	Mar 3, 2026

CUSTOMER NAME

Balm Grove Development, LLC

PROPERTY NAME

BGD4299 - Balm East Amentity Center

PROPERTY ADDRESS

13422 New Jade Ave
 Wimauma, FL 33598

AUTHORIZED BY

CUSTOMER WO

NTE

Invoice Summary

Service Agreement: SA1037 - Balm Grove - General

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

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Balm Grove CDD

Board Meeting Date: February 05, 2026

Name	In Attendance Please X	Paid
1 Carlos de la Ossa	X	\$200
2 Nick Dister	X	\$200
3 Ryan Motko		X
4 Kelly Evans	X	\$200
5 Alberto Viero	X	\$200

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

Approved for payment:

Jayna Cooper
District Manager Signature

February 05, 2026
Date

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

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Balm Grove CDD

Board Meeting Date: February 05, 2026

Name	In Attendance Please X	Paid
1 Carlos de la Ossa	X	\$200
2 Nick Dister	X	\$200
3 Ryan Motko		X
4 Kelly Evans	X	\$200
5 Alberto Viero	X	\$200

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

Approved for payment:

Jayna Cooper
District Manager Signature

February 05, 2026
Date

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

Grau and Associates

1001 W. Yamato Road, Suite 301
Boca Raton, FL 33431
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

*Balm Grove Community Development District
2005 Pan Am Circle, Suite 300
Tampa, FL 33607*

Invoice No. 28537
Date 02/02/2026

SERVICE	AMOUNT
Audit FYE 09/30/2025	\$ <u>2,900.00</u>
Current Amount Due	\$ <u><u>2,900.00</u></u>

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
2,900.00	0.00	0.00	0.00	0.00	2,900.00

Payment due upon receipt.



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

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

Invoice Number	1164990
Invoice Date	1/30/2026
Due Date	3/1/2026

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

02 Feb 2026 04:47:08PM CST

DISTRICT : BALM GROVE CDD

Go Green! Think before you print.

INVOICE NO. 1164990 - DETAIL

INVOICE DATE: 1/30/2026

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										
	1/1/2026	4401931	BGRCDD District Area	General Maintenance; Empty two trash cans twice a week - Includes disposal and new bags. Monthly Charge.	\$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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for
BOARD OF SUPERVISORS

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Board Meeting Date: February 05, 2026

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1 Carlos de la Ossa	X	\$200
2 Nick Dister	X	\$200
3 Ryan Motko		X
4 Kelly Evans	X	\$200
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The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Jayna Cooper
District Manager Signature

February 05, 2026
Date

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Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Balm Grove CDD

Board Meeting Date: February 05, 2026

Name	In Attendance Please X	Paid
1 Carlos de la Ossa	X	\$200
2 Nick Dister	X	\$200
3 Ryan Motko		X
4 Kelly Evans	X	\$200
5 Alberto Viero	X	\$200

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

Approved for payment:

Jayna Cooper
District Manager Signature

February 05, 2026
Date

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



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 10-300328	Jan 31, 2026
Payment Terms	Net 30
Total Due	\$1,200.00
Due Date	Mar 2, 2026

CUSTOMER NAME	PROPERTY NAME	PROPERTY ADDRESS
Balm Grove Development, LLC		
AUTHORIZED BY	CUSTOMER WO	NTE

Invoice Summary

Balm West Annual Winter Cover Install
 Project Scope: Thermo Cloth Install and removal on property Annual beds

Labor

Date	Labor Name	Description	Taxable	Hours	Rate	Price Subtotal
	Generic Landscape Material	Landscape Material Thermo frost cover (White) 100 count box of landscape staples	No	1	\$500.00	\$500.00
	Generic Landscape Labor	Enhancement Labor Labor associated with install and removal of frost cover on annual bed benches and landscape beds with annuals	No	1	\$700.00	\$700.00
				2		\$1,200.00

Subtotal	\$1,200.00
Service Fees	\$0.00
Discount	\$0.00
Subtotal After Discount/Fees	\$1,200.00
Taxable Subtotal	\$0.00
Sales Tax Rate	\$0.00
Tax Amount	\$1,200.00
Total	\$0.00
Amount Paid	\$1,200.00
Balance	



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 10-300317	Jan 31, 2026
Payment Terms	Net 30
Total Due	\$725.00
Due Date	Mar 2, 2026

CUSTOMER NAME	PROPERTY NAME	PROPERTY ADDRESS
Balm Grove Development, LLC		
AUTHORIZED BY	CUSTOMER WO	NTE

Invoice Summary

Irrigation Repair 1/14/26 at 4348 Ben Topaz Blue Street

Labor

Date	Labor Name	Description	Taxable	Hours	Rate	Price Subtotal
Jan 14, 2026	Generic Irrigation Labor	Labor	No	3	\$75.00	\$225.00
	Generic Irrigation Material	Enter Description HereHUNTER ICV VALVE 2"□□□□□	No	1	\$400.00	\$400.00
	Generic Irrigation Material	Enter Description Here2" MALE ADAPTER□□□□□	No	2	\$5.00	\$10.00
	Generic Irrigation Material	DRIP COUPLING□□□□□	No	8	\$5.00	\$40.00
	Generic Irrigation Material	6" POP UP SPRAY□□□□□	No	2	\$20.00	\$40.00
	Generic Irrigation Material	NOZZLES□□□□□	No	2	\$5.00	\$10.00
				18		\$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	

BALM GROVE CDD

DISTRICT CHECK REQUEST

Today's Date: 2/4/2026
Check Amount: \$1,971.83
Payable To: BALM GROVE CDD
Check Description: Series 2022 - FY 26 Tax Dist. ID Dist 761
(1/1 - 1/31/26)
Special Instructions: Mail check with US Bank letter

(Please attach all supporting documentation: invoices, receipts, etc.)

Stephen Rudd

Authorization

DM	<u>Jayna Cooper</u>
Fund	<u>200</u>
G/L	<u>103200</u>
Object Code	
Chk #	_____ Date _____

BALM GROVE CDD

TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE FISCAL YEAR 2026, TAX YEAR 2025

	Dollar Amounts	Fiscal Year 2026 Percentages		
Net O&M	208,202.11	30.23%	0.302300	
Net DS 2022	480,636.90	69.77%	0.697700	98%
Net Total	688,839.01	100.00%	1.000000	

Date Received	Amount Received	30.23%	69.77%	Proof	Distribution Number & Date Transferred	Payments (CDD check#)
		Raw Numbers Operations Revenue, Occupied Units	Raw Numbers 2022 Debt Service Revenue			
11/14/2025	2,796.86	845.35	1,951.51	-	DIST #749 (11/1 - 11/9/25)	1385
12/3/2025	13,518.16	4,085.87	9,432.29	-	DIST #751 (11/17 - 11/25/2)	1386
12/5/2025	577,085.44	174,424.51	402,660.93	-	DIST #753 (11/26 - 11/30/2)	1388
12/19/2025	75,515.17	22,824.52	52,690.65	-	DIST #755 (12/01 - 12/14/2)	1396
1/6/2026	2,825.99	854.16	1,971.83	-	DIST #758 (12/15 - 12/31/2)	1404
2/4/2026	2,825.98	854.15	1,971.83	-	DIST #761 (1/1 - 1/31/26)	
		-	-	-		
		-	-	-		
		-	-	-		
		-	-	-		
		-	-	-		
		-	-	-		
		-	-	-		
		-	-	-		
TOTAL	674,567.60	203,888.57	470,679.03			
Net Total on Roll	688,839.01					
Collection Surplus / (Deficit)	(14,271.41)					

***Balm Grove
Community
Development
District***

Financial Report

February 28, 2026

CLEAR PARTNERSHIPS



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of February 28, 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	\$ 204,629	\$ -	\$ -	\$ -	\$ -	\$ 204,629
Accounts Receivable - Off Roll	-	576,178	-	-	-	576,178
Due From Other Funds	-	2,751	-	-	-	2,751
Investments:						
Acq. & Const. (Offsite Project)	-	-	144	-	-	144
Acq. & Construction - Amenity	-	-	579,247	-	-	579,247
Acquisition & Construction Account	-	-	4	-	-	4
Other	-	-	231,693	-	-	231,693
Reserve Fund	-	614,363	-	-	-	614,363
Revenue Fund	-	1,041,182	-	-	-	1,041,182
Fixed Assets						
Construction Work In Process	-	-	-	22,205,191	-	22,205,191
Amount To Be Provided	-	-	-	-	19,485,000	19,485,000
TOTAL ASSETS	\$ 204,629	\$ 2,234,474	\$ 811,088	\$ 22,205,191	\$ 19,485,000	\$ 44,940,382
LIABILITIES						
Accounts Payable	\$ 3,097	\$ -	\$ -	\$ -	\$ -	\$ 3,097
Accounts Payable - Other	1,480	-	-	-	-	1,480
Bonds Payable	-	-	-	-	19,485,000	19,485,000
Due To Other Funds	2,751	-	-	-	-	2,751
Deferred Inflow of Resources	1	-	-	-	-	1
TOTAL LIABILITIES	7,329	-	-	-	19,485,000	19,492,329

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of February 28, 2026

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2022 DEBT SERVICE FUND	SERIES 2022 CAPITAL PROJECTS FUND	GENERAL FIXED ASSETS FUND	GENERAL LONG-TERM DEBT FUND	TOTAL
<u>FUND BALANCES</u>						
Restricted for:						
Debt Service	-	2,234,474	-	-	-	2,234,474
Capital Projects	-	-	811,088	-	-	811,088
Unassigned:	197,300	-	-	22,205,191	-	22,402,491
TOTAL FUND BALANCES	197,300	2,234,474	811,088	22,205,191	-	25,448,053
TOTAL LIABILITIES & FUND BALANCES	\$ 204,629	\$ 2,234,474	\$ 811,088	\$ 22,205,191	\$ 19,485,000	\$ 44,940,382

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 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
REVENUES				
Interest - Investments	\$ -	\$ 1,512	\$ 1,512	0.00%
Special Assmnts- CDD Collected	532,260	388,497	(143,763)	72.99%
TOTAL REVENUES	532,260	390,009	(142,251)	73.27%

EXPENDITURES

Administration

Supervisor Fees	12,000	4,800	7,200	40.00%
ProfServ-Dissemination Agent	5,000	3,583	1,417	71.66%
ProfServ-Field Management	18,000	7,500	10,500	41.67%
ProfServ-Info Technology	600	500	100	83.33%
ProfServ-Recording Secretary	4,500	1,875	2,625	41.67%
ProfServ-Trustee Fees	6,500	-	6,500	0.00%
Assessment Roll	5,000	2,083	2,917	41.66%
District Counsel	15,000	9,010	5,990	60.07%
District Engineer	12,500	1,903	10,597	15.22%
Administrative Services	5,500	-	5,500	0.00%
District Management	25,000	12,708	12,292	50.83%
Accounting Services	12,000	5,000	7,000	41.67%
Auditing Services	6,000	4,900	1,100	81.67%
Website Compliance	1,800	-	1,800	0.00%
Postage, Phone, Faxes, Copies	500	117	383	23.40%
Rentals & Leases	1,200	500	700	41.67%
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	1,358	(1,158)	679.00%
Misc-Ad Valorem Taxes	-	2,768	(2,768)	0.00%
Website Administration	1,200	1,000	200	83.33%
Miscellaneous Expenses	250	2	248	0.80%
Office Supplies	100	-	100	0.00%
Dues, Licenses, Subscriptions	250	146	104	58.40%
Total Administration	164,141	68,672	95,469	41.84%

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 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>Utility Services</u>				
Utility - Electric	6,035	1,760	4,275	29.16%
Utility - StreetLights	65,484	41,975	23,509	64.10%
Total Utility Services	71,519	43,735	27,784	61.15%
<u>Other Physical Environment</u>				
ProfServ-Wildlife Management Service	6,400	-	6,400	0.00%
Contracts-Landscape	134,000	49,020	84,980	36.58%
Contracts-Aquatic Control	16,200	18,275	(2,075)	112.81%
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	725	11,775	5.80%
Picnic R&M	2,500	-	2,500	0.00%
Hurricane Cleanup	35,000	-	35,000	0.00%
General Contingency	20,000	150	19,850	0.75%
Playground R&M	10,000	-	10,000	0.00%
Total Other Physical Environment	286,600	69,370	217,230	24.20%
<u>Parks and Recreation</u>				
Misc-Contingency	10,000	250	9,750	2.50%
Total Parks and Recreation	10,000	250	9,750	2.50%
TOTAL EXPENDITURES	532,260	182,027	350,233	34.20%
Excess (deficiency) of revenues				
Over (under) expenditures	-	207,982	207,982	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)		(10,682)		
FUND BALANCE, ENDING		\$ 197,300		

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 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
REVENUES				
Interest - Investments	\$ -	\$ 21,501	\$ 21,501	0.00%
Special Assmnts- CDD Collected	1,228,727	1,578,281	349,554	128.45%
TOTAL REVENUES	1,228,727	1,599,782	371,055	130.20%
EXPENDITURES				
Debt Service				
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	765,548	758,139	10332.68%
OTHER FINANCING SOURCES (USES)				
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>\$ 765,548</u>	<u>\$ 743,321</u>	<u>10332.68%</u>
FUND BALANCE, BEGINNING (OCT 1, 2025)		1,468,926		
FUND BALANCE, ENDING		<u>\$ 2,234,474</u>		

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 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
REVENUES				
Interest - Investments	\$ -	\$ 13,100	\$ 13,100	0.00%
TOTAL REVENUES	-	13,100	13,100	0.00%
EXPENDITURES				
Construction In Progress				
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	-	(61,213)	(61,213)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)		872,301		
FUND BALANCE, ENDING		<u>\$ 811,088</u>		

Bank Account Statement

Balm Grove CDD

Bank Account No. 6637
Statement No. 26_02

Statement Date 02/28/2026

G/L Account No. 101001 Balance	204,628.87	Statement Balance	204,853.87
		Outstanding Deposits	0.00
Positive Adjustments	0.00	Subtotal	204,853.87
Subtotal	204,628.87	Outstanding Checks	-225.00
Negative Adjustments	0.00	Ending Balance	204,628.87
Ending G/L Balance	204,628.87		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Deposits							
							0.00
02/04/2026		JE000745	Special Assmnts-CDD Collected	FY26 Hillsborough Co. Tax Rev/DS - Distrib. #761 (1/1	2,825.98	2,825.98	0.00
02/28/2026		JE000762	Interest - Investments	Interest Earned	265.20	265.20	0.00
Total Deposits					3,091.18	3,091.18	0.00
Checks							
							0.00
01/27/2026	Payment	1416	STANTEC CONSULTING SERVICES INC	Payment of Invoice 000878	-536.75	-536.75	0.00
01/29/2026	Payment	300027	TECO	Inv: 012026-05164-ACH	-3,358.39	-3,358.39	0.00
01/29/2026	Payment	300028	TECO	Inv: 012026-40005-ACH	-1,513.64	-1,513.64	0.00
01/29/2026	Payment	300029	TECO	Inv: 012026-78571-ACH	-4,452.66	-4,452.66	0.00
01/29/2026	Payment	300030	TECO	Inv: 012026-53830-ACH	-437.75	-437.75	0.00
02/05/2026	Payment	1418	BALM GROVE CDD	Payment of Invoice 000892	-1,971.83	-1,971.83	0.00
02/05/2026	Payment	1420	TREE FARM 2, INC.	Payment of Invoice 000890	-2,633.00	-2,633.00	0.00
02/05/2026	Payment	1421	TREE FARM 2, INC.	Payment of Invoice 000891	-9,622.00	-9,622.00	0.00
02/06/2026	Payment	DD424	TECO	Payment of Invoice 000884	-190.62	-190.62	0.00
02/09/2026	Payment	1429	ALBERTO VIERA	Check for Vendor V00015	-200.00	-200.00	0.00
02/09/2026	Payment	1430	CARLOS DE LA OSSA	Check for Vendor V00023	-200.00	-200.00	0.00
02/09/2026	Payment	1431	ECO-LOGIC SERVICES LLC	Check for Vendor V00038	-5,050.00	-5,050.00	0.00
02/09/2026	Payment	1432	GRAU & ASSOCIATES	Check for Vendor V00025	-2,900.00	-2,900.00	0.00
02/09/2026	Payment	1433	KELLY A EVANS	Check for Vendor V00019	-200.00	-200.00	0.00
02/09/2026	Payment	1434	NICHOLAS J. DISTER	Check for Vendor V00010	-200.00	-200.00	0.00
02/09/2026	Payment	1435	TREE FARM 2, INC.	Check for Vendor V00042	-1,925.00	-1,925.00	0.00
02/13/2026	Payment	1436	INFRAMARK LLC	Payment of Invoice 000901	-150.00	-150.00	0.00
02/19/2026	Payment	1438	INFRAMARK LLC	Payment of Invoice 000902	-6,650.01	-6,650.01	0.00
02/26/2026	Payment	1439	INFRAMARK LLC	Payment of Invoice 000903	-2.22	-2.22	0.00
02/28/2026		JE000763	Bank Fees	Service Charges	-270.25	-270.25	0.00
Total Checks					-42,464.12	-42,464.12	0.00

Bank Account Statement

Balm Grove CDD

Bank Account No. 6637
Statement No. 26_02

Statement Date 02/28/2026

Adjustments

Total Adjustments

Outstanding Checks

01/20/2026	Payment	1413	SPEAREM ENTERPRISES, LLC	Check for Vendor V00043	-225.00
Total Outstanding Checks					-225.00

Outstanding Deposits

Total Outstanding Deposits

BALM GROVE COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 02/01/2026 to 02/28/2026

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Vendor	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001									
001	1420	02/05/26	V00042	TREE FARM 2, INC.	10-300211	FEB 26-PONDS MAINTENANCE	PONDS ONLY MAINTENANCE	534050-53908	\$2,633.00
001	1421	02/05/26	V00042	TREE FARM 2, INC.	10-300210	FEB 26-LANDSCAPE MAINTENANCE	LANDSCAPE MAINTENANCE	534050-53908	\$9,622.00
001	1429	02/09/26	V00015	ALBERTO VIERA	AV-020526	BOARD 02/05/26	Supervisor Fees	511100-51301	\$200.00
001	1430	02/09/26	V00023	CARLOS DE LA OSSA	CO-020526	BOARD 02/05/26	Supervisor Fees	511100-51301	\$200.00
001	1431	02/09/26	V00038	ECO-LOGIC SERVICES LLC	6196	JAN 26-LAKE MAINTENANCE SVS	LAKE MAINT.	534067-53908	\$5,050.00
001	1432	02/09/26	V00025	GRAU & ASSOCIATES	28537	AUDIT FYE 09/30/2025	AUDIT FYE 09/30/23	532002-51301	\$2,900.00
001	1433	02/09/26	V00019	KELLY A EVANS	KE-020526	BOARD 02/05/26	Supervisor Fees	511100-51301	\$200.00
001	1434	02/09/26	V00010	NICHOLAS J. DISTER	ND-020526	BOARD 02/05/26	Supervisor Fees	511100-51301	\$200.00
001	1435	02/09/26	V00042	TREE FARM 2, INC.	10-300328	JAN 26-LANDSCAPE MAINTENANCE CONTRACT	LANDSCAPE MAINTENANCE	534170-53908	\$1,200.00
001	1435	02/09/26	V00042	TREE FARM 2, INC.	10-300317	JAN 26-IRRIGATION REPAIRS	IRRIGATION REPAIRS	546179-53908	\$725.00
001	1436	02/13/26	V00016	INFRAMARK LLC	1164990	JAN 26-MAINTENANCE-EMPTY TRASH CANS BIWEEKLY	MAINTENANCE-EMPTY TWO TRASH CANS BIWEEKLY	549910-53908	\$150.00
001	1438	02/19/26	V00016	INFRAMARK LLC	170658	FEB 26-INFRAMARK	ACCOUNTING SERVICES	532001-51301	\$1,000.00
001	1438	02/19/26	V00016	INFRAMARK LLC	170658	FEB 26-INFRAMARK	DISTRICT MANAGMENT	531151-51301	\$2,541.67
001	1438	02/19/26	V00016	INFRAMARK LLC	170658	FEB 26-INFRAMARK	DISSEMINATION SERVICES	531012-51301	\$416.67
001	1438	02/19/26	V00016	INFRAMARK LLC	170658	FEB 26-INFRAMARK	FIELD MANAGEMENT	531016-51301	\$1,500.00
001	1438	02/19/26	V00016	INFRAMARK LLC	170658	FEB 26-INFRAMARK	RECORDING SECRETARY	531036-51301	\$375.00
001	1438	02/19/26	V00016	INFRAMARK LLC	170658	FEB 26-INFRAMARK	ASSESSMENT SERVICES	531141-51301	\$416.67
001	1438	02/19/26	V00016	INFRAMARK LLC	170658	FEB 26-INFRAMARK	RECORD STORAGE FEE	544025-51301	\$100.00
001	1438	02/19/26	V00016	INFRAMARK LLC	170658	FEB 26-INFRAMARK	TECHNOLOGY/DATA STORAGE	531020-51301	\$100.00
001	1438	02/19/26	V00016	INFRAMARK LLC	170658	FEB 26-INFRAMARK	WEBSITE MAINTENANCE/ADMIN	549936-51301	\$200.00
001	1439	02/26/26	V00016	INFRAMARK LLC	171426	JAN 26-POSTAGE	POSTAGE	541024-51301	\$2.22
001	DD424	02/06/26	V00034	TECO	011626-221009210867	ELECTRIC 12/11/25-01/12/26	ELECTRIC	543041-53150	\$190.62
Fund Total									\$29,922.85

SERIES 2022 DEBT SERVICE FUND - 200

200	1418	02/05/26	V00031	BALM GROVE CDD	02042026-761	SERIES 2022 FY26 TAX DIST ID 761	Cash in Transit	103200	\$1,971.83
Fund Total									\$1,971.83

Total Checks Paid	\$31,894.68
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Pond Mowing Services Agreement

This Pond Mowing Services Agreement (this “**Agreement**”) is entered into as of March 10, 2026, between the **Berry Bay II Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the “**District**”) and **SSS Down to Earth OPCO LLC d/b/a Down to Earth**, a Ohio limited liability company (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping, lawns, and ponds within and around the District. The District desires to retain an independent contractor to provide pond bank mowing services for certain ponds within and around the District. Contractor represents that it continues to be qualified to serve as a pond bank mowing contractor and provide services to the District. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

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

and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.

3. Description of Work.

- a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the Contractor’s proposal, relevant portions of which are attached hereto as **Exhibit A** (the “**Work**”). These services will be performed on the ponds as pictured in the map on the attached **Exhibit B** (the “**Map**”).
- b. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District (including irrigation repair work), through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

4. Additional Work. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, amendment, or work order authorization. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

5. Emergency Services. In the event of an emergency or disaster, Contractor shall provide the District the following services:

- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
- b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- c. Personnel and equipment hourly rates include only those hours that Contractor’s personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- d. Disaster recovery assistance services shall not exceed a total of 70 hours worked for each emergency/disaster.
- e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- f. District reserves the right to immediately terminate all disaster recovery assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District’s election to terminate these activities pursuant to this paragraph.

6. Manner of Performance.

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the

- specifications.
- b. The Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
 - c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
 - d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
 - e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
 - f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
 - g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.
 - h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
 - i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or Work that may result in the damage and/or loss of plant material, vegetation, sod, or other landscaping. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs or replacements.
 - j. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
 - k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

7. **Time of Commencement.** The work to be performed under this Agreement shall

commence on Monday, March 9, 2026. Contractor shall provide the District the requisite insurance referenced herein and prior to commencing any work.

8. Term and Renewal. The initial term of this Agreement shall be for one (1) year from the date of Commencement, March 9, 2026. At the end of the initial term, the Agreement shall automatically renew for subsequent one (1) year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

9. Termination.

- a. Either party may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent by certified mail or email. The 30-day notice shall commence on the day of mailing of said notice to the other party.
- b. Upon termination of this Agreement, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
- c. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

10. District Representatives and Inspections.

- a. The District hereby designates the District Manager and other representatives of the District Manager's office to act as the District's representatives. The District's representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than 1 time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 3 days' notice if there is a need to reschedule.
- d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies

within the time period specified by the District, or if no time is specified by the District, then within 3 days and prior to submitting any invoices to the District.

11. Compensation

- a. As compensation for the Work as described in **Exhibit A** and for the ponds outlined in **Exhibit B**, the District shall an annual amount of Twenty Thousand Four Hundred Dollars and Zero Cents (**\$20,400.00**) to be invoiced and paid monthly at the rate of **\$1,700.00**.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each service, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.
- c. The District shall provide payment within 45 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- d. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
- e. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
- f. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, work order authorization, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- g. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security

payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

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

- a. *Responsibility for and Supervision of the Work:* Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. *Discipline, Employment, Uniforms:* Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. *Furnishing of Labor, Materials/Liens and Claims:* Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives any right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- d. *Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment,

- safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. *Responsibility for Negligence of Employees and Subcontractors*: Contractor shall be fully responsible for all acts or omissions of its employees, its subcontractors and their employees, and other persons doing work under any request of Contractor.
 - f. *Safety Precautions and Programs*: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
 - g. *Monthly Maintenance Reports*. The Contractor has a duty to provide the District a monthly maintenance report, that highlights any significant work done in the previous month, and issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues.

13. Indemnification.

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

14. Limitations on Governmental Liability. Contractor agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

15. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida. No changes are to be made to these specifications without prior written specific approval by the District.
 - i. **Workers' Compensation:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. **Commercial General Liability:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. **Automobile Liability:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. **Umbrella Liability:** With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements

of this Agreement.

- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

16. Subcontractors. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

17. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

18. No Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

19. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

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

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

20. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

21. Anti-Human Trafficking. Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

22. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,
a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this

includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

- 23. Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813.991.1116, OR BY EMAIL AT PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.

- 24. Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
- 25. Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the county the District is located in.
- 26. Enforcement of Agreement.** In the event it shall become necessary for either party to

institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

27. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
28. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
29. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
30. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
31. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
32. **Notices.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

To the District:
c/o Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607
Attn: Jayna Cooper
Jayna.Cooper@Inframark.com


To Contractor:
SSS Down To Earth Opco LLC d/b/a Down To Earth
500 Winderley Place, Suite 222
Maitland, FL 32751
Attn: Kara Rewerts
Kara.Rewerts@down2earthinc.com

33. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
34. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede

and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any other exhibit, the provisions in this Agreement shall control over provisions in such other exhibit.

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

**SSS Down to Earth OPCO LLC
d/b/a Down to Earth, LLC**

Signed by:

71A94429DB03491...

Name: Will Dutton
Title: Regional Operations Leader

**Berry Bay II
Community Development District**

Signed by:

CC0CB251E795481...

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

STATE OF FLORIDA
COUNTY OF Orange

Affidavit for Anti-Human Trafficking
Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared Tom Jappas, who being duly sworn, deposes and says (the "Affiant"):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the CEO (Title) of SSS Down To Earth Opco LLC (the "Company") and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the Belly Bay II Community Development District.
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

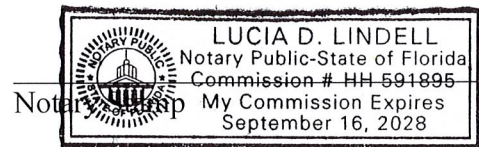
I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

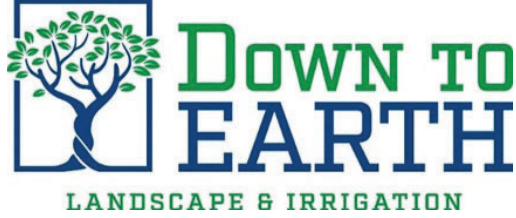
Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

Tom Jappas
Signature of Affiant

Sworn before me on March 12, 2026

Lucia D. Lindell
Notary Public Signature





Landscape Maintenance Proposal

Attn: **Rollamay Turkoane**
2005 Pan Am Circle
Tampa, FL 33607

Submitted By: Down To Earth (SSS Down to Earth Opco LLC)

Berry Bay II Community Development District

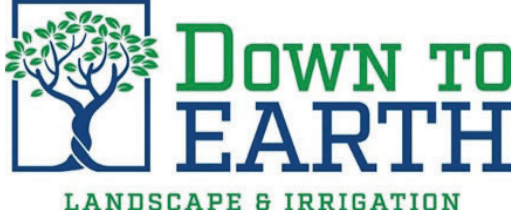
Landscape Maintenance Summary

Lawncare Maintenance	Routine mowing for 6 ponds	\$ 20,400.00	Annually
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Total Annual Fee	\$ 20,400.00
Total Monthly Fee	\$ 1,700.00

Contract Start Date: 3/9/26

Contract End Date: 3/8/27



Scope Calendar

TURF	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Mow	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	40
String Trim	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	40
Hard Edge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	40
Soft Edge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	20
Backpack Blowing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	40
MISCELLANEOUS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Debris/ Litter Removal	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	40

EXHIBIT B



Aquatics Environmental Services Agreement

This Aquatics Environmental Services Agreement (this “**Agreement**”) is entered into as of March 6, 2026, between the **Berry Bay II Community Development District**, a community development district organized under the laws of the State of Florida (the “**District**”) and **Eco-Logic Services, LLC**, a Florida limited liability company, whose principal mailing address is PO Box 18204, Sarasota, FL 34276 (the “**Contractor**”).

Background Information:

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

Operative Provisions:

1. **Incorporation of Background Information**. The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Scope of Services**. The Contractor shall perform the specific aquatics lake management services described in **Exhibit A** for the District’s ponds, lakes, ditches, swales, and wetlands (specifically but not limited to Lakes 25 through 30).
3. **Manner of Performance and Care of the Property**.
 - a. The work shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District and shall be in accordance with the best management practices in the industry.
 - b. Contractor agrees to keep property clean and orderly during the course of the work and to remove all materials, debris, equipment, and machinery at the completion of each work day.
 - c. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District’s satisfaction, any damage resulting from Contractor’s activities and work within 24 hours. In the event Contractor does not repair or replace the damage to District’s satisfaction, Contractor shall be responsible for reimbursing District for such damages or the District may elect to deduct the costs of the repair from the payment to Contractor for the work under this Agreement.
4. **Compensation**. The District agrees to compensate the Contractor for the work described in **Exhibit A** for an annual total of Seventeen Thousand Four Hundred Dollars and Zero Cents (**\$17,400.00**) as further described below:
 - a. Lake Management Services --- \$1,450.00 monthly; and,
 - b. Additional Services --- to be billed as requested.
5. **Additional Services**. When authorized in advance, in writing by the District, the Contractor may provide additional services beyond those listed above.
6. **Term of this Agreement**. The initial term of this Agreement shall be for one year from the commencement date of **Monday, November 3, 2025**. At the end of the initial term, the Agreement shall automatically renew for the same term and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

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

To the District:

c/o Inframark
Attn: Jayna Cooper, District Manager
2005 Pan Am Circle, Ste. 300
Tampa, Florida 33607
Jayna.Cooper@Inframark.com

To the Contractor:

Eco-Logic Services, LLC
PO Box 18204
Sarasota, Florida 34276
Attn: Matt Nabor
Matt@Eco-Logic-Services.com

9. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
10. **Compliance with Governmental Regulation.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
11. **Anti-Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.
12. **Insurance.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and

property damage liability and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

- c. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
- d. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

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

13. Indemnification. Contractor agrees to indemnify and hold the District and its officers, agents and employees harmless from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees, and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.

14. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

15. Responsibilities of the District. The District shall inform Contractor of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. The District agrees to provide Contractor with copies of mitigation permits, site plans, and plant species relating to contracted work areas.

16. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

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

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

17. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

18. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

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

19. E-Verification. Pursuant to Section 448.095(2), Florida Statutes, Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

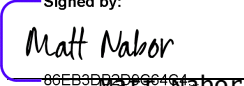
20. Controlling Law and Venue. This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.

- 21. **Enforcement of Agreement.** Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney’s fees at both trial and appellate levels against the non-prevailing party.
- 22. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 23. **Amendment.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
- 24. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
- 25. **Arm’s Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- 26. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- 27. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- 28. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

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

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

Berry Bay II
Community Development District

Signed by:


 Name: Matt Nabor
 Title: Senior Project Manager

Signed by:


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

STATE OF FLORIDA
COUNTY OF _____

Affidavit for Anti-Human Trafficking
Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared _____, who being duly sworn, deposes and says (the “Affiant”):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the _____ (Title) of _____ (the “Company”) and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the _____ Community Development District.
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

Signature of Affiant

Sworn before me on _____, 2026

Notary Public Signature

Notary Stamp

EXHIBIT A

PROPOSAL FOR ENVIRONMENTAL SERVICES



Proposal Date: March 3, 2026

This Agreement is made effective by and between:

"Client"

Name: Berry Bay II CDD
Address: c/o Inframark
2005 Pan Am Circle Ste 300
Tampa, FL 33607
Phone: (656) 245-3775
Representative: Mr. Arturo Gandarilla
Email: AGandarilla@inframark.com

"Eco-Logic Services"

Name: Eco-Logic Services LLC
Address: PO Box 18204
Sarasota, FL 34276
Phone: (941) 340-9893
Representative: Matt Nabor
Email: Matt@Eco-Logic-Services.com

Project: Berry Bay II
Project Location: Hillsborough County, FL
Fee Type: Unit price per attached Scope of Services
Retainer: No
Scope of Services: Attached

Eco-Logic Services LLC

By:  _____

Print Name: Matt Nabor _____

Title: Senior Project Manager _____

Date: March 3, 2026 _____



BERRY BAY II

1.0 Lake Management Services

Eco-Logic Services will perform necessary management services at the six stormwater retention ponds (“lakes”) within the Berry Bay II community (shaded in light blue on Figure 1). Targets of the treatment efforts include algae (filamentous and planktonic), invasive underwater vegetation (such as hydrilla and naiad), and perimeter growth (grasses and turf-weeds growing out from shore). Undesirable growth will be selectively treated with approved herbicides. The goal of this maintenance is to ensure a “clean” look to these aquatic features on the site, as is reasonable and practical. Eco-Logic Services guarantees a prompt response to any complaint or problem encountered with the lakes on the site (i.e., an algae bloom) and will make every reasonable effort to correct the situation in a timely manner. This task will be accomplished using selective applications of herbicides specifically designed and labeled for aquatic use. All herbicide treatments will be supervised by a state-certified aquatic herbicide applicator.

2.0 Additional Services

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

3.0 Cost

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

1.0	Lake Management Services	\$1,450/month
2.0	Additional Services	to be billed as requested

4.0 Assumptions of this Proposal

- 4.1 The Client will make provision for Eco-Logic Services to enter the work area as required to perform services under this Agreement.
- 4.2 Upon request or as required to perform the services under this Agreement, the Client will provide all relevant plans and permits.
- 4.3 This proposal was prepared using the best information available to us at the time this Scope was compiled. Additional materials or services will be provided for additional compensation through a written amendment to this Agreement.



Figure 1. Site map for the Berry Bay II community showing locations of the proposed work areas.

Website Creation and Management Agreement

This Website Creation and Management Agreement (the “**Agreement**”) is made and entered into as of March 1, 2026, by and between the **Berry Bay II Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”) and **SchoolStatus, LLC**, a Mississippi limited liability company registered to do business in the state of Florida (the “**Contractor**”).

Background Information:

The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the “**ADA**”). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.
2. **Scope of Services.** The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services described in the “**Statement of Work**” attached hereto and incorporated herein as **Exhibit A**.
3. **Manner of Performance and Care of the Property.** The work shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District and shall be in accordance with the best management practices in the industry.
4. **Compensation.**
 - a. The District agrees to compensate the Contractor for a one-time fee of **\$1,512.00** for the Creation of Website work described in the Statement of Work.
 - b. The District agrees to compensate the Contractor on an annual basis in the amount of **\$1,613.00** for all other work described in the Statement of Work.
 - c. Contractor will provide the District with an invoice on an annual basis, to be paid in advance of all of the services to be provided. The District shall pay the Contractor within 30 days of receipt of the invoice.
5. **Term and Renewal.** The initial term of this Agreement shall be for 1-year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for the same term and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
6. **Termination.** Either party may terminate this Agreement without cause with 30 days written notice to the other party. Upon termination of this Agreement:
 - a. The Contractor shall be entitled to retain the entire payment made for the current term (as Contractor pays for the domain fee and other licenses on an annual basis).
 - b. If the District provides a termination notice at least 30 days prior to the autorenewal, then the District will not be obligated to pay for the upcoming renewal term.
 - i. If the District provides a termination notice within 29 days of the renewal then the District will be obligated to pay Contractor the compensation for the upcoming renewal term as domain fees and other licenses require time to cancel or transfer.

- c. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
 - d. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
 - e. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.
7. **Ownership of Website, Domain Name, and Content.** The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.
8. **No Infringement of Intellectual Property.** Contractor warrants and represents that no product or services provided by Contractor will infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).
9. **Additional Services.** When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment, addendum, change order, or work order authorization.
10. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
11. **Compliance with Governmental Regulation.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time. Any fees or fines incurred or imposed due to non-compliance shall be borne solely by the Contractor.
12. **Insurance.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
- a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.

- b. Commercial General Liability Insurance covering the Contractor’s legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors’ operation.
- c. Employer’s Liability Coverage with limits of at least \$1,000,000 per accident or disease.
- d. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

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

13. Indemnification. Contractor agrees to indemnify and hold the District and its officers, agents and employees harmless from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney’s fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.

14. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

15. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

16. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 873-7300, BY EMAIL AT PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.

- 17. E-Verification.** Pursuant to Section 448.095(2), Florida Statutes, Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.
- 18. Anti-Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.
- 19. Controlling Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.
- 20. Enforcement of Agreement.** Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
- 21. Amendment.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
- 22. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties, not to be unreasonably withheld; provided, however, that no consent shall be required for the assignment to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Contractor's assets, provided that such acquirer agreed to be bound by all of the terms and conditions hereof and written notice is provided to the District.
- 23. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

- 24. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- 25. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- 26. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 27. Notice.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

To the District:
 c/o Inframark
 2005 Pan Am Circle, Suite 300
 Tampa, FL 33607
 Attn: Jayna Cooper
jcooper@inframark.com

To Contractor:
 SchoolStatus, LLC
 800 Woodlands Pkwy, Suite 107
 Ridgeland, MS 39157
 Attn: Emily Thompson
Emily.Thompson@schoolstatus.com

- 28. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

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

SchoolStatus, LLC

**Berry Bay II
 Community Development District**

Signed by:

 Name: Phill Carr
 Title: Chief Sales Officer

Signed by:

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

STATE OF FLORIDA
COUNTY OF _____

Affidavit for Anti-Human Trafficking
Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared _____, who being duly sworn, deposes and says (the “Affiant”):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the _____ (Title) of _____ (the “Company”) and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the _____ Community Development District.
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

Signature of Affiant

Sworn before me on _____, 2026

Notary Public Signature

Notary Stamp

Statement of Work

- 1. Creation of Website.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 - a. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
 - b. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 - c. Display an ADA compliance shield, seal, or certification;
 - d. Provide options to create a CDD-branded design (colors, logo, etc...)
 - e. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
 - f. Be free of any commercial advertising;
 - g. Be free of any known spyware, virus, or malware;
 - h. Secure certification (https)
 - i. Secure cloud hosting with fail-overs
 - j. Allow for data backups, and record retention as required by law;
 - k. Allow for the display a calendar, reservation request form, and newsletter;
 - l. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 - m. Remediate all documents provided by the District for the new website in an ADA compliant format.*

- 2. Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District’s website.

- 3. Maintenance and Management of the Website.**
 - a. Contractor will manage and maintain the website;
 - b. Remediate new documents provided by the District Manager in an ADA compliant format;*
 - i. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 - c. District shall be responsible for uploading the ADA compliant documents onto the website. Contractor shall ensure that the District only has the ability to upload or remove documents on the website and cannot alter any other aspect of the website;
 - d. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
 - e. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

- 4. Monthly Auditing and Remediation Services.**
 - a. Every month Contractor will comprehensively audit the website’s compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
 - b. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
 - c. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

Statement of Work

5. Support Services.

- a.** Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain documents are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the document and provide contact information if anyone needs reasonable accommodations to access the full content within that document.