

**BERRY BAY II
COMMUNITY DEVELOPMENT
DISTRICT**

MARCH 07, 2024

AGENDA PACKAGE



2005 PAN AM CIRCLE, SUITE 300
TAMPA. FL 33067

Berry Bay II Community Development District

Board of Supervisors

Carlos de la Ossa, Chairman
Nick Dister, Vice-Chairman
Ryan Motko, Assistant Secretary
Albert Viera, Assistant Secretary
Kyle Smith, Assistant Secretary

District Staff

Brian Lamb, District Secretary
Angie Grunwald, District Manager
John Vericker, District Counsel
Tonja Stewart, District Engineer

Landowners' Election Audit Committee, Public Hearings & Regular Meetings Agenda Thursday, March 07, 2024, at 1:30 p.m.

The Landowners' Election Audit Committee, Public Hearings & Regular Meetings of Berry Bay II Community Development District will be held on **March 07, 2024, at 1:30 p.m. at the offices of Inframark, which are located at 2005 Pan Am Circle Suite 300 Tampa, FL 33607.** For those who intend to call in below is the Zoom link information. Please let us know at least 24 hours in advance if you are planning to call into the meeting.

Join Zoom Meeting

<https://us06web.zoom.us/j/86992084254?pwd=wPRUYX9TrhybYypbvbmLGNwEvJbTHO.1>

Meeting ID: 869 9208 4254 Passcode: 944104

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

LANDOWNERS ELECTION/ MEETING

1. CALL TO ORDER
2. APPOINTMENT OF MEETING CHAIRMAN
3. ANNOUNCEMENT OF CANDIDATES/CALL FOR NOMINATIONS
4. ELECTION OF SUPERVISORS
5. OWNERS' REQUESTS
6. ADJOURNMENT

REGULAR MEETING, AUDIT COMMITTEE, & PUBLIC HEARINGS

1. CALL TO ORDER/ROLL CALL
2. PUBLIC COMMENT ON AGENDA ITEMS
(Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)
3. BUSINESS MATTERS
 - A. Consideration of Resolution 2024-26; Canvassing & Certifying the Results of the Landowners Election
 - B. Consideration of Resolution 2024-27; Declaring Officers
4. RECESS TO AUDIT COMMITTEE
5. AUDIT COMMITTEE MEETING
 - A. Open the Audit Committee Meeting
 - B. Evaluate and Rank the Audit Proposals

District Office

Inframark
2005 Pan Am Circle, Ste 300
Tampa, Florida 33607

Meeting Location:

Inframark
2005 Pan Am Circle, Ste 300
Tampa, Florida 33607

i. *Grau & Associates*

C. Finalize the Ranking and Consideration of the Audit Committee Recommendation

D. Close the Audit Committee Meeting

6. RETURN AND RECESS TO REGULAR MEETING

A. Consideration of Audit Committee Recommendations and Evaluation

B. Consideration of RFQ Proposals for District Engineering Services

7. PUBLIC HEARING ON IMPOSING AND LEVYING SPECIAL DEBT ASSESSMENTS

A. Open the Public Hearing on Imposing and Levying Special Debt Assessments

D. Staff Presentations

E. Public Comments

F. Consideration of Resolution 2024-28; Imposing and Levying Special Debt Assessments

E. Close the Public Hearing on Imposing and Levying Special Debt Assessments

8. PUBLIC HEARING ON ADOPTING UNIFORM METHOD OF COLLECTION

A. Open the Public Hearing on Adopting a Uniform Method of Collection

B. Staff Presentation

C. Public Comment

D. Close the Public Hearing on Adopting Uniform Method of Collection

E. Consideration of Resolution 2024-29; Adopting Uniform Method of Collection

9. PUBLIC HEARING ON ADOPTING UNIFORM RULES OF PROCEDURE

A. Open the Public Hearing on Adopting Uniform Rules of Procedure

B. Staff Presentations

C. Public Comment

D. Close the Public Hearing on Adopting Uniform Rules of Procedure

E. Consideration of Resolution 2024-30; Adopting Uniform Rules of Procedures

10. PUBLIC HEARING ON ADOPTING FINAL FISCAL YEAR 2024 BUDGET

A. Open Public Hearing on Adopting Final Fiscal Year 2024 Budget

B. Staff Presentations

C. Public Comment

D. Close Public Hearing on Adopting Final Fiscal Year 2024 Budget

E. Consideration of Resolution 2024-31; Adopting Final Fiscal Year 2024 Budget

F. Consideration of Developer Funding Agreement for Fiscal Year 2024 Budget

11. BOARD MEMBERS COMMENTS

12. PUBLIC COMMENTS

13. ADJOURNMENT

RESOLUTION 2024-26

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNER’S ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, ADDRESSING SEAT NUMBER DESIGNATIONS ON THE BOARD OF SUPERVISORS, AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held following the creation of a community development district for the purpose of electing supervisors of the District; and

WHEREAS, following proper publication and notice thereof, on March 7, 2024, the owners of land within the District held a meeting for the purpose of electing supervisors to the District’s Board of Supervisors (“Board”); and

WHEREAS, at the March 7, 2024, meeting, the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board, by means of this Resolution, desires to canvas the votes, declare and certify the results of the landowner’s election, and announce the Board Members, seat number designations on the Board.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown, to wit:

Seat 1	_____	Votes: _____
Seat 2	_____	Votes: _____
Seat 3	_____	Votes: _____
Seat 4	_____	Votes: _____
Seat 5	_____	Votes: _____

SECTION 3. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the respective Supervisors, they are declared to have been elected for the following terms of office:

Seat 1	_____	Years: _____
Seat 2	_____	Years: _____
Seat 3	_____	Years: _____
Seat 4	_____	Years: _____
Seat 5	_____	Years: _____

SECTION 4. Said terms of office commenced on March 7, 2024.

SECTION 5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. To the extent the provisions of this Resolution conflict with the provisions of any other resolution of the District, the provisions of this Resolution shall prevail.

PASSED AND ADOPTED THIS 7TH DAY OF MARCH 2024.

ATTEST:

**BERRY BAY II COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

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

RESOLUTION 2024-27

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF BERRY BAY II COMMUNITY
DEVELOPMENT DISTRICT AND PROVIDING FOR AN
EFFECTIVE DATE.**

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting was held for the purpose of electing supervisors of the District; and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to designate the Officers of the District per F.S. 190.006(6).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF BERRY BAY II COMMUNITY DEVELOPMENT
DISTRICT:**

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

_____	Chairman
_____	Vice-Chairman
_____	Secretary
_____	Treasurer
_____	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

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

PASSED AND ADOPTED THIS 7TH DAY OF MARCH, 2024.

ATTEST:

**BERRY BAY II COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

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



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

BERRY BAY II

Community Development District

Proposal Due: February 29, 2024
12:00PM

Submitted to:

Berry Bay II
Community Development District
Attn: Angie Grunwald
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, Florida 33431

Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

February 29, 2024

Berry Bay II Community Development District
Attn: Angie Grunwald
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2024, with an option for two additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Berry Bay II Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

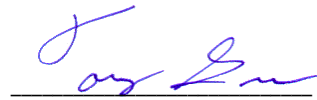
Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or David Caplivski, CPA (dcaplivski@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications



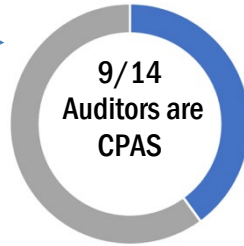
Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



3 Partners
11 Professional Staff
2 Administrative Professionals



2005

Year founded

Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate

March 17, 2023

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

Dear Antonio Grau:

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

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

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

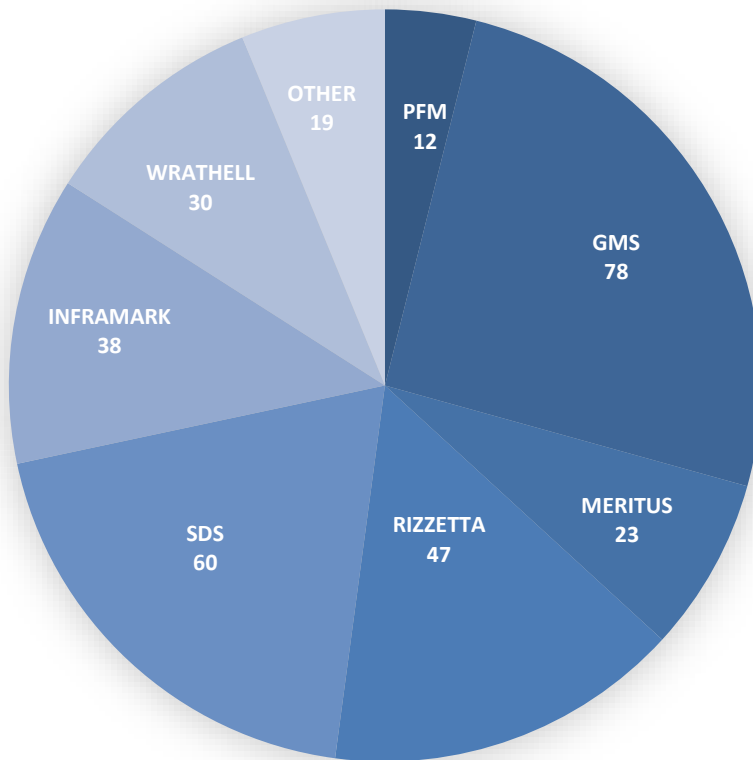
Review Number: 594791

Firm & Staff Experience



Grau & Associates
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GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing Audits: 35+

CPE (last 2 years):

Government

Accounting, Auditing:

32 hours; Accounting,

Auditing and Other:

58 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, GFOA

David Caplivski, CPA (Partner)

Years Performing Audits: 13+

CPE (last 2 years):

Government

Accounting, Auditing:

48 hours; Accounting,

Auditing and Other:

33 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

- David Caplivski

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA

Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District
Dunes Community Development District
Fishhawk Community Development District (I, II, IV)
Grand Bay at Doral Community Development District
Heritage Harbor North Community Development District

St. Lucie West Services District
Ave Maria Stewardship Community District
Rivers Edge II Community Development District
Bartram Park Community Development District
Bay Laurel Center Community Development District

Boca Raton Airport Authority
Greater Naples Fire Rescue District
Key Largo Wastewater Treatment District
Lake Worth Drainage District
South Indian River Water Control

Professional Associations/Memberships

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
City of Boca Raton Financial Advisory Board Member

Florida Government Finance Officers Association
Government Finance Officers Association Member

Professional Education (over the last two years)

Course

Government Accounting and Auditing
Accounting, Auditing and Other
Total Hours

Hours

32
58
90 (includes of 4 hours of Ethics CPE)



David Caplivski, CPA/CITP, Partner

Contact : dcaplivski@graucpa.com / 561-939-6676

Experience

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

Education

Florida Atlantic University (2009)
 Master of Accounting
 Nova Southeastern University (2002)
 Bachelor of Science
 Environmental Studies

Certifications and Certificates

Certified Public Accountant (2011)
 AICPA Certified Information Technology Professional (2018)
 AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderdale GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	48
Accounting, Auditing and Other	33
Total Hours	81 (includes 4 hours of Ethics CPE)

Professional Associations

Member, American Institute of Certified Public Accountants
 Member, Florida Institute of Certified Public Accountants
 Member, Florida Government Finance Officers Association
 Member, Florida Association of Special Districts

References



Grau & Associates
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We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2024-2026 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2024	\$3,200
2025	\$3,300
2026	<u>\$3,400</u>
TOTAL (2024-2026)	<u>\$9,900</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓			✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
TOTAL	333	5	3	328	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73

Current
Arbitrage
Calculations

We look forward to providing Berry Bay II Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**



Berry Bay II Community Development District

Engineering Services

Submitted by Stantec Consulting Services Inc.

February 29, 2024



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Stantec Consulting Services Inc.
777 S. Harbour Island Blvd., Suite 600
Tampa, Florida 33602

February 29, 2024

Angie Grunwald, District Manager
Berry Bay II Community Development District
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607

Reference: RFQ for Engineering Services for Berry Bay II Community Development District

Dear Ms. Angie Grunwald and Berry Bay II CDD Board,

Stantec Consulting Services Inc. (Stantec) appreciates the opportunity to submit its qualifications for Professional Engineering Services for the Berry Bay II(CDD), in response to your recent request for additional firm information. In short, the Stantec team is qualified to perform this project due to the following:

- Previous experience providing district engineering services for numerous West Central Florida-based CDD's/ familiarity with development and staff.
- A seasoned firm, specializing in community development district engineering contracts that offers an experienced set of eyes for this community's needs.
- Extensive professional experience with community development districts throughout the Central Florida Region;
- Many contracts with CDD's.
- A broad range of in-house capabilities and resources including planning, civil/site engineering, structural engineering, transportation and roadway engineering, survey, GIS, and ecological capabilities.
- A local Tampa office.

Stantec is currently providing numerous West Central Florida-based CDD's with professional consulting engineering services and we would really value continuing this relationship with Inframark. Having worked with Inframark for numerous years, we have accumulated a depth of knowledge and history of how you prefer your CDD contracts to be managed. We care about the community and want to make every attempt to provide high quality, reasonably priced consulting services for the District. This commitment truly separates Stantec from all the competing firms. Stantec has staff that exclusively provides services to CDD's, and this commitment means that there is no other priority, and our response time to residents' questions, Board of Supervisors' requests, and District Manager issues is immediate. Also, due to the number of CDD clients, Stantec provides the most efficient services at the most competitive cost.

Stantec is also proud that many CDD clients are fully resident controlled and that we have broad experience in providing the necessary services for infrastructure maintenance needed by the resident board, as well as design services for new projects. Stantec offers community development districts a full scope of services that includes, but is not limited to, the following:

- | | |
|---|--|
| • Stormwater Management Systems and Facilities (including erosion repair) | • Water Conservation Studies and Design/NPDES Experience |
| • Water and Sewer Systems and Facilities | • Water Supply Studies |
| • Landscaping, Street Lighting Design and Plans | • Contract Management and Inspection Services |
| • Environmental Permitting | • Expert Witness Testimony |
| • Government Permitting | • Irrigation System Plans and Design |
| • Cost Estimates and Bidding Assistance | • Roadways/Traffic Control Measures |

Since 1956, Stantec has grown with Florida, serving both private and public sector clients statewide. With over 400 employees strategically located throughout Florida, Stantec has the talent, flexibility, and resources to provide exceptional services to the Berry Bay CDD.

Each of the key members of Stantec's project team has extensive experience in the engineering, planning, design, and construction of residential projects. Key personnel for the project would include David A. Kemper, P.E., as Principal-in- Charge; Tonja L. Stewart, P.E., as District Engineer/ Senior Project Manager; Vanessa Nurse, as Administrative Support and Mark H. Foster, PSM as Surveyor; and other Stantec administrative, CAD, and technical support personnel, as needed.

TONJA L. STEWART, P.E. - Project Manager

A Senior Project Manager at Stantec and a Florida-registered Professional Engineer, Ms. Stewart offers more than 30 years of experience in a broad range of civil engineering projects, including managing over 50 CDD District Engineering contracts within the Tampa Bay region. She has been responsible for residential, commercial, and industrial site design; including stormwater management, drainage, roadway, water transmission systems, wastewater collection systems, and wetland and flood plain mitigation. Ms. Stewart's credentials include construction management for many of her projects which have entailed inspections, testing, and certification. Her responsibilities include providing coordination with project consultants, including geotechnical engineers, environmental scientists, surveyors, archaeologists, attorneys, and title companies. She also provides support services for re-zonings, annexations, DRIs, and land-use amendments.

Stantec looks forward to hearing from you regarding your selection, and we look forward to continuing to serve as District Engineer for the Berry Bay II Community Development District.

Sincerely,



David A. Kemper, PE, Senior Principal
Office: (813) 223-9500 x 248 | Mobile: (813) 505-1593
David.Kemper@Stantec.com



Tonja Stewart, PE, Senior Project Manager
Office: (813) 223-9500 | Mobile: (813) 426-4916
Tonja.Stewart@Stantec.com



Firm Overview

The Stantec community unites more than 28,000 specialists working in over 400 locations. We collaborate across disciplines and industries to make buildings, infrastructure, and energy and resource projects happen. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships.

Since 1954, our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

At Stantec we understand innovation, collaboration, and a strong vision are necessary to create successful projects in the Single and Multi-Unit Family Residential Developments Sector. Our goal in each project is to provide social, environmental, and economic benefits in keeping with the physical site conditions, public expectations, and market realities of the project.

We offer the complete range of professional planning and design services necessary to carry property through planning, approvals and permitting, to design and construction. Stantec's team of experts includes urban planners, civil engineers, and environmental scientists. This team designs distinguished new towns and communities and provides ongoing support to include Community Development District Engineering Contracts.

We have earned a strong reputation for helping nationally recognized clients realize the maximum potential of their vision and investment.

Transforming Land

Developing land into a residential or mixed-use community or a public space with parks and trails requires a mix of technical skill and creative vision, as well as insight into development. We merge this expertise to create value for our clients and community.

Our knowledge of the industry runs deep; we know our communities, the local political climate, and the policies that impact a project's progress so we can guide you through the development process. And, we're with you from beginning to end.

Our surveyors, engineers, and transportation experts lay the groundwork for infrastructure, while our planners create designs using knowledge of local regulations to navigate approvals. Our environmental scientists restore and preserve sites. Our public participation experts engage stakeholders to build consensus. And our landscape architects, and project managers bring designs to life. Together, we cover all aspects of land development while balancing what's important to the community and the environment.

We develop spaces of distinct and local character through the following suite of services:

- Planning
- Civil Engineering
- Landscape Architecture
- Surveys/Geomatics
- Urban Design
- Public Consultation
- Architecture/Buildings Engineering
- Construction Administration
- Environmental Management & Infrastructure
- Geotechnical Engineering
- Transportation Planning & Traffic Engineering

Ability of Applicants Professional Personnel

Tonja Stewart will be our Project Manager, and she personally brings over two decades of experience in the management of over 30 community development district engineering contracts. She truly embodies the specific expertise to successfully execute this contract. She is joined by a team of professionals that have worked with her on previous community development district contracts, and thus, the entire Stantec team knows how to successfully execute task orders for this type of contract.

Time and Budget Requirements

We give our contract manager full authority to directly commit staff and resources throughout the company.

The contract manager also acts as the “traffic cop” for task assignments and is able to internally coordinate the assigning of tasks to the most qualified personnel, expediting the process and qualifying the assigned staff simultaneously. If the schedule or scope changes during the delivery of any project, our contract manager can coordinate the necessary changes directly with the CDD staff to provide immediate response to your needs, and minimize the effect on the schedule, budget, and quality of work. One of our main objectives is to facilitate the CDD Project Manager’s oversight of the projects- be an extension of YOUR staff. This commitment includes four basic concepts:

- Identify, understand, and utilize available technical information (don’t reinvent the wheel).
- Maintain the same core team throughout each project to improve efficiency and quality of project delivery.
- Identify the critical path at the proposal phase, and develop realistic schedule and budget.
- Emphasize strong project management to implement a quality project within the agreed upon schedule and budget.

Preparation and Use of a Task-Specific Detailed Work Plan

At Stantec we call our plan for project success a “Work Plan”. This job specific work plan includes a fully detailed, resources-loaded schedule that includes all tasks, production activities, permitting milestones, and deliverables included in the scope of work for each task assignment. This work plan also includes both personnel and equipment resources that will be needed, along with their cost elements. This will allow the work plan to be balanced against the project budget. In this way as changes are made to the schedule, financial impacts of those changes can be evaluated. The work plan is the way

Tonja as our Project Manager and team leaders can assure the CDD staff that we will deliver each project as contracted. We have an internal checks and balances system of QA/QC that ensures redundancy at every stage and allows for senior staff to oversee the quality of documents and execution of design during construction.

Past Experience and Performance

Stantec has provided district engineering services for more than 50 CDD’s in the state of Florida. Our experience in these types of contracts is unparalleled by other professional service firms. Please see SF 330 for further detailed information.

Commitment to Community

Stantec’s key qualifications in the comprehensive planning and design of residential developments include:

- Over \$1 billion of capitalization in Florida
- Prime consultant for more than 60 Planned Communities, encompassing more than 50,000 acres and 80,000 residential units.
- District Engineer for over 50 community development districts in the state of Florida
- New town developments have included site work for housing, recreation and commercial components.



1.5M acres

of land that our land planners, landscape architects, and other professionals have master planned.

Our reputation for planning, design and scientific expertise is unparalleled in Florida. We work closely with state and federal governmental agencies early in the design process to obtain their input and concerns. We are particularly strong in offering close relationships with Hillsborough County, Pasco County, SWFWMD, and other local permitting agencies.

Applying experience and leading technologies, our professionals and technical staff transform land into viable projects, creating a responsible fit between physical site conditions, fiscal requirements, and environmental constraints.

Our services are provided on projects around the world through approximately 28,000 employees operating out of more than 400 locations across six continents. Our multiple office locations allow for easy management of projects in multiple locations (we have 13 in Florida alone). These types of projects are a specialty at Stantec. We understand how CDD's operate because we've experienced large, single- family development from the planning stages, through design, permitting and ultimately, construction. These types of developments are truly at the core of what we do as a firm.

Commitment to Providing District Engineering

We offer the Berry Bay II Community Development District the expertise of a team that has worked on over 50 Community Development Districts providing District Engineering services. Our track record is unsurpassed in the state for managing district engineering contracts and our Project Manager, Tonja Stewart, PE, is personally known to you and has dedicated her over two decades of experience in managing these types of contracts.

We are a full-service team, available in-house and are ready to serve

this contract. The following is a list of our current CDD Contracts, all managed by our local staff.

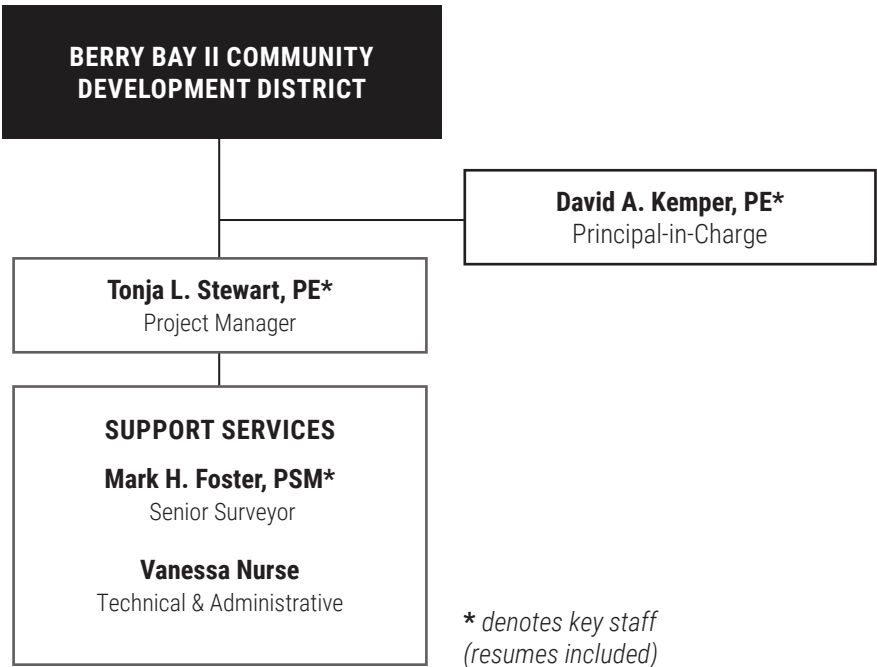
- Arbor Greene CDD, City of Tampa
- Carlton Lakes CDD, Hillsborough County
- Creek Preserve CDD, Hillsborough County
- Cypress Creek CDD, Hillsborough County
- Eastlake Oaks CDD, Pinellas County
- Epperson Ranch CDD, Pasco County
- Estancia at Wiregrass CDD, Hillsborough County
- Gramercy Farms CDD, Osceola County
- Hammocks CDD, City of Tampa
- Heritage Harbor CDD, Hillsborough County
- Hidden Creek, Hillsborough County
- K Bar Ranch CDD, City of Tampa
- Meadow Pointe CDD, Pasco County
- Meadow Pointe III CDD, Pasco County
- Meadow Pointe IV CDD, Pasco County
- Northwood CDD, Pasco County
- Oakstead CDD, Pasco County
- Park Creek CDD, Hillsborough County
- Parkway Center CDD, Hillsborough County
- Rivercrest CDD, Hillsborough County
- South Fork III CDD, Hillsborough County
- Ventana CDD, Hillsborough County

We are confident that we can provide high quality service to Berry Bay II for the Professional Engineering Contract. You are familiar with our team and we pride ourselves on adhering to the utmost standard on client service. The following pages showcase our Tampa office's experience and expertise necessary to fully execute our high level of service to Berry Bay II.



Team Organization

The organization chart below indicates the names of specific staff proposed for this project. Our team offers local, site-specific experience and expertise in community development district engineering contracts. Our proposed Project Manager Tonja Stewart, is extremely experienced and has lead over 50 community development district contracts. She will be responsible for handling District meetings, construction services, and other engineering tasks. We will have no learning curve working together on this District Engineering Contract.



Tonja Stewart, PE | Project Manager | 35 years of experience

Tonja is a Senior Project Manager who is highly experienced in a broad range of civil engineering projects, including a specialty in managing community development district engineering contracts. Her responsibilities in managing the contracts include providing coordination with key disciplines like environmental scientists, surveyors, archaeologists, attorneys, and title companies. She has experience with residential, commercial, and industrial site design, including stormwater management, drainage, roadway, water transmission systems, wastewater collection systems, and wetland and flood plain mitigation. She is highly respected for the work she has done on over 50 community development districts within the Tampa Bay Region.



David Kemper, PE | Principal-in-Charge | 43 years of experience

Dave’s professional experience includes management and design of residential, office, commercial, industrial, institutional, recreational, and mixed-use projects. He has extensive experience in coordinating the efforts of a multi-disciplined team to address all aspects of the site development including planning/zoning, survey, geotechnical, environmental, biology, traffic, and landscape architecture. This includes a particular emphasis on providing the engineering design after large scale and complex projects have been conceptualized.



Mark Foster, PSM | Land Surveyor Manager | 43 years of experience

Mark has served in various surveying roles throughout his career, including survey party chief, survey technician, field crew supervisor, project surveyor and survey project manager. His current responsibilities include client coordination, preparation of proposals, management of projects, supervision of field and office personnel and preparation of survey maps and reports.



Why Stantec?

- **Our staff understands the local area**
We live and work in the Tampa and Central Florida area. Our Team has extensive professional experience with community development districts throughout the Pasco County, Hillsborough County, and the Tampa Bay Region. Our staff understands this area and the permitting process and have a thorough understanding of the Berry Bay II CDD environment.
- **Our similar projects exemplify our expertise and ability to overcome challenges**
We've done this before. We've provided community development district engineering services to over 50 CDD's in the Central Florida Region. We offer you proven solutions and creative design.
- **Project Manager with more than two decades of providing district engineering services**
Can you trust that the firm you select is not only knowledgeable in community development districts, but offers a project manager that has personally led the efforts on over 50 community development district contracts? Our team is proven in these areas - you can trust us.
- **A commitment to the Community Development District**
We understand the CDD's, organizational structure, and how they desire their selected district engineer to perform. We look forward to exceeding our reputation and high level of client services during this contract.
- **A broad range of in-house capabilities and resources**
Our Team has a broad range of in-house capabilities and resources including planning, civil/site engineering, structural engineering, transportation and roadway engineering, survey, GIS and ecological capabilities.



SF 330 Qualifications

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Berry Bay II Community Development District

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Tonja Stewart, PE, Senior Project Manager

5. NAME OF FIRM

Stantec Consulting Services Inc.

6. TELEPHONE NUMBER

813.426.4916 (c) | 813.746.3842 (o)

7. FAX NUMBER

813.223.0009

8. E-MAIL ADDRESS

tonja.stewart@stantec.com

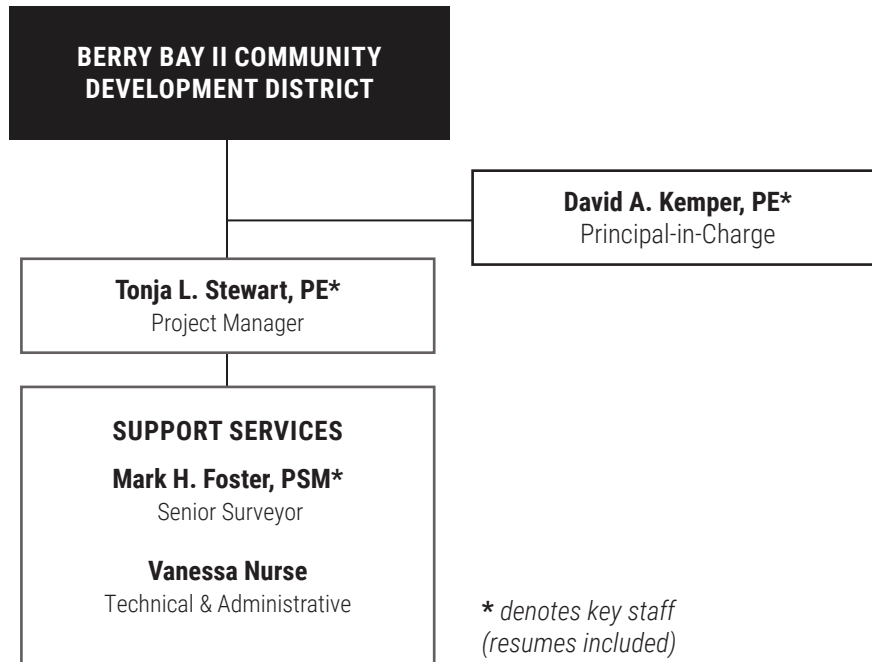
C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	PRIME	JV	SUBCON TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	☒			Stantec Consulting Services Inc.	777 S Harbour Island Boulevard, Suite 600, Tampa, FL 33602	District Engineering Services
			☒ CHECK IF BRANCH OFFICE			
b.						
				☐ CHECK IF BRANCH OFFICE		
c.						
				☐ CHECK IF BRANCH OFFICE		
d.						
				☐ CHECK IF BRANCH OFFICE		
e.						
				☐ CHECK IF BRANCH OFFICE		
f.						
				☐ CHECK IF BRANCH OFFICE		
g.						
				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
David A. Kemper, PE	Principal-in-Charge	a. TOTAL	b. WITH CURRENT FIRM
		43	24
15. FIRM NAME AND LOCATION (City and State)			
Stantec Consulting Services Inc., Tampa, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
Master of Science, Engineering Management, Missouri University of Science & Technology, Rolla, Missouri, 1984 Bachelor of Science, Civil Engineering, Missouri University of Science & Technology, Rolla, Missouri, 1979		Professional Engineer #36271, State of Florida	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
2011 Engineer of the Year, American Society of Civil Engineers, West Coast Branch 2004 FES/FICE Leadership Institute, Graduate			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Bexley Ranch Land DRI Pasco County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2014	2014
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
DRI engineering studies, master water, wastewater and master drainage planning, floodplain studies, and preliminary cost estimating. Stantec has completed extensive site analysis and design alternatives to assist the property owner and developer, Newland Communities, with the future development and use of this site located in central Pasco County directly adjacent to the Suncoast Parkway.			
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	MetWest Mixed Use Development Tampa, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2019	2019
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
Served as Principal and Sr. Project Manager for this award-winning mixed-use project located in Tampa's major Westshore Business District. Stantec services were provided from the initial planning stages through full development/build-out. These services included rezoning, entitlement, landscape architecture, civil/site engineering, transportation, permitting and construction support services. MetWest comprises over one million s.f. office uses, 74,000 s.f. of retail/restaurant uses, 254 multi-family units, and a 240-room hotel on a 30-acre site. The project includes three 240,000 s.f. office buildings, two of which were built-to-suit for Price Waterhouse Cooper (PwC). Stantec has assisted the Owner (Metropolitan Life) and Developer in various infrastructure cost allocations.			
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	The Preserve at Wilderness Lakes Community Development District , Pasco County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2018	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
Responsible for overall project and team management for a range of engineering services associated with serving as the Community Development District (CDD) District Engineer for this development of 850 lots on +/- 578 acres. The CDD assets include a high end recreation facility, roadways, security gates, stormwater management systems, landscape/hardscape, and irrigation systems.			
d.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Hawks Point Subdivision Hillsborough County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2008	2008
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
Responsible for overall client interface and project and team management. Stantec was retained as a multi-disciplinary consultant in the development of the Toulon Development. The site is a 218-acre, multi-phased, 232-unit, single-family residential subdivision.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

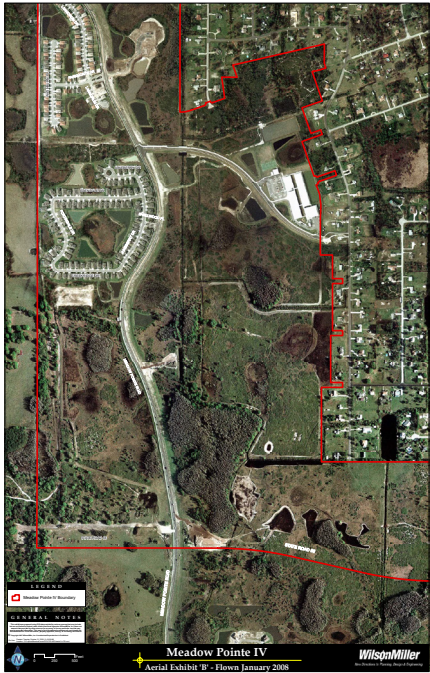
(Complete one Section E for each key person.)

12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
Tonja Stewart, PE		Senior Project Manager		a. TOTAL	b. WITH CURRENT FIRM
				35	15
15. FIRM NAME AND LOCATION (City and State)					
Stantec Consulting Services Inc., Tampa, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION)			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)		
Bachelor of Science, Civil Engineering, University of Alabama, Tuscaloosa, Alabama, 1987			Registered Engineer #47704, State of Florida		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
2009 Tampa Bay Builders, Associate of the Year 1997 Hillsborough County Chamber of Commerce, Leadership Hillsborough					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Northwood Community Development District Land O' Lakes, Florida		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			Ongoing		N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm				
	Responsible for ongoing client and project coordination, account management, and project scheduling. Stantec serves as District Engineer and has been responsible for the design, permitting, and construction administration of a 2,000 s.f. clubhouse, as well as Southwest Florida Water Management District periodic inspections of the community stormwater facilities.				
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Meadow Pointe III Community Development District Pasco County, Florida		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			Ongoing		N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm				
	Responsible for ongoing client and project coordination, account management, and project scheduling. Stantec has provided a range of engineering services associated with serving as the Community Development District (CDD) District Engineer. The CDD assets include a recreation facility, roadways, stormwater management systems, landscape/hardscape, and irrigation systems.				
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Ballantrae Community Development District Land O' Lakes, Florida		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			Ongoing		N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm				
	Responsible for ongoing client and project coordination, account management, and project scheduling. Ballantrae is a residential community that was completed in 2007. The community contains certain infrastructure, i.e. recreation facilities, stormwater management systems, landscaping and irrigation systems that are operated and maintained by the CDD. Stantec is the CDD Engineer, providing ongoing services as needed by the Board of Supervisors and District Manage				
d.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Union Park Community Development District Wesley Chapel, Florida		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			Ongoing		N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm				
	Responsible for ongoing client and project coordination, account management, and project scheduling. Concord Station CDD manages a partially completed planned community containing single family units, a recreation facility, stormwater management systems, and common areas. Stantec provides engineering services for proper operation and maintenance of CDD infrastructure.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

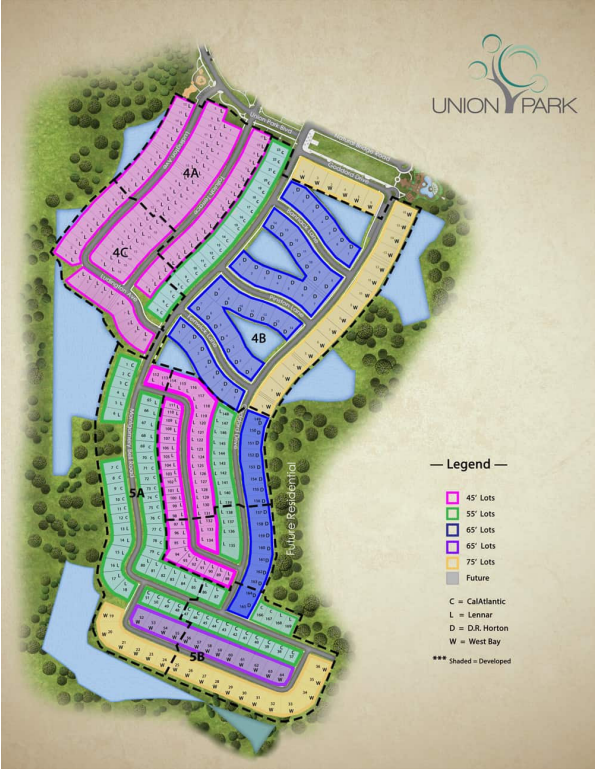
12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
Mark H. Foster, PSM		Land Surveyor		a. TOTAL	b. WITH CURRENT FIRM
				43	14
15. FIRM NAME AND LOCATION (City and State)					
Stantec Consulting Services Inc., Tampa, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION)			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)		
			Professional Land Surveyor #5535, State of Florida		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
Point of Contact, Society of American Military Engineers, Tampa Bay Post					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Lake Toscana Conservation Subdivision Hillsborough County, Florida		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			2003-2007		N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm				
	Responsible for project surveying activities to include the boundary surveys associated with the acquisition of property, surveys of Ordinary High Water Line of the Little Manatee River to document the limits of Sovereignty Submerged Lands, and subdivision plat preparation for a 102-lot subdivision located on the site of an old 510-acre dairy farm on the banks of the Little Manatee River in southern Hillsborough County.				
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Winthrop Village Traditional Neighborhood Design (TND) Hillsborough County, Florida		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			2006-2008		N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm				
	Responsible for the preparation of boundary surveys to support property acquisition, subdivision platting, construction layout ,and as-built surveys for a 256-unit, traditional neighborhood design (TND) project. Special care was also required at the project boundaries to ensure compatibility with the surrounding developments.				
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Westlake Village Hillsborough County, Florida		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			2005-2008		N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm				
	Responsible for the preparation of surveys with associated on-site geotechnical investigations and for the off-site route survey needed to support the design of transportation improvements for this proposed development near the Sun City Center.				
d.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Toulon Master Planned Community Hillsborough County, Florida		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			2004-2007		N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm				
	Responsible for the platting and construction related efforts for this phased master planned development. The site is a 218-acre, multi-phased, 232-unit, single-family residential subdivision.				

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 2	
21. TITLE AND LOCATION (City and State)		22. YEARS COMPLETED	
Meadow Pointe IV Community Development District Pasco County, FL		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2006-Ongoing	N/A
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Meadow Pointe IV CDD	Darryl Adams, Rizzetta & Co.	813.994.1001 x7958	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
The Meadow Pointe IV Community Development District currently encompasses approximately 771-acres of land located entirely within Pasco County, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction. Stantec's District Engineering services include the operation and maintenance of District infrastructure, including roads and stormwater management systems. Meadow Pointe IV includes the following communities: Enclave, Provence, Meadow Pointe North, The Haven, Whisenton Place, Parkmonte, Shellwood Place, Windsor, and Meridan.			
			

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Stantec	Tampa, FL	Civil Engineering
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 3	
21. TITLE AND LOCATION (City and State)		22. YEARS COMPLETED	
Gramercy Farms Community Development District City of St. Cloud, FL		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2013-Ongoing	N/A
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER		b. POINT OF CONTACT NAME	
Gramercy Farms CDD		Brian Mendes, Rizzetta & Co.	
		407.472.2471	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
The Gramercy Farms Community Development District currently encompasses approximately two hundred ninety-nine (299) acres of land located entirely within Osceola County, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction. Stantec is providing District Engineering services includes the operation and maintenance of District infrastructure, including stormwater management systems. Our team has been responsible for ongoing client and project coordination, account management, and project scheduling.			

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Stantec	Tampa, FL	Civil Engineering
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 6					
21. TITLE AND LOCATION (City and State) Union Park Community Development District Pasco County, FL		22. YEARS COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (if applicable)</td> </tr> <tr> <td>2013-Ongoing</td> <td>N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	2013-Ongoing	N/A
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)						
2013-Ongoing	N/A						
23. PROJECT OWNER'S INFORMATION							
a. PROJECT OWNER Union Park CDD		b. POINT OF CONTACT NAME Heather Dilley, BreezeHome					
		c. POINT OF CONTACT TELEPHONE NUMBER 813.565.4663					
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)							
Union Park CDD manages a partially completed planned community containing single family units, a recreation facility, stormwater management systems, and common areas. Stantec provides engineering services for proper operation and maintenance of CDD infrastructure, as well as annual public facilities reports.							
 Source: https://unionpark.metroplaces.com							

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Stantec	Tampa, FL	Civil Engineering, Surveying, Construction Administration Support
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 7	
21. TITLE AND LOCATION (City and State)		22. YEARS COMPLETED	
Ballantrae Community Development District Pasco County, FL		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2006-Ongoing	N/A
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Ballantrae CDD	Patricia Thibault, DPFG	813.418.7473	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
Ballantrae is an 436-acre, upscale community of 969 homes plus a day care center, all built between 2004-09. The community is located about 20 miles north of Tampa, FL in Land O' Lakes, along SR54 a mile east of the Suncoast Parkway (SR589). Stantec is the CDD Engineer, providing ongoing services as needed by the Board of Supervisors and District Manager. We are providing District Engineering services to maintain District owned and maintained infrastructure, including wet detention stormwater ponds.			
			
Source: https://www.ballantraecdd.org/			

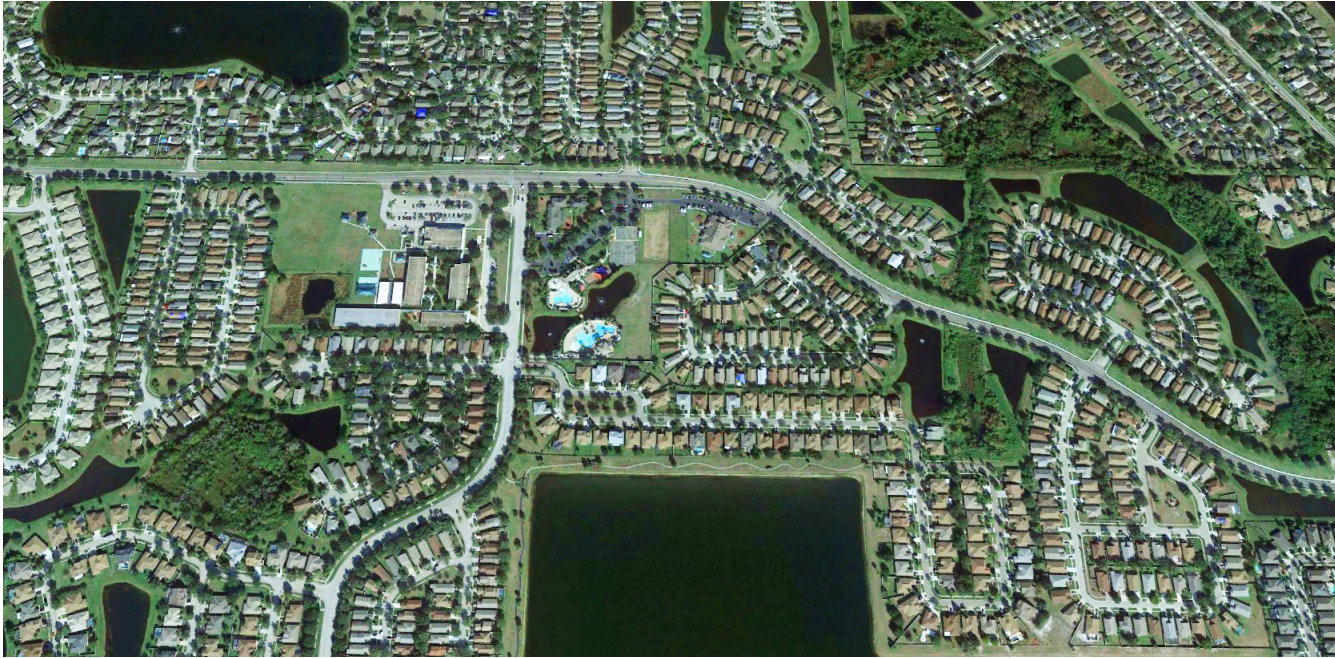
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Stantec	Tampa, FL	Civil Engineering
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 8	
21. TITLE AND LOCATION (City and State)		22. YEARS COMPLETED	
Northwood Community Development District Pasco County, FL		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2006-Ongoing	N/A
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Northwood CDD	Gene Roberts, Inframark	813.873.7300	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
The Northwood Development has an amenity center, which includes a resort style swimming pool, a playground, basketball courts, Tennis Courts and a New 2,000 Square Foot Clubhouse. In addition, the Development includes several neighborhood ponds which are connected by pedestrian walkways. Stantec serves as the District Engineer and have been responsible for the design, permitting, and construction administration of a 2,000 s.f. clubhouse, as well as Southwest Florida Water Management District periodic inspections of the community stormwater facilities.			
			
Source: https://northwoodcdd.com/			

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Stantec	Tampa, FL	Civil Engineering
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 9	
21. TITLE AND LOCATION (City and State)		22. YEARS COMPLETED	
Meadow Point III Community Development District Pasco County, FL		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2006 - Ongoing	N/A
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Meadow Point III CDD	Darryl Adams, Rizzetta & Co.	813.994.1001 x7958	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
The District currently encompasses approximately 977-acres of land located entirely within Pasco County, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction. Stantec has provided a range of engineering services associated with serving as the Community Development District (CDD) District Engineer. The CDD assets include a recreation facility, roadways, stormwater management systems, landscape/hardscape, and irrigation systems.			
			

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Stantec	Tampa, FL	Civil Engineering
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 10	
21. TITLE AND LOCATION (City and State)		22. YEARS COMPLETED	
Rivercrest Community Development District Hillsborough County, FL		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2006-Ongoing	N/A
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Rivercrest CDD	Jordan Lansford, LCAM, Governmental Management Services	813.344.4844 x106	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
District Engineering services includes the operation and maintenance of District infrastructure, including stormwater management systems and clubhouse facilities. The Rivercrest CDD is a completed community with infrastructure that includes open space, stormwater management, and landscaped common areas and irrigation systems. The Stantec team is responsible for ongoing client and project coordination, account management, and project scheduling. Stantec was selected for annual district engineering services to assist the District Manager and Board of Supervisors to properly budget, operate, and maintain CDD infrastructure, which includes stormwater management facilities and recreation facilities.			
			

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Stantec	Tampa, FL	Civil Engineering
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

[illegible]

29. EXAMPLE PROJECTS KEY

No.	TITLE OF EXAMPLE PROJECT (From Section F)	No.	TITLE OF EXAMPLE PROJECT (From Section F)
1	Meadow Pointe IV Community Development District	5	Northwood Community Development District
2	Gramercy Farms Community Development District	6	Meadow Point III Community Development District
3	Concord Station Community Development District	7	Rivercrest Community Development District
4	Ballantrae Community Development District		

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Stantec provides engineering, planning, permitting, and cost estimating services for Community Development Districts (CDDs), dependent and independent districts, Municipal Service Taxing Units/Benefit Units (MSTU/BU), and other special assessment districts.

We offer a total scope of services that includes, but is not limited to, the following:

- General Consultation on District Issues
- Master Planning of Infrastructure
- Water Management Systems and Facilities
- Water and Sewer Systems and Facilities
- Roads, Landscaping and Street Lighting Design and Plans
- Existing Systems Studies and Analysis
- Environmental Permitting
- Cost Estimates for Plan Implementation
- Bidding and Contractor Selection
- Government Permitting
- Water Conversation Studies and Design
- Water Supply Studies
- Construction Phase Observation
- Contract Management and Inspection Services
- Expert Witness Testimony
- Utility Rate Studies
- Potable Water System Plans and Design
- Irrigation System Plans and Design
- Wastewater Collection System Plans and Design
- Engineering Reports for Bonding

The following represents Stantec's additional prior experience in CDD's, Independent Districts and MSTU/BUS:

- Ballantrae CDD, Pasco County
- Chapel Creek CDD, Pasco County
- Eastlake Oaks CDD, Pinellas County
- Meadow Point I CDD, III, IV CDD, Pasco County
- Northwood CDD, Pasco County
- Union Park CDD, Pasco County
- Cypress Creek CDD, Hillsborough County
- Hammocks CDD, City of Tampa
- Hawk's Point CDD, Hillsborough County
- Heritage Harbor CDD, Hillsborough County
- Heritage Isles CDD, City of Tampa
- K Bar Ranch CDD, City of Tampa
- Panther Trace I, II CDD, Hillsborough County
- Rivercrest CDD, Hillsborough County
- Waterchase CDD, Hillsborough County
- Parkway Center CDD, Hillsborough County

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

2/29/2024

33. NAME AND TITLE

David Kemper, PE, Senior Principal

ARCHITECT - ENGINEER QUALIFICATIONS				1. SOLICITATION NUMBER (If any)		
PART II – GENERAL QUALIFICATIONS (If a firm has branch offices, complete for each specific branch office seeking work.)						
2a. FIRM (OR BRANCH OFFICE) NAME Stantec Consulting Services Inc.				3. YEAR ESTABLISHED 2012	4. UNIQUE ENTITY IDENTIFIER RR7KJAM4G4Z3	
2b. STREET 777 S Harbour Island Boulevard Suite 600				5. OWNERSHIP		
2c. CITY Tampa		2d. STATE FL		2e. ZIP CODE 33602-5729		
6a. POINT OF CONTACT NAME AND TITLE Douglas Stoker PE - ENV SP, Vice President				a. TYPE Corporation		
6b. TELEPHONE NUMBER (727) 431-1550		6c. EMAIL ADDRESS douglas.stoker@stantec.com		b. SMALL BUSINESS STATUS N/A		
7. NAME OF FIRM (If block 2a is a branch office) Stantec Inc.						
8a. FORMER FIRM NAME(S) (If any)				8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER	
9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (See Below)
		(1) Firm	(2) Branch			
02	Administrative	5432	40	A01	Acoustics; Noise Abatement	7
06	Architect	1250	1	A05	Airports; Navais; Airport Lighting; Aircraft Fueling	8
07	Biologist	411	1	B02	Bridges	10
08	CAD Technician	1106	7	C16	Construction Surveying	7
10	Chemical Engineer	367	3	E02	Educational Facilities; Classrooms	10
12	Civil Engineer	3757	26	E09	EIS, Assessments of Statements	10
14	Computer Programmer	1197	2	H07	Highways; Streets; Airfield Paving; Parking Lots	10
15	Construction Inspector	360	1	H09	Hospital & Medical Facilities	10
16	Construction Manager	380	2	H11	Housing (Residential, Multi-Family, Apts, Condos)	10
21	Electrical Engineer	1052	1	I01	Industrial Building; Manufacturing Plants	10
23	Environmental Engineer	871	1	O01	Office Buildings; Industrial Parks	10
24	Environmental Scientist	1756	4	P05	Planning (Comm., Regional, Areawide , and State)	9
27	Foundation/Geotechnical Engineer	525	1	P06	Planning (Site, Installation, and Project)	10
29	GIS Specialist	306	5	R04	Recreation Facilities (Parks, Marinas, Etc.)	8
30	Geologist	309	1	S04	Sewage Collection, Treatment, and Disposal	10
38	Land Surveyor	381	14	S10	Surveying; Platting; Mapping; Flood Plain Studies	8
42	Mechanical Engineer	1153	9	S13	Storm Water Handling & Facilities	9
47	Planner, Urban/Regional	951	8	T03	Traffic & Transportation Engineering	10
48	Project Manager	1723	15	T04	Topographic Surveying and Mapping	6
57	Structural Engineer	1075	4	U02	Urban Renewals; Community Development	10
	Other Employees	3934	2	W02	Water Resources; Hydrology; Ground Water	10
	Total	28296	148	W03	Water Supply; Treatment , and Distribution	10
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER				
a. Federal Work	10	1. Less than \$100,000		6. \$2 million to less than \$5 million		
b. Non-Federal Work	10	2. \$100,000 to less than \$250,000		7. \$5 million to less than \$10 million		
c. Total Work	10	3. \$250,000 to less than \$500,000		8. \$10 million to less than \$25 million		
		4. \$500,000 to less than \$1 million		9. \$25 million to less than \$50 million		
		5. \$1 million to less than \$2 million		10. \$50 million or greater		
12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.						
a. SIGNATURE 				b. DATE February 22, 2024		
c. NAME AND TITLE Amy Campbell - Senior Principal, Regional Leader US South						

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV. 7/2021)

RESOLUTION 2024-28

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE CONSTRUCTION AND ACQUISITION OF CERTAIN CAPITAL PUBLIC IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING NON-AD VALOREM SPECIAL ASSESSMENTS ON THE PROPERTY SPECIALLY BENEFITED BY SUCH PUBLIC IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING A METHOD FOR ALLOCATING THE TOTAL ASSESSMENTS AMONG THE BENEFITED PARCELS WITHIN THE DISTRICT; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE ITS SPECIAL ASSESSMENT BONDS; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190, and 197, Florida Statutes.

SECTION 2. FINDINGS. The Board of Supervisors (the “**Board**”) of the Berry Bay II Community Development District (the “**District**”) hereby finds and determines as follows:

(a) The District is a local unit of special purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes, as amended.

(b) The District is authorized under Chapter 190, Florida Statutes, to construct and acquire certain capital public improvements as described in the Master Report of the District Engineer dated January 4, 2024 (the “**Project**”), attached hereto as **Exhibit “A.”**

(c) The District is authorized by Chapters 170 and 190, Florida Statutes, to levy special assessments to pay all or any part of the cost of community development improvements such as the Project and to issue bonds payable from non-ad valorem special assessments as provided in Chapters 170 and 190, Florida Statutes.

(d) It is desirable for the public safety and welfare that the District construct and acquire the Project on certain lands within the District, the nature and location of which are described in Resolution 2024-24 and more specifically described in the plans and specifications on file at the registered office of the District; that the cost of such Project be assessed against the lands specially benefited thereby, and that the District issue its special assessment bonds, in one or more series (herein, the “**Bonds**”), to provide funds for such purpose pending the receipt of such special assessments.

(e) The implementation of the Project, the levying of such special assessments and the sale and issuance of the Bonds serves a proper, essential, and valid public purpose.

(f) In order to provide funds with which to pay the cost of constructing and acquiring a portion of the Project which are to be assessed against the benefited properties pending the collection of such special assessments, it is necessary for the District to issue and sell the Bonds.

(g) By Resolution 2024-24, the Board determined to implement the Project and to defray the cost thereof by levying special assessments on benefited property and expressed an intention to issue the Bonds to provide the funds needed therefor prior to the collection of such special assessments. Resolution 2024-24 was adopted in compliance with the requirements of Section 190.016, Florida Statutes and with the requirements of Section 170.03, Florida Statutes, and prior to the time the same was adopted, the requirements of Section 170.04, Florida Statutes had been complied with.

(h) Resolution 2024-24 was published as required by Section 170.05, Florida Statutes, and a copy of the publisher's affidavit of publication is on file with the Chairman of the Board.

(i) A preliminary assessment roll has been prepared and filed with the Board as required by Section 170.06, Florida Statutes.

(j) As required by Section 170.07, Florida Statutes, upon completion of the preliminary assessment roll, the Board adopted Resolution 2024-25 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (i) the propriety and advisability of implementing the Project, (ii) the cost thereof, (iii) the manner of payment therefor, and (iv) the amount thereof to be assessed against each specially benefited property.

(k) The Board met as an equalization board, conducted such public hearing and heard and considered all comments and complaints as to the matters described in paragraph (j) above, and based thereon, has made such modifications in the preliminary assessment roll as it deems desirable in the making of the final assessment roll.

(l) Having considered revised estimates of the construction costs of the Project, revised estimates of financing costs, and all complaints and evidence presented at such public hearing, the Board finds and determines:

(i) that the estimated costs of the Project, plus financing related costs, capitalized interest, a debt service reserve, and contingency is as specified in the Master Assessment Methodology Report dated February 1, 2024 (the "**Assessment Report**") attached hereto as **Exhibit "B,"** and the amount of such costs is reasonable and proper;

(ii) it is reasonable, proper, just and right to assess the cost of such Project against the properties specially benefited thereby using the methods determined by the Board, which results in the special assessments set forth on the final assessment roll;

(iii) it is hereby declared that the Project will constitute a special benefit to all parcels of real property listed on the final assessment roll set forth in the Assessment Report and that the benefit, in the case of each such parcel, will be equal to or in excess of the special assessments thereon; and

(iv) it is desirable that the Assessments be paid and collected as herein provided.

SECTION 3. DEFINITIONS. Capitalized words and phrases used herein but not defined herein shall have the meaning given to them in the Assessment Report. In addition, the following words and phrases shall have the following meanings:

“Assessable Unit” means a building lot in the product type or lot size as set forth in the Assessment Report.

"Debt Assessment" or "Debt Assessments" means the non-ad valorem special assessments imposed to repay the Bonds which are being issued to finance the construction and acquisition of the Project as described in the Assessment Report.

"Developer" means **301 Wimauma, LLC**, a Florida limited liability company, and its successors and assigns, and **EPG1, LLC** a Florida limited liability company, and its successors and assigns, collectively.

SECTION 4. AUTHORIZATION OF PROJECT. The Project described in Resolution 2024-24, as more specifically described by the plans and specifications therefor on file in the registered office of the District, is hereby authorized and approved and the proper officers, employees and agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be constructed or acquired following the issuance of Bonds referred to herein.

SECTION 5. ESTIMATED COST OF PROJECT. The total estimated costs of the Project, and the costs to be paid by the Debt Assessments on all specially benefited property is set forth in the Assessment Report.

SECTION 6. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF ASSESSMENTS. The Debt Assessments on the benefited parcels all as specified in the final assessment roll are hereby equalized, approved, confirmed and levied. Promptly following the adoption of this Resolution, those Assessments shall be recorded by the Secretary of the Board of the District in a special book, to be known as the **"Improvement Lien Book."** The Debt Assessment or Debt Assessments against the benefited parcels shown on such final assessment roll and interest and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such benefited parcels until paid; such lien shall be coequal with the lien of all state, county, district and municipal taxes and special assessments, and superior in dignity to all other liens, titles, and claims (except for federal liens, titles, and claims).

SECTION 7. FINALIZATION OF DEBT ASSESSMENTS. When the Project has been constructed to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs to the District thereof, as required by Sections 170.08 and 170.09, Florida Statutes. In the event that the actual costs to the District for the Project is less than the amount assessed therefor, the District shall credit to each Debt Assessment for the Project the proportionate difference between the Debt Assessment as hereby made, approved and confirmed and the actual costs of the Project, as finally determined upon completion thereof. In no event, however, shall the final amount of any such Debt Assessment exceed the amount originally assessed hereunder. In making such credits, no discount shall be granted or credit given for any part of the payee's proportionate share of any actual bond financing costs, such as cost of issuance, capitalized interest, if any, funded reserves or bond discount included in the estimated cost of the Project. Such credits shall be entered in the Improvement Lien Book. Once the final amount of the Debt Assessments for all of the Project has been determined, the term " **Debt Assessment**" shall mean the sum of the actual costs of the Project benefiting the benefited parcels plus financing costs.

SECTION 8. ALLOCATION OF DEBT ASSESSMENTS WITHIN THE BENEFITED PARCELS. Because it is contemplated that the land will be subdivided into lots to be used for the construction of residential units, and that such individual lots will be sold to numerous purchasers, the Board deems it desirable to establish a method for allocating the total Debt Assessment among the various lots that will exist so that the amount so allocated to each lot will constitute an assessment against, and a lien upon, each such lot without further action by the Board.

The Board has been informed by the Developer that each lot of a particular product type as identified in the Assessment Report will be of approximately the same size as each other lot of the same product type. While it would be possible to allocate the Debt Assessments among each lot of a particular product type on the basis of the square footage of each such lot, the Board does not believe that the special benefits afforded by the Project to each lot vary to any material degree due to comparatively minor variations in the square footage of each lot. Instead, the Board believes, and hereby finds, that based upon the Developer's present development plans, each lot of the same product type will be benefited equally by the Project, regardless of minor variations in the square footage of the lots.

If the Developer's plans change and the size of the Assessable Units vary to a degree such that it would be inequitable to levy Debt Assessments in equal amounts against each Assessable Unit of the same product type, then the Board may, by a supplemental resolution, reallocate the Debt Assessments against the Assessable Units on a more equitable basis and in doing so the Board may ignore minor variations among lots of substantially equal square footage; provided, however, that before adoption of any resolution the Board shall have obtained and filed with the trustee for the Bonds (herein, the "**Trustee**"): (i) an opinion of counsel acceptable to the District to the effect that the Debt Assessments as reallocated were duly levied in accordance with applicable law, that the Debt Assessments as reallocated, together with the interest and penalties, if any, thereon, will constitute a legal, valid and binding first lien on the Assessable Units as to which such Debt Assessments were reallocated until paid in full, and that such lien is coequal with the lien of all state, county, district and municipal taxes and special assessments, and superior in dignity to all

other liens, titles, and claims (except for federal liens, titles, and claims), whether then existing or thereafter created; and (ii) a certificate from the District's methodology consultant together with supporting schedule confirming that the aggregate cash flow from the reallocated Debt Assessments is not less than the aggregate cash flow from the original Assessments.

If the Board reallocates Debt Assessments as provided in the preceding paragraph, a certified copy of the supplemental resolution approving such reallocation shall be filed with the Trustee within 30 days after its adoption and a revised Debt Assessment roll shall be prepared and shall be recorded in the Improvement Lien Book created pursuant hereto.

SECTION 9. PAYMENT OF DEBT ASSESSMENTS. At the end of the capitalized interest period referenced in the Assessment Report (if any), the Debt Assessments for the Bonds shall be payable in substantially equal annual installments of principal and interest over a period of 30 years, in the principal amounts set forth in the documents relating to the Bonds, together with interest at the applicable coupon rate of the Bonds, such interest to be calculated on the basis of a 360 day year consisting of 12 months of thirty days each, plus the District's costs of collection and assumed discounts for Debt Assessments paid in November; provided, however, that any owner of land (unless waived in writing by the owner or any prior owner and the same is recorded in the public records of the county) against which an Debt Assessment has been levied may pay the entire principal balance of such Debt Assessment without interest at any time within thirty days after the Project have been completed and the Board has adopted a resolution accepting the Project as provided by section 170.09, Florida Statutes. Further, after the completion and acceptance of the Project or prior to completion and acceptance to the extent the right to prepay without interest has been previously waived, any owner of land against which an Debt Assessment has been levied may pay the principal balance of such Debt Assessment, in whole or in part at any time, if there is also paid an amount equal to the interest that would otherwise be due on such balance to the earlier of the next succeeding Bond payment date, which is at least 45 days after the date of payment.

SECTION 10. PAYMENT OF BONDS; REFUNDS FOR OVERPAYMENT. Upon payment of all of the principal and interest on the Bonds secured by the Debt Assessments, the Debt Assessments theretofore securing the Bonds shall no longer be levied by the District. If, for any reason, Debt Assessments are overpaid or excess Debt Assessments are collected, or if, after repayment of the Bonds the Trustee makes payment to the District of excess amounts held by it for payment of the Bonds, such overpayment or excess amount or amounts shall be refunded to the person or entity who paid the Debt Assessment.

SECTION 11. PENALTIES, CHARGES, DISCOUNTS, AND COLLECTION PROCEDURES. The Debt Assessments shall be subject to a penalty at a rate of one percent (1%) per month if not paid when due under the provisions of Florida Statutes, Chapter 170 or the corresponding provisions of subsequent law. However, for platted and developed lots, the District anticipates using the "uniform method for the levy, collection and enforcement of non-ad valorem assessment" as provided by Florida Statutes, Chapter 197 for the collection of the Debt Assessments for the Bonds. Accordingly, the Debt Assessments for the Bonds, shall be subject to all collection provisions to which non-ad valorem assessments must be subject in order to qualify for collection pursuant to Florida Statutes, Chapter 197, as such provisions now exist and as they may exist from time to time hereafter in Chapter 197 or in the corresponding provision of

subsequent laws. Without limiting the foregoing, at the present time such collection provisions include provisions relating to discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment. With respect to the Debt Assessments not being collected pursuant to the uniform method and which are levied against any unplatted parcels owned by the Developer, or its successors or assigns, the District shall invoice and collect such Debt Assessments directly from the Developer, or its successors or assigns, and not pursuant to Chapter 197. Any Debt Assessments that are directly collected by the District shall be due and payable to the District at least 30 days prior to the next Bond payment date of each year.

SECTION 12. CONFIRMATION OF INTENTION TO ISSUE SPECIAL ASSESSMENT BONDS. The Board hereby confirms its intention to issue the Bonds, to provide funds, pending receipt of the Debt Assessments, to pay all or a portion of the cost of the Project assessed against the specially benefited property.

SECTION 13. DEBT ASSESSMENT CHALLENGES. The adoption of this Resolution shall be the final determination of all issues related to the Debt Assessments as it relates to property owners whose benefitted property is subject to the Debt Assessments (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the Debt Assessments, and the levy, collection, and lien of the Debt Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

SECTION 14. PROCEDURAL IRREGULARITIES. Any informality or irregularity in the proceedings in connection with the levy of the Debt Assessments shall not affect the validity of the same after the adoption of this Resolution, and any Debt Assessment as finally approved shall be competent and sufficient evidence that such Debt Assessment was duly levied, that the Debt Assessment was duly made and adopted, and that all other proceedings adequate to such Debt Assessment were duly had, taken, and performed as required.

SECTION 15. SEVERABILITY. If any Section or part of a Section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other Section or part of a Section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other Section or part of a Section of this Resolution is wholly or necessarily dependent upon the Section or part of a Section so held to be invalid or unconstitutional.

SECTION 16. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 17. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 7th day of March, 2024.

Attest:

**Berry Bay II Community
Development District**

Name: _____
Secretary / Assistant Secretary

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

Exhibit “A” – Master Report of the District Engineer dated January 4, 2024

Exhibit “B” – Master Assessment Methodology Report dated February 1, 2024

**Berry Bay II Community
Development District**

Master Report of the
District Engineer



Prepared for:
Board of Supervisors
Berry Bay II Community
Development District

Prepared by:
Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard
Suite 600
Tampa, FL 33602
(813) 223-9500

January 4, 2024



1.0 INTRODUCTION

The Berry Bay II Community Development District ("the District") encompasses approximately 635.668 acres in Hillsborough County, Florida. The District is located within Section 28, Township 32 South, Range 20 East and is vacant land with various abutting subdivisions.

See Appendix A for a Vicinity Map and Legal Description of the District.

2.0 PURPOSE

The District was established by Hillsborough County Ordinance 23-23 adopted on December 12, 2023 for the purpose of constructing and/or acquiring, maintaining, and operating all or a portion of the public improvements and community facilities within the District. The purpose of this Bond Validation Report of the District Engineer is to provide a description and estimated costs of the public improvements and community facilities being planned within the District.

See Appendix B for a Conceptual Site Plan.

3.0 THE DEVELOPER AND DEVELOPMENT

The property owner 301 Wimauma, LLC currently plans to build 1,605 residential units.

The possible major public improvements and community facilities include, but are not limited to, water management and control, water supply, sewer and wastewater management, roads, parks and recreation, and landscaping/hardscaping/irrigation.

4.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

Detailed descriptions of the proposed public improvements and community facilities are provided in the following sections.

4.1 WATER MANAGEMENT AND CONTROL

The design criteria for the District's water management and control is regulated by Hillsborough County and the Southwest Florida Water Management District (SWFWMD). The water management and control plan for the District focuses on utilizing newly constructed ponds within upland areas and on-site wetlands for stormwater treatment and storage.

Any excavated soil from the ponds is anticipated to remain within the development for use in building public infrastructure including roadways, landscape berming, drainage pond bank fill requirements, utility trench backfill, and filling and grading of public property.

The primary objectives of the water management and control for the District are:



1. To provide stormwater quality treatment.
2. To protect the development within the District from regulatory-defined rainfall events.
3. To maintain natural hydroperiods in the wetlands and connecting flow ways.
4. To ensure that adverse stormwater impacts do not occur upstream or downstream as a result of constructing the District improvements during regulatory-defined rainfall events.
5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas which may naturally drain through the District.
6. To preserve the function of the flood plain storage during the 100-year storm event.

Water management and control systems will be designed in accordance with Hillsborough County technical standards. The District is anticipated to own and maintain these facilities.

4.2 WATER SUPPLY

The District is located within the Hillsborough County utilities service area which will provide water supply for potable water service and fire protection to the property. The water supply improvements are anticipated to include 8" looped water mains which will supply potable water and service and fire protection to the District. Off-site improvements may be required to provide service to the District.

The water supply systems will be designed in accordance with Hillsborough County technical standards. It is anticipated that Hillsborough County will own and maintain these facilities.

4.3 SEWER AND WASTEWATER MANAGEMENT

The District is located within the Hillsborough County utilities service area which will provide sewer and wastewater management service to the District. The sewer and wastewater management improvements are anticipated to include an 8" gravity sanitary sewer system within the road rights of way and pumping stations that will connect to an existing force main located north of the District. Off-site improvements may be required to provide service to the District.

All sanitary sewer and wastewater management facilities will be designed in accordance with Hillsborough County technical standards. It is anticipated that Hillsborough County will own and maintain these facilities.



4.4 DISTRICT ROADS

District Roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, and sidewalks within rights of way abutting common areas.

All roads will be designed in accordance with the Hillsborough County technical standards and are anticipated to be owned and maintained by the Hillsborough County.

4.5 PARKS AND RECREATIONAL FACILITIES

Parks and recreation facilities are planned throughout the community and will be owned and maintained by the District.

4.6 LANDSCAPING/ HARDSCAPE/IRRIGATION

Community entry monumentation and landscape buffering and screening will be provided at several access points into the District. Irrigation will also be provided in the landscaped common areas.

It is anticipated that these improvements will be owned and maintained by the District.

4.7 PROFESSIONAL SERVICES AND PERMITTING FEES

Hillsborough County and SWFWMD impose fees for construction permits and plan reviews. These fees vary with the magnitude and size of the development. Additionally, engineering, surveying, and architecture services are needed for the subdivision, landscape, hardscape, and community amenity's design, permitting, and construction. As well, development/construction management services are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

Fees associated with performance and warranty financial securities covering Hillsborough County infrastructure may also be required.

These fees associated with public improvements may be funded by the District.

5.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES COSTS

See Appendix C for the Construction Cost Estimate of the Public Improvements and Community Facilities.



6.0 SUMMARY AND CONCLUSION

The District, as outlined above, is responsible for the functional development of the lands within the District and, except as noted above in this report, such public improvements and facilities are located within the boundary of the District.

The planning and design of the District will be in accordance with current governmental regulatory requirements.

Items of construction cost in this report are based on our review and analysis of the conceptual site plans for the development and recent costs expended in similar projects of nature and size. It is our professional opinion that the estimated infrastructure costs provided herein for the development are conservative to complete the construction of the Public Improvements and Community Facilities described herein. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012(1) and (2) of the Florida Statutes.

The estimate of the construction costs is only an estimate and not a guaranteed maximum cost. The estimated cost is based on historical unit prices or current prices being experienced for on-going and similar items of work in Hillsborough County. The labor market, future costs of equipment and materials, and the actual construction process are all beyond our control. Due to this inherent possibility for fluctuation in costs, the total final cost may be more or less than this estimate.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

A handwritten signature in blue ink, appearing to read "Tonja L. Stewart", written over a horizontal line.

Tonja L. Stewart, P.E.
Florida License No. 47704



Berry Bay II CDD
Master Report of the District Engineer
January 4, 2024

Appendix A VICINITY MAP AND LEGAL DESCRIPTION OF THE DISTRICT

BERRY BAY II CDD - LOCATION MAP



Parcel 1

DESCRIPTION: A parcel of land lying in Section 28, Township 32 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 28, run thence N 89°22'04" W, a distance of 50.00 feet to **the POINT OF BEGINNING**; thence S 01°00'18" W, a distance of 1323.15 feet; thence N 89°40'52" W, a distance of 5146.23 feet; thence N 89°47'05" W, a distance of 2064.77 feet to the Easterly Right-of-Way of the Seaboard Coast Line Railroad.; thence along said Railroad Right-of-Way N 32°11'49" E, a distance of 1589.73 feet; thence S 89°56'45" E, a distance of 1190.45 feet; thence S 89°21'44" E, a distance of 2623.06 feet; thence S 89°22'04" E, a distance of 2573.85 feet to the **POINT OF BEGINNING**.

Containing 209.198 acres, more or less.

Together With:

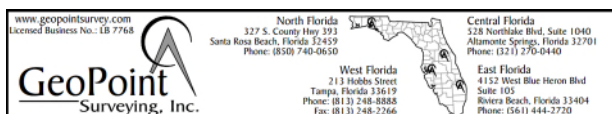
Parcel 2

DESCRIPTION: A parcel of land lying in Section 28, Township 32 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of the said Section 28, run thence S 01°00'18" W, a distance of 1352.88 feet; thence N 89°40'52" W, a distance of 50.00 feet to the West Right-of-Way Line of County Road 579 and the **POINT OF BEGINNING**; thence along said Right-of-Way S 01°00'18" W, a distance of 1293.16 feet; thence S 00°52'49" W, a distance of 1383.21 feet to the North Right-of-Way of Dug Creek-Saffold Road; thence along said Right-of-Way S 64°18'41" W, a distance of 289.96 feet; thence N 25°41'16" W, a distance of 870.76 feet; thence S 64°18'58" W, a distance of 2000.01 feet; thence S 25°41'46" E, a distance of 870.92 feet to the aforesaid North Right-of-Way of Dug Creek-Saffold Road; thence along said Right-of-Way S 64°18'41" W, a distance of 205.25 feet; thence Southwesterly, 364.71 feet along the arc of a tangent curve to the left having a radius of 2949.92 feet and a central angle of 07°05'02" (chord bearing S 60°46'10" W, 364.48 feet); thence S 89°57'21" W, a distance of 3.21 feet; thence S 00°19'02" E, a distance of 2.06 feet; thence Southwesterly, 511.54 feet along the arc of a non-tangent curve to the left having a radius of 2949.92 feet and a central angle of 09°56'08" (chord bearing S 52°11'09" W, 510.90 feet); thence S 47°11'23" W, a distance of 500.15 feet; thence S 47°34'52" W, a distance of 1206.83 feet; thence S 47°13'24" W, a distance of 1089.03 feet; thence leaving aforesaid Right-of-Way of Dug Creek-Saffold Road along the West Line of Section 33, N 00°45'51" W, a distance of 2207.24 feet to the Southwest corner of aforesaid Section 28; thence along the West line of said Section 28, N 00°18'48" W, a distance of 2644.16 feet to the Northwest corner of the South 1/2 of said Section 28; thence along the South boundary of the North 1/2 of said Section 28, N 89°59'48" E, a distance of 580.30 feet; thence N 01°00'18" E, a distance of 1318.56 feet; thence S 89°40'52" E, a distance of 4515.03 feet to the **POINT OF BEGINNING**.

Containing 426.470 acres, more or less.

Total of 635.668 acres



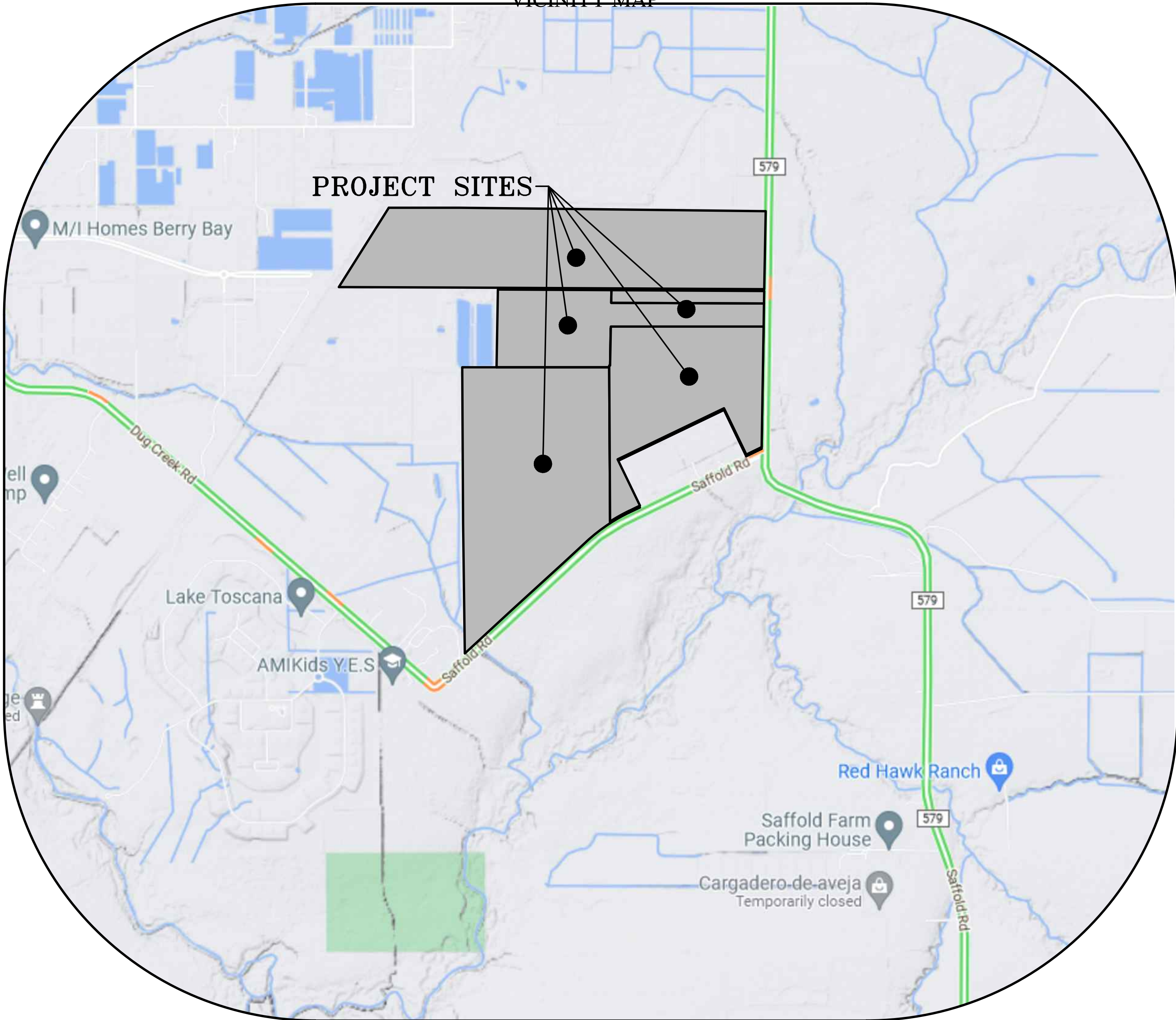
SURVEYOR'S NOTES:

1. Boundary shown hereon was not done by GeoPoint.
2. This survey is limited to above ground visible improvements along and near the boundary lines, except as shown hereon, and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.
3. This survey is intended to be displayed at 1" = 400" or smaller.
4. The subject parcel lies in Flood Zone "AE" and "X", according to Flood Insurance Rate Map, Map No. 12057C0690H & 12057C0695H for Hillsborough County, Community No. 120112, Hillsborough County, Florida, dated August 28, 2008 and issued by the Federal Emergency Management Agency. Lines shown, if any, have been digitally translated from DFIRM database information supplied by the FEMA Map Service Center (<https://msc.fema.gov>).
5. The lands described hereon may contain lands that are considered environmentally sensitive wetlands that are subject to claim or restriction by one or more of the following agencies: Army Corp. of Engineers, Southwest Florida Water Management District (S.W.F.W.M.D.), or Department of Environmental Protection (D.E.P.). Wetland lines and areas, if any, are not shown hereon.

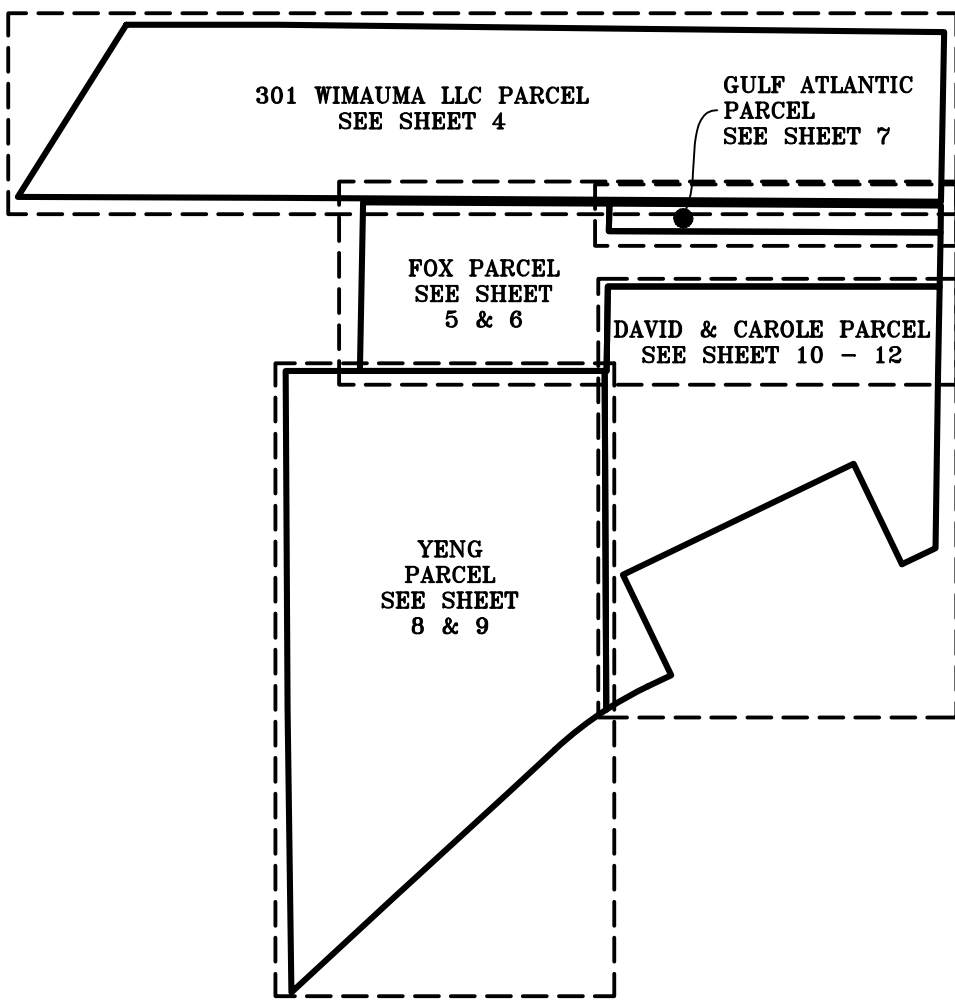
Sheet Index

1	Cover Sheet, Vicinity Map, Key Sheet and Surveyor's Notes
2	Overall Wetland Boundary
3	Overall Aerial
4-12	Detail Wetland Sheet

VICINITY MAP

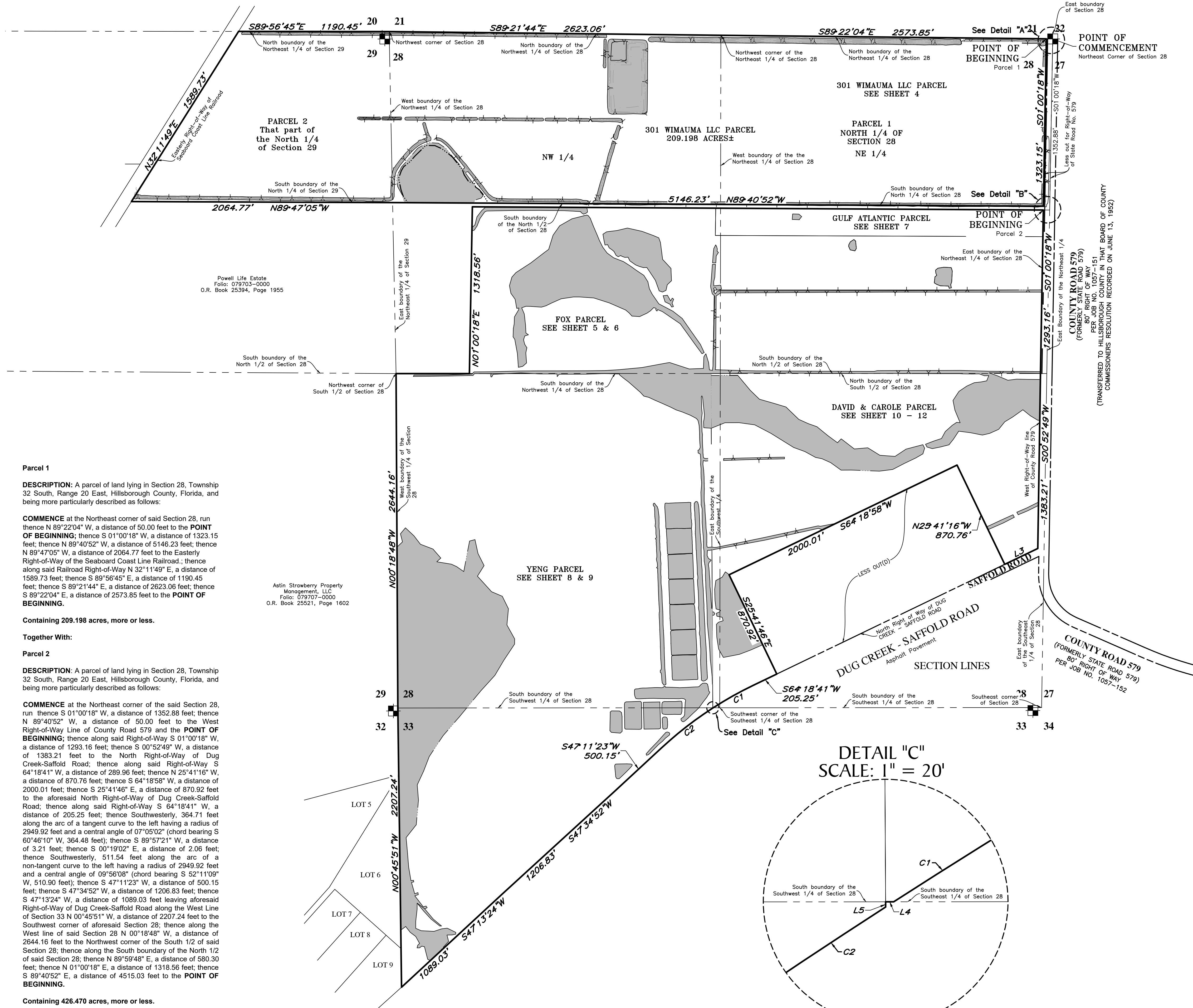


NOT TO SCALE



KEY SHEET LAYOUT

CREW #1 PARTY CHIEF: CG FIELD BOOK: --- DATA FILE: COUNCIL GROWERS TPO-TREE88CG CREW #2 PARTY CHIEF: PP FIELD BOOK: --- DATA FILE: COUNCIL GROWERS TREES-PP CREW #3 PARTY CHIEF: MM FIELD BOOK: --- DATA FILE: COPELAND-TOPO-MM-(US88)		<table><tr><th colspan="4">Revisions</th></tr><tr><th>DATE</th><th>DESCRIPTION</th><th>DRAWN</th><th>P. CHIEF</th></tr><tr><td>---</td><td>---</td><td>---</td><td>---</td></tr><tr><td>---</td><td>---</td><td>---</td><td>---</td></tr><tr><td>---</td><td>---</td><td>---</td><td>---</td></tr><tr><td>---</td><td>---</td><td>---</td><td>---</td></tr><tr><td>---</td><td>---</td><td>---</td><td>---</td></tr><tr><td>---</td><td>---</td><td>---</td><td>---</td></tr><tr><td>---</td><td>---</td><td>---</td><td>---</td></tr></table>		Revisions				DATE	DESCRIPTION	DRAWN	P. CHIEF	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	<table><tr><th colspan="4">Surveyor's Certification</th></tr><tr><td colspan="4">I do hereby certify that this survey was made under my supervision and meets the "Standards of Practice" set forth by the Florida Board of Professional Surveyors and Mappers stated in Rules SJ-17.051, SJ-17.052, and SJ-17.053, Florida Administrative Code, pursuant to section 427.027 of the Florida Statutes.</td></tr><tr><td colspan="4">FIELD SURVEY DATE: March 08, 2023</td></tr><tr><td colspan="2">David W. Maxwell</td><td colspan="2">LS7311</td></tr></table>		Surveyor's Certification				I do hereby certify that this survey was made under my supervision and meets the "Standards of Practice" set forth by the Florida Board of Professional Surveyors and Mappers stated in Rules SJ-17.051, SJ-17.052, and SJ-17.053, Florida Administrative Code, pursuant to section 427.027 of the Florida Statutes.				FIELD SURVEY DATE: March 08, 2023				David W. Maxwell		LS7311		THIS SURVEY IS VALID ONLY WITH A SIGNATURE & ORIGINAL SEAL IN HARD COPY FORM, OR A DIGITAL SEAL IN ELECTRONIC FORM, PURSUANT TO RULES SJ-17.060 AND SJ-17.062, SECTION 472.027 OF THE FLORIDA STATUTES		Survey is Certified To: N/A		www.geopointsurvey.com Licensed Business No.: LB 7768				North Florida 327 S. County Hwy 393 Santa Rosa Beach, Florida 32459 Phone: (850) 740-0650		West Florida 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Fax: (813) 248-2266		East Florida 4152 West Blue Heron Blvd Suite 105 Riviera Beach, Florida 33404 Phone: (561) 444-2720	
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Specific Purpose Survey Wetland Delineation Survey (Not A Boundary Survey)														PREPARED FOR: Eisenhower Property Group LOCATED IN: Section 28, 29 & 33, Township 32 S., Range 20 E. Hillsborough County, Florida				JOB #: DRAWN BY: WJ DATE: 04/05/23 SURFACE BY: H. DATUM: FL-West NAD(83)-2011 V. DATUM: NAVD(1988) CFC CHECK/WMFLD CHECK:				SHEET: 01 of 12																																																	



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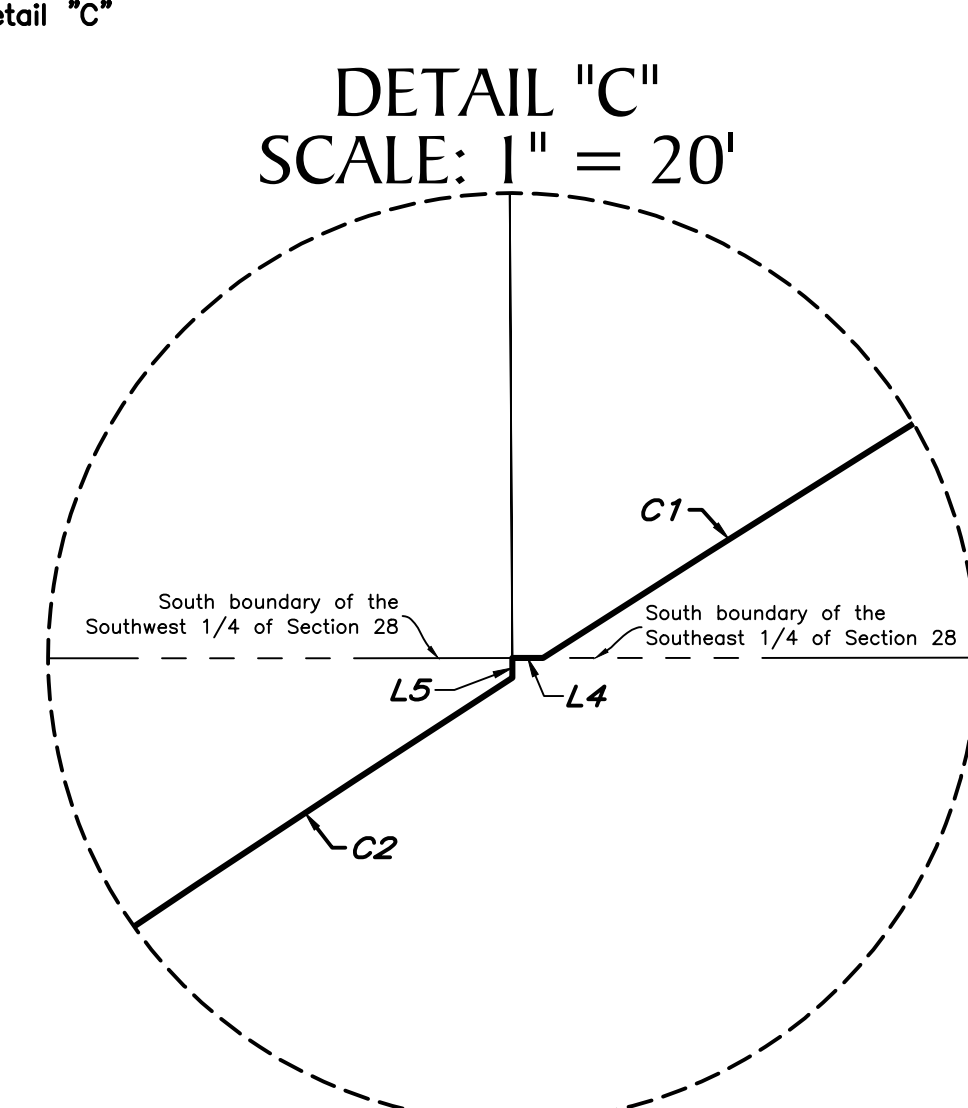
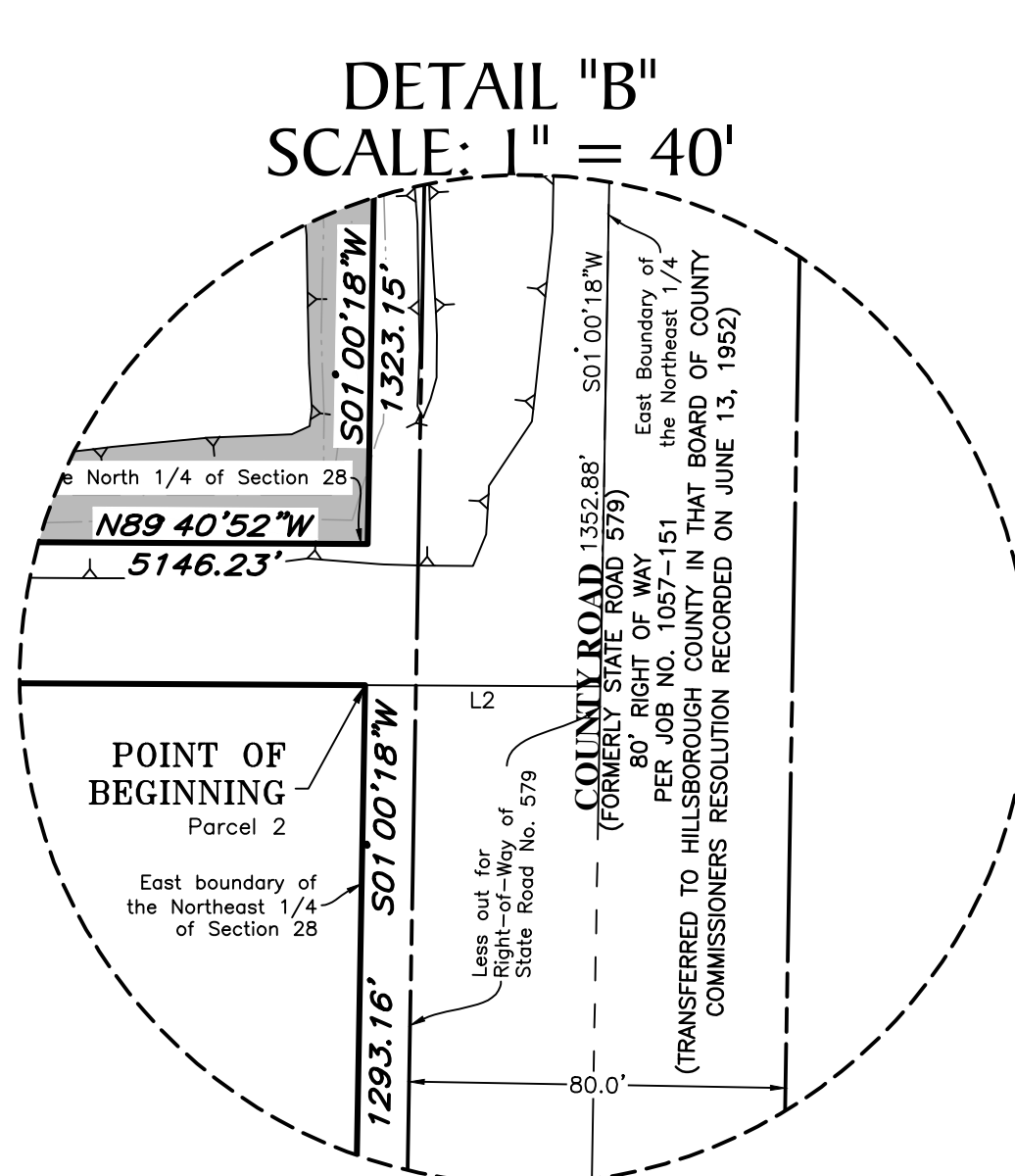
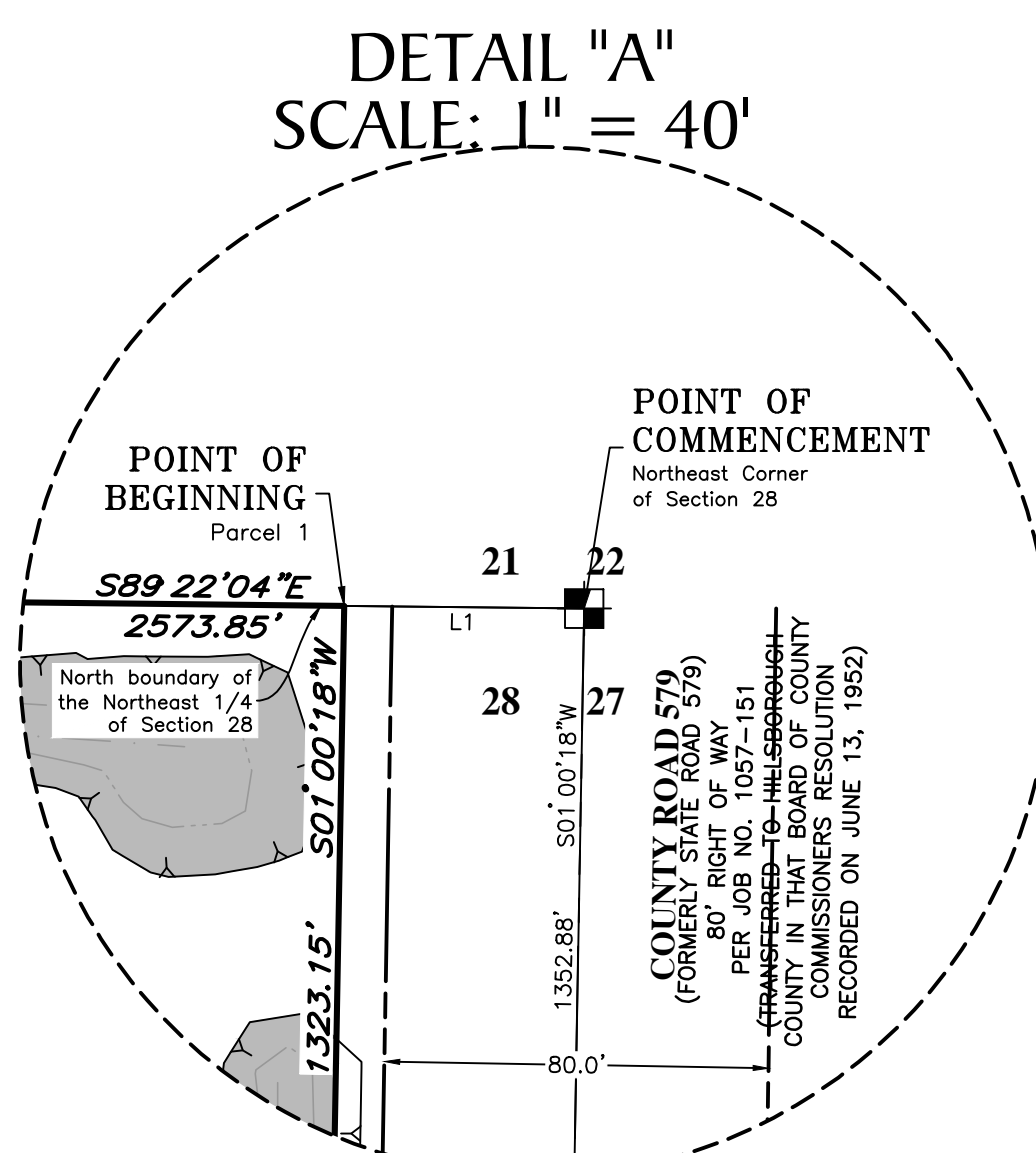
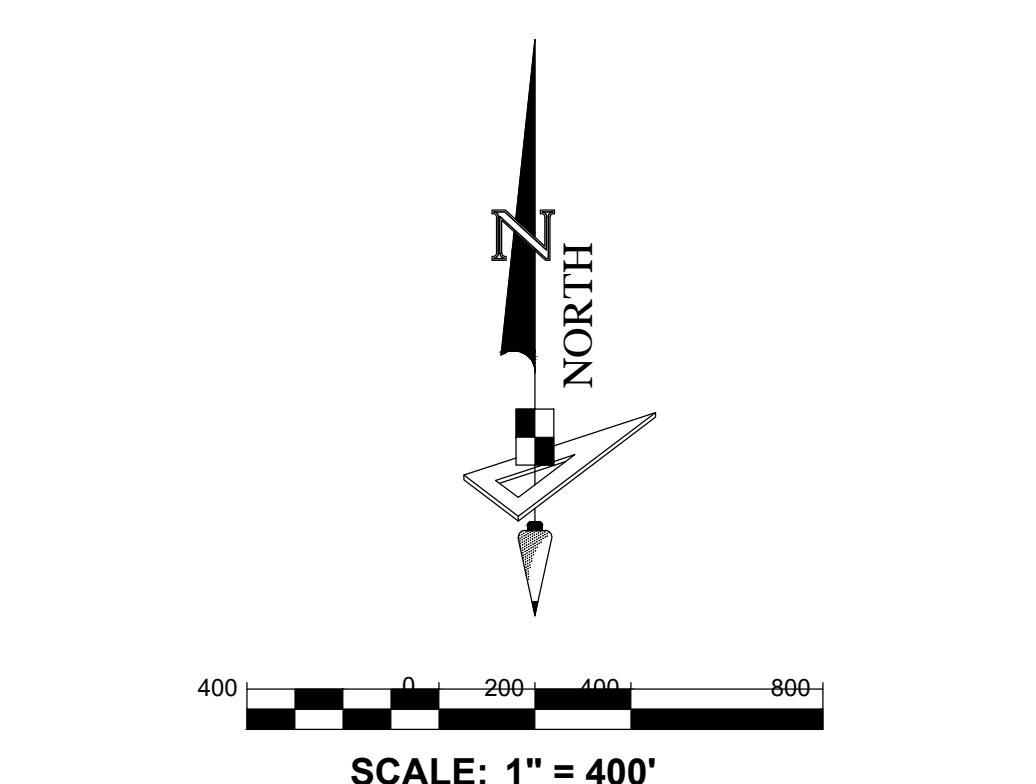
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Parcel 2

DESCRIPTION: A parcel of land lying in Section 28, Township 32 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of the said Section 28, run thence S 01°00'18" W, a distance of 1352.88 feet; thence N 89°40'52" W, a distance of 50.00 feet to the West Right-of-Way Line of County Road 579 and the **POINT OF BEGINNING**; thence along said Right-of-Way S 01°00'18" W, a distance of 1293.16 feet; thence S 00°52'49" W, a distance of 1383.21 feet to the North Right-of-Way of Dug Creek-Saffold Road; thence along said Right-of-Way S 64°18'41" W, a distance of 289.96 feet; thence N 25°41'16" W, a distance of 870.76 feet; thence S 64°18'58" W, a distance of 2000.01 feet; thence S 25°41'46" E, a distance of 870.92 feet to the aforesaid North Right-of-Way of Dug Creek-Saffold Road; thence along said Right-of-Way S 64°18'41" W, a distance of 205.25 feet; thence Southwesterly, 364.71 feet along the arc of a tangent curve to the left having a radius of 2949.92 feet and a central angle of 07°05'02" (chord bearing S 60°46'10" W, 364.48 feet); thence S 89°57'21" W, a distance of 3.21 feet; thence S 00°19'02" E, a distance of 2.06 feet; thence Southwesterly, 511.54 feet along the arc of a non-tangent curve to the left having a radius of 2949.92 feet and a central angle of 09°56'08" (chord bearing S 52°11'09" W, 510.90 feet); thence S 47°11'23" W, a distance of 500.15 feet; thence S 47°34'52" W, a distance of 1206.83 feet; thence S 47°13'24" W, a distance of 1089.03 feet leaving aforesaid Right-of-Way of Dug Creek-Saffold Road along the West Line of Section 33 N 00°45'51" W, a distance of 2207.24 feet to the Southwest corner of aforesaid Section 28; thence along the West line of said Section 28 N 00°18'48" W, a distance of 2644.16 feet to the Northwest corner of the South 1/2 of said Section 28; thence along the South boundary of the North 1/2 of said Section 28; thence N 01°00'18" E, a distance of 1318.56 feet; thence S 89°40'52" E, a distance of 4515.03 feet to the **POINT OF BEGINNING**.

Containing 426.470 acres, more or less.

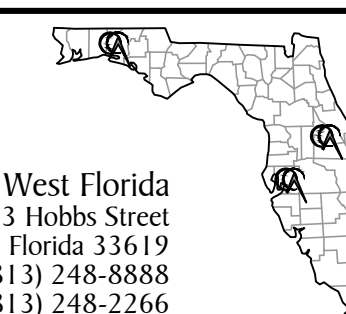


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West Florida
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Tampa, Florida 33619
Phone: (813) 248-8888
Fax: (813) 248-2266



Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440

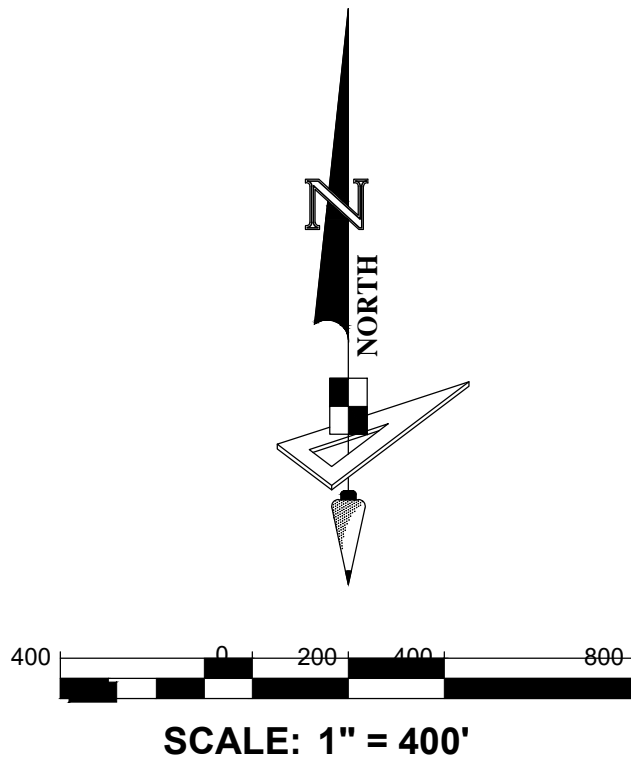
East Florida
4152 West Blue Heron Blvd
Suite 105
Riviera Beach, Florida 33404
Phone: (561) 444-2720

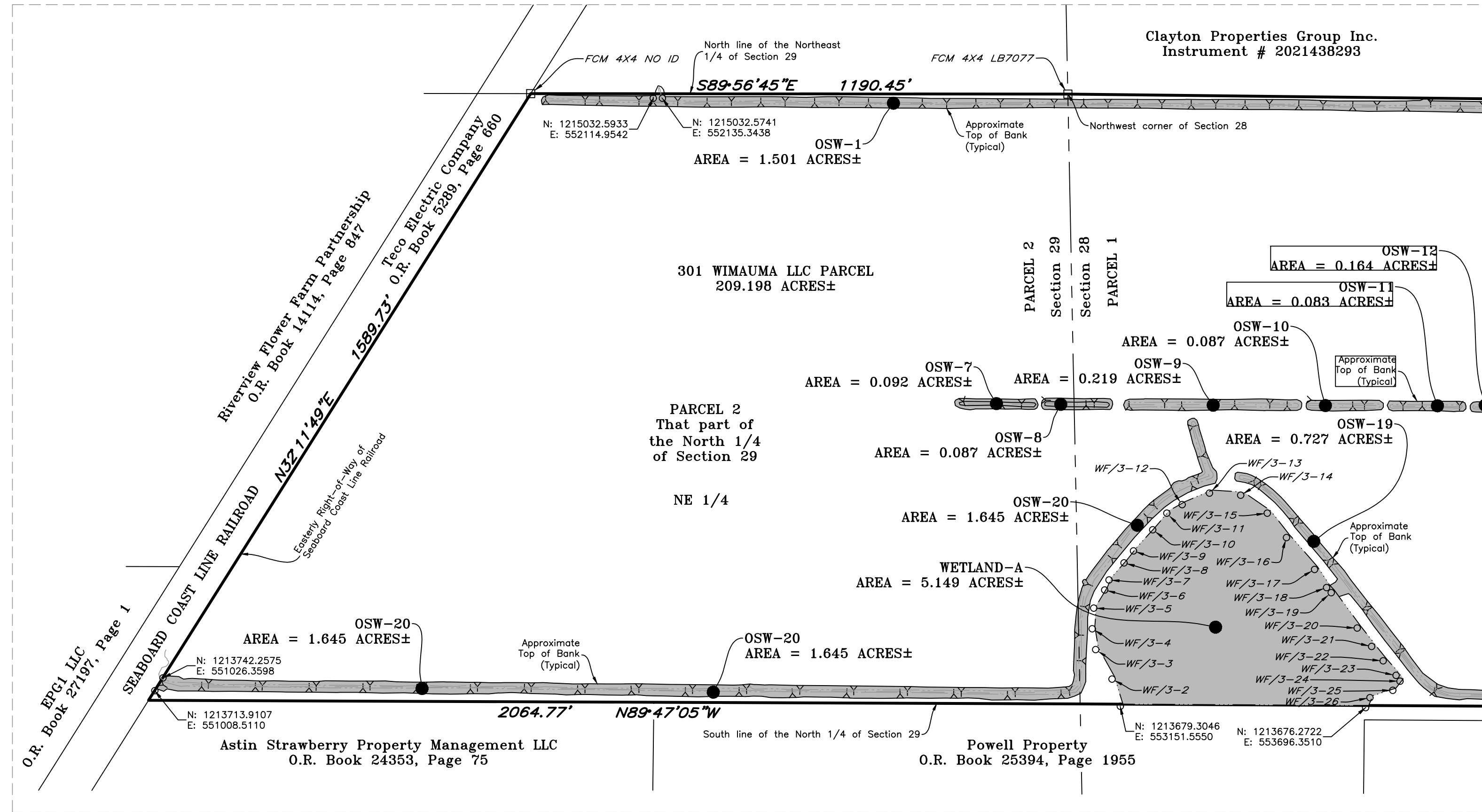
Specific Purpose Survey
Wetland Delineation Survey (Not A Boundary Survey)

PREPARED FOR:
Eisenhower Property Group
LOCATED IN:
Section 28, 29 & 33, Township 32 S., Range 20 E.
Hillsborough County, Florida

See Sheet 1 for
Certifications,
Signature, & Revisions.
Not valid without all Sheets

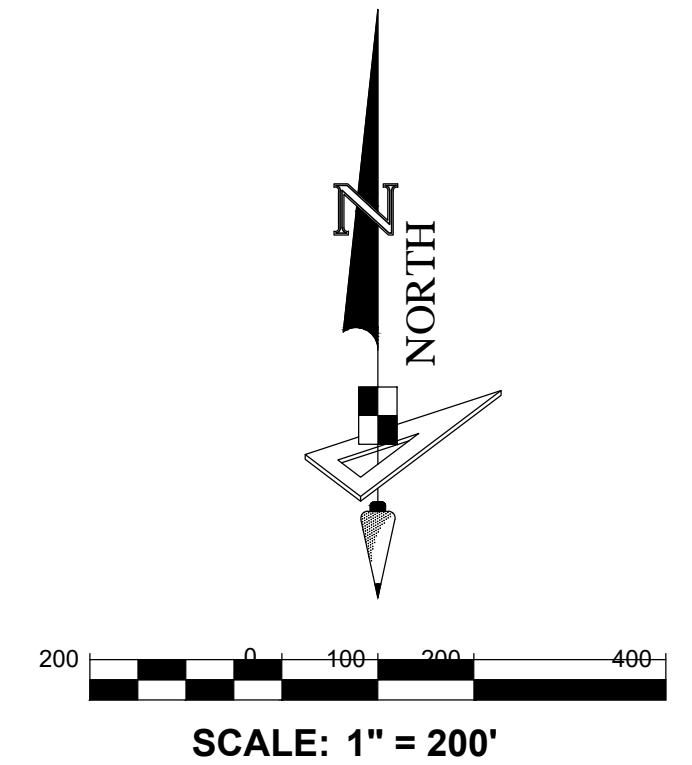
SHEET: **02 of 12**





Wetland Point Table		
Flag #	Northing	Easting
WF/3-2	213739.5820	553133.1480
WF/3-3	213806.3150	553096.7570
WF/3-4	213851.8090	553089.2500
WF/3-5	213897.7610	553092.6000
WF/3-6	213938.0940	553116.7800
WF/3-7	213960.2680	553126.4740
WF/3-8	213998.3100	553160.0630
WF/3-9	214025.1340	553180.7470
WF/3-10	214072.0290	553223.4080
WF/3-11	214108.9490	553254.9820
WF/3-12	214128.0560	553289.0000
WF/3-13	214153.8240	553349.4260
WF/3-14	214149.1400	553419.0120
WF/3-15	214108.9990	553477.9060
WF/3-16	214054.8020	553520.7200
WF/3-17	213983.7490	553582.7250
WF/3-18	213943.3480	553609.4870
WF/3-19	213931.9170	553619.7880
WF/3-20	213853.2180	553677.6900
WF/3-21	213812.3460	553709.6350

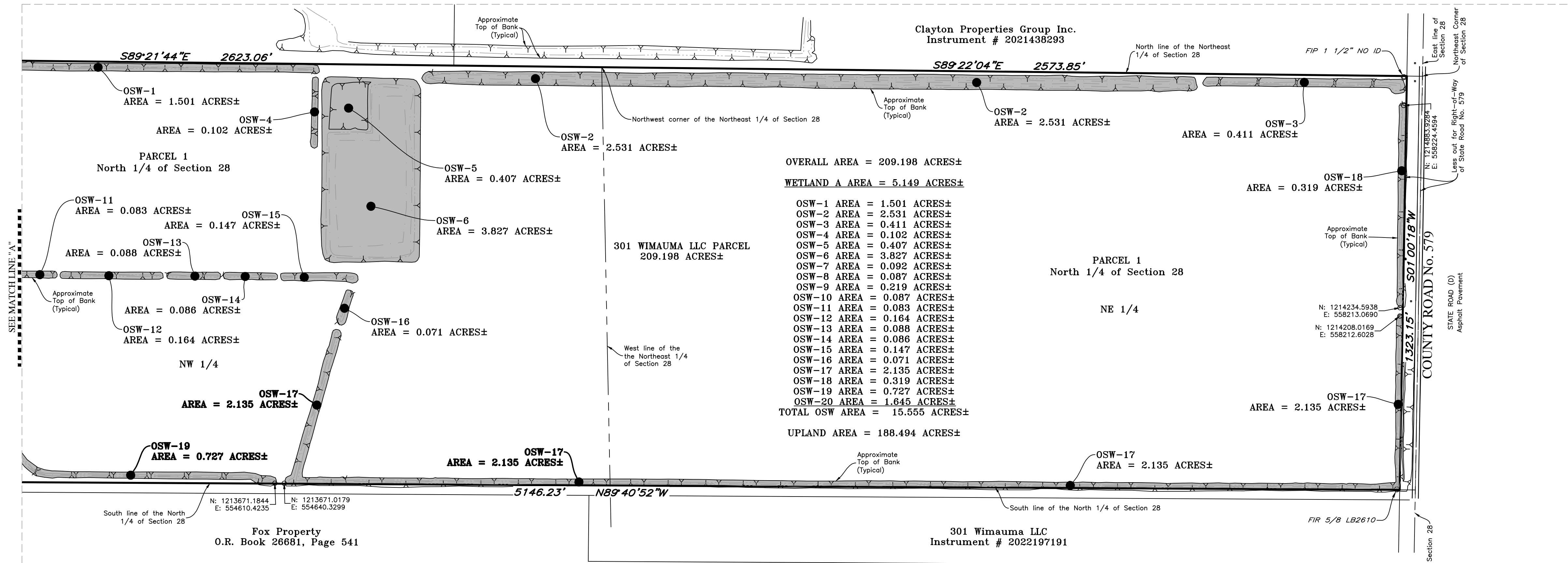
Wetland Point Table		
Flag #	Northing	Easting
WF/3-22	1213780.4000	553735.1450
WF/3-23	1213748.0320	553763.8120
WF/3-24	1213735.0910	553772.5590
WF/3-25	1213714.8160	553756.7100
WF/3-26	1213698.4640	553705.7910



LEGAL DESCRIPTION: (PER OFFICIAL RECORDS BOOK 5612, PAGE 1487)

PARCEL 1:
THE NORTH 1/4 OF SECTION 28, TOWNSHIP 32 SOUTH, RANGE 20 EAST, LESS THAT PART IN RIGHT OF WAY OF STATE ROAD NO. 579, LYING AND BEING IN HILLSBOROUGH COUNTY, FLORIDA.

PARCEL 2:
THAT PART OF THE NORTH 1/4 OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST LYING EAST OF SEABOARD-COASTLINE RAILROAD RIGHT OF WAY, LYING AND BEING IN HILLSBOROUGH COUNTY, FLORIDA.



OVERALL AREA = 209.198 ACRES±

WETLAND A AREA = 5.149 ACRES±

OSW-1 AREA = 1.501 ACRES±
OSW-2 AREA = 2.531 ACRES±
OSW-3 AREA = 0.411 ACRES±
OSW-4 AREA = 0.102 ACRES±
OSW-5 AREA = 0.407 ACRES±
OSW-6 AREA = 3.827 ACRES±
OSW-7 AREA = 0.092 ACRES±
OSW-8 AREA = 0.087 ACRES±
OSW-9 AREA = 0.219 ACRES±
OSW-10 AREA = 0.087 ACRES±
OSW-11 AREA = 0.083 ACRES±
OSW-12 AREA = 0.164 ACRES±
OSW-13 AREA = 0.088 ACRES±
OSW-14 AREA = 0.086 ACRES±
OSW-15 AREA = 0.147 ACRES±
OSW-16 AREA = 0.071 ACRES±
OSW-17 AREA = 2.135 ACRES±
OSW-18 AREA = 0.319 ACRES±
OSW-19 AREA = 0.727 ACRES±
OSW-20 AREA = 1.645 ACRES±
TOTAL OSW AREA = 15.555 ACRES±

UPLAND AREA = 188.494 ACRES±

DESCRIPTION: (BY ARDURRA - REFERENCE OFFICIAL RECORDS BOOK 26681, PAGE 541)

PARCEL 1

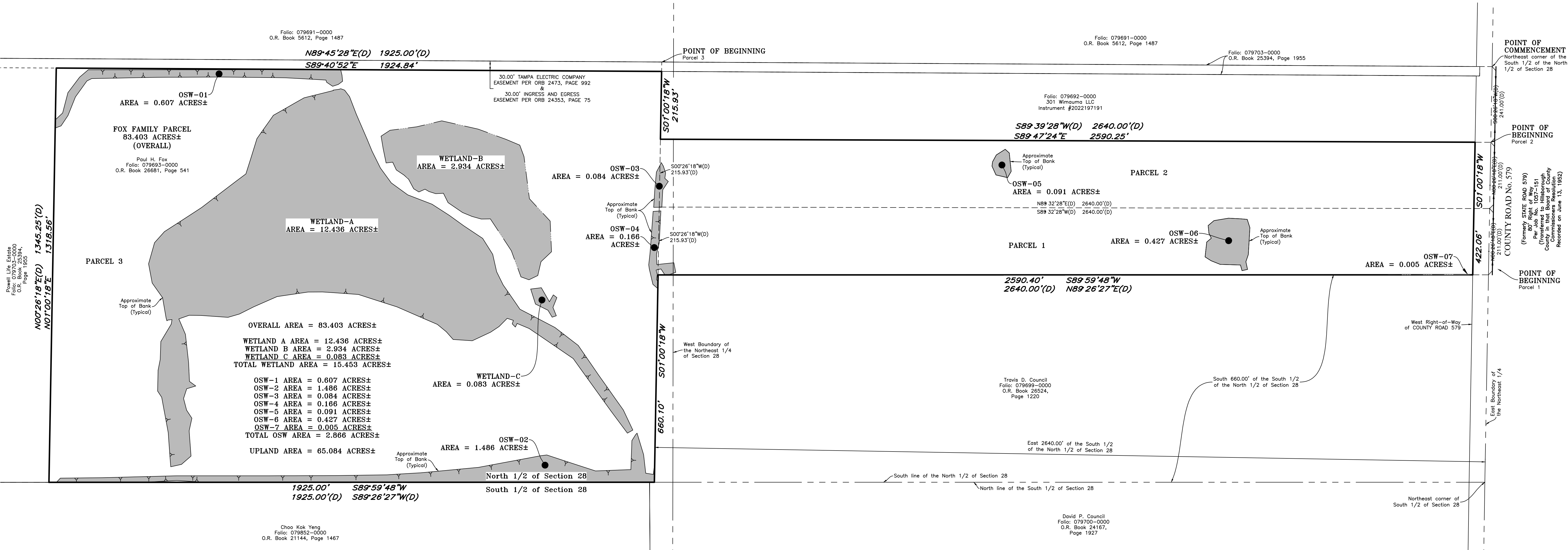
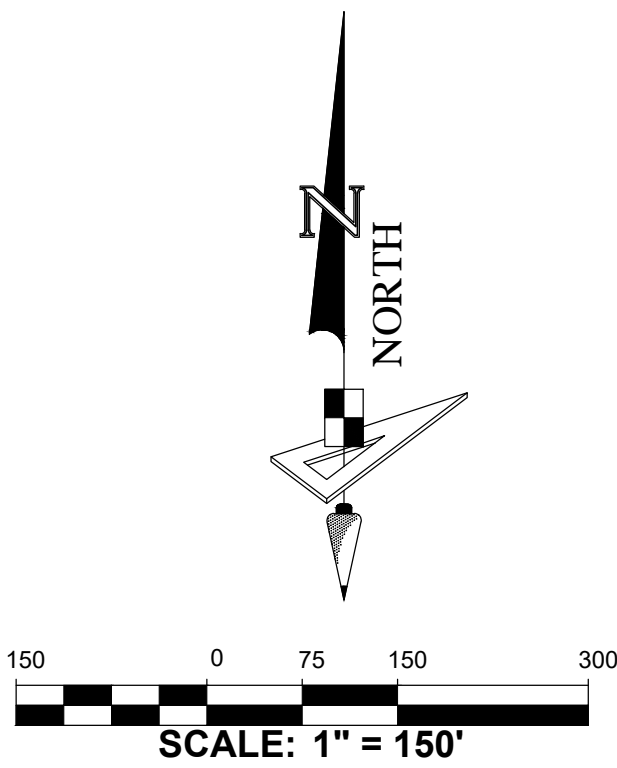
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 32 SOUTH, RANGE 20 EAST; THENCE SOUTH 00°26'18" WEST, A DISTANCE OF 452.00 FEET, FOR THE POINT OF BEGINNING; THENCE SOUTH 89°32'28" WEST, A DISTANCE OF 2640.00 FEET; THENCE SOUTH 00°26'18" WEST, A DISTANCE OF 215.93 FEET; THENCE NORTH 89°26'27" EAST, A DISTANCE OF 2640.00 FEET; THENCE NORTH 00°26'18" EAST, A DISTANCE OF 211.00 FEET, TO THE POINT OF BEGINNING. LESS RIGHT-OF-WAY FOR STATE ROAD NO. S-579

PARCEL 2

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 32 SOUTH, RANGE 20 EAST; THENCE SOUTH 00°26'18" WEST, A DISTANCE OF 241.00 FEET, FOR THE POINT OF BEGINNING; THENCE SOUTH 89°39'28" WEST, A DISTANCE OF 2640.00 FEET; THENCE SOUTH 00°26'18" WEST, A DISTANCE OF 215.93 FEET; THENCE NORTH 89°32'28" EAST, A DISTANCE OF 2640.00 FEET; THENCE NORTH 00°26'18" EAST, A DISTANCE OF 211.00 FEET, TO THE POINT OF BEGINNING. LESS RIGHT-OF-WAY FOR STATE ROAD NO. S-579, ALL LYING AND BEING IN HILLSBOROUGH COUNTY, FLORIDA.

PARCEL 3

THAT TRACT COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 32 SOUTH, RANGE 20 EAST; THENCE SOUTH 89°45'28" WEST, A DISTANCE OF 2640.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 00°26'18" WEST 1,337.79 FEET; THENCE SOUTH 89°26'27" WEST, A DISTANCE OF 1,925.00 FEET; THENCE NORTH 00°26'18" EAST, A DISTANCE OF 1,345.25 FEET; THENCE NORTH 89°45'28" EAST, A DISTANCE OF 1,925.00 TO THE POINT OF BEGINNING. LESS THE NORTH 30 FEET THEREOF FOR ROAD PURPOSES AND RIGHT OF INGRESS AND EGRESS, ALL LYING AND BEING IN HILLSBOROUGH COUNTY, FLORIDA.



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Fax: (813) 248-2266

Central Florida
528 Northlake Blvd., Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440

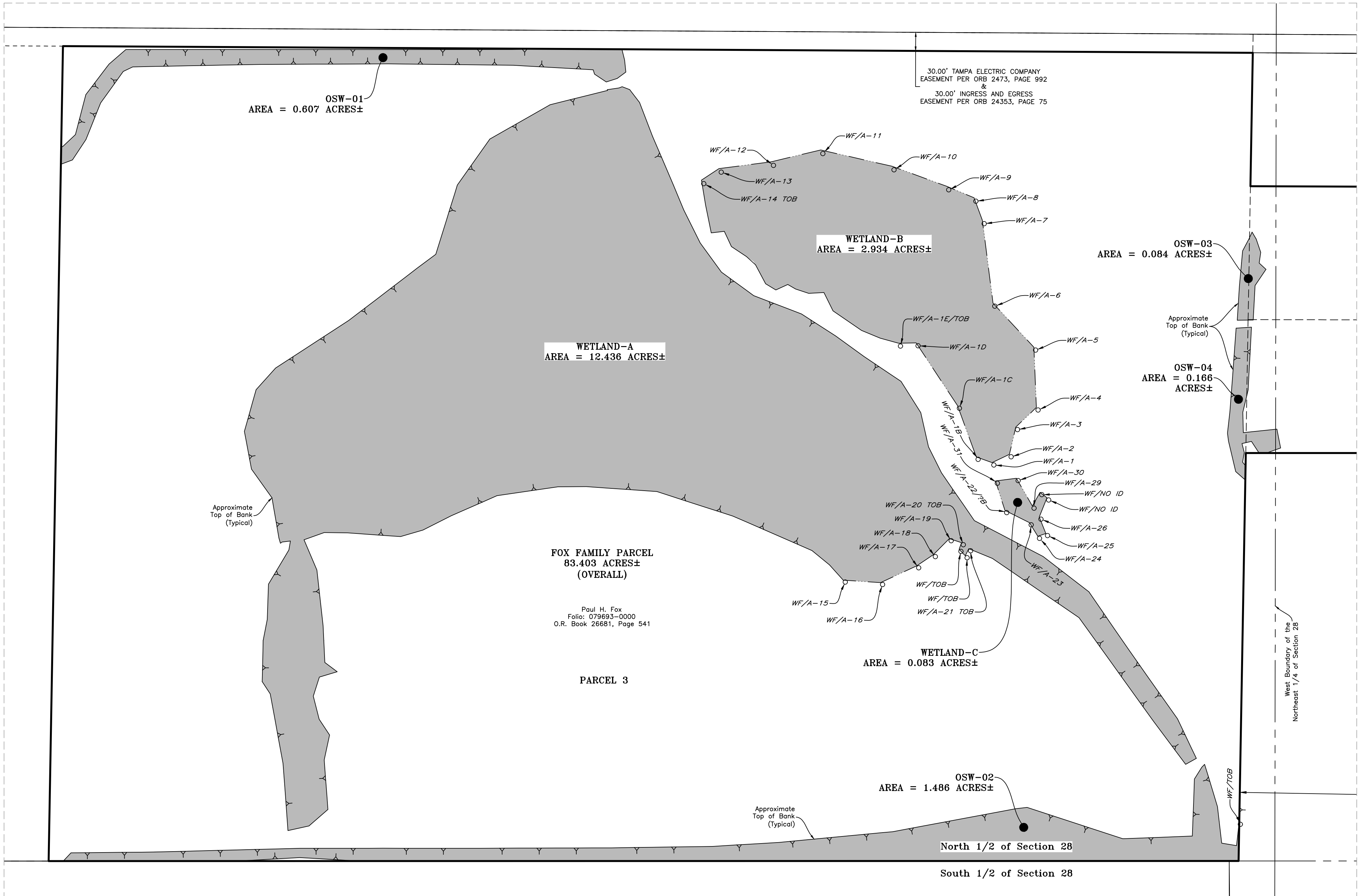
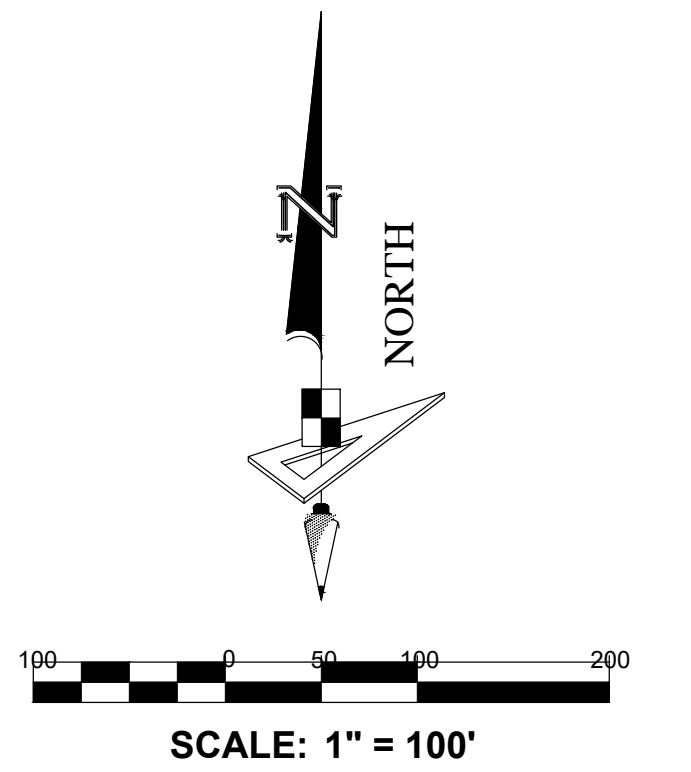
East Florida
4152 West Blue Heron Blvd
Suite 105
Riviera Beach, Florida 33404
Phone: (561) 444-2720

Specific Purpose Survey
Wetland Delineation Survey (Not A Boundary Survey)

PREPARED FOR:
Eisenhower Property Group
LOCATED IN:
Section 28 & 33, Township 32 S., Range 20 E.
Hillsborough County, Florida

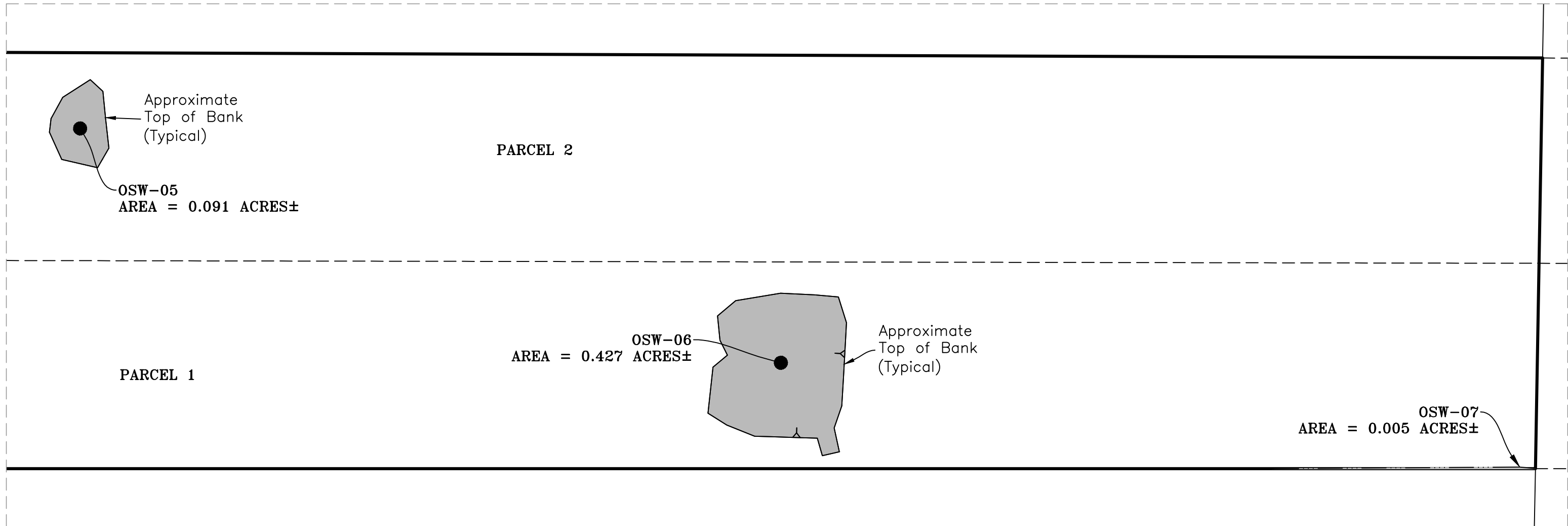
See Sheet 1 for
Certifications,
Signature, & Revisions.
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SHEET: 05 of 12



Wetland Point Table			
Flag #	Northing	Easting	
WF/A-1	1212972.5700	555190.4330	
WF/A-1B	1212981.7920	555164.8290	
WF/A-1C	1213064.7300	555134.5520	
WF/A-1D	1213166.2520	555067.6360	
WF/A-1E/TOB	1213165.6780	555039.0580	
WF/A-2	1212985.8690	555218.4570	
WF/A-3	1213030.0360	555228.7340	
WF/A-4	1213061.8500	555262.1250	
WF/A-5	1213159.1890	555257.9930	
WF/A-6	1213230.5310	555191.9170	
WF/A-7	1213364.6280	555174.6810	
WF/A-8	1213401.0500	555161.2990	
WF/A-9	1213419.5170	555117.2100	
WF/A-10	1213452.0370	555028.6420	
WF/A-11	1213478.4150	554913.2530	
WF/A-12	1213459.3090	554833.2420	
WF/A-13	1213448.1830	554748.6880	
WF/A-14 TOB	1213429.5790	554720.2020	
WF/A-15	1212782.4370	554949.5450	
WF/A-16	1212778.4860	555010.0920	

Wetland Point Table			
Flag #	Northing	Easting	
WF/A-17	1212805.6190	555068.5190	
WF/A-18	1212823.7630	555095.4990	
WF/A-19	1212849.6480	555121.1710	
WF/A-20 TOB	1212843.1830	555140.9100	
WF/A-21 TOB	1212833.3520	555152.7840	
WF/A-22/7B	1212895.2310	555211.1540	
WF/A-23	1212875.4590	555250.9270	
WF/A-24	1212853.4750	555264.3040	
WF/A-25	1212857.9000	555277.4370	
WF/A-26	1212884.5570	555266.6700	
WF/A-29	1212902.3870	555255.5310	
WF/A-30	1212947.2440	555229.8030	
WF/A-31	1212942.9050	555196.0040	
WF/NO ID	1212924.4070	555267.9820	
WF/NO ID	1212915.7460	555279.2790	
WF/TOB	1212388.9940	555589.8470	
WF/TOB	1212821.8860	555147.0710	
WF/TOB	1212832.2030	555137.0920	

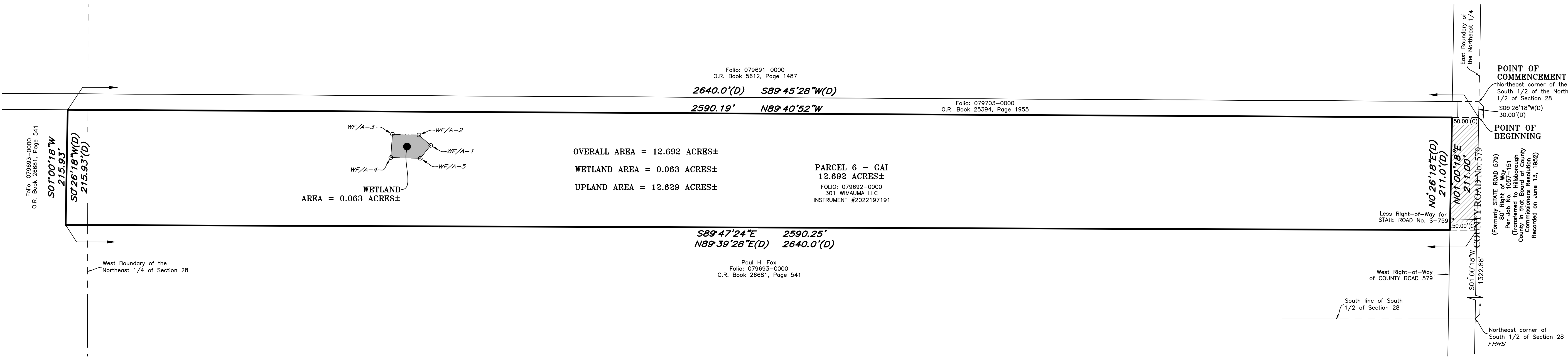
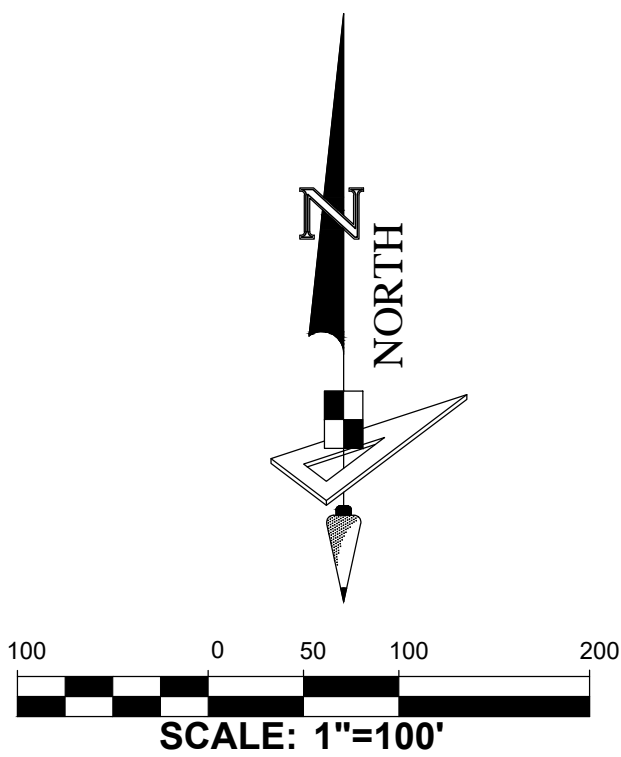


DESCRIPTION: (PER OFFICIAL RECORDS BOOK 26228, PAGE 721)

TRACT BEG 30 FT S OF NE COR OF S 1/2 NE 1/4 AND RUN S 211 FT W 2640 FT N 215.93 FT AND E 2640 FT TO BEG LESS R/W FOR SR, SEC-TWP-RGE 28-32-20

(AND BEING EARLIER DESCRIBED AS PER OFFICIAL RECORDS BOOK 13370, PG 0802)

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 28, TOWNSHIP 32 SOUTH, RANGE 20 EAST, RUN THENCE SOUTH 0°26'18" WEST, 30 FEET FOR POINT OF BEGINNING; RUN THENCE SOUTH 89°45'28" WEST, 2640.0 FEET; THENCE SOUTH 0°26'18" WEST, 215.93 FEET; THENCE NORTH 89°39'28" EAST, 2640.0 FEET; THENCE NORTH 0°26'18" EAST, 211.0 FEET TOT HE POINT OF BEGINNING. LESS RIGHT OF WAY FOR STATE ROAD NO. S-759, ALL LYING AND BEING IN HILLSBOROUGH COUNTY, FLORIDA.



OVERALL AREA = 12.692 ACRES±
WETLAND AREA = 0.063 ACRES±
UPLAND AREA = 12.629 ACRES±

PARCEL 6 - GAI
12.692 ACRES±
FOLIO: 079692-0000
301 WIMAUMA LLC
INSTRUMENT #2022197191

Paul H. Fox
Folio: 079693-0000
O.R. Book 26681, Page 541

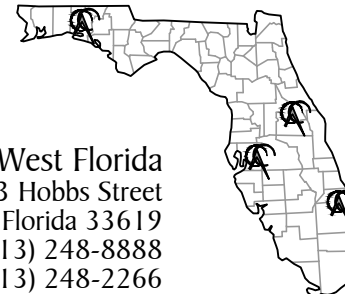
Wetland Point Table			
Flag #	Northing	Easting	
WF/A-1	1213568.7780	556291.3720	
WF/A-2	1213588.1790	556269.3400	
WF/A-3	1213589.6000	556219.7740	
WF/A-4	1213546.0350	556216.7630	
WF/A-5	1213544.5320	556271.8860	

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Fax: (813) 248-2266



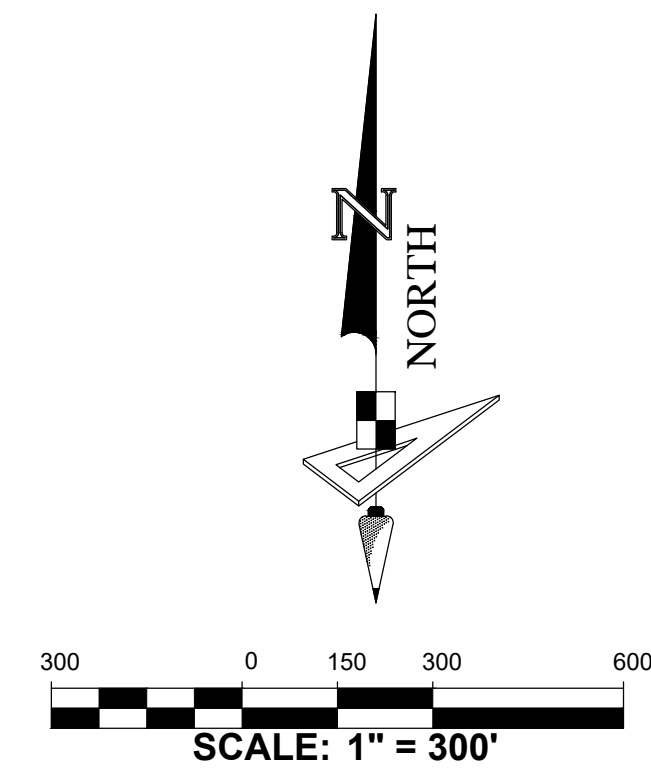
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Altamonte Springs, Florida 32701
Phone: (321) 270-0440

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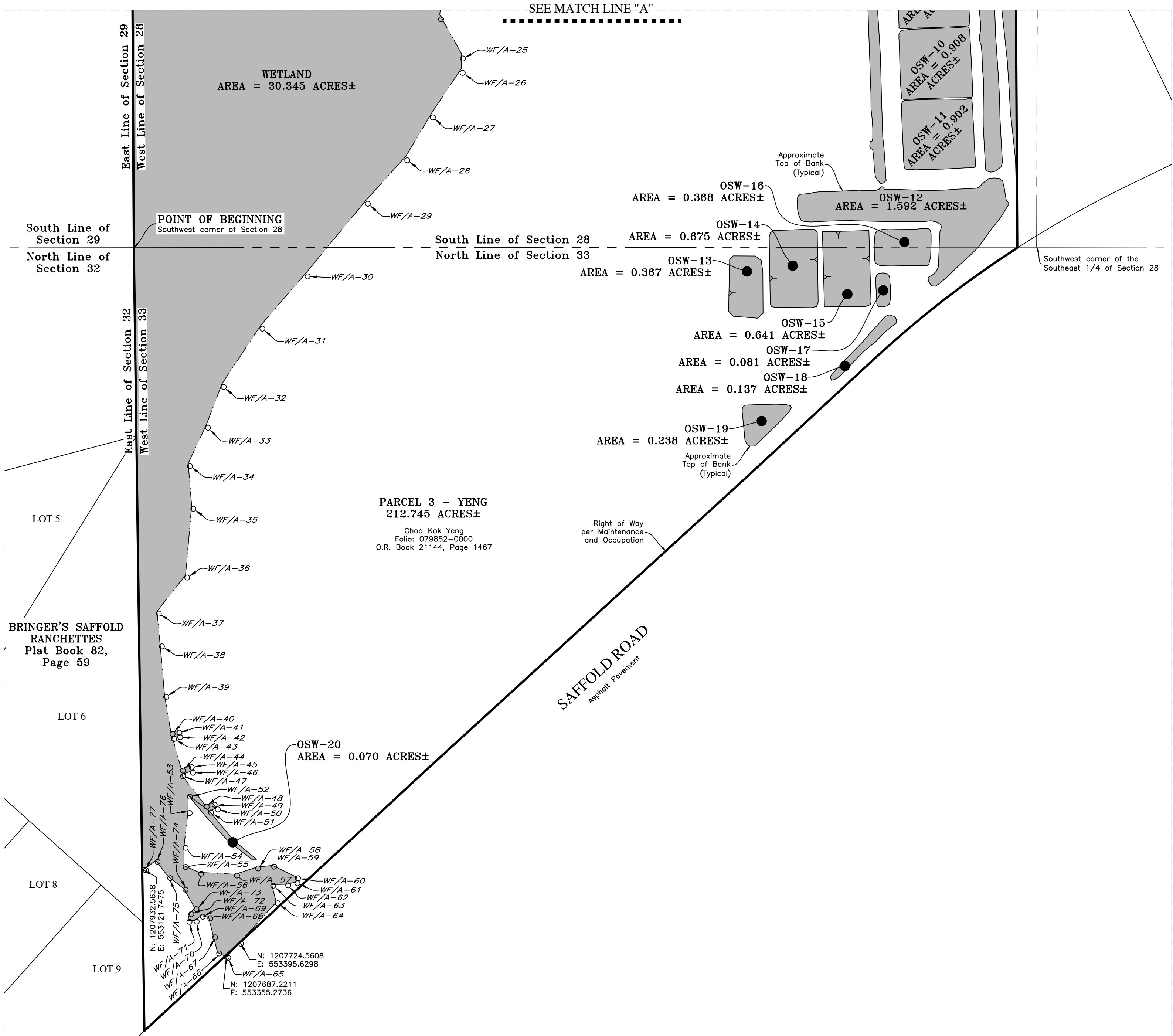
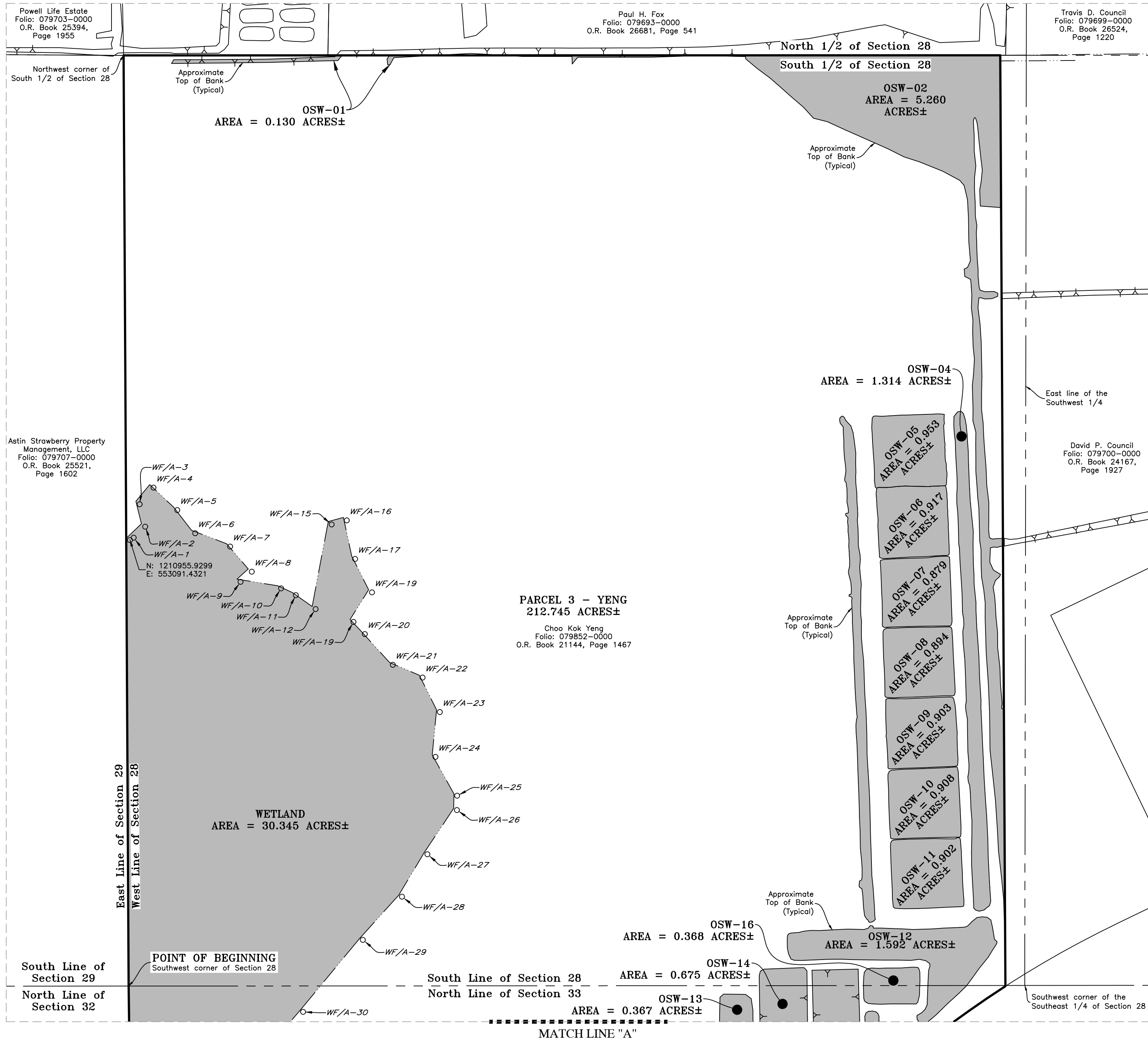
Specific Purpose Survey
Wetland Delineation Survey (Not A Boundary Survey)
PREPARED FOR:
Eisenhower Property Group
LOCATED IN:
Section 28, Township 32 S., Range 20 E.
Hillsborough County, Florida

See Sheet 1 for
Certifications,
Signature, & Revisions.
Not valid without all Sheets

SHEET: 07 of 12



COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28,
FOR A POINT OF BEGINNING; THENCE ALONG THE WEST
BOUNDARY THEREOF NORTH 00°26'12" EAST, A DISTANCE
OF 2644.49 FEET TO THE NORTHWEST CORNER OF THE
SOUTH 1/2 OF SAID SECTION 28; THENCE ON THE NORTH-
BOUNDARY OF THE SOUTH 1/2 OF SAID SECTION 28
SOUTH 88°15'11" WEST A DISTANCE OF 2456.75 FEET
THENCE SOUTH 00°26'12" WEST A DISTANCE OF 2049.20
FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE
OF SAFFOLD ROAD (PER MAINTENANCE AND
OCCUPATION), SAID POINT BEING ON A CURVE CONCAVE
SOUTHEASTERLY, HAVING A RADIUS OF 2949.92 FEET AND
A CENTRAL ANGLE OF 99°55'44"; THENCE ON SAID
NORTHERLY RIGHT-OF-WAY LINE AND THE WEST LINE
OF SAID CURVE A DISTANCE OF 511.19 FEET, SAID ARC
SUBTENDED BY A CHORD WHICH BEARS SOUTH 52°44'40"
WEST A DISTANCE OF 510.56 FEET; THENCE CONTINUE ON
SAID NORTH-RIGHT-OF-WAY LINE THE FOLLOWING THREE
CURVES: (1) SOUTH 47°57'48" WEST, A DISTANCE OF
500.00 FEET; (2) SOUTH 48°20'35" WEST, A DISTANCE OF
1236.75 FEET; (3) SOUTH 47°57'48" WEST, A DISTANCE OF
1088.00 FEET TO A POINT ON THE WEST BOUNDARY OF
AFORESAY SECTION 33; THENCE ON SAID WEST
BOUNDARY NORTH 00°11'18" WEST, A DISTANCE OF 2206.90
FEET TO THE POINT OF BEGINNING.

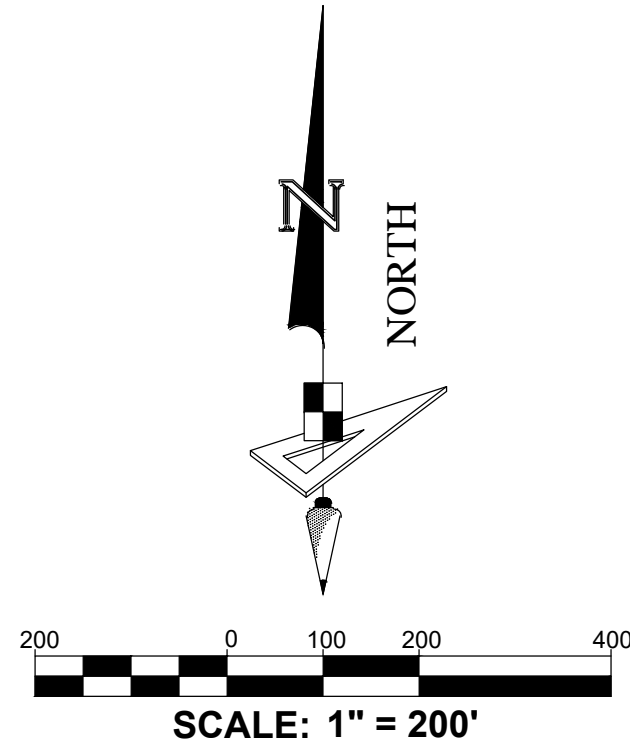


Wetland Point Table			
Flag #	Northing	Easting	
WF/A-1	1210965.9640	553101.8940	
WF/A-2	1210997.3710	553134.6400	
WF/A-3	1211061.3110	553119.0390	
WF/A-4	1211108.4610	553158.4200	
WF/A-5	1211044.5170	553225.9830	
WF/A-6	1210978.6280	553277.0950	
WF/A-7	1210940.6230	553376.4090	
WF/A-8	1210868.7570	553438.0630	
WF/A-9	1210839.9750	553406.0950	
WF/A-10	1210821.2070	553521.1910	
WF/A-11	1210801.9870	553563.1540	
WF/A-12	1210762.4060	553619.5460	
WF/A-15	1211003.4690	553665.2390	
WF/A-16	1211015.3280	553708.2180	
WF/A-17	1210905.3640	553731.9940	
WF/A-19	1210725.6180	553727.3910	
WF/A-19	1210809.7690	553780.0490	
WF/A-20	1210690.8730	553759.5970	
WF/A-21	1210603.2240	553839.3810	
WF/A-22	1210566.9350	553923.9380	

Wetland Point Table			
Flag #	Northing	Easting	
WF/A-23	1210468.7060	553972.8570	
WF/A-24	1210340.6630	553960.5890	
WF/A-25	1210229.8250	554022.3310	
WF/A-26	1210189.0510	554021.6960	
WF/A-27	1210063.1080	553937.6690	
WF/A-28	1209941.9610	553865.3770	
WF/A-29	1209818.7700	553753.8560	
WF/A-30	1209613.3100	553583.9120	
WF/A-31	1209465.3000	553456.1750	
WF/A-32	1209300.6760	553346.9680	
WF/A-33	1209184.9230	553302.4290	
WF/A-34	1209076.0520	553251.4200	
WF/A-35	1208955.5930	553261.3080	
WF/A-36	1208760.8610	553243.9180	
WF/A-37	1208658.9040	553163.5320	
WF/A-38	1208566.3160	553172.3800	
WF/A-39	1208423.3110	553184.5540	
WF/A-40	1208318.4700	553202.4190	
WF/A-41	1208321.9730	553222.0000	
WF/A-42	1208309.3410	553224.1710	

Wetland Point Table			
Flag #	Northing	Easting	
WF/A-43	1208304.3880	553206.5500	
WF/A-44	1208214.9140	553231.8100	
WF/A-45	1208224.1730	553256.5580	
WF/A-46	1208208.4630	553260.3100	
WF/A-47	1208199.0090	553232.2190	
WF/A-48	1208112.7520	553298.8390	
WF/A-49	1208117.8030	553321.2850	
WF/A-50	1208104.9130	553330.3330	
WF/A-51	1208095.8490	553311.1310	
WF/A-52	1208140.9670	553251.1060	
WF/A-53	1208094.5240	553250.9210	
WF/A-54	1207996.0980	553239.4550	
WF/A-55	1207941.8430	553239.6700	
WF/A-56	1207922.9160	553283.1370	
WF/A-57	1207918.0640	553384.1460	
WF/A-58	1207937.8900	553444.3820	
WF/A-59	1207942.8790	553489.1940	
WF/A-60	1207910.0270	553556.5870	
WF/A-61	1207895.8080	553555.2260	
WF/A-62	1207889.7800	553528.9080	

Wetland Point Table			
Flag #	Northing	Easting	
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Altamonte Springs, Florida 32701
Phone: (321) 270-0440

East Florida
4152 West Blue Heron Blvd
Suite 105
Riviera Beach, Florida 33404
Phone: (561) 444-2720

Specific Purpose Survey
Wetland Delineation Survey (Not A Boundary Survey)

PREPARED FOR:
Eisenhower Property Group
LOCATED IN:
Section 28 & 33, Township 32 S., Range 20 E.
Hillsborough County, Florida

See Sheet 1 for
Certifications,
Signature, & Revisions.
Not valid without all Sheets

SHEET: 09 of 12

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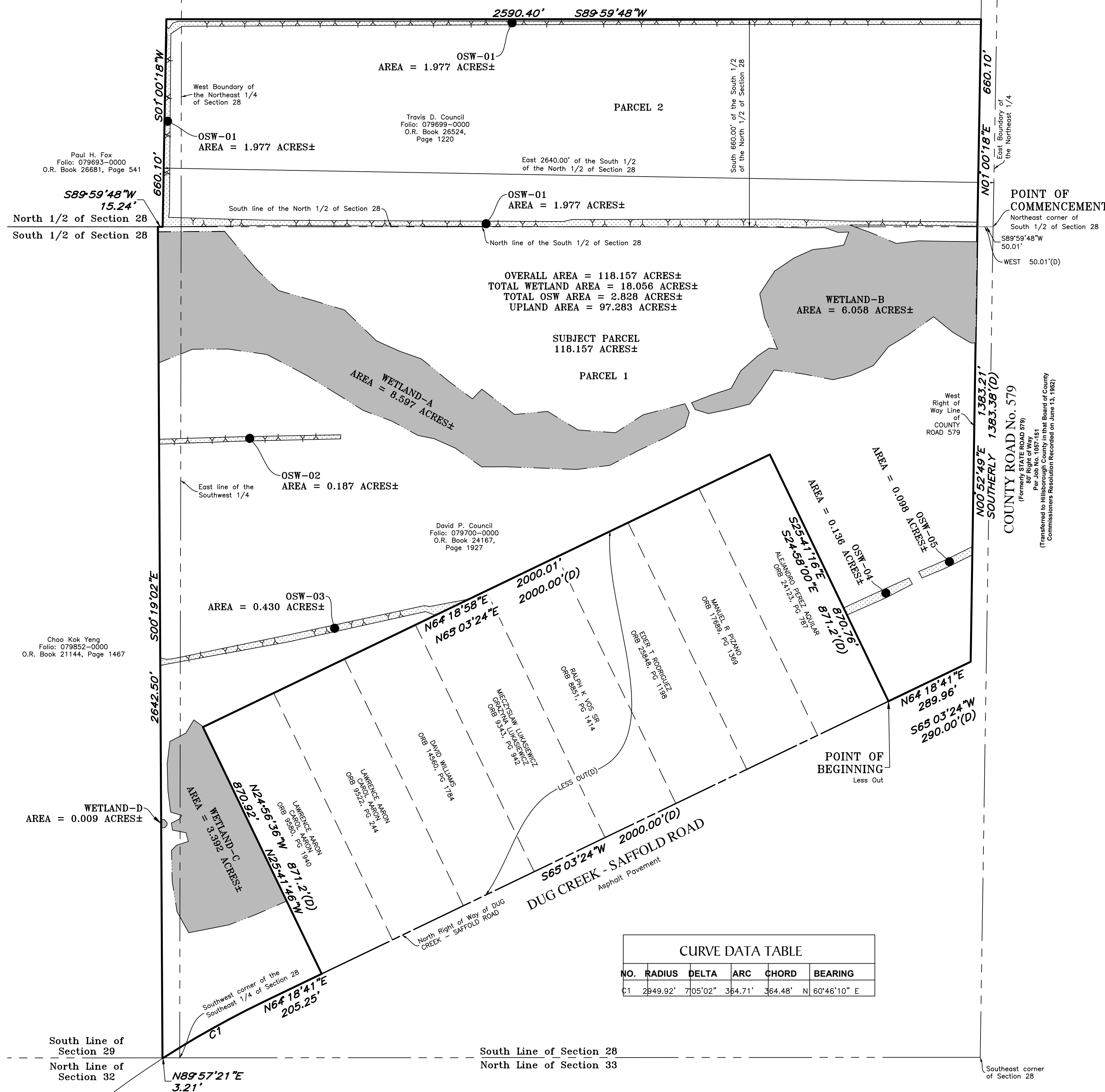
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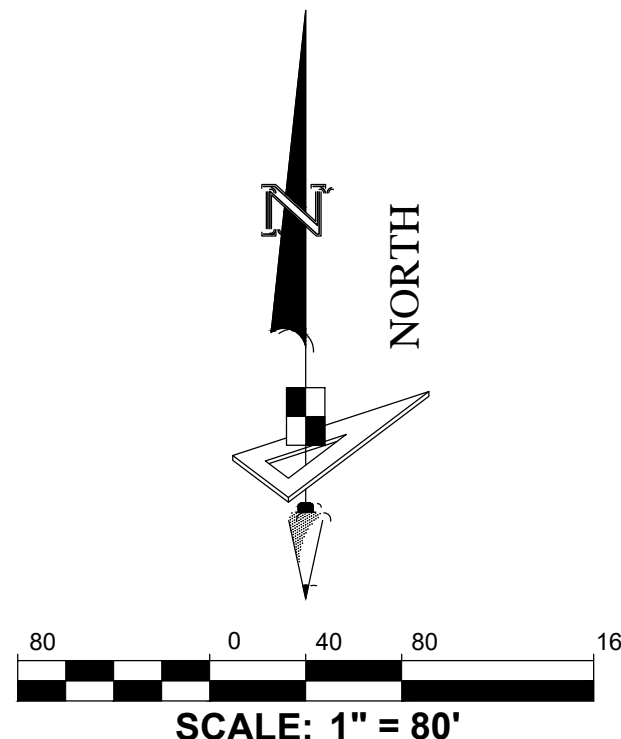
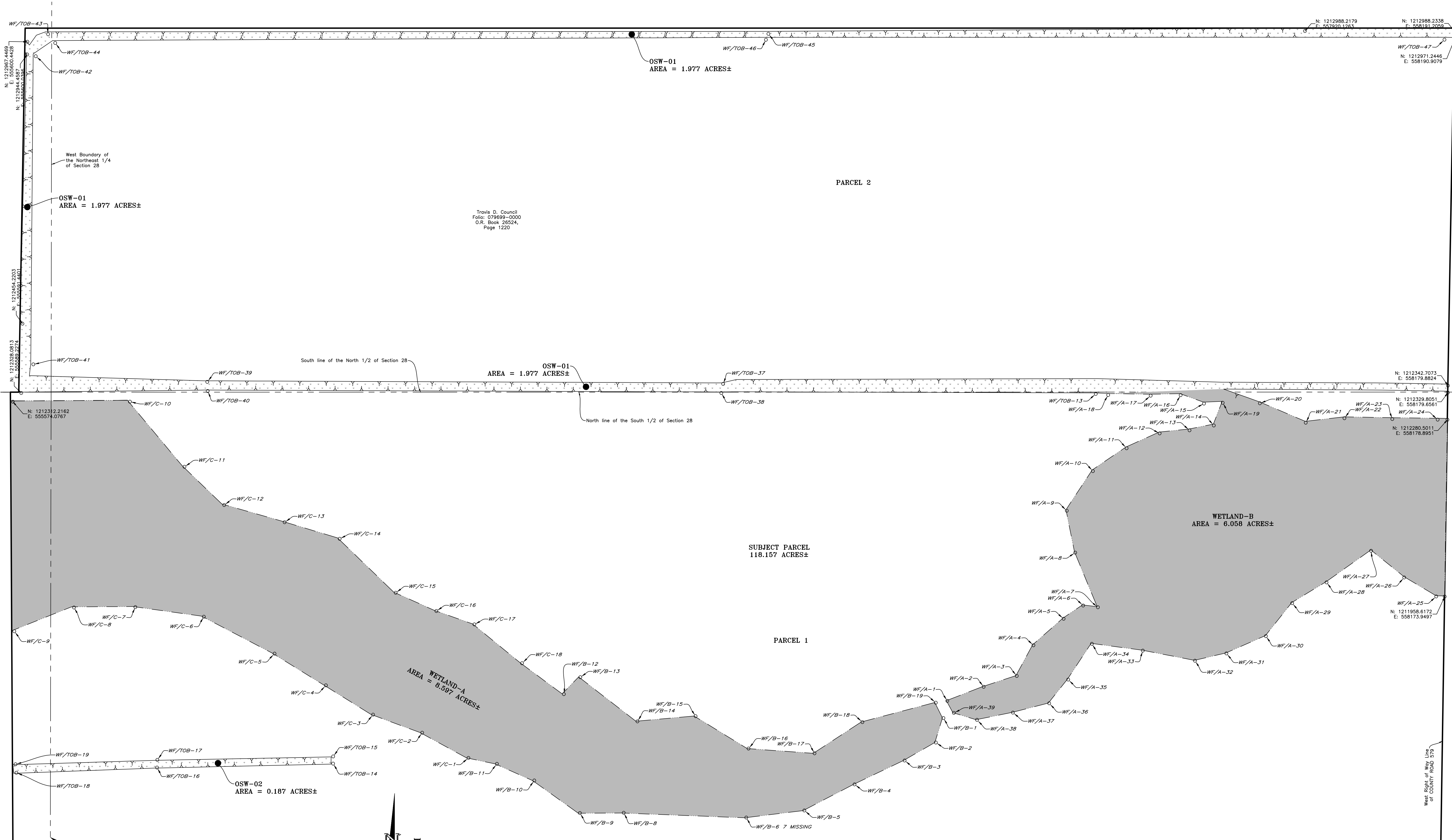
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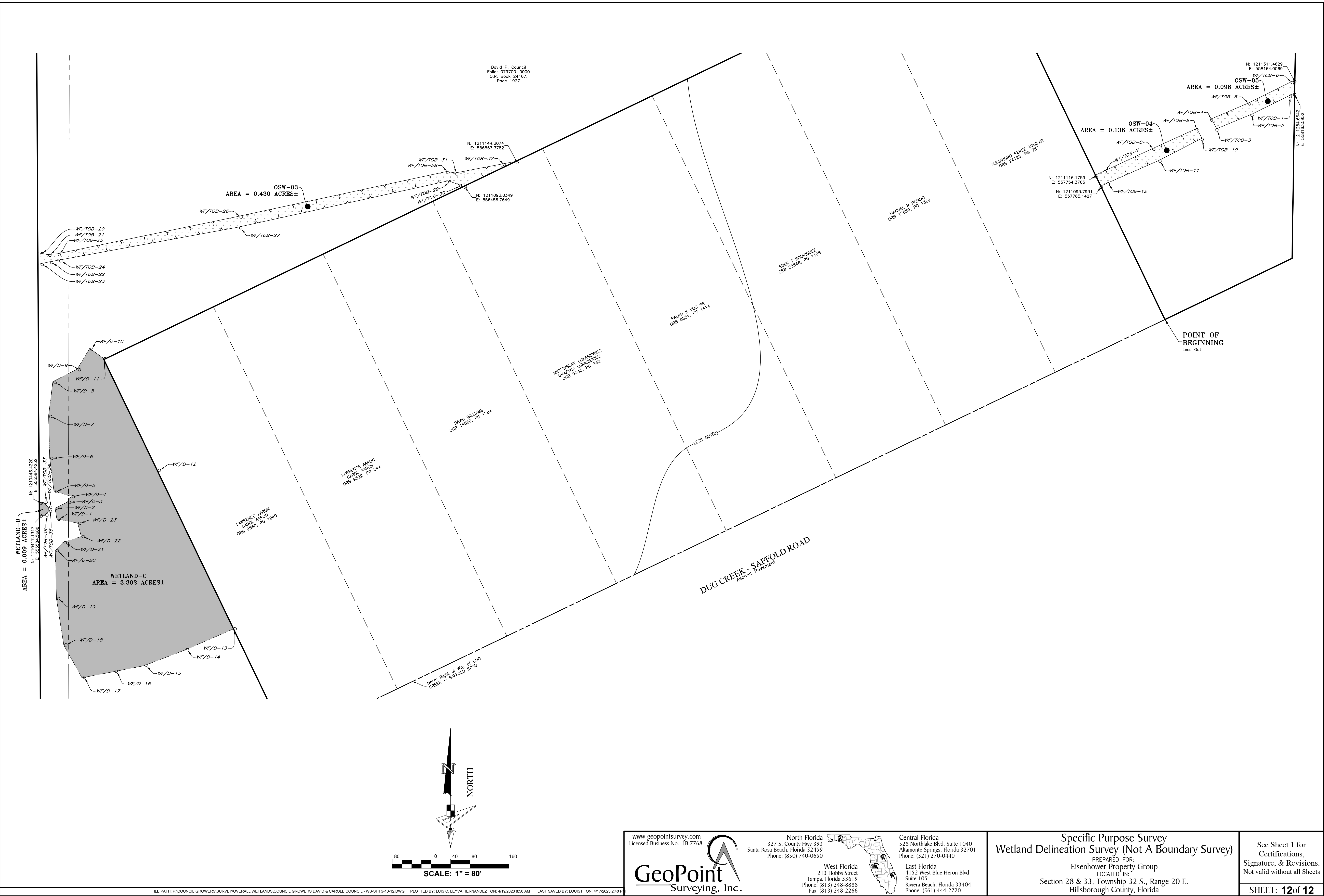
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CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	2949.92'	7°05'02"	364.71'	364.48' N	60°46'10" E



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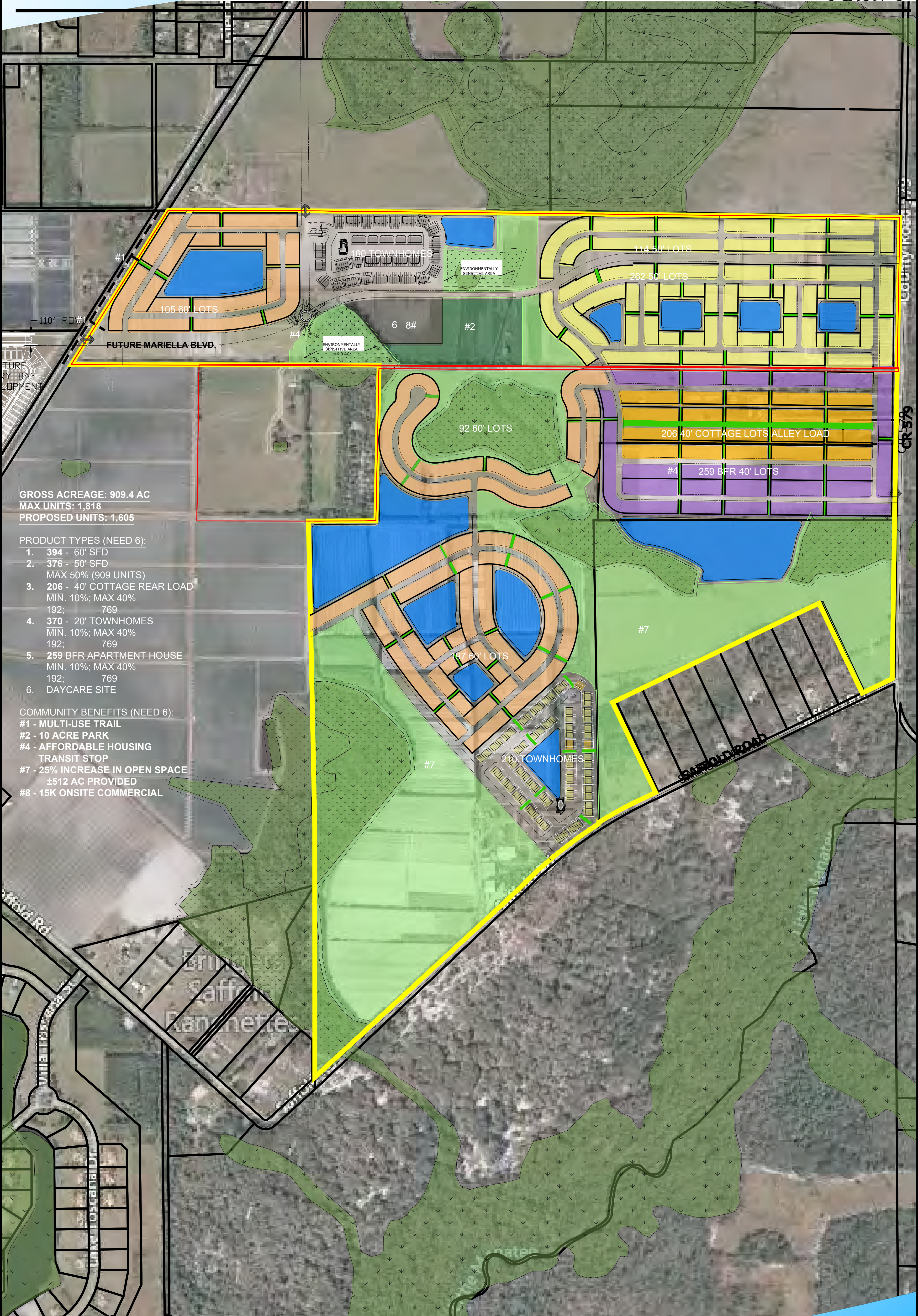


Berry Bay II CDD
Master Report of the District Engineer
January 4, 2024

Appendix B CONCEPTUAL SITE PLAN

COUNCIL GROWERS

CONCEPTUAL SITE PLAN F



SCALE
0 400 800

HILLSBOROUGH COUNTY



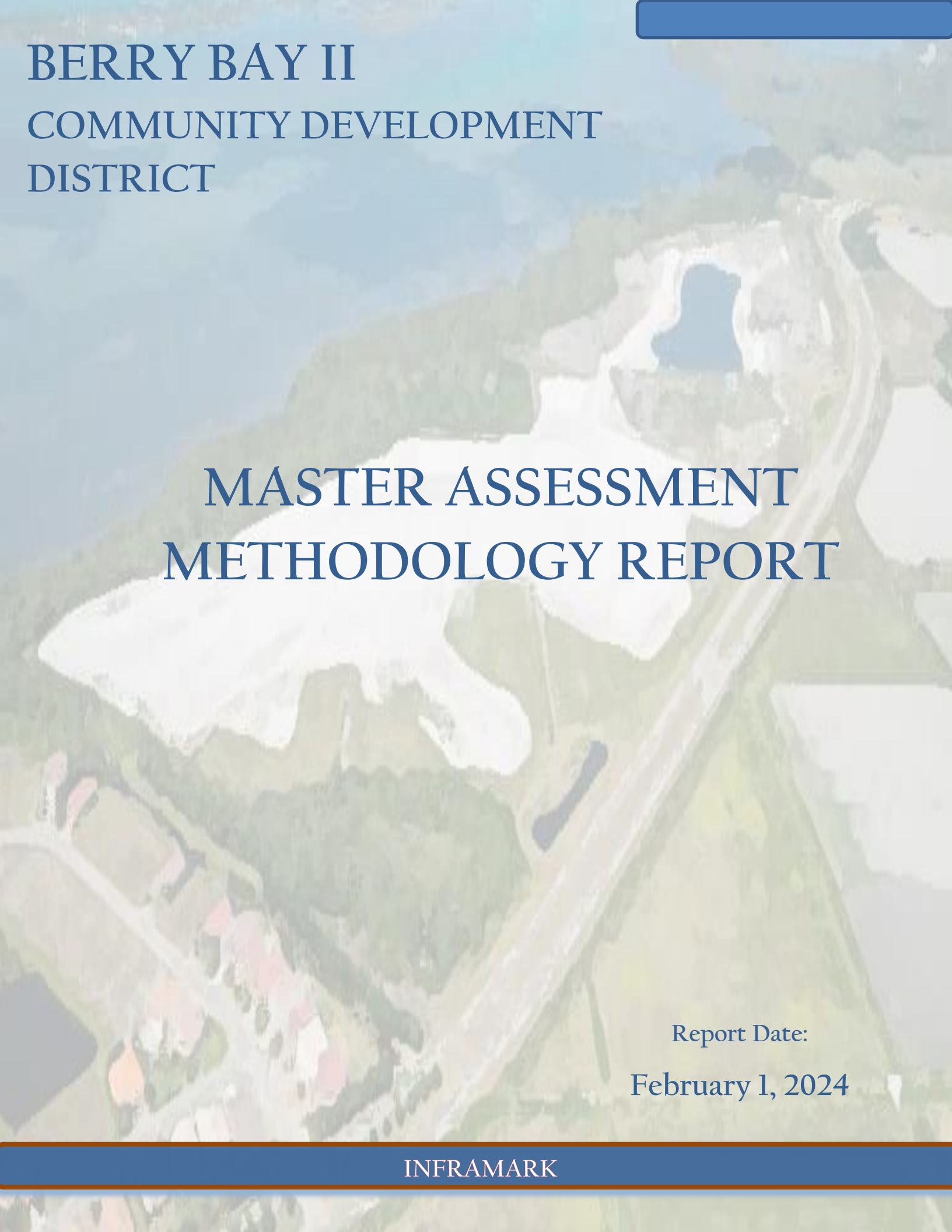
Berry Bay II CDD
Master Report of the District Engineer
January 4, 2024

Appendix C CONSTRUCTION COST ESTIMATE OF PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

BERRY BAY II
COMMUNITY DEVELOPMENT DISTRICT
CDD ASSESSMENT ANALYSIS

TOTAL ELIGIBLE INFRASTRUCTURE COST DETAIL

DESCRIPTION	TOTAL ELIGIBLE PROJECT COSTS
Parks & Recreation	\$ 3,370,500
Collector Roads	\$ 12,358,500
Local Roads	\$ 8,988,000
Stormwater Management	\$ 28,087,500
Utilities, Sewer & Water	\$ 22,470,000
Hardscape/Landscape/Irrigation	\$ 14,605,500
Professional Services/Contingencies	\$ 22,470,000
TOTAL	\$ 112,350,000



BERRY BAY II

COMMUNITY DEVELOPMENT
DISTRICT

MASTER ASSESSMENT METHODOLOGY REPORT

Report Date:

February 1, 2024

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I. REPORT OBJECTIVE

This Master Assessment Methodology Report (the “Master Report”) details the basis of the benefit allocation and assessment methodology to support the financing plan to complete the public infrastructure required within the Berry Bay II Community Development District (the “District”). The private assessable lands (“Assessable Property”) benefitting from the public infrastructure are generally described within Exhibit A of this Master Report and further described within the Engineer’s Report, dated January 4, 2024 (the “Engineer’s Report”). The objective of this Master Report is to:

1. Identify the District’s capital improvement program (“CIP”) for the project to be financed, constructed and/or acquired by the District; and
2. Determine a fair and equitable method of spreading the associated costs to the benefiting Assessable Property within the District pre- and post-development completion; and
3. Provide a basis for the placement of a lien on the Assessable Property within the District benefitting from the CIP, as outlined by the Engineer’s Report.

The basis of benefit received by Assessable Property relates directly to the proposed CIP. It is the District’s CIP that will create the public infrastructure that enables Assessable Property within the District to be developed and improved under current allowable densities. The CIP includes water management and control, water supply, sewer and wastewater management, roads, parks and recreation, and landscaping/hardscaping/irrigation. The Engineers Report identified estimated cost to complete the CIP, inclusive of associated “soft costs” such as legal/engineering services with contingencies to account for commodity and service market fluctuations. This report will further address additional financing costs associated with funding the CIP. Without the required improvements in the CIP, the development of the Assessable Property could not be undertaken within the current development standards. The main objective of this Master Report is to establish a basis on which to quantify and allocate the special benefit provided by the CIP proportionally to the Assessable Property within the District. A detailed allocation methodology and finance plan will be utilized to equitably distribute CIP costs upon the Assessable Property within the District based upon the level of proportional benefit received.

This Master Report outlines the assignment of benefit, assessment methodology and financing structure for bonds to be issued by the District. As a result of the methodology application, the maximum long-term assessment associated with the current CIP is identified. The District will issue Special Assessment Bonds (the “Bonds”), in one or more series consisting of various amounts of principal debt and maturities to finance the construction and/or acquisition of all or a portion of the CIP.

It is anticipated that the methodology consultant will prepare individual supplemental reports applying the allocation methodology contained herein for the imposition and collection of long-term special assessments on a first platted, first assigned basis for repayment of a specific series of Bonds. The methodology consultant may distribute supplemental reports in connection with updates and/or revisions to the finance plan. Such

supplemental reports will be created to stipulate amended terms, interest rates, developer contributions if any, issuance costs and will detail the resulting changes in the level of funding allocated to the various trust accounts and subaccounts. The Bonds will be repaid from and secured by non-ad valorem assessments levied on those Assessable Properties benefiting from the public improvements within the District. Non-ad valorem assessments will be levied each year to provide the funding necessary to pay debt service on the Bonds and to fund operations and maintenance costs related to the capital improvements maintained by the District.

In summary, this Master Report will determine the benefit, apportionment and financing structure for the Bonds to be issued by the District in accordance with Chapters 170, 190 and 197, Florida Statutes, as amended, to establish a basis for the levying and collecting of special assessments based on the benefits received and is consistent with our understanding and experience with case law on this subject.

II. DEFINED TERMS

“Assessable Property:” – All private property within the District that receives a special benefit from the CIP.

“Capital Improvement Program” (CIP) – The public infrastructure development program as outlined by the Master Report of the District Engineer dated January 4, 2024.

“Developer” – 301 Wimauma LLC.

“Development Plan” – The end-use configuration of Platted Units and Product Types for Unplatted Parcels within the District.

“District” – Berry Bay II Community Development District, encompasses 635.668 +/- acres, in Hillsborough County, Florida.

“Engineer Report” – Master Report of the District Engineer, dated January 4, 2024.

“Equivalent Assessment Unit” (EAU) – A weighted value assigned to dissimilar residential lot product types to differentiate the assignment of benefit and lien values.

“Maximum Assessments” – The maximum amount of special assessments and liens to be levied against benefiting assessable properties.

“Platted Units” – Private property subdivided as a portion of gross acreage under the platting process.

“Product Type” – Classification assigned by the District Engineer to dissimilar lot products for the development of vertical construction, determined in part due to differentiated sizes, setbacks, and other factors.

“Unplatted Parcels” – Gross acreage intended for subdivision and platting under the Development Plan.

III. DISTRICT OVERVIEW

The District is located entirely within Hillsborough County and covers approximately 635.668 acres. The site is located in an area encompassed by U.S. HWY 301 to the West, S. County Road to the East, Saffold Road to the South, and State Road 674 to the North. The primary developer of the Assessable Properties is 301 Wimauma LLC, (the “Developer”), who has created the overall development plan as outlined and supported by the Engineer’s Report. The development plan for the District consists of approximately 1,605 single-family lots. The public improvements as described in the Engineer’s Report include, but are not limited to, water management and control, water supply, sewer and wastewater management, roads, parks and recreation, and landscaping, hardscaping, and irrigation.

IV. CAPITAL IMPROVEMENT PROGRAM

The District and Developer are undertaking the responsibility of providing the public infrastructure necessary to develop the District’s CIP. As designed, the CIP is an integrated system of facilities. Each infrastructure facility works as a system to provide special benefit to District lands, i.e.: all benefiting landowners of the Assessable Property within the District benefit the same from the first few feet of infrastructure as they do from the last few feet. The CIP costs within Table 1 of this Master Report reflect cost as further detailed within the Engineer’s Report, these costs are exclusive of any financing related costs.

V. FINANCING INFORMATION

The District intends to finance only a portion of the CIP through the issuance of the Bonds; however this report assumes the financing of 100% of the improvements to identify the full benefit and potential. As the Bonds will be issued in one or more series, the Bonds will be sized at an amount rounded to the nearest \$5,000 and will include items such debt service reserves, capitalized interest, and issuance costs.

For purposes of the Master Report, conservative allowances have been made for a debt service reserve, capitalized interest, issuance costs, and collection cost as shown on Table 5. The methodology consultant will issue supplemental report(s) which outline the provisions specific to each bond issue with the application of the assessment methodology contained herein. The supplemental report(s) will detail the negotiated terms, interest rates and costs associated with each series of Bonds representing the market rate at that point in time. The supplemental reports will outline any Developer contributions towards the completion of the CIP applied to prepay any assessments on any one or collective Assessable Properties within the District. The supplemental report(s) will also detail the level of funding allocated to the construction/acquisition account, the debt service reserve account, underwriter’s discount, issuance and collection costs. Additionally, the supplemental report(s) will apply the principles set forth in the Master Report to determine the specific assessments required to repay the Bonds.

VI. ALLOCATION METHODOLOGY

The CIP benefits all Assessable Property within the District proportionally. The level of relative benefit can be compared through the use of defining “equivalent” units of measurement by product type to compare dissimilar development product types. This is accomplished through determining an estimate of the relationship between the product types, based on a relative benefit received by each product type from the CIP. The use of Equivalent Assessment Unit (EAU) methodologies is well established as a fair and reasonable proxy for estimating the benefit received by private benefiting properties. One (1) EAU has been assigned to the 40’ residential use product type as a baseline, with a proportional increase and/or decrease relative to the other planned residential product types and sizes. Table 2 outlines EAUs assigned for residential product types under the current Development Plan. If future assessable property is added or product types are contemplated, this Report will be amended to reflect such change.

The method of benefit allocation is based on the special benefit received from infrastructure improvements relative to the benefiting Assessable Property by use and size in comparison to other Assessable Property within the District. According to F.S. 170.02, the methodology by which special assessments are allocated to specifically benefited property must be determined and adopted by the governing body of the District. This alone gives the District latitude in determining how special assessments will be allocated to specific Assessable Property. The CIP benefit and special assessment allocation rationale is detailed herein and provides a mechanism by which these costs, based on a determination of the estimated level of benefit conferred by the CIP, are apportioned to the Assessable Property within the District for levy and collection. The allocation of benefits and Maximum Assessments associated with the CIP are demonstrated on Table 3 through Table 6. The Developer may choose to pay down or contribute infrastructure on a portion or all of the long-term assessments as evaluated on a per parcel basis, thereby reducing the annual debt service assessment associated with any series of Bonds.

VII. DETERMINATION OF SPECIAL ASSESSMENT

There are three main requirements for valid special assessments. The first requirement demands that the improvements to benefited properties, for which special assessments are levied, be implemented for an approved and assessable purpose (F.S. 170.01). As a second requirement, special assessments can only be levied on those properties specially benefiting from the improvements (F.S. 170.01). Thirdly, the special assessments allocated to each benefited property cannot exceed the proportional benefit to each parcel (F.S. 170.02).

The District’s CIP contains a “system of improvements” including the funding, construction and/or acquisition of off-site improvements, stormwater management, utilities (water and sewer), roadways, landscape/hardscape and amenities; all of which are considered to be for an approved and assessable purpose (F.S. 170.01) which satisfies the first requirement for a valid special assessment, as described above.

Additionally, the improvements will result in all Assessable Property within the District receiving a direct and specific benefit, thereby making those properties legally subject to assessments (F.S. 170.01), which satisfies

the second requirement, above. Finally, the specific benefit to the Assessable Property is equal to or exceeds the cost of the assessments levied on the Assessable Property (F.S. 170.02), which satisfies the third requirement, above.

The first requirement for determining the validity of a special assessment is plainly demonstrable; eligible improvements are found within the list provided in F.S. 170.01. However, the second and third requirements for a valid special assessment require a more analytical examination. As required by F.S. 170.02, and described in the preceding section entitled “Allocation Methodology,” this approach involves identifying and assigning value to specific benefits being conferred upon the various Assessable Property, while confirming the value of these benefits exceed the cost of providing the improvements. These special benefits include, but are not limited to, the added use of the property, added enjoyment of the property, probability of decreased insurance premiums and the probability of increased marketability and value of the property.

The determination has been made that the duty to pay the non-ad valorem special assessments is valid based on the special benefits imparted upon the various Assessable Property. These benefits are derived from the acquisition and/or construction of the District’s CIP. The allocation of responsibility for payment of the on the Bonds has been apportioned according to reasonable estimates of the special benefits provided consistent with each land use category. Accordingly, no acre or parcel of property within the boundary of the properties will be assessed for the payment of any non-ad valorem special assessment greater than the determined special benefit particular to that parcel of the District.

Property within the District that currently is not, or upon future development, will not be subject to the special assessments include publicly owned (State/County/City/CDD) tax-exempt parcels such as: lift stations, road rights-of-way, waterway management systems, common areas, and certain lands/amenities owned by HOA(s). To the extent it is later determined that a property no longer qualifies for an exemption, assessments will be apportioned and levied based on an EAU factor proportionate to acreage density as demonstrated in other use EAU assignment..

VIII. ASSIGNMENT OF MAXIMUM ASSESSMENTS

This section sets out the manner in which special assessments will be assigned to the Assessable Property within the District. In general, the assessments will initially be assigned on a gross acreage basis, gradually absorbed and assigned on a first platted, first assigned priority.

It is useful to consider three distinct states or conditions of development within a community. The initial condition is the “undeveloped state.” At this point the infrastructure may or may not be installed but none of the units in the development program have been platted. This condition exists when the infrastructure program is financed prior to any development. While the land is in an “undeveloped state,” special assessments will be assigned on an equal acre basis across all of the gross acreage within each phase, relative to the special assessment lien levied as identified within Exhibit “A” of this Master Report. Debt will not be solely assigned to properties

within each phase which have development rights, but will be assigned to undevelopable properties to ensure integrity of development plans, rights and entitlements.

The second condition is “on-going development”. At this point, if not already in place, the installation of infrastructure has begun. Additionally, the development program has started to take shape. As lands subject to special assessments within each phase are platted and fully-developed, they are assigned specific assessments in relation to the estimated benefit that each unit receives from the CIP, with the balance of the debt assigned on a per acre basis as described in the preceding paragraph. This generally describes the flow for a “first platted, first assigned basis” of assessments against product types per parcel. Therefore each fully-developed, platted unit would be assigned a par debt assessment as set forth in Table 6. It is not contemplated that any unassigned debt would remain once all of the lots associated with the improvements are platted and fully-developed; if such a condition was to occur; the true-up provisions in section IX of this Master Report would be applicable.

The third condition is the “completed development state.” In this condition the entire development program for the District has been platted and the total par value of the Bonds has been assigned as specific assessments to each of the platted lots within each phase of the District based on the methodology described herein.

IX. TRUE-UP MODIFICATION

During the construction period of phases of development, it is possible that the number of residential units built may change, thereby necessitating a modification to the per unit allocation of assessment principal. In order to ensure the District’s debt does not build up on the unplatted land, the District shall apply the following test as outlined within this “true up methodology”.

The debt per acre remaining on the unplatted developable land within the District is never allowed to increase above its ceiling debt per acre. The ceiling level of debt per acre is calculated as the total amount of debt for each Bond issue divided by the number of developable acres encumbered by those Bonds. Thus, every time the test is applied, the debt encumbering the remaining un-platted developable acres must remain equal to, or lower than the ceiling level of debt per acre as established by Exhibit A.

True-up tests shall be performed upon the acceptance of each recorded plat submitted to subdivide developed lands within the District. If upon the completion of any true-up analyses it is found that the debt per gross acre exceeds the established maximum ceiling debt per acre, or there is not sufficient development potential in the remaining acreage in the District to produce the densities required to adequately service Bond debt, the District would require the immediate remittance of a density reduction payment, plus accrued interest as applicable in an amount sufficient to reduce the remaining debt per acre to the ceiling amount per acre, thus allow the remaining gross acreage to adequately service bond debt upon planned development. The final test shall be applied at the platting of 100% of the development units within each phase of the District. Should additional coverage be identified at or prior to the final true up as a result of changes in the development plan, the District

will reserve the right to either use excess to issue more debt or pay down the existing principal amounts within outstanding Bonds proportionally.

True-up payment provisions may be suspended if the landowner can demonstrate, to the reasonable satisfaction of the District and bondholders, that there is sufficient development potential in the remaining acreage within the District to produce the densities required to adequately service Bond debt. The Developer and District will enter into a true-up agreement to evidence the obligations described in this Section VIII.

All assessments levied run with the land and it is the responsibility of the District to enforce the true-up provisions and collect any required true-up payments due. The District will not release any liens on property for which true-up payments are due, until provision for such payment has been satisfactorily made.

X. ADDITIONAL STIPULATIONS

Inframark was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. Inframark makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Inframark does not represent the District as a Municipal Advisor or Securities Broker nor is Inframark registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Inframark does not provide the District with financial advisory services or offer investment advice in any form.

TABLE 1

BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT CDD ASSESSMENT ANALYSIS	
TOTAL ELIGIBLE INFRASTRUCTURE COST DETAIL	
DESCRIPTION	TOTAL ELIGIBLE PROJECT COSTS
Parks & Recreation	\$3,370,500
Collector Roads	\$12,358,500
Local Roads	\$8,988,000
Stormwater Management	\$28,087,500
Utilities, Sewer & Water	\$22,470,000
Hardscape/Landscape/Irrigation	\$14,605,500
Professional Services/Contingencies	\$22,470,000
TOTAL	\$112,350,000

TABLE 2

BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT CDD ASSESSMENT ANALYSIS				
PROJECT STATISTICS				
PRODUCT	LOT SIZE (1)	UNITS	PER UNIT EAU ⁽²⁾	TOTAL EAUs
Multi-Family		181	0.75	135.75
Townhomes		189	0.75	141.75
Single Family 40'	40	465	1.00	465.00
Single Family 50'	50	376	1.25	470.00
Single Family 60'	60	394	1.50	591.00
TOTAL		1,605		1,803.50
⁽¹⁾ Estimated Front Footage				
⁽²⁾ Equivalent Assessment Unit				

TABLE 3

DEVELOPMENT PROGRAM COST/CIP NET BENEFIT ANALYSIS		
INFRASTRUCTURE CIP COSTS		\$112,350,000
	EAUs	1,803.50
TOTAL CIP COST/BENEFIT PER EAU		\$62,296
Notations: 1) Benefit is equal to or greater than cost as assigned per Equivalent Assessment Unit ("EAU") as described above.		

TABLE 4

DEVELOPMENT PROGRAM *NET* COST/BENEFIT ANALYSIS					
PRODUCT TYPE	EAU FACTOR	PRODUCT COUNT	EAUs	NET BENEFIT	
				PER PRODUCT TYPE	PER PRODUCT UNIT
Multi-Family	0.75	181	135.75	\$8,456,619	\$46,722
Townhomes	0.75	189	141.75	\$8,830,392	\$46,722
Single Family 40'	1.00	465	465.00	\$28,967,424	\$62,296
Single Family 50'	1.25	376	470.00	\$29,278,902	\$77,869
Single Family 60'	1.50	394	591.00	\$36,816,662	\$93,443
Total		1,605	1,803.50	\$112,350,000	
Notations: 1) Table 4 determines only the benefit of construction cost, net of finance and other related costs.					

TABLE 5

BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT CDD ASSESSMENT ANALYSIS		
FINANCING INFORMATION - LONG TERM BONDS		
Coupon Rate ⁽¹⁾		8.00%
Term (Years)		32
Principal Amortization Installments		30
ISSUE SIZE		\$173,300,000
Construction Fund		112,350,000
Capitalized Interest (Months)	36	41,592,000
Debt Service Reserve Fund	100%	15,393,794
Underwriter's Discount	2%	3,466,000
Cost of Issuance		500,000
Rounding		(1,794)
ANNUAL ASSESSMENT		
Annual Debt Service (Principal plus Interest)		\$15,393,794
Collection Costs and Discount:	6.00%	\$982,583
TOTAL ANNUAL ASSESSMENT		\$16,376,377
⁽¹⁾ Based on average interest rate, subject to change based on market conditions.		
⁽²⁾ Based on capitalized interest 36 months.		

TABLE 6

BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT CDD ASSESSMENT ANALYSIS								
ALLOCATION METHODOLOGY - LONG TERM BONDS ⁽¹⁾								
PRODUCT	PER UNIT EAU	TOTAL EAUs	% OF EAUs	UNITS	PRODUCT TYPE		PER UNIT	
					TOTAL PRINCIPAL	ANNUAL ASSMT. ⁽²⁾	TOTAL PRINCIPAL	ANNUAL ASSMT. ⁽²⁾
Multi-Family	0.75	135.75	7.5%	181	\$13,044,344	\$1,232,655	\$72,068	\$6,810
Townhomes	0.75	141.75	7.9%	189	\$13,620,890	\$1,287,137	\$72,068	\$6,810
Single Family 40'	1.00	465.00	25.8%	465	\$44,682,284	\$4,222,354	\$96,091	\$9,080
Single Family 50'	1.25	470.00	26.1%	376	\$45,162,739	\$4,267,756	\$120,114	\$11,350
Single Family 60'	1.50	591.00	32.8%	394	\$56,789,742	\$5,366,476	\$144,136	\$13,620
TOTAL		1,803.50	100.0%	1,605	173,300,000	16,376,377		

⁽¹⁾ Allocation of total bond principal (i.e., assessment) based on equivalent assessment units. Individual principal and interest assessments calculated on a per unit basis. 36 month Capitalized Interest Period.

⁽²⁾ Includes principal, interest and collection costs.

EXHIBIT A

The maximum par amount of Bonds that may be borrowed by the District to pay for the public capital infrastructure improvements is \$173,300,000.00 payable in 30 annual installments of principal of \$24,216.72 per gross acre. The maximum par debt is \$272,626.59 per gross acre and is outlined below.

All lots within the District have been platted, the Assessment Roll Detail is located in Exhibit B, below represents the summary of assessments for the lot owners within the CDD.

ASSESSMENT ROLL			
TOTAL ASSESSMENT: <u>\$173,300,000.00</u>			
ANNUAL ASSESSMENT: <u>\$15,393,794.21</u> - (30 Installments)			
TOTAL GROSS ASSESSABLE ACRES +/-: <u>635.668</u>			
TOTAL ASSESSMENT PER ASSESSABLE GROSS ACRE: <u>\$272,626.59</u>			
ANNUAL ASSESSMENT PER GROSS ASSESSABLE ACRE: <u>\$24,216.72</u> (30 Installments)			
Landowner Name, Legal Description & Address	Gross Unplatted Assessable Acres	PER PARCEL ASSESSMENTS	
		Total PAR Debt	Total Annual
(1) 301 Wimauma, LLC III S. Armenia Ave., Ste. # 201 Tampa, FL 33609 See Attached Folio/Lot Detail	635.668	\$173,300,000.00	\$15,393,794.21
Totals:	<u>635.668</u>	<u>\$173,300,000.00</u>	<u>\$15,393,794.21</u>

Exhibit B

Parcel 1

DESCRIPTION: A parcel of land lying in Section 28, Township 32 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 28, run thence N 89°22'04" W, a distance of 50.00 feet to the **POINT OF BEGINNING**; thence S 01°00'18" W, a distance of 1323.15 feet; thence N 89°40'52" W, a distance of 5146.23 feet; thence N 89°47'05" W, a distance of 2064.77 feet to the Easterly Right-of-Way of the Seaboard Coast Line Railroad.; thence along said Railroad Right-of-Way N 32°11'49" E, a distance of 1589.73 feet; thence S 89°56'45" E, a distance of 1190.45 feet; thence S 89°21'44" E, a distance of 2623.06 feet; thence S 89°22'04" E, a distance of 2573.85 feet to the **POINT OF BEGINNING**.

Containing 209.198 acres, more or less.

Together With:

Parcel 2

DESCRIPTION: A parcel of land lying in Section 28, Township 32 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of the said Section 28, run thence S 01°00'18" W, a distance of 1352.88 feet; thence N 89°40'52" W, a distance of 50.00 feet to the West Right-of-Way Line of County Road 579 and the **POINT OF BEGINNING**; thence along said Right-of-Way S 01°00'18" W, a distance of 1293.16 feet; thence S 00°52'49" W, a distance of 1383.21 feet to the North Right-of-Way of Dug Creek-Saffold Road; thence along said Right-of-Way S 64°18'41" W, a distance of 289.96 feet; thence N 25°41'16" W, a distance of 870.76 feet; thence S 64°18'58" W, a distance of 2000.01 feet; thence S 25°41'46" E, a distance of 870.92 feet to the aforesaid North Right-of-Way of Dug Creek-Saffold Road; thence along said Right-of-Way S 64°18'41" W, a distance of 205.25 feet; thence Southwesterly, 364.71 feet along the arc of a tangent curve to the left having a radius of 2949.92 feet and a central angle of 07°05'02" (chord bearing S 60°46'10" W, 364.48 feet); thence S 89°57'21" W, a distance of 3.21 feet; thence S 00°19'02" E, a distance of 2.06 feet; thence Southwesterly, 511.54 feet along the arc of a non-tangent curve to the left having a radius of 2949.92 feet and a central angle of 09°56'08" (chord bearing S 52°11'09" W, 510.90 feet); thence S 47°11'23" W, a distance of 500.15 feet; thence S 47°34'52" W, a distance of 1206.83 feet; thence S 47°13'24" W, a distance of 1089.03 feet; thence leaving aforesaid Right-of-Way of Dug Creek-Saffold Road along the West Line of Section 33, N 00°45'51" W, a distance of 2207.24 feet to the Southwest corner of aforesaid Section 28; thence along the West line of said Section 28, N 00°18'48" W, a distance of 2644.16 feet to the Northwest corner of the South 1/2 of said Section 28; thence along the South boundary of the North 1/2 of said Section 28, N 89°59'48" E, a distance of 580.30 feet; thence N 01°00'18" E, a distance of 1318.56 feet; thence S 89°40'52" E, a distance of 4515.03 feet to the **POINT OF BEGINNING**.

Containing 426.470 acres, more or less.

Total of 635.668 acres

RESOLUTION 2024-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF COLLECTION FOR ANY NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED NOW OR IN THE FUTURE BY THE DISTRICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Berry Bay II Community Development District (the “**District**”) is a local unit of special-purpose government that was established pursuant to the provisions of Chapter 190, Florida Statutes (the “**Act**”);

WHEREAS, the Act authorizes the Board of Supervisors of the District (the “**Board**”) to levy non-ad valorem special assessments for the purposes authorized by the Act and Chapter 170, Florida Statutes (“**Special Assessments**”) using the procedures provided in the Act, Chapter 170, and Chapter 197, Florida Statutes;

WHEREAS, the Board levied and/or may need to levy Special Assessments in the future to provide necessary funds: (1) for the administrative operations of the District, (2) to construct or acquire any facilities and projects of the District, (3) to maintain and preserve any facilities and projects of the District, and (4) to enable the District to provide any other services authorized by law;

WHEREAS, the Act authorizes the District, at its sole discretion, to collect and enforce its Special Assessments pursuant to the provisions of the Act, Sections 197.3631, 197.3632, and 197.3635, Chapter 170, or Chapter 173, Florida Statutes;

WHEREAS, Section 197.3632, Florida Statutes authorizes the District to use the uniform method of collection (the “**Uniform Method of Collection**”) to collect its Special Assessments if the District certifies its non-ad valorem assessment roll to the Tax Collector of Hillsborough County, which enables the Special Assessments, or the portion thereof that is certified, to be collected on the annual tax bill and enforced pursuant to Florida law;

WHEREAS, the Board finds that use of the Uniform Method of Collection can result in the more efficient and effective collection and enforcement of certain Special Assessments levied by the District which are certified for collection using the Uniform Method of Collection; and

WHEREAS, in accordance with the requirements of Section 197.3632, Florida Statutes, the Board caused notice of a public hearing on its intent to use the Uniform Method of Collection to be advertised weekly in a newspaper of general circulation within Hillsborough County for 4 consecutive weeks prior to such hearing and held the public hearing prior to the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

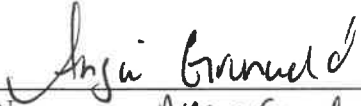
1. The above recitals are true and correct and by this reference are incorporated as a material part of this Resolution.

2. The Board hereby expresses its intent to use the Uniform Method of Collection for any Special Assessments levied by the Board, now and in the future, on any properties within the boundaries of the District pursuant to the legal description included in **Exhibit A**, attached hereto and incorporated herein.
3. The Special Assessments, which may be collected annually pursuant to the provisions of the Act, and the District's use of the Uniform Method of Collection may continue in any given year when the Board determines that use of the Uniform Method of Collection for that year is in the best interests of the District.
4. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Hillsborough County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.
5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
6. This Resolution shall become effective upon its adoption and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED ON MARCH 7, 2024.

ATTEST:

**BERRY BAY II COMMUNITY
DEVELOPMENT DISTRICT**


Name: Angie Grunwald
Secretary/ Assistant Secretary


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

Exhibit A: Legal Description of District Boundaries

Description Sketch (Not A Survey)

Exhibit "A"

Parcel 1

DESCRIPTION: A parcel of land lying in Sections 28 and 29, Township 32 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 28, run thence N 89°22'04" W, a distance of 50.00 feet to the **POINT OF BEGINNING**; thence S 01°00'18" W, a distance of 1323.15 feet; thence N 89°40'52" W, a distance of 5146.23 feet; thence N 89°47'05" W, a distance of 2064.77 feet to the Easterly Right-of-Way of the Seaboard Coast Line Railroad.; thence along said Railroad Right-of-Way N 32°11'49" E, a distance of 1589.73 feet; thence S 89°56'45" E, a distance of 1190.45 feet; thence S 89°21'44" E, a distance of 2623.06 feet; thence S 89°22'04" E, a distance of 2573.85 feet to the **POINT OF BEGINNING**.

Containing 209.198 acres, more or less.

Together With:

Parcel 2

DESCRIPTION: A parcel of land lying in Sections 28 and 33, Township 32 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of the said Section 28, run thence S 01°00'18" W, a distance of 1352.88 feet; thence N 89°40'52" W, a distance of 50.00 feet to the West Right-of-Way Line of County Road 579 and the **POINT OF BEGINNING**; thence along said Right-of-Way S 01°00'18" W, a distance of 1293.16 feet; thence S 00°52'49" W, a distance of 1383.21 feet to the North Right-of-Way of Dug Creek-Saffold Road; thence along said Right-of-Way S 64°18'41" W, a distance of 289.96 feet; thence N 25°41'16" W, a distance of 870.76 feet; thence S 64°18'58" W, a distance of 2000.01 feet; thence S 25°41'46" E, a distance of 870.92 feet to the aforesaid North Right-of-Way of Dug Creek-Saffold Road; thence along said Right-of-Way S 64°18'41" W, a distance of 205.25 feet; thence Southwesterly, 364.71 feet along the arc of a tangent curve to the left having a radius of 2949.92 feet and a central angle of 07°05'02" (chord bearing S 60°46'10" W, 364.48 feet); thence S 89°57'21" W, a distance of 3.21 feet; thence S 00°19'02" E, a distance of 2.06 feet; thence Southwesterly, 511.54 feet along the arc of a non-tangent curve to the left having a radius of 2949.92 feet and a central angle of 09°56'08" (chord bearing S 52°11'09" W, 510.90 feet); thence S 47°11'23" W, a distance of 500.15 feet; thence S 47°34'52" W, a distance of 1206.83 feet; thence S 47°13'24" W, a distance of 1089.03 feet; thence leaving aforesaid Right-of-Way of Dug Creek-Saffold Road along the West Line of Section 33 N 00°45'51" W, a distance of 2207.24 feet to the Southwest corner of aforesaid Section 28; thence along the West line of said Section 28 N 00°18'48" W, a distance of 2644.16 feet to the Northwest corner of the South 1/2 of said Section 28; thence along the South boundary of the North 1/2 of said Section 28, N 89°59'48" E, a distance of 580.30 feet; thence N 01°00'18" E, a distance of 1318.56 feet; thence S 89°40'52" E, a distance of 4515.03 feet to the **POINT OF BEGINNING**.

Containing 426.997 acres, more or less.



Digitally signed
by David W.
Maxwell

Date:
2024.02.12
16:29:09 -05'00'

David W. Maxwell LS7311

Project: Council Growers

DRAWN: LAT DATE: 04/20/23 CHECKED: MHC

Prepared For: Eisenhower Group LLC

Revisions

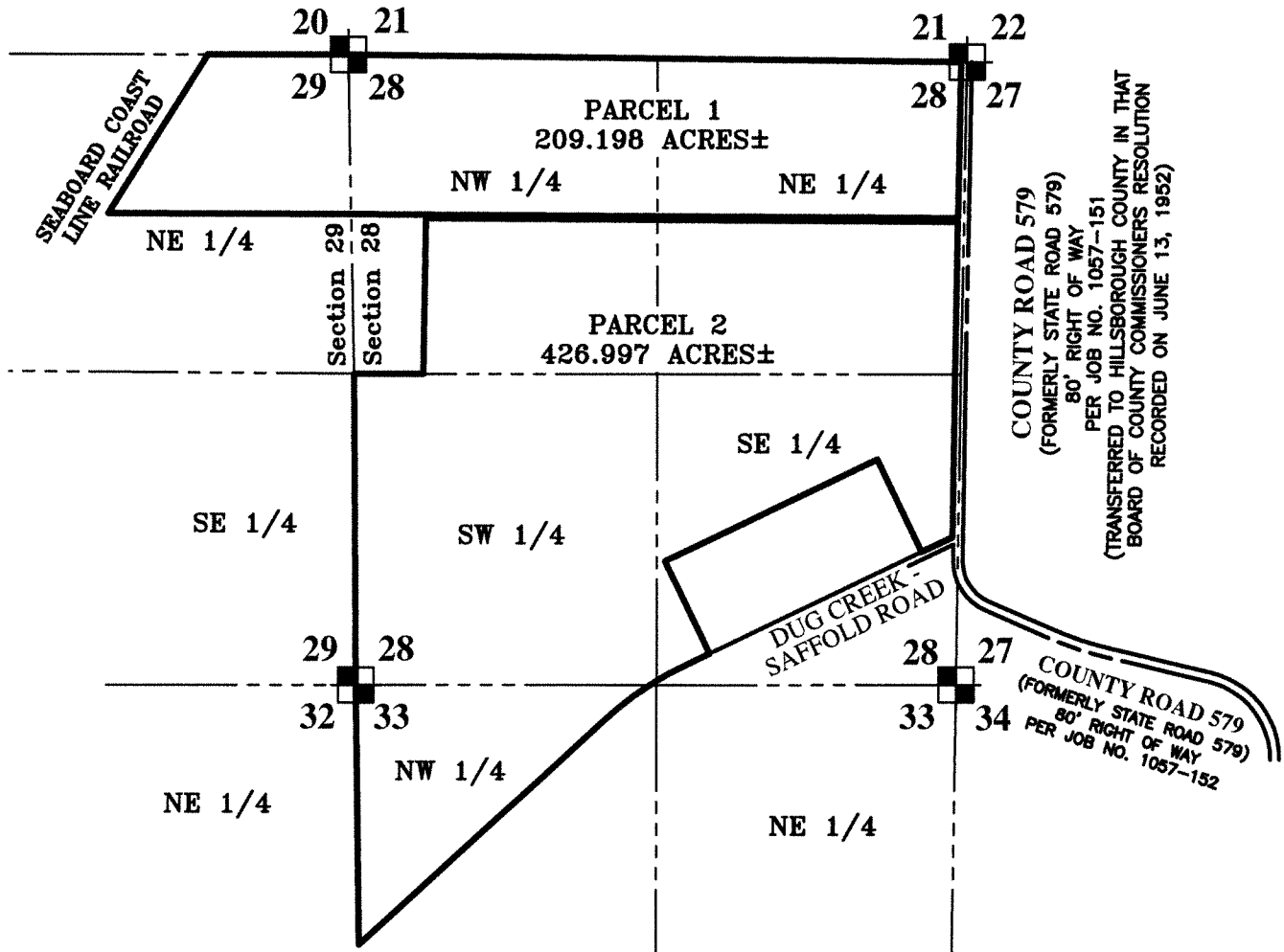
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2-12-24	Revised Acreage	LAT
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West Florida
213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Fax: (813) 248-2266
www.geopointsurvey.com
Licensed Business No.: LB7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)



See Sheet 1 for Signature & Revisions

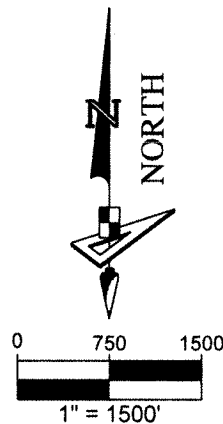
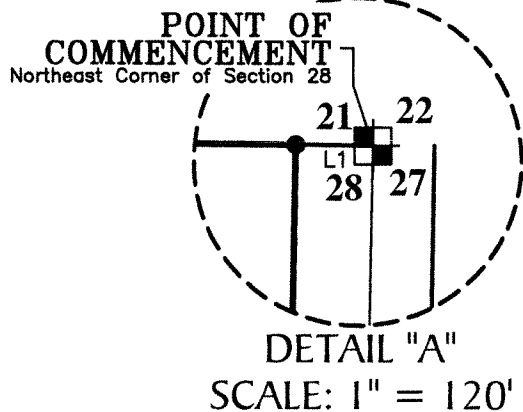
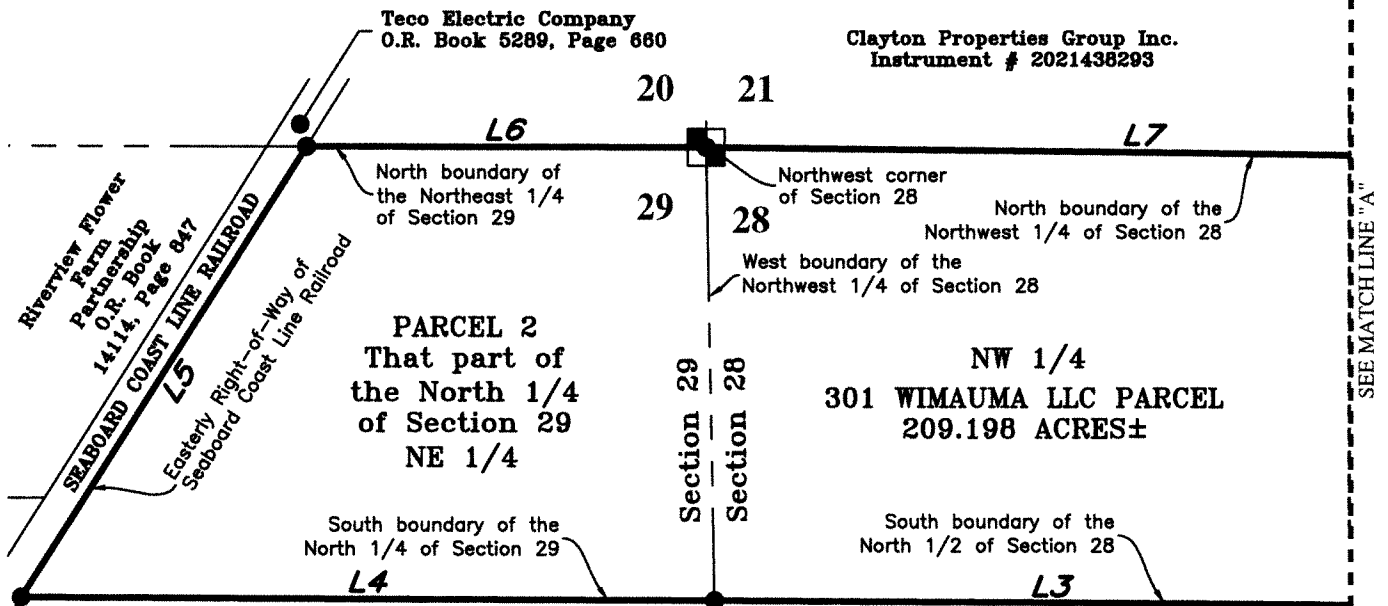
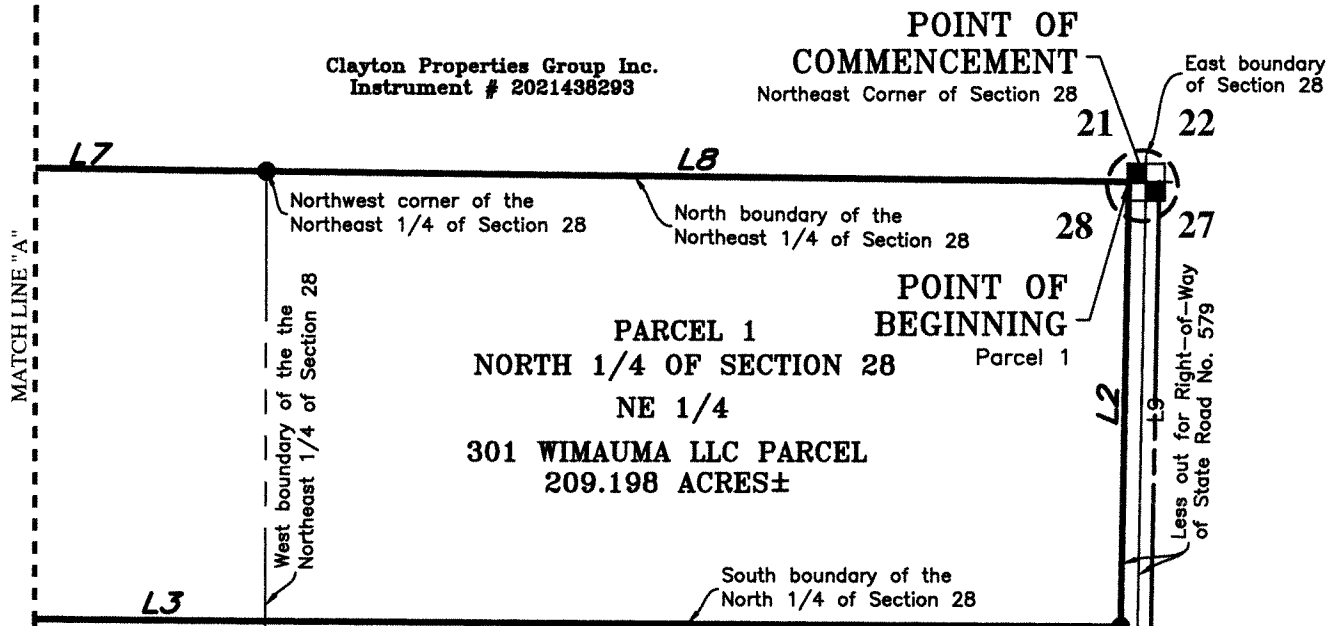
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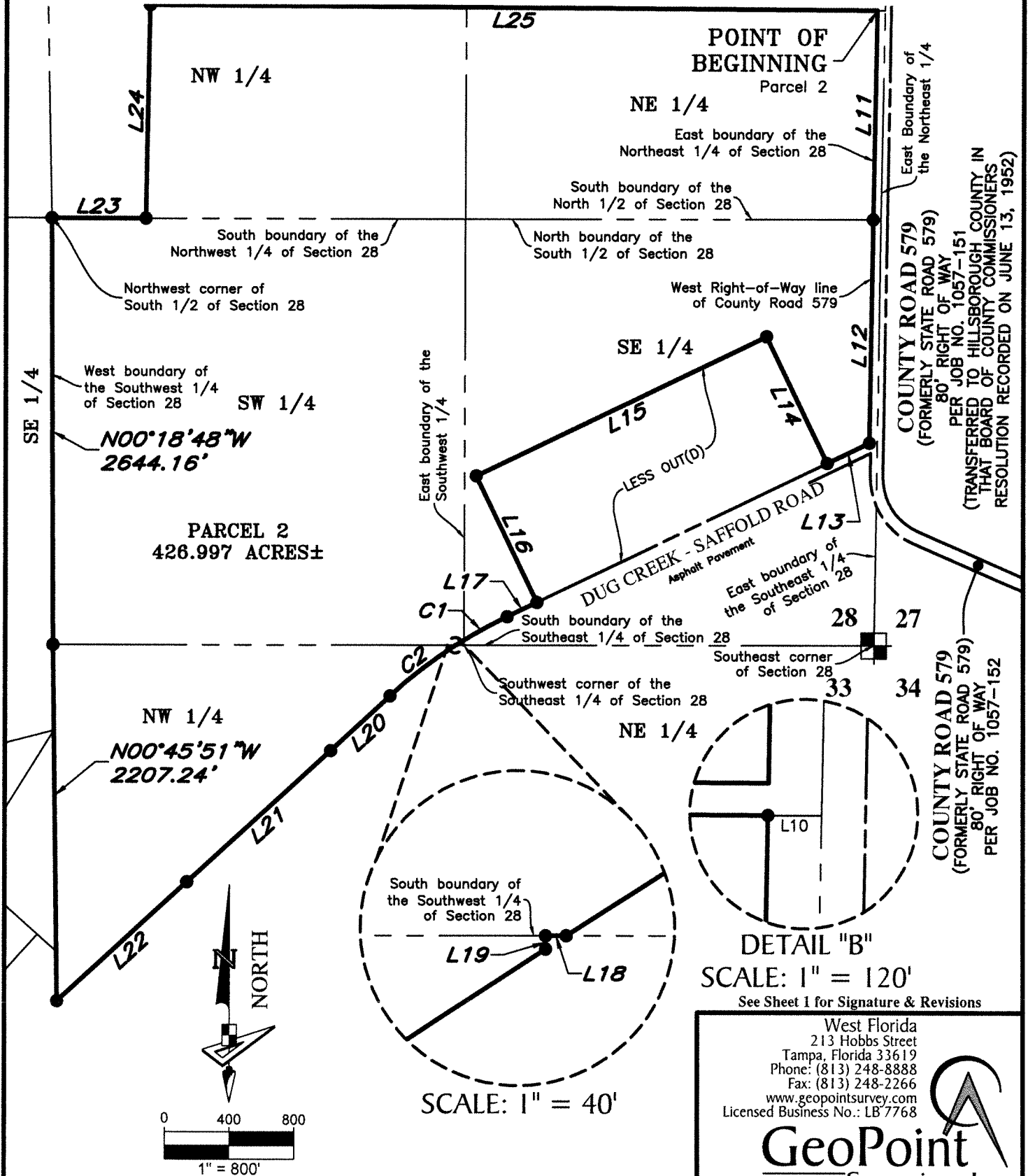


See Sheet 1 for Signature & Revisions

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Description Sketch

(Not A Survey)

Line Data Table		
No.	Bearing	Length
L1	N89°22'04"W	50.00'
L2	S01°00'18"W	1323.15'
L3	N89°40'52"W	5146.23'
L4	N89°47'05"W	2064.77'
L5	N32°11'49"E	1589.73'
L6	S89°56'45"E	1190.45'
L7	S89°21'44"E	2623.06'
L8	S89°22'04"E	2573.85'
L9	S01°00'18"W	1352.88'
L10	N89°40'52"W	50.00'
L11	S01°00'18"W	1293.16'
L12	S00°52'49"W	1383.21'
L13	S64°18'41"W	289.96'
L14	N25°41'16"W	870.76'
L15	S64°18'58"W	2000.01'
L16	S25°41'46"E	870.92'
L17	S64°18'41"W	205.25'
L18	S89°57'21"W	3.21'
L19	S00°19'02"E	2.06'
L20	S47°11'23"W	500.15'
L21	S47°34'52"W	1206.83'
L22	S47°13'24"W	1089.03'
L23	N89°59'48"E	580.30'
L24	N01°00'18"E	1318.56'
L25	S89°40'52"E	4515.03'

Curve Data Table					
No.	Radius	Arc	Δ	Bearing	Chord
C1	2949.92'	364.71'	7°05'02"	S60°46'10"W	364.48'
C2	2949.92'	511.54'	9°56'08"	S52°11'09"W	510.90'

See Sheet 1 for Signature & Revisions

West Florida
213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Fax: (813) 248-2266
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RESOLUTION 2024-30

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT ADOPTING UNIFORM RULES OF PROCEDURE, IN KEEPING WITH CHAPTER 120.54(5), FLORIDA STATUTES.

WHEREAS, the Berry Bay II Community Development District (hereinafter the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough, Florida; and

WHEREAS, the Board of Supervisors of the District (hereinafter the “**Board**”) is authorized by Section 190.011(5), Florida Statutes, to adopt rules and orders pursuant to Chapter 120, Florida Statutes; and

WHEREAS, in accordance with Section 120.54(5), Florida Statutes, the District must comply with the adoption of Uniform Rules of Procedure as established by the Florida Administration Commission; and

WHEREAS, the District set March 7, 2024, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 120.54, Florida Statutes; and

WHEREAS, the District has complied with the rule making process as outlined in Section 120.54, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT:

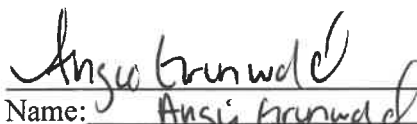
Section 1: The Board hereby adopts the Rules of Procedure as attached hereto as **Exhibit “A”**.

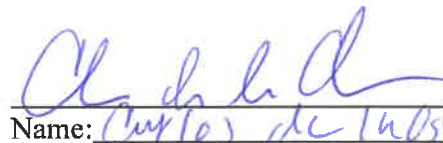
Section 2: This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 7TH DAY OF MARCH, 2024.

ATTEST:

**BERRY BAY II COMMUNITY
DEVELOPMENT DISTRICT**


Name: Angie Brunwald
Secretary/ Assistant Secretary


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

FORM OF RULES OF PROCEDURE

BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT

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RULES OF PROCEDURE

BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT

1.0 General.

- (1) Berry Bay II Community Development District (“**District**”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction.
- (2) The purpose of these Rules of Procedure (“**Rules**”) is to describe the general operations of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190, Florida Statutes.
- (3) Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the Board of Supervisors of the District (the “**Board**”). After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: s.s. 190.011(5), 120.53, Fla. Stat.

Law Implemented: s.s. 190.011(5), 120.53, Fla. Stat.

1.1 Board of Supervisors: Officers and Voting.

- (1) Board of Supervisors. The Board shall consist of five (5) members. Members of the Board must be residents of the State of Florida and citizens of the United States of America. Board members elected or appointed by the Board to qualified elector seats must also be residents of the District, and registered to vote with the Supervisor of Elections of the county in which the District is located. The Board shall exercise the powers granted to the District.
 - (a) Board members shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board Member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s).

- (b) Three (3) members of the Board physically present at the meeting location shall constitute a quorum for the purposes of conducting business and exercising its powers and for all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited or abstains from participating in discussion or voting on a particular item. A Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present, so long as a physical quorum is met. If three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law.
- (2) Officers. At the first Board meeting held after each election or appointment where the newly elected members take office, the Board shall select a Chair, Vice-Chair, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chair must be a member of the Board. If the Chair resigns from that office or ceases to be a member of the Board, the Board shall select a Chair, after filling the vacancy. The Chair serves at the pleasure of the Board. The Chair or Vice-Chair shall be authorized to sign checks and warrants for the District, countersigned by the Treasurer. The Chair or Vice-Chair shall be authorized to execute agreements, resolutions, and other documents approved by the Board at a Board meeting. The Chair shall convene and conduct all meetings of the Board. In the event the Chair is unable to attend a meeting, the Vice-Chair shall convene and conduct the meeting. The Chair or Vice-Chair may request the District Manager or other district staff to convene and conduct any meeting of the Board.
 - (b) The Vice-Chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice-Chair resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chair, after filling the Board vacancy. The Vice-Chair serves at the pleasure of the Board.
 - (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as Secretary.
 - (d) The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.

- (e) In the event that both the Chair and Vice-Chair are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chair and Vice-Chair are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings of the Berry Bay II Community Development District”, in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates and corporate acts. The Records of Proceedings shall be located at the District Office and shall be available for inspection by the public.
- (5) Meetings. The Board shall establish each fiscal year, an annual schedule of regular meetings, which shall be submitted to the local governing authority. All meetings of the Board and all committee meetings shall be open to the public in accordance with the provisions of Chapter 286, Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “voting conflict of interest” shall be governed by the Florida Constitution and Chapters 112 and 190, Florida Statutes, as amended from time to time.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to the Board’s discussion on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes. The Board’s Secretary shall prepare a memorandum of voting conflict (Form 8B) which shall then be signed by the Board member, filed with the Board’s Secretary, and attached to the minutes of the meeting within fifteen (15) days of the meeting.
 - (b) If a Board member inadvertently votes on a matter and later learns they have a conflict on the matter, the member shall immediately notify the Board’s Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate memorandum of voting conflict, which will be attached to the minutes of the Board meeting during which the vote

on the matter occurred. The memorandum shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum.

Specific Authority: s.s. 190.001, 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.006, 190.007, 112.3143, Fla. Stat.

1.2 Public Information and Inspection of Records.

- (1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the “Records of Proceedings”, may be copied or inspected at the District Office during regular business hours. All written public records requests shall be directed to the District’s records custodian. The District’s records custodian shall be responsible for retaining the District’s records in accordance with applicable Florida law. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.
- (2) Copies. Copies of public records shall be made available to the requesting person at the current rate authorized under Section 119.07(4), Florida Statutes. The requesting person may be required to pay for any charges in advance.
- (3) Coordination of Necessary Financial Disclosures. Unless specifically designated by Board resolution or otherwise, the District’s records custodian shall serve as the Financial Disclosure Coordinator (“Coordinator”) for the District as required by the Florida Commission on Ethics (the “COE”).

Specific Authority: s.s. 190.011(5), 120.53, Fla. Stat.

Law Implemented: s.s. 112.31446(3), 112.3145(8)(a)1., 190.006, 119.07, 119.0701, 120.53, Fla. Stat.

1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by Statute or these Rules, at least seven (7) days public notice shall be given of any public meeting, hearing, or workshop of the Board. Public notice shall be given as required by Florida Law and will include, as applicable:

- (a) The date, time and place of the meeting, hearing, or workshop;
 - (b) A brief description of the nature, subjects and purposes of the meeting, hearing, or workshop;
 - (c) The District Office address for the submission of requests for copies of the agenda;
 - (d) Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting, hearing, or workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting, hearing, or workshop by contacting the District Manager. If you are hearing or speech impaired, please contact Florida Relay Service at 711 who can aid you in contacting the District Office.
 - (e) A person who decides to appeal any decision made at the meeting, hearing, or workshop with respect to any matter considered at the meeting, hearing, or workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.
 - (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Agenda. The District Manager, under the guidance of the Chair or Vice-Chair if the Chair is unavailable, shall prepare an agenda of the meeting, hearing, or workshop. The agenda shall be available to the public at least seven (7) days before the meeting, hearing, or workshop except in an emergency. The agenda shall be posted on the District’s official website and shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. The agenda may be changed before or at the meeting, hearing, or workshop by a vote of the Board.
- (a) The District may, but is not required, to use the following format in preparing its agenda for its regular meetings:
 - Call to order
 - Roll call
 - Audience Questions and Comments on Agenda Items
 - Review of minutes
 - Specific items of old business
 - Specific items of new business

Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager

Supervisor's requests and comments

Audience Questions and Comments

Adjournment

- (3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.
- (4) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (5) Emergency Meetings. The Chair, or Vice-Chair if the Chair is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2), (4), and (6) to act on emergency matters that may affect the public health, safety or welfare. Whenever possible, the Chair shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for publishing a notice on the District's official website. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (6) Public Comment. The public shall be provided the opportunity to be heard on any proposition that will come before the Board at a meeting. The Board shall set aside a reasonable amount of time for public comment on agenda items, and the time for public comment shall be identified in the agenda. Persons wishing to address the Board should notify the Secretary of the Board prior to the "Audience Comment" section of the agenda. Each person wishing to address the Board will be given a reasonable amount of time for their comments, in the interest of time and fairness to other speakers.
- (7) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida Statutes. Once adopted in accord with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (8) Continuances. Any meeting of the Board or any item or matter included on the agenda for a meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter was included on the agenda.
- (9) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chair, can make or second a motion.

Specific Authority: s.s. 189.015, 190.005, 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.007, 190.008, 120.53, 286.0105, 286.0114, 120.54, Fla. Stat.

2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules as required by Florida Law before providing notice of a proposed rule as required by paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of the proposed rule, cite specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available. The notice of rule development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed rule.
 - (b) All rules shall be drafted in accord with Chapter 120, Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the

Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2), Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice; and a statement as to whether, based on the statement of the estimated regulatory costs or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3). The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled or required under Florida Statutes. Except when the intended action is the repeal of a rule, the notice must include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.

- (b) The notice shall be published as required by Florida Law not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Board must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes, except that copies of the petition shall not be

sent to the Administrative Procedure Committee, and notice may be given as required by Florida law.

- (6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
 - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541, Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing as required by Florida law either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall publish a notice on the District's official website. Notice of emergency rules shall be published as soon as possible as required by Florida Law. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.
- (10) Variances and Waivers. Variances and waivers from these Rules may be granted to the provisions and limitations contained in Section 120.542, Florida Statutes.

- (11) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be adopted pursuant to Section 190.035, Florida Statutes. For the adoption of rates, fees, rentals or other charges, the Board must hold a public hearing and publish a notice of public hearing one time, at least ten (10) days prior to the public hearing date, in a newspaper of general circulation in the District.

Specific Authority: s.s. 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat.

Law Implemented: s.s. 120.54, 190.035(2), Fla. Stat.

3.0 Decisions Determining Substantial Interests.

- (1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the Chair shall designate any member of the Board (including the Chair), District Manager, District Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

1. Administer oaths and affirmations;
 2. Rule upon offers of proof and receive relevant evidence;
 3. Regulate the course of the hearing, including any prehearing matters;
 4. Enter orders;
 5. Make or receive offers of settlement, stipulation, and adjustment.
- (a) The person conducting the hearing shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action.
- (b) The District shall issue a final order within forty-five (45) days:
1. After the hearing is concluded, if conducted by the Board;

2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
 3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.
- (2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.011(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida statutes. Prior to exercising the power of eminent domain, the District shall:
- (a) Adopt a resolution identifying the property to be taken;
 - (b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if the taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

Specific Authority: s.s. 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: s.s. 190.011(11), Fla. Stat.

4.0 Purchasing, Contracts, Construction and Maintenance.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures, definitions and rules are outlined for the purchase of professional, construction, maintenance, and contract services, and goods, supplies, materials, and insurance.
- (2) No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (3) Definitions.
 - (a) “Continuing contract” is a contract for professional services (of a type described above), entered into in accordance with this Rule, between the District and a firm whereby the firm provides professional services for the District or for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.
 - (b) “Contractual services” means rendering time and effort rather than furnishing specific goods or commodities. This term applies only to those individuals and firms rendering services as independent contractors. Contractual services do not include legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or professional services

(as defined in Section 287.055(2)(a), Florida Statutes and these Rules) and shall generally be considered the services referenced by Section 287.012(8), Florida Statutes. Contractual services do not include the extension of an existing contract for services if such extension is provided for in the contract terms. Contractual services also do not include any contract for the furnishing of labor or materials for the construction, repair, renovation, demolition, or modification of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property, as those services shall be governed by Rule 4.2.

- (c) “Emergency purchases” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive solicitation would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.
- (d) “Goods, supplies and materials” do not include printing, insurance, advertising, or legal notices.
- (e) “Invitation to Bid” is a written solicitation for sealed bids with the title, date and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, evaluation criteria, and provides for a manual signature of an authorized representative.
- (f) “Lowest Responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
- (g) “Most Advantageous bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the most advantageous bid or proposal to the District. Minor variations in the bid may be waived by the Board.

Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

- (h) “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of Florida, or those performed by an architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (i) “Project” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, or for a planning study activity when the fee for professional services is estimated by the District to exceed the threshold amount provided in Section 287.017, for CATEGORY TWO, as such categories may be amended from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.
- (j) “Purchase” means acquisition by sale, rent, lease, purchase, or installment sale. It does not include transfer, sale or exchange of goods, supplies or materials between the District and any federal, state, regional or local government entity or political subdivision of the state.
- (k) “Request for Proposal” is a written solicitation for sealed proposals with the title, date and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis and evaluation criteria as necessary.
- (l) “Responsive bid/proposal” means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these Rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.1 Purchase of Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising or legal notices.
- (2) Procedure. When a purchase of goods, supplies or materials is within the scope of this Rule, the following is appropriate:
 - (a) The Board shall cause to prepare an Invitation to Bid or Request for Proposal, as appropriate.
 - (b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
 - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
 - (e) The Most Advantageous Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high, or because the Board determines that it is in the best interests of the District. In the event the bids exceed the amount of funds available to be allocated by the District for this purchase, the bids may be rejected. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.
 - (f) Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.
 - (g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement of goods, supplies or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials.

- (h) If the District does not receive a response to its competitive solicitation, the District may proceed to purchase such goods, supplies, materials, or construction services in the manner it deems in the best interests of the District.
- (i) The District may make an emergency purchase without complying with these rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.2 Contracts for Construction of Authorized Project.

- (1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida Statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure.
 - (a) Notice of Invitation to Bid, Request for Proposal, or request for qualifications shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date of submittal for bids.
 - (b) The District may maintain lists of persons interested in receiving notices of Invitation to Bid, Requests for Proposals, or request for qualifications. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (c) To be eligible to submit a bid, statement of qualifications, or proposal, a firm or individual must, at the time of receipt of its bid proposal:
 - 1. Hold all required applicable state professional licenses in good standing.

2. Hold all required applicable federal licenses in good standing, if applicable.
3. If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
4. Meet any special pre-qualification requirement set forth in the bid/proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

- (d) Bids, statements of qualifications, or proposals shall be opened at the time, date and place noted on the Invitation to Bid, Request for Proposals, or request for qualifications. Bids or proposals shall be evaluated in accordance with the Invitation to Bid or Request for Proposal and these Rules.
- (e) To assist in the determination of the most advantageous bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the most advantageous bidder, the District Representative may consider, in addition to the factors described in the invitation or request, the following:
 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
 2. The past performance of each bidder or proposer for the District and in other professional employment settings.
 3. The willingness of each bidder or proposer to meet time and budget requirements.
 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
 5. The recent, current, and project workloads of the bidder or proposer.
 6. The volume of work previously awarded to each bidder or proposer.
 7. Whether the cost components of each bid or proposal are appropriately balanced.

8. Whether the bidder or proposer is a certified minority business enterprise.

- (g) The Most Advantageous Bid/Proposal/statement of qualifications shall be accepted; however, the Board shall have the right to reject all submissions, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders or proposers to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover costs of bid or proposal preparation or submittal from the District.
- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders or proposers by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office and on the website for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.3 Contracts for Maintenance Service.

- (1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contract services and /or goods, supplies or materials as defined herein. Where a contract for maintenance of such facility or project includes goods, supplies or materials and/or contract services, the District may in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies and materials, and contract services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure.
 - (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice

shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

- (b) The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
- (c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
 - 1. Hold the required applicable state and professional licenses in good standing.
 - 2. Hold all required applicable federal licenses in good standing, if any.
 - 3. Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
 - 4. Meet any special pre-qualification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (d) Bids or Proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and Proposals shall be evaluated in accordance with the Invitation or Request and these Rules.
- (e) To assist in the determination of the Most Advantageous Bid or Proposal, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the Most Advantageous Bid or Proposal, the District Representative may consider, in addition to the factors described in the Invitation or request, the following:
 - 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
 - 2. The past performance of each bidder or proposer for the District and in other professional employment settings.
 - 3. The willingness of each bidder or proposer to meet time and budget requirements.

4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
 5. The recent, current, and project workloads of the bidder or proposer.
 6. The volume of work previously awarded to each bidder or proposer.
 7. Whether the cost components of each bid or proposal are appropriately balanced.
 8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid or Proposal may be accepted; however, the Board shall have the right to reject all bids or proposals, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected.
- (h) Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office and on the website for seven (7) days.
- (i) Emergency Purchases. In the event that an emergency purchase is necessary, the Board shall not be obligated to use the above procedure and may make an emergency purchase of maintenance services without complying with these Rules.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.4 Purchase of Insurance.

- (1) Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by these Rules. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of Invitation to Bid may be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation to Bid is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, if any, to the District Officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall need of the District, its officers, employees and/or dependents.

- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by email or United States Mail, or by hand delivery service, or by overnight delivery service, and by posting the same in the District Office and on the website for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 112.08, Fla. Stat.

4.5 Procedure for Purchasing Contractual Services.

- (1) Scope. All purchases for contractual services (except for maintenance services) may, but are not required to, be made by competitive Invitation to Bid. If state or federal law prescribes with whom the District must contract, or established the rate of payment, then these Rules shall not apply. A contract involving both goods, supplies, and materials plus contractual services may, at the discretion of the Board, be treated as a contract for goods, supplies, and materials.
- (2) Procedure. When a purchase of contractual services is within the scope of this Rule (and the District has elected to follow this procedure), the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposal, as appropriate.
 - (b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. The District shall make a good faith effort to provide written notice, by United States Mail, to persons who provide their names and addresses to the District Office for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with these Rules and shall not be the basis for a protest of any contract award.
 - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid and Request for Proposal. Bids and proposals shall be evaluated in accordance with Invitation to Bid or Request for Proposal and these Rules.
 - (e) If only one (1) response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for contractual

services from such bidder or proposer. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of the needed contractual services.

- (f) The Board has the right to reject any and all bids or proposals. The reservation regarding the right to reject shall be included in all solicitations and advertisements. If the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders and proposers not receiving a contract award shall not be entitled to recover any costs of bid or proposal preparation or submittal from the District.
- (g) The Most Advantageous Bid or Proposal may be accepted by the District. The Board may require bidders to furnish bid, performance and/or other bonds with a reasonable surety to be approved by the Board.
- (3) Notice. Notice of contract award, including the rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery, and by posting same in the District Office and on the website for seven (7) days.
- (4) Contract Renewal. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Renewal shall be contingent upon satisfactory performance evaluations by the District.
- (5) Contract Manager and Contract Administrator. The Board may designate a representative to function as contract manager, who shall be responsible for enforcing performance of the contract terms and conditions and serve as the liaison with the contractor. The Board may also designate a representative to function as contract administrator, who shall be responsible for maintaining all contract files and financial information. One person may serve as both contract manager and administrator.
- (6) Emergency Purchase. The District may make an emergency purchase of contractual services without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033(3), Fla. Stat.

4.6 Procedure Under Consultant's Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

- (1) Qualifying Procedures. In order to be eligible to submit a bid or proposal, a firm must, at the time of receipt of the bid or proposal:
 - (a) Hold all required applicable state professional licenses in good standing.
 - (b) Hold all required applicable federal licenses in good standing, if any.
 - (c) If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
 - (d) Meet any pre-qualification requirements set forth in the project or bid specifications. Qualification standards may include, but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

- (2) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when professional services are required for a project by publishing a notice providing a general description of the project and method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such persons who provide their name and address to the District Manager for inclusion on the list, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

(3) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualification on file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications, and/or public presentation, select and list the firms, in order of preference, deemed to be the most highly capable and qualified to perform the required professional services, after considering these and other appropriate criteria:
1. The ability and adequacy of the professional personnel employed by each firm.
 2. Each firm's past performance for the District in other professional employment settings.
 3. The willingness of each firm to meet time and budget requirements.
 4. The geographic location of each firm's headquarters or office in relation to the project.
 5. The recent, current, and projected workloads of each firm.
 6. The volume of work previously awarded to each firm.
 7. Whether a firm is a certified minority business enterprise.

Nothing in these Rules shall prevent the District from evaluating and eventually selecting a firm if less than three (3) responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

- (b) If the selection process is administered by a person other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(4) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as the most qualified to perform the required professional services.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be

required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”

- (c) Should the District within twenty-one (21) days be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable then unless modified by the Board, negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached within twenty-one (21) days (unless modified by the Board to the contrary) those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
 - (d) Should the District be unable to negotiate a satisfactory agreement with any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office and on the website for seven (7) days.
- (5) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
 - (6) Emergency Purchase. The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.011(3), 287.055, 190.033, Fla. Stat.

5.0 Bid Protests.

Purpose and Scope. In order to comply with Sections 190.033(1) through (3), Florida Statutes, the following procedures and rules are outlined for the protest of any bids or contracts awarded.

Specific Authority: s.s. 120.57, 190 011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

5.1 Bid Protests Under the Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal shall be in accordance with this section.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day), and by posting same in the District Office and on the website for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Section 5.3 of the Rules of Berry Bay II Community Development District shall constitute a waiver of proceedings under those Rules."
- (2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within ten (10) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within ten (10) days after the date when notice of protest is filed. Failure to file a notice of protest, or failure to file a formal written protest, shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon a receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets

forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the award process may continue.

- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays and legal holidays, upon receipt of a formal written request.
- (5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 120.57(3), 190.011(5) Fla. Stat.

Law Implemented: s.s. 120.57(3), 190.033, Fla. Stat.

5.2 Protests With Respect To Contracts Awarded Or Bid Documents.

The resolution of any protests regarding Bid Documents or the decision to award a contract for a bid or proposal shall be in accordance with section 5.2.

- (1) Notice. The District shall give all bidders or proposers written notice of a decision to award or to reject all bids by posting the notice in the District Office for seven (7) days, with a copy being provided to all submitting firms by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day). The notice shall include the following statement: "Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District's decision to award a contract shall constitute a waiver of any objection to the award of such contract."
- (2) Filing.
 - (a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District's decision, and shall file a formal written protest with the District within ten (10) calendar days after timely filing the initial notice of protest. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt of the District. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the District's decision or contract award. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- (b) With respect to a protest regarding the Bid Documents, including specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within ten (10) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest with respect to the aforesaid plans, specifications or contract documents.
- (3) Award Process. Upon receipt of a timely filed notice of protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.
- (4) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copies being mailed to the protestant and any substantially affected person or parties. Within fifteen (15) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (5) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided above, the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 120.57, 190 011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

5.3 Bid Protests Relating to Any Other Award.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid proposal under Sections 4.1, 4.2, or 4.5 shall be in accordance with Section 5.3.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered on the next business day), and by posting same in the District Office and on the website for seven (7) calendar days.
- (2) Filing. Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within ten (10) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within five (5) days, excluding Saturdays, Sundays and legal holidays, of receipt of a formal written protest.
- (5) Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

6.0 Design-Build Contract Competitive Proposal Selection Process.

- (1) Scope. The District may utilize design-build contracts for any public construction project for which the Board determines that use of such contracts in the best interest of the District. When letting a design-build contract, the District shall use the following procedure:
 - (a) The District shall utilize a design criteria professional meeting the requirements of Section 287.055, Florida Statutes when developing a design criteria package, evaluating the responses or bids submitted by design-build firms, and determining compliance of the project construction with the design criteria package. The design criteria professional may be an employee of the District or may be retained using Section 4.6, Procedure Under Consultant's Competitive Negotiations Act.
 - (b) A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. If the project utilizes existing plans, the design criteria professional shall create a design criteria package by supplementing the plans with project specific requirements, if any. All design criteria packages shall require firms to submit information regarding the qualifications, availability and past work of the firms, including the partners and members thereof.
 - (c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals which may include, but not be limited to, based on price, technical, and design aspects of the project, weighted for the project.
 - (d) After the design criteria package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited, pursuant to the design criteria by the following procedure:
 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. For sealed proposals, the notice shall allow for at least twenty-one (21) days, unless the Board, for good cause, determines a shorter period of time is appropriate. Any design-build project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain qualifications information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small Business and Minority Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.
3. In order to be eligible to submit a proposal a firm must, at the time of receipt of the proposals:
 - (a) Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(h), Florida Statutes;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation;
 - (d) Meet any special prequalification requirements set forth in the design criteria package.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

- (e) The Board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal. If less than three (3) proposals which meet the design criteria are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals meeting the design criteria are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
- (f) The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards, and shall establish a price which the Board determines to be fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to

be fair, competitive and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached.

- (g) After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
- (h) The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.

- (2) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified design-build firm available at the time. The fact that an emergency purchase has occurred shall be noted in the minutes of the next Board meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, 255.20, Fla. Stat.

7.0 District Auditor Selection Procedures.

- (1) Prior to selecting an auditor to conduct the annual financial audit as required in section 218.39, Florida Statutes, the District shall use the auditor selection procedures as required under Section 218.391, Florida Statutes.

Specific Authority: s. 190.011(5), Fla. Stat.

Law Implemented: s. 218.391, Fla. Stat.

8.0 Effective Date.

These Rules shall be effective March 7, 2024.

RESOLUTION 2024-31

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING DECEMBER 13, 2023 (THE EFFECTIVE DATE OF THE ORDINANCE), AND ENDING SEPTEMBER 30, 2024; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted to the Board of Supervisors (“**Board**”) of the Berry Bay II Community Development District (“**District**”) a proposed budget for the fiscal year beginning December 13, 2023 (the effective date of the Ordinance), and ending September 30, 2024, (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

WHEREAS, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District at least 60 days prior to the adoption of the Proposed Budget pursuant to the provisions of Section 190.008(2)(b), Florida Statutes;

WHEREAS, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the Board is required to adopt a resolution approving a budget for the fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the fiscal year pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year; and

WHEREAS, 301 Wimauma, LLC, a Florida limited liability company, (“**Developer**”), as the developer of certain lands within the District, has agreed to fund the FY 2024 Budget as shown in the revenues line item of the FY 2024 Budget pursuant to a budget funding agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Budget

- a.** That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s records office, and hereby approves certain amendments thereto, as shown below.

- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year and/or revised projections for fiscal year.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's records office and identified as "The Budget for the Berry Bay II Community Development District for the Fiscal Year Beginning December 13, 2023, and Ending September 30, 2024".
- d. The final adopted budget shall be posted by the District Manager on the District's website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District, for the fiscal year beginning December 13, 2023, and ending September 30, 2024, the sum of **\$118,425**, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year.

Section 3. Budget Amendments. Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District's website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

Section 4. Approving the Form of a Budget Funding Agreement with Developer. The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.

Section 5. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on March 7, 2023.

Attested By:

Berry Bay II
Community Development District

Name: _____
Secretary/Assistant Secretary

Name: _____
Chair of the Board of Supervisors

Exhibit A: FY 2024 Adopted Budget

Exhibit B: Form of Budget Funding Agreement with Developer

Berry Bay II

Community Development District

General Fund

Summary of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	PROPOSED	ACTUAL	PROJECTED	TOTAL
	BUDGET FY 2024	THRU 12/31/23	January- 10/1/2024	PROJECTED FY 2024
REVENUES				
Interest - Investments	\$ -	\$ -	\$ -	\$ -
Operations & Maintenance Assmts - On Roll	-	-	-	-
Special Assmnts- CDD Collected	118,425	-	118,425	118,425
Developer Contributions	-	-	-	-
Other Miscellaneous Revenues	-	-	-	-
TOTAL REVENUES	\$ 118,425	\$ -	\$ 118,425	\$ 118,425

EXPENDITURES

Financial and Administrative

Supervisor Fees	\$ 3,000	\$ -	\$ 3,000	\$ 3,000
Onsite Staff	-	-	-	-
District Management	25,000	-	25,000	25,000
Field Management	-	-	-	-
Administration	4,500	-	4,500	4,500
Recording Secretary	2,400	-	2,400	2,400
Construction Accounting	9,000	-	9,000	9,000
Financial/Revenue Collections	1,200	-	1,200	1,200
Rental and Leases	600	-	600	600
Data Storage	-	-	-	-
Accounting Services	9,000	-	9,000	9,000
Dissemination Agent/Reporting	4,200	-	4,200	4,200
Website Admin Services	1,200	-	1,200	1,200
District Engineer	9,500	-	9,500	9,500
District Counsel	9,500	-	9,500	9,500
Trustees Fees	6,500	-	6,500	6,500
Auditing Services	6,000	-	6,000	6,000
Postage, Phone, Faxes, Copies	500	-	500	500
Legal Advertising	3,500	-	3,500	3,500
Bank Fees	200	-	200	200
Dues, Licenses & Fees	175	-	175	175
Onsite Office Supplies	100	-	100	100
Website ADA Compliance	1,800	-	1,800	1,800
Misc Admin	250	-	250	250
Organizational Meeting/Initial Setup	4,000	\$ -	4,000	4,000

Berry Bay II

Community Development District

General Fund

Technology Services	600	\$	-	600	600
Reserve	10,000	\$	-	10,000	10,000
Total Financial and Administrative	\$ 112,725	\$	-	\$ 112,725	\$ 112,725
Insurance					
General Liability	\$ 3,200	\$	-	\$ 3,200	\$ 3,200
Public Officials Insurance	2,500		-	2,500	2,500
Total Insurance	\$ 5,700	\$	-	\$ 5,700	\$ 5,700
TOTAL EXPENDITURES	\$ 118,425	\$	-	\$ 118,425	\$ 118,425

**FY 2024 Operations and Maintenance
Budget Funding Agreement
(Berry Bay II Community Development District)**

This FY 2024 Operations and Maintenance Budget Funding Agreement (this “**Agreement**”) is made and entered into as of March 7, 2024, between the **Berry Bay II Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the “**District**”), whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 and **301 Wimauma, LLC**, whose mailing address is 111 S. Armenia Avenue, Suite 201, Tampa, Florida 33609 (the “**Developer**”).

Recitals

WHEREAS, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is adopting its budget for fiscal year 2024 as attached hereto as **Exhibit A** (the “**FY 2024 Budget**”), which commences on December 13, 2023, (the establishment date of the District) and concludes on September 30, 2024;

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2024 Budget, and/or utilizing such other revenue sources as may be available to it;

WHEREAS, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its activities as described the FY 2024 Budget so long as payment is timely provided;

WHEREAS, the Developer presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the “**Property**”);

WHEREAS, the Developer agrees that the activities of the District described in the FY 2024 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2024 Budget; and

WHEREAS, the Developer has agreed to enter into this Agreement in addition to the non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2024 Budget.

Operative Provisions

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Funding Obligations.** From time to time during the 2024 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to **\$118,425** in accordance with

the FY 2024 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

- 2. FY 2024 Operations and Maintenance Reports, Budget Reports and Budget Amendments.** Each month during FY 2024, the Developer shall provide the District Manager with a written report on the projected additions to the completed and developed phases within the District during FY 2024. The District Manager shall provide the Developer with a monthly written report with the actual expenses for the previous month and anticipated expenses and operational activities for the remainder of the year based on current District operations and additional maintenance responsibilities which may be added during FY 2024. The District and Developer agree that the FY 2024 Budget shall be revised at the end of the 2024 fiscal year to reflect the actual expenditures of the District for the period beginning on December 13, 2023, (the establishment date of the District) and ending on September 30, 2024. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2024 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2024 Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.

3. Right to Lien Property.

- a. The District shall have the right to file a continuing lien ("**Lien**") upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.
- b. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2024 Budget" in the public records of the county, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
- c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.

4. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.
5. **Enforcement and Attorney Fees.** In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.
6. **Governing Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.
7. **Interpretation.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. 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 the doubtful language will not be interpreted or construed against any party.
8. **Termination of Agreement.** The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2024 fiscal year on September 30, 2024. The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.
9. **Third Parties.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
10. **Amendments.** 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.
11. **Assignment.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
12. **Authority.** 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.

13. Entire Agreement. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

301 Wimauma, LLC,
a Florida limited liability company

**Berry Bay II Community
Development District**

By: **Eisenhower Management, Inc.**
a Florida corporation
Its Manager

Name: _____
Title: _____

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

Exhibit A: FY 2024 Budget