

**BERRY BAY II
COMMUNITY DEVELOPMENT
DISTRICT**

JUNE 05, 2025

**REGULAR MEETING
AGENDA PACKAGE**



2005 PAN AM CIRCLE, SUITE 300
TAMPA, FL 33067

Berry Bay II Community Development District

Board of Supervisors

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

District Staff

Brian Lamb, District Secretary
Michael Perez, District Manager
John Vericker, District Counsel
Tonja Stewart, District Engineer

Regular Meeting Agenda

Thursday, June 05, 2025 at 2:00 p.m.

The Regular Meeting of the **Berry Bay II Community Development District** will be held **June 05, 2025, at 2:00 p.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607.** Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

[Join the meeting now](#)

Meeting ID: 263 935 216 491 **Passcode:** Sd7Lo6KB

Dial-in by phone +1 646-838-1601 **Pin:** 151 133 964#

REGULAR MEETING OF BOARD OF SUPERVISORS

1. CALL TO ORDER/ROLL CALL

2. PUBLIC COMMENTS

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

3. BUSINESS ITEMS

- A. Consideration of Resolution 2025-02; Authorizing Spending Authority for District Manager and Chair of the Board
- B. Consideration of Resolution 2025-03; Approving Proposed Budget and Setting Public Hearing
- C. Consideration of Amenity Center Agreement

4. CONSENT AGENDA

- A. Approval of Minutes of May 01, 2025, Regular Meeting
- B. Consideration of Operation and Maintenance April 2025
- C. Acceptance of the Financials and Approval of the Check Register for April 2025

5. STAFF REPORTS

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

6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

7. ADJOURNMENT

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT CONFIRMING AUTHORIZATION TO PAY INVOICES FOR WORK PREVIOUSLY APPROVED; AUTHORIZING THE CHAIR OR VICE-CHAIR OF THE BOARD OF SUPERVISORS AND THE DISTRICT MANAGER TO ENTER INTO CONTRACTS AND DISBURSE FUNDS FOR PAYMENT OF CERTAIN EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR THE REPEAL OF PRIOR SPENDING AUTHORIZATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 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;

WHEREAS, Section 190.011(5), Florida Statutes, authorizes the District to adopt resolutions which may be necessary for the conduct of District business;

WHEREAS, the Board of Supervisors of the District (the “**Board**”) typically meets monthly to conduct the business of the District, including approval of proposals, authorizing the entering into of agreements or contracts, and authorizing the payment of District operating and maintenance expenses;

WHEREAS, the Board contracted with the District Manager to timely pay the District’s vendors and perform other management functions;

WHEREAS, the Board desires to confirm that the District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board and such payments do not need to be approved by the Board prior to payment;

WHEREAS, the Board recognizes that certain time sensitive, emergency issues, or routine matters may arise from time to time that require approval outside of regular monthly meetings;

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board has determined that it is in the best interests of the District, and is necessary for the efficient administration of District operations; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities, to authorize limited spending authority to the Chair (or Vice-Chair if the Chair is unavailable) of the Board and the District Manager between regular monthly meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. **Authorization to Pay Invoices for Work Previously Approved.** The District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board in accordance with such contracts and such payments do not need to be approved by the Board prior to payment nor do they need to be re-approved by the Board at a future meeting.
2. **Limited Spending Authorization.** The Board hereby authorizes the individuals stated below to exercise their judgment to enter into contracts and disburse funds up to the amounts stated below, without prior Board approval for expenses that (1) are required to provide for the health, safety, and welfare of the residents within the District or (2) remedy an unforeseen disruption in services relating to the District's facilities or assets and such disruption would result in significantly higher expenses unless the contract is entered into immediately.
 - a. The Chair (or Vice-Chair if the Chair is unavailable) may individually authorize such expenses up to \$2,500.00 per proposal/event.
 - b. The District Manager and Chair (or Vice-Chair if the Chair is unavailable) may jointly authorize such expenses up to \$5,000.00 per proposal/event.
 - c. Only for emergency situations where there was first an attempt to hold an emergency meeting but quorum could not be established within 48 hours, the District Manager and Chair (or Vice-Chair if the Chair is unavailable) may jointly authorize such expenses up to \$15,000.00 per proposal/event.
3. **Ratification of Spending Authorization at Future Meeting.** Any payment made pursuant to this Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification under the Check Run Summary.
4. **Repeal of Prior Spending Authorizations.** All prior spending authorizations approved by resolution or motion of the Board are hereby repealed.
5. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Passed and adopted on June 5, 2025.

Attest:

**Berry Bay II
Community Development District**

Name: _____
Title: Secretary/Assistant Secretary

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

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2025/2026; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (**“Board”**) of the Berry Bay II Community Development District (**“District”**) prior to June 15, 2025, a proposed operation and maintenance budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (**“Proposed Budget”**); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: August 7, 2025

HOOR: 2:00 p.m.

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

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Hillsborough County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the Proposed Budget on the District’s website at least 2 days before the budget hearing date and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed by Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED ON JUNE 5, 2025.

Attest:

**Berry Bay II Community
Development District**

Print Name: _____
☐ Secretary/☐ Assistant Secretary

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

Exhibit A: Proposed Budget for Fiscal Year 2025/2026

Berry Bay II
Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2026

Prepared by:



Summary of Revenues, Expenditures and Changes in Fund Balances**General Fund
Fiscal Year 2026 Budget**

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2025	ANNUAL BUDGET FY 2026
REVENUES		
Interest - Investments	\$ -	\$ -
Special Assmnts- CDD Collected	\$ 118,425	\$ 990,550
Developer Contributions		\$ -
TOTAL REVENUES	\$ 118,425	\$ 990,550
EXPENDITURES		
Financial and Administrative		
Supervisor Fees	\$ 3,000	\$ 12,000
Profserv-Construction	\$ 9,000	\$ 9,000
Profserv-Dissemination Agent	\$ 4,200	\$ 4,200
Profserv-Info Technology	\$ 600	\$ 600
Proserv-Recording Secretary	\$ 2,400	\$ 2,400
Proserv-Trustee Fees	\$ 6,500	\$ 6,500
District Counsel	\$ 9,500	\$ 15,000
District Engineer	\$ 9,500	\$ 12,500
Administrative Services	\$ 4,500	\$ 4,500
District Manager	\$ 25,000	\$ 25,000
Accounting Services	\$ 9,000	\$ 9,000
Auditing Services	\$ 6,000	\$ 6,000
Website Compliance	\$ 1,800	\$ 1,800
Postage, Phone, Faxes, Copies	\$ 500	\$ 500
Rentals and Leases	\$ 600	\$ -
Insurance-General liability	\$ 3,200	\$ -
Public officials Insurance	\$ 2,500	\$ -
Legal advertising	\$ 3,500	\$ 3,500
Misc-admin Fee (%)	\$ 250	\$ 250
Bank fees	\$ 200	\$ 200
Financial and Revenue collections	\$ 1,200	\$ 1,200
Meeting expenses	\$ 4,000	\$ 4,000
Website Administration	\$ 1,200	\$ 1,200
Office supplies	\$ 100	\$ 100
Dues,licenses, Subscriptions	\$ 175	\$ 175
Reserve	\$ 10,000	\$ 10,000
Total Financial and Administrative	\$ 118,425	\$ 129,625

Summary of Revenues, Expenditures and Changes in Fund Balances**General Fund
Fiscal Year 2026 Budget**

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2025		ANNUAL BUDGET FY 2026
<i>Insurance</i>			
General Liability	\$	-	\$ 3,594
Public Officials Insurance	\$	-	\$ 2,531
Property & Casualty Insurance	\$	-	\$ -
Deductible	\$	-	\$ 2,500
Total Insurance	\$	-	\$ 8,625
<i>Utility Services</i>			
Electric Utility Services	\$	-	\$ 147,000
Street Lights	\$	-	\$ 30,000
Water/Waste	\$	-	\$ -
Total Utility Services	\$	-	\$ 177,000
<i>Physical Environment</i>			
Landscape Maintenance - Contract	\$	-	\$ 349,500
Landscaping - Mulch	\$	-	\$ 26,250
Landscaping - Annuals	\$	-	\$ 13,500
Landscaping - Plant Replacement Program	\$	-	\$ 35,250
Landscaping - Irrigation Maintenance	\$	-	\$ 22,500
Aquatics - Contract	\$	-	\$ 10,500
Aquatics - Plant Replacement	\$	-	\$ 30,000
Waterway Management Program	\$	-	\$ 5,000
Debris Cleanup	\$	-	\$ 20,000
Wildlife Control	\$	-	\$ 9,000
Field Management	\$	-	\$ 12,000
Wetland Monitoring-R&M	\$	-	\$ 5,000
Hurricane Cleanup	\$	-	\$ 35,000
Ditch R&M	\$	-	\$ 4,800
ROW Maintenance	\$	-	\$ 30,000
Trail R&M	\$	-	\$ 25,000
Pressure Washing Trail	\$	-	\$ 15,000
Fence R&M	\$	-	\$ 10,000
Mailbox Cover R&M	\$	-	\$ 7,000
Amenity Parking Area R&M	\$	-	\$ 10,000
Total Physical Environment	\$	-	\$ 675,300

Summary of Revenues, Expenditures and Changes in Fund Balances
General Fund
Fiscal Year 2026 Budget

<i>ACCOUNT DESCRIPTION</i>	ADOPTED	ANNUAL
	BUDGET	BUDGET
	FY 2025	FY 2026
TOTAL EXPENDITURES		
	\$ 118,425	\$ 990,550

**Assessment Summary
Fiscal Year 2026 vs. Fiscal Year 2025**

ASSESSMENT ALLOCATION											
Assessment Area One											
Product	Units	General Fund			Debt Service			Total Assessments per Unit			
		FY 2026	FY 2025	Dollar Change	FY 2026	FY 2025		FY 2026	FY 2025	Dollar Change	Percent Change
SF 50'	340	\$ 730.37	\$ 87.32	643.05	1,750.00	1,750.00	-	2,480.37	87.32	2,393.05	2741%
SF 60'	104	\$ 876.44	\$ 104.78	771.66	2,100.00	2,100.00	-	2,976.44	104.78	2,871.66	2741%
	444	\$ 3,067.55	\$ 366.74	\$ 2,700.81	\$ 3,850.00	\$ 3,850.00	\$ -	\$ 6,917.55	\$ 366.74	\$ 6,550.81	
Assessment Area Two											
Product	Units	General Fund			Debt Service			Total Assessments per Unit			
		FY 2026	FY 2025	Dollar Change	FY 2026	FY 2025		FY 2026	FY 2025	Dollar Change	Percent Change
Multi- Family	181	\$ 438.22	\$ 52.39	\$ 385.83	\$ -	\$ -	\$ -	\$ 438.22	\$ 52.39	\$ 385.83	736%
Townhomes	189	\$ 438.22	\$ 52.39	385.83	-	-	-	438.22	52.39	385.83	736%
SF 40'	465	\$ 584.30	\$ 69.86	514.44	-	-	-	584.30	69.86	514.44	736%
SF 50'	36	\$ 730.37	\$ 87.32	643.05	-	-	-	730.37	87.32	643.05	736%
SF 60'	290	\$ 876.44	\$ 104.78	771.66	-	-	-	876.44	104.78	771.66	736%
	1,161	\$ 3,067.55	\$ 366.74	\$ 2,700.81	\$ -	\$ -	\$ -	\$ 3,067.55	\$ 366.74	\$ 2,700.81	

Recreation Amenity Use Agreement

This Recreation Amenity Use Agreement (this “**Agreement**”) is made and entered into as of _____, 2025, by and between the **Berry Bay Community Development District I (“BB1”)** and the **Berry Bay II Community Development District II (“BB2”)** (collectively the “**Districts**”, both being local units of special-purpose governments established pursuant to Chapter 190, Florida Statutes.

Background Information

WHEREAS, BB1 and BB2 both have been granted the power to operate public facilities, parks, and recreational facilities for district residents and the general public pursuant to Section 190.012(2)(a), Florida Statutes, and their respective enabling ordinances; and

WHEREAS, BB1 and BB2 have been granted the power to cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of their authorized powers pursuant to Section 190.011(12), Florida Statutes, and their respective enabling ordinances; and

WHEREAS, BB1 owns and operates community amenities within its boundaries, including a clubhouse, restroom facilities, swimming pool, and playground (the “**Recreation Amenities**”); and

WHEREAS, BB2 is a newer community and has not yet completed construction of its amenities; and

WHEREAS, BB1 and BB2 desire to allow the residents of BB2 to be able to use the Recreation Amenities located within BB1 for a reasonable fee, subject to the terms stated herein; and

WHEREAS, the parties desire to enter into this Agreement to permit residents of BB2 to enjoy the Recreation Amenities of BB1, provide for collection of user fees, and incorporate other terms related to such infrastructure as described in this Agreement.

NOW THEREFORE, based upon good and valuable consideration and mutual covenants of the parties hereinafter recited, it is agreed as follows:

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference and are hereby adopted as a material part of this Agreement for all purposes.
2. **User Fee Amount**. Any residents of BB1 wishing to use the Recreation Amenities shall pay an annual fee to BB2 (“**User Fee**”), which shall be calculated by BB1 and represent a fair and equitable cost for use of the Recreation Amenities. The User Fee may be revised by BB1 on an annual basis to account for changes in the capital improvements, construction, and/or operation and maintenance costs of the Recreation Amenities.
3. **Term**. The initial term of this Agreement shall be for one (1) year from the date of this Agreement. At the end of the initial term, this Agreement shall automatically renew for the same term and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
4. **Termination**. Either party may terminate this Agreement with or without cause upon not less than thirty (30) days advance written notice to the other party.

5. **Relationship.** The parties to this Agreement are not partners, joint ventures, employees, or agents of the other party, and no one party shall have the authority to bind the other party. Neither party shall have the right to make any contract or commitments for, or on behalf of, the other party without the prior written approval of the other party.
6. **Amendment.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties.
7. **Governmental Disputes.** Any disputes between BB1 and BB2 with respect to this Agreement shall be resolved in accordance with the Florida Governmental Conflict Resolution Act as outlined in Chapter 164, Florida Statutes.
8. **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 Hillsborough County, Florida.
9. **Enforcement of Agreement.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance. In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.
10. **Public Records.** The parties understand and agree that all documents of any kind provided in connection with this Agreement may be considered public records in accordance with Florida law.
11. **Sovereign Immunity.** The parties agree that nothing in this Agreement shall constitute or be construed as a waiver of either BB1's or BB2's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.
12. **Waiver.** No waiver by any party of another party's breach of any term, covenant, or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.
13. **Arm's Length Transaction.** 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 and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
14. **Authority to Execute.** 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 Agreement.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

16. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

17. **Notice.** Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To BB1:

c/o Inframark
2005 Pan Am Circle Suite 300
Tampa, FL 33607
Attn: Michael Perez
michael.perez@Inframark.com

To BB2:

c/o Inframark
2005 Pan Am Circle Suite 300
Tampa, FL 33607
Attn: Michael Perez
michael.perez@Inframark.com

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

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

**Berry Bay Community
Development District**

**Berry Bay II Community
Development District**

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

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

COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Berry Bay II Community Development District was held on Thursday, May 1, 2025, and called to order at 2:45 p.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

Present were:

Carlos de la Ossa	Chairperson
Nicholas Dister	Vice Chairperson (<i>via phone</i>)
Ryan Motko	Assistant Secretary
Alberto Viera	Assistant Secretary
Kyle Smith	Assistant Secretary

Also present were:

Michael Perez	District Manager
Jayna Cooper	District Manager
John Vericker	District Counsel
Kathryn Hopkinson	District Counsel
Tyson Waag	District Engineer <i>(via phone)</i>

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

FIRST ORDER OF BUSINESS Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS

There being none, the next order of business followed.

THIRD ORDER OF BUSINESS Business Items

A. Annual Notice of Qualified Electors

Mr. Perez notified the Board there are 0 registered voters in the District.

FOURTH ORDER OF BUSINESS Consent Agenda

A. Approval of Minutes of April 3, 2025, Regular Meeting

B. Consideration of Operation and Maintenance March 2025

C. Acceptance of the Financials and Approval of the Check Register for March 2025

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

FIFTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel

B. District Engineer

C. District Manager

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

SIXTH ORDER OF BUSINESS

**Board of Supervisors' Requests and
Comments**

There being none, the next order of business followed.

SEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. de la Ossa seconded by Mr. Motko, with all
in favor the meeting was adjourned at 2:46 pm. 5-0

Michael Perez
District Manager

Carlos de la Ossa
Chairperson

BERRY BAY II
Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Comments/Description
Monthly Contract					
INFRAMARK	4/1/2025	147153	\$4,208.31		ACCOUNTING SVCS
INFRAMARK	4/1/2025	147153	\$2,083.33		DISTRICT MGMNT SVCS
INFRAMARK	4/1/2025	147153	\$125.00		WEBSITE MAINT
INFRAMARK	4/1/2025	147153	\$2,041.69		Financial Rev and collection retro billing
INFRAMARK	4/1/2025	147153	\$2,916.69		dissemination services and retro
INFRAMARK	4/1/2025	147153	\$2,916.69	\$14,291.71	Assessment Roll and retro
Monthly Contract Subtotal			\$14,291.71	\$14,291.71	
Variable Contract					
ALBERTO VIERA	4/3/2025	AV 040325	\$200.00	\$200.00	BOARD 4/3/25
CARLOS DE LA OSSA	4/3/2025	CO 040325	\$200.00	\$200.00	BOARD 4/3/25
KYLE SMITH	4/3/2025	KS 040325	\$200.00	\$200.00	BOARD 4/3/25
NICHOLAS J. DISTER	4/3/2025	ND 040325	\$200.00	\$200.00	BOARD 4/3/25
RYAN MOTKO	4/3/2025	RM 040325	\$200.00	\$200.00	BOARD 4/3/25
STRALEY ROBIN VERICKER	4/8/2025	26329	\$695.00	\$695.00	DISTRICT counsel March 2025
Variable Contract Subtotal			\$1,695.00	\$1,695.00	
Additional Services					
INFRAMARK	4/21/2025	147933	\$0.69	\$0.69	postage
Additional Services Subtotal			\$0.69	\$0.69	
TOTAL					
			\$15,987.40	\$15,987.40	



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE

INVOICE#

147153

DATE

4/1/2025

CUSTOMER ID

C5100

NET TERMS

Net 30

PO#**DUE DATE**

5/1/2025

BILL TO

Berry Bay II Community Development
District
2005 Pan Am Cir Ste 300
Tampa FL 33607-6008
United States

Services provided for the Month of: April 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
District Management	1	Ea	2,083.33		2,083.33
Accounting Services	1	Ea	1,458.33		1,458.33
Accounting Services (Retrobilling Oct 2024)	1	Ea	458.33		458.33
Accounting Services (Retrobilling Nov 2024)	1	Ea	458.33		458.33
Accounting Services (Retrobilling Dec 2024)	1	Ea	458.33		458.33
Accounting Services (Retrobilling Jan 2025)	1	Ea	458.33		458.33
Accounting Services (Retrobilling Feb 2025)	1	Ea	458.33		458.33
Accounting Services (Retrobilling March 2025)	1	Ea	458.33		458.33
Financial & Revenue Collection	1	Ea	291.67		291.67
Financial & Revenue Collection (Retrobilling Oct 2024)	1	Ea	291.67		291.67
Financial & Revenue Collection (Retrobilling Nov 2024)	1	Ea	291.67		291.67
Financial & Revenue Collection (Retrobilling Dec 2024)	1	Ea	291.67		291.67
Financial & Revenue Collection (Retrobilling Jan 2025)	1	Ea	291.67		291.67
Financial & Revenue Collection (Retrobilling Feb 2025)	1	Ea	291.67		291.67
Financial & Revenue Collection (Retrobilling March 2025)	1	Ea	291.67		291.67
Assessment Roll	1	Ea	416.67		416.67
Assessment Roll (Retrobilling Oct 2024)	1	Ea	416.67		416.67
Assessment Roll (Retrobilling Nov 2024)	1	Ea	416.67		416.67
Assessment Roll (Retrobilling Dec 2024)	1	Ea	416.67		416.67
Assessment Roll (Retrobilling Jan 2025)	1	Ea	416.67		416.67
Assessment Roll (Retrobilling Feb 2025)	1	Ea	416.67		416.67

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

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

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

Account Name: INFRAMARK, LLC

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

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

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



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE

INVOICE#

147153

DATE

4/1/2025

CUSTOMER ID

C5100

NET TERMS

Net 30

PO#**DUE DATE**

5/1/2025

BILL TO

Berry Bay II Community Development
District
2005 Pan Am Cir Ste 300
Tampa FL 33607-6008
United States

Services provided for the Month of: April 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Assessment Roll (Retrobilling March 2025)	1	Ea	416.67		416.67
Dissemination Services	1	Ea	416.67		416.67
Dissemination Services (Retrobilling Oct 2024)	1	Ea	416.67		416.67
Dissemination Services (Retrobilling Nov 2024)	1	Ea	416.67		416.67
Dissemination Services (Retrobilling Dec 2024)	1	Ea	416.67		416.67
Dissemination Services (Retrobilling Jan 2025)	1	Ea	416.67		416.67
Dissemination Services (Retrobilling Feb 2025)	1	Ea	416.67		416.67
Dissemination Services (Retrobilling March 2025)	1	Ea	416.67		416.67
Website Maintenance / Admin	1	Ea	125.00		125.00
Subtotal					14,291.71

Subtotal

\$14,291.71

Tax

\$0.00

Total Due

\$14,291.71

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

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

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

Account Name: INFRAMARK, LLC

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

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

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

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Berry Bay II

Board Meeting: April 3, 2025

	Name	Please X	Paid
1	Carlos de la Ossa	X	\$200.00
2	Nicholas Dister	X	\$200.00
3	Ryan Motko	X	\$200.00
4	Albert Viera	X	\$200.00
5	Kyle Smith	X	\$200.00

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

Approved for payment:

Michael Perez
District Manager Signature

4/3/2025
Date

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Berry Bay II

Board Meeting: April 3, 2025

	Name	Please X	Paid
1	Carlos de la Ossa	X	\$200.00
2	Nicholas Dister	X	\$200.00
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4	Albert Viera	X	\$200.00
5	Kyle Smith	X	\$200.00

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Michael Perez
District Manager Signature

4/3/2025
Date

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for
BOARD OF SUPERVISORS

District Name: Berry Bay II

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Michael Perez
District Manager Signature

4/3/2025
Date

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BOARD OF SUPERVISORS

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BOARD OF SUPERVISORS

District Name: Berry Bay II

Board Meeting: April 3, 2025

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Approved for payment:

Michael Perez
District Manager Signature

4/3/2025
Date

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400

Federal Tax Id. - 20-1778458

Berry Bay II CDD
Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

April 08, 2025

Client: 001608

Matter: 000001

Invoice #: 26329

Page: 1

RE: General

For Professional Services Rendered Through March 31, 2025

SERVICES

Date	Person	Description of Services	Hours	Amount
3/5/2025	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING.	0.4	\$150.00
3/6/2025	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.5	\$187.50
3/14/2025	AM	REVIEW MEETING INFORMATION FOR APPROVING BUDGET FOR FISCAL YEAR 2025-2026; PREPARE DRAFT RESOLUTION APPROVING PROPOSED BUDGET AND SETTING PUBLIC HEARING.	1.0	\$175.00
3/19/2025	AM	REVISE RESOLUTION APPROVING PROPOSED BUDGET AND SETTING PUBLIC HEARING.	0.3	\$52.50
3/21/2025	KCH	PREPARE FOR AND ATTEND EPG OPERATIONS MEETING IN PERSON; ATTEND PROPOSED BUDGET DISCUSSION AND REVIEW IN PERSON.	0.2	\$65.00
3/27/2025	KCH	REVIEW AGENDA PACKAGE.	0.2	\$65.00
Total Professional Services			2.6	\$695.00

April 08, 2025
Client: 001608
Matter: 000001
Invoice #: 26329

Page: 2

Total Services	\$695.00	
Total Disbursements	\$0.00	
Total Current Charges		\$695.00
Previous Balance		\$690.00
Less Payments		(\$690.00)
PAY THIS AMOUNT		\$695.00

Please Include Invoice Number on all Correspondence



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#

147933

CUSTOMER ID

C5100

PO#

INVOICE

DATE

4/21/2025

NET TERMS

Net 30

DUE DATE

5/21/2025

BILL TO

Berry Bay II Community Development
District
2005 Pan Am Cir Ste 300
Tampa FL 33607-6008
United States

Services provided for the Month of: March 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	1	Ea	0.69		0.69
Subtotal					0.69

Subtotal

\$0.69

Tax

\$0.00

Total Due

\$0.69

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

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

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

Berry Bay II Community Development District

Financial Statements
(Unaudited)

Period Ending
April 30, 2025

Prepared by:



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

BERRY BAY II
Balance Sheet
As of April 30, 2025
(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND	DEBT SERVICE FUND	CAPITAL PROJECTS FUND	GENERAL FIXED ASSETS FUND	GENERAL LONG TERM DEBT FUND	TOTAL
<u>ASSETS</u>						
Cash In Bank	\$ 10,737	\$ -	\$ -	\$ -	\$ -	\$ 10,737
Due From Other Funds	-	10,243	-	-	-	10,243
Investments:						
Acquisition & Construction Account	-	-	10,656,475	-	-	10,656,475
Reserve Fund	-	406,614	-	-	-	406,614
Revenue Fund	-	535,060	-	-	-	535,060
Fixed Assets						
Construction Work In Process	-	-	-	874,253	-	874,253
Amount To Be Provided	-	-	-	-	12,135,000	12,135,000
TOTAL ASSETS	\$ 10,737	\$ 951,917	\$ 10,656,475	\$ 874,253	\$ 12,135,000	\$ 24,628,382
<u>LIABILITIES</u>						
Accounts Payable	\$ 16,502	\$ -	\$ -	\$ -	\$ -	\$ 16,502
Bonds Payable	-	-	-	-	12,135,000	12,135,000
Due To Other Funds	10,243	-	-	-	-	10,243
TOTAL LIABILITIES	26,745	-	-	-	12,135,000	12,161,745
<u>FUND BALANCES</u>						
Restricted for:						
Debt Service	-	951,917	-	-	-	951,917
Capital Projects	-	-	10,656,475	-	-	10,656,475
Unassigned:	(16,008)	-	-	874,253	-	858,245
TOTAL FUND BALANCES	(16,008)	951,917	10,656,475	874,253	-	12,466,637
TOTAL LIABILITIES & FUND BALANCES	\$ 10,737	\$ 951,917	\$ 10,656,475	\$ 874,253	\$ 12,135,000	\$ 24,628,382

BERRY BAY II
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2025
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Special Assmnts- CDD Collected	\$ 118,425	\$ 27,907	\$ (90,518)	23.57%
Developer Contribution	-	12,399	12,399	0.00%
TOTAL REVENUES	118,425	40,306	(78,119)	34.04%
EXPENDITURES				
Administration				
Supervisor Fees	3,000	7,000	(4,000)	233.33%
ProfServ-Construction	9,000	-	9,000	0.00%
ProfServ-Dissemination Agent	4,200	2,917	1,283	69.45%
ProfServ-Info Technology	600	-	600	0.00%
ProfServ-Recording Secretary	2,400	-	2,400	0.00%
ProfServ-Trustee Fees	6,500	-	6,500	0.00%
District Counsel	9,500	6,874	2,626	72.36%
District Engineer	9,500	-	9,500	0.00%
Administrative Services	4,500	2,917	1,583	64.82%
District Manager	25,000	14,583	10,417	58.33%
Accounting Services	9,000	9,208	(208)	102.31%
Auditing Services	6,000	-	6,000	0.00%
Website Compliance	1,800	1,500	300	83.33%
Postage, Phone, Faxes, Copies	500	8	492	1.60%
Rentals & Leases	600	-	600	0.00%
Insurance - General Liability	3,200	2,750	450	85.94%
Public Officials Insurance	2,500	2,250	250	90.00%
Legal Advertising	3,500	-	3,500	0.00%
Misc-Admin Fee (%)	250	-	250	0.00%
Bank Fees	200	-	200	0.00%
Financial & Revenue Collections	1,200	2,042	(842)	170.17%
Meeting Expense	4,000	-	4,000	0.00%
Website Administration	1,200	875	325	72.92%
Office Supplies	100	-	100	0.00%
Dues, Licenses, Subscriptions	175	200	(25)	114.29%
Reserve	10,000	-	10,000	0.00%
Total Administration	118,425	53,124	65,301	44.86%
TOTAL EXPENDITURES	118,425	53,124	65,301	44.86%

BERRY BAY II
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2025
General Fund (001)
(In Whole Numbers)

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
Excess (deficiency) of revenues				
Over (under) expenditures	-	(12,818)	(12,818)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		(3,190)		
FUND BALANCE, ENDING		<u>\$ (16,008)</u>		

BERRY BAY II
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2025
Debt Service Fund (201)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 19,075	\$ 19,075	0.00%
Special Assmnts- CDD Collected	-	593,328	593,328	0.00%
TOTAL REVENUES	-	612,403	612,403	0.00%
<u>EXPENDITURES</u>				
<u>Debt Service</u>				
Interest Expense	-	91,846	(91,846)	0.00%
Total Debt Service	-	91,846	(91,846)	0.00%
TOTAL EXPENDITURES	-	91,846	(91,846)	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	520,557	520,557	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	-	86	86	0.00%
Interfund Transfers-Out	-	(406,614)	(406,614)	0.00%
TOTAL FINANCING SOURCES (USES)	-	(406,528)	(406,528)	0.00%
Net change in fund balance	\$ -	\$ 114,029	\$ 114,029	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		837,888		
FUND BALANCE, ENDING		\$ 951,917		

BERRY BAY II
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2025
Capital Projects Fund (301)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 258,591	\$ 258,591	0.00%
TOTAL REVENUES	-	258,591	258,591	0.00%
<u>EXPENDITURES</u>				
<u>Construction In Progress</u>				
Construction in Progress	-	874,252	(874,252)	0.00%
Total Construction In Progress	-	874,252	(874,252)	0.00%
TOTAL EXPENDITURES	-	874,252	(874,252)	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	(615,661)	(615,661)	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	-	406,614	406,614	0.00%
Interfund Transfers-Out	-	(86)	(86)	0.00%
TOTAL FINANCING SOURCES (USES)	-	406,528	406,528	0.00%
Net change in fund balance	\$ -	\$ (209,133)	\$ (209,133)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		10,865,608		
FUND BALANCE, ENDING		\$ 10,656,475		

Bank Account Statement

Berry Bay II CDD

Bank Account No. 9415
Statement No. 25_04

Statement Date 04/30/2025

G/L Account No. 101002 Balance	10,737.45	Statement Balance	11,337.45
		Outstanding Deposits	804.74
Positive Adjustments	0.00		
Subtotal	10,737.45	Subtotal	12,142.19
Negative Adjustments	0.00	Outstanding Checks	-1,404.74
Ending G/L Balance	10,737.45	Ending Balance	10,737.45

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Deposits							
							0.00
Total Deposits							0.00
Checks							
							0.00
02/13/2025	Payment	1078	NICHOLAS J. DISTER	Check for Vendor V00011	-200.00	-200.00	0.00
04/04/2025	Payment	1089	ALBERTO VIERA	Check for Vendor V00009	-200.00	-200.00	0.00
04/04/2025	Payment	1090	CARLOS DE LA OSSA	Check for Vendor V00008	-200.00	-200.00	0.00
04/04/2025	Payment	1091	KYLE SMITH	Check for Vendor V00010	-200.00	-200.00	0.00
04/24/2025	Payment	1094	STRALEY ROBIN VERICKER	Check for Vendor V00004	-695.00	-695.00	0.00
Total Checks					-1,495.00	-1,495.00	0.00
Adjustments							
Total Adjustments							
Outstanding Checks							
12/10/2024	Payment	1060	RYAN MOTKO	Check for Vendor V00012			-200.00
04/04/2025	Payment	1092	NICHOLAS J. DISTER	Check for Vendor V00011			-200.00
04/04/2025	Payment	1093	RYAN MOTKO	Check for Vendor V00012			-200.00
04/09/2025		JE000070	District Counsel	REV Deposit booked on			-804.74
Total Outstanding Checks							-1,404.74
Outstanding Deposits							
04/09/2025	Payment	BD00005		Deposit No. BD00005 -			804.74
Total Outstanding Deposits							804.74

BERRY BAY II**Payment Register by Fund**

For the Period from 04/01/2025 to 04/30/2025

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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GENERAL FUND - 001

001	1089	04/04/25	ALBERTO VIERA	AV 040325	BOARD 4/3/25	Supervisor Fees	511100-51101	\$200.00
001	1090	04/04/25	CARLOS DE LA OSSA	CO 040325	BOARD 4/3/25	Supervisor Fees	511100-51101	\$200.00
001	1091	04/04/25	KYLE SMITH	KS 040325	BOARD 4/3/25	Supervisor Fees	511100-51101	\$200.00
001	1092	04/04/25	NICHOLAS J. DISTER	ND 040325	BOARD 4/3/25	Supervisor Fees	511100-51101	\$200.00
001	1093	04/04/25	RYAN MOTKO	RM 040325	BOARD 4/3/25	Supervisor Fees	511100-51101	\$200.00
001	1094	04/24/25	STRALEY ROBIN VERICKER	26329	dist counsel March 2025	DISTRICT counsel March 2025	531146-51101	\$695.00

Fund Total	\$1,695.00
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Total Checks Paid	\$1,695.00
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