

**BERRY BAY
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
LANDOWNER ELECTION, PUBLIC HEARINGS,
AUDIT COMMITTEE, AND REGULAR MEETING
MAY 07, 2020**

BERRY BAY
COMMUNITY DEVELOPMENT DISTRICT AGENDA
THURSDAY, MAY 07, 2020 AT 2:00 P.M.
CALL IN NUMBER: 1-866-906-9330 ACCESS CODE: 4863181

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| District Board of Supervisors | Supervisor Supervisor Supervisor Supervisor Supervisor | Jeff Hills Nick Dister Steve Luce Ryan Motko Alberto Viera |
| District Manager | Meritus | Brian Lamb |
| District Attorney | Straley Robin Vericker | John Vericker |
| District Engineer | Stantec, Inc | Tonja Stewart |

All cellular phones and pagers must be turned off while in the meeting room

The District Agenda is comprised of four different sections:

The meeting will begin at **2:00 p.m.**

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically, no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.

May 07, 2020
Board of Supervisors
Berry Bay Community Development District

Dear Board Members:

The Landowner Election, Public Hearings, Audit Committee and Regular Meeting of Berry Bay Community Development District will be held on **May 07, 2020 at 2:00 p.m.** via conference call at the information listed below. Following is the agenda for the meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181

LANDOWNERS MEETING/ELECTION

- 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**

PUBLIC HEARINGS, AUDIT COMMITTEE AND REGULAR MEETING OF THE BOARD OF SUPERVISORS

- 1. CALL TO ORDER/ROLL CALL**
- 2. OATH OF OFFICE**
- 3. PUBLIC COMMENT ON AGENDA ITEMS**
- 4. RECESS TO PUBLIC HEARINGS**
- 5. PUBLIC HEARING ON ADOPTING UNIFORM METHOD OF COLLECTION**
 - A. Open the Public Hearing on Adopting 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 2020-26; Adopting Uniform Method of Collection.....Tab 01
- 6. 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 2020-27; Adopting Uniform Rules of Procedure.....Tab 02
- 7. PUBLIC HEARING ON ADOPTING FINAL FISCAL YEAR 2020 BUDGET**
 - A. Open Public Hearing on Adopting Final Fiscal Year 2020 Budget
 - B. Staff Presentations
 - C. Public Comment
 - D. Close Public Hearing on Adopting Final Fiscal Year 2020 Budget
 - E. Consideration of Resolution 2020-28; Adopting Final Fiscal Year 2020 Budget.....Tab 03
 - i. Consideration of Developer Funding Agreement
- 8. PUBLIC HEARING ON LEVYING DEBT ASSESSMENTS**
 - A. Open the Public Hearing on Levying Debt Assessments
 - B. Staff Presentation
 - C. Public Comment
 - D. Close the Public Hearing on Levying Debt Assessments
 - E. Consideration of Resolution 2020-29; Levying Debt Assessments – Series 2020 BondsTab 04
- 9. RECESS TO AUDIT COMMITTEE MEETING**
- 10. AUDIT COMMITTEE MEETING**

- A. Call to Order/Roll Call
- B. Appoint Chairman
- C. Selection of Criteria for Evaluation of Proposals
- D. Determine Date, Time and Location RFP Required
 - i. Consider Notice of Request for Proposals for Audit Services
- E. Consider Sending RFP to Interested Firms
- F. Determine Date of Next Committee Meeting
 - i. Audit Committee Guidelines.....Tab 05
- 11. RETURN AND PROCEED TO REGULAR MEETING**
- 12. VENDOR AND STAFF REPORTS**
 - A. District Counsel
 - B. District Manager
 - C. District Engineer
- 13. BUSINESS ITEMS**
 - A. Consideration of Resolution 2020-30; Canvassing and Certifying the Results of the Landowners Election.....Tab 06
 - B. Consideration of Resolution 2020-31; Declaring Officers.....Tab 07
 - C. Consideration of Resolution 2020-32; Approving Fiscal Year 2021 Proposed Budget & Setting Public Hearing.....Tab 08
 - D. Consideration of Resolution 2020-33; Adopting Statutory Alternative Investment Policies.....Tab 09
 - E. Consideration of RFP for Engineering Services.....Tab 10
 - F. Discussion on Acceptance of Compensation for Board Members
 - G. General Matters of the District
- 14. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 15. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,



Brian Lamb, CEO
Meritus

RESOLUTION 2020-26

RESOLUTION OF THE BOARD OF SUPERVISORS OF BERRY BAY COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE BERRY BAY COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTIONS 197.3631 AND 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Berry Bay Community Development District (“District”) was established pursuant to the provisions of Chapter 190, Florida Statutes, which authorizes the District to levy certain assessments which include operation and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, Florida Statutes; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Sections 197.3631 and 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Hillsborough County for four (4) consecutive weeks prior to such hearing.

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

SECTION 1. Berry Bay Community Development District upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit “A.”** The non-ad valorem assessments and the District’s use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. 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.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 7TH DAY OF MAY, 2020.

ATTEST:

**BERRY BAY COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair

Exhibit A: Legal Description

EXHIBIT "A"

BERRY BAY CDD DESCRIPTION

PARCEL A

PARCEL 1:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; AND THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, LYING EAST OF U.S. HIGHWAY NO. 301.

PARCEL 2:

THAT PART OF SECTION 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, LYING SOUTH AND EAST OF U.S. HIGHWAY NO. 301 (STATE ROAD NO. 43) AND NORTHEAST OF DUG CREEK ROAD, AND NORTH AND WEST OF THE CENTERLINE OF AN EXISTING CREEK KNOWN AS DUG CREEK.

PARCEL 3:

A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 30; THENCE SOUTH 00°08'40" WEST, ALONG THE WEST BOUNDARY OF SAID SECTION 30, A DISTANCE OF 1,234.46 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SURVEY BY THE STATE ROAD DEPARTMENT OF U.S. HIGHWAY NO. 301 (S.R. NO. 43); THENCE NORTH 48°51'40" EAST ALONG SAID CENTERLINE OF SURVEY, A DISTANCE OF 792.38 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT ON AN ARC OF 425.18 FEET, HAVING A RADIUS OF 1,432.40 FEET, SUBTENDED BY A CHORD OF 423.62 FEET, CHORD BEARING NORTH 40°21'20" EAST, TO THE INTERSECTION WITH THE CENTERLINE OF DUG CREEK ROAD; THENCE ALONG SAID CENTERLINE SOUTH 47°29'50" EAST A DISTANCE OF 864.86 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT ON AN ARC OF 984.20 FEET, HAVING A RADIUS OF 8,084.64 FEET, SUBTENDED BY A CHORD OF 983.59 FEET, CHORD BEARING SOUTH 44°00'35" EAST; THENCE LEAVING SAID CENTERLINE NORTH 49°28'40" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID DUG CREEK ROAD; THENCE SOUTH 40°31'20" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 194.94 FEET FOR A POINT OF BEGINNING; THENCE NORTH 49°28'40" EAST, A DISTANCE OF 385.00 FEET TO A WITNESS CORNER; THENCE CONTINUE NORTH 49°28'40" EAST A DISTANCE OF 35.00 FEET, MORE OR LESS, TO THE CENTERLINE OF AN EXISTING CREEK; THENCE MEANDER WESTERLY ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 450.00 FEET, MORE OR LESS, TO A POINT OF INTERSECTION OF SAID CREEK CENTERLINE WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID DUG CREEK ROAD; THENCE SOUTH 40°31'20" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 140.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS:

TRACT 1

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12914, PAGE 304 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING IN SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 32 SOUTH, RANGE 20 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE SOUTH 00°25'15" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 660.70 FEET; THENCE LEAVING SAID EAST LINE, NORTH 64°37'57" WEST, A DISTANCE OF 377.51 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY 400.60 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3,285.00 FEET, A CENTRAL ANGLE OF 06°59'14", AND A CHORD BEARING AND DISTANCE OF NORTH 68°07'34"

FEET, A CENTRAL ANGLE OF 06°59'14", AND A CHORD BEARING AND DISTANCE OF NORTH 68°07'34" WEST 400.35 FEET; THENCE NORTH 26°45'23" WEST, A DISTANCE OF 105.87 FEET; THENCE NORTH 18°14'37" EAST, ALONG THE EAST RIGHT-OF-WAY U.S. HIGHWAY NO. 301 (STATE ROAD 43), A 182.00 FEET WIDE RIGHT-OF-WAY ACCORDING TO STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 10010-2504, DATED 04/27/65, A DISTANCE OF 264.08 FEET; THENCE NORTH 89°37'17" EAST, ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19, AND SAID NORTH LINE OF THE SOUTH 1/2, RESPECTIVELY, A DISTANCE OF 672.79 FEET TO THE POINT OF BEGINNING.

ALSO LESS:

TRACT 2

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12914, PAGE 304 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF SECTION 19 AND THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE SOUTH 89°37'17" WEST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19 AND ITS WESTERLY EXTENSION, RESPECTIVELY, A DISTANCE OF 672.79 FEET; THENCE SOUTH 18°14'37" WEST, ALONG THE EAST RIGHT-OF-WAY U.S. HIGHWAY NO. 301 (STATE ROAD 43), A 182.00 FEET WIDE RIGHT-OF-WAY ACCORDING TO STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 10010-2504, DATED 04/27/65, A DISTANCE OF 543.79 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST RIGHT-OF-WAY, NORTH 63°14'37" EAST, A DISTANCE OF 105.84 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE EASTERLY 384.46 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3,155.00 FEET, A CENTRAL ANGLE OF 06°58'55", AND A CHORD BEARING AND DISTANCE OF SOUTH 68°07'24" EAST 384.22 FEET; THENCE SOUTH 64°37'57" EAST, A DISTANCE OF 304.35 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY 46.36 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 53°07'48", AND A CHORD BEARING AND DISTANCE OF SOUTH 51°55'57" WEST 44.72 FEET; THENCE SOUTH 25°22'03" WEST, A DISTANCE OF 177.26 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 358.75 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,192.00 FEET, A CENTRAL ANGLE OF 17°14'39", AND A CHORD BEARING AND DISTANCE OF SOUTH 33°59'23" WEST 357.40 FEET; THENCE SOUTH 42°36'42" WEST, A DISTANCE OF 294.40 FEET; THENCE NORTH 47°23'18" WEST, ALONG THE NORTHEASTERLY RIGHT-OF-WAY OF SAFFOLD ROAD (DUG CREEK ROAD), A 100.00 FEET WIDE RIGHT-OF-WAY ACCORDING TO OFFICIAL RECORDS BOOK 1777, PAGE 1017 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, A DISTANCE OF 577.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG AFORESAID EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 301 (STATE ROAD 43), 312.66 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,432.40 FEET, A CENTRAL ANGLE OF 12°30'23", AND A CHORD BEARING AND DISTANCE OF NORTH 23°51'47" EAST 312.04 FEET; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY, NORTH 18°14'37" EAST, A DISTANCE OF 263.90 FEET TO THE POINT OF BEGINNING.

ALSO LESS:

TRACT 3

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12914, PAGE 304 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING IN THE NORTH 1/2 OF SECTION 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE SOUTH 89°37'17" WEST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE

SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19 AND ITS WESTERLY EXTENSION, RESPECTIVELY, A DISTANCE OF 672.79 FEET; THENCE SOUTH 18°14'37" WEST, ALONG THE EAST RIGHT-OF-WAY U.S. HIGHWAY NO. 301 (STATE ROAD 43), A 182.00 FEET WIDE RIGHT-OF-WAY ACCORDING TO STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 10010-2504, DATED 04/27/65, A DISTANCE OF 807.69 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY, SOUTHWESTERLY 312.66 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,432.40 FEET, A CENTRAL ANGLE OF 12°30'23", AND A CHORD BEARING AND DISTANCE OF SOUTH 23°51'47" WEST 312.04 FEET; THENCE SOUTH 47°23'18" EAST, ALONG THE NORTHEASTERLY RIGHT-OF-WAY OF SAFFOLD ROAD (DUG CREEK ROAD), A 100.00 FEET WIDE RIGHT-OF-WAY ACCORDING TO OFFICIAL RECORDS BOOK 1777, PAGE 1017 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, A DISTANCE OF 577.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 42°36'42" EAST, A DISTANCE OF 294.40 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHEASTERLY 358.75 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,192.00 FEET, A CENTRAL ANGLE OF 17°14'39", AND A CHORD BEARING AND DISTANCE OF NORTH 33°59'23" EAST 357.40 FEET; THENCE NORTH 25°22'03" EAST, A DISTANCE OF 177.26 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 46.36 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 53°07'48", AND A CHORD BEARING AND DISTANCE OF NORTH 51°55'57" EAST 44.72 FEET; THENCE SOUTH 64°37'57" EAST, A DISTANCE OF 588.37 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE EASTERLY 634.95 FEET, MORE OR LESS, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,183.00 FEET, A CENTRAL ANGLE OF 16°39'55", AND A CHORD BEARING AND DISTANCE OF SOUTH 72°57'54" EAST 632.72 FEET TO THE CENTERLINE OF AN EXISTING CREEK KNOWN AS DUG CREEK; THENCE MEANDER ALONG SAID CENTERLINE OF DUG CREEK THE FOLLOWING TWENTY-FOUR (24) COURSES: 1) SOUTH 30°32'54" EAST, A DISTANCE OF 89.17 FEET; 2) SOUTH 68°14'41" EAST, A DISTANCE OF 88.61 FEET; 3) SOUTH 02°15'37" WEST, A DISTANCE OF 45.45 FEET; 4) SOUTH 20°53'14" EAST, A DISTANCE OF 89.33 FEET; 5) SOUTH 44°22'41" EAST, A DISTANCE OF 40.26 FEET; 6) SOUTH 04°14'11" WEST, A DISTANCE OF 79.25 FEET; 7) SOUTH 14°31'56" WEST, A DISTANCE OF 67.65 FEET; 8) SOUTH 59°36'42" WEST, A DISTANCE OF 61.85 FEET; 9) SOUTH 30°06'48" WEST, A DISTANCE OF 55.43 FEET; 10) SOUTH 37°17'05" WEST, A DISTANCE OF 90.87 FEET; 11) SOUTH 20°05'49" WEST, A DISTANCE OF 32.83 FEET; 12) SOUTH 21°14'11" WEST, A DISTANCE OF 63.40 FEET; 13) SOUTH 06°14'11" WEST, A DISTANCE OF 39.62 FEET; 14) SOUTH 02°58'04" EAST, A DISTANCE OF 50.43 FEET; 15) SOUTH 44°38'59" WEST, A DISTANCE OF 41.07 FEET; 16) SOUTH 10°05'57" EAST, A DISTANCE OF 50.65 FEET; 17) SOUTH 51°46'38" WEST, A DISTANCE OF 34.89 FEET; 18) SOUTH 74°46'38" WEST, A DISTANCE OF 45.55 FEET; 19) NORTH 89°30'12" WEST, A DISTANCE OF 43.79 FEET; 20) SOUTH 43°10'16" WEST, A DISTANCE OF 33.52 FEET; 21) SOUTH 72°06'49" WEST, A DISTANCE OF 55.51 FEET; 22) SOUTH 14°46'38" WEST, A DISTANCE OF 62.99 FEET; 23) SOUTH 24°57'12" WEST, A DISTANCE OF 34.89 FEET; 24) SOUTH 71°03'06" WEST, A DISTANCE OF 88.53 FEET; THENCE SOUTH 49°35'12" WEST, ALONG THE BOUNDARY OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 12914, PAGE 304 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, A DISTANCE OF 420.00 FEET; THENCE ALONG AFORESAID NORTHEASTERLY RIGHT-OF-WAY OF SAFFOLD ROAD (DUG CREEK ROAD) THE FOLLOWING THREE (3) COURSES: 1) NORTH 40°24'48" WEST, A DISTANCE OF 194.94 FEET TO A POINT ON A CURVE TO THE LEFT; 2) NORTHWESTERLY 990.28 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 8,134.68 FEET, A CENTRAL ANGLE OF 06°58'30", AND A CHORD BEARING AND DISTANCE OF NORTH 43°54'03" WEST 989.67 FEET; 3) NORTH 47°23'18" WEST, A DISTANCE OF 244.44 FEET TO THE POINT OF BEGINNING.

AND

PARCEL B

A PARCEL OF LAND LYING IN SECTIONS 19 AND 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, EXPLICITLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30 FOR THE POINT OF BEGINNING, THENCE ON THE EAST BOUNDARY THEREOF SOUTH 00°11'40" WEST, A DISTANCE OF 3157.65 FEET MORE OR LESS TO THE CENTERLINE OF A CREEK; THENCE MEANDER NORTHEASTERLY, EASTERLY, NORTHWESTERLY, AND NORTHERLY ALONG THE CENTERLINE OF SAID CREEK TO THE NORTH BOUNDARY OF SAID SECTION 30 AND A POINT WHICH BEARS SOUTH 89°10'52" WEST, A DISTANCE

OF 2194.61 FEET MORE OR LESS FROM THE POINT OF BEGINNING; THENCE ON SAID NORTH BOUNDARY THE SAME BEING THE SOUTH BOUNDARY OF AFORESAID SECTION 19, NORTH 89°10'52" EAST, A DISTANCE OF 2202.57 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 30, THENCE SOUTH 00°08'40" WEST ALONG THE WEST BOUNDARY OF SAID SECTION 30, A DISTANCE OF 1234.46 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SURVEY BY THE STATE ROAD DEPARTMENT OF U.S. HIGHWAY 301 (S.R.#43); THENCE NORTH 48°51'40" EAST, ALONG SAID CENTERLINE OF SURVEY, A DISTANCE OF 792.38 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT ON AN ARC OF 425.18 FEET, HAVING A RADIUS OF 1432.40 FEET; SUBTENDED BY A CHORD OF 423.62 FEET; CHORD BEARING NORTH 40°21'20" EAST TO THE INTERSECTION WITH THE CENTERLINE OF DUG CREEK ROAD; THENCE ALONG SAID CENTERLINE SOUTH 47°29'50" EAST, A DISTANCE OF 864.86 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT ON AN ARC OF 984.20 FEET, HAVING A RADIUS OF 8084.64 FEET; SUBTENDED BY A CHORD OF 983.59; CHORD BEARING SOUTH 44°00'35" EAST; THENCE LEAVING SAID CENTERLINE NORTH 49°28'40" EAST, A DISTANCE OF 50.0 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID DUG CREEK ROAD; THENCE SOUTH 40°31'20" EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1175.94 FEET FOR A POINT OF BEGINNING; THENCE NORTH 49°28'40" EAST, A DISTANCE OF 219.78 FEET TO A WITNESS CORNER; THENCE CONTINUE NORTH 49°28'40" EAST, A DISTANCE OF 35 FEET, MORE OR LESS, TO THE CENTERLINE OF AN EXISTING CREEK; THENCE MEANDER SOUTHERLY ALONG SAID CREEK CENTERLINE, A DISTANCE OF 380 FEET, MORE OR LESS, TO A POINT LYING NORTH 00°11'40" EAST, A DISTANCE OF 38 FEET, MORE OR LESS, OF A WITNESS CORNER; THENCE SOUTH 00°11'40" WEST, A DISTANCE OF 38 FEET, MORE OR LESS, TO SAID WITNESS CORNER, SAID POINT ALSO BEING A POINT ON A CURVE ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DUG CREEK ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT ON AN ARC OF 117.87 FEET, HAVING A RADIUS OF 637.11 FEET, SUBTENDED BY A CHORD OF 117.70 FEET, CHORD BEARING NORTH 45°49'20" WEST TO A POINT OF TANGENCY; THENCE NORTH 40°31'20" WEST, A DISTANCE OF 219.00 FEET TO THE POINT OF BEGINNING. A/K/A PARCEL 24, BEING THE SAME PROPERTY AS PARCEL 1 AS RECORDED IN O.R. BOOK 8210, PAGE 735, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

AND

PARCEL C

COMMENCING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA FOR A POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 89°55'26" EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 29 A DISTANCE OF 1978.97 FEET; THENCE RUN SOUTH 00°07'21" EAST A DISTANCE OF 1050.68 FEET; THENCE RUN SOUTH 89°55'26" EAST, ALONG A LINE 1050.68 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF SAID SECTION 29, A DISTANCE OF 1328.30 FEET TO THE WESTERLY RIGHT- OF-WAY OF THE SEABOARD COAST LINE RAILROAD; THENCE RUN SOUTH 32°12'05" WEST ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 4154.56 FEET TO THE NORTHERLY RIGHT-OF-WAY OF DUG CREEK (SAFFOLD ROAD); THENCE RUN NORTH 55°51'37" WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID ROAD, A DISTANCE OF 197.07 FEET, CONTINUE THENCE ALONG SAID NORTHERLY ROAD RIGHT-OF-WAY NORTH 49°53'00" WEST A DISTANCE OF 1247.22 FEET TO A POINT ON THE WEST BOUNDARY OF SAID SECTION 29; THENCE RUN NORTH 00°19'49" EAST ALONG THE SAID WEST BOUNDARY, A DISTANCE OF 509.44 FEET TO THE CENTERLINE OF A CREEK; THENCE MEANDER ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING COURSES: NORTH 83°08'26" EAST, A DISTANCE OF 396.27 FEET; THENCE NORTH 69°26'38" EAST, A DISTANCE OF 169.65 FEET; THENCE NORTH 58°52'30" EAST, A DISTANCE OF 353.16 FEET; THENCE NORTH 23°46'27" WEST, A DISTANCE OF

377.31 FEET (END OF COURSES); THENCE NORTH 89°40'11" WEST, A DISTANCE OF 38.84 FEET; THENCE RUN NORTH 00°19'49" EAST, A DISTANCE OF 330 FEET; THENCE RUN NORTH 89°40'11" WEST, A DISTANCE OF 660.00 FEET TO THE WEST BOUNDARY OF SAID SECTION 29; THENCE RUN NORTH 00°19'49" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 2178.97 FEET TO THE NORTHWEST CORNER OF SAID SECTION 29, ALSO BEING THE POINT OF BEGINNING, ALSO INCLUDING AN EASEMENT FOR INGRESS AND EGRESS CONSISTING OF THAT PORTION OF THE WEST 30.00 FEET OF SAID SECTION 29, COMMENCING AT A POINT 2178.97 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 29; THENCE RUNNING SOUTHERLY AND TERMINATING AT THE NORTH RIGHT-OF-WAY LINE OF DUG CREEK (SAFFOLD ROAD).

TOTAL OVERALL PROPERTY CONTAINING 361.816 ACRES

RESOLUTION 2020-27

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

WHEREAS, the Berry Bay 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 entirely within Hillsborough County, 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 May 7, 2020, 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 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 MAY, 2020.

**BERRY BAY COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair

RULES OF PROCEDURE

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

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**RULES OF PROCEDURE
BERRY BAY COMMUNITY DEVELOPMENT DISTRICT**

1.0 General.

- (1) Berry Bay 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.
- (2) Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) 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(1)(a), Fla. Stat.

Law Implemented: s.s. 190.011(5), 120.53(1)(a), 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”, 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 accord 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 by publication in a newspaper of general circulation in the District 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 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 in a newspaper of general circulation in the District, 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 notifying at least one major newspaper of general circulation in the District. 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 by publication of a notice of rule development in a newspaper of general circulation in the District 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 in a newspaper of general circulation in the county in which the District is located 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 in a newspaper of general circulation in the county in which the District is located.

- (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 in a newspaper of general circulation within the District 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 make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. 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) Variations and Waivers. Variations 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 190.11(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 or 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 or 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 or 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 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 of 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 or 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 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 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 seven (7) 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 seven (7) 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 seven (7) 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 seven (7) 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 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 seven (7) 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 May 7, 2020.

RESOLUTION 2020-28

THE ANNUAL APPROPRIATION RESOLUTION OF THE BERRY BAY COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING MARCH 11, 2020, (THE “EFFECTIVE DATE” OF THE ORDINANCE) AND ENDING SEPTEMBER 30, 2020 APPROVING A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has submitted to the Board of Supervisors (“**Board**”) a proposed budget for the budget year beginning March 11, 2020 (the effective date of the Ordinance) and ending September 30, 2020, along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the District filed a copy of the proposed budget (the “**Proposed Budget**”) with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set May 7, 2020, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that the District Board by passage of the Annual Appropriation Resolution shall adopt 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; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project 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, in order for the Developer to fund a portion of the Budget, the Board desires to approve a form of the Budget Funding Agreement.

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

Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager’s 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 in Section 2 below.
- b. That the Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, 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 2019/2020.
- 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 Community Development District for the Fiscal Year Beginning March 11, 2020, and Ending September 30, 2020,” as adopted by the Board of Supervisors on May 7, 2020.
- d. The final adopted budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the District, for the fiscal year beginning March 11, 2020, and ending September 30, 2020, the sum of \$ 937,000.00 to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

| | |
|--------------------|------------------------|
| TOTAL GENERAL FUND | \$ <u>937,000.00</u> |
| TOTAL ALL FUNDS | \$ <u>937,000.00</u> * |

*Not inclusive of any collection costs.

Section 3. Budget Amendments

Pursuant to Section 189.016, 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. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. and d. above are posted on the District’s website within five (5) days after adoption.

Section 4. Budget Funding Agreement

The form of the Budget Funding Agreement, attached as **Exhibit “B”** hereto, is hereby approved in order to fund the Developer’s portion of the budget for Fiscal Year 2019/2020.

Section 5. Effective Date.

This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Berry Bay Community Development District.

PASSED AND ADOPTED THIS 7TH DAY OF MAY, 2020.

ATTEST:

**BERRY BAY COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Print Name: _____
Assistant Secretary

By: _____
Print Name: _____
Chair / Vice Chair

Exhibit A: 2019/2020 Budget
Exhibit B: Budget Funding Agreement

2020



BERRY BAY

COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2020
FINAL ANNUAL OPERATING BUDGET

MARCH 26, 2020



BERRY BAY

COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2020 FINAL ANNUAL OPERATING BUDGET

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MARCH 26, 2020

BERRY BAY

COMMUNITY DEVELOPMENT DISTRICT

BUDGET INTRODUCTION

Background Information

The Berry Bay Community Development District is a local special purpose government authorized by Chapter 190, Florida Statutes, as amended. The Community Development District (CDD) is an alternative method for planning, financing, acquiring, operating and maintaining community-wide infrastructure in master planned communities. The CDD also is a mechanism that provides a “solution” to the State’s needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers. CDDs represent a major advancement in Florida’s effort to manage its growth effectively and efficiently. This allows the community to set a higher standard for construction along with providing a long-term solution to the operation and maintenance of community facilities.

The following report represents the District budget for Fiscal Year 2020, which begins on October 1, 2019. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

| <u>Fund Number</u> | <u>Fund Name</u> | <u>Services Provided</u> |
|---------------------------|-------------------------|--|
| 001 | General Fund | Operations and Maintenance of Community Facilities |

Facilities of the District

The District’s existing facilities include storm-water management (lake and water control structures), wetland preserve areas, street lighting, landscaping, entry signage, entry features, irrigation distribution facilities, recreational center, parks, pool facility, tennis courts and other related public improvements.

Maintenance of the Facilities

In order to maintain the facilities, the District conducts hearings to adopt an operating budget each year. This budget includes a detailed description of the maintenance program along with an estimate of the cost of the program. The funding of the maintenance budget is levied as a non-ad valorem assessment on your property by the District Board of Supervisors.

BERRY BAY

COMMUNITY DEVELOPMENT DISTRICT

| | Fiscal Year 2020 Final Operating Budget |
|---|---|
| REVENUES | |
| SPECIAL ASSESSMENTS - SERVICE CHARGES | |
| Operations & Maintenance Assmts-Tax Roll | 0.00 |
| TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES | \$0.00 |
| CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES | |
| Landowner Direct Funding | 937,000.00 |
| TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES | \$937,000.00 |
| OTHER MISCELLANEOUS REVENUES | |
| Miscellaneous | 0.00 |
| TOTAL OTHER MISCELLANEOUS REVENUES | \$0.00 |
| TOTAL REVENUES | \$937,000.00 |
| EXPENDITURES | |
| FINANCIAL & ADMINISTRATIVE | |
| District Management | 47,600.00 |
| District Engineer | 21,100.00 |
| Disclosure Report | 5,300.00 |
| Trustees Fees | 10,500.00 |
| Auditing Services | 6,350.00 |
| Accounting Services | 9,500.00 |
| Postage, Phone, Faxes, Copies | 5,300.00 |
| Public Officials Insurance | 5,300.00 |
| Legal Advertising | 10,500.00 |
| Bank Fees | 1,050.00 |
| Dues, Licenses & Fees | 200.00 |
| Miscellaneous Fees | 300.00 |
| TOTAL FINANCIAL & ADMINISTRATIVE | \$123,000.00 |
| LEGAL COUNSEL | |
| District Counsel | 10,500.00 |
| TOTAL DISTRICT COUNSEL | \$10,500.00 |
| UTILITY SERVICES | |
| Electric Utility Services - Streetlights | 468,000.00 |
| Electric Utility Services - All Others | 15,900.00 |
| TOTAL UTILITY SERVICES | \$483,900.00 |
| WATER-SEWER COMBINATION SERVICES | |
| Water Utility Services | 26,500.00 |
| TOTAL WATER-SEWER COMBINATION SERVICES | \$26,500.00 |
| OTHER PHYSICAL ENVIRONMENT | |
| Waterway Management System | 58,200.00 |
| General, Property & Casualty Insurance | 12,700.00 |
| Landscape Maintenance | 132,300.00 |
| Miscellaneous Landscape | 15,900.00 |
| Plant Replacement Program | 26,500.00 |
| Irrigation Maintenance | 10,500.00 |
| TOTAL OTHER PHYSICAL ENVIRONMENT | \$256,100.00 |
| ROAD & STREET FACILITIES | |
| Pavement & Drainage Repairs & Maintenance | 37,000.00 |
| TOTAL ROAD & STREET FACILITIES | \$37,000.00 |
| TOTAL EXPENDITURES | \$937,000.00 |
| EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES | \$0.00 |

*** EXCLUDES 2% HILLSBOROUGH COUNTY COLLECTION COST

*** EXCLUDES 4% EARLY PAYMENT DISCOUNT

BERRY BAY

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Financial & Administrative

District Manager

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

District Engineer

Consists of attendance at scheduled meetings of the Board of Supervisors, offering advice and consultation on all matters related to the works of the District, such as bids for yearly contracts, operating policy, compliance with regulatory permits, etc.

Disclosure Reporting

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

Trustees Fees

This item relates to the fee assessed for the annual administration of bonds outstanding, as required within the bond indentures.

Auditing Services

The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to State Law and the Rules of the Auditor General.

Postage, Phone, Fax, Copies

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

Public Officials Insurance

The District carries Public Officials Liability in the amount of \$1,000,000.

Legal Advertising

This is required to conduct the official business of the District in accordance with the Sunshine Law and other advertisement requirements as indicated by the Florida Statutes.

Bank Fees

The District operates a checking account for expenditures and receipts.

Dues, Licenses & Fees

The District is required to file with the County and State each year.

Miscellaneous Fees

To provide for unbudgeted administrative expenses.

Office Supplies

Cost of daily supplies required by the District to facilitate operations.

Website Administration

This is for maintenance and administration of the Districts official website.

BERRY BAY

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Legal Counsel

District Counsel

Requirements for legal services are estimated at an annual expenditures on an as needed and also cover such items as attendance at scheduled meetings of the Board of Supervisor's, Contract preparation and review, etc.

Electric Utility Services

Electric Utility Services

This item is for street lights, pool, recreation facility and other common element electricity

Other Physical Environment

Waterway Management System

This item is for maintaining the multiple waterways that compose the District's waterway management system and aids in controlling nuisance vegetation that may otherwise restrict the flow of water

Property & Casualty Insurance

The District carries \$1,000,000 in general liability and also has sovereign immunity.

Entry & Walls Maintenance

This item is for maintaining the main entry feature and other common area walls.

Landscape Maintenance

The District contracts with a professional landscape firm to provide service through a public bid process. This fee does not include replacement material or irrigation repairs.

Miscellaneous Landscape

This item is for any unforeseen circumstances that may effect the appearance of the landscape program.

Plant Replacement Program

This item is for landscape items that may need to be replaced during the year.

BERRY BAY

COMMUNITY DEVELOPMENT DISTRICT

SCHEDULE OF ANNUAL ASSESSMENTS⁽¹⁾

| Lot Size | EAU Value | Unit Count | Debt Service Per Unit | O&M Per Unit | FY 2020 Total Assessment |
|--|-----------|------------|-----------------------|--------------|--------------------------|
| ASSESSMENT AREA ONE - SERIES 2020 | | | | | |
| Single Family 40' | 1.00 | 295 | \$0.00 | \$830.00 | \$830.00 |
| Single Family 50' | 1.25 | 381 | \$0.00 | \$1,075.00 | \$1,075.00 |
| Single Family 60' | 1.50 | 261 | \$0.00 | \$1,315.00 | \$1,315.00 |
| Subtotal | | 937 | | | |
| TOTAL | | 937 | | | |

Notations:

⁽¹⁾ Annual assessments include Hillsborough County collection costs and statutory discounts for early payment.

Berry Bay Community Development District
Fiscal Year 2019/2020 Budget Funding Agreement

This Agreement is made and entered into as of the 7th day of May, 2020, by and between the **Berry Bay Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes, whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the “**District**”) and **301 Wimauma, LLC**, a Florida limited liability company, its successors and assigns, authorized to do business in the State of Florida, (the “**Developer**”) whose mailing address is 111 S. Armenia Avenue, Suite 201, Tampa, Florida 33609, (the “**Developer**”).

Recitals

WHEREAS, the District was established by the Board of County Commissioners of Hillsborough County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining public infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Developer presently owns all real property, as more particularly described in **Exhibit “A”** attached hereto, (the “**Property**”) within the District, which Property will benefit from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year 2019/2020, which commences on March 11, 2020, the effective date of the ordinance, and concludes on September 30, 2020 (the “**Budget**”); and

WHEREAS, in lieu of levying special assessments on the Property, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit “B”** so long as payment is timely provided; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit “B”** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy non ad valorem special assessments as authorized by law against the Property to pay for the activities, operations and services of the District as set forth in **Exhibit “B”**.

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 2019/2020 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to the amounts shown in the Budget attached hereto as **Exhibit “B”** 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. **Budget Revisions.** The District and Developer agree that the Budget shall be revised at the end of the 2019/2020 fiscal year to reflect the actual expenditures of the District for the period beginning on March 11, 2020, the effective date of the ordinance, and ending on September 30, 2020. The Developer shall not be responsible for any additional costs other than those costs provided for in the Budget. However, if the actual expenditures of the District are

less than the amount shown in the Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.

3. Amendments. This instrument constitutes the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. Governing Law. 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. 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.

10. Termination of Agreement. The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2019/2020 fiscal year on September 30, 2020. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

11. Costs and 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.

[SIGNATURE PAGE TO FOLLOW]

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

Attest:

**Berry Bay Community
Development District**

By: _____
Name: _____
Secretary

By: _____
Name: _____
Chair of the Board of Supervisors

Witnesses:

301 Wimauma, LLC
a Florida limited liability company

By: _____
Name: _____

By: _____
Jeffery S. Hills
Manager

By: _____
Name: _____

RESOLUTION 2020-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY 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 FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; 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 REVENUE BONDS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170 and 190 Florida Statutes, including specifically, Section 170.08, Florida Statutes.

SECTION 2. FINDINGS. The Board of Supervisors (the “**Board**”) of the Berry Bay 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 Report of the District Engineer dated March 26, 2020 (the “**2020 Project**”), attached hereto as **Exhibit “A”**.

(c) The District is authorized by Chapters 170, 190, and 197, Florida Statutes, to levy special assessments to pay all or any part of the cost of community development improvements such as the 2020 Project and to issue revenue bonds payable from special assessments as provided in Chapters 170, 190, and 197, Florida Statutes.

(d) It is desirable for the public safety and welfare that the District construct and acquire the 2020 Project on certain lands within the District, the nature and location of which are described in Resolution 2020-23 and more specifically described in the plans and specifications on file at the registered office of the District; that the cost of such 2020 Project be assessed against the lands specially benefited thereby, and that the District issue its special assessment revenue bonds, in one or more series (herein, the “**Series 2020 Bonds**”), to provide funds for such purpose pending the receipt of such special assessments.

(e) It is necessary for the District to issue and sell the Series 2020 Bonds to generate funds to pay the cost of constructing and acquiring a portion of the 2020 Project.

(f) The implementation of the 2020 Project, the levying of such special assessments and the sale and issuance of the Series 2020 Bonds serves a proper, essential, and valid public purpose.

(g) By Resolution 2020-23, the Board determined to implement the 2020 Project and to defray the cost thereof by levying special assessments on benefited property and expressed an intention to issue the Series 2020 Bonds to provide the funds needed therefor prior to the collection of such special assessments. Resolution 2020-23 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 2020-23 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 of Supervisors of the District.

(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 2020-24 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 2020 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 2020 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 2020 Project, plus financing related costs, capitalized interest, a debt service reserve, and contingency is as specified in the Master Assessment Methodology Report dated March 26, 2020 prepared by Meritus Corp, (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 2020 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 which is part of the Assessment Report;

(iii) it is hereby declared that the 2020 Project will constitute a special benefit to all parcels of real property listed on the final assessment roll set forth in the 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 Debt Assessments (as defined below) 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 Report.

"Debt Assessment" or **"Debt Assessments"** means the non-ad valorem special assessments imposed to repay the Series 2020 Bonds which are being issued to finance the construction and acquisition of the 2020 Project as described in the Assessment Report.

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

SECTION 4. AUTHORIZATION OF 2020 PROJECT. The 2020 Project described in Resolution 2020-03, 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 Series 2020 Bonds referred to herein.

SECTION 5. ESTIMATED COST OF 2020 PROJECT. The total estimated costs of the 2020 Project, and the estimated financing 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 DEBT ASSESSMENTS. The Debt Assessments on the benefited parcels all as specified in the final assessment roll contained within the Assessment Report, are hereby equalized, approved, confirmed and levied. Promptly following the adoption of this Resolution, those Debt 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 2020 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 2020 Project is less than the amount assessed therefor, the District shall credit to each Debt Assessment for the 2020 Project the proportionate difference between the Debt Assessment as hereby made, approved and confirmed and the actual costs of the 2020 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 capitalized interest, funded reserves or bond discount included in the estimated cost of the 2020 Project. Such credits shall be entered in the Improvement Lien Book. Once the final amount of the Assessments for all of the 2020 Project has been determined, the term " **Debt Assessment**" shall mean the sum of the actual costs of the 2020 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 2020 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 regardless of product type will be benefited equally by the 2020 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 Series 2020 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, whether then existing or thereafter created (except for federal liens, titles, and claims); 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 Debt 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 Series 2020 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 Assessment Report, together with interest at the applicable coupon rate of the Series 2020 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 provided for by Florida law; 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 a 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 2020 Project have been completed and the Board has adopted a resolution accepting the 2020 Project as provided by Section 170.09, Florida Statutes. Further, after the completion and acceptance of the 2020 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 a 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 SERIES 2020 BONDS; REFUNDS FOR OVERPAYMENT. Upon payment of all of the principal and interest on the Series 2020 Bonds secured by the Debt Assessments, the Debt Assessments theretofore securing the Series 2020 Bonds shall no longer be levied by the District. If, for any reason, Assessments are overpaid or excess Debt Assessments are collected, or if, after repayment of the Series 2020 Bonds the Trustee makes payment to the District of excess amounts held by it for payment of the Series 2020 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, 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 Series 2020 Bonds. Accordingly, the Debt Assessments for the Series 2020 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 levied against any parcels owned by the Developer, the District may invoice and collect such Debt Assessments directly from the Developer 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.

SECTION 12. CONFIRMATION OF INTENTION TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS. The Board hereby confirms its intention to issue the Series 2020 Bonds, to provide funds, pending receipt of the Debt Assessments, to pay all or a portion of the cost of the 2020 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.

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

PASSED AND ADOPTED this 7th day of May, 2020.

Attest:

**Berry Bay Community
Development District**

Brian Lamb
Assistant Secretary/Secretary

Jeffery Hills
Chair of the Board of Supervisors

Exhibit “A” –Report of the District Engineer dated March 26, 2020

Exhibit “B” –Master Assessment Methodology Report dated March 26, 2020

**Berry Bay Community
Development District**

Report of the District Engineer



Prepared for:
Board of Supervisors
Berry Bay
Community Development District

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

March 26, 2020



1.0 INTRODUCTION

The Berry Bay Community Development District ("the District") encompasses approximately 361.82 acres within Hillsborough County, Florida. The District is located within Sections 19, 29, and 30 Township 32 South, Range 20 East and is vacant land southeast of Sun City Center.

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

2.0 PURPOSE

The District was established by Hillsborough County Ordinance 2020-07 effective on March 10, 2020 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 Report of the District Engineer is to provide a description and estimated costs of the public improvements and community facilities being planned within a portion of the District.

3.0 THE DEVELOPER AND DEVELOPMENT

The property owner EPGT LLC plans to construct public subdivision improvements and community facilities, including water management and control, water supply, sewer and wastewater management, roads, parks and recreation, and landscaping/hardscaping/irrigation.

The District is anticipated to include 937 single family units.

See Exhibit B for the Concept Plan.

4.0 PUBLIC SUBDIVISION IMPROVEMENTS AND COMMUNITY FACILITIES

Detailed descriptions of the proposed public subdivision 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 insure 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 Land Development Code and technical standards related to stormwater treatment and SWFWMD Rules and Regulations. The District is anticipated to own and maintain these facilities.

4.2 WATER SUPPLY

The District is located within the Hillsborough County Utilities Department's service area which will provide water supply for potable water service and fire protection to the property.

The water supply systems will be designed in accordance with the Hillsborough County technical standards and will also own and maintain these facilities.

4.3 SEWER AND WASTEWATER MANAGEMENT

The District is located within the Hillsborough County Utilities Department's service area which will provide sewer and wastewater management service to the District via collection system within the subdivision road rights of way and interconnecting pump stations.

All sanitary sewer and wastewater management facilities will be designed in accordance with the Department's technical standards. The Department will own and maintain these facilities.

4.4 DISTRICT ROADS

The collector road providing access to all units within the community is considered a master improvement. The other subdivision streets connecting to the collector road are considered subdivision improvement that benefit those units within that phase. 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 Hillsborough County's Land Development Code and technical standards and Land Development Code. These roads will be owned and maintained by Hillsborough County.

4.5 PARKS AND RECREATIONAL FACILITIES

Parks and recreation facilities will be constructed within the community and will benefit all units within the community, thus considered a master improvement. These facilities 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 and are considered master improvements. Irrigation will also be provided in the landscaped common areas.

These improvements will be owned and maintained by the District.

4.7 PROFESSIONAL SERVICES AND PERMITTING FEES

Hillsborough County and the 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 recreational facilities' 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 Brevard County infrastructure may also be required.

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

4.8 UNDERGROUNDING OF ELECTRICAL SERVICE

Tampa Electric Company provides service to the community and charges fees for converting overhead service to underground.



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. 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 are consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

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



Appendix A VICINITY MAP AND LEGAL DESCRIPTION OF THE DISTRICT

BERRY BAY

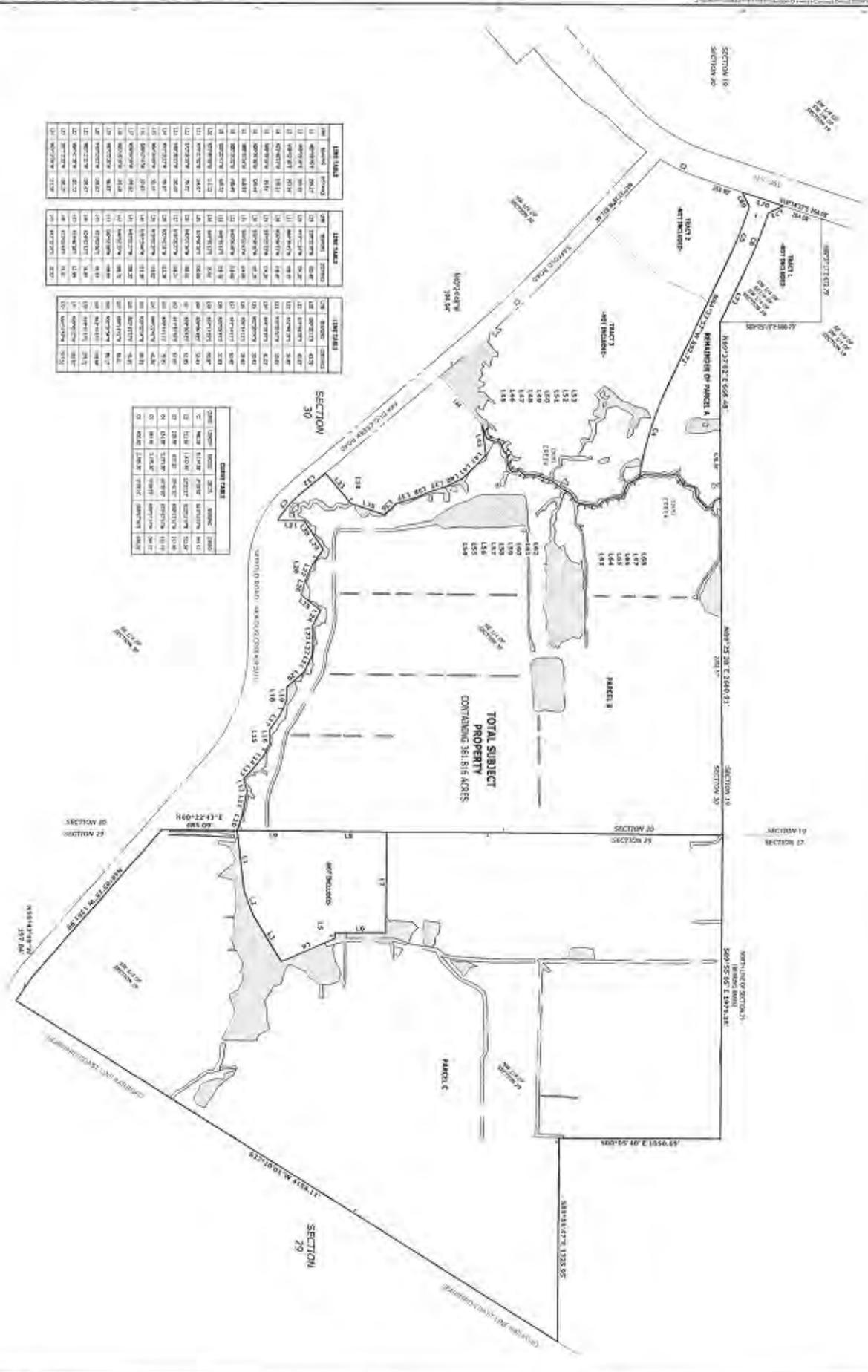


Legend

-  interchange
-  BERRY_BAY_PARCELS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

1 0.5 0 1 2 3 4 Miles



| LINE NUMBER | FROM | TO | BEARING | DISTANCE |
|-------------|------------|------------|-----------------|----------|
| 1 | SECTION 18 | SECTION 19 | N 89° 59' 51" W | 100.00 |
| 2 | SECTION 19 | SECTION 18 | S 89° 59' 51" E | 100.00 |
| 3 | SECTION 18 | SECTION 19 | N 89° 59' 51" W | 100.00 |
| 4 | SECTION 19 | SECTION 18 | S 89° 59' 51" E | 100.00 |
| 5 | SECTION 18 | SECTION 19 | N 89° 59' 51" W | 100.00 |
| 6 | SECTION 19 | SECTION 18 | S 89° 59' 51" E | 100.00 |
| 7 | SECTION 18 | SECTION 19 | N 89° 59' 51" W | 100.00 |
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| 12 | SECTION 19 | SECTION 18 | S 89° 59' 51" E | 100.00 |
| 13 | SECTION 18 | SECTION 19 | N 89° 59' 51" W | 100.00 |
| 14 | SECTION 19 | SECTION 18 | S 89° 59' 51" E | 100.00 |
| 15 | SECTION 18 | SECTION 19 | N 89° 59' 51" W | 100.00 |
| 16 | SECTION 19 | SECTION 18 | S 89° 59' 51" E | 100.00 |
| 17 | SECTION 18 | SECTION 19 | N 89° 59' 51" W | 100.00 |
| 18 | SECTION 19 | SECTION 18 | S 89° 59' 51" E | 100.00 |
| 19 | SECTION 18 | SECTION 19 | N 89° 59' 51" W | 100.00 |
| 20 | SECTION 19 | SECTION 18 | S 89° 59' 51" E | 100.00 |
| 21 | SECTION 18 | SECTION 19 | N 89° 59' 51" W | 100.00 |
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| 23 | SECTION 18 | SECTION 19 | N 89° 59' 51" W | 100.00 |
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| 27 | SECTION 18 | SECTION 19 | N 89° 59' 51" W | 100.00 |
| 28 | SECTION 19 | SECTION 18 | S 89° 59' 51" E | 100.00 |
| 29 | SECTION 18 | SECTION 19 | N 89° 59' 51" W | 100.00 |
| 30 | SECTION 19 | SECTION 18 | S 89° 59' 51" E | 100.00 |

| LINE NUMBER | FROM | TO | BEARING | DISTANCE |
|-------------|------------|------------|-----------------|----------|
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| 29 | SECTION 18 | SECTION 19 | N 89° 59' 51" W | 100.00 |
| 30 | SECTION 19 | SECTION 18 | S 89° 59' 51" E | 100.00 |

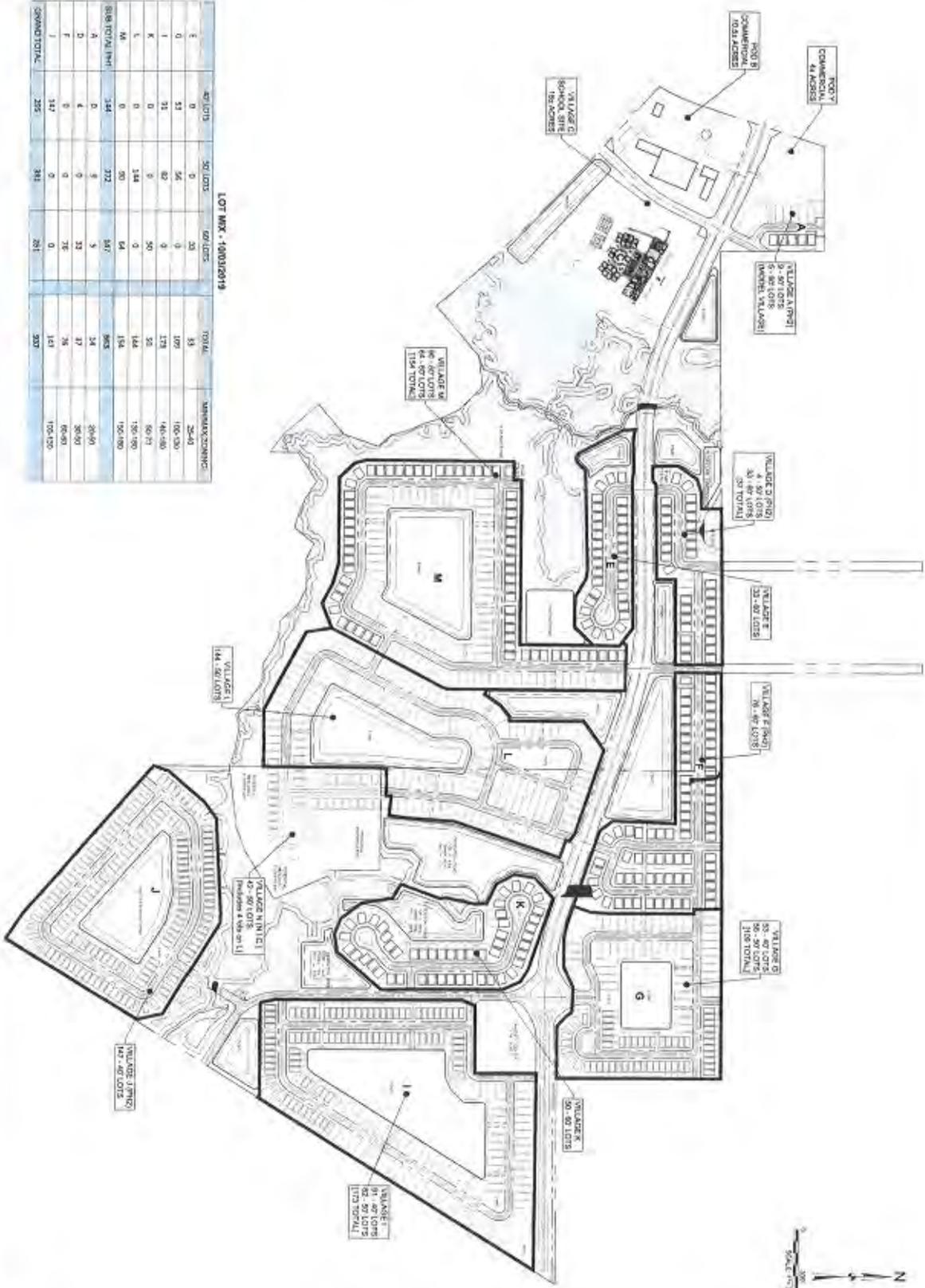


Berry Bay CDD
Report of the District Engineer
March 26, 2020

Appendix B Concept Plan

LOT MIX - 10/03/2019

| | 40' LOTS | 50' LOTS | 60' LOTS | TOTAL | MANUFACTURING |
|----------------------|------------|------------|------------|------------|---------------|
| E | 0 | 0 | 20 | 20 | 20-00 |
| D | 23 | 56 | 0 | 79 | 100-000 |
| I | 71 | 87 | 0 | 158 | 140-000 |
| K | 0 | 0 | 30 | 30 | 80-000 |
| L | 0 | 184 | 0 | 184 | 100-000 |
| M | 0 | 0 | 0 | 0 | 100-000 |
| SUB TOTAL (M) | 94 | 232 | 50 | 376 | |
| A | 0 | 0 | 0 | 0 | 20-00 |
| B | 0 | 0 | 0 | 0 | 20-00 |
| F | 0 | 0 | 0 | 0 | 20-00 |
| G | 0 | 0 | 0 | 0 | 20-00 |
| H | 0 | 0 | 0 | 0 | 20-00 |
| J | 147 | 0 | 0 | 147 | 100-000 |
| GRAND TOTAL | 255 | 282 | 281 | 818 | |



| Revision | No. | Date | Description |
|----------|-----|------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |

GENESIS HALFF

3000 N. ASHLEY DRIVE, SUITE 800
TAMPA, FLORIDA USA 33602
Phone 813.820.4500 Fax 813.820.4900
www.GenesisHalf.com
FL, CA 33332 FL, LC 2600939

BERRY BAY COMMUNITY

HILLSBOROUGH COUNTY, FL

Prepared For
EISENHOWER PROPERTY GROUP, LLC

CP-01
CONCEPT PLAN



Appendix C Construction Cost Estimate

BERRY BAY CDD

PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

MARCH 23, 2020

| | | ESTIMATED COSTS |
|-------|---------------------------------|-----------------|
| Items | Description | |
| 1 | Water Management and Control | \$ 13,118,000 |
| 2 | Roads | \$ 8,246,000 |
| 3 | Water Supply | \$ 1,675,000 |
| 4 | Sewer and Wastewater Management | \$ 3,197,000 |
| 6 | Amenities | \$ 7,467,000 |
| 7 | Landscape/Hardscape/Irrigation | \$ 3,777,000 |
| | | |
| | Total | \$ 37,480,000 |

BERRY BAY
COMMUNITY
DEVELOPMENT
DISTRICT

MASTER ASSESSMENT
METHODOLOGY REPORT



DMS District
Management
Services
A Meritus Company. Solutions for Better Communities.

Report Date:
March 26, 2020

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I. INTRODUCTION

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 Community Development District (the “District”). The private assessable lands (“Assessable Property”) benefitting from the public infrastructure is generally described within Exhibit A of this Master Report and further described within the Engineer’s Report, dated March 26th, 2020 (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 Properties within the District pre- and post-development completion; and
3. Provide a basis for the placement of a lien on the Assessable Properties within the District benefiting from the CIP, as outlined by the Engineer’s Report.

The basis of benefit received by Assessable Properties relates directly to the proposed CIP. It is the District’s CIP that will create the public infrastructure that enables Assessable Properties within the District to be developed and improved under current allowable densities. The CIP includes off-site improvements, storm water, utilities (water and sewer), roadways, landscape and hardscape. The Engineers Report identified estimated costs to complete the CIP, inclusive of associated “soft cost” such as legal/engineering services with contingencies to account for commodity and service market fluctuations. This report will further address additional financing cost associated with funding the CIP. Without the required improvements in the CIP, the development of the Assessable Properties 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 private property within the District. A detailed allocation methodology and finance plan will be utilized to equitably distribute CIP costs upon the Assessable Properties 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 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 Engineer Report.

“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 Community Development District, 361.82 gross acres with the Development Plan for 937 Units.

“Engineer Report” – *Engineer’s Report for Berry Bay Community Development District*, dated March 26th, 2020.

“Equivalent Assessment Unit” (EAU) – A weighted value assigned to dissimilar residential lot product types to differentiate 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 by virtue of the platting process.

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

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

“Unit(s)” – A planned or developed residential lot assigned a Product Type classification by the District Engineer.

“Master Report” or “Report” – This *Master Assessment Methodology Report*, dated March 26th, 2020 as



provided to support benefit and Maximum Assessments Liens on private developable property within the District.

III. DISTRICT OVERVIEW

The District area encompasses 361.82 +/- acres and is located in Hillsborough County, Florida, within Sections 19, 29 and 30, Township 32 South, and Range 20 East. 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 contemplates 937 single family lots. The public improvements as described in the Engineer’s Report include off-site improvements, storm water, utilities (water and sewer), roadways and landscape/hardscape.

IV. PROPOSED IMPROVEMENTS

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 Assessable Properties 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. 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, storm water, utilities (water and sewer), roadways, and landscape/hardscape; 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 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.

VI. ALLOCATION METHODOLOGY

The CIP benefits all assessable properties 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 relative to 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. ASSIGNMENT OF MAXIMUM ASSESSMENTS

This section sets out the manner in which special assessments will be assigned and establish a lien on land within the District. With regard to the Assessable Property liens will be assessed on a gross acreage basis until such time as the developable acreage is platted. The platted parcels will then be reviewed as to use and product types. Pursuant to Section 193.0235, Florida Statutes, certain privately or publicly owned “common elements” such as clubhouses, amenities, lakes and common areas for community use and benefit are exempt from non-ad valorem assessments and liens regardless of the private ownership.

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 Plan have been platted. This condition exists when the infrastructure program is financed prior to any development. In the undeveloped state all of the lands within the District receive benefit from the CIP and all of the assessable land within the District would be assessed to repay any bonds. 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 the District. Debt will not be solely assigned to parcels which have development rights, but will and may be assigned to undevelopable parcels 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 Plan has started to take shape. As lands subject to special assessments are platted and fully-developed, they are assigned specific assessments in relation to the estimated benefit that each platted unit receives from the CIP, with the balance of the debt assigned on a per acre basis as described in the preceding paragraph. Therefore, each fully-developed, platted unit would be assigned a Maximum Assessment pursuant to its Product Type classification 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 within this Report would be applicable.

The third condition is the “completed development state.” In this condition the entire Development Plan 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 the District.

VIII. FINANCING

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 as debt service reserves, underwriter's discount, issuance costs and rounding.

For purposes of the Master Report, conservative allowances have been made for a debt service reserve, underwriter's discount, issuance costs, rounding and collection cost as shown on Table 3. 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.

IX. TRUE-UP MODIFICATION

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

The debt per acre remaining on the unplatted land within the District may not 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 gross acres for such phase. Thus, every time the test is applied, the debt encumbering the remaining undivided land must remain equal to or lower than the ceiling level of debt per gross acre. If the debt per gross acre is found to be above the established maximum, the District would require a density reduction payment in an amount sufficient to reduce the remaining debt per acre to the ceiling amount based on the schedule found in Exhibit A, the Preliminary Assessment Roll, which amount will include accrued interest to the first interest payment date on the Bonds which occurs at least 45 days following such debt reduction payment.

True-up tests shall be performed upon the recording of each plat submitted to subdivide developed lands within the District. If upon the completion of any true-up analyses it is found the debt per acre exceeds the established maximum ceiling debt per gross acre, or there is not sufficient development potential in the remaining acreage of the District to produce the EAU densities required to adequately service Bond debt, the District shall require the immediate remittance of a density reduction payment, plus accrued interest as applicable, in an amount sufficient to reduce the remaining debt per assessable acre to the ceiling amount per acre and to allow the remaining acreage to adequately service Bond debt upon development. The final test shall be applied at the platting of 100% of the development units



within the District.

True-up payment requirements may be suspended if the landowner can demonstrate, to the reasonable satisfaction of the District, 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.

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

Meritus Districts was retained by the District to prepare a methodology to fairly allocate the special assessments related to the Districts 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. Meritus Districts 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.

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



TABLE 1

| BERRY BAY COMMUNITY DEVELOPMENT DISTRICT BUILDOUT COMMUNITY DEVELOPMENT PROGRAM COSTS | |
|---|---------------------|
| DESCRIPTION | TOTAL PROJECT COSTS |
| Water Management & Control | 13,118,000 |
| Roads | 8,246,000 |
| Water Supply | 1,675,000 |
| Sewer & Wastewater Management | 3,197,000 |
| Amenities | 7,467,000 |
| Landscapae/Hardscape/Irrigation | 3,777,000 |
| TOTAL | 37,480,000 |

TABLE 2

| BERRY BAY COMMUNITY DEVELOPMENT DISTRICT PLANNED DEVELOPMENT PROGRAM | | | | |
|--|----------|------------|-----------------------------|-----------------|
| PRODUCT | LOT SIZE | UNITS | PER UNIT EAU ⁽²⁾ | TOTAL EAUs |
| Single Family | 40 | 295 | 1.00 | 295.00 |
| Single Family | 50 | 381 | 1.25 | 476.25 |
| Single Family | 60 | 261 | 1.50 | 391.50 |
| TOTAL | | 937 | | 1,162.75 |

⁽¹⁾ EAU factors assigned based on Product Type as identified by district engineer and do not reflect front footage of planned lots.

⁽²⁾ Any development plan changes will require recalculations pursuant to the true-up provisions within this report.



TABLE 3

| DEVELOPMENT PROGRAM COST/BENEFIT ANALYSIS | |
|---|------------------------|
| PROJECT COSTS | \$37,480,000 |
| TOTAL PROGRAM EAUS | 1162.75 |
| TOTAL COST/BENEFIT | <u><u>\$32,234</u></u> |

Table 3 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 |
| 40 | 1.00 | 295 | 295.00 | \$9,509,009 | \$32,233.93 |
| 50 | 1.25 | 381 | 476.25 | \$15,351,408 | \$40,292.41 |
| 60 | 1.50 | 261 | 391.50 | \$12,619,583 | \$48,350.89 |
| | | <u>937</u> | <u>1,162.75</u> | <u>\$37,480,000</u> | |

Table 4 Notations:

1) Table 4 determines only the anticipated construction cost, net of finance and other related costs.



TABLE 5

| CONSTRUCTION COST AND BENEFIT | | | | | | |
|-------------------------------|------------|---------------|-----------------|--------------------|-------------------------------|----------------------|
| PRODUCT TYPE | EAU FACTOR | PRODUCT COUNT | EAUs | PERCENTAGE OF EAUs | TOTAL AMOUNT PER PRODUCT TYPE | TOTAL AMOUNT PER LOT |
| 40 | 1.00 | 295 | 295.00 | 25.4% | \$9,509,009 | \$32,234 |
| 50 | 1.25 | 381 | 476.25 | 41.0% | \$15,351,408 | \$40,292 |
| 60 | 1.50 | 261 | 391.50 | 33.7% | \$12,619,583 | \$48,351 |
| | | 937 | 1,162.75 | 100% | \$37,480,000 | |

TABLE 6

| CONSTRUCTION COST FUNDING SOURCES | | | | | |
|-----------------------------------|---------------|------------------|---------------------|------------------|-------------------|
| PRODUCT TYPE | PRODUCT COUNT | PER PRODUCT TYPE | | PER UNIT | |
| | | DEVELOPER FUNDED | SERIES 2020 BONDS | DEVELOPER FUNDED | SERIES 2020 BONDS |
| 40 | 295 | \$0 | \$9,509,009 | \$0.00 | \$32,233.93 |
| 50 | 381 | \$0 | \$15,351,408 | \$0.00 | \$40,292.41 |
| 60 | 261 | \$0 | \$12,619,583 | \$0.00 | \$48,350.89 |
| | 937 | \$0 | \$37,480,000 | | |



TABLE 7

| BERRY BAY COMMUNITY DEVELOPMENT DISTRICT CDD ASSESSMENT ANALYSIS | | |
|---|-------|---------------------|
| FINANCING INFORMATION - FINANCING INFORMATION BOND SERIES | | |
| Coupon Rate ⁽¹⁾ | | 7.00% |
| Term (Years) | | 32 |
| Principal Amortization Installments | | 30 |
| ISSUE SIZE | | \$49,590,000 |
| Construction Fund | | \$37,480,000 |
| Capitalized Interest (Months) ⁽²⁾ | 24 | \$6,942,600 |
| Debt Service Reserve Fund | 100% | \$3,921,226 |
| Underwriter's Discount | 2.00% | \$991,800 |
| + Premium / - Discount | | \$100,000 |
| Cost of Issuance | | \$150,000 |
| Rounding | | \$4,374 |
| ANNUAL ASSESSMENT | | |
| Annual Debt Service (Principal plus Interest) | | \$3,921,226 |
| Collection Costs and Discounts @ | 6.00% | \$250,291 |
| TOTAL ANNUAL ASSESSMENT | | \$4,171,517 |
| <p>⁽¹⁾ Based on conservative interest rate, subject to change based on market conditions.</p> <p>⁽²⁾ Based on capitalized interest 24 months.</p> | | |



TABLE 8

**BERRY BAY
 COMMUNITY DEVELOPMENT DISTRICT
 CDD ASSESSMENT ANALYSIS**

| ALLOCATION METHODOLOGY - SERIES 2020 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⁾ |
| Single Family 40' | 1.00 | 295.00 | 25.37% | 295 | 12,581,423 | 1,058,351 | \$42,649 | \$3,588 |
| Single Family 50' | 1.25 | 476.25 | 40.96% | 381 | 20,311,536 | 1,708,609 | \$53,311 | \$4,485 |
| Single Family 60' | 1.50 | 391.50 | 33.67% | 261 | 16,697,041 | 1,404,557 | \$63,973 | \$5,381 |
| TOTAL | | 1,162.75 | 33.67% | 937 | \$49,590,000 | \$4,171,517 | | |

⁽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. 24 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 \$49,590,000.00 payable in 30 annual installments of principal of \$10,837.50 per gross acre. The maximum par debt is \$137,057.10 per gross acre and is outlined below.

Prior to platting, the debt associated with the Capital Improvement Plan will initially be allocated on a per acre basis within the District. Upon platting, the principal and long term assessment levied on each benefited property will be allocated to platted lots and developed units in accordance with this Report.

| ASSESSMENT ROLL | | | |
|--|---|------------------------|-----------------------|
| TOTAL ASSESSMENT: | <u>\$49,590,000.00</u> | | |
| ANNUAL ASSESSMENT: | <u>\$3,921,225.88</u> | (30 Installments) | |
| TOTAL GROSS ASSESSABLE ACRES +/-: | <u>361.82</u> | | |
| TOTAL ASSESSMENT PER ASSESSABLE GROSS ACRE: | <u>\$137,057.10</u> | | |
| ANNUAL ASSESSMENT PER GROSS ASSESSABLE ACRE: | <u>\$10,837.50</u> | (30 Installments) | |
| | | PER PARCEL ASSESSMENTS | |
| <u>Landowner Name, Hillsborough County Folio ID & Address</u> | <u>Gross Unplatted Assessable Acres</u> | <u>Total PAR Debt</u> | <u>Total Annual</u> |
| EPGI LLC Folio IDs 079637-0000; 079709-0000; 079715-0000; 079715-1200; 079715-4000 111 S. Armenia Avenue, Suite 201 Tampa, FL 33609 | 361.82 | \$49,590,000.00 | \$3,921,225.88 |
| Totals: | <u>361.82</u> | <u>\$49,590,000.00</u> | <u>\$3,921,225.88</u> |



BERRY BAY COMMUNITY DEVELOPMENT DISTRICTS

District Office •2005 Pan Am Circle •Suite 300 •Tampa, Florida 33607 •(813) 397-5120 •Fax (813) 873-7070

May 07, 2020

To: Berry Bay CDD – Audit Committee
Audit Committee Selection Process

As noted above, we suggest appointing the entire Board as the Committee. This will allow for an easy quorum and the Committee can meet before or during the regular Board meeting. You may, however, appoint as few as two persons such as the District manager (“Manager”) and the Board Chairman.

Consider the following:

1. At a regular Board meeting, have the Board, by motion, appoint the Committee members. The Board should designate one person as the Chair of the committee.
2. If you have already advertised a meeting of the Committee, you may have the Committee meeting during or after the regular Board meeting.
3. You cannot have a Committee meeting until you publicly notice the meeting of the Committee, either within the same published notice as the regular meeting or separately.

After you have provided notice, you may convene the Committee meeting. The purpose of the meeting will be to select the criteria by which responses to the RFP will be evaluated and announce publicly that the District is soliciting proposals. The actions to be taken by the Committee include:

1. Selection of the criteria by which proposals will be evaluated. You are statutorily required to consider: (a) ability of personnel; (b) experience; and (c) ability to furnish the required services. Additional criteria, such as price, should be determined by the Committee.
2. Determination of the date, time, and location that the RFP will be required to be received by the District. While there is no exact time required for this RFP to be out, it should be at least two weeks to give firms an opportunity to put together a proposal.
3. Public announcement of the opportunity to provide auditing services. Such announcement must include, at minimum: (a) a brief description of the audit and (b) how interested firms can apply for consideration (where they can obtain an RFP). The Manager will then publish the notice of the RFP. A sample notice is attached.
4. Provide interested firms, through the Manager, an RFP that must include information on how proposals are to be evaluated and other information necessary to enable interested firms to respond.

At the date, time, and location announced in the RFP, the Manager must open the proposals and read them aloud. The Manager should then evaluate them for completeness. There should be the proper number of copies, the correct documents, and all should be properly completed. The Manager should then schedule, or have already scheduled, a meeting of the Committee. The following is an outline of that process:

1. The Committee meeting should be noticed. The published notice of the Committee meeting may be with the same published notice as the regular Board meeting but must specifically state that the audit Committee will be meeting. A separate published notice of just the Committee meeting may also be used.
2. The Committee will evaluate the proposals that are determined complete (responsive) and will rank them in accordance with the evaluation criteria established by the Committee and adjourn.
3. The Committee Chairman will make a report to the Board, at a properly noticed Board meeting, the ranking assigned by the Committee to the responses to the RFP.
4. If compensation is a criteria on the Evaluation Criteria Sheet, the Board shall negotiate a contract with the highest ranked firm or it must document in its public record the reason for not selecting the highest ranked qualified firm. If compensation is not a criteria on the Evaluation Criteria Sheet, the Board will then authorize staff to enter into negotiations with the firms in order of ranking or as directed.

After successful negotiations, staff must return to the Board for authorization to enter into a contract with one of the auditing firms. The Contract must meet the following criteria:

It must, as a minimum, include provisions that:

1. Specify the services to be provided and fees, or other compensation for such services;
2. Require that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the Contract
3. Specify the contract period, including renewals and conditions, under which the Contract may be terminated or renewed.

An engagement letter that contains the above provisions and that is signed and executed by both parties can be used to satisfy the requirements of a written contract. It is our recommendation that the Contract provide for only two (2) annual renewals.

In summation, you must do the following:

1. The Board must appoint an audit committee.
2. The Committee meeting must be noticed.
3. The Committee must establish the RFP evaluation criteria which must include (a) ability of personnel, (b) experience, and (c) ability to furnish the required services.
4. The Committee must issue the RFP in compliance with the above criteria.
5. The Committee must evaluate and rank the proposals to the RFP in accord with evaluation criteria.
6. The Board must select the firm to negotiate with.
7. The Board must approve the Contract, as negotiated, that meets the above criteria.

RESOLUTION 2020-30

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BERRY BAY COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS 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 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 May 7, 2020, 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 May 7, 2020 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 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: <u>4</u> |
| Seat 2 | _____ | Years: <u>4</u> |
| Seat 3 | _____ | Years: <u>2</u> |
| Seat 4 | _____ | Years: <u>2</u> |
| Seat 5 | _____ | Years: <u>2</u> |

SECTION 4. Said terms of office commenced on May 7, 2020.

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 MAY, 2020.

ATTEST:

**BERRY BAY COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair

RESOLUTION 2020-31

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

WHEREAS, Berry Bay 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 COMMUNITY DEVELOPMENT DISTRICT:

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

| | |
|----------------------|---------------------|
| _____ | Chairman |
| _____ | Vice-Chairman |
| <u>Brian Lamb</u> | Secretary |
| <u>Eric Davidson</u> | Treasurer |
| <u>Brian Howell</u> | 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 MAY, 2020.

ATTEST:

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair

RESOLUTION 2020-32

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2020/2021; 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 Community Development District (“**District**”) prior to June 15, 2020 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**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 6, 2020
HOUR: 2:00 p.m.
LOCATION*: Meritus
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

**Please note that pursuant to Governor DeSantis’ Executive Order 20-69 (as it may be extended or amended) relating to the COVID-19 public health emergency and to protect the public and follow the CDC guidance regarding social distancing, such public hearing and meeting may be held telephonically or virtually. Please check on the District’s website for the latest information: <http://berrybaycdd.com/>.*

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

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

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

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

PASSED AND ADOPTED ON MAY 7, 2020.

Attest:

**Berry Bay Community
Development District**

Print Name: _____
Secretary / Assistant Secretary

Jeff Hills
Chair of the Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2020/2021

2021



BERRY BAY

COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021
PROPOSED ANNUAL OPERATING BUDGET

MAY 7, 2020

BERRY BAY

COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021 PROPOSED ANNUAL OPERATING BUDGET

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MAY 7, 2020

BERRY BAY

COMMUNITY DEVELOPMENT DISTRICT

BUDGET INTRODUCTION

Background Information

The Berry Bay Community Development District is a local special purpose government authorized by Chapter 190, Florida Statutes, as amended. The Community Development District (CDD) is an alternative method for planning, financing, acquiring, operating and maintaining community-wide infrastructure in master planned communities. The CDD also is a mechanism that provides a “solution” to the State’s needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers. CDDs represent a major advancement in Florida’s effort to manage its growth effectively and efficiently. This allows the community to set a higher standard for construction along with providing a long-term solution to the operation and maintenance of community facilities.

The following report represents the District budget for Fiscal Year 2021, which begins on October 1, 2020. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

| <u>Fund Number</u> | <u>Fund Name</u> | <u>Services Provided</u> |
|---------------------------|-------------------------|--|
| 001 | General Fund | Operations and Maintenance of Community Facilities |
| 200 | Debt Service Fund | Collection of Special Assessments for Debt Service on the Series 2021 Special Assessment Revenue Bonds |

Facilities of the District

The District’s existing facilities include storm-water management (lake and water control structures), wetland preserve areas, street lighting, landscaping, entry signage, entry features, irrigation distribution facilities, recreational center, parks, pool facility, tennis courts and other related public improvements.

Maintenance of the Facilities

In order to maintain the facilities, the District conducts hearings to adopt an operating budget each year. This budget includes a detailed description of the maintenance program along with an estimate of the cost of the program. The funding of the maintenance budget is levied as a non-ad valorem assessment on your property by the District Board of Supervisors.

BERRY BAY

COMMUNITY DEVELOPMENT DISTRICT

| | Fiscal Year 2020 Final Operating Budget | Fiscal Year 2021 Proposed Operating Budget | Increase / (Decrease) from FY 2020 to FY 2021 |
|---|---|--|---|
| REVENUES | | | |
| CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES | | | |
| Developer Contributions | 937,000.00 | 322,600.00 | (614,400.00) |
| TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES | \$937,000.00 | \$322,600.00 | (\$614,400.00) |
| TOTAL REVENUES | \$937,000.00 | \$322,600.00 | (\$614,400.00) |
| EXPENDITURES | | | |
| LEGISLATIVE | | | |
| Supervisor Fees | 0.00 | 12,000.00 | 12,000.00 |
| TOTAL LEGISLATIVE | \$0.00 | \$12,000.00 | \$12,000.00 |
| FINANCIAL & ADMINISTRATIVE | | | |
| District Management | 47,600.00 | 36,000.00 | (11,600.00) |
| District Engineer | 21,100.00 | 5,000.00 | (16,100.00) |
| Disclosure Report | 5,300.00 | 8,400.00 | 3,100.00 |
| Trustees Fees | 10,500.00 | 8,000.00 | (2,500.00) |
| Accounting Services | 9,500.00 | 9,000.00 | (500.00) |
| Auditing Services | 6,350.00 | 6,500.00 | 150.00 |
| Postage, Phone, Faxes, Copies | 5,300.00 | 500.00 | (4,800.00) |
| Public Officials Insurance | 5,300.00 | 3,000.00 | (2,300.00) |
| Legal Advertising | 10,500.00 | 17,000.00 | 6,500.00 |
| Bank Fees | 1,050.00 | 500.00 | (550.00) |
| Dues, Licenses & Fees | 200.00 | 200.00 | 0.00 |
| Office Supplies | 0.00 | 200.00 | 200.00 |
| ADA Website Compliance | 0.00 | 2,000.00 | 2,000.00 |
| Website Maintenance | 0.00 | 1,500.00 | 1,500.00 |
| Miscellaneous Fees | 300.00 | 300.00 | 0.00 |
| TOTAL FINANCIAL & ADMINISTRATIVE | \$123,000.00 | \$98,100.00 | (\$24,900.00) |
| LEGAL COUNSEL | | | |
| District Counsel | 10,500.00 | 15,000.00 | 4,500.00 |
| TOTAL DISTRICT COUNSEL | \$10,500.00 | \$15,000.00 | \$4,500.00 |
| UTILITY SERVICES | | | |
| Electric Utility Services - Streetlights | 468,000.00 | 55,000.00 | (413,000.00) |
| Electric Utility Services - All Others | 15,900.00 | 5,000.00 | (10,900.00) |
| TOTAL UTILITY SERVICES | \$483,900.00 | \$60,000.00 | (\$423,900.00) |
| WATER-SEWER COMBINATION SERVICES | | | |
| Water Utility Services | 26,500.00 | 10,000.00 | (16,500.00) |
| TOTAL WATER-SEWER COMBINATION SERVICES | \$26,500.00 | \$10,000.00 | (\$16,500.00) |
| OTHER PHYSICAL ENVIRONMENT | | | |
| Waterway Management System | 58,200.00 | 8,000.00 | (50,200.00) |
| General, Property & Casualty Insurance | 12,700.00 | 7,500.00 | (5,200.00) |
| Landscape Maintenance | 132,300.00 | 85,000.00 | (47,300.00) |
| Miscellaneous Landscape | 15,900.00 | 5,000.00 | (10,900.00) |
| Plant Replacement Program | 26,500.00 | 5,000.00 | (21,500.00) |
| Irrigation Maintenance | 10,500.00 | 2,000.00 | (8,500.00) |
| Mulch | 0.00 | 10,000.00 | 10,000.00 |
| Pool Maintenance | 0.00 | 5,000.00 | 5,000.00 |
| TOTAL OTHER PHYSICAL ENVIRONMENT | \$256,100.00 | \$127,500.00 | (\$128,600.00) |
| ROAD & STREET FACILITIES | | | |
| Pavement & Drainage Repairs & Maintenance | 37,000.00 | 0.00 | (37,000.00) |
| TOTAL ROAD & STREET FACILITIES | \$37,000.00 | \$0.00 | (\$37,000.00) |
| TOTAL EXPENDITURES | \$937,000.00 | \$322,600.00 | (\$614,400.00) |
| EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES | \$0.00 | \$0.00 | \$0.00 |

*** EXCLUDES 2% HILLSBOROUGH COUNTY COLLECTION COST

*** EXCLUDES 4% EARLY PAYMENT DISCOUNT

BERRY BAY

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Financial & Administrative

District Manager

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

District Engineer

Consists of attendance at scheduled meetings of the Board of Supervisors, offering advice and consultation on all matters related to the works of the District, such as bids for yearly contracts, operating policy, compliance with regulatory permits, etc.

Disclosure Reporting

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

Trustees Fees

This item relates to the fee assessed for the annual administration of bonds outstanding, as required within the bond indentures.

Auditing Services

The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to State Law and the Rules of the Auditor General.

Postage, Phone, Fax, Copies

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

Public Officials Insurance

The District carries Public Officials Liability in the amount of \$1,000,000.

Legal Advertising

This is required to conduct the official business of the District in accordance with the Sunshine Law and other advertisement requirements as indicated by the Florida Statutes.

Bank Fees

The District operates a checking account for expenditures and receipts.

Dues, Licenses & Fees

The District is required to file with the County and State each year.

Miscellaneous Fees

To provide for unbudgeted administrative expenses.

Office Supplies

Cost of daily supplies required by the District to facilitate operations.

Website Administration

This is for maintenance and administration of the Districts official website.

BERRY BAY

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Legal Counsel

District Counsel

Requirements for legal services are estimated at an annual expenditures on an as needed and also cover such items as attendance at scheduled meetings of the Board of Supervisor's, Contract preparation and review, etc.

Electric Utility Services

Electric Utility Services

This item is for street lights, pool, recreation facility and other common element electricity

Other Physical Environment

Waterway Management System

This item is for maintaining the multiple waterways that compose the District's waterway management system and aids in controlling nuisance vegetation that may otherwise restrict the flow of water

Property & Casualty Insurance

The District carries \$1,000,000 in general liability and also has sovereign immunity.

Entry & Walls Maintenance

This item is for maintaining the main entry feature and other common area walls.

Landscape Maintenance

The District contracts with a professional landscape firm to provide service through a public bid process. This fee does not include replacement material or irrigation repairs.

Miscellaneous Landscape

This item is for any unforeseen circumstances that may effect the appearance of the landscape program.

Plant Replacement Program

This item is for landscape items that may need to be replaced during the year.

BERRY BAY

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

SERIES 2021

REVENUES

| | | |
|------------------------------|-----------|----------|
| CDD Debt Service Assessments | \$ | - |
| TOTAL REVENUES | \$ | - |

EXPENDITURES

| | | |
|---|-----------|----------|
| Series 2021 May Bond Interest Payment | \$ | - |
| Series 2021 November Bond Principal Payment | \$ | - |
| Series 2021 November Bond Interest Payment | \$ | - |
| TOTAL EXPENDITURES | \$ | - |
| EXCESS OF REVENUES OVER EXPENDITURES | \$ | - |

ANALYSIS OF BONDS OUTSTANDING

| | | |
|--|-----------|----------|
| Bonds Outstanding - Period Ending 11/1/2020 | \$ | - |
| Principal Payment Applied Toward Series 2021 Bonds | \$ | - |
| Bonds Outstanding - Period Ending 11/1/2021 | \$ | - |

* Series 2021 Bonds Principal and Debt Service obligation to be established at issuance

BERRY BAY

COMMUNITY DEVELOPMENT DISTRICT

SCHEDULE OF ANNUAL ASSESSMENTS ⁽¹⁾

| Lot Size | EAU Value | Unit Count | Debt Service Per Unit | O&M Per Unit | FY 2021 Total Assessment |
|--|-----------|------------|-----------------------|--------------|--------------------------|
| ASSESSMENT AREA ONE - SERIES 2020 | | | | | |
| Single Family 40' | 1.00 | 295 | \$0.00 | \$295.16 | \$295.16 |
| Single Family 50' | 1.25 | 381 | \$0.00 | \$368.95 | \$368.95 |
| Single Family 60' | 1.50 | 261 | \$0.00 | \$442.74 | \$442.74 |
| TOTAL | | 937 | | | |

Notations:

⁽¹⁾ Annual assessments include Hillsborough County collection costs and statutory discounts for early payment.

RESOLUTION 2020-33

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY COMMUNITY DEVELOPMENT DISTRICT RESCINDING RESOLUTION 2020-19 AND ANY OTHER PRIOR INVESTMENT POLICIES AND ELECTING TO USE THE STATUTORY DEFAULT INVESTMENT POLICIES FOR INVESTING PUBLIC FUNDS IN EXCESS OF THE AMOUNTS NEEDED TO MEET CURRENT EXPENSES IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (the “**Board**”) previously adopted Resolution 2020-19 to establish a written investment policy in accordance with Section 218.415, Florida Statutes; and

WHEREAS, the Board desires to rescind Resolution 2020-19 and any other prior investment policies, to not adopt a written investment policy, and instead use the statutory default investment policies for the investment of public funds in excess of amounts needed to meet current expenses, in accordance with Section 218.415 (17), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. **Rescindment of Prior Investment Policies.** The Board hereby rescinds Resolution 2020-19 and any other prior investment policies in their entirety.
2. **Use of Statutory Default Investment Policies.** The Board hereby elects to use the statutory default alternative investment policies for the investment of public funds in excess of the amounts needed to meet current expenses, in accordance with Section 218.415(17), Florida Statutes, as amended.
3. **Conflicts.** All District resolutions or parts thereof or other adopted policies in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
4. **Severability.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
5. **Effective Date.** This Resolution shall become effective upon adoption.

PASSED AND ADOPTED ON MAY 7, 2020.

Attest:

**Berry Bay Community
Development District**

Print Name: _____
Secretary / Assistant Secretary

Jeff Hills
Chair of the Board of Supervisors



Berry Bay Community Development District

Request for Qualifications for Engineering Services

April 30, 2020





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

April 30, 2020

Brian Lamb
District Manager, Berry Bay Community Development District
c/o Meritus
2005 Pan Am Circle
Suite 300
Tampa, 33607

Dear Brian,

Reference: Request for Qualifications for Engineering Services, Berry Bay Community Development District

Stantec Consulting Services Inc. (Stantec) appreciates the opportunity to submit its qualifications for Professional Engineering Services for the Berry Bay Community Development District (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; **over 30 current 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 Meritus. Having worked with Meritus 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 and Sewer Systems and Facilities
- Landscaping, Street Lighting Design and Plans
- Environmental Permitting
- Government Permitting
- Cost Estimates and Bidding Assistance

- Water Conservation Studies and Design/NPDES Experience
- Water Supply Studies
- Contract Management and Inspection Services
- Expert Witness Testimony
- Irrigation System Plans and Design
- 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.

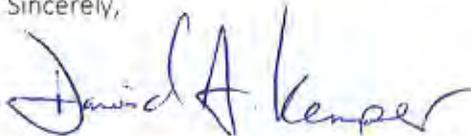
Each of the key members of Stantec's project team has extensive experience in the engineering, planning, design, and construction of residential projects. Key personnel for the project would include David A. Kemper, P.E., as Principal-in-Charge; Tonja L. Stewart, P.E., as District Engineer/ Senior Project 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 30 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 Community Development District.

Sincerely,



David A. Kemper, P.E., Senior Principal



Our Firm

Firm Overview

The Stantec community unites more than 22,000 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

Stantec offers a team that Meritus' staff is familiar through our other district engineering at South Fork III, Carlton Lakes, Summit at Fern Hill and Ventana to name a few. **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 over 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.



We create the communities that we'd want to call home.

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 22,000 employees operating out of more than 400 locations in North America and 4 locations internationally. 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 for Communities

We offer Berry Bay 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, 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

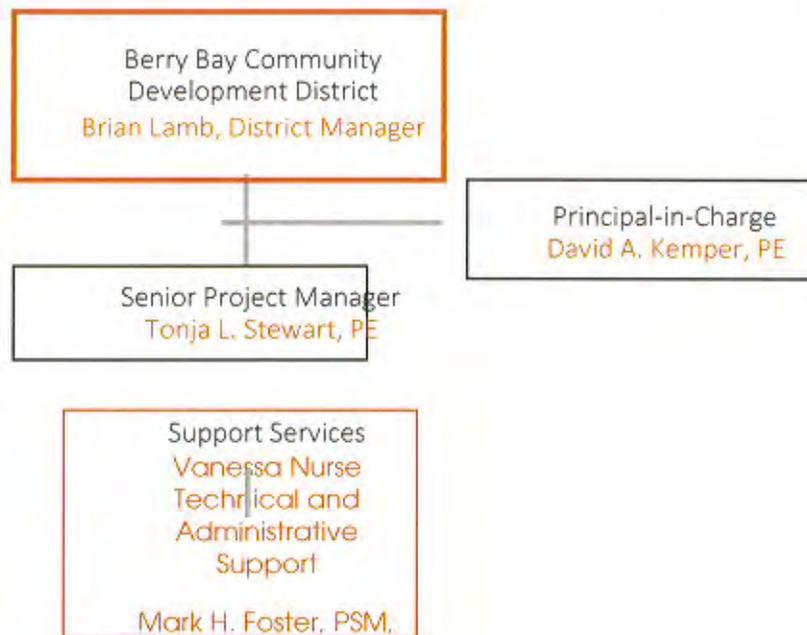
We are confident that we can provide high quality service to Berry Bay for the Professional Engineering Contract. You are familiar with our team and we pride ourselves on adhering to the utmost standard on client service. The following pages showcase our areas of expertise necessary to fully execute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

1.5 million acres our land planners, landscape architects, and other professionals have master planned



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 personally known and respected by your organization and staff, along with the local community. We will have no learning curve working together on this district engineering contract.



Key Personnel Overview

Tonja Stewart, PE

Project Manager

Tonja is highly experienced in a broad range of civil engineering projects that include 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 30 community development districts within the Tampa Bay Region.

David Kemper, PE

Principal-In-Charge

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

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 area. Our staff understands this area and the permitting process and have a thorough understanding of Belmond Reserve CDD.
- **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 over 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 Meritus**
We understand the staff at Meritus and how they desire their selected district engineer to perform. Our reputation and high level of client services is proven to your staff.

ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Berry Bay Community Development District
Hillsborough County, Florida

2. PUBLIC NOTICE DATE

April 12, 2020

3. SOLICITATION OR PROJECT NUMBER

N/A

B. ARCHITECT – ENGINEER POINT OF CONTACT

4. NAME AND TITLE

David Kemper, PE, Senior Principal

5. NAME OF FIRM

Stantec Consulting Services Inc.

6. TELEPHONE NUMBER

813.223.9500

7. FAX NUMBER

813.223.0009

8. EMAIL ADDRESS

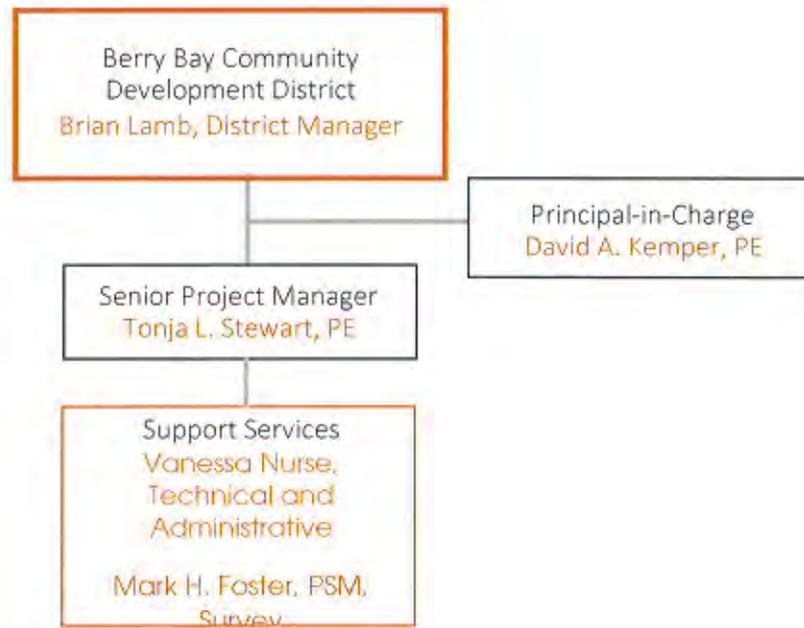
dave.kemper@stantec.com

C. PROPOSED TEAM

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

| | <i>(Check)</i> | | | 9. FIRM NAME <input type="checkbox"/> CHECK IF BRANCH OFFICE | 10. ADDRESS | 11. ROLE IN THIS CONTRACT |
|----|----------------|-------------|---------------|---|---|-------------------------------|
| | PRIME | J-V PARTNER | SUBCONTRACTOR | | | |
| a. | ✓ | | | Stantec Consulting Services Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE | 777 S Harbour Island Boulevard, Suite 600 Tampa, FL 33602 | District Engineering Services |
| b. | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | |
| c. | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | |
| d. | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | |
| e. | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | |
| f. | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | |
| g. | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | |

D. Organizational Chart of Proposed Team



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 |
| | | 38 | 19 |
| 15. FIRM NAME AND LOCATION (City and State) | | | |
| Stantec, 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

| | (1) TITLE AND LOCATION (City and State) | (2) YEAR COMPLETED | |
|-----------|---|---|------------------------------|
| a. | Bexley Ranch Land DRI Pasco County, Florida | PROFESSIONAL SERVICES | CONSTRUCTION (if applicable) |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | <input type="checkbox"/> 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. | Eagle Brooke Golf and Country Club Polk County, Florida | PROFESSIONAL SERVICES | CONSTRUCTION (if applicable) |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | <input type="checkbox"/> Check if project performed with current firm | |
| | Provided civil/site engineering and environmental permitting for this 400-acre residential golf course community. Services included establishment of a Community Development District (CDD). | | |
| c. | The Preserve at Wilderness Lakes Community Development District, Pasco County, Florida | PROFESSIONAL SERVICES | CONSTRUCTION (if applicable) |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | <input type="checkbox"/> 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. | Toulon Master Planned Community Hillsborough County, Florida | PROFESSIONAL SERVICES | CONSTRUCTION (if applicable) |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | <input type="checkbox"/> 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 | |
|-------------------|---------------------------|----------------------|----------------------|
| | | a. TOTAL | b. WITH CURRENT FIRM |
| Tonja Stewart, PE | Senior Project Manager | 33 | 13 |

15. FIRM NAME AND LOCATION *(City and State)*
 Stantec, Tampa, Florida

| | |
|--|---|
| 16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science, Civil Engineering, University of Alabama, Tuscaloosa, Alabama, 1987 | 17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> 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

| | (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
|----|--|---|-------------------------------------|
| | | PROFESSIONAL SERVICES | CONSTRUCTION <i>(if applicable)</i> |
| a. | Northwood Community Development District Land O' Lakes, Florida | | |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE | <input type="checkbox"/> 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. | Meadow Pointe III Community Development District Pasco County, Florida | | |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE | <input type="checkbox"/> 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. | Ballantrae Community Development District Land O' Lakes, Florida | | |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE | <input type="checkbox"/> 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. | Union Park Community Development District Wesley Chapel, Florida | | |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE | | |
| | 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 |
| | | 30 | 11 |
| 15. FIRM NAME AND LOCATION (City and State) | | | |
| Stantec, 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) |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | <input type="checkbox"/> 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) |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | <input type="checkbox"/> 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) |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | <input type="checkbox"/> 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) |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | <input type="checkbox"/> 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 <i>(City and State)</i> | 22. YEAR COMPLETED | |
| Meadow Pointe IV Community Development District Pasco County, FL | PROFESSIONAL SERVICES | CONSTRUCTION <i>(if applicable)</i> |
| | 2006-Ongoing | |

23. PROJECT OWNER'S INFORMATION

| | | |
|----------------------|--------------------------|--------------------------------------|
| a. PROJECT OWNER | b. POINT OF CONTACT NAME | c. POINT OF CONTACT TELEPHONE NUMBER |
| Meadow Pointe IV CDD | Greg Cox, Rizzetta & Co. | 813.994.1001 |

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 roads and stormwater management systems.

Meadow Pointe IV includes:

- Whisenton Place
- Parkmonte
- Shellwood Place
- Fennwood Crossing
- Windsor
- Meridan



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

| | | | |
|----|---------------|---|-------------------|
| | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| a. | Stantec | Tampa, FL | Civil Engineering |

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 <i>(City and State)</i> | 22. YEAR COMPLETED | |
| Gramercy Farms Community Development District City of St. Cloud, FL | PROFESSIONAL SERVICES | CONSTRUCTION <i>(if applicable)</i> |
| | 2013-Ongoing | |

23. PROJECT OWNER'S INFORMATION

| | | |
|--------------------|----------------------------------|--------------------------------------|
| a. PROJECT OWNER | b. POINT OF CONTACT NAME | c. POINT OF CONTACT TELEPHONE NUMBER |
| Gramercy Farms CDD | Anthony Jeancola, Rizzetta & Co. | 407-472-2471 |

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size and cost)*

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

| | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
|----|---------------|---|-------------------|
| a. | Stantec | Tampa, FL | Civil Engineering |

| | |
|--|--|
| F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i> | 20. EXAMPLE PROJECT KEY NUMBER <div style="border: 1px solid black; padding: 5px; display: inline-block; font-size: 24px; font-weight: bold;">5</div> |
|--|--|

| | | |
|---|-----------------------|-------------------------------------|
| 21. TITLE AND LOCATION <i>(City and State)</i> | 22. YEAR COMPLETED | |
| Oakstead Community Development District Pasco County, FL | PROFESSIONAL SERVICES | CONSTRUCTION <i>(if applicable)</i> |
| | 2006-Ongoing | |

| 23. PROJECT OWNER'S INFORMATION | | |
|---------------------------------|----------------------------|--------------------------------------|
| a. PROJECT OWNER | b. POINT OF CONTACT NAME | c. POINT OF CONTACT TELEPHONE NUMBER |
| Oakstead CDD | Andy Mendenhall, Inframark | 813.991.1116 |

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size and cost)*

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 roads, stormwater management facilities and recreation facilities.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

| | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
|-----------|---------------|---|---|
| a. | Stantec | Tampa, FL | Civil Engineering, Surveying, Construction Administration Support |

| F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i> | | 20. EXAMPLE PROJECT KEY NUMBER |
|--|--------------------------|---------------------------------------|
| | | 6 |
| 21. TITLE AND LOCATION <i>(City and State)</i> | | 22. YEAR COMPLETED |
| Union Park Community Development District Pasco County, FL | | PROFESSIONAL SERVICES 2013-Ongoing |
| CONSTRUCTION <i>(if applicable)</i> | | |
| 23. PROJECT OWNER'S INFORMATION | | |
| a. PROJECT OWNER | b. POINT OF CONTACT NAME | c. POINT OF CONTACT TELEPHONE NUMBER |
| Union Park CDD | Paul Cusmano, DPFG | 813.418.7473 |
| 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size and cost)</i> | | |
| <p>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.</p> | | |

| 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | | |
|---|---------------|---|---|
| | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| a. | Stantec | Tampa, FL | Civil Engineering, Surveying, Construction Administration Support |

| | |
|--|---|
| F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i> | 20. EXAMPLE PROJECT KEY NUMBER <div style="font-size: 2em; font-weight: bold; text-align: center;">7</div> |
|--|---|

| | | |
|---|-----------------------|-------------------------------------|
| 21. TITLE AND LOCATION <i>(City and State)</i> | 22. YEAR COMPLETED | |
| Ballantrae Community Development District Pasco County, FL | PROFESSIONAL SERVICES | CONSTRUCTION <i>(if applicable)</i> |
| | 2006-Ongoing | |

| 23. PROJECT OWNER'S INFORMATION | | |
|---------------------------------|--------------------------|--------------------------------------|
| a. PROJECT OWNER | b. POINT OF CONTACT NAME | c. POINT OF CONTACT TELEPHONE NUMBER |
| Ballantrae CDD | Patricia Thibault, DPGF | 813.418.7473 |

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size and cost)*

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.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

| a. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
|----|---------------|---|-------------------|
| | Stantec | Tampa, FL | Civil Engineering |

| | |
|---|---|
| F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i> | 20. EXAMPLE PROJECT KEY NUMBER <div style="font-size: 24pt; font-weight: bold;">8</div> |
|---|---|

| | | |
|--|---------------------------|------------------------------|
| 21. TITLE AND LOCATION (City and State) | 22. YEAR COMPLETED | |
| Northwood Community Development District Pasco County, FL | PROFESSIONAL SERVICES | CONSTRUCTION (if applicable) |
| | 2006-Ongoing | |

| 23. PROJECT OWNER'S INFORMATION | | |
|---------------------------------|---------------------------------|---|
| a. PROJECT OWNER | b. POINT OF CONTACT NAME | c. POINT OF CONTACT TELEPHONE NUMBER |

| | | |
|---------------|-----------------------|--------------|
| Northwood CDD | Nicole Hicks, Meritus | 813.873.7300 |
|---------------|-----------------------|--------------|

| |
|---|
| 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size and cost) |
|---|

We served as 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.

| 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | | |
|---|----------------------|---|-----------------|
| | (1) FIRM NAME | (2) FIRM LOCATION (City and State) | (3) ROLE |

| | | | |
|-----------|---------|-----------|-------------------|
| a. | Stantec | Tampa, FL | Civil Engineering |
|-----------|---------|-----------|-------------------|

| | |
|--|--|
| F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i> | 20. EXAMPLE PROJECT KEY NUMBER <div style="font-size: 24pt; font-weight: bold;">9</div> |
|--|--|

| | | | | | |
|---|--|-----------------------|-------------------------------------|----------------|--|
| 21. TITLE AND LOCATION <i>(City and State)</i> Meadow Point III Community Development District Pasco County, FL | 22. YEAR COMPLETED <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width:50%; text-align: center;">CONSTRUCTION <i>(if applicable)</i></td> </tr> <tr> <td style="text-align: center;">2006 - ongoing</td> <td></td> </tr> </table> | PROFESSIONAL SERVICES | CONSTRUCTION <i>(if applicable)</i> | 2006 - ongoing | |
| PROFESSIONAL SERVICES | CONSTRUCTION <i>(if applicable)</i> | | | | |
| 2006 - ongoing | | | | | |

| | | |
|---------------------------------|--|--|
| 23. PROJECT OWNER'S INFORMATION | | |
|---------------------------------|--|--|

| | | |
|--|--|--|
| a. PROJECT OWNER Meadow Point III CDD | b. POINT OF CONTACT NAME Matthew Huber, Rizzetta and Co | c. POINT OF CONTACT TELEPHONE NUMBER 813.933.5571 |
|--|--|--|

| |
|---|
| 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size and cost)</i> |
|---|

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 | | |
|---|--|--|

| | | | |
|----|---------------|---|-------------------|
| | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| a. | Stantec | Tampa, FL | Civil Engineering |

| | |
|--|--|
| F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i> | 20. EXAMPLE PROJECT KEY NUMBER <div style="font-size: 24pt; font-weight: bold;">10</div> |
|--|--|

| | | |
|--|-----------------------|-------------------------------------|
| 21. TITLE AND LOCATION <i>(City and State)</i> | 22. YEAR COMPLETED | |
| Rivercrest Community Development District Hillsborough County, FL | PROFESSIONAL SERVICES | CONSTRUCTION <i>(if applicable)</i> |
| | 2006-Ongoing | |

| 23. PROJECT OWNER'S INFORMATION | | |
|---------------------------------|---------------------------------|--------------------------------------|
| a. PROJECT OWNER | b. POINT OF CONTACT NAME | c. POINT OF CONTACT TELEPHONE NUMBER |
| Rivercrest CDD | Debby Nussel, Meritus Districts | 813.873.7300 |

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

| | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
|-----------|---------------|---|-------------------|
| a. | Stantec | Tampa, FL | Civil Engineering |

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

| 26. NAMES OF KEY PERSONNEL (From Section E, Block 12) | 27. ROLE IN THIS CONTRACT (From Section E, Block 13) | 28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.) | | | | | | | | | |
|--|---|---|-----------|---|---|---|---|---|---|---|----|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | David A. Kemper, PE | Principal | • | • | • | • | • | • | • | • |
| Tonja L. Stewart, PE | Senior Project Manager | • | • | • | • | • | • | • | • | • | • |
| Vanessa Nurse | Technical and Administrative Supp | | | | | • | | | • | | |
| Mark H. Foster, PSM | Lead Surveyor | • | • | | • | • | • | • | • | • | • |
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| 29. EXAMPLE PROJECTS KEY | | | |
|--------------------------|---|-----|---|
| NO. | TITLE OF EXAMPLE PROJECT (FROM SECTION F) | NO. | TITLE OF EXAMPLE PROJECT (FROM SECTION F) |
| 1 | | 6 | |
| 2 | Meadow Pointe IV Community Development District | 7 | Ballantrae Community Development District |
| 3 | Gramercy Farms Community Development District | 8 | Northwood Community Development District |
| 4 | | 9 | Meadow Point III Community Development District |
| 5 | Oakstead Community Development District | 10 | Rivercrest 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 have a current working relationship with Rizzetta, and have worked with several fully- developed CDD's within Pasco and Hillsborough Counties and the City of Tampa. We offer a total scope of services that includes, but is not limited to, the following:

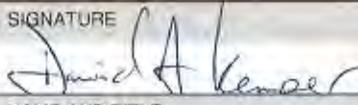
- General Consultation on District Issues
- Master Planning of Infrastructure
- Water Management Systems and Facilities
- Water and Sewer Systems and Facilities
- Roads, Landscaping and Street Lighting Design and Plans
- Existing Systems Studies and Analysis
- Environmental Permitting
- Cost Estimates 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
- New River CDD, Pasco County
- Northwood CDD, Pasco County
- Oakstead CDD, Pasco County
- Bridgewater CDD, Polk County
- Union Park CDD, Pasco County
- Arbor Greene CDD, City of Tampa
- Cheval West CDD, Hillsborough 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 01/30/2020 |
| 33. NAME AND TITLE David Kemper, 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 07-872-1737 |
| 2b. STREET 777 S Harbour Island Boulevard, Suite 600 | | | 5. OWNERSHIP | |
| 2c. CITY Tampa | 2d. STATE FL | 2e. ZIP CODE 33602-3921 | | |
| 6a. POINT OF CONTACT NAME AND TITLE David A. Kemper, PE, Senior Principal | | | a. TYPE Corporation | |
| 6b. TELEPHONE NUMBER (813) 223-9500 | | | b. SMALL BUSINESS STATUS N/A | |
| 6c. E-MAIL ADDRESS dave.kemper@stantec.com | | | 7. NAME OF FIRM (If block 2a is a branch office) Stantec Inc. | |
| 8a. FORMER FIRM NAME(S) (If any) MWH Americas Inc. Wilson Miller, Inc. | | | 8b. YEAR ESTABLISHED 1993 1956 | 8c. UNIQUE ENTITY IDENTIFIER 14-865-2431 55-683-5408 |

| 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 | 3606 | 31 | B02 | Bridges | 9 |
| 06 | Architect | 958 | 0 | C15 | Construction Management | 8 |
| 07 | Biologist | 247 | 1 | C16 | Construction Surveying | 7 |
| 08 | CAD Technician | 662 | 6 | E02 | Educational Facilities, Classrooms | 10 |
| 10 | Chemical Engineer | 60 | 1 | E09 | EIS, Assessments of Statements | 10 |
| 12 | Civil Engineer | 2071 | 16 | E12 | Environmental Remediation | 10 |
| 15 | Construction Inspector | 256 | 1 | H07 | Highways; Streets; Airfield Paving; Parking Lots | 10 |
| 21 | Electrical Engineer | 671 | 2 | H09 | Hospital & Medical Facilities | 10 |
| 23 | Environmental Engineer | 471 | 2 | H11 | Housing (Residential, Multi-Family, Apts, Condos) | 10 |
| 24 | Environmental Scientist | 842 | 2 | I01 | Industrial Buildings, Manufacturing Plants | 9 |
| 29 | GIS Specialist | 171 | 3 | O01 | Office Buildings, Industrial Parks | 8 |
| 34 | Hydrologist | 83 | 1 | P05 | Planning (Comm., Regional, Areawide and State) | 8 |
| 38 | Land Surveyor | 423 | 18 | P06 | Planning (Site, Installation, and Project) | 8 |
| 39 | Landscape Architect | 204 | 3 | R04 | Recreation Facilities (Parks, Marinas, Etc.) | 8 |
| 42 | Mechanical Engineer | 600 | 1 | S04 | Sewage Collection, Treatment and Disposal | 9 |
| 47 | Planner, Urban/Regional | 262 | 4 | S10 | Surveying, Platting, Mapping, Flood Plain Studies | 8 |
| 48 | Project Manager | 765 | 9 | S13 | Storm Water Handling & Facilities | 7 |
| 57 | Structural Engineer | 654 | 2 | T03 | Traffic & Transportation Engineering | 10 |
| 58 | Technician/Analyst | 1948 | 2 | T04 | Topographic Surveying and Mapping | 4 |
| 60 | Transportation Engineer | 282 | 3 | U02 | Urban Renewals; Community Development | 8 |
| | Other | 1732 | 0 | W02 | Water Resources, Hydrology, Ground Water | 9 |
| | Total | 16968 | 108 | 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) | a. Federal Work | 10 | PROFESSIONAL SERVICES REVENUE INDEX NUMBER | | | |
| | b. Non-Federal Work | 10 | | | | |
| | c. Total Work | 10 | | | | |
| | | | | | | |
| | 1. Less than \$100,000 | 6. \$2 million to less than \$5 million | | | | |
| | 2. \$100,000 to less than \$250,000 | 7. \$5 million to less than \$10 million | | | | |
| | 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 January 1, 2018 |
| c. NAME AND TITLE David A. Kemper, PE, Senior Principal | |





BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

Professional Engineering Services

APRIL 30, 2020



April 30, 2020

Meritus Districts
Attn: Brian Lamb, District Manager Berry Bay Community Development District
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

RE: Engineering Services for Berry Bay Community Development District Request for Qualifications

Dear Mr. Lamb:

Halff would be honored to assist the Berry Bay Community Development District (CDD) with Engineering Services for this master plan community located in Hillsborough County, Florida. We are familiar with and understand the requirements of CDD funding and are well qualified to assume responsibility for any aspect of the CDD or project. Based on our past experience, the Halff team has a proven track record on similar projects and can provide the service, capacity, and expertise to help Berry Bay CDD achieve its goals.

Adequacy of Staff – The Halff team is comprised of engineering, planning, environmental, landscape architecture, and design professionals with both in-depth expertise and project experience related to community development districts and the operation, design and permitting of residential communities. Kyle L. Thornton, PE, District Engineer, is very familiar with Hillsborough County and all necessary elements required of a District Engineer.

Comparable Experience – The Halff team has experience with a wide range of public and private projects. In addition to our vast experience, members of our staff have served as Board Members on several other CDDs. Halff is currently the District Engineer for the Triple Creek CDD and the Reserve at Pradera CDD. This experience as Board Members, CDD Engineer, as well as Design and Permitting Engineer, provides valuable insight into the operation, budget, and engineering/design issues and considerations the CDD Engineer must understand and consider. Our considerable experience and contacts with Hillsborough County provide valuable insight and creative recommendations on how to solve problems unique to a dynamic CDD such as Berry Bay.

With the immense experience our key team members have with CDDs, Berry Bay CDD will experience unsurpassed service from our team.

We are committed to being fully engaged on this assignment and look forward to the opportunity to work with you and the Berry Bay Community Development District staff.

Yours to count on,

A handwritten signature in blue ink, appearing to read "Bruce T. Kaschyk".

Bruce T. Kaschyk, AICP
Sr. Vice President
Principal-in-Charge

A handwritten signature in blue ink, appearing to read "Kyle L. Thornton".

Kyle L. Thornton, PE
Vice President
District Engineer

STANDARD FORM 330

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Engineering Services for Berry Bay Community Development District

2. PUBLIC NOTICE DATE
4/12/2020

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Kyle L. Thornton, PE

5. NAME OF FIRM

Halff Associates, Inc. 

6. TELEPHONE NUMBER
(813) 620-4500

7. FAX NUMBER
(813) 221-4980

8. E-MAIL ADDRESS
kthornton@Halff.com

C. PROPOSED TEAM

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

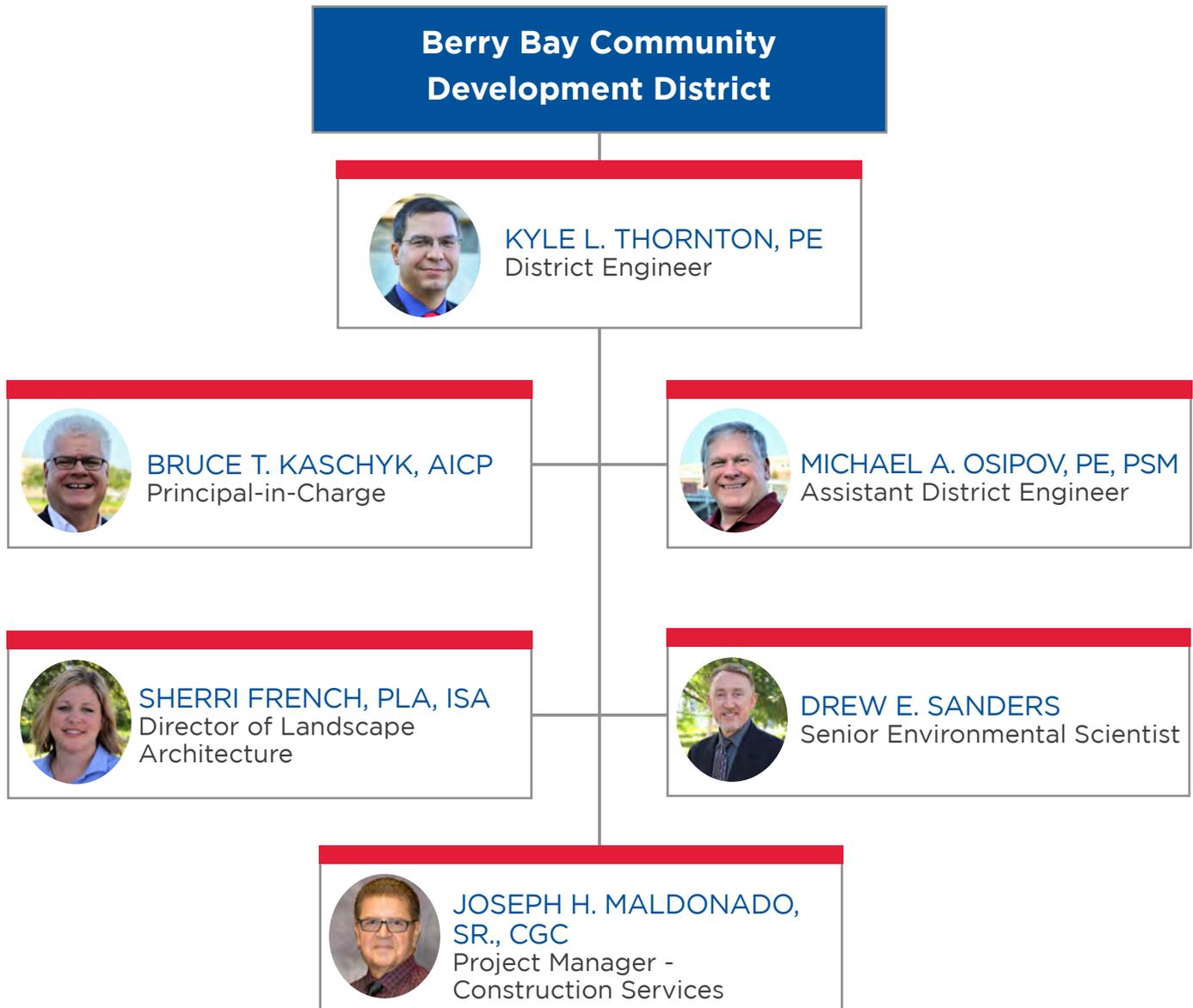
| | <i>(Check)</i> | | | 9. FIRM NAME | 10. ADDRESS | 11. ROLE IN THIS CONTRACT |
|----|-------------------------------------|-----|-------------------------------|--|--|---|
| | PRIME | J-V | PARTNER SUBCON- TRACTOR | | | |
| a. | <input checked="" type="checkbox"/> | | | Halff Associates, Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE | 1000 N. Ashley Dr., Suite 900 Tampa, Florida 33602 | Site/Civil Engineering, Landscape Architecture, Master Planning, Utilities, Transportation Engineering, Environmental |

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)



ORGANIZATIONAL CHART



BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

| | | | |
|----------------------------------|--|----------------------|-------------------------|
| 12. NAME Kyle L. Thornton, PE | 13. ROLE IN THIS CONTRACT District Engineer | 14. YEARS EXPERIENCE | |
| | | a. TOTAL 20 | b. WITH CURRENT FIRM 16 |

| | |
|---|---|
| 15. FIRM NAME AND LOCATION (City and State) Halff Associates, Inc., Tampa, Florida |  |
|---|---|

| | |
|--|--|
| 15. EDUCATION (DEGREE AND SPECIALIZATION) BS/Civil Engineering University of South Florida | 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, FL: 60279 |
|--|--|

| |
|---|
| 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) International Council of Shopping Centers, Tampa Bay Builders Association (TBBA) |
|---|

19. RELEVANT PROJECTS

| (1) TITLE AND LOCATION (City and State) | (2) YEAR COMPLETED | |
|---|-----------------------|------------------------------|
| | PROFESSIONAL SERVICES | CONSTRUCTION (if applicable) |
| a. Triple Creek Community Hillsborough County, Florida | Ongoing | Ongoing |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm CDD Engineer and Engineer of Record. Halff provides master planning, design, permitting, construction services and also serves as the District Engineer for the CDD on the 1,050 acre, 2,000+ unit mixed use project. The project includes multiple amenity features including miles of paved trails, numerous wetlands, a lake, creek system and hundreds of acres of preservation land. Additionally, there are several community pools, playgrounds and recreation areas. Monument signs, landscape and irrigation are also under the direction of the CDD Engineer. Example services include evaluation of flooding issues on District property, consideration of additional landscaping and/or fencing to provide buffering between District property and adjacent land, evaluation of resident complaints, negotiation of penalties resulting from unauthorized habitat impacts from adjacent property owners, oversight of District construction projects, oversight of District construction budgets, attendance at District public meetings, cost estimates, engineer's reports and assistance with bonding. | | |
| b. Brooker Ridge Hillsborough County, Florida | 2017 | 2018 |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Engineer of Record for the Design, Permitting and Construction of 120+/- infill subdivision on 36+/- acres within the Brandon area of Hillsborough County. Project included a new wastewater pump station, a 2,400+/- LF forcemain extension along John Moore Road, the replacement and upgrade of the adjacent potable watermain in John Moore Road and a new turn lane at the project entry. | | |
| c. Reserve at Pradera Subdivision Hillsborough County, Florida | Ongoing | Ongoing |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. For the multi-phased design, engineering and permitting of a 182+/- acres, 350+ lot detached single family development in southern Hillsborough County. Project includes off site roadway widening and a new divided collector roadway with two roundabouts traversing through the development. Services also included Master Planning, Zoning, Amenity Theming, Enhanced Landscape Design, Surveying, Bidding Assistance and Construction Services. | | |
| d. Berry Bay Subdivision Wimauma, FL | Ongoing | Ongoing |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for a multi-phased 365 acre+/- master planned subdivision. Project responsibilities include, rezoning support, conceptual lot layouts, stormwater design, utility and lift station design, roundabout design, off-site utility extension design, client management and permitting. The project includes a large creek system (Dug Creek) which was crossed with an approximately 1.5 mile long collector road. | | |



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

| | | | | | |
|---|--|--|--|---|---|
| 12. NAME Bruce T. Kaschyk, AICP | | 13. ROLE IN THIS CONTRACT Principal-in-Charge | | 14. YEARS EXPERIENCE | |
| | | a. TOTAL 37 | | b. WITH CURRENT FIRM 16 | |
| 15. FIRM NAME AND LOCATION (City and State) Halff Associates, Inc., Tampa, Florida | | | |  | |
| 15. EDUCATION (DEGREE AND SPECIALIZATION) BA/Urban Planning and Design University of Cincinnati | | | 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) National American Institute of Certified Planners: 005464 Florida Real Estate Broker, FL BK445352 | | |
| 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) American Planning Association, International Council of Shopping Centers, Real Estate Investment Council, Congress for New Urbanism, Tampa Bay Builders Association, Urban Land Institute, National Association of Industrial and Office Properties, Westshore Business Alliance, Tampa Downtown Partnership | | | | | |
| 19. RELEVANT PROJECTS | | | | | |
| a. (1) TITLE AND LOCATION (City and State) Triple Creek Community Hillsborough County, Florida | | | (2) YEAR COMPLETED | | |
| | | | PROFESSIONAL SERVICES Ongoing | | CONSTRUCTION (if applicable) Ongoing |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal-in-Charge overseeing the master plan for the 1,050 acre, 2,000+ unit mixed use project located in Hillsborough County, Florida. This project consisted of multiple amenity features including miles of paved trails, numerous wetlands, a lake, creek system and 100's of acres of preservation land. | | | <input checked="" type="checkbox"/> Check if project performed with current firm | | |
| b. (1) TITLE AND LOCATION (City and State) Reserve at Pradera Subdivision Hillsborough County, Florida | | | (2) YEAR COMPLETED | | |
| | | | PROFESSIONAL SERVICES Ongoing | | CONSTRUCTION (if applicable) Ongoing |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal-in-Charge providing general planning services and zoning reviews for the 358 lot community located on approximately 182 acres. | | | <input checked="" type="checkbox"/> Check if project performed with current firm | | |
| c. (1) TITLE AND LOCATION (City and State) Historic Park Street Business District Implementation Plan St. Petersburg, FL | | | (2) YEAR COMPLETED | | |
| | | | PROFESSIONAL SERVICES 2008 | | CONSTRUCTION (if applicable) |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal-in-Charge overseeing concept plans, public involvement, and liaison for business community and residents. Project improvements for a five city block area at Central Avenue between the Pinellas Trail Crossing and Park Street North. | | | <input checked="" type="checkbox"/> Check if project performed with current firm | | |
| d. (1) TITLE AND LOCATION (City and State) Meres Crossing Special Area Plan Tarpon Springs, FL | | | (2) YEAR COMPLETED | | |
| | | | PROFESSIONAL SERVICES 2009 | | CONSTRUCTION (if applicable) |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Lead Urban Designer and Principal-In-Charge responsible for preparing concept plans and public involvement for this mixed-use retail project located on 17 acres in Tarpon Springs. | | | <input checked="" type="checkbox"/> Check if project performed with current firm | | |
| e. (1) TITLE AND LOCATION (City and State) City of St. Pete Beach St. Pete Beach, FL | | | (2) YEAR COMPLETED | | |
| | | | PROFESSIONAL SERVICES Ongoing | | CONSTRUCTION (if applicable) |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal-in-Charge providing various city-wide Landscape Architect and General Planning Services. Mr. Kaschyk previously assisted the City in updating its' Land Development Codes. | | | <input checked="" type="checkbox"/> Check if project performed with current firm | | |
| f. (1) TITLE AND LOCATION (City and State) Aruba Ringweg 3 Corridor Spatial Master Plan Aruba | | | (2) YEAR COMPLETED | | |
| | | | PROFESSIONAL SERVICES 2015 | | CONSTRUCTION (if applicable) |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Client Manager and Lead Planner for the development and maintenance of the relationship with officials and representatives of the Aruba government. Responsible for preparing the project scope and assisting the project team with developing the spatial master plan, uses, and development guidelines. | | | <input checked="" type="checkbox"/> Check if project performed with current firm | | |



BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

| | | | |
|-------------------------------------|--|----------------------|------------------------|
| 12. NAME Michael Osipov, PE, PSM | 13. ROLE IN THIS CONTRACT Assistant District Engineer | 14. YEARS EXPERIENCE | |
| | | a. TOTAL 35 | b. WITH CURRENT FIRM 3 |

| | |
|---|---|
| 15. FIRM NAME AND LOCATION (City and State) Halff Associates, Inc., Tampa, Florida |  |
|---|---|

| | |
|--|--|
| 15. EDUCATION (DEGREE AND SPECIALIZATION) BS/Civil Engineering MBA | 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, FL: 41136 Professional Surveyor & Mapper, FL: LS7094 |
|--|--|

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
ASCE, ULI, ICSC, FES, ASHE and FSMS

19. RELEVANT PROJECTS

| (1) TITLE AND LOCATION (City and State) | (2) YEAR COMPLETED | |
|---|-----------------------|------------------------------|
| | PROFESSIONAL SERVICES | CONSTRUCTION (if applicable) |
| a. City of St. Pete Beach Continuing Services St. Pete Beach, FL | Ongoing | |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Continuing services contract to include roadway, drainage and utility design services for multiple projects within the City. Environmental permitting and engineers' estimates are also included. Design fee: \$689,000. Design Engineer. | | |
| b. Alta Lakes Subdivision - Amenity Center Jacksonville, FL | 2018 | 2018 |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Site development plans for paving, grading, drainage, and water and sewer plans for master planned residential subdivision. Project included recreational and aquatic facilities with extensive landscape and hardscape components. Design fee: \$82,000. Design Engineer | | |
| c. 2017/2018 Street Improvement Project City of New Port Richey, FL | 2018 | 2018 |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Continuing services contract to include roadway, drainage and utility design services for multiple projects within the City. Evaluation of existing pavement conditions, utility requirements and safety modifications. Preparation of contract plans, documents and specifications, construction estimates and bidding assistance. Design fee: \$689,000. Design fee: \$95,000. Design Engineer | | |
| d. Tampa Commerce Center - Offsite Improvements & Platting Hillsborough County, FL | 2019 | 2019 |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design and permitting of left and right turn lanes, water and sewer extensions, and storm sewer improvements. Platting services, construction costs estimates, bid and performance bond preparation. Design fee: \$55,000. Project Manager/Engineer. | | |
| e. SR 15/US 17 Eminent Domain Services Volusia County, FL | 2019 | |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Assessment of property impacts due to proposed right of way takings. Considered drainage and utilities, environmental, jurisdictional, circulation and economic impacts. Developed "cures" to mitigate impacts of takings. Coordinated with property owners, permitting and other regulatory agencies. Design fee: \$180,000. Project Engineer. | | |



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

| | | | |
|--------------------------------|---|----------------------|------------------------|
| 12. NAME Sherri French, PLA | 13. ROLE IN THIS CONTRACT Director of Landscape Architecture | 14. YEARS EXPERIENCE | |
| | | a. TOTAL 11 | b. WITH CURRENT FIRM 3 |

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|---|---|
| 15. FIRM NAME AND LOCATION (City and State) Halff Associates, Inc., Tampa, Florida |  |
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| 15. EDUCATION (DEGREE AND SPECIALIZATION) Master of Landscape Architecture - Landscape Architecture & Environmental Planning, USU BS Horticulture Residential Design/Build, BYU | 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Registered Landscape Architect, FL: LA6667344 Registered Landscape Architect, ID: 16806 Certified Arborist, FL: 9297A |
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|---|
| 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) American Society of Landscape Architects (National and Local Chapters) International Society of Arboriculture (National and Local Chapters) |
|---|

19. RELEVANT PROJECTS

| (1) TITLE AND LOCATION (City and State) | (2) YEAR COMPLETED | |
|---|-----------------------|------------------------------|
| | PROFESSIONAL SERVICES | CONSTRUCTION (if applicable) |
| a. Triple Creek Community Landscape Design Hillsborough County, FL | 2017 | 2018 |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Assisted in designing, drafting, and creating notes and specifications for multi-million-dollar enhanced landscape and irrigation for this master planned community. Participated in bid phase services including answering RFIs, evaluating bids and providing recommendations to client. Explored several options for pavement materials for community sidewalks and walking trails. Incorporated large trees and palms as appropriate to create a dramatic aesthetic. Designed unique site features at various locations to create a bold and unique appearance appropriate for viewing by vehicular and pedestrian traffic without interfering with the safety of the users. | | |
| b. The Reserve at Citrus Park Hillsborough County, FL | 2017 | 2017 |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Provided conceptual design alternatives for subdivision common areas including entry features, automated security gate access, tot lot, monument sign and pillars, and associated landscape and irrigation. Provided graphic renderings and construction estimating. Created construction documents for all proposed enhanced landscape enhancements. | | |
| c. Fowler and I-75 Landscape Improvements Hillsborough County, FL | 2016 | 2017 |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Prepare construction documentation including extensive notes and details for landscape plans at this major interchange along the I-75 corridor. Landscape enhancements provided aesthetic appeal without compromising the safety of the traveling public. Incorporated large tiered retaining walls as appropriate within infields to facilitate planting on steepest slopes. | | |
| d. SR 281/Avalon Blvd. at SR8 (I-10) Landscaping FDOT District 3 Hillsborough County, FL | 2017 | 2019 |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Prepared construction documentation for landscape improvements at major interchange. Ensured compliance with standard FDOT indexes. Aided in plant selection to ensure long term viability of plantings with no supplemental irrigation after initial establishment. Made design adjustments to ensure budgetary requirements were met without sacrificing aesthetics of the design. | | |
| e. New York Life Courtyard Enhancements Tampa, FL | 2018 | 2019 |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Provided phased concept and construction plans for a revitalized social space at the New York Life's corporate campus located in Tampa, Florida. The reinvigorated space was brought to life through the restoration and regrading of an existing pond, decorative hardscape materials, seat wall, site furniture, and an architectural shade structure as the focal point of the redesigned space. | | |



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

| | | | |
|---|---|----------------------|------------------------|
| 12. NAME Joseph Maldonado, Sr., CGC | 13. ROLE IN THIS CONTRACT Project Manager - Construction Services | 14. YEARS EXPERIENCE | |
| | | a. TOTAL 34 | b. WITH CURRENT FIRM 9 |

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|---|---|
| 15. FIRM NAME AND LOCATION (City and State) Halff Associates, Inc., Tampa, Florida |  |
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|---|---|
| 15. EDUCATION (DEGREE AND SPECIALIZATION) St. Petersburg Junior College - Architectural/Building Code Administration Pinellas Technical Educational Center - Architectural and Civil Engineering | 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Certified General Contractor CGC #031697 SBCCI Registered Building Inspector #1711 FDEP Stormwater Erosion Inspector #18517 |
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| 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) N/A |
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19. RELEVANT PROJECTS

| (1) TITLE AND LOCATION (City and State) | (2) YEAR COMPLETED | |
|---|-----------------------|------------------------------|
| | PROFESSIONAL SERVICES | CONSTRUCTION (if applicable) |
| a. Triple Creek Subdivision Phase One Riverview, FL | 2017 | 2018 |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Manager for 383 and 122 single family lots, respectively. Conducted weekly job meetings, coordinated meetings with private and public utilities, reviewed construction schedule, shop drawings, pay requests; prepared supplemental sketches for field changes, review construction activities and prepared daily field reports. Supervised in-house inspectors. The above subdivision included construction for stormwater system, private and public utilities, building pads, construction for new roadway and existing roadway improvements and traffic striping and signage. | | |
| b. Ladera Subdivision Hillsborough County, FL | 2017 | 2017 |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Manager for 2.8 miles of 10" dia. DIP for water main extension on Van Dyke Road. Review proposed design: pump station, wastewater, potable water and stormwater. Review dry utilities: electrical, telephone, cable conduit/equipment layout prior and during construction. This site had several environmental issues that were resolved in the field. Frontage road was constructed at night due to traffic congestion. | | |
| c. Triple Creek Collector Road Section 1 Tampa, FL | 2017 | 2018 |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Manager for construction plans and permitting for the Collector Road Section 1 segment of the Big Bend Road/Triple Creek Boulevard extension project. Project will extend Triple Creek Boulevard from the current terminus at the roundabout with Dorado Shores, northerly to an intersection with the extension of Big Bend Road to a terminus at a roundabout adjacent to the future Amenity Center project. | | |
| d. Reserve at Citrus Park Redesign 2 Tampa, FL | 2017 | 2019 |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Manager for the complete redesign of the Reserve at Citrus Park, formally known as the Bennett Property subdivision to include revising any approvals previously obtained. Additionally, off-site requirements to Lake Sunset will be required, to include the reconfiguration of the intersection with Sheldon Road and the resurfacing of the existing pavement to maintain a minimum of 20 feet of asphalt and the addition of a sidewalk along Lake Sunset to the project entrance. | | |
| e. Deer Creek Asphalt Resurfacing Tampa, FL | 2016 | 2017 |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager assisting in repaving and improvements to the existing roads in the Deer Creek community beginning at the gated entry and extending approximately 1 mile. | | |



BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

| | | | |
|---|---|---|------------------------|
| 12. NAME Drew E. Sanders | 13. ROLE IN THIS CONTRACT Senior Environmental Scientist | 14. YEARS EXPERIENCE | |
| | | a. TOTAL 27 | b. WITH CURRENT FIRM 1 |
| 15. FIRM NAME AND LOCATION (City and State) Halff Associates, Inc., Tampa, Florida | |  | |
| 15. EDUCATION (DEGREE AND SPECIALIZATION) BS/Biology, University of South Florida Graduate Courses, University of South Florida | | 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) | |
| 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) N/A | | | |

19. RELEVANT PROJECTS

| (1) TITLE AND LOCATION (City and State) | (2) YEAR COMPLETED | |
|---|-----------------------|------------------------------|
| | PROFESSIONAL SERVICES | CONSTRUCTION (if applicable) |
| a. Heights of Tampa Hillsborough County, FL (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Assisted with site design and environmental permitting to allow conversion of the abandoned City of Tampa shipping port, industrial buildings, and single-family residences along the Hillsborough River in Tampa Heights into a mixed-use residential and commercial development and 101-slip marina to complement the City of Tampa's downtown revitalization efforts. The project also included the northward extension of the City of Tampa's Riverwalk through Water Works Park, maintenance dredging of the Hillsborough River to accommodate the proposed public marina, installation of riprap revetment, and the repair and replacement of approximately 1,000 feet of seawall along the river shoreline. Mr. Sanders provided wetland delineations, sediment and water quality sampling, habitat mapping in support of environmental permit applications. As a part of the environmental permitting effort, a preliminary mitigation plan to compensation for wetland losses and alterations associated with the redevelopment of the property was developed for Waterworks Park which included the planned creation of a 0.75-acre estuarine, tidal marsh along the southern extent of Water Works Park and the restoration of Ulele Spring, including a restored spring run to directly connect the headwater to the Hillsborough River. | 2009 | |
| b. Citrus Grove Development Okeechobee County, FL (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Completed wetland delineations, listed species surveys, and provided environmental permitting assistance for this 14,000-acre project. Listed wildlife species observed during surveys included the burrowing owl, caracara, gopher tortoise, Florida grasshopper sparrow, Florida sandhill crane, and a variety of wading birds. | 2002 | |
| c. Ashley Glen Pasco County, FL (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Mr. Sanders assisted the client with wildlife surveys, wetland delineations and environmental permitting assistance for a mixed-use community in Pasco County, Florida. As a part of this effort, he also assisted with developing a wetland mitigation plan and obtaining approvals to relocate listed wildlife. | Ongoing | 2017 |
| d. Mira Bay Hillsborough County, FL (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Provided assistance with the environmental analysis and preparation of the application of the Harbor Bay Development of Regional Impact (DRI) for this private 600-acre development. Mr. Sanders also completed wetland delineations, listed species surveys, and provided environmental permitting assistance, including the design of the wetland mitigation plan that included a mix of fresh and saltwater wetland creation and enhancement of both upland and wetland communities. As a part of this effort, Mr. Sanders also assisted in the preparation of a canal enhancement plan that included the maintenance dredging of approximately 5 miles of residential canals in Apollo Beach, Florida. He also assisted in the development and implementation of a Manatee Protection Plan for the adjacent Tampa Bay waters. | 2019 | 2019 |



BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES

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| 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 E for each key person.) | | 20. EXAMPLE PROJECT KEY NUMBER 1 | |
| 21. TITLE AND LOCATION (City and State) Triple Creek Community Hillsborough County, Florida | | 22. YEAR COMPLETED PROFESSIONAL SERVICES: Ongoing CONSTRUCTION (if applicable): Ongoing | |
| 23. PROJECT OWNER'S INFORMATION | | | |
| a. PROJECT OWNER Triple Creek CDD / Green Pointe Communities, LLC | | b. POINT OF CONTACT NAME Justin Croom / Rick Harcrow | c. POINT OF TELEPHONE NUMBER (850) 334-9055 (813) 453-9897 |
| 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost) Halff provides master planning, design, permitting, construction services and also serves as the District Engineer for the CDD on the 1,050 acre, 2,000+ unit mixed-use project. The project includes multiple amenity features including miles of paved trails, numerous wetlands, a lake, creek system and 100's of acres of preservation land. Additionally, there are several community pools, playgrounds and recreation areas. Monument signs, landscape and irrigation are also under the direction of the CDD Engineer. Example services include evaluation of flooding issues on District property, consideration of additional landscaping and/or fencing to provide buffering between District property and adjacent land, evaluation of resident complaints, negotiation of penalties resulting from unauthorized habitat impacts from adjacent property owners, oversight of District construction projects, oversight of District construction budgets, attendance at District public meetings, cost estimates, engineer's reports and assistance with bonding. Services related to this project have been provided for multiple clients in numerous phases spanning more than 15 years. Cost: \$1,500,000 (Service Fees) | | | |
|  | | | |
| 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | | |
| a. (1) FIRM NAME Halff Associates, Inc. | (2) FIRM LOCATION (City and State) Tampa, Florida | | (3) ROLE Prime |



BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES

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| <p align="center">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 E for each key person.)</p> | | <p align="center">20. EXAMPLE PROJECT KEY NUMBER</p> <p align="center">2</p> | | | | | |
| <p>21. TITLE AND LOCATION (City and State)</p> <p>Reserve at Pradera Hillsborough County, Florida</p> | | <p align="center">22. YEAR COMPLETED</p> <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (if applicable)</td> </tr> <tr> <td>Ongoing</td> <td>Ongoing</td> </tr> </table> | | PROFESSIONAL SERVICES | CONSTRUCTION (if applicable) | Ongoing | Ongoing |
| PROFESSIONAL SERVICES | CONSTRUCTION (if applicable) | | | | | | |
| Ongoing | Ongoing | | | | | | |
| <p align="center">23. PROJECT OWNER'S INFORMATION</p> | | | | | | | |
| <p>a. PROJECT OWNER</p> <p>Reserve at Pradera c/o Rizzetta & Company</p> | | <p>b. POINT OF CONTACT NAME</p> <p>Bryan Radcliff</p> | <p>c. POINT OF TELEPHONE NUMBER</p> <p>(813) 533-2950</p> | | | | |
| <p>24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)</p> <p>Located in southern Hillsborough County, the Reserve at Pradera is a multi-phased master planned community consisting of 358 lots on approximately 182 acres. The project includes a master amenity center with recreation fields, sports courts and a swimming pool. Other community amenities included miles of paved trails, lakes/ponds, a dog park, and numerous community gathering areas. The community also includes an extensive landscaped entry with community sign. All of these items are under the operation and maintenance purview of the CDD. Half serves as the Engineer of Record and the CDD Engineer for this project.</p> <p>Cost: \$5,000 (CDD Engineer) / \$600,000 (Engineer of Record)</p> | | | | | | | |
|  | | | | | | | |
| <p align="center">25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</p> | | | | | | | |
| <p>a.</p> | <p>(1) FIRM NAME</p> <p>Half Associates, Inc.</p> | <p>(2) FIRM LOCATION (City and State)</p> <p>Tampa, Florida</p> | <p>(3) ROLE</p> <p>Prime</p> | | | | |



BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES

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| <p align="center">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 E for each key person.)</p> | | <p align="center">20. EXAMPLE PROJECT KEY NUMBER</p> <p align="center">3</p> | | | | | |
| <p>21. TITLE AND LOCATION (City and State)</p> <p>Bloomington Community Design Services Hillsborough County, Florida</p> | | <p align="center">22. YEAR COMPLETED</p> <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (if applicable)</td> </tr> <tr> <td align="center">2019</td> <td></td> </tr> </table> | | PROFESSIONAL SERVICES | CONSTRUCTION (if applicable) | 2019 | |
| PROFESSIONAL SERVICES | CONSTRUCTION (if applicable) | | | | | | |
| 2019 | | | | | | | |
| <p align="center">23. PROJECT OWNER'S INFORMATION</p> | | | | | | | |
| <p>a. PROJECT OWNER</p> <p>Bloomington Special Tax District</p> | | <p>b. POINT OF CONTACT NAME</p> <p>Tom Leech</p> | <p>c. POINT OF TELEPHONE NUMBER</p> <p>(813) 681-2051</p> | | | | |
| <p>24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)</p> <p>Bloomington Special Tax District includes 32 neighborhoods and approximately 5,500 home sites, constructed over a 30-year period. The resulting community includes a variety of signs, common areas, entry features, and landscaping. In an effort to revitalize and provide a cohesive brand, the Taxing District has retained Halff's expert professionals.</p> <p>Cost: \$50,000+</p> | | | | | | | |
|  | | | | | | | |
| <p align="center">25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</p> | | | | | | | |
| <p>a.</p> | <p>(1) FIRM NAME</p> <p>Halff Associates, Inc.</p> | <p>(2) FIRM LOCATION (City and State)</p> <p>Tampa, Florida</p> | <p>(3) ROLE</p> <p>Prime</p> | | | | |



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| <p>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 E for each key person.)</p> | <p>20. EXAMPLE PROJECT KEY NUMBER</p> <p style="font-size: 2em;">4</p> |
|---|--|

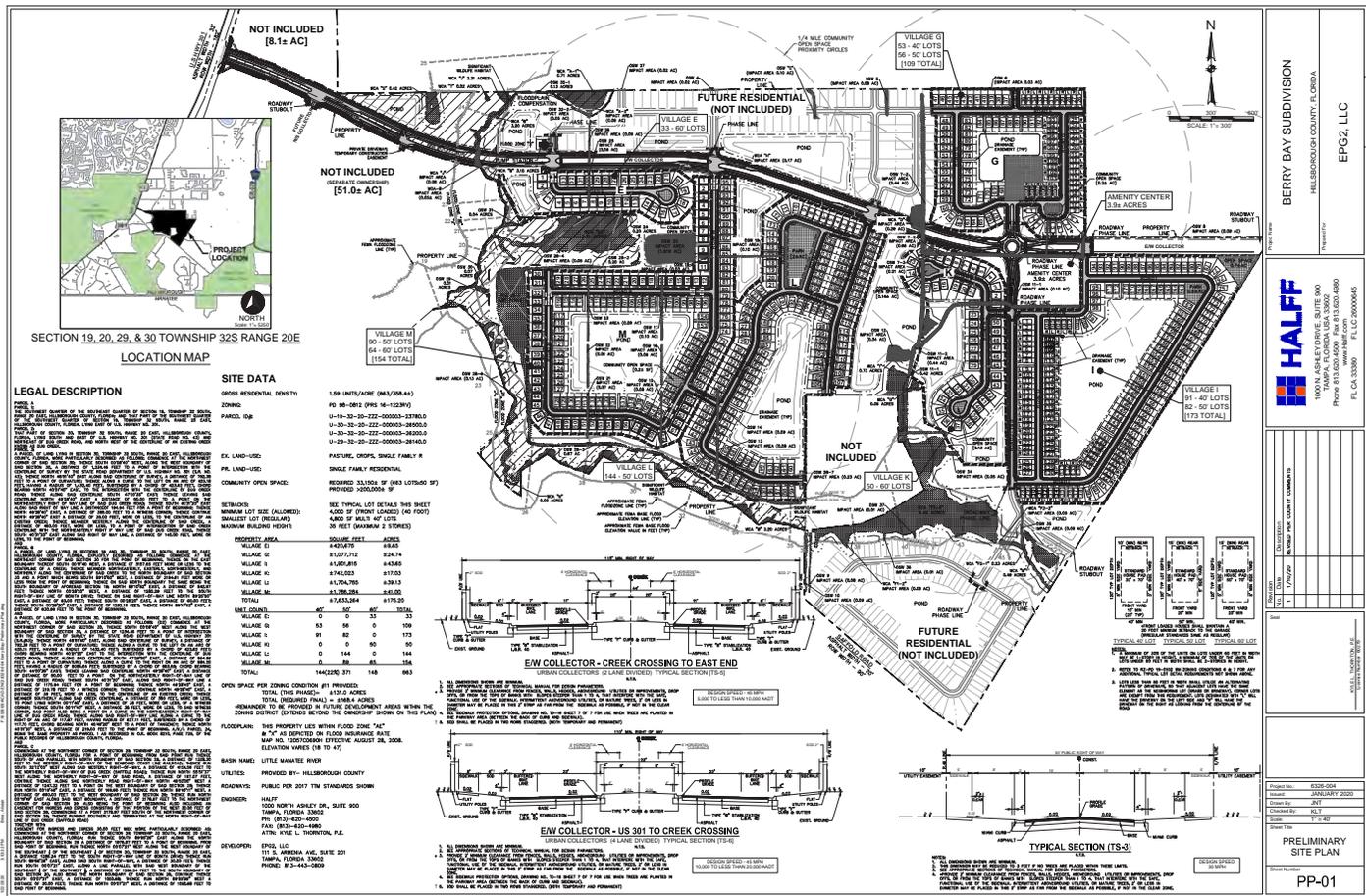
| | | | | | |
|--|--|-----------------------|------------------------------|---------|---------|
| <p>21. TITLE AND LOCATION (City and State)</p> <p>Berry Bay Subdivision Wimauma, FL</p> | <p>22. YEAR COMPLETED</p> | | | | |
| | <table border="1"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES</td> <td style="width: 50%;">CONSTRUCTION (if applicable)</td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">Ongoing</td> </tr> </table> | PROFESSIONAL SERVICES | CONSTRUCTION (if applicable) | Ongoing | Ongoing |
| PROFESSIONAL SERVICES | CONSTRUCTION (if applicable) | | | | |
| Ongoing | Ongoing | | | | |

| 23. PROJECT OWNER'S INFORMATION | | |
|---|---|---|
| <p>a. PROJECT OWNER</p> <p>Eisenhower Property Group, LLC</p> | <p>b. POINT OF CONTACT NAME</p> <p>Jeff Hills</p> | <p>c. POINT OF TELEPHONE NUMBER</p> <p>(813) 887-3130</p> |

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Professional Engineering Services to develop initial 663 units for a residential community on approx 420 acres. The project also includes a 1.5 mile collector road, roundabout, master stormwater infrastructure, and approximately 3 miles of off-site utilities. The community is expected to be in excess of 1,100 units with future phases planned.

Cost: \$600,000 (Professional Services Fee)



| 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | |
|---|---|------------------------------|
| <p>a. (1) FIRM NAME</p> <p>Halff Associates, Inc.</p> | <p>(2) FIRM LOCATION (City and State)</p> <p>Tampa, Florida</p> | <p>(3) ROLE</p> <p>Prime</p> |



**BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES**

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|---|---|---|---|
| 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 E for each key person.) | | 20. EXAMPLE PROJECT KEY NUMBER 5 | |
| 21. TITLE AND LOCATION (City and State) Grand Haven Palm Coast, Florida | | 22. YEAR COMPLETED PROFESSIONAL SERVICES: 2004 CONSTRUCTION (if applicable): | |
| 23. PROJECT OWNER'S INFORMATION | | | |
| a. PROJECT OWNER Grand Haven CDD | | b. POINT OF CONTACT NAME Craig Wrathell | c. POINT OF TELEPHONE NUMBER (954) 426-2105 |
| 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost) The Grand Haven CDD encompasses more than 1,300 acres in northeastern Florida. The infrastructure design services provided for the District included the design, permitting, and construction monitoring of additional parking lots in support of the community's amenities. Cost: \$150,000 | | | |
|  | | | |
| 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | | |
| a. | (1) FIRM NAME Half Associates, Inc. | (2) FIRM LOCATION (City and State) Tampa, Florida | (3) ROLE Prime |



**BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES**

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|--|---|---|---|-----------------------|------------------------------|------|------|
| 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 E for each key person.) | | 20. EXAMPLE PROJECT KEY NUMBER 6 | | | | | |
| 21. TITLE AND LOCATION (City and State) Deer Creek Asphalt Resurfacing Tampa, FL | | 22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (if applicable)</td> </tr> <tr> <td align="center">2016</td> <td align="center">2017</td> </tr> </table> | | PROFESSIONAL SERVICES | CONSTRUCTION (if applicable) | 2016 | 2017 |
| PROFESSIONAL SERVICES | CONSTRUCTION (if applicable) | | | | | | |
| 2016 | 2017 | | | | | | |
| 23. PROJECT OWNER'S INFORMATION | | | | | | | |
| a. PROJECT OWNER Deer Creek HOA | | b. POINT OF CONTACT NAME David Wheeler | c. POINT OF TELEPHONE NUMBER (813) 936-4153 | | | | |
| 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost) Deer Creek was constructed as a gated community with approximately one (1) mile of private streets. Half assisted with the repaving/improvements to the existing roads with the start point at the gated entry. Cost: \$150,000 | | | | | | | |
|  | | | | | | | |
| 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | | | | | | |
| a. | (1) FIRM NAME Half Associates, Inc. | (2) FIRM LOCATION (City and State) Tampa, Florida | (3) ROLE Prime | | | | |



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|--|--|---|--|-------------------------------|--------------------------------------|
| <p>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 E for each key person.)</p> | | <p>20. EXAMPLE PROJECT KEY NUMBER 7</p> | | | |
| <p>21. TITLE AND LOCATION (City and State) Boca Ciega Drive Isle Drainage Improvements St. Pete Beach, Florida</p> | | <p>22. YEAR COMPLETED</p> <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2018</td> <td>CONSTRUCTION (if applicable) 2018</td> </tr> </table> | | PROFESSIONAL SERVICES 2018 | CONSTRUCTION (if applicable) 2018 |
| PROFESSIONAL SERVICES 2018 | CONSTRUCTION (if applicable) 2018 | | | | |
| <p>23. PROJECT OWNER'S INFORMATION</p> | | | | | |
| <p>a. PROJECT OWNER City of St. Pete Beach</p> | <p>b. POINT OF CONTACT NAME Brett Warner</p> | <p>c. POINT OF TELEPHONE NUMBER (727) 363-9254</p> | | | |

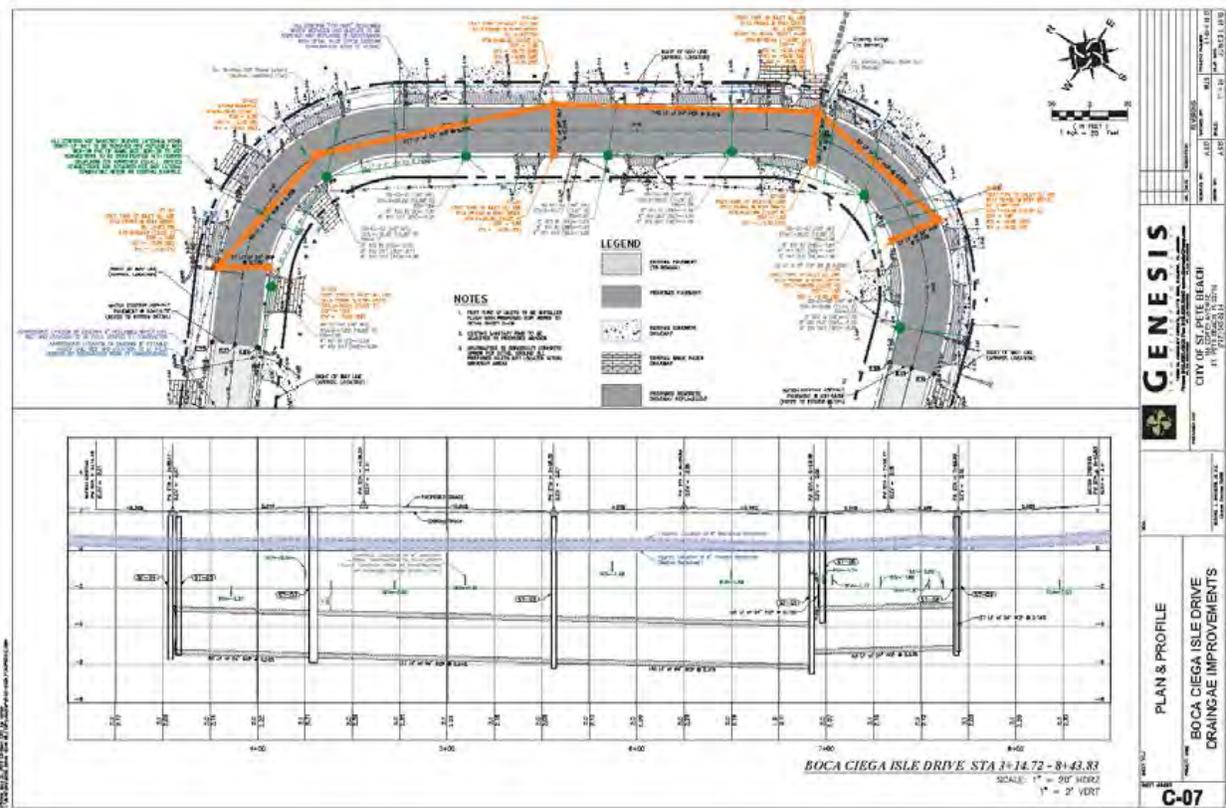
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

During wet weather events, stormwater ponded along the curb lines and into the street of the northeast end of Boca Ciega Isle Drive. This was due to low areas along the street and curb lines. The ponding within the low spots of the curbs did not provide for positive drainage to curb inlets that discharged to an existing outfall which had the stormwater remaining well after rain events.

The scope of services included development of engineering plans and contract documents for drainage improvements within the project area. The ICPR modeling software was used to develop a model of the existing piping network and used for final proposed pipe/inlet sizing and regrade

of the street. The design included approximately 540 LF of 24" RCP, 8 new curb inlets, 1,050 LF concrete curb and gutter, 1,900 SY of street/driveway/sidewalk reconstruction, removal/replacement of sewer laterals, and removal/replacement of reclaimed water service lines. The opinion of probable construction cost (OPCC) was approximately \$500,100. An Environmental Resources Permit Exemption was also obtained for the project from the Southwest Florida Water Management District (SWFWMD). The project was completed on schedule and within budget.

Cost: \$500,000 (design)



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|--|--|---------------------------|
| <p>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</p> | | |
| <p>a. (1) FIRM NAME Half Associates, Inc.</p> | <p>(2) FIRM LOCATION (City and State) Tampa, Florida</p> | <p>(3) ROLE Prime</p> |

**BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES**

| | |
|---|---|
| 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 E for each key person.) | 20. EXAMPLE PROJECT KEY NUMBER 8 |
|---|---|

| | | |
|---|-------------------------------|--------------------------------------|
| 21. TITLE AND LOCATION (City and State) St. Pete Beach - City Hall Landscape St. Pete Beach, Florida | 22. YEAR COMPLETED | |
| | PROFESSIONAL SERVICES 2018 | CONSTRUCTION (if applicable) 2018 |

| 23. PROJECT OWNER'S INFORMATION | | |
|---|---|---|
| a. PROJECT OWNER City of St. Pete Beach | b. POINT OF CONTACT NAME Mark Clark | c. POINT OF TELEPHONE NUMBER (727) 363-9243 |

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Halfff has been working with the City of St. Pete Beach on the beautification of its public properties through enhanced landscape design and maintenance guidelines. Halfff is currently finalizing landscape design documents to renovate the existing landscape at City Hall. The new landscaping will take advantage of existing site amenities such as mature trees and wetland plantings while removing overgrown or improperly maintained plant materials. Halfff landscape architects and designers selected plant material that would provide seasonal and year-round interest creating focal points at key locations around the site such as main entrances, flag poles, existing signage, and monuments throughout the site. Hedging and additional tree canopy was provided to aid human comforts such as screening, noise mitigation, and shade for outdoor seating areas. Cost efficiency was considered by using existing or similar bed lines to reduce extensive irrigation modifications. Inorganic mulch and brick pavers were selected to reduce long term maintenance costs.

Cost: \$45,885
Size: 0.34 acres



| 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | |
|---|---|--------------------------|
| a. (1) FIRM NAME Halfff Associates, Inc. | (2) FIRM LOCATION (City and State) Tampa, Florida | (3) ROLE Prime |



| | | | | | |
|---|--|---|--|-------------------------------|--------------------------------------|
| <p>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 E for each key person.)</p> | | <p>20. EXAMPLE PROJECT KEY NUMBER 9</p> | | | |
| <p>21. TITLE AND LOCATION (City and State) Downtown Landscape Improvements New Port Richey, Florida</p> | | <p>22. YEAR COMPLETED</p> <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2018</td> <td>CONSTRUCTION (if applicable) 2018</td> </tr> </table> | | PROFESSIONAL SERVICES 2018 | CONSTRUCTION (if applicable) 2018 |
| PROFESSIONAL SERVICES 2018 | CONSTRUCTION (if applicable) 2018 | | | | |
| <p>23. PROJECT OWNER'S INFORMATION</p> | | | | | |
| <p>a. PROJECT OWNER City of New Port Richey</p> | | <p>b. POINT OF CONTACT NAME Robert Rivera</p> | <p>c. POINT OF TELEPHONE NUMBER (727) 841-4536</p> | | |
| <p>24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)</p> <p>Half is providing services to enhance existing landscaping in selected roadway medians and roadside areas located within the rights-of-way of Main Street; US 19 to Congress Street; Grand Boulevard; Delaware Avenue to Main Street; and parking lot frontage improvements. This assignment is to provide design services and construction document preparation for landscape plans depicting relocation of downtown street trees along Main Street and Grand Avenue, and replacement with appropriate species.</p> <p>Cost: \$300,000</p> | | | | | |
|  | | | | | |
| <p>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</p> | | | | | |
| <p>a.</p> | <p>(1) FIRM NAME Half Associates, Inc.</p> | <p>(2) FIRM LOCATION (City and State) Tampa, Florida</p> | <p>(3) ROLE Prime</p> | | |



| | | | | | |
|--|---|--|---|--------------------------------------|--|
| <p>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 E for each key person.)</p> | | <p>20. EXAMPLE PROJECT KEY NUMBER 10</p> | | | |
| <p>21. TITLE AND LOCATION (City and State) New Port Richey Street Program New Port Richey, Florida</p> | | <p>22. YEAR COMPLETED</p> <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2015</td> <td>CONSTRUCTION (if applicable) Ongoing</td> </tr> </table> | | PROFESSIONAL SERVICES 2015 | CONSTRUCTION (if applicable) Ongoing |
| PROFESSIONAL SERVICES 2015 | CONSTRUCTION (if applicable) Ongoing | | | | |
| <p>23. PROJECT OWNER'S INFORMATION</p> | | | | | |
| <p>a. PROJECT OWNER City of New Port Richey</p> | | <p>b. POINT OF CONTACT NAME Robert Rivera</p> | <p>c. POINT OF TELEPHONE NUMBER (727) 841-4536</p> | | |
| <p>24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)</p> <p>After assisting the City to develop the annual non-advorem street assessment, Halff has prepared multiple years of street improvement plans. The street improvement program is designed to complete a maintenance cycle of all of the City's roads within a 20-year period. The roadways have been ranked by need and each year the lowest ranked roads are included in that year's project. The plans are prepared using aerial photographs, GIS data, limited topographic survey, and field observations. This data is combined to determine the limits of patching, base replacements, and milling. Valley gutter and drainage flumes are installed in limited circumstances to address pavement failure caused by historic flooding. This hybrid plan preparation process allows Halff to provide cost-effective construction plans that correct minor damage problems without the high cost of right-of-way acquisition, full survey, or unnecessary studies.</p> <p>Cost: \$150,000/year</p> | | | | | |
| | | | | | |
| <p>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</p> | | | | | |
| <p>a. (1) FIRM NAME Halff Associates, Inc.</p> | <p>(2) FIRM LOCATION (City and State) Tampa, Florida</p> | | <p>(3) ROLE Prime</p> | | |



H. ADDITIONAL INFORMATION

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



Geographic Location

The Halff Tampa branch will fully execute this contract. Dedicated staff will always be available by phone and email. Dedicated office space for all the team members will be maintained in our Downtown Tampa office for the duration of the project.

Additional Halff offices are located in Tallahassee, Jacksonville, Miramar Beach, Chipley, and Clearwater. Halff is supported by more than 900 employees in 22 offices, nationally.



Current & Projected Workload

The Halff team is fully prepared to undertake this assignment. Our key professional and technical staff has the available time to fully commit to any project identified by the CDD.

We believe that the key to business success lies in remaining responsive to our client’s frequently changing project requirements while balancing levels of work for our personnel and maintaining a reasonable backlog of future work. Due to the changing nature of staffing and work assignments, Halff uses forecasting software to track and balance staffing with current and projected workload. Doing so is key to maintaining the highest quality product for our clients.

Minority Business Enterprise

Halff is not a certified minority business, but has a long history of teaming with minority business firms. We work with our clients to support their minority business programs and maintain strong relationships with a large number of minority business firms that compliment our services.

Ability to Meet Time & Budget Requirements

Halff is committed to meet the schedule and budget requirements established by the Berry Bay CDD. Having worked with numerous public and private clients during our many years in practice, Halff is acutely aware of the importance of completing assignments within budget constraints. We have developed specific steps to maintain control of project budgets from initiation through completion. Halff will work closely with the CDD to develop a clear and detailed scope of work. We utilize a web-based



H. ADDITIONAL INFORMATION

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

program to track all charges on projects. This data is updated weekly, thus allowing current budget reports/details to be monitored by the project manager and provided to the CDD at any time. For construction and cost estimates, we maintain local relationships with contractors to ensure current cost data.



ON TIME ON BUDGET

Project Understanding

The Halff team has a long history of working with federal, state, county, municipal, and private developer clients. From our past project experiences, Halff has gained an understanding of the needs, desires, and challenges of CDDs.

We understand this contract includes a variety of services. Listed below are some of the project areas that we focus on when working with CDDs.

Knowledge of Community Development Districts

Halff has developed master plans, infrastructure improvement plans, cost estimates, district reports, engineering designs, and specifications for CDDs throughout Florida. We understand the constraints and requirements associated with CDDs.

Stormwater Management

A fundamental aspect of each community is stormwater management. Halff has been fortunate to work on the cutting edge of stormwater management technology including LID and community retrofit.

Water & Sewer Utilities

Halff has extensive experience in design of water and sewer utility infrastructure improvements. This includes the design, construction, and rehabilitation of pump stations.

Roadway Design

Whether for new development or City/County infrastructure, Halff has successfully designed roadway infrastructure for projects ranging from small subdivisions to multi-lane highways. Our experience and dedication to the project will provide the experience needed.

Landscape & Irrigation

Nothing engages a community more than vibrant, healthy landscaping, active and functional parks, and amenities. Our landscape professionals routinely create open spaces that enhance the value of the community.

Construction Engineering & Inspection

As with all continuing service projects, this project will require close coordination with the CDD. Coordination will be essential to keep the District notified on the progress of the project and to assure construction is carried out according to the design and specifications and within contract price.

Environmental

Florida has unique regulations that often require an environmental scientist. Halff has the environmental expertise to provide guidance and solutions to these unique concerns.



H. ADDITIONAL INFORMATION

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

Project Approach

The Halff Team is confident our approach, relevant experience, team qualifications, and (most importantly) our understanding of project expectations will demonstrate our interest, commitment, and ability to exceed your CDD's needs.

Our approach and qualifications center on the following key points:

Listening - We understand the scope of services outlined in this contract. The Halff team has extensive experience with these services and will prioritize specific elements to discuss opportunities, constraints, and any conflicts identified by the client or Halff team. The Halff team is fully committed to listening to CDD staff and to the community throughout this planning and design process.

Responsiveness - The Halff team is committed to working with Berry Bay CDD. Our staff will provide solutions to concerns/challenges and answers to questions that may occur throughout the planning and design process. We are dedicated to a collaborative, coordinated approach throughout the project process to avoid minor questions today turning into major pitfalls tomorrow.

By placing emphasis on open and continuous dialogue with collaborative discussion sessions, we will quickly test ideas, solicit feedback, and develop concepts that ensure the design meets Berry Bay CDD's expectations for quality within the established budget.

Staff & Schedule - We understand the importance of schedules and have significant support staff available to work on this project. We have worked with communities to expedite the planning and design to meet scheduling and budget needs without sacrificing quality. Our team members are specialists at identifying critical path elements through the design process and limits of the project time-frames to preserve the final project schedule.

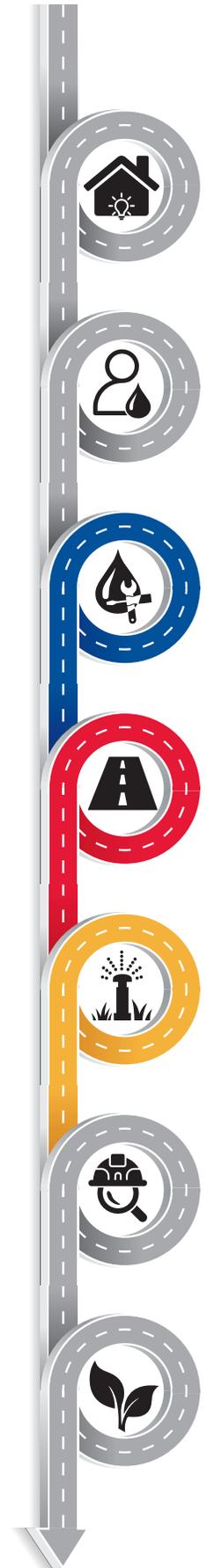
Use of Graphics to Communicate Design Concepts - We will create high-quality graphic plans and illustrations to communicate the "vision" and the intent for Berry Bay CDD. In this way, we can explore options, communicate ideas and alternatives quickly, and get a "real" idea as to what the community will look like when in full operation.

Project Management Approach

Halff's record of successful projects range from more than 30 years of working with federal, state, county, municipal, and private developer clients. We maintain a consistent workload and are conscious of the time we commit to serving our clients. We pride ourselves on maintaining a balance of projects that does not detract from our ability to provide our best work for our clients.

Project management is one of the key qualifications we offer to Berry Bay CDD. We pride ourselves on meeting project deadlines and can often expedite our efforts based on our client's needs, which we believe says great things about our internal processes and the quality of project managers we develop within our firm. Upon selection for a project, Halff will prepare a detailed preliminary schedule for review with the Berry Bay CDD based on the project-specific scope and the critical milestone dates as determined by the CDD. District Engineer, *Kyle L. Thornton*, will evaluate and update the project schedule weekly to illustrate forecasted versus actual progress. The schedule will be reviewed as part of internal meetings and be used to more clearly communicate progress and anticipated actions of all parties.

Kyle L. Thornton will stay in constant contact with the CDD and provide monthly progress reports, which will incorporate the monthly invoice and documentation from the weekly internal meetings and updated schedule. The monthly report will describe progress-to-date and outline the forecasted services for the upcoming month.



H. ADDITIONAL INFORMATION

Quality Control Procedures

Halff has developed and implements a Quality Assurance/Quality Control Program resulting from years of experience gained working on numerous planning and design projects. Throughout a project's duration, we will conduct quality reviews and propose actions for resolution of project issues. Communication throughout each project will be the key to implementing quality control procedures.

History of Cost Controls & Construction Budgets

Our systematic approach to developing an opinion of probable construction cost (OPCC) is a fundamental benefit to Berry Bay CDD. We routinely develop OPCCs that approach the median of bids received on planning and design projects that review the area of developable land, building architecture, quality of life improvements, public infrastructure, and streets and roadways. Our structured approach and intensive QA/QC process ensures our estimated quantities and bid items are accurate, concise, and verifiable. Our ability to track cost changes occurring in the architectural and engineering industry is focused, with a clear understanding of the global impacts and changes occurring in the marketplace at any given time. We understand our OPCCs are of great value to Berry Bay CDD in meeting its budget constraints.

Our Promise

Our team will provide you with a quality product for the projects you assign. Halff has unique experience and approaches that result in our clients thinking of us as an extension of their staff. The bottom line is Halff provides designs for your needs, you are kept seamlessly updated as each project progresses, and Halff is persistent in completing the work on time and within budget.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

04/30/2020

33. NAME AND TITLE

Kyle L. Thornton, PE, Vice President



BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES

| ARCHITECT - ENGINEER QUALIFICATIONS PART II - GENERAL QUALIFICATIONS | | | | 1. Solicitation Number (If any): | | |
|--|--------------------------|--|-----------------------------|--|--|-------------------------------------|
| <i>(If a firm has branch offices, complete for each specific branch office seeking work)</i> | | | | | | |
| 2a. FIRM (OR BRANCH NAME) Halff Associates, Inc. | | 3. YEAR ESTABLISHED 1950 | | 4. UNIQUE ENTITY IDENTIFIER 75-1308699 (FEID) | | |
| 2b. STREET 1000 North Ashley Drive, Suite 900 | | 5. OWNERSHIP | | | | |
| 2c. CITY Tampa | 2d. STATE FL | 2e. ZIP 33602 | 5a. TYPE Corporation | | | |
| 6a. POINT OF CONTACT NAME AND TITLE Kyle L. Thornton, PE Vice President | | | 5b. SMALL BUSINESS STATUS | | | |
| 6b. TELEPHONE NUMBER 813-620-4500 | | 6c. EMAIL ADDRESS kthornton@Halff.com | | 7. NAME OF FIRM (If a block 2a is a branch office) Halff Associates, Inc. | | |
| 8a. FORMER FIRM NAME(S) (If any) Genesis Halff, Inc. | | | 8b. YR. ESTABLISHED 2019 | | 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 | 119 | 5 | H11 | Housing (Residential, Multi-Family) | 6 |
| 06 | Architect | 15 | | L03 | Landscape Architecture | 6 |
| 08 | CADD Technician | 55 | 5 | Z01 | Zoning; Land Use Studies | 5 |
| 10 | Chemical Engineer | 8 | | P06 | Planning (Site, Installation & Project) | 4 |
| 12 | Civil Engineer | 179 | 12 | C10 | Commercial Building (Low Rise); Shopping Centers | 4 |
| 14 | Computer Programmer | 29 | 1 | H07 | Highways; Streets; Airfield Paving; Parking | 4 |
| 15 | Construction Inspector | 35 | | S13 | Stormwater Handling & Facilities | 4 |
| 16 | Construction Manager | 12 | 1 | H10 | Hotels; Motels | 4 |
| 21 | Electrical Engineer | 12 | | C15 | Construction Management | 3 |
| 24 | Enviro. Specialist | 22 | 2 | P05 | Planning (Community, Regional) | 3 |
| 29 | GIS Specialist | 34 | 2 | W03 | Water Supply; Treatment & Distribution | 3 |
| 30 | Geologist | 9 | | R04 | Recreation Facilities (Parks, Marinas, etc.) | 3 |
| 38 | Land Surveyor | 104 | | W01 | Warehouses & Depots | 2 |
| 39 | Landscape Architect | 44 | 4 | H09 | Hospital & Medical Facilities | 2 |
| 42 | Mechanical Engineer | 22 | | E21 | Eminent Domain | 2 |
| 47 | Planner Urban/Reg. | 21 | 4 | E02 | Educational Facilities; Classrooms | 2 |
| 57 | Structural Engineer | 11 | | T03 | Traffic & Transportation Engineering | 2 |
| 58 | Technician/Analyst | 56 | | I01 | Industrial Buildings; Manufacturing | 2 |
| 60 | Transportation Engineer | 92 | | O01 | Office Buildings; Industrial Parks | 2 |
| 62 | Water Resources Engineer | 79 | | S12 | Swimming Pools | 2 |
| | | | | G01 | Garages; Vehicle Maintenance Facilities | 1 |
| | Total | 958 | 36 | D20 | Development of Regional Impact | 1 |
| 11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUE OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right) | | PROFESSIONAL SERVICES REVENUE INDEX NUMBER | | | | |
| a. Federal Work | 1 | 1. Less Than \$100,000 | | 6. \$2 million to less than \$5 million | | |
| b. Non-Federal Work | 8 | 2. \$100,000 to less than \$250,000 | | 7. \$5 million to less than \$10 million | | |
| c. Total Work | 8 | 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 4/30/2020 | |
| TITLE AND Kyle L. Thornton, PE, Vice President | | | | | | |



REFERENCES

COMPANY NAME: RIZZETTA & COMPANY

Address: 9428 Camden Field Parkway • Riverview, FL 33578
Phone Number: (813) 533-2950 x1958
Name of Contact: Justin Croom
Email Address: jcroom@rizzetta.com
Services Provided: Halff provides master planning, design, permitting, construction services and also serves as the District Engineer for Reserve at Pradera Community Development District.

COMPANY NAME: GREENPOINTE COMMUNITIES, LLC

Address: 7807 Baymeadows Rd E, #205 • Jacksonville, FL 32256
Phone Number: (813) 453-9897
Name of Contact: Rick Harcrow
Email Address: rharcrow@greenpointellc.com
Services Provided: Halff provides master planning, design, permitting, construction services on the 1,050 acre, 2,000+ unit mixed-use project. Halff also serves as the District Engineer for Triple Creek Community Development District.

COMPANY NAME: SCAROLA ASSOCIATES

Address: 6505 Surfside Blvd • Apollo Beach, FL 33572
Phone Number: (813) 641-3909
Name of Contact: Jamie Scarola
Email Address: js@scarola.com
Services Provided: Halff provided land development services for 2750 residential units, 60,000SF of office space, 125,000SF for commercial/retail and 770,000SF for industrial use. Halff also supplied site engineering services, landscape architectural services, construction document preparation and construction observation for Magnolia Park CDD.

