#### **Berry Bay Community Development District**

**Board of Supervisors** 

Nicholas Dister, Chairman Carlos de la Ossa, Vice Chairperson Chloe Firebaugh, Assistant Secretary Kelly Evans, Assistant Secretary Ryan Motko, Assistant Secretary

Angie Grunwald, District Manager John Vericker, District Counsel Tonja Stewart, District Engineer Gary Schwartz, Field Manager

#### **Public Hearings & Regular Meeting Agenda**

Thursday, August 03, 2023, at 1:00 p.m

The Public Hearings & Regular Meetings of the Berry Bay Community Development District will be held on August 03, 2023, at 1:00 p.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607. Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

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

Meeting ID: 870 6131 3619

Passcode: 315865 Zoom Link: https://us06web.zoom.us/j/87061313619?pwd=eTc3Z3llUmtDUkdvZ0V1ZjhodE4rZz09

#### PUBLIC HEARINGS AND REGULAR MEETINGS OF THE BOARD OF SUPERVISORS

- **1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENTS ON AGENDA ITEMS
- 3. RECESS TO PUBLIC HEARINGS

#### 4. PUBLIC HEARING ON ADOPTING FISCAL YEAR 2024 FINAL BUDGET

- A. Open Public Hearing on Adopting Fiscal Year 2024 Final Budget
- **B.** Staff Presentations
- C. Public Comments
- D. Consideration of Resolution 2023-09; Adopting Final Fiscal Year 2024 Budget ......Tab 01
- E. Close Public Hearing on Adopting Fiscal Year 2024 Final Budget

#### 5. PUBLIC HEARING ON LEVYING O&M ASSESSMENTS

- A. Open Public Hearing on Levying O&M Assessments
- **B.** Staff Presentations
- C. Public Comment

D. Consideration of Resolution 2023-10; Levying O&M Asse	essmentsTab 02
E. Consideration of Developer Funding Agreement for FY 20	024Tab 03

F. Close Public Hearing on Levying O&M Assessments

#### 6. RETURN TO REGULAR MEETING

#### 7. BUSINESS ITEMS

A. Consideration of Resolution 2023-11; Setting Public Hearing for Amenity-Recreationa	.1
Rules and Policies	Tab 04
B. Consideration of Resolution 2023-12; Setting Fiscal Year 2024 Meeting Schedule	Tab 05
C. General Matters of the District	
8. CONSENT AGENDA	
A. Consideration of Board of Supervisor's Meeting Minutes of the Regular Meeting	
June 01, 2023,	Tab 06

#### 9. STAFF REPORTS

- A. District Counsel
  - **B.** District Engineer

C. District Manager	09
i. Community Inspection Reports	

#### **10. ADJOURNMENT**

#### **RESOLUTION 2023-09**

#### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted, prior to June 15<sup>th</sup>, to the Board of Supervisors ("Board") of the Berry Bay Community Development District ("District") a proposed budget for the next ensuing budget year ("Proposed Budget"), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

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

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

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

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

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

#### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

#### Section 1. Budget

- **a.** That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's records office, and hereby approves certain amendments thereto, as shown below.
- **b.** That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2022-2023 and/or revised projections for fiscal year 2023-2024.
- **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 October 1, 2023, and Ending September 30, 2024."

- **d.** The final adopted budget shall be posted by the District Manager on the District's website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.
- Section 2. Appropriations. There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2023, and ending September 30, 2024, the sum of \$2,475,669.80 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 All Funds*	<u>2,475,669.80</u>
Total Debt Service Funds	1,425,350.00
Total General Fund	\$1,050,319.80

\*Not inclusive of any collection costs or early payment discounts.

- Section 3. Budget Amendments. Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:
  - **a.** The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
  - **b.** The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
  - **c.** Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

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

Section 4. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 3, 2023.

Attested By:

Berry Bay Community Development District

Print Name:\_\_\_\_\_ Secretary/Assistant Secretary Print Name:\_\_\_\_\_ Chair/Vice Chair of the Board of Supervisors

Exhibit A: FY 2023-2024 Adopted Budget

## BERRRY BAY COmmunity development district

## Fiscal Year 2024 proposed annual operating budget



August 3, 2023

## BERRRY BAY COmmunity development district

## Fiscal Year 2024 proposed annual operating budget

### TABLE OF CONTENTS

<b>SECTION</b>	<b>DESCRIPTION PAGE</b>
I.	BUDGET INTRODUCTION1
II.	FISCAL YEAR 2023 BUDGET ANALYSIS 2
III.	PROPOSED ANNUAL OPERATING BUDGET
IV.	GENERAL FUND 001 DESCRIPTIONS 4
V.	DEBT SERVICE SCHEDULE
VI.	SCHEDULE OF ANNUAL ASSESSMENTS7

### August 3, 2023



### **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 2024, which begins on October 1, 2023. 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>	<b>Fund Name</b>	Services Provided				
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				
201	Debt Service Fund	Collection of Special Assessments for Debt Service on the Series 2023 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.

# BERRRY BAY

	Fiscal Year 2023 Final Operating Budget	Current Period Actuals 10/1/22 - 2/28/23	Projected Revenues & Expenditures 3/1/23 to 9/30/23	Total Actuals and Projections Through 9/30/23	Over/(Under) Budget Through 9/30/23
REVENUES					
SPECIAL ASSESSMENTS - SERVICE CHARGES					
Operations & Maintenance Assmts - On Roll	786,949.00	457,580.00	0.00	457,580.00	(329,369.00)
Special Assmnts- CDD Collected	0.00	27,648.00	134,746.31	162,394.31	
TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES	\$786,949.00	\$485,228.00	\$134,746.31	\$619,974.31	(\$329,369.00)
CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES					
Developer Contributions	0.00	2,232.00	0.00	2,232.00	2,232.00
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOU	\$0.00	\$2,232.00	\$0.00	\$2,232.00	\$2,232.00
TOTAL REVENUES	\$786,949.00	\$487,460.00	\$134,746.31	\$622,206.31	(\$327,137.00)
EXPENDITURES					
LEGISLATIVE					
Supervisor Fees	12,000.00	2,600.00	9,400.00	12,000.00	0.00
TOTAL LEGISLATIVE	\$12,000.00	\$2,600.00	\$9,400.00	\$12,000.00	\$0.00
FINANCIAL & ADMINISTRATIVE					
District Management	36,000.00	23,000.00	20,000.00	43,000.00	7,000.00
District Engineer	7,500.00	3,388.00	0.00	3,388.00	(4,112.00)
Disclosure Report	4,200.00	2,100.00	0.00	2,100.00	(2,100.00)
Trustees Fees	4,100.00	0.00	4,100.00	4,100.00	0.00
Accounting Services	4,500.00	3,250.00	1,250.00	4,500.00	0.00
Auditing Services	4,900.00	0.00	4,800.00	4,800.00	(100.00)
Postage, Phone, Faxes, Copies	250.00	172.00	0.00	172.00	(78.00)
Public Officials Insurance	2,329.00	2,504.00	0.00	2,504.00	175.00
Legal Advertising	2,500.00	1,209.00	1,291.00	2,500.00	0.00
Bank Fees	250.00	15.00	0.00	15.00	(235.00)
Dues, Licenses & Fees	175.00	175.00	0.00	175.00	0.00
Miscellaneous Expenses	200.00	0.00	100.00	100.00	(100.00)
Office Supplies	200.00	0.00	100.00	100.00	(100.00)
Website Administration	1,500.00	750.00	750.00	1,500.00	0.00
ADA Website Compliance	2,000.00	0.00	2,000.00	2,000.00	0.00
TOTAL FINANCIAL & ADMINISTRATIVE	\$70,604.00	\$36,563.00	\$34,391.00	\$70,954.00	\$350.00
LEGAL COUNSEL					
District Counsel	10,000.00	6,892.00	3,108.00	10,000.00	0.00
TOTAL LEGAL COUNSEL	\$10,000.00	\$6,892.00	\$3,108.00	\$10,000.00	\$0.00

### $FISCAL\,YEAR\,\,2023\,BUDGET\,ANALYSIS$

## BERRRY BAY COmmunity development district

65,000.00	1,338.00	162.00	1,500.00	(63,500.00)
150,000.00	56,060.00	93,940.00	150,000.00	0.00
\$215,000.00	\$57,398.00	\$94,102.00	\$151,500.00	(\$63,500.00)
30,000.00	3,059.00	1,941.00	5,000.00	(25,000.00)
94,345.00	72,202.00	22,143.00	94,345.00	0.00
10,000.00	0.00	2,500.00	2,500.00	(7,500.00)
25,000.00	12,130.00	12,870.00	25,000.00	0.00
295,000.00	0.00	0.00	0.00	(295,000.00)
25,000.00	0.00	0.00	0.00	(25,000.00)
\$479,345.00	\$87,391.00	\$39,454.00	\$126,845.00	(\$352,500.00)
\$786,949.00	\$190,844.00	\$180,455.00	\$371,299.00	(\$415,650.00)
\$0.00	\$296,616.00	(\$45,708.69)	\$250,907.31	\$88,513.00
	150,000.00 \$215,000.00 30,000.00 94,345.00 10,000.00 25,000.00 25,000.00 \$479,345.00 \$786,949.00	150,000.00         56,060.00           \$215,000.00         \$57,398.00           30,000.00         3,059.00           94,345.00         72,202.00           10,000.00         0.00           25,000.00         12,130.00           295,000.00         0.00           25,000.00         0.00           \$87,391.00         \$87,391.00           \$786,949.00         \$190,844.00	150,000.00         56,060.00         93,940.00           \$215,000.00         \$57,398.00         \$94,102.00           30,000.00         3,059.00         1,941.00           94,345.00         72,202.00         22,143.00           10,000.00         0.00         2,500.00           25,000.00         12,130.00         12,870.00           295,000.00         0.00         0.00           \$25,000.00         0.00         \$39,454.00           \$786,949.00         \$190,844.00         \$180,455.00	150,000.00         56,060.00         93,940.00         150,000.00           \$215,000.00         \$57,398.00         \$94,102.00         \$151,500.00           30,000.00         3,059.00         1,941.00         5,000.00           94,345.00         72,202.00         22,143.00         94,345.00           10,000.00         0.00         2,500.00         2,500.00           25,000.00         12,130.00         12,870.00         25,000.00           295,000.00         0.00         0.00         0.00           25,000.00         0.00         0.00         0.00           \$25,000.00         0.00         0.00         \$12,870.00           \$25,000.00         0.00         \$0.00         \$12,870.00           \$25,000.00         0.00         \$12,870.00         \$12,6,845.00           \$479,345.00         \$87,391.00         \$39,454.00         \$126,845.00           \$786,949.00         \$190,844.00         \$180,455.00         \$371,299.00

\*\*\* EXCLUDES 2% HILLSBOROUGH COUNTY COLLECTION COST

\*\*\* EXCLUDES 4% EARLY PAYMENT DISCOUNT

 $FISCAL\,YEAR\,\,2023\,BUDGET\,Analysis$ 

	Fiscal Year 2023 Final Operating Budget	Current Period Actuals 10/1/22 - 2/28/23	Projected Revenues & Expenditures 3/1/23 to 9/30/23	Total Actuals and Projections Through 9/30/23	Over/(Under) Budget Through 9/30/23	Fiscal Year 2024 Proposed Operating Budget	Increase / (Decrease) from FY 2023 to FY 2024
REVENUES SPECIAL ASSESSMENTS							
Operations & Maintenance Assmts - On Roll	786,949.00	457,580.00	0.00	457,580.00	(329,369.00)	742,969.19	(43,979.81)
Special Assmnts- CDD Collected	0.00	27.648.00	134,746.31	162,394.31	162,394.31	307,350.61	307,350.61
TOTAL SPECIAL ASSESSMENTS	\$786.949.00	\$485,228.00	\$134.746.31	\$619.974.31	(\$166.974.69)	\$1.050.319.80	\$263,370.80
CONTRIBUTIONS & DONATIONS FROM PRIVATE SC		\$ 100 ja 2010 0	çic içi ider	001)p/ 1101	(\$2000) ( 1000)	\$1,000,0191000	<b>\$20010</b> 1 0100
Developer Contributions	0.00	2,232.00	0.00	2,232.00	2,232.00	0.00	0.00
<b>TOTAL CONTRIBUTIONS &amp; DONATIONS FROM P</b>	\$0.00	\$2,232.00	\$0.00	\$2,232.00	\$2,232.00	\$0.00	\$0.00
TOTAL REVENUES	\$786,949.00	\$487,460.00	\$134,746.31	\$622,206.31	(\$164,742.69)	\$1,050,319.80	\$263,370.80
EXPENDITURES LEGISLATIVE							
Supervisor Fees	12,000.00	2,600.00	9,400.00	12,000.00	0.00	12,000.00	0.00
TOTAL LEGISLATIVE	\$12,000.00	\$2,600.00	\$9,400.00	\$12,000.00	\$0.00	\$12,000.00	\$0.00
FINANCIAL & ADMINISTRATIVE							
District Management	36,000.00	23,000.00	20,000.00	43,000.00	7,000.00	36,000.00	0.00
District Engineer	7,500.00	3,388.00	0.00	3,388.00	(4,112.00)	4,500.00	(3,000.00)
Disclosure Report	4,200.00	2,100.00	0.00	2,100.00	(2,100.00)	4,200.00	0.00
Trustees Fees	4,100.00	0.00	4,100.00	4,100.00	0.00	4,100.00	0.00
Accounting Services	4,500.00	3,250.00	1,250.00	4,500.00	0.00	12,000.00	7,500.00
Auditing Services	4,900.00	0.00	4,800.00	4,800.00	(100.00)	4,900.00	0.00
Postage, Phone, Faxes, Copies	250.00	172.00	0.00	172.00	(78.00)	250.00	0.00
Mailings	0.00	0.00	0.00	0.00	0.00	2,500.00	2,500.00
Legal Advertising	2,500.00	1,209.00	1,291.00	2,500.00	0.00	2,500.00	0.00
Bank Fees	250.00	15.00	0.00	15.00	(235.00)	250.00	0.00
Dues, Licenses & Fees	175.00	175.00	0.00	175.00	0.00	175.00	0.00
Miscellaneous Expenses	200.00	0.00	100.00	100.00	(100.00)	0.00	(200.00)
Onsite Office Supplies	200.00	0.00	100.00	100.00	(100.00)	200.00	0.00
Website Administration	1,500.00	750.00	750.00	1,500.00	0.00	1,500.00	0.00
ADA Website Compliance	2,000.00	0.00	2,000.00	2,000.00	0.00	1,500.00	(500.00)
TOTAL FINANCIAL & ADMINISTRATIVE	\$68,275.00	\$34,059.00	\$34,391.00	\$68,450.00	\$175.00	\$74,575.00	\$6,300.00
LEGAL COUNSEL							
District Counsel	10,000.00	6,892.00	3,108.00	10,000.00	0.00	10,000.00	0.00
TOTAL LEGAL COUNSEL	\$10,000.00	\$6,892.00	\$3,108.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00
INSURANCE							
General Liability	0.00	0.00	0.00	0.00	0.00	3,670.80	3,670.80
Public Officials Insurance	2,329.00	2,504.00	0.00	2,504.00	175.00	3,004.80	675.80
Property & Casualty Insurance	30,000.00	3,059.00	1,941.00	5,000.00	(25,000.00)	36,864.00	6,864.00
Deductible	0.00	0.00	0.00	0.00	0.00	2,500.00	2,500.00
TOTAL LEGAL COUNSEL	\$32,329.00	\$5,563.00	\$1,941.00	\$7,504.00	(\$24,825.00)	\$46,039.60	\$13,710.60
ELECTRIC UTILITY SERVICES							
Electric Utility Services	65,000.00	1,338.00	162.00	1,500.00	(63,500.00)	85,000.00	20,000.00
Street Lights	150,000.00	56,060.00	93,940.00	150,000.00	0.00	190,000.00	40,000.00
TOTAL ELECTRIC UTILITY SERVICES	\$215,000.00	\$57,398.00	\$94,102.00	\$151,500.00	(\$63,500.00)	\$275,000.00	\$60,000.00

-	Fiscal Year 2023 Final Operating Budget	Current Period Actuals 10/1/22 - 2/28/23	Projected Revenues & Expenditures 3/1/23 to 9/30/23	Total Actuals and Projections Through 9/30/23	Over/(Under) Budget Through 9/30/23	Fiscal Year 2024 Proposed Operating Budget	Increase / (Decrease) from FY 2023 to FY 2024
OTHER PHYSICAL ENVIRONMENT							
Field Management	0.00	0.00	0.00	0.00	0.00	12,000.00	12,000.00
Onsite Staff	0.00	0.00	0.00	0.00	0.00	35,000.00	35,000.00
Landscape Maintenance - Contract	295,000.00	0.00	0.00	0.00	(295,000.00)	329,653.20	34,653.20
Landscaping R&M	94,345.00	72,202.00	22,143.00	94,345.00	0.00	7,000.00	(87,345.00)
Landscaping Mulch	0.00	0.00	0.00	0.00	0.00	35,000.00	35,000.00
Landscaping Annuals	0.00	0.00	0.00	0.00	0.00	18,000.00	18,000.00
Landscaping - Plant Replacement Program	0.00	0.00	0.00	0.00	0.00	30,000.00	30,000.00
Janitoriol - Contract	10,000.00	0.00	2,500.00	2,500.00	(7,500.00)	14,952.00	4,952.00
Janitorial Supplies/Other	0.00	0.00	0.00	0.00	0.00	1,500.00	1,500.00
Garbage Collection	0.00	0.00	0.00	0.00	0.00	3,000.00	3,000.00
Amenity Pest Control	0.00	0.00	0.00	0.00	0.00	1,800.00	1,800.00
Aquatics Contract	0.00	0.00	0.00	0.00	0.00	26,000.00	26,000.00
Aquatics Plant Replacement	0.00	0.00	0.00	0.00	0.00	5,000.00	5,000.00
Waterway Management Program	25,000.00	12,130.00	12,870.00	25,000.00	0.00	2,500.00	(22,500.00)
Irrigation Maintenance	0.00	0.00	0.00	0.00	0.00	24,000.00	24,000.00
Amenity R&M	0.00	0.00	0.00	0.00	0.00	10,000.00	10,000.00
Amenity Camera R&M	0.00	0.00	0.00	0.00	0.00	2,000.00	2,000.00
Amenity Furniture	0.00	0.00	0.00	0.00	0.00	5,000.00	5,000.00
Special Events	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Access Control R&M	0.00	0.00	0.00	0.00	0.00	5,000.00	5,000.00
Access Control FOB Distribution	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debris Cleanup	0.00	0.00	0.00	0.00	0.00	9,000.00	9,000.00
Dog Waste Station Service and Supplies	0.00	0.00	0.00	0.00	0.00	2,400.00	2,400.00
Entrance Monuments, Gates, Wall repairs	0.00	0.00	0.00	0.00	0.00	2,500.00	2,500.00
Sidewalk, Pavement, Signage Repairs	0.00	0.00	0.00	0.00	0.00	2,000.00	2,000.00
Pool Maintenance - Contract	25,000.00	0.00	0.00	0.00	(25,000.00)	19,200.00	(5,800.00)
Pool Treatments & Other	0.00	0.00	0.00	0.00	0.00	3,000.00	3,000.00
Security	0.00	0.00	0.00	0.00	0.00	6,000.00	6,000.00
Wildlife Control	0.00	0.00	0.00	0.00	0.00	11,200.00	11,200.00
MISC	0.00	0.00	0.00	0.00	0.00	10,000.00	10,000.00
Holiday Decorations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER PHYSICAL ENVIRONMENT	\$449,345.00	\$84,332.00	\$37,513.00	\$121,845.00	(\$327,500.00)	\$632,705.20	\$296,234.80
TOTAL EXPENDITURES	\$786,949.00	\$190,844.00	\$180,455.00	\$371,299.00	(\$415,650.00)	\$1,050,319.80	\$376,245.40
EXCESS OF REVENUES OVER/(UNDER) EXPENDIT	\$0.00	\$296,616.00	(\$45,708.69)	\$250,907.31	\$250,907.31	\$0.00	(\$112,874.60)

\*\*\* EXCLUDES 2% HILLSBOROUGH COUNTY COLLECTION COST

\*\*\* EXCLUDES 4% EARLY PAYMENT DISCOUNT

#### **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.

#### **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 needs.

#### **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.

### **DEBT SERVICE FUND**

#### SERIES 2021

REVENUES		
CDD Debt Service Assessments	\$	991,775
TOTAL REVENUES	\$	991,775
EXPENDITURES		
Series 2021 May Bond Interest Payment	\$	313,316
Series 2021 May Bond Principal Payment	\$	370,000
Series 2021 November Bond Interest Payment	\$	308,459
TOTAL EXPENDITURES	\$	991,775
EXCESS OF REVENUES OVER EXPENDITURES	\$	-
ANALYSIS OF BONDS OUTSTANDING		
Bonds Outstanding - Period Ending 11/1/2023	\$	17,050,000
Principal Payment Applied Toward Series 2021 Bonds	\$	370,000
<b>Bonds Outstanding - Period Ending 11/1/2024</b>	<b>\$</b> :	16,680,000

### **DEBT SERVICE FUND**

#### SERIES 2023

REVENUES	
CDD Debt Service Assessments	\$ 443,575
TOTAL REVENUES	\$ 443,575
EXPENDITURES	
Series 2023 May Bond Interest Payment	\$ 177,828
Series 2023 May Bond Principal Payment	\$ 90,000
Series 2023 November Bond Interest Payment	\$ 175,747
TOTAL EXPENDITURES	\$ 443,575
EXCESS OF REVENUES OVER EXPENDITURES	\$ -
ANALYSIS OF BONDS OUTSTANDING	
Bonds Outstanding - Period Ending 11/1/2023	\$ 6,430,000
Principal Payment Applied Toward Series 2021 Bonds	\$ 90,000
<b>Bonds Outstanding - Period Ending 11/1/2024</b>	\$ 6,340,000

## BERRRY BAY COmmunity development district

(1)

## SCHEDULE OF ANNUAL ASSESSMENTS

Lot Size	EAU Value	Unit Count	Debt Service Per Unit	O&M Per Unit	FY 2023 Total Assessment	Debt Service Per Unit	O&M Per Unit	FY 2024 Total Assessment	Total Increase / (Decrease) in Annual Assmt
				ASSESSM	ENT AREA ON	E - SERIES 20	)21		
Single Family 40'	1.00	144	\$1,276.18	\$720.00	\$1,996.18	\$1,276.18	\$952.57	\$2,228.75	\$232.57
Single Family 50'	1.25	371	\$1,595.23	\$900.00	\$2,495.23	\$1,595.23	\$1,190.71	\$2,785.94	\$290.71
Single Family 60'	1.50	148	\$1,914.27	\$1,080.00	\$2,994.27	\$1,914.27	\$1,428.85	\$3,343.12	\$348.85
				ASSESSMI	ENT AREA TW	O - SERIES 20	023		
Single Family 40'	1.00	190	\$1,382.51	\$720.00	\$2,102.51	\$1,382.51	\$952.57	\$2,335.08	\$232.57
Single Family 50'	1.25	83	\$1,728.14	\$900.00	\$2,628.14	\$1,728.14	\$1,190.71	\$2,918.85	\$290.71
Single Family 60'	1.50	33	\$2,073.77	\$1,080.00	\$3,153.77	\$2,073.77	\$1,428.85	\$3,502.62	\$348.85
TOTAL		969							

#### Notations:

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

#### **RESOLUTION 2023-10**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY COMMUNITY DEVELOPMENT DISTRICT IMPOSING ANNUALLY RECURRING **OPERATIONS AND MAINTENANCE NON-AD VALOREM** SPECIAL **ASSESSMENTS; PROVIDING** FOR **COLLECTION AND ENFORCEMENT OF ALL DISTRICT** SPECIAL ASSESSMENTS; CERTIFYING AN **ASSESSMENT ROLL; PROVIDING FOR AMENDMENT** OF THE ASSESSMENT ROLL; PROVIDING FOR **CHALLENGES AND PROCEDURAL IRREGULARITIES:** APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT: **PROVIDING FOR SEVERABILITY: PROVIDING FOR AN EFFECTIVE DATE.** 

WHEREAS, the Berry Bay Community Development District ("District") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is located in Hillsborough County, Florida ("County");

WHEREAS, the Board of Supervisors of the District ("Board") hereby determines to undertake various activities described in the District's adopted budget for fiscal year 2023-2024 attached hereto as Exhibit A ("FY 2023-2024 Budget") and incorporated as a material part of this Resolution by this reference;

**WHEREAS,** the District must obtain sufficient funds to provide for the activities described in the FY 2023-2024 Budget;

**WHEREAS**, the provision of the activities described in the FY 2023-2024 Budget is a benefit to lands within the District;

WHEREAS, the District may impose non-ad valorem special assessments on benefited lands within the District pursuant to Chapter 190, Florida Statutes;

WHEREAS, such special assessments may be placed on the County tax roll and collected by the local Tax Collector ("Uniform Method") pursuant to Chapters 190 and 197, Florida Statutes;

**WHEREAS,** the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method;

WHEREAS, the District has approved an agreement with the County Property Appraiser ("**Property Appraiser**") and County Tax Collector ("**Tax Collector**") to provide for the collection of special assessments under the Uniform Method;

WHEREAS, it is in the best interests of the District to proceed with the imposition, levy, and collection of the annually recurring operations and maintenance non-ad valorem special assessments on all assessable lands in the amount contained for each parcel's portion of the FY 2023-2024 Budget ("O&M Assessments");

WHEREAS, the Board desires to collect the annual installment for the previously levied debt service non-ad valorem special assessments ("Debt Assessments") in the amounts shown in the FY 2023-2024 Budget;

WHEREAS, the District adopted an assessment roll as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference ("Assessment Roll");

WHEREAS, it is in the best interests of the District to certify a portion of the Assessment Roll on the parcels designated in the Assessment Roll to the Tax Collector pursuant to the Uniform Method and to directly collect a portion of the Assessment Roll on the parcels designated in the Assessment Roll through the direct collection method pursuant to Chapter 190, Florida Statutes;

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, including the property certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll, for such time as authorized by Florida law; and

WHEREAS, Berry Bay Development, LLC, a Florida limited liability company ("Developer"), as the developer of certain lands within the District, has agreed to fund (in addition to its portion of the O/M Assessments) up to \$1,050,319.80 of the FY 2023-2024 Budget as shown in the revenues line item of the FY 2023-2024 Budget pursuant to a budget funding agreement.

#### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

- Section 1. Benefit from Activities and O&M Assessments. The provision of the activities described in the FY 2023-2024 Budget confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the O&M Assessments allocated to such lands. The allocation of the expenses of the activities to the specially benefited lands is shown in the FY 2023-2024 Budget and in the Assessment Roll.
- Section 2. O&M Assessments Imposition. Pursuant to Chapter 190, Florida Statutes and procedures authorized by Florida law for the levy and collection of special assessments, the O&M Assessments are hereby imposed and levied on benefited lands within the District in accordance with the FY 2023-2024 Budget and Assessment Roll. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

#### Section 3. Collection and Enforcement of District Assessments.

a. Uniform Method for certain Debt Assessments and certain O&M Assessments. The collection of the Debt Assessments and O&M Assessments on certain lands designated for collection using the Uniform Method as described in the Assessment Roll, shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method. All assessments collected by the Tax Collector shall be due, payable, and enforced pursuant to Chapter 197, Florida Statutes.

#### b. Direct Bill for Certain Debt Assessments.

- i. The Debt Assessments on undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
- ii. Debt Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the following schedule:
  - 1. 50% due no later than December 1, 2023
  - 2. 25% due no later than February 1, 2024
  - 3. 25% due no later than May 1, 2024
- iii. In the event that a Debt Assessment payment is not made in accordance with the schedule stated above, the whole Debt Assessment – including any remaining partial or deferred payments for Fiscal Year 2023-2024 as well as any future installments of the Debt Assessment – shall immediately become due and payable. Such Debt Assessment shall accrue interest (at the applicable rate of any bonds or other debt instruments secured by the Debt Assessment), statutory penalties in the amount of 1% per month, and all costs of collection and enforcement. Such Debt Assessment shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement.
- iv. In the event a Debt Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein.

#### c. Direct Bill for Certain O&M Assessments.

- i. The O&M Assessments on certain lands (as designated for direct collection in the Assessment Roll) will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
- ii. O&M Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule:
  - 1. 50% due no later than December 1, 2023
  - 2. 25% due no later than February 1, 2024
  - 3. 25% due no later than April 1, 2024
- iii. In the event that an O&M Assessment payment is not made in accordance with the schedule stated above, the whole O&M Assessment may immediately become due and payable. Such O&M Assessment shall accrue statutory penalties in the amount of 1% per month and all costs of collection and enforcement. Such O&M Assessment shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected

pursuant to the Uniform Method on a future tax bill, which amount may include penalties and costs of collection and enforcement.

- d. **Future Collection Methods.** The decision to collect special assessments by any particular method e.g., on the tax roll or by direct bill does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
- Section 4. Certification of Assessment Roll. The Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.
- Section 5. Assessment Roll Amendment. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.
- Section 6. Assessment Challenges. The adoption of this Resolution shall be the final determination of all issues related to the O&M Assessments as it relates to property owners whose benefited property is subject to the O&M 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 O&M Assessments, and the levy, collection, and lien of the O&M 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 7. Procedural Irregularities. Any informality or irregularity in the proceedings in connection with the levy of the O&M Assessments shall not affect the validity of the same after the adoption of this Resolution, and any O&M Assessments as finally approved shall be competent and sufficient evidence that such O&M Assessment was duly levied, that the O&M Assessment was duly made and adopted, and that all other proceedings adequate to such O&M Assessment were duly had, taken, and performed as required.
- Section 8. Approving the Form of a Budget Funding Agreement with Developer. The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.
- Section 9. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
- Section 10. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

#### Passed and Adopted on August 3, 2023.

Attested By:

**Berry Bay Community Development District** 

Print Name:\_\_\_\_\_ Secretary/Assistant Secretary Print Name:\_\_\_\_\_ Chair/Vice Chair of the Board of Supervisors

Exhibit A: FY 2023-2024 Budget Exhibit B: Form of Budget Funding Agreement with Developer

#### FY 2023-2024 Operations and Maintenance Budget Funding Agreement (Berry Bay Community Development District)

This FY 2023-2024 Operations and Maintenance Budget Funding Agreement (this "Agreement") is made and entered into as of August 3, 2023, between the **Berry Bay Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the "District"), whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 and **Berry Bay Development**, LLC, whose mailing address is 111 S. Armenia Avenue, Suite 201, Tampa, Florida 33609 (collectively, the "Developer").

#### Recitals

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

WHEREAS, the District is adopting its budget for fiscal year 2023-2024 as attached hereto as **Exhibit A** (the "FY 2023-2024 Budget"), which commences on October 1, 2023, and concludes on September 30, 2024;

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2023-2024 Budget, and/or utilizing such other revenue sources as may be available to it;

**WHEREAS**, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its activities as described the FY 2023-2024 Budget so long as payment is timely provided;

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

**WHEREAS**, the Developer agrees that the activities of the District described in the FY 2023-2024 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2023-2024 Budget; and

WHEREAS, the Developer has agreed to enter into this Agreement in addition to the non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2023-2024 Budget.

#### **Operative Provisions**

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

Funding Obligations. From time to time during the 2023-2024 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to \$\_\_\_\_\_[Insert Adopted 2023-2024 Budget Amount] in accordance with the FY 2023-2024 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

2. FY 2023-2024 Operations and Maintenance Reports, Budget Reports and Budget Amendments. Each month during FY 2023-2024, the Developer shall provide the District Manager with a written report on the projected additions to the completed and developed phases within the District during FY 2023-2024. The District Manager shall provide the Developer with a monthly written report with the actual expenses for the previous month and anticipated expenses and operational activities for the remainder of the year based on current District operations and additional maintenance responsibilities which may be added during FY 2023-2024. The District and Developer agree that the FY 2023-2024 Budget shall be revised at the end of the 2023-2024 fiscal year to reflect the actual expenditures of the District for the period beginning on October 1, 2023 and ending on September 30, 2024. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2023-2024 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2023-2024 Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.

#### 3. Right to Lien Property.

- a. The District shall have the right to file a continuing lien ("Lien") upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.
- b. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2023-2024 Budget" in the public records of the county, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
- c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.
- 4. Default. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.
- 5. Enforcement and Attorney Fees. In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.
- **6. Governing Law and Venue**. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.

- 7. Interpretation. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
- 8. Termination of Agreement. The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2023-2024 fiscal year on September 30, 2024. The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.
- **9.** Third Parties. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
- **10. Amendments**. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
- **11. Assignment**. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
- **12.** Authority. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- **13. Entire Agreement**. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

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

**Berry Bay Development, LLC,** a Florida limited liability company

Berry Bay Community Development District

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

Name:		
Title:		

Name: \_\_\_\_\_\_ Chair/Vice-Chair of the Board of Supervisors

Exhibit A: FY 2023-2024 Budget

#### **RESOLUTION 2023-11**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S ADOPTION OF ITS RECREATIONAL AMENITIES RULES AND POLICIES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING 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, being situated in Hillsborough County, Florida; and

WHEREAS, pursuant to the provisions of Chapters 120 and 190, Florida Statutes, among others, the District is authorized to adopt rules and policies regarding the operation of the District's recreational amenities; and

WHEREAS, the District desires to adopt the Recreational Amenities Rules and Policies attached hereto as Exhibit A; and

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

<u>Section 1</u>. A public hearing will be held to adopt the Recreational Amenities Rules and Policies on September 7, 2023 at 2:00 p.m., at the offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

<u>Section 2</u>. The District Manager is directed to publish notice of the hearing in accordance with Chapters 120 and 190, Florida Statutes.

<u>Section 3.</u> This Resolution shall become effective immediately upon its adoption.

#### PASSED AND ADOPTED THIS 3<sup>rd</sup> DAY OF August 2023.

#### BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

Secretary/ Assistant Secretary
Print Name:

Chair/ Vice Chair Print Name:

#### **Exhibit A: Recreational Amenities Rules and Policies**

## **BERRY BAY** Community Development District

## **Recreational Facilities Rules & Regulations**

Proposed July, 2023

#### Recreational Facilities Rules & Regulations

#### **Table of Contents**

General	3
Definitions	3
Conduct Code	4
Lease Procedures and Transfer of Privileges	5
Use of Community Facilities	6
Community Facility Reservation Policies	8
Community Ponds	8
Dog Park Rules	8
Playground Rules	9
Swimming Pool Facility	.10
Violation of Rules and Regulations	11

#### Recreational Facilities Rules & Regulations

#### <u>General</u>

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

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

#### **Definitions**

All capitalized terms shall have the meanings as defined herein.

- 1. Adult An individual eighteen (18) years of age, or older.
- 2. Amenity Access Cards (also referred to as "Fobs") Amenity Access Cards or Fobs are issued to eligible Members who meet the requirements contained in these Rules and Regulations strictly for the use of the Member to access the Recreational Facilities in accordance with these Rules and Regulations.
- 3. Annual Pass; Annual Passholders An Annual Pass may be purchased by a non-resident of the District at a cost of \$2,852.39 each per household. Annual Passholders have the right to use the Community Facilities and will be subject to the same Rules and Regulations and Penalties as Residents within the District.
- 4. Board of Supervisors The Board of Supervisors of the Berry Bay Community Development District.
- 5. Common Areas All real property (including the improvements thereto) now or hereafter owned by the District for the common use.
- 6. Community Facilities All areas included in the Recreational Facilities and Common Areas.
- 7. District Management; District Manager Those agents and representatives of the management firm hired by the District.

- 8. Guest(s) A Member who is 18 years or older shall be responsible for all Guests within the Community Facilities. All Members shall remain with their Guests at all times. The District Manager may make accommodations as necessary for unaccompanied Guests. Approvals for unaccompanied Guests must be received in advance and are at the discretion of the District Manager.
- 9. Household A house and its occupants regarded as a unit.
- 10. Member A Resident, Annual Passholder or Tenant.
- 11. Pool Cabana Covered area near the pool.
- 12. Properties Shall mean and refer to that certain real property located within the District boundaries, and such additions thereto as may hereafter be brought within the boundaries of the District.
- 13. Recreational Facilities Includes the swimming pool facilities, picnic area, basketball court, pickle ball court, playground, restrooms, and dog park.
- 14. Staff Those individuals employed by the District such as the field services manager and maintenance personnel.
- 15. Resident A homeowner living within the District's boundaries.
- 16. Rules and Regulations Any written rules or regulations adopted, implemented or published by the District or its Board of Supervisors, at any time and from time to time amended, with respect to the conduct and security of the Members and their Guests, invitees, agents and contractors within the Properties.
- 17. Tenant A lessee of a dwelling within the District who has had privileges for use transferred pursuant to these Rules and Regulations.

#### Conduct Code

Improper conduct, obscenities, verbal or physical threats by Members and/or Guests will not be tolerated anywhere in the Community Facilities. Actions by any person of any nature, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. Members are responsible for their family, guests, and invitees.

All Members are expected to conduct themselves properly with due consideration for each other and for fellow Members, Guests and Staff. The District Manager has the authority to discipline within the Rules and Regulations any person for conduct which, in their opinion, tends to endanger the welfare, interest or character of the District, as well as for violations of the specific Rules and Regulations of the District. As stated in the Rules and Regulations, the District and/or Staff have the right to ask any person(s) to cease their conduct and/or leave the premises as a result of conduct that serves to harass or annoy other persons using or working in the Community Facilities.

At the discretion of the Staff and District Management dealing with the situation, the assistance of the local law enforcement agency may be sought to maintain order. A copy of the official law enforcement report of the incident shall be obtained and delivered to District Management within five (5) business days.

Any person who verbally threatens the physical well-being of another person or who engages in behavior that may be dangerous, creates a health or safety problem, creates a hostile environment, or otherwise disturbs others and causes them to fear for their physical well-being may be reported to the local law enforcement agency by Staff members.

Anyone who observes a violation of these Rules and Regulations shall bring the matter to the attention of any Staff member on duty or to District Management. Members are discouraged from trying to enforce the Rules and Regulations on their own.

Staff, fellow Members and Guests are to be treated in a courteous and considerate manner. No member of the Staff shall be reprimanded or harassed in any way by a Member or Guest. All complaints regarding services rendered by any Staff member must be made to the onsite Manager or District Management.

Members shall not engage or direct Staff on any private business, nor shall any Staff member be used for the individual benefit of the Member, nor shall any Member direct, supervise, or in any manner attempt to assert control over any such Staff members.

#### Lease Procedures and Transfer of Privileges

All Tenants living within the District's boundaries must be listed on the Lease Agreement. Leases must contain a clause indicating that the Tenant has received a copy of all District Rules and Regulations and agrees to be bound by them. A Tenant may not transfer privileges to another person. Upon transferring his or her privileges to a Tenant, the homeowner no longer has any privileges to use the Community Facilities until such time that the District Manager is notified of termination of transfer and the Amenity Access Cards or Fobs for the Tenant are returned. In the event a home is sold, the homeowner's Amenity Access Card or Fob is to be turned in to the District Manager. The card will be deactivated and reissued to the new homeowner.

#### Use of Community Facilities

- Community Facilities are for the use of Members and Guests. Staff may ask to inspect proper identification and those persons not showing it may be required to leave. <u>All Community Facilities are used at the risk and responsibility of the</u> <u>user and the user shall hold the District harmless from damage or claims by</u> <u>virtue of such use.</u>
- 2. Each household or Annual Passholder is allowed up to five (5) Guests at one time unless prior approval for additional Guests is given by District Management. Guests must be accompanied by a member of the household who is 18 years old or older.
- 3. Members and Guests may use the Recreational Facilities as follows:
  - a. Each household/Annual Passholder will be issued one (1) Amenity Access Card or Fob. This card is for use by the cardholder only.
  - b. The Amenity Access Card or Fob is used to access the swimming pool and bathrooms. Age restrictions apply.
  - c. When you use the Amenity Access Card or Fob, your name and time of entry are registered.
  - d. Your Amenity Access Card or Fob is your responsibility. If you misplace your Amenity Access Card or Fob, please contact the District Manager immediately so that it can be deactivated.
  - e. Replacement Amenity Access Cards or Fobs will be issued at a charge of \$25 per Amenity Access Card or Fob.
  - f. Hours for the Community Facilities are from dawn to dusk. Hillsborough County curfew laws supersede this policy and applicable individuals must adhere to these laws first and foremost.
  - g. When applying for a replacement Amenity Access Card or Fob, State issued identification must be presented (i.e. a driver's license, birth certificate, or passport), along with a copy of a utility statement and or a vehicle registration showing the individual's address of residence. Each cardholder is required to sign an Amenity Access Card Agreement. Tenants must also provide a copy of their lease.
  - h. Skateboarding, scooters, or use of similar equipment will not be permitted anywhere on the Community Facilities. This includes the pool area, basketball court and pickle ball court.
  - i. Shirts and shoes are to be worn in the Recreational Facilities, except for the swimming pool area.

- j. Proper disposal of personal trash is required.
- k. Profanity and bullying will not be tolerated.
- I. No vandalizing of Community Facilities.
- m. Anyone under the age of sixteen (16) must be accompanied by an Adult while at the swimming pool facilities. Anyone under the age of twelve (12) must be accompanied by an Adult while at basketball court, pickle ball court, dog park, picknick area, or playground.
- n. Diving or flips from the deck into the swimming pool will not be allowed.
- o. No fighting.
- p. Except as permitted under Florida law, no firearms or weapons (as defined in Chapter 790, Florida Statutes) are permitted on the Properties.
- q. Members or Guests of any age may not bring or consume alcoholic beverages within the Community Facilities.
- r. Illegal drugs and paraphernalia are prohibited.
- s. Pets (except for service animals as defined by Florida Law) are prohibited within the swimming pool area, and playground. With the exception of the Dog Park, all pets must be on a leash when on any Common Area.
- t. Community Facilities shall be used only for the purpose for which they are designed.
- u. Climbing gates, fences, or gaining access to the Community Facilities through non-traditional or unorthodox means is not allowed.
- 4. Community property may not be altered or removed from any Community Facility without written consent from the Board of Supervisors or District Manager.
- 5. Nothing is to be stored or accumulated on Common Areas. No accumulation of rubbish, debris or unsightly materials will be permitted on Common Areas.
- 6. No person shall commit any nuisance, vandalism, boisterous or improper behavior on or within the Community Facilities that interferes with or limits the enjoyment of the Community Facilities by Members. Anyone damaging community property or Community Facilities must reimburse the District for all costs associated with its repair or replacement. Members are responsible for damages caused by their family, guests and invitees.

- 7. In accordance with the Florida Clean Air Act, smoking is prohibited within the Community Facilities, unless it is within the designated areas established for smoking.
- 8. The District has the right to close any Community Facility. Any Community Facility closed by the District shall not be used in any manner until it is reopened.
- 9. All instructors are independent contractors that must be approved, certified and insured and must have a contractual agreement with the District.
- 10. Except at community-sponsored events as approved by the District Management, bounce houses, waterslides and other similar temporary play structures/equipment are strictly prohibited.
- 11. Call 911 in the event of an emergency and inform the District Manager.

#### **Community Facility Reservation Policies**

Private reservations of recreational facilities are prohibited, except as provided in the attached Amenity Center Meeting Room Usage Agreement (Exhibit "A").

#### **Community Ponds**

- 1. Swimming is not permitted in any of the stormwater ponds within the District.
- 2. The operation of motorized watercraft upon the stormwater ponds within the District is prohibited. This shall not apply to operation of motorized watercraft by an agent of the District while acting within the scope of his/her duties.
- 3. Fishing in stormwater ponds is prohibited.

#### Dog Park Rules (the "Dog Park")

- 1. Dogs must be on leashes at all times, except within the Dog Park area.
- 2. Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- 3. Dog handler must have the leash with them at all times.
- 4. Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- 5. Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- 6. Limit three dogs per adult dog handler.

- 7. Puppies under four months of age should not enter the Dog Park.
- 8. Children under the age of twelve (12) are not permitted within the Dog Park area without Adult supervision.
- 9. Dog handlers are responsible for the behavior of their animals.
- 10. Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.
- 11. Female dogs in heat are not permitted in the Dog Park.
- 12. Human or dog food inside the Dog Park is prohibited.
- 13. Dog handlers must clean up any dog droppings made by their pets.
- 15. Dog handlers must fill in any holes made by their pets.
- 16. Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
- 17. The Dog Park is designated a "No Smoking" area.

#### Playground Rules (the "Park")

- 1. Park hours are from dawn to dusk.
- 2. The play structures are designed for children under the age of twelve (12).
- 3. Children under the age of twelve (12) must be supervised by an Adult at all times.
- 4. No glass containers are allowed in area.
- 5. Use of profanity and/or disruptive behavior will not be tolerated.
- 6. Report violators, damaged equipment and unsafe conditions to the District Manager.

**9** | Page

#### Swimming Pool Facility (the "Pool Facilities")

- 1. The Pool Facilities are open from dawn until dusk.
- 2. The District assumes no liability for injuries, damage or loss.
- 3. Lifeguards will not be present at the Pool Facilities. All persons using the Pool Facilities do so at their own risk.
- 4. Children under the age of sixteen (16) must be accompanied by an Adult at all times while using the Pool Facilities.
- 5. All persons using the Pool Facilities shall obey the capacity requirements posted, which are defined by Hillsborough County and the State of Florida.
- 6. Proper swimming attire (bathing suits only) must be worn while using the Pool Facilities.
- 7. No smoking is allowed in the Pool Facilities.
- 8. No diving is allowed.
- 9. Incontinent persons, including children who are not toilet-trained, must wear swim diapers or other protective pants designed for use in a swimming environment when using the pool.
- 10. No floatation devices are permitted in the pool, except for swim aids and water aerobic equipment.
- 11. No running or rough housing is allowed in the Pool Facilities. No bikes, roller skates/blades or scooters in pool area.
- 12. No animals with the exception of qualified service animals are allowed within the Pool Facilities.
- 13. Alcohol is prohibited at the Pool Facilities.
- 14. No glass containers of any kind are allowed in the Pool Facilities.
- 15. Radios and/or "boom boxes" may not be played at the pool. All portable electronic devices are allowed if headphones are used.
- 16. Food and beverages are prohibited in the pool and on the pool wet deck area per the Florida Statutes.
- 17. No profanity and/or disruptive behavior, loud noise, running, jumping, diving, flips or boisterous activity is permitted in the Pool Facilities.

- 18. Pool furniture shall not be removed from the pool deck area or placed into the swimming pool.
- 19. Call 911 in the event of an emergency.
- 20. The Pool Facilities will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by Staff.

#### Violation of Rules and Regulations

All persons using or entering the Community Facilities are responsible for compliance with, and shall comply with, the Rules and Regulations established for the safe operations of the Community Facilities.

- 1. Suspension of Rights. The District, through its Board of Supervisors and District Manager, shall have the right to restrict, suspend, or terminate the privileges of any person to use the Community Facilities for any of the following behaviors:
  - a. Submitting false information on any application for use of the Community Facilities;
  - b. Permitting the unauthorized use of an Amenity Access Card;
  - c. Exhibiting unsatisfactory behavior or appearance;
  - d. Failing to pay amounts owed to the District in a proper and timely manner;
  - e. Failing to abide by any District Rule or Regulation contained herein;
  - f. Treating the District's supervisors, Staff, contractors, or other representatives, or other Member or Guests, in an unreasonable or abusive manner;

**11 |** Page

- g. Damaging or destroying District property; or
- h. Engaging in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, Staff, contractors, or other representatives, or other Members or Guests.
- 2. Authority of Staff. Staff has the ability to remove any person from one or all Community Facilities if any of the above-referenced behaviors are exhibited or actions committed. Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Community Facilities for a period not to exceed seven days.
- 3. Authority of District Manager. The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Community Facilities for a period greater than seven days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors. For consideration, all written appeals should be delivered to the District Manager.
- 4. Legal Action; Criminal Prosecution. If any person is found to have committed any of the infractions noted in Section 1 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

#### BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

#### AMENITY CENTER MEETING ROOM USAGE AGREEMENT RELEASE OF LIABILITY AND INDEMNIFICATION

- **1. BERRY BAY COMMUNITY DEVELOPMENT DISTRICT** (hereinafter, the "District") is the owner of the amenity center meeting room and related facilities (hereinafter, the "Facilities"), located within the Berry Bay community in Hillsborough County, Florida.
- 2. The District, by its execution of this Agreement, has approved the use of the amenity center meeting room as described herein, subject to all applicable laws, rules and regulations, and subject to the District's receipt of a rental fee of \$50.00 for rentals up to four (4) hours or \$100.00 for rentals up to six (6) hours, plus a refundable security deposit in the amount of \$200.00 for the Applicant. All monies must be in the form of U.S. Bank Check. Please make two separate checks (one each for the rental fee and security deposit) payable to:

#### **BERRY BAY CDD**

**3.** The undersigned, \_\_\_\_\_\_\_, (the Applicant), has applied to the District to use the amenity center meeting room as follows:

Applicant Address:	
Purpose:	
Date of Event:	Phone:
Time of Event (ALL Events shall end by Dusk):	
Maximum Number of Attendees (NOT TO EXCEE	ED 30):

- **4.** The District has consented to the above use by the Applicant, its agents, employees and invitees.
- 5. In Consideration of the District's permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its agents, employees and acquits the District, its agents or employees, for any and all claims for loss, damage or injury of any nature whatsoever to persons or property, including but not limited to personal injury or death, resulting in any way from, or in any fashion arising from, or connected with, the use of the Facilities. In whatever manner the loss, damage or injury may be caused and whether or not the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees; it being specifically understood and agreed that this release of liability applies to any and all claims for loss, injury, damage or death caused solely or partially by the negligence of the District, its agents or employees.

- 6. As further consideration for the District's permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its representatives and assigns, agrees to indemnify, defend and hold harmless the District, its agents and employees, from any and all claims for loss, damage, injury or death of any nature whatsoever to persons or property, including, but not limited to personal injury or death, resulting in any way from or in any fashion arising from or connected with the use of the Facilities, in whatever manner the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees.
- 7. Should any provision of this Agreement be declared or be determined by any court of jurisdiction to be illegal or invalid, the validity of the remaining parts, term or provision shall not be affected thereby and said illegal part, term or provision shall be deemed not part of this Agreement.
- 8. The security deposit, less the cost of repair of any damage or costs to clean up any mess or litter left following the Event, shall be returned to the Applicant within one (1) week of the Event.

	APPLICANT
<u>Cignot</u>	
Signat	ure
Print N	lame
Date	
	BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
Signat	ure
Print N	lame & Title

\* Non-Sufficient Funds (NSF) Policy:

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

#### BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

#### **CHECK PAYMENT FORM**

This form must be completed by <u>each person</u> issuing Development District as payment for amenity center products/services. A copy of the check issuer's driver' <u>occurrence.</u>	meeting room rentals, keys or any other
DATE:/ /	
NAME OF ISSUER:	
DOB:	
ADDRESS:	
HOME PHONE: () -	
CELL PHONE: ( ) -	
DRIVER LICENSE NUMBER:	(Please attach a copy of Driver's license.)
PLACE OF EMPLOYMENT:	
WORK PHONE: ()	
AMOUNT OF CHECK: \$	
REASON FOR CHECK:	

Non-Sufficient Funds (NSF) Policy:

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

#### **RESOLUTION 2023-12**

#### A RESOLUTION OF THE BOARD OF SUPERVISORS OF BERRY BAY COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, 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 District's Board of Supervisors (hereinafter the "Board"), is statutorily authorized to exercise the powers granted to the District, but has not heretofore met; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

**WHEREAS**, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District's meetings.

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

<u>Section 1</u>. The annual public meeting schedule of the Board of Supervisors of the for the Fiscal Year 2024 attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with the requirements of Florida law.

Section 2. The District Manager is hereby directed to submit a copy of the Fiscal Year 2023 annual public meeting schedule to Hillsborough County and the Department of Economic Opportunity.

Section 3. This Resolution shall become effective immediately upon its adoption.

#### PASSED AND ADOPTED THIS 3<sup>RD</sup> DAY OF AUGUST 2023

ATTEST:

#### BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

SECRETARY/ASSISTANT SECRETARY

#### CHAIR/ VICE-CHAIRMAN

#### EXHIBIT A

#### BOARD OF SUPERVISORS MEETING DATES BERRY BAY COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024

#### **FISCAL YEAR 2023/2024**

October 05, 2023	2:00 p.m.
November 02, 2023	2:00 p.m.
December 07, 2023	2:00 p.m.
January 04, 2024	2:00 p.m.
February 01, 2024	2:00 p.m.
March 07, 2024	2:00 p.m.
April 04, 2024	2:00 p.m.
May 02, 2024	2:00 p.m.
June 06, 2024	2:00 p.m.
July 04, 2024	2:00 p.m.
August 01, 2024	2:00 p.m.
September 05, 2024	2:00 p.m.

All meetings will convene at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300,

Tampa, FL 33607

#### MINUTES OF MEETING BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

The Regular Meetings of the Board of Supervisors for Berry Bay Community Development District was held on Thursday, June 01, 2023, at 2:00 P.M. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607

Present and constituting a quorum were:

Nicholas Dister	Chairman
Carlos de la Ossa	Vice-Chair
Chloe Firebaugh	Supervisor
Ryan Motko	Supervisor

Also present were:

Bryan Radcliff	District Manager
Angie Grunwald	District Manager
John Vericker	District Counsel
Gary Schwartz	District Field Manager
Kathryn Hopkinson	District Counsel
Residents	(via conference call)

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

#### FIRST ORDER OF BUSINESS

#### Call to Order/Roll Call

**Public Comment on Agenda Items** 

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

#### **SECOND ORDER OF BUSINESS**

There being no public comments, the next item followed.

#### THIRD ORDER OF BUSINESS Business Items

## A. Consideration of Resolution 2023-07; Approving FY 2024 Proposed Budget & Setting Public Hearing.

Ms. Grunwald briefly discussed the FY 2023 Proposed Budget with the Board.

On MOTION by Mr. de la Ossa seconded by Mr. Dister with all in favor Resolution 2023-07, FY 2024 Proposed Budget, was adopted. 4-0

#### B. Consideration of Resolution 2023-08; Redesignation of Officers.

Mr. Radcliff discussed the resolution and suggested to the Board to add Angie Grunwald

as an Assistant Secretary for signatory purposes.

On MOTION by Mr. de la Ossa seconded by Mr. Motko with all in favor Resolution 2023-08 as presented and add Angie Grunwald as an Assistant Secretary for signatory purposes was approved. 4-0

#### C. General Matters of the District

Ms. Grunwald discussed the Landscape Agreement with the Board. The District

Counsels are aware with revising the contract from Sunrise Landscaping.

On MOTION by Mr. de la Ossa seconded by Mr. Dister with all in favor to ratify the addendum to the landscape contract with Sunrise, was approved. 4-0

FOURTH ORDER OF BUSINESS Consent Agenda

- A. Consideration of Meeting Minutes of the Regular Meeting May 04, 2023
- **B.** Consideration of Operations and Maintenance Expenditures April 2023
- C. Review of Financial Statements Month Ending April 30, 2023

The Board reviewed the consent agenda items as presented.

On MOTION by Mr. de la Ossa seconded by Mr. Motko with all in favor Consent Agenda items A through C, was approved. 4-0

#### FIFTH ORDER OF BUSINESS

#### Vendor and Staff Reports

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

i. Community Inspection Reports

The Community inspection report was provided to the Board for review. There being no

additional reports, the next item followed.

#### SIXTH ORDER OF BUSINESS

## **Board of Supervisors Requests and Comments**

Mr. de la Ossa thanked Gary Schwartz and Angie Grunwald for all their hard work performance with the amenity center.

A resident Ms. Rodriguez expressed concern regarding several light pole that are not working causing darkness in the area. Mr. Radcliff stated TECO can be contacted to resolve the issue.

### SEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. de la Ossa seconded by Mr. Dister with all in favor the meeting was adjourned at 2:27 P.M.

Angie Grunwald Assistant Secretary Nicholas Dister Chairperson

#### BERRY BAY CDD

#### Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description	
Monthly Contract					
INFRAMARK LLC	93709	\$4,860.90		DISTRICT INVOICE APRIL 2023	
SUNRISE LANDSCAPE	10817	\$12,683.83		LANDSCAPE MAY 2023	
Monthly Contract Subtotal		\$17,544.73			
Variable Contract					
AYSHA TORRES	AT052323	\$600.00		POOL FOB DISTRIBUTION	
CARLOS DE LA OSSA	CDLO 050423	\$200.00		SUPERVISOR FEE 05/04/23	
EGIS INSURANCE	18266	\$8,644.00		ADD PROPERTY	
KELLY ANN EVANS	KE 050423	\$200.00		SUPERVISOR FEE 05/04/23	
MONICA ALVAREZ	MA052323	\$600.00		POOL FOB DISTRIBUTION	
NICHOLAS J. DISTER	ND 050423	\$200.00		SUPERVISOR FEE 05/04/23	
RYAN MOTKO	RM 050423	\$200.00		SUPERVISOR FEE 05/04/23	
STRALEY ROBIN VERICKER	23056	\$2,075.90		GENERAL CONSULTING - PROFESSIONAL SERVICES THRU - 04/15/23	
Variable Contract Subtotal		\$12,719.90			
Utilities					
TECO	221008882187 060223	\$32.67		ELECTRICITY SERVICES 04/07/23-05/08/23	
TECO	221008893150 051223	\$1,926.25		ELECTRICITY SERVICES 04/07/23-05/08/23	
TECO	6104 050523 ACH	\$9,665.14	\$11,624.06	BULK BILLING - ELECTRICITY SERVICES 03/08/23-04/06/23	
Utilities Subtotal		\$11,624.06			
Regular Services					
A-TECH CONSULTING, INC	27355	\$5,080.00		ACCESS CONTROL FOBS	
BERRY BAY CDD	05052023-1	\$1,288.17		SERIES 2021 - FY 23 TAX DIST. ID 620	
BERRY BAY CDD	05172023-1	\$28,234.91	\$29,523.08	SERIES 2021 FY23 DS ASSESSMENT	
YELLOWSTONE LANDSCAPE	SS 505057	\$1,105.80		SOD INSTALLATION	
Regular Services Subtotal		\$35,708.88			
Additional Services		\$0.00			
Additional Services Subtotal		\$0.00			
TOTAL		\$77,597.57			

#### BERRY BAY CDD

#### Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description

Approved (with any necessary revisions noted):

Signature:

Title (Check one):

[] Chariman [] Vice Chariman [] Assistant Secretary

#### **OINFRAMARK**

## INVOICE

#### Services provided for the Month of: April 2023

DESCRIPTION	QTY	UOM	RATE	MARKUPP	AMOUNT
District Management	1	Ea	3,000.00		3,000.00
Accounting Services	1	Ea	375.00		375.00
Field Management	1	Ea	1,000.00		1,000.00
Website Maintenance / Admin	1	Ea	125.00		125.00
B/W Copies	7	Ea	0.15		1.05
Color Copies	3	Ea	0.39		1.17
Postage	14	Ea	0.62		8.68
Dissemination Services	1	Ea	350.00		350.00
Subtotal					4,860.90

Subtotal	\$4,860.90
Тах	\$0.00
Total Due	\$4,860.90

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

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

To pay via ACH or Wire, please refer to our banking information below: Account Name: INFRAMARK, LLC ACH - Bank Routing Number: 111000614 / Account Number: 912593196 Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

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



5521 Baptist Church Road Tampa, FL 33610

Bill To
Inframark
2005 Pan Am Circle
Suite 300
Tampa, FL 33607

### Invoice 10817

PO#	Date
	05/03/2023
Sales Rep	Terms
Tom Bryant	Net 30

Property Address	
Berry Bay CDD	
4982 Eagle Rock Dr	
Wimauma, FL 33598	

Item	Qty / UOM	Rate	Ext. Price	Amount
#5576 - Landscape Maintenance Agreement May 2023				\$12,683.83

Total	\$12,683.83
Credits/Payments	(\$0.00)
Balance Due	\$12,683.83

## Berry Bay Community Development District Check Request

Date: May 23, 2023

Date Needed By:

Amount: \$ 600.00

Payable To: Aysha Torres

Address: 1319 W Knollwood St City, State, Zip: TAMPAIFL 33604 Coding:

Requested By: Authorized by: Additional Directions: Initial Pool Fobs Distribution

# 

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Carlos de la Ossa		Salary Accepted	\$200.00
Ryan Motko		Salary Accepted	\$200.00
Nick Dister		Salary Accepted	\$200.00
Kelly Evans	1	Salary Accepted	\$200.00
Chloe Firebaugh	I on phone	Salary Waived	\$0.00

Ca10 050423





**Berry Bay Community Development District** 

CustomerBerry Bay Community Development<br/>DistrictAcct #1015Date05/22/2023Customer<br/>ServiceCharisse BitnerPage1 of 1

Payment Information			
Invoice Summary	\$	8,644.00	
Payment Amount			
Payment for:	Invoice#18266		
100122476	_		

Thank You

Please detach and return with payment

Customer: Berry Bay Community Development District

2005 Pan Am Circle, Ste 300

c/o Meritus

Tampa, FL 33607

Invoice	Effective	Transaction	Description	Amount
18266	04/24/2023	Policy change	Policy #100122476 10/01/2022-10/01/2023 Florida Insurance Alliance Package - Add Property Due Date: 5/22/2023	8,644.00
				Total
				\$ 8,644.00
FOR PAYME Bank of Ame	ENTS SENT OVERNI Prica Lockbox Service	GHT: s, Lockbox 748555, 6000 Feldwc	ood Rd. College Park, GA 30349	Thank You
Remit Payn P.O. Box 74		surance Advisors	(321)233-9939 Date	
Atlanta, GA			sclimer@egisadvisors.com 05/22/2023	

# 

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Carlos de la Ossa		Salary Accepted	\$200.00
Ryan Motko		Salary Accepted	\$200.00
Nick Dister		Salary Accepted	\$200.00
Kelly Evans	1	Salary Accepted	\$200.00
Chloe Firebaugh	~ on phone	Salary Waived	\$0.00

KE 050423

## Berry Bay Community Development District Check Request

Date: May 23, 2023

Date Needed By:

Amount: \$ 600.00

Payable To: Monica Alvarez

Address: 2117 WEIM St
City, State, Zip: TAMPA, FL 33604
Coding:
Requested By: MASS
Authorized by:
Additional Directions: Initial Pool Fobs Distribution

Berry Bay CDD MEETING DATE: May 04, 2023 DMS: Byw Mincurt

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Carlos de la Ossa		Salary Accepted	\$200.00
Ryan Motko		Salary Accepted	\$200.00
Nick Dister		Salary Accepted	\$200.00
Kelly Evans	L	Salary Accepted	\$200.00
Chloe Firebaugh	I on phone	Salary Waived	\$0.00

ND 050423

## Berry Bay CDD MEETING DATE: May 04, 2023 DMS: By Mincert

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Carlos de la Ossa		Salary Accepted	\$200.00
Ryan Motko		Salary Accepted	\$200.00
Nick Dister		Salary Accepted	\$200.00
Kelly Evans	L	Salary Accepted	\$200.00
Chloe Firebaugh	~ on phone	Salary Waived	\$0.00

RM 050423

## **Straley Robin Vericker**

1510 W. Cleveland Street

Tampa, FL 33606 Telephone (813) 223-9400 Federal Tax Id. - 20-1778458

Berry Bay Community Development District c/o Meritus 2005 Pan Am Circle, Ste 300 Tampa, FL 33607	May 03, 2023 Client: Matter: Invoice #:	001543 000001 23056
· apa, · 2 0000.	Page:	1

**RE:** General

For Professional Services Rendered Through April 15, 2023

#### SERVICES

Date	Person	Description of Services	Hours	Amount
3/16/2023	VKB	REVIEW AND REPLY TO EMAILS RE: CONTINUED MEETING AND CANCELLATION OF MEETING DUE TO LACK OF QUORUM; TELECONFERENCE WITH E. DAVIDSON RE: LANDSCAPING START DATE WITH SUNRISE.	0.3	\$112.50
3/24/2023	JMV	PREPARE AND FILE COMMON AREA DEED.	0.4	\$150.00
3/24/2023	LB	E-RECORD SPECIAL WARRANTY DEED TO THE DISTRICT FOR TRACTS IN VILLAGE J; PREPARE CORRESPONDENCE TO DISTRICT MANAGER TRANSMITTING COPY OF RECORDED DEED.	0.3	\$52.50
3/30/2023	LB	PREPARE DRAFT QUARTERLY REPORT TO DISSEMINATION AGENT FOR PERIOD ENDED MARCH 31, 2023; REVIEW CORRESPONDENCE FROM K. SMITH RE CORRECTIVE DEED FOR VILLAGE J TRACTS TO THE DISTRICT; PREPARE DRAFT CORRECTIVE DEED.	1.0	\$175.00
3/31/2023	JMV	REVIEW COMMUNICATION FROM K. SMITH; REVIEW REVISIONS TO VILLAGE J CONVEYANCE; PREPARE SPECIAL WARRANTY DEED; DRAFT EMAIL TO K. SMITH.	0.8	\$300.00
3/31/2023	WAS	REVIEW AND SUBMIT CORRECTIVE SPECIAL WARRANTY DEED.	0.2	\$61.00
3/31/2023	LB	UPLOAD TO E-RECORD CORRECTIVE SPECIAL WARRANTY DEED.	0.3	\$52.50
4/6/2023	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.6	\$225.00
4/6/2023	WAS	PREPARE FOR, TRAVEL TO AND ATTEND BOARD OF SUPERVISORS MEETING.	0.5	\$152.50

May 03, 2023	
Client:	001543
Matter:	000001
Invoice #:	23056
Page:	2

#### SERVICES

Date	Person	Description of Services		Hours	Amount
4/9/2023	JMV	PREPARE QUARTERLY TO CDD BOND DISSEMI	0.3	\$112.50	
4/12/2023	LB	FINALIZE QUARTERLY F AGENT FOR PERIOD EN PREPARE CORRESPON AGENT RE SAME.	0.2	\$35.00	
			Total Professional Services	4.9	\$1,428.50
DISBURSEN	<b>MENTS</b>				
Date	Descript	ion of Disbursements			Amount
3/3/2023	Simplefile	e E-Recording- Filing Fee- F		\$91.75	
3/6/2023	Simplefile	e E-Recording- Filing Fee- F	iling fees		\$477.50
3/27/2023	Simplefile	e E-Recording- Filing Fee- F	iling fees		\$75.45
4/15/2023	Photocop	vies			\$2.70
			Total Disbursements		\$647.40
			Total Services Total Disbursements	\$1,428.50 \$647.40	
			Total Current Charges	ψο+7.+0	\$2,075.90
			Previous Balance		\$3,490.26
			Less Payments		(\$3,490.26)
			PAY THIS AMOUNT		\$2,075.90

Please Include Invoice Number on all Correspondence



Current Service Period: April 07, 2023 - May 08, 2023

Payment(s) Received Since Last Statement

Amount Due by June 02, 2023

Account Summarv

Previous Amount Due

**Current Month's Charges** 

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

C/O MERITUS CORP. 4812 BERRY GROVE BLVD WIMAUMA, FL 33598

MAY 1 7 2023

\$27.54 -\$27.54

\$32.67

<u>\$32.67</u>

#### Statement Date: May 12, 2023

Amount Due: \$32.67 Due Date: June 02, 2023 Account #: 221008882187

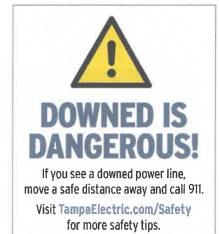
#### Your Energy Insight



Your average daily kWh used was 0% higher than it was in your previous period.



Scan here to learn more about your redesigned bill and soon-to-come Interactive Bill.



2023 Monthly Usage (kWh) 2022 60 48 36 24 12 0

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

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



Account #: 221008882187

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

Due Date: June 02, 2023



625458074499

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

Pay your bill online at TampaElectric.com

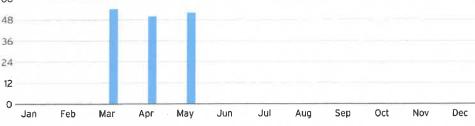
See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit TampaElectric.com/Paperless to enroll now.

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT C/O MERITUS CORP 2005 PAN AM CIR, STE 300 TAMPA, FL 33607-6008

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

#### 625458074499221008882187000000032676





Service For: 4812 BERRY GROVE BLVD WIMAUMA, FL 33598

Account #: 221008882187 Statement Date: May 12, 2023 Charges Due: June 02, 2023

#### Meter Read

#### Meter Location: ENTRY MONUMENT

Service Period: Apr 07, 2023 - May 08, 2023

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	Total Used	Multiplier	Billing Period
1000251621	05/08/2023	156	104	52 kWh	1	32 Days

### **Charge Details**

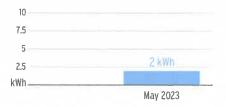
00000082-0000885-Page 4 of 20

Electric Service Cost		\$32.67
Florida Gross Receipt Tax		\$0.82
Storm Surcharge	52 kWh @ \$0.01061/kWh	\$0.55
Clean Energy Transition Mechanism	52 kWh @ \$0.00427/kWh	\$0.22
Storm Protection Charge	52 kWh @ \$0.00400/kWh	\$0.21
Fuel Charge	52 kWh @ \$0.05239/kWh	\$2.72
Energy Charge	52 kWh @ \$0.07990/kWh	\$4.15
Daily Basic Service Charge	32 days @ \$0.75000	\$24.00
Electric Charges		

#### **Total Current Month's Charges**

#### \$32.67

#### Avg kWh Used Per Dav



#### Important Messages

Be prepared this storm season. Visit your county's emergency management website to determine your flood zone, your hurricane evacuation zone, get flood depth data, flood insurance information or help with property flood protection.

#### Help for those with special needs.

Emergency authorities can assist with arranging transportation or finding a shelter for those with special needs. A statewide registry provides county health departments and emergency management agencies with information to prepare and respond to disasters. Visit FloridaDisaster.org to learn more.

More clean energy to you. Tampa Electric has reduced its use of coal by 94% over the past 20 years and has cut its carbon footprint in half. This is all made possible through investments in technology that

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

responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment

#### Ways To Pay Your Bill

charges to your account or service disconnection.



#### Contact Us

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



#### BERRY BAY COMMUNITY DEVELOPMENT DISTRICT C/O MERITUS CORP 5380 NIGHT TIDE LN WIMAUMA, FL 33598 MAY 17 2023

\$1,926.25

#### Statement Date: May 12, 2023

Amount Due: \$1,926.25

Your Energy Insight

Due Date: June 02, 2023 Account #: 221008893150

Your average daily kWh used was **42.38% higher** than it was in your previous period.

#### **Account Summary**

Current Service Period: April 07, 2023 - May 08, 2023	
Previous Amount Due	\$1,220.06
Payment(s) Received Since Last Statement	-\$1,220.06
Current Month's Charges	\$1,926.25

#### Amount Due by June 02, 2023

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

Scan here to learn more about your redesigned bill and soon-to-come Interactive Bill.



Visit TampaElectric.com/Safety for more safety tips.

Monthly Usage (kWh) 2022 2023 13000 10400 7800 5200 2600 0 Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb

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



Pay your bill online at TampaElectric.com

See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit TampaElectric.com/Paperless to enroll now.

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT C/O MERITUS CORP 2005 PAN AM CIR, STE 300 TAMPA, FL 33607-6008

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

#### Account #: 221008893150 Due Date: June 02, 2023



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

#### 6524580745005510088931500000001926556



Service For: 5380 NIGHT TIDE LN WIMAUMA, FL 33598

Account #: 221008893150 Statement Date: May 12, 2023 Charges Due: June 02, 2023

#### **Meter Read**

Service Period: Apr 07, 2023 - May 08, 2023 Rate Schedule: General Service - Non Demand								
Meter Number	Read Date	Current Reading		Previous Reading		Total Used	Multiplier	Billing Period
1000758597	05/08/2023	21,004		8,739		12,265 kWh	1	32 Days

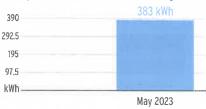
#### **Charge Details**

Electric Service Cost		\$1,926.25
Florida Gross Receipt Tax		\$48.16
Storm Surcharge	12,265 kWh @ \$0.01061/kWh	\$130.13
Clean Energy Transition Mechanis	m 12,265 kWh @ \$0.00427/kWh	\$52.3
Storm Protection Charge	12,265 kWh @ \$0.00400/kWh	\$49.06
Fuel Charge	12,265 kWh @ \$0.05239/kWh	\$642.50
Energy Charge	12,265 kWh @ \$0.07990/kWh	\$979.97
Daily Basic Service Charge	32 days @ \$0.75000	\$24.00
Electric Charges		

#### Total Current Month's Charges

### \$1,926.25

#### Avg kWh Used Per Day



#### **Important Messages**

Be prepared this storm season. Visit your county's emergency management website to determine your flood zone, your hurricane evacuation zone, get flood depth data, flood insurance information or help with property flood protection.

#### Help for those with special needs.

Emergency authorities can assist with arranging transportation or finding a shelter for those with special needs. A statewide registry provides county health departments and emergency management agencies with information to prepare and respond to disasters. Visit **FloridaDisaster.org** to learn more.

More clean energy to you. Tampa Electric has reduced its use of coal by 94% over the past 20 years and has cut its carbon footprint in half. This is all made possible through investments in technology that help us use more solar and cleaner,

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

Ways To Pay Your Bil	1		Contact Us	
Bank Draft Visit TECOaccount.com for free recurring or one time payments via checking or savings account. Credit or Debit Card Pay by credit Card using KUBRA EZ-Pay at TECOaccount.com. Convenience fee will be charged.	<ul> <li>In-Person Find list of Payment Agents at TampaElectric.com</li> <li>Phone Toll Free: 866-689-6469</li> </ul>	Mail A Check Payments: TECO P.O. Box 31318 Tampa, FL 33631-3318 Mail your payment in the enclosed envelope. All Other Correspondences: Tampa Electric P.O. Box 111 Tampa, FL 33601-0111	Online: TampaElectric.com Phone: Commercial Customer Care: 866-832-6249 Residential Customer Care: 813-223-0800 (Hillsborough) 863-299-0800 (Polk County) 888-223-0800 (All Other Counties)	Hearing Impaired/TTY: 7-1-1 Power Outage: 877-588-1010 Energy-Saving Programs: 813-275-3909

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

0000082-0000888- Page 10 of 20

Page 2 of 6



BERRY BAY COMMUNITY DEVELOPMENT DISTRICT C/O MERITUS CORP 2005 PAN AM CIR, STE 300 TAMPA, FL 33607-6008

#### **Your Account Summary**

9,665.14
\$9,672.68
-\$7.54
-\$7.54
\$0.00
\$0.00

DO NOT PAY. Your account will be drafted on 05/19/23

## ACCOUNT INVOICE

tampaelectric.com

f 🖤 🖗 8 🏙 in PIVA

Statement Date: 05/05/23 Account: 321000026104

MAY 11 2023

Current month's charges:	\$9,672.68
Total amount due:	\$9,665.14
Payment Due By:	05/19/23



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



## More options for you.

000

Visit tecoaccount.com to view and pay your bill, manage your information and more, 24/7 from any device.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.

TAMPA ELECTRIC AN EMERA COMPANY



See reverse side for more information

Account: 321000026104

\$9,672.68 Current month's charges: \$9,665.14 Total amount due: Payment Due By: 05/19/23 **Amount Enclosed** s

700375002669 DO NOT PAY, YOUR ACCOUNT WILL BE DRAFTED ON 05/19/23

00000009 FTECC505052322494600 00000 01 01000000 9 007 BERRY BAY COMMUNITY DEVELOPMENT DISTRICT C/O MERITUS CORP 2005 PAN AM CIR, STE 300 TAMPA, FL 33607-6008

MAIL PAYMENT TO TECO P.O. BOX 31318 TAMPA, FL 33631-3318



## **Contact Information**

#### **Residential Customer Care**

813-223-0800 (Hillsborough County) 863-299-0800 (Polk County) 888-223-0800 (All other counties)

Commercial Customer Care 866-832-6249 Hearing Impaired/TTY 711

Power Outages Toll-Free 877-588-1010

Energy-Saving Programs 813-275-3909

#### tampaelectric.com

Mail Payments to TECO P.O. Box 31318 Tampa, FL 33631-3318

All Other Correspondence Tampa Electric P.O. Box 111 Tampa, FL 33601-0111

## **Understanding Your Electric Charges**

Average kWh per day -- The average amount of electricity purchased per day,

**Basic Service Charge** – A fixed daily amount that covers the cost to provide service to your location. This charge is billed monthly regardless of any electricity used.

Bright Choices\*- The associated fees and charges for leased outdoor lighting services.

**Budget Billing** – Optional plan averages your home's last 12 monthly billing periods so you pay the same amount for your service each month.

**Clean Energy Transition Mechanism (CETM)** – A charge to recover costs associated with electric meter upgrades and the closing of certain coal generating plants to support Tampa Electric's transition to produce clean energy.

**Energy Charge** – For residential, small commercial and lighting customers, includes the cost (except fuel) of producing and delivering the electricity you purchased, including conservation, environmental and capacity cost recovery charges. For other customers, the three cost recovery charges appear as separate line items.

**Estimated** – If Tampa Electric was unable to read your meter, "ESTIMATED" will appear. Your meter will be read next month, and any difference will be adjusted accordingly.

Florida Gross Receipts Tax - A tax is imposed on gross receipts from utility services that are delivered to retail customers in Florida, in accordance with Chapter 203 of the Florida Statutes. Utility companies collect the tax from all customers, unless exempt, and remit to the state.

Florida State Tax – A tax imposed on every person who engages in the business of selling or renting tangible personal property at retail in the state, in accordance with Chapter 212 of the Florida Statutes.

**Franchise Fee** – A fee levied by a municipality for the right to utilize public property to provide electric service. The fee is collected by Tampa Electric and paid to the municipality.

**Fuel Charge** – Cost of fuel used to produce electricity you purchased. Fuel costs are passed through from fuel suppliers to our dustomers with no markup or profit to Tampa Electric.

For more information about your bill, please visit tampaelectric.com.

Kilowatt-Hours (kWh) – The basic measurement of electric energy use.

**Late Payment Charge** – For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

**Municipal Public Service Tax** – Many municipalities levy a tax on the electricity you use. It is collected by Tampa Electric and paid to the municipality.

**Past Due** – Previous charges that are past due are subject to a late payment charge fee and may result in disconnection.

Rate Schedule – The amount (rate) you pay depends on your customer category. The cost of providing service varies with the customer group.

**Share** – A Tampa Electric program administered by the Salvation Army and the Catholic Charities Diocese of St. Petersburg that helps pay energy bills of customers in need. If you choose to contribute, your contribution is tax deductible and is matched by Tampa Electric.

**Storm Protection Charge** – The cost of additional hardening efforts to further protect the power grid from hurricanes or other extreme weather events.

Storm Surcharge – The charge that will recover the cost of storms charged to the storm reserve.

Sun Select<sup>™</sup> – The cost of producing energy you purchased from dedicated solar generation facilities. You pay no fuel charge for the Sun Select portion of your bill.

**Sun to Go**<sup>sw</sup> - The amount of electricity purchased from solar generating sources serving the Sun to Go program, which provides optional renewable energy purchases in 200 kWh blocks.

**Total Amount Due** - This month's charges will be past due after the date shown. THIS DATE DOES NOT EXTEND THE DATE ON ANY PREVIOUS BALANCE. It's important that you pay your bill before this date to avoid interruption of service.

Zap Cap Systems - Surge protection for your home or business sold separately as a non-energy charge.

#### Your payment options are:

- · Schedule free one-time or recurring payments at tecoaccount.com using a checking or savings account.
- · Mail your payment in the enclosed envelope. Please allow sufficient time for delivery.
- · Pay in person at an authorized Western Union payment location, which can be found at tampaelectric.com.
- Pay by credit card using KUBRA EZ-PAY at tecoaccount.com or by calling 866-689-6469.
- (A convenience fee will be charged to your bank account or credit card.)

When making your payment, please have your bill or account number available.

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



#### **Billed Individual Accounts**

ACCOUNT NAME	ACCOUNT NUMBER	ADDRESS	AMOUNT
	221008266993	US HWY 301 AND SAFFOLD RD PH2 WIMAUMA, FL 33598	\$2162.15
	221008339733	US HWY 301 AND SAFFOLD RD PH 1 WIMAUMA, FL 33598	\$912.83
	221008339741	SAFFOLD RD AND US HWY 301 S WIMAUMA, FL 33598	\$514.31
	221008339758	US HWY 301 S VILLAGE K WIMAUMA, FL 33598	\$692.37
	221008339766	US HWY 301 S VILLAGE M WIMAUMA, FL 33598	\$1477.05
	221008348866	US HWY 301 S VILLAGE E WIMAUMA, FL 33598	\$461.58
	221008348874	US HWY 301 S VILLAGE L WIMAUMA, FL 33598	\$1477.05
	221008438154	17980 US HWY 301 WIMAUMA, FL 33598	\$136.28
	221008439970	US HWY 301 S VILLAGE G WIMAUMA, FL 33598	\$1246.25
	221008657597	5161 PLUMERIA DR WIMAUMA, FL 33598	\$585.27

#### **Unbilled Individual Accounts**

ACCOUNT NAME	ACCOUNT NUMBER	ADDRESS
		US HWY 301 S
	211026770647	WIMAUMA, FL 33598





tampaelectric.com

Account: Statement Date: 221008266993

05/02/23

#### Details of Charges - Service from 03/08/23 to 04/05/23

Service for: US HWY 301 AND SAFFOLD RD PH2, WIMAUMA, FL 33598

Lighting Service Items LS-1 (Bright Choices	) for 29 days			
Lighting Energy Charge	1665 kWh @3	\$0.03511/kWh	\$58.46	
Fixture & Maintenance Charge	45 Fixtures		\$532.35	
Lighting Pole / Wire	45 Poles		\$1450.35	
Lighting Fuel Charge	1665 kWh @3	\$0.05169/kWh	\$86.06	
Storm Protection Charge	1665 kWh @	\$0.01466/kWh	\$24.41	
Clean Energy Transition Mechanism	1665 kWh @ 9	\$0.00036/kWh	\$0.60	
Storm Surcharge	1665 kWh @	\$0.00326/kWh	\$5.43	
Florida Gross Receipt Tax			\$4.49	
Lighting Charges				\$2,162.15
Current Month's Electric Charges				\$2,162.15



tampaelectric.com

Account: Statement Date: 221008339733

05/02/23

#### Details of Charges - Service from 03/08/23 to 04/05/23

Service for: US HWY 301 AND SAFFOLD RD PH 1, WIMAUMA, FL 33598

Lighting Service Items LS-1 (Bright Choices	) for 29 days	
Lighting Energy Charge	925 kWh @\$0.03511/kWh	\$32.48
Fixture & Maintenance Charge	25 Fixtures	\$295.75
Lighting Pole / Wire	25 Poles	\$517.39
Lighting Fuel Charge	925 kWh @\$0.05169/kWh	\$47.81
Storm Protection Charge	925 kWh @\$0.01466/kWh	\$13.56
Clean Energy Transition Mechanism	925 kWh @ \$0.00036/kWh	\$0.33
Storm Surcharge	925 kWh @\$0.00326/kWh	\$3.02
Florida Gross Receipt Tax		\$2.49
Lighting Charges		\$912.83
Current Month's Electric Charges		\$912.83





tampaelectric.com

Account: Statement Date: 221008339741

05/02/23

#### Details of Charges - Service from 03/09/23 to 04/06/23

Service for: SAFFOLD RD AND US HWY 301 S, WIMAUMA, FL 33598

Lighting Service Items LS-1 (Bright	Choices) for 29 days			
Lighting Energy Charge	270 kW	'h @\$0.03511/kWh	\$9.48	
Fixture & Maintenance Charge	10 Fixture	s	\$207.30	
Lighting Pole / Wire	10 Pole	s	\$277.90	
Lighting Fuel Charge	270 kW	'h @\$0.05169/kWh	\$13.96	
Storm Protection Charge	270 kW	'h @\$0.01466/kWh	\$3.96	
Clean Energy Transition Mechanism	270 kW	'h @\$0.00036/kWh	\$0.10	
Storm Surcharge	270 kW	'h @\$0.00326/kWh	\$0.88	
Florida Gross Receipt Tax			\$0.73	
Lighting Charges				\$514.31
<b>Current Month's Electric Ch</b>	arges			\$514.31



tampaelectric.com

Account: Statement Date: 221008339758

05/02/23

#### Details of Charges - Service from 03/08/23 to 04/05/23

Service for: US HWY 301 S VILLAGE K, WIMAUMA, FL 33598

		\$692.37
		\$692.37
	\$0.77	
285 kWh @\$0.00326/kWh	\$0.93	
285 kWh @\$0.00036/kWh	\$0.10	
285 kWh @\$0.01466/kWh	\$4.18	
285 kWh @\$0.05169/kWh	\$14.73	
15 Poles	\$416.85	
15 Fixtures	\$244.80	
285 kWh @\$0.03511/kWh	\$10.01	
) for 29 days		
	285 kWh @ \$0.03511/kWh 15 Fixtures 15 Poles 285 kWh @ \$0.05169/kWh 285 kWh @ \$0.01466/kWh 285 kWh @ \$0.00036/kWh	285 kWh @ \$0.03511/kWh       \$10.01         15 Fixtures       \$244.80         15 Poles       \$416.85         285 kWh @ \$0.05169/kWh       \$14.73         285 kWh @ \$0.01466/kWh       \$4.18         285 kWh @ \$0.00036/kWh       \$0.10         285 kWh @ \$0.00326/kWh       \$0.93





tampaelectric.com

Account: Statement Date: 221008339766

#### 05/02/23

#### Details of Charges - Service from 03/08/23 to 04/05/23

Service for: US HWY 301 S VILLAGE M, WIMAUMA, FL 33598

Lighting Service Items LS-1 (Bright C	hoices)	for 29 days			
Lighting Energy Charge		608 kWh	@ \$0.03511/kWh	\$21.35	
Fixture & Maintenance Charge		32 Fixtures		\$522.24	
Lighting Pole / Wire		32 Poles		\$889.28	
Lighting Fuel Charge		608 kWh	@ \$0.05169/kWh	\$31.43	
Storm Protection Charge		608 kWh	@ \$0.01466/kWh	\$8.91	
Clean Energy Transition Mechanism		608 kWh	@ \$0.00036/kWh	\$0.22	
Storm Surcharge		608 kWh	@ \$0.00326/kWh	\$1.98	
Florida Gross Receipt Tax				\$1.64	
Lighting Charges					\$1,477.05
Current Month's Electric Chai	rges				\$1,477.05



tampaelectric.com

Account: Statement Date:

221008348866 05/02/23

#### Details of Charges - Service from 03/09/23 to 04/06/23

Service for: US HWY 301 S VILLAGE E, WIMAUMA, FL 33598

Lighting Service Items LS-1 (Bright Choices)	for 29 days	
Lighting Energy Charge	190 kWh @\$0.03511/kWh	\$6.67
Fixture & Maintenance Charge	10 Fixtures	\$163.20
Lighting Pole / Wire	10 Poles	\$277.90
Lighting Fuel Charge	190 kWh @\$0.05169/kWh	\$9.82
Storm Protection Charge	190 kWh @\$0.01466/kWh	\$2.79
Clean Energy Transition Mechanism	190 kWh @\$0.00036/kWh	\$0.07
Storm Surcharge	190 kWh @\$0.00326/kWh	\$0.62
Florida Gross Receipt Tax		\$0.51
Lighting Charges		\$461.58
Current Month's Electric Charges		\$461.58





tampaelectric.com

Account: Statement Date: 221008348874

05/02/23

#### Details of Charges - Service from 03/09/23 to 04/06/23

Service for: US HWY 301 S VILLAGE L, WIMAUMA, FL 33598

Lighting Service Items LS-1 (Bright Choic	es) for 29 days	
Lighting Energy Charge	608 kWh @\$0.03511/kWh	\$21.35
Fixture & Maintenance Charge	32 Fixtures	\$522.24
Lighting Pole / Wire	32 Poles	\$889.28
Lighting Fuel Charge	608 kWh @\$0.05169/kWh	\$31.43
Storm Protection Charge	608 kWh @\$0.01466/kWh	\$8.91
Clean Energy Transition Mechanism	608 kWh @\$0.00036/kWh	\$0.22
Storm Surcharge	608 kWh @\$0.00326/kWh	\$1.98
Florida Gross Receipt Tax		\$1.64
Lighting Charges	_	\$1,477.05
Current Month's Electric Charges	6	\$1,477.05



# **ACCOUNT INVOICE**

tampaelectric.com

Account: Statement Date:

221008438154 05/02/23

#### Details of Charges - Service from 03/09/23 to 04/06/23

Service for: 17980 US HWY 301, WIMAUMA, FL 33598

Rate Schedule: General Service - Non Demand

Meter Re Number Re	ad Date	Current Reading	-	Previous = Reading =	Total	Used	Multiplier	<b>Billing Period</b>
1000853654 04/	06/23	4,125		3,390	735	kWh	1	29 Days
Daily Basic Service	Charge		29 days	@ \$0.75000	\$21.75		Tampa Elect	ric Usage History
Energy Charge			735 kWh	@ \$0.07990/kWh	\$58.73			lours Per Day
Fuel Charge			735 kWh	@ \$0.05239/kWh	\$38.51		(Average	)
Storm Protection Ch	narge		735 kWh	@ \$0.00400/kWh	\$2.94		APR 2023 MAR	
Clean Energy Trans	ition Mechanism		735 kWh	@ \$0.00427/kWh	\$3.14		FEB	23
Storm Surcharge			735 kWh	@ \$0.01061/kWh	\$7.80		JAN DEC	18
Florida Gross Rece	ipt Tax				\$3.41		NOV	14
Electric Service Co	ost					\$136.28	OCT SEP 6	9
<b>Current Month</b>	's Electric Char	ges				\$136.28	AUG 5	
							JUN 2	
							MAY 0 APR	
							APR 2022 0.2	

Miscellaneous Credits	
Interest for Cash Security Deposit	-\$7.54
Total Current Month's Credits	-\$7.54





# **ACCOUNT INVOICE**

tampaelectric.com

Account: Statement Date: 221008439970

05/02/23

#### Details of Charges – Service from 03/09/23 to 04/06/23

Service for: US HWY 301 S VILLAGE G, WIMAUMA, FL 33598

**Rate Schedule: Lighting Service** 

Lighting Service Items LS-1 (Bright Choices) f	or 29 days	
Lighting Energy Charge	513 kWh @\$0.03511/kWh	\$18.01
Fixture & Maintenance Charge	27 Fixtures	\$440.64
Lighting Pole / Wire	27 Poles	\$750.33
Lighting Fuel Charge	513 kWh @\$0.05169/kWh	\$26.52
Storm Protection Charge	513 kWh @\$0.01466/kWh	\$7.52
Clean Energy Transition Mechanism	513 kWh @\$0.00036/kWh	\$0.18
Storm Surcharge	513 kWh @\$0.00326/kWh	\$1.67
Florida Gross Receipt Tax		\$1.38
Lighting Charges		\$1,246.25
Current Month's Electric Charges		\$1,246.25



# **ACCOUNT INVOICE**

tampaelectric.com

Account: Statement Date:

221008657597 05/02/23

#### Details of Charges - Service from 03/09/23 to 04/06/23

Service for: 5161 PLUMERIA DR, WIMAUMA, FL 33598

Rate Schedule: General Service - Non Demand

Meter Location: IRRIGATION

Meter Read Date Number	Current Reading	Previous Reading	Total Used	Multiplier	Billing Period
1000861704 04/06/23	44,888	41,257	3,631 kWh	1	29 Days
Daily Basic Service Charge	29 days	@ \$0.75000	\$21.75	Tampa Elect	ric Usage History
Energy Charge	3,631 kWh	@ \$0.07990/kWh	\$290.12		lours Per Day
Fuel Charge	3,631 kWh	@ \$0.05239/kWh	\$190.23	(Average	)
Storm Protection Charge	3,631 kWh	@ \$0.00400/kWh	\$14.52	APR 2023 MAR	125
Clean Energy Transition Mechanism	3,631 kWh	@ \$0.00427/kWh	\$15.50	FEB	161
Storm Surcharge	3,631 kWh	@ \$0.01061/kWh	\$38.52	JAN DEC	142
Florida Gross Receipt Tax			\$14.63	NOV	153
Electric Service Cost			\$585.27	OCT SEP	141
<b>Current Month's Electric Charg</b>	es		\$585.27	AUG JUL	175
Miscellaneous Adjustments			\$7.54		
Total Current Month's Charg	es		\$9,672.68		





A-TECH Consulting, Inc. 3901 W. Osborne Avenue Tampa, Florida 33614

# \*\*\* Invoice \*\*\*

DATE	INVOICE #
5/18/2023	27355
TERMS	DUE DATE

P.O. NUMBER

BILL TO

The Rogers Group 710 E. Reynolds St. Plant City, FL 33563

Invoice Questions Please Call

813-887-1178

QTY	DESCRIPTION		AMOUNT
	ATECH PROJECT NUMBER: 14014 PROJECT NAME: Berry Bay PROJECT LOCATION: Largo, Florida		
	ACCESS CONTROL FOBS:		
	700 - PAXTON - 010-170-US - ACCESS CONTROL KEY FOBS		5,080.00
	Tax Exempt Certificate #85-8018059644C-0		
Contact: J.D. (P) 813-887-2		Sales Tax (7.5%)	\$0.00
(Cell) 813-47	7-1688	Total	\$5,080.00
	State of Florida Alarm Contractors License # EG13000338 o standard terms and conditions, available at www.atechtampa.com	Balance Due	\$5,080.00
240,000			

# CHECK REQUEST FORM Berry Bay

Date:	5/8/2023
Invoice#:	05052023-1
Vendor#:	V00022
Vendor Name:	Berry Bay
Pay From:	Truist Acct# 6498
Description:	Series 2021 - FY 23 Tax Dist. ID 620
Code to:	202.103200.1000
Amount:	\$1,288.17
Requested By:	5/8/2023 Teresa Farlow

# **BERRY BAY CDD** DISTRICT CHECK REQUEST

Today's Date	5/5/2023
Check Amount	\$1,288.17
Payable To	Berry Bay CDD
<b>Check Description</b>	Series 2021 - FY 22 Tax Dist. ID 620
Special Instructions	Do not mail. Please give to Eric Davidson

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

Eric

Authorization

DM				
Fund		001		_ :
G/L				
Object	Code			
Chk	#		Date	

M
1:45F
23 0
05/20:
1 05/(
- Rur
-2023
2-08-
)-2023 dated 05-0
23 da
0-202
04-3
23 to
01-20
3 - for 04-01-2023 to 04-30-2023 dated 05-08-2023 - F
R - fo
ΥEA
URRENT YEAR
cur
- Yor
Agei
yd no
ibutic
Distrit
ector - D
le I
Тах С
unty
Jh Co
oroug
lillsbo
<u> </u>

Distribution Category	Distribution ID	Act System Num	Funding Agency	Тах	Fees	Penalty	Interest	Discount	Allocated	Commission	Distributed Amt
Real Estate Installment	620	DN022141	K-BAR II CDD	2,323.24	00.0	0.00	69.70	0.00	2,392.94	47.86	2,345.08
Real Estate Current, Real Estate Installment	620	DN022141	K-BAR II CDD	10,700.96	0.00	0.00	247.99	0.00	10,948.95	218.98	10,729.97
Real Estate Current	620	DN022142	WATERSET CENTRAL CDD	6,436.87	00.0	00.0	193.11	0.00	6,629.98	132.60	6,497,38
Real Estate Instaltment	620	DN022142	WATERSET CENTRAL CDD	639.79	0.00	0 00	19,19	00'0	658.98	13.18	645.80
Real Estate Current, Real Estate Installment	620	DN022142	WATERSET CENTRAL CDD	7,076.66	0.00	0.00	212.30	0.00	7,288.96	145.78	7,143.18
Real Estate Current	620	DN022143	TOUCHSTONE CDD	7,176.22	00.0	0.00	215.28	0.00	7,391.50	147.83	7,243.67
Real Estate Installment	620	DN022143	TOUCHSTONE CDD	513.87	00.0	00.0	15.42	0.00	529.29	10.59	518.70
Real Estate Current, Real Estate Installment	620	DN022143	TOUCHSTONE CDD	7,690.09	0.00	0.00	230.70	0.00	7,920.79	158.42	7,762.37
Real Estate Current	620	DN022144	VENTANA CDD	2,612.02	0.00	0.00	78.36	0.00	2,690.38	53.81	2,636.57
Real Estate Installment	620	DN022147	BOYETTE PARK CDD	217.66	0.00	0.00	6.53	0.00	224.19	4.49	219.70
Real Estate Current	620	DN022149	CYPRESS MILL CDD	3,652.17	0.00	0.00	109.56	0.00	3,761.73	75.24	3,686.49
Real Estate Current	620	DN022151	SHELL POINT CDD	4,991.50	00.0	0.00	149.74	0.00	5,141.24	102.82	5,038.42
Real Estate Current	620	DN022154	FISHHAWK RANCH CDD	19,208.49	00.0	0.00	417.46	00.0	19,625.95	392.52	19,233.43
Real Estate Installment	620	DN022154	FISHHAWK RANCH CDD	1,011,74	00.0	00'0	30.35	00.0	1,042.09	20.84	1,021.25
Real Estate Current, Real Estate Installment	620	DN022154	FISHHAWK RANCH CDD	20,220.23	0.00	0.00	447.81	0.00	20,668.04	413.36	20,254.68
Real Estate Current	620	DN022158	BELMOND RESERVE CDD	5,914.06	0.00	0.00	88.71	0.00	6,002.77	120.05	5,882.72
Real Estate Current	620	DN022159	HAWKSTONE CDD	10,844.68	0.00	0.00	236.61	00.0	11,081.29	221.62	10,859.67
Real Estate Installment	620	DN022159	HAWKSTONE CDD	1,033.64	00.0	0.00	31.01	0.00	1,064.65	21,30	1,043.35
Real Estate Current, Real Estate Installment	620	DN022159	HAWKSTONE CDD	11,878.32	0.00	00.0	267.62	00.0	12,145.94	242.92	11,903.02
Real Estate Current	620	DN022160	BERRY BAY CDD	1,996.18	0.00	0.00	59.88	0.00	2,056.06	41.12	2,014.94
Real Estate Current	620	DNPCFGFA	FLORIDA GREEN FINANCE AUTHORITY	9,169.29	0.00	00.0	316.10	0.00	9,485.39	189.71	9,295.68

# BERRY BAY CDD

# TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE FISCAL YEAR 2023, TAX YEAR 2022

	Dollar Amounts	Fiscal Year 2023 Percent:	ntages
Net O&M	561,574.80	36.069%	0.360700
Net DS	995,377.48	63.931%	0.639300
Net Total	1,556,952.28	100.0000%	1.000000

Raw Numbers         Rounded         Proof         Distribution Number & 021 Debt Service           2021 Debt Service         2021 Debt Service         2021 Debt Service         Date Transferred           562.99         997.88         997.88         -         598           562.94         3.001.59         -         599           17.35         30.75         30.75         -         598           17.35         3.001.59         -         603         603           265.84         533,980.96         533,980.96         -         603           265.84         533,980.96         533,980.96         -         603           265.84         533,980.96         533,980.96         -         603           265.84         242,411.89         -         603         -           265.84         230,625.56         30,635.56         -         610           276.77         1,288.17         1,288.17         -         613           276.77         1,288.17         1,288.17         -         613           276.77         1,288.17         1,288.17         -         613           276.77         1,288.17         1,288.17         -         613			36.07%	36.07%	63.93%	63.93%			
1162002         1,660.87         562.99         562.99         562.99         562.99         562.99         562.99         562.99         562.99         562.99         562.99         562.99         573.3         507.5         5         599         597.88         597.88         597.88         597.88         597.87         599         599         599         599         500.50         500.50         53.590.96         5         599	Date Received	Amount Received		Rounded Operations Revenue, Occupied Units	Raw Numbers 2021 Debt Service Revenue	Rounded 2021 Debt Service Revenue	Proof	Distribution Number & Date Transferred	Payments (CDD check#)
1/22/2022         48.10         17.35         17.35         17.35         30.75         30.75         5         599         509         509         509         509         509         509         500	11/16/2022	1,560.87	562.99	562.99	997.88	997.88	1	598	249
12.66.20.2 $4.695.03$ $1.693.44$ $1.693.44$ $1.693.44$ $1.693.44$ $3.001.59$ $2$ $6.02$	11/22/2022	48.10		17.35	30.75	30.75		599	
2137002         835,243.80         301,262.84         301,262.84         533,980.96         5         64         64           1/57023         136,764.61         136,764.61         136,764.61         242,411.89         2,22,411.89         5         604         1           232023         47903.98         17,278.42         17,278.42         30,625.56         5         606         1           237023         280,821.41         101,289.06         101,289.06         101,289.06         179,533.35         179,533.35         5         610         1           5/52023         2,014.94         726.77         12,288.17         1,288.17         1,9,533.35         5         613         1           5/52023         2,014.94         726.77         12,288.17         1,29,533.35         5         613         1           5/52023         2,014.94         726.77         1,288.17         1,29,533.35         5         613         1	12/6/2022	4,695.03	1,693.44	1,693.44	3,001.59	3,001.59	r	602	252
1/5/2023         379,176.50         136,764.61         136,764.61         242,411.89         242,411.89         -         606         60           2372023         47,903.98         11,7278.42         17,278.42         30,625.56         -         610         7           2372023         280,821.41         101,289.06         101,289.06         17,573.23         19,553.23         -         610         7           5/5/2023         2,014.94         726.77         726.77         1,288.17         1,288.17         -         610         7           5/5/2023         2,014.94         726.77         726.77         1,288.17         1,288.17         -         610         7           5/5/2023         2,014.94         726.77         726.77         1,288.17         -         610         7           5/5/2023         2,014.94         726.77         726.77         1,288.17         -         610         7	12/13/2022	835,243.80	301,262.84	301,262.84	533,980.96	533,980.96	ı	604	267
2/3/2023       47,903.98       17,278,42       17,278,42       30,625.56       -       610       610         3/2/2023       280,821.41       101,289.06       179,532.35       179,532.35       -       613          3/2/2023       2,014.94       716.77       712,88.17       1,288.17       -       613           5/5/2023       2,014.94       716.77       716.77       1,288.17       -       613	1/5/2023	379,176.50	136,764.61	136,764.61	242,411.89	242,411.89		606	278
3222023         280,821.41         101,289.06         101,289.06         179,532.35         1         613         613           5/5/2023         2,014.94         726.77         726.77         1,288.17         1,288.17         -         613         620         1           5/5/2023         2,014.94         726.77         726.77         1,288.17         -         613         1           5/5/2023         2,014.94         726.77         -         726.77         1,288.17         -         620         1           1         2,014.94         -         -         -         -         -         620         1         1           1         1         1         2,014.94         -	2/3/2023	47,903.98	17,278.42	17,278.42	30,625.56	30,625.56	ł	610	280
	3/2/2023	280,821.41	101,289.06	101,289.06	179,532.35	179,532.35		613	297
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	5/5/2023	2,014.94	726.77	726.77	1,288.17	1,288.17	1	620	
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$			1			•			
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$							1		
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$					I		t		
Image: Constraint of the system         Image: Constra							ı		
1/551,464.63         559,595.47         559,595.48         991,869.16         991,869.16         991,869.15           al on Roll         1,556,952.28         559,595.48         991,869.16         991,869.15         995,377.48           on Surplus /         (5,487.65)         (5,487.65)         (1,979.32)         (1,979.32)         (3,508.33)							ı		
1,551,464.63         559,595.47         559,595.48         991,869.16         9           al on Roll         1,556,952.28         561,574.80         991,869.16         9           on Surplus /         (5,487.65)         (1,979.32)         (1,979.32)         1			1	1	·		ŧ		
al on Roll 1,556,952.28 561,574.80 9 on Surplus / (5,487.65) (1.979.32)	TOTAL	1,551,464.63	559,595.47	559,595.48	991,869.16	991,869.15			
on Surplus / (5,487.65) (1.979.32)	Net Total on Roll	1,556,952.28		561,574.80		995,377.48			
	Collection Surplus / (Deficit)	(5,487.65)		(1.979.32)		(3.508.33)			

# <u>CHECK REQUEST FORM</u> <u>Berry Bay</u>

Date:	5/17/2023	
Invoice#:	05172023-1	
Vendor#:	V00022	
Vendor Name:	Berry Bay	
Pay From:	Truist Acct# 6498	
Description:	Series 2021 - FY 23 DS Asssessment	
Code to:	202.103200.1000	
Amount:	\$28,234.91	
Requested By:	Teresa Farlow	5/17/2023

# **BERRY BAY CDD** DISTRICT CHECK REQUEST

Today's Date	5/17/2023
Check Amount	<u>\$28,234.91</u>
Payable To	BERRY BAY CDD
<b>Check Description</b>	Series 2023 - FY23 DS assessment
Special Instructions	Do not mail. Please give to Eric

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

Authorization

DM		
Fund	001	
G/L	<u>20702</u>	
Object Co	de	
Chk	#Date	

Date: 5/17/2023 To: Teresa From: Eric

RE: Off-Roll: Deposit to O&M Account FY 2023

#### I. Please deposit to O&M account II. Please process Due to Debt Service distribution

Check	Number	Date	Amount
	581027750	5/15/2023	\$1,316.34
	581027750	5/15/2023	\$13,032.76

#### Total Deposit - Off roll: \$ 14,349.10

#### LENNAR - POD D

			ion of Proceeds Collected Off Roll	
Date	Lot / Block #		Address	FY 2023 O&M Obligation
5/15/2023	4 lots	50'	TBD	
5/15/2023	33 lots	60'	TBD	\$13,032.76

# Berry Bay Community Development District

Lot	Lot	Address	Closing Date	Total	0&M	SU	Dranownant	D&M Chool: # DS Chool: #	DC Chaol: #	Check	
Size	Number			Assessment		2	тераушени	OCCIM CHECK #	DS CHECK #	O&M	Date DS
50'	4 lots	TBD	5/15/2023	\$3,906.70	\$1,316.34	\$2,590.36		581027750	581027750	5/15/2023	5/15/2023
60'	33 lots	TBD	5/15/2023	\$38,677.31	\$13,032.76	\$25,644.55		581027750	581027750	5/15/2023	
											1
				S42,584.01	\$14,349.10	\$28,234.91	\$0,00				

FOLIO TBD TBD Prepared By: ALyalina Page 4 of 4



#### Bill To: Berry Bay CDD c/o Inframark 2005 Pan Am Circle, Suite 300 Tampa, FL 33607

Property Name: Berry Bay CDD

#### INVOICE

INVOICE #	INVOICE DATE
SS 505057	3/28/2023
TERMS	PO NUMBER
Net 30	

#### Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date: April 27, 2023 Invoice Amount: \$1,105.80

Description	Current Amount
Turf Replacement Due to Hog Damage	
Sod Installation	\$1,105.80

Invoice Total

\$1,105.80

# IN COMMERCIAL LANDSCAPING

Should you have any questions or inquiries please call (386) 437-6211.

# Berry Bay Community Development District

Financial Statements (Unaudited)

Period Ending May 31, 2023

Prepared by:



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

Balance Sheet

As of May 31, 2023

(In Whole Numbers)

							SERIES 2021	5	SERIES 2022	(	GENERAL		GENERAL ONG-TERM		
			-	IES 2021	-	RIES 2022	CAPITAL		CAPITAL		ED ASSETS		DEBT		
	G	ENERAL				T SERVICE	PROJECTS		PROJECTS						
ACCOUNT DESCRIPTION		FUND	I	UND		FUND	FUND		FUND	GI		GF			TOTAL
ASSETS															
Cash - Operating Account	\$	304,040	\$	-	\$	-	\$-	\$	-	\$	-	\$	-	\$	304,040
Cash in Transit		-		29,523		-	-		-		-		-		29,523
Due From Other Funds		28,204		484,924		-	-		-		-		-		513,128
Investments:															
Acq. & Construction - Amenity		-		-		-	606,281		-		-		-		606,281
Acq. & Construction - Master		-		-		-	1		-		-		-		1
Acquisition & Construction Account		-		-		-	-		5,626,157		-		-		5,626,157
Construction Fund		-		-		-	11,148		-		-		-		11,148
Construction Fund Custody		-		-		-	65,270		-		-		-		65,270
Cost of Issuance Fund		-		-		-	-		175,950		-		-		175,950
Reserve Fund		-		497,689		448,859	-		-		-		-		946,548
Revenue Fund		-		324,078		-	-		-		-		-		324,078
Sinking fund		-		-		321	-		-		-		-		321
Fixed Assets															
Equipment and Furniture		-		-		-	-		-		122,485		-		122,485
Construction Work In Process		-		-		-	-		-		18,293,605		-		18,293,605
Amount Avail In Debt Services		-		-		-	-		-		-		497,448		497,448
Amount To Be Provided		-		-		-	-		-		-		23,019,918		23,019,918
TOTAL ASSETS	\$	332,244	\$	1,336,214	\$	449,180	\$ 682,700	\$	5,802,107	\$	18,416,090	\$	23,517,366	\$	50,535,901
<u>LIABILITIES</u>															
Accounts Payable	\$	41,308	\$	-	\$	-	\$-	\$	-	\$	-	\$	-	\$	41,308
Bonds Payable		-		-	-	-	-	-	-		-		17,087,366	-	17,087,366
Bonds Payable - Series 2023		-		-		-	-		-		-		6,430,000		6,430,000
Due To Other Funds		-		-		-	513,128		-		-		-		513,128
TOTAL LIABILITIES		41,308		-		-	513,128		-		-		23,517,366		24,071,802

Balance Sheet

#### As of May 31, 2023

(In Whole Numbers)

							GENERAL	
				SERIES 2021	SERIES 2022	GENERAL	LONG-TERM	
		SERIES 2021	SERIES 2022	CAPITAL	CAPITAL	FIXED ASSETS	DEBT	
	GENERAL	DEBT SERVICE	DEBT SERVICE	PROJECTS	PROJECTS	ACCOUNT	ACCOUNT	
ACCOUNT DESCRIPTION	FUND	FUND	FUND	FUND	FUND	GROUP FUND	GROUP FUND	TOTAL
FUND BALANCES								
Restricted for:								
Debt Service	-	1,336,214	449,180	-	-	-	-	1,785,394
Capital Projects	-	-	-	169,572	5,802,107	-	-	5,971,679
Unassigned:	290,936	-	-	-	-	18,416,090	-	18,707,026
TOTAL FUND BALANCES	290,936	1,336,214	449,180	169,572	5,802,107	18,416,090	-	26,464,099
TOTAL LIABILITIES & FUND BALANCES	\$ 332,244	\$ 1,336,214	\$ 449,180	\$ 682,700	\$ 5,802,107	\$ 18,416,090	\$ 23,517,366	50,535,901

Statement of Revenues, Expenditures and Changes in Fund Balances

#### For the Period Ending May 31, 2023 General Fund (001) (In Whole Numbers)

ACCOUNT DESCRIPTION	A	ANNUAL ADOPTED BUDGET		AR TO DATE ACTUAL		RIANCE (\$) AV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES							
Special Assmnts- Tax Collector	\$	786,949	\$	559,595	\$	(227,354)	71.11%
Special Assmits CDD Collected	Ψ	700,343	Ψ	70,232	Ψ	70,232	0.00%
Developer Contribution		_		2,232		2,232	0.00%
Other Miscellaneous Revenues				1,050		1,050	0.00%
TOTAL REVENUES		786,949		633,109		(153,840)	80.45%
		700,343		033,103		(155,040)	00.4378
EXPENDITURES							
Administration							
Supervisor Fees		12,000		4,800		7,200	40.00%
ProfServ-Trustee Fees		4,100		4,291		(191)	104.66%
Disclosure Report		4,200		3,150		1,050	75.00%
District Counsel		10,000		15,357		(5,357)	153.57%
District Engineer		7,500		3,388		4,112	45.17%
District Manager		36,000		33,600		2,400	93.33%
Accounting Services		4,500		4,375		125	97.22%
Auditing Services		4,900		-		4,900	0.00%
Website Compliance		2,000		1,500		500	75.00%
Postage, Phone, Faxes, Copies		250		214		36	85.60%
Public Officials Insurance		2,329		2,504		(175)	107.51%
Legal Advertising		2,500		1,209		1,291	48.36%
Bank Fees		250		15		235	6.00%
Website Administration		1,500		1,125		375	75.00%
Miscellaneous Expenses		200		-		200	0.00%
Office Supplies		200		-		200	0.00%
Dues, Licenses, Subscriptions		175		175		-	100.00%
Total Administration		92,604		75,703		16,901	81.75%

#### Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2023 General Fund (001) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	R TO DATE	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Electric Utility Convises				
Electric Utility Services	05 000	E 074	50,000	0.00%
Utility - Electric	65,000	5,371	59,629	8.26%
Utility - StreetLights	150,000	 79,611	70,389	53.07%
Total Electric Utility Services	215,000	84,982	130,018	39.53%
Other Physical Environment				
Waterway Management	25,000	19,003	5,997	76.01%
Contracts-Pools	25,000	12,230	12,770	48.92%
Contracts - Landscape	295,000	33,577	261,423	11.38%
Janitorial Services & Supplies	10,000	787	9,213	7.87%
Insurance - Property & Casualty	30,000	13,798	16,202	45.99%
Landscape Maintenance	94,345	91,854	2,491	97.36%
Total Other Physical Environment	479,345	 171,249	308,096	35.73%
TOTAL EXPENDITURES	786,949	331,934	455,015	42.18%
Excess (deficiency) of revenues				
Over (under) expenditures		301,175	301,175	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)		(10,239)		
FUND BALANCE, ENDING		\$ 290,936		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2023 Series 2021 Debt Service Fund (202) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET		YEAR TO DATE ACTUAL		RIANCE (\$) AV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	
REVENUES							
Interest - Investments	\$ -	\$	25,786	\$	25,786	0.00%	
Special Assmnts- Tax Collector	991,356		991,869		513	100.05%	
Special Assmnts- CDD Collected	-		280,652		280,652	0.00%	
TOTAL REVENUES	991,356		1,298,307		306,951	130.96%	
EXPENDITURES Debt Service							
Principal Debt Retirement	360,000		360,000		-	100.00%	
Interest Expense	631,356		636,081		(4,725)	100.75%	
Total Debt Service	991,356		996,081		(4,725)	100.48%	
TOTAL EXPENDITURES	991,356		996,081		(4,725)	100.48%	
Excess (deficiency) of revenues Over (under) expenditures	-		302,226		302,226	0.00%	
FUND BALANCE, BEGINNING (OCT 1, 2022)			1,033,988				
FUND BALANCE, ENDING		\$	1,336,214				

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2023 Series 2022 Debt Service Fund (203) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	 YEAR TO DATE ACTUAL		RIANCE (\$) V(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$-	\$ 3,105	\$	3,105	0.00%
TOTAL REVENUES	-	3,105		3,105	0.00%
EXPENDITURES					
Debt Service					
Interest Expense		 51,373		(51,373)	0.00%
Total Debt Service		 51,373		(51,373)	0.00%
TOTAL EXPENDITURES	-	51,373		(51,373)	0.00%
Excess (deficiency) of revenues					
Over (under) expenditures		 (48,268)		(48,268)	0.00%
OTHER FINANCING SOURCES (USES)					
Interfund Transfer - In	-	497,448		497,448	0.00%
TOTAL FINANCING SOURCES (USES)	-	497,448		497,448	0.00%
Net change in fund balance	\$ -	\$ 449,180	\$	449,180	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)		-			
FUND BALANCE, ENDING		\$ 449,180			

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2023 Series 2021 Capital Projects Fund (302) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	ADOPTED YEAR TO DATE		VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ -	\$	19,356	\$ 19,356	0.00%
TOTAL REVENUES	-		19,356	19,356	0.00%
EXPENDITURES					
Construction In Progress				<i>/- ·</i> ·	
Construction in Progress	-		618,366	(618,366)	0.00%
Total Construction In Progress			618,366	(618,366)	0.00%
TOTAL EXPENDITURES	-		618,366	(618,366)	0.00%
Excess (deficiency) of revenues					
Over (under) expenditures			(599,010)	(599,010)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)			768,582		
FUND BALANCE, ENDING		\$	169,572		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2023 Series 2022 Capital Projects Fund (303) *(In Whole Numbers)* 

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL		VARIANCE (\$) FAV(UNFAV)		YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES						
Interest - Investments	\$ -	\$	12,307	\$	12,307	0.00%
TOTAL REVENUES	-		12,307		12,307	0.00%
EXPENDITURES						
Debt Service						
DS Costs-Miscellaneous	-		14,152		(14,152)	0.00%
Underwriters Discount	-		128,600		(128,600)	0.00%
Total Debt Service	-		142,752		(142,752)	0.00%
TOTAL EXPENDITURES	-		142,752		(142,752)	0.00%
Excess (deficiency) of revenues						
Over (under) expenditures	-		(130,445)		(130,445)	0.00%
OTHER FINANCING SOURCES (USES)						
Interfund Transfer - In	-		5,932,552		5,932,552	0.00%
TOTAL FINANCING SOURCES (USES)	-		5,932,552		5,932,552	0.00%
Net change in fund balance	<u>\$</u> -	\$	5,802,107	\$	5,802,107	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)			-			
FUND BALANCE, ENDING		\$	5,802,107			

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2023 General Fixed Assets Account Group Fund (900) *(In Whole Numbers)* 

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
TOTAL REVENUES	-	-	-	0.00%
EXPENDITURES				
TOTAL EXPENDITURES	-	-	-	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-			0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)		18,416,090		
FUND BALANCE, ENDING		\$ 18,416,090		

#### **BERRY BAY CDD**

Bank Reconciliation

Bank Account No. Statement No.	6498 05-23	TRUIST - GF Operating		
Statement Date	5/31/2023			
G/L Balance (LCY)	304,040.04		Statement Balance	304,040.04
G/L Balance	304,040.04		Outstanding Deposits	0.00
Positive Adjustments	0.00		-	
			Subtotal	304,040.04
Subtotal	304,040.04		Outstanding Checks	0.00
Negative Adjustments	0.00		Differences	0.00
Ending G/L Balance	304,040.04		Ending Balance	304,040.04

Difference

0.00

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Checks						
2/16/2023	Payment	288	RYAN MOTKO	200.00	200.00	0.00
3/16/2023	Payment	303	RYAN MOTKO	200.00	200.00	0.00
4/27/2023	Payment	310	CARLOS DE LA OSSA	200.00	200.00	0.00
4/27/2023	Payment	311	INFRAMARK LLC	4,874.21	4,874.21	0.00
4/27/2023	Payment	312	NICHOLAS J. DISTER	200.00	200.00	0.00
4/27/2023	Payment	312	RYAN MOTKO	200.00	200.00	0.00
4/27/2023	Payment	314	STRALEY ROBIN VERICKER	3,490.26	3,490.26	0.00
4/27/2023	Payment	315	TECO	3,186.23	3,186.23	0.00
4/27/2023	Payment	316	U.S. BANK	4,040.63	4,040.63	0.00
5/4/2023	Payment	317	KELLY ANN EVANS	200.00	200.00	0.00
5/4/2023	Payment	318	SUNRISE LANDSCAPE	12,683.83	12,683.83	0.00
5/4/2023	Payment	319	SWINE SOLUTIONS	1,550.00	1,550.00	0.00
5/10/2023	Payment	320	BERRY BAY CDD	1,288.17	1,288.17	0.00
5/11/2023	Payment	320	CARLOS DE LA OSSA	200.00	200.00	0.00
5/11/2023	Payment	322	FIRST CHOICE AQUATIC WEED MANAGME	2,417.00	2,417.00	0.00
5/11/2023	Payment	323	INFRAMARK LLC	4,860.90	4,860.90	0.00
5/11/2023	Payment	323	KELLY ANN EVANS	200.00	200.00	0.00
5/11/2023	Payment	325	NICHOLAS J. DISTER	200.00	200.00	0.00
5/11/2023	Payment	326	RYAN MOTKO	200.00	200.00	0.00
5/11/2023	Payment	320	STRALEY ROBIN VERICKER	2,075.90	2,075.90	0.00
5/11/2023	Payment	328	SUNRISE LANDSCAPE	12,683.83	12,683.83	0.00
5/18/2023		329	BERRY BAY CDD	28,234.91	28,234.91	0.00
	Payment			,	,	
5/31/2023	Payment	DD116	Payment of Invoice 000345	9,665.14	9,665.14	0.00
5/31/2023		JE000133	Return deposit item -key fob - Rosado	50.00	50.00	0.00
Total Chec	ks			93,101.01	93,101.01	0.00

#### Total Checks

Deposits

5/17/2023	JE000081	CK#581027750######## - DS	G/L Ac	42,584.01	42,584.01	0.00
5/23/2023	JE000090	CK#1302### - Key	G/L Ac	25.00	25.00	0.00
5/23/2023	JE000091	MO####################################	G/L Ac	25.00	25.00	0.00
5/23/2023	JE000092	CK#780## - Keys	G/L Ac	75.00	75.00	0.00
5/23/2023	JE000093	MO####################################	G/L Ac	25.00	25.00	0.00
5/23/2023	JE000094	CK#1024### - Keys	G/L Ac	50.00	50.00	0.00

#### **BERRY BAY CDD**

Bank Reconciliation

Posting Date	Document Type	Document No.	Description		Amount	Cleared Amount	Difference
5/23/2023		JE000095	CK#2665### - Key	G/L Ac	25.00	25.00	0.00
5/23/2023		JE000096	CK#2588### - Key	G/L Ac	25.00	25.00	0.00
5/23/2023		JE000097	CK#1089### - Keys	G/L Ac	50.00	50.00	0.00
5/23/2023		JE000098	CK#1065### - Keys	G/L Ac	75.00	75.00	0.00
5/23/2023		JE000099	CK#343## - Key	G/L Ac	25.00	25.00	0.00
5/23/2023		JE000100	CK#135## - Key	G/L Ac	25.00	25.00	0.00
5/23/2023		JE000101	CK#2244### - Key	G/L Ac	25.00	25.00	0.00
5/23/2023		JE000102	CK#141## - Key	G/L Ac	25.00	25.00	0.00
5/23/2023		JE000103	CK#1004### - Key	G/L Ac	25.00	25.00	0.00
5/23/2023		JE000104	CK#221## - Keys	G/L Ac	50.00	50.00	0.00
5/23/2023		JE000105	CK#464## - Key	G/L Ac	25.00	25.00	0.00
5/23/2023		JE000106	CK#1472### - Key	G/L Ac	25.00	25.00	0.00
5/23/2023		JE000107	CK#1017### - Key	G/L Ac	25.00	25.00	0.00
5/23/2023		JE000108	MO################ - Key	G/L Ac	25.00	25.00	0.00
5/23/2023		JE000109	CK#1029### - Key	G/L Ac	25.00	25.00	0.00
5/23/2023		JE000110	CK#101## - Key	G/L Ac	25.00	25.00	0.00
5/23/2023		JE000111	CK#2225### - Key	G/L Ac	25.00	25.00	0.00
5/23/2023		JE000112	CK#217## - Keys	G/L Ac	75.00	75.00	0.00
5/23/2023		JE000113	CK#102## - Keys	G/L Ac	50.00	50.00	0.00
5/23/2023		JE000114	MO############### - Key	G/L Ac	25.00	25.00	0.00
5/23/2023		JE000115	CK#2708### - Keys	G/L Ac	50.00	50.00	0.00
5/23/2023		JE000116	MO############### - Key	G/L Ac	25.00	25.00	0.00
5/23/2023		JE000117	MO############# - Key	G/L Ac	25.00	25.00	0.00
5/23/2023		JE000118	CK#2207### - Keys	G/L Ac	75.00	75.00	0.00
5/23/2023		JE000119	CK#196## - Key	G/L Ac	25.00	25.00	0.00
5/23/2023		JE000120	CK#102## - Key	G/L Ac	25.00	25.00	0.00
5/8/2023		JE000134	Tax Revenue/ Debt Service	G/L Ac	2,014.94	2,014.94	0.00

Total Deposits

45,698.95

45,698.95

0.00

#### **MINFRAMARK** Inframark, LLC MONTHLY MAINTENANCE INSPECTION GRADESHEET Site: Berry Bay Date: Friday July 21, 2023 MAXIMUM VALUE CURRENT VALUE CURRENT DEDUCTION REASON FOR DEDUCTION AQUATICS DEBRIS 25 22 -3 Trash noticed in various ponds INVASIVE MATERIAL (FLOATING) 20 15 Various ponds have filamentous algae -5 INVASIVE MATERIAL (SUBMERSED) 20 17 -3 Marginal amount FOUNTAINS/AERATORS 20 20 0 NA DESIRABLE PLANTS 15 15 0 Good AMENITIES CLUBHOUSE INTERIOR 4 4 0 Good CLUBHOUSE EXTERIOR 3 0 3 Good POOL WATER 10 10 0 Good POOL TILES 10 10 0 Good POOL LIGHTS 5 5 0 Good POOL FURNITURE/EQUIPMENT 8 8 0 Good FIRST AID/SAFETY ITEMS 10 10 0 Good SIGNAGE (rules, pool, playground) 5 5 0 Good PLAYGROUND EQUIPMENT 5 5 0 Good RECREATIONAL FACILITIES 7 7 0 Good RESTROOMS 6 6 0 Good HARDSCAPE 10 10 NA 0 ACCESS & MONITORING SYSTEM 3 3 0 Good 3 IT/PHONE SYSTEM 3 0 Good TRASH RECEPTACLES 3 3 0 Good FOUNTAINS 8 8 0 NA MONUMENTS AND SIGNS CLEAR VISIBILITY (Landscaping) 25 25 0 Good PAINTING 25 25 0 Good CLEANLINESS 25 25 0 Good GENERAL CONDITION 25 25 0 Good

	Ir	nframa	rk, LLC	
MONTH	LY MAINTEI	NANCE II	NSPECTIO	N GRADESHEET
Site: Berry Bay				
Date: Friday July 21, 2023				
	MAXIMUM VALUE	CURRENT VALUE	CURRENT	REASON FOR DEDUCTION
HIGH IMPACT LANDSCAPING				
ENTRANCE MONUMENT	40	40	0	Good
RECREATIONAL AREAS	30	30	0	Good
SUBDIVISION MONUMENTS	30	30	0	NA
HARDSCAPE ELEMENTS				
WALLS/FENCING	15	15	0	Good
SIDEWALKS	30	30	0	Good
SPECIALTY MONUMENTS	15	15	0	ΝΑ
STREETS	25	25	0	Good
PARKING LOTS	15	15	0	Good
LIGHTING ELEMENTS				
STREET LIGHTING	33	33	0	Good
LANDSCAPE UP LIGHTING	22	22	0	Good
MONUMENT LIGHTING	30	30	0	<u>NA</u>
AMENITY CENTER LIGHTING	15	15	0	Good
GATES				
ACCESS CONTROL PAD	25	25		Good
OPERATING SYSTEM	25	25		Good
GATE MOTORS	25	25		NA
GATES	25	25		Good
SCORE	700	689	-11	98%
Manager's Signature:	Gary Schwartz			
Supervisor's Signature:				

**MINFRAMARK** 

Inframark, LLC

#### MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET

#### Site: Berry Bay

#### Date: Friday July 21, 2023

<u> </u>	-			
	MAXIMUM VALUE	CURRENT VALUE	CURRENT DEDUCTION	REASON FOR DEDUCTION
LANDSCAPE MAINTENANCE				
TURF	5	5	8	Good
	10	8	-2	Good overall except for an area of
				turf affected by an irrigation issue
TURF EDGING	5	5	0	Good
WEED CONTROL - TURF AREAS	5	5	0	Good
TURF INSECT/DISEASE CONTROL	10	10	0	Good
PLANT FERTILITY	5	5	0	Good
WEED CONTROL - BED AREAS	5	5	0	Good
PLANT INSECT/DISEASE CONTROL	5	5	0	Good
PRUNING	10	10	0	Good
CLEANLINESS	5	5	0	Good
MULCHING	5	5	0	Good
WATER/IRRIGATION MGMT	8	8	0	Good
CARRYOVERS	5	5	0	NA
SEASONAL COLOR/PERENNIAL MAINTENAN	ICE			
VIGOR/APPEARANCE	7	7	0	Good
INSECT/DISEASE CONTROL	7	7	0	<u>NA</u>
DEADHEADING/PRUNING	3	3	0	<u>NA</u>
	r		]	
SCORE	100	98	6	98%
Under Construction.				

Contractor Signature:

Manager's Signature:

Supervisor's Signature:

Gary Schwartz		



# BERRY BAY. CDD 7/20/23, 8:56 AM

Sunrise.

Thursday, July 20, 2023

Prepared For Board Of Supervisors.

83 Issues Identified



# BERRY GROVE BLVD.

Assigned To Sunrise.

The South side entrance facade is clean and looks good. Sunrise is scheduled to replace the missing Fern plants.



**BERRY GROVE BLVD.** Assigned To Sunrise. Heading East on the South sidewalk looks good. The Pentas flowers are healthy & look good.



#### 301

Assigned To Sunrise.

Heading South on the 301 sidewalk looks good.



### **BERRY GROVE BLVD.** Assigned To Sunrise. Heading East on the South side of the Blvd looks good.



#### BERRY GROVE BLVD.

Assigned To Angie.

Newly installed flag poles in the median. Angle is working on getting reimbursed for the turf damage.



#### BERRY GROVE BLVD.

Assigned To Sunrise.

The NE entrance facade is clean & looks good. Sunrise will replace a few Fern plants inside the planter.



### **BERRY GROVE BLVD.** Assigned To Sunrise. Sunrise will replace the dead Fern plants in the NE planter.



BERRY GROVE BLVD. Assigned To Sunrise. Sunrise is scheduled to replace the missing Fern plants on the NE entrance bed.



#### BERRY GROVE BLVD.

Assigned To Sunrise. Heading East on the North sidewalk looks good. The Pentas flowers are healthy & look good.

# 301

Assigned To Sunrise. Heading North on the 301 sidewalk looks good.





#### BERRY GROVE BLVD. Assigned To Sunrise.

Head East on the North side Blvd looks good.



# BERRY GROVE BLVD.

Assigned To Sunrise. Sunrise was instructed to investigate the turf fertility issues on the SW side of the Blvd close to the 301 entrance.



#### MEDIAN.

Assigned To Sunrise.

The Pine trees are healthy & look good.



## MEDIAN.

Assigned To Sunrise. Turf issue caused by an irrigation issue. Sunrise is scheduled to replace the turf.



## MEDIAN.

Assigned To Sunrise.

The turf fertility is good. Sunrise replaced most of the dead Sable palm trees in the median & the Blvd. There are still a few remaining dead palms that need to be replaced. There are also multiple Sables that exhibit low fertility. I asked Sunrise to evaluate the deficient palms and make suggestions to improve the fertility of the palms.



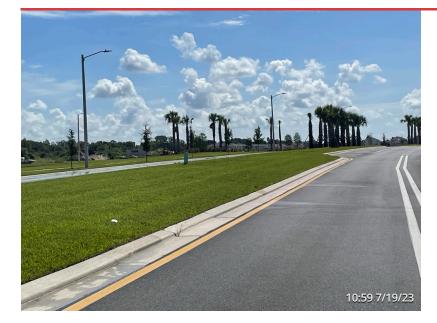
#### MEDIAN.

Assigned To Sunrise. Looks good.

BERRY GROVE BLVD.



Assigned To Sunrise. Looks good.



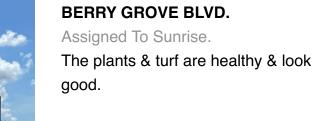
MEDIAN. Assigned To Sunrise. Looks good.



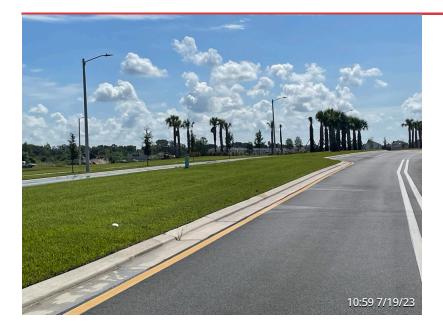
### MEDIAN.

Assigned To Sunrise.

The newly installed Sable palm tree looks good.







## BERRY GROVE BLVD. Assigned To Sunrise Looks good.



## **BERRY GROVE BLVD.**

Assigned To Sunrise. This is the last grouping of dead Sable trees that need to be replaced on the median.

BERRY GROVE BLVD. Assigned To Sunrise. Looks good.





**GUMBO LIMBO.** Assigned To Sunrise. The pocket park looks good.



## GUMBO LIMBO.

Assigned To Sunrise.

There are turf weeds that need to be treated / removed. Sunrise was informed.



**GUMBO LIMBO.** Assigned To Sunrise. The turf fertility & weed issue was reported to Sunrise.



## GUMBO LIMBO.

Assigned To Sunrise.

There is a small area of brown turf in the Gumbo Limbo pocket park. Sunrise was informed.



## KING FERN. Assigned To Sunrise. Sunrise was informed to remove the weeds on the West King Fern roundabout.



**KING FERN,** Construction progress.



KING FERN. Assigned To Sunrise. North King Fern roundabout.Looks good.



MARINE GRASS Construction progress.



MARINE GRASS. Construction progress.



## MARINE GRASS.

Assigned To Sunrise.

The turf fertility in the pocket park is improving. There was an irrigation issue that caused the turf to decline.



SILVER DATE. Construction progress.



**PLUMERIA.** Construction progress.



## PLUMERIA.

Assigned To Sunrise. The newly installed Bahia turf in the pocket park is healthy & looks good.

**PINK HARVEST.** Construction progress.





**JUNIPER.** Assigned To Sunrise. Looks good.



# 3170 KING FERN.

Assigned To Angie

The resident located at 3170 King Fern is having a pool built, and the resident will be responsible for replacing the CDD damaged turf. The DM is aware of this issue.



**BLUE AZURE.** Assigned To Sunrise. Looks good overall.



**BLUE AZURE.** Assigned To Sunrise. Sunrise was informed about the dry area in the pocket park.



AMENITY CENTER. Assigned To Sunrise. The South parking lot entrance to the Amenity Center looks good.



## AMENITY CENTER. Assigned To Sunrise. The SE Amenity Center entrance looks good.



AMENITY CENTER. Assigned To Sunrise. The SW Amenity Center entrance looks good.



## AMENITY CENTER.

Assigned To Sunrise.

The playground is weed free and looks good. There is one piece of equipment that needs to be repaired.



## AMENITY CENTER.

Assigned To Angie. The rocking horse is broken and needs to be repaired. The DM is aware of this issue.



AMENITY CENTER. Assigned To Sunrise. The parking lot is clean and looks good.

AMENITY CENTER. Assigned To Sunrise. The picnic pavilion is clean and looks good.





AMENITY CENTER. Assigned To Sunrise. The turf fertility is good.



AMENITY CENTER. Assigned To Sunrise. The Amenity Center is clean & looks good. All bathrooms are clean and fully functional.



AMENITY CENTER. Assigned To Sunrise

It looks like some contractor did repair's in this area. Plant replacement is needed. The DM was informed.



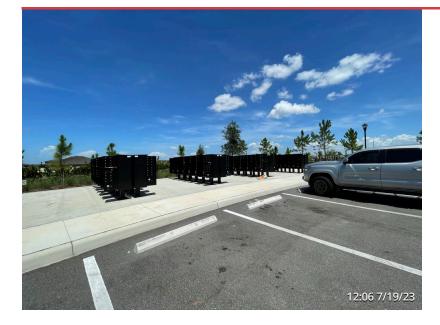
AMENITY CENTER. Assigned To Sunrise. Looks good.



## AMENITY CENTER.

Assigned To Sunrise.

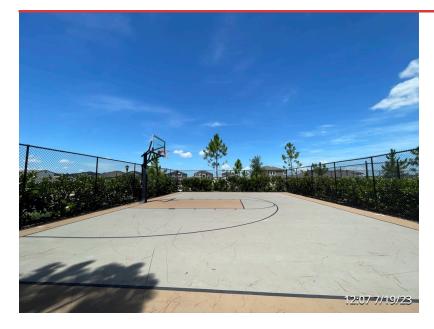
The wire is exposed and needs to be reinstalled. Sunrise will fix this issue.



AMENITY CENTER. Assigned To Sunrise. The mailboxes are clean and look good.

AMENITY CENTER. Assigned To Sunrise. Looks good.

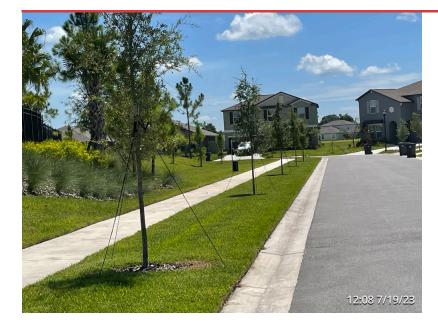




AMENITY CENTER. Assigned To Sunrise. Looks good overall.



AMENITY CENTER. Assigned To Sunrise. The plants & trees on the SW entrance are healthy & look good.



NIGHT TIDE. Assigned To Sunrise Looks good.



AMENITY CENTER. Assigned To Sunrise. The West parking lot entrance to the Amenity Center looks good.



AMENITY CENTER. Assigned To Sunrise. I asked Sunrise to replace the missing plant on the SW entrance.



AMENITY CENTER. Assigned To Zebra. The pool is clear and blue.

AMENITY CENTER. Assigned To Angie The chaise, lounges and umbrellas are clean and look good.





AMENITY CENTER. Assigned To Sunrise Dead Sabal palm tree.



AMENITY CENTER. Assigned To Sunrise. The palm trees are healthy and look good.



AMENITY CENTER. Assigned To Sunrise. The turf looks fertility could use some improvement.



AMENITY CENTER. Assigned To Angie The table and chairs are clean & look good.



## AMENITY CENTER. Assigned To Angie. The broken high hat iis scheduled to be repaired.



## NE POND.

Assigned To First Choice Aquatics. There is a filamentous algae bloom in this pond. I will inform the pond vendor.



Assigned To First Choice Aquatics. The filamentous algae in the pond is dead.



## SW POND.

Assigned To First Choice Aquatics. Looks good.



Assigned To First Choice Aquatics. Filamentous algae within the pond. The water table is still low in this pond.



## NE POND.

Assigned To First Choice Aquatics. The algae in the pond is dead, and the pond looks good overall.



Assigned To First Choice Aquatics. Filamentous algae noticed in the pond. The pond looks good overall.



## SW POND.

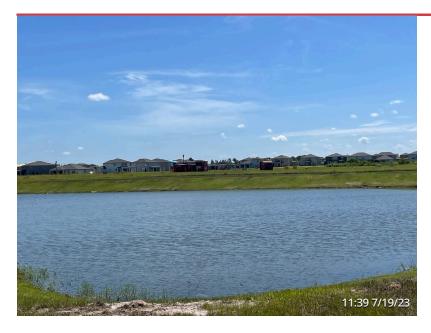
Assigned To First Choice Aquatics. There is filamentous algae within the pond, and the water table is still very low.



Assigned To First Choice Aquatics. The invasive plant material within the pond is dead.

SW POND.

Assigned To First Choice Aquatics. The pond looks good.





Assigned To First Choice Aquatics. Minimal amount of algae and invasives in the pond. The water table in the pond is still low. The pond looks good overall.



### SW POND.

Assigned To First Choice Aquatics. The invasive plant material is dying in the pond.



Assigned To First Choice Aquatics. The invasive plant material in the pond is beginning to die. The water table is still low.



#### SW POND.

Assigned To First Choice Aquatics. Looks good.

**NE POND.** Under construction.



NE POND. Assigned To First Choice Aquatics. Looks good.



## NE POND.

Assigned To First Choice Aquatics. Planktonic algae is in this pond. I will inform the pond vendor.

	CONTROL #	A																							
	SUNRISE LANDSCAPE		ONE	ROGER R	ANA IN THE OWNER	at Inni	ADI	RAIS	AD UN	REPLACE	SENOTE BRONE	ALL SP	and so	ROTOP ROTOP	2 212	LEAN WAI	BREAL	AL NO	OPER	URE BUILD	ADE L	OG TO	O JI P	ALL HE	RA STATE
IRRIGATIO	N INSPECTION REPORT DEPT. 201	1	A	15	S											1		1	T	1					KEY
JOB NAME:	Berry Bay Coc	2	A	15	S																	T			R= ROTOR
CONTROLLER:	HUNTER / AFECE	3	D	30	Ď																				S= SPRAY
DATE:	5/30/23	4	A	is	5																T	T			D=DRIP/
TECHNICIAN:	Walter José	5	A	15	S													T		T	T				MICRO
W	ATERING SCHEDULE	6	D	30	D			Τ														T	1		B= BUBBLER
PROGRAM	WATER DAYS START	12	A	15	S				Τ							1	T		T	T					MP=ROTATOR
A	M TU WTH ESA EU 5 PM	8	A	15	S												T		1	T		T			WT= Turf
В	W TU W TH E SA SU 5PM	g		15	S														1	1	T				BH= Bahia
С	M (TU W TH F EA SU 5PM	lip	A	15	Ś														T	1					SH= Shrubs
D	MTU W TH F SA SU 430 PM	11	A	15	S														T		Τ	T			TR= Trees
E	MOW CHOGA OU 3 AM	-12	A	15	S												1				Τ		$\square$	Π	A= Annuals
F	M TU W TH F SA SU SPM	13	A	15	S				T		T					T			T			T			MX= Mixed
	WATER SOURCE	14	D	25	B				T					T			1	1	T	T	1	T			Plants
POTABLE	E WELL RECLAIMED SURFACE	15	A	15	S												T	T		T	T	1			GC= Ground
METER SIZE:	5/8 3/4 1 1-1/4 1-1/2 2	16	A	15	S														T						Cover
PUMP HP:	PS-RELAY / PRESS. BF: N/A	12	A	15	S				T	T					T				T	T	1				THAT IN
CONTR	ROLLER WORKNG(M)/ N	R	A	15	5				T						T					1	1				
SENS	SOR WORKING Y / N	16	A	15	5		THE R OT LOSS		T										T		1				TIME OUT
And the state of t	$\overline{\mathbf{U}}$	2	A	15	3		T		T	1	T			1	1	T			T		T	1	$\square$		
		heritari	te de la constante		-				co	MMF	ENT	6					-				مەر <del>بىرا بىر</del>	-	and the second second	lessed.	And a second sec
																									and the second
							WEATERS.																		

		SENS	CONTR	PUMP HP:	METER SIZE:	POTABLE	の語言の	-71	m	D	c	8	A	PROGRAM	WA	TECHNICIAN:	DATE:	CONTROLLER:	JOB NAME:	IRRIGATION	1	
	¢	SENSOR WORKING	CONTROLLER WORKN (Y) / N	PS-RELAY / PRESS. BF: N/A	5/8 3/4 1 1-1/4 1-1/2 (2)	WELL RECLAIMED SURFACE	WATER SOURCE	M TU W TH F SA SU 19	M D D D D D D D D D D D D D D D D D D D	1 6 1 6 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	MGO W (A) F (A) US DA	M TU M THE SA W SPM	M TU WITHE SA WS PH	WATER DAYS START	IG SCHEDU	Walter Store	5/30/23	Hinter/Accz	Berry Bay Coc	IRRIGATION INSPECTION REPORT DEPT. 201		
	F	3 8	N K	37 A	136C	1350	347		5.3	a  A	364	-	180	P 120	22	XX A	DY A	23 A	27 A	AC	10111	
	301	Ľ,	- 15 8	15 5	35 R	35 8	H15 S	115 5	15 8		15 3	SSI	_	ns s	5	155	175	12 5	50	155	CROCERDA RUNINA	
		_					_		_				)								PL D MIL	1
	H																				24 57 62	1
COMMENTS	H																			L	PARA CA	1
NTS	H																			-	63 10 12	1
																					CACIAL SOR	1
																					Carlie Ca	
		_				_															ALLEN AL AL	
	Н	_											_			_						
	Н																			-	No Vol	. 1
	Ц																				C. ASCA	
	Н	THE N		E CON		GC= G		MX= Mixed	A= Annuals	TR= Tr	SH= Shrubs	BH= Bahia	WT= Turf	MP=R	B= BUBBLER	MICRO	D=DRIP/	S= SPRAY	R= RO			///
		00000		INC 3N	Cover	Ground	Plants	vlixed	nuals	Trees	nrubs	ahia	urf	MP=ROTATOR	BBLER	RO	P/	AY	ROTOR	KEY.	19U	2

Sec.

	20 S 20 S 15 S COMMENTS	VIN SAD	CONTROLLER WORKING
GC= Ground Cover		ECLAIMED SURFACE $45 \text{ A}$ /4 1 1-1/4 1-1/2 $654 \text{ A}$	E: 5/8
SH= Shrubs       TR= Trees       A= Annuals       MX= Mixed       Plants	30(D) 35(R) 155 155 155 155 155 155 155 15	su 51 C su 51 A su 51 A su 51 A	
MICRO B= BUBBLER MP=ROTATOR WT= Turf BH= Bahia		E START 44 P	VICIA GRAI B
		P P P P	IRRIGATION INSPECT JOB NAME: Ber CONTROLLER: Hy DATE: 5, 2
		SCAPE	SUN SNN S

/ PRESS. BF: N/A 771 15 3 WORKNAM 1 N 78 A 15 5 RKING Y / N 79 D 30 D 45 B	NREPORT DEPT ON REPORT DEPT I Bay Co Bay Co Bay Co Bay Co Bay Co Co Che Dule Sche Dule Sche Dule Sche Dule N TH & SA SU V TH F SA SU		Signature       Signature
M TU W TH F SA SU       72 A 15 S       1         M TU W TH F SA SU       73 A 15 S       1       1         IE       WELL RECLAIMED SURFACE       78 A 15 S       1       1         ISOR WORKING       Y / N       71 A 15 S       1       1       1         ISOR WORKING       Y / N       71 A 15 S       1 <th1< th=""> <th1< th=""> <t< td=""><td>M W HF</td><td>0</td><td></td></t<></th1<></th1<>	M W HF	0	
LE       WELV       RECLAIMED       SURFACE       NU       A       15       S       I	M TU W TH F SA	A 4 15	A=
LE       WELV       RECLAIMED       SURFACE       1%       A       15       S         5/8       3/4       1       1.1/4       1.1/2       11       A       15       S         ps-relay       / PRESS.       BE:       N/A       73       A       15       S       I<		A 15	
PS-RELAY / PRESS. BF: N/A 277 A 155 ROLLER WORKING Y I N 74 A 155 ISOR WORKING Y I N 79 D 30.D 4 30 D 25 B 1	LE WELL RECLAIMED SURFACE	A A 15	60
WORKNAM) / N / N / A 155 RKING (Y / N / 99D 30D / 155 30D / 25B / 1	PS-RELAY / PRESS. BF: N/A	A 15	
N 2 25 B	WORKNAM) /	P 30	
		57 G	

1

. Mail

TYPE: Hunter WR-Clik	TYPE: Hunter ICC	Contraction of the	PUMP HP:	METER SIZE:	POTABLE		٦	E	D	n	в	A	PROGRAM	¥	TECHNICIAN:	DATE:	CONTROLLER:	JOB NAME:	IRRIGA	×44	
	TYPE: Hunter ICC-2 PL WORKING? // // N	CONTROLLER	PS-RELAY / PRESS. BF: N/Å	5/8 3/4 1 1-1/4 1-1/2	WELL RECLAIMED SURFACE	WATER SOURCE	M TU W TH F SA SU	MOW BEE W	M (T) W (T) F (3) (1)	M (TU W (TH F (SA) SU	M TUW TH ESA SU	M TUT TH E SA SU	WATER DAYS	WATERING SCHEDULE	walter / Jase	5/30/23	Hunter Aucz	Berry Bay CDC	IRRIGATION INSPECTION REPORT	SUNRISE	CONTROL #
			53 arcs ~	1) 96C 35	95 B 15	Sa	93 A 15	92 A 15	H1 D 301	90 4 15	29 A 15 S	87 A 15 3	START 82 ×	X	85 ×	×	<i>1</i> 3 ×	82 X	1 C 35 1	LONK # AROGRAM	×
		COMMENTS	<u> 8                                     </u>										×			×	×	*		AR A	
																				AT NAT OFF. BOT IN A CAN AND AND AND AND AND AND AND AND AND A	
	TIME OUT	TIME IN					GC= GROUND COVER	MX= MIXED PLANTS	A= ANNUALS	TR= TREES	SH= SHRUBS	BH≂ BAHIA	WT= TURF	MP=ROTATOR	B= BUBBLER	D=DRIP/MICRO	S= SPRAY	R= ROTOR	KEY	OTHAD NOFAULTS FOUND	

C	TYPE: Hunter WR-Clik WORKING?	SENSOR/	TYPE: Hunter ICC-2 PL WORKING Y) N	CONTROLLER	PUMP HP: PS-RELAY / PRESS. BF: N/A	METER SIZE: 5/8 3/4 1 1-1/4 1-1/2 2	POTABLE WELL RECLAIMED SURFACE	WATER SOURCE	F M TU W TH F SA SU	E QUOD & CA	D M OW H F SA E	c M @ W @ F B SU	B (W) TU (W) TH (F) SA TU	A M TU W THE SA EU	PROGRAM WATER DAYS START	WATERING SCHEDULE	TECHNICIAN: Walter Jose	DATE: 5/30/23	CONTROLLER: Hunter / ACCZ	JOB NAME: Berry Bay CUC	IRRIGATION INSPECTION REPORT	SUNRISE	CONTROL # A
				COMMENTS		113 B 155	112 B 15 S	MB 155	110 C 35 R G=		107 C 35 R A A=A		H=	105-C 35 R 8H=		103 C 35 R MP=		16/ 13 15 S	160 C 35 R s= si	B=	35 R	LONE REALISE THE AD THE STATE AS AN AN AN AN AD THE PART AD AD THE AD THE AD AD THE AD AD THE A	
		TIME OUT		TIME IN					gc= ground cover	MX= MIXED PLANTS	A= ANNUALS	TR= TREES	SH= SHRUBS	BH= BAHIA	WT= TURF	MP=ROTATOR	B= BUBBLER	D=DRIP/MICRO	S= SPRAY	ROTOR	KEY	OFEAD NOFAULTS FOUND	

COMMENTS	NGX/I N	PS-RELAY / PRESS. BF: N/A 151 D	METER SIZE: 5/8 3/4 1 1-1/4 1-1/2 2 13 X X X	×	WATER SOURCE 121.1 25	M TU W TH F SA SU 124 C 35	MA WA & & U/L B 15	M FU W FH F / SA 30 11/1 B 21)	M TH W AH F RA SU 1011 (3 10)	M TU M THY A SA SU 1/23 C	M TU O TH PSA O HALL THE	START 171	HEDULE Du D 30	ATT 101 101 119 15	× × 811 × ×	ACC 2	JOB NAME: ROVER BACOD 11/ XXX	××	SUNRISE LANDSCAPE NOT AND SCAPE
			Cover	GC= Ground	Plants	MX= Mixed	A= Annuals	TR= Trees	SH= Shrubs	BH= Bahia	WT= Turf	MP=ROTATOR	B= BUBBLER	MICRO		S= SPRAY	R= ROTOR		

SUNRISE         NURSISE         NURSISE         NUMBER         NET			TYPE: Hunter WR-Clik WORKING Y// N	
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	TIME OU		SENSOR	_
$\begin{tabular}{ c c c c c c c c c c c c c c c c c c c$			TYPE: Hunter ICC-2 PL WORKING (Y) N	-
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	TIME IN			
		$\mathfrak{G}$	PS-RELAY / PRESS. BF:	
		13 15	5/8 3/4 1 1-1/4 1-1/2	
SUNRISE       Non-solution       Non-solutite       Non-		C 25	WELL RECLAIMED	
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $		8 15	WATER SOURCE	
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	GC= GROUND CC	· 25	M TU W TH F SA	
	MX= MIXED PLA	×	MDWDDA	
SUNRISE       A N N N N N N N N N N N N N N N N N N N	A= ANNUALS	·C 25	M (TU W (H) F (A)	
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	TR= TREES	D 25	M (D) W (H) F (SA	
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	SH= SHRUBS	B 15	M TU NTH E SA	
SUNRISE       SUNRISE       A M S S S S S S S S S S S S S S S S S S	BH= BAHIA	8 35		
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	WT= JURF	B 20	WATER DAYS	
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	MP=ROTATOR	B 20	WATERING SCHEDULE	
SUNRISE         NORRISE         Norregister         Noregister         No	B= BUBBLER	B 15	WAILT	
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	D=DRIP/MICRO	35	5	
SUNRISE SUNRIS	S= SPRAY	B 15	FIACC	
NSPECTION REPORT 135 R 16 R 1	R= ROTOR	73 DZ 8	Berry	
NRISE NRISE NRISE NRISE NOT ARCAN NEL AN ARCAN AND AND AND AND AND AND AND AND AND A		35 Rotor	IRRIGATION INSPECTION REPORT	
	4 x Y	AND WE AND	l S S	

CONTROL # 4		
SUNRISE	AONE AND WE AND AN CHAR BA BA BA BA DA DA JA JA BA JA	NO FAULTS FOUND
IRRIGATION INSPECTION REPORT		KEY
JOB NAME: BOCTH BRY	K3 C 25 R	R= ROTOR
CONTROLLER: HARCe Z	0	S= SPRAY
DATE: 5(301ひ3	1 S S 1 8 XI	D=DRIP/MICRO
TECHNICIAN: WATER Jose	152 C 25 R	B= BUBBLER
WATERING SCHEDULE	Ist B IS S	MP=ROTATOR
PROGRAM WATER DAYS START		WT= TURF
A (m) TU (W) TH (E) SA 🚯		BH= BAHIA
B MTYCW THE SA EN		SH≃ SHRUBS
c M W P S SU		TR= TREES
D M (1) W (1) F (2) (3)		A= ANNUALS
E MAN WARDE &		MX= MIXED PLANTS
F M TU W TH F SA SU		GC= GROUND COVER
WATER SOURCE		
POTABLE WELL RECLAIMED SURFACE		
METER SIZE: 5/8 3/4 1 1-1/4 1-1/2 2		
PUMP HP: PS-RELAY / PRESS. BF: N/A		
CONTROLLER	COMMENTS	TIME IN
TYPE: Hunter ICC-2 PL WORKING / N		TIMEOUT
TYPE: Hunter WR-Clik WORKING Y N		
4		