



Rizzetta & Company

MTERC Community Development District

Board of Supervisors' Regular Meeting April 3, 2023

**District Office:
5020 W. Linebaugh Avenue, Suite 240
Tampa, Florida 33624
813-933-5571**

www.mterccd.org

**MTERC
COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 5020 W. Linebaugh Avenue, Suite 240, Tampa, FL 33624

www.mterccdd.org

Board of Supervisors	Christina Harden Robin Bishop Brian Langford Clifton Fischer Vacant	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Matthew Huber	Rizzetta & Company, Inc.
District Counsel	Alyssa Willson	Kutak Rock
District Engineer	Lee Harwell	Stantec

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

MTERC COMMUNITY DEVELOPMENT DISTRICT

District Office · Tampa, Florida · (813) 933-5571
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.mterccdd.org

March 27, 2023

**Board of Supervisors
MTERC Community
Development District**

FINAL AGENDA

Dear Board Members:

The Regular meeting of MTERC Community Development District will be held on **Monday, April 3, 2023, at 1:30 p.m.**, at the office of Rizzetta & Company, Inc., located at 5020 W. Linebaugh Avenue, Suite 240, Tampa, Florida 33624. The following is the final agenda for this meeting:

- 1. CALL TO ORDER / ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Resolution 2023-02, Approving Proposed Budget..... Tab 1
 - B. Consideration of Budget Funding Agreement Tab 2
 - C. Consideration of Construction Funding Agreement..... Tab 3
 - D. Consideration of Notice to Intent to Award Contract Tab 4
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Special Meeting held on March 3, 2023..... Tab 5
 - B. Consideration of the Operation and Maintenance for February 2023 Tab 6
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at 813-933-5571.

Sincerely,

Matthew Huber

Matthew Huber
Regional District Manager

Tab 1

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MTERC COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the MTERC Community Development District (“**District**”) prior to June 15, 2023, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: August 7, 2023

HOUR: 1:30 p.m.

LOCATION: Rizzetta & Company, Inc.
5020 West Linebaugh Avenue, Suite 240
Tampa, Florida 33624

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

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the

District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

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

6. **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.

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

PASSED AND ADOPTED THIS 3RD DAY OF APRIL 2023.

ATTEST:

**MTERC COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

Exhibit A

Fiscal Year 2023/2024 Proposed Budget

Tab 2

**MTERC COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 BUDGET FUNDING AGREEMENT**

This Agreement (the “Agreement”) is made and entered into this _____ day of _____ 2023, by and between:

MTERC Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Tampa, Florida ("**District**"), and

Bromley Tampa Investors, LLC, a Delaware limited liability company and the developer of the lands in the District ("**Developer**") with a mailing address of 120 Fifth Avenue, 11th Floor, New York, New York 10011.

Recitals

WHEREAS, the District was established by an ordinance adopted by the City Council of the City of Tampa, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

WHEREAS, Developer presently is developing the majority of all real property (“**Property**”) within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2023/2024, which year commences on October 1, 2023, and concludes on September 30, 2024 (the “FY 2024 Budget”); and

WHEREAS, the FY 2024 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

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

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

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

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

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:

SECTION 1. The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the FY 2024 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2024 Budget as shown on **Exhibit A** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2024 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

SECTION 2. The District shall have the right to file a continuing lien (the "Lien") upon the Property described in **Exhibit B** for all payments due and owing under the terms of 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, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's Lien. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2024 Budget" in the public records of Hillsborough County, Florida, 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. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the FY 2024 Budget 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, or may foreclose the Lien against the Property in any manner authorized by law. The District may partially release any filed Lien for portions of the Property subject to a plat if and when the Developers have demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developers sell any of the Property described in **Exhibit B** after the execution of this Agreement, the Developers' 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 Developers.

SECTION 3. In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

A. At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Hillsborough County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.

B. The District hereby finds that the activities, operations and services set out in **Exhibit A** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit A** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **Exhibit A**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Hillsborough County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.

SECTION 4. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 5. 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.

SECTION 6. 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. In the event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted FY 2024 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations.

The parties hereto recognize that Developer is responsible for expenditures of the District in the FY 2024 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2024 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

SECTION 7. 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 of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described in Paragraph 3 above.

SECTION 8. 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 person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity 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 subject to the terms of Paragraph 6 above.

SECTION 9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Hillsborough County, Florida.

SECTION 10. 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.

SECTION 11. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

SECTION 12. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

[Signatures on following page]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

ATTEST:

**MTERC COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

BROMLEY TAMPA INVESTORS, LLC
a Delaware limited liability company

Witness

By: _____
Its: _____

- Exhibit A:** Fiscal Year 2023/2024 General Fund Budget
- Exhibit B:** Description of the Property

Exhibit A

Fiscal Year 2023/2024 General Fund Budget

Exhibit B

Description of the Property

SURVEY DESCRIPTION: (By GeoPoint Surveying, Inc.)

MIDTOWN - TAMPA

Blocks 8 & 11 and portions of Blocks 2, 4, 5, 6, 7, 9, 10 and 12 Palermo Subdivision, according to the plat thereof, as recorded in Plat Book 4, Page 62 of the Public Records of Hillsborough County, Florida, Lying East of Dale Mabry Highway and Interstate I-275; lying North of West Cypress Street and West of North Himes Avenue, including those portions of 45' Public right- of- way and 10' alleys shown on the plat of said PALERMO SUBDIVISION as follows: Arch Street, (Caribaldi Street per plat), Nassau Street (Crispi Street per plat), Grace Street (Saint Rosalia Street per plat), Marie Avenue (Corso Principale Avenue per plat), North Clearview Avenue (Corso Dei Milli Avenue per plat), all 45' R/W, vacated per City of Tampa Ordinance No. 2001-2; Nassau Street (45' R/W) vacated per City of Tampa Ordinance No. 5659-A; those portions of vacated 10' Alleys as follows: 10' Alley within Block 5 vacated per City of Tampa Ordinance No. 3727-A; 10' Alley within Blocks 6, portion of Blocks 11 and 12, vacated per City of Tampa Ordinance No. 8212-A; 10' Alley within Block 7, vacated per City of Tampa Ordinance No. 2176-A; 10' Alley within Block 8, vacated per City of Tampa Ordinance No. 2399-A; 10' Alley within Block 9, vacated per City of Tampa Ordinance No. 1945-A; 10' Alley within Block 10, vacated per Deed Book 1444, Page 507 and portion of 10' Alley within Block 11, vacated per City of Tampa Ordinance No. 3892-A, all 45' R/W; Grace Street, N. Clearview Avenue, Marie Avenue and Nassau Street, vacated per City of Tampa Ordinance No. 2018-80, together with those portions of La Salle Street (60' R/W), vacated per City of Tampa Ordinance No. 7705-A, all situated in the Southeast $\frac{1}{4}$ of Section 16, Township 29 South, Range 18 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast $\frac{1}{4}$ of said Section 16; thence along the East boundary of the Southeast $\frac{1}{4}$ of said Section 16, N.00°52'10"E., a distance of 45.31 feet; thence leaving said East boundary, N.89°07'50"W., a distance of 48.02 feet to the POINT OF BEGINNING also being the Northwest intersection of the West right-of-way of North Himes Avenue and the North right-of-way for West Cypress Street; thence along the North right-of-way of West Cypress Street the following two (2) courses; 1.) Westerly, 17.30 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 39°38'35" (chord bearing S.70°49'58"W., 16.95 feet); 2.) N.89°18'17"W., a distance of 111.23 feet to the East boundary of Lot 13, Block 12 of said Palermo Subdivision; thence along said East boundary, N.00°51'45"E., a distance of 85.00 feet to the centerline of a vacated 10 foot alley; thence along said centerline, N.89°18'17"W., a distance of 156.00 feet; thence along a line being 6 feet West of and parallel to the East boundary of Lot 10, Block 12 of said Palermo Subdivision, S.00°51'45"W., a distance of 105.00 feet to the North right-of-way for West Cypress Street; thence along said North right-of-way the following eight

(8) courses; 1.) N.89°18'17"W., a distance of 561.42 feet; 2.) N.01°05'55"E., a distance of 9.83 feet; 3.) N.88°54'05"W., a distance of 22.49 feet; 4.) S.45°41'07"W., a distance of 9.85 feet; 5.) N.84°40'28"W., a distance of 189.63 feet; 6.) N.89°26'17"W., a distance of 98.00 feet; 7.) N.00°33'43"E., a distance of 1.64 feet; 8.) N.89°26'17"W., a distance of 21.47 feet to the East right-of-way of Dale Mabry Highway (SR 600 / U.S. 92); thence along said East right-of-way the following two (2) courses, 1.) N.00°35'58"E., a distance of 189.87 feet; 2.) N.00°40'42"E., a distance of 209.41 feet to the Southeasterly right-of-way of Interstate I-275 (S.R. 400); thence along said Easterly right-of-way the following four (4) courses, 1.) Northeasterly, 57.12 feet along the arc of a non-tangent curve to the right having a radius of 57.27 feet and a central angle of 57°08'38" (chord bearing N.34°07'41"E., 54.78 feet); 2.) N.63°10'42"E., a distance of 98.08 feet; 3.) N.62°55'11"E., a distance of 165.00 feet; 4.) Northeasterly, 54.65 feet along the arc of a tangent curve to the left having a radius of 490.00 feet and a central angle of 06°23'24" (chord bearing N.59°43'39"E., 54.62 feet) to the centerline of a vacated 10 foot alley; thence along said centerline, S.89°18'17"E., a distance of 9.89 feet to the intersection of the southerly extension of the East line of Lot 1, Block 4, of said PALERMO SUBDIVISION; thence along said southerly extension, N.01°12'19"E., a distance of 7.20 feet to the Southeasterly right-of-way of Interstate I-275 (S.R. 400); thence along said Easterly right-of-way the following four (4) courses, 1.) N.52°05'02"E., a distance of 54.73 feet; 2.) Northeasterly, 85.99 feet along the arc of a non-tangent curve to the left having a radius of 460.00 feet and a central angle of 10°42'36" (chord bearing N.43°05'13"E., 85.86 feet); 3.) N.34°23'18"E., a distance of 54.44 feet; 4.) N.30°08'38"E., a distance of 252.49 feet; thence leaving said Southeasterly right-of-way line, S.89°16'12"E., a distance of 188.99 feet to the West right-of-way line of North Clearview Avenue; thence along said West right-of-way line, S.00°56'18"W., a distance of 264.69 feet to the South right-of-way of Arch Street; thence along said South right-of-way, S.89°21'10"E., a distance of 410.32 feet; thence S.43°31'34"E., a distance of 21.33 feet to the West right of-way of North Himes Avenue; thence along the said West right of way the following three (3) courses, 1.) S.00°51'45"W., a distance of 90.07 feet; 2.) N.89°19'12"W., a distance of 3.11 feet; 3.) S.00°51'45"W., a distance of 589.35 feet to the POINT OF BEGINNING

Containing 19.136 acres.

Tab 3

**CONSTRUCTION FUNDING AGREEMENT BETWEEN THE
MTERC COMMUNITY DEVELOPMENT DISTRICT
AND BROMLEY TAMPA INVESTORS, LLC**

THIS AGREEMENT is made and entered into this ____ day of _____ 2023, by and between:

MTERC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida, whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “District”), and

BROMLEY TAMPA INVESTORS, LLC, a Delaware limited liability company, the primary owner of certain lands within the boundaries of the District, whose address is 120 Fifth Avenue, 11th Floor, New York, New York 10011 (the “Developer”; and together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Tampa City Council, City of Tampa, Florida, for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure; and

WHEREAS, the Developer is the owner and/or developer of certain parcels of land in the City of Tampa, Florida, located within the boundaries of the District; and

WHEREAS, the District will not have sufficient funds available to provide for the construction of anticipated improvements and facilities that are a part of the District’s capital improvement plan (the “Project”) as more fully described in the MTERC Estimated Capital Improvement Plan Cost Table attached hereto as **Exhibit A** and, in order to proceed with construction, the Developer has agreed to provide funding in order to allow the District to begin the Project, on the terms set forth herein;

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Incorporation of Recitals. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. Funding. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the design, engineering, and construction of the Project. Developer will make such funds available on a monthly basis, within [insert number of days] days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

3. Repayment. The parties agree that certain funds provided by Developer pursuant to this Agreement may be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds in the future. However, any funds provided by the Developer to the District for any tax-exempt directly purchased materials shall not be reimbursed by the District. Within forty-five (45) days of receipt of sufficient funds by the District for the District's improvements and facilities and from the issuance of bonds, the District shall reimburse Developer in full, exclusive of interest, for the funds advanced under paragraph two (2) above; provided, however, that in the event the District's bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If within three (3) years of the date of this Agreement, the District does not or cannot issue bonds, and, thus does not reimburse the Developer for the funds advanced hereunder, then the parties agree that such funds shall be deemed paid in lieu of additional taxes, fees, or assessments which might have been levied or imposed by the District.

4. Default. A default by any party to this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

7. 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.

8. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

9. Notices. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: MTERC Community Development District
3434 Colwell Avenue, Ste. 200
Tampa, Florida, 33614
Attn: District Manager

With a copy to: Kutak Rock LLP

107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Landowner: Bromley Tampa Investors, LLC
120 Fifth Avenue, 11th Floor
New York, New York 10011
Attn: _____

With a copy to: _____

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

10. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein 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.

11. Assignment. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. Controlling Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. Effective Date. The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

14. Public Records. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Agreement are public records and are treated as such in accordance with Florida law.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

Attest:

**MTERC COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Witness:

BROMLEY TAMPA INVESTORS, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Exhibit A: MTERC Estimated Capital Improvement Plan Cost Table

Exhibit A

MTERC Estimated Capital Improvement Plan Cost Table

Tab 4

[INSERT DISTRICT LETTERHEAD]

April 3, 2023

Via Email and Overnight Delivery

Barr & Barr, Inc.
Attn: Fred Hames
2002 North Lois Avenue
Tampa, Florida 33607

Re: MTERC Community Development District
Notice of Intent to Award District Design-Build Services

Dear Mr. Hames:

The MTERC Community Development District (“District”) received one (1) response to its Request for Qualifications for Design-Build Services (“RFQ”). Submitted qualifications were reviewed on April 3, 2023, at a noticed public meeting of the District’s evaluation committee (the “Evaluation Committee”). The Evaluation Committee evaluated the submitted qualifications in accordance with its Rules of Procedure and subsequently ranked Barr & Barr, Inc. (“Barr & Barr”) as the top qualified respondent. The Evaluation Committee’s summary was presented to the District’s Board of Supervisors (“Board”) at a noticed public meeting of the Board. The Board adopted the Evaluation Committee’s summary and ranking of Barr & Barr as the most highly qualified respondent. Accordingly, a District representative will be in touch with you to discuss the design-build services contract.

Please note that a failure to file a written notice of protest of this decision in accordance with the District’s Rule of Procedure 3.11 within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after receipt of this Notice of Intent to Award, followed within seven (7) calendar days (inclusive of Saturdays, Sundays and state holidays) by a formal written protest stating with particularity the facts and law upon which such protest is based, shall constitute a waiver of proceedings under Florida law.

The District appreciates the interest you have shown in this project and looks forward to working with you.

Sincerely,

Matthew Huber
District Manager

cc: Alyssa Willson, District Counsel

Tab 5

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

MTERC COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of MTERC Community Development District was held on **Thursday, March 2, 2023, at 1:39 p.m.** at the office of Rizzetta & Company, Inc., located at 5020 W. Linebaugh Avenue, Suite 240, Tampa, Florida 33624.

Present and constituting a quorum were:

Christina Harden	Board Supervisor, Chairman
Robin Bishop	Board Supervisor, Vice Chairman <i>(via conference call)</i>
Brian Langford	Board Supervisor, Assistant Secretary
Clif Fischer	Board Supervisor, Assistant Secretary

Also present were:

Matthew Huber	Regional District Manager, Rizzetta & Company, Inc.
Alyssa Willson	District Counsel, Hopping, Green & Sams, P.A. <i>(via conference call)</i>
Lee Harwell	District Engineer, Stantec <i>(via conference call)</i>

Audience

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Huber called the meeting to order and conducted roll call, confirming that a quorum was present.

SECOND ORDER OF BUSINESS

Public Comment

No members of the public were present.

46 **THIRD ORDER OF BUSINESS**

**Consideration of RFQ for Design-Build
Services and Evaluation Criteria**

47
48

On a Motion by Ms. Harden, seconded by Mr. Fischer, with all in favor, the Board approved the next special meeting, for consideration of qualifications, for March 23, 2023, at 10:30 am, for MTERC Community Development District.

49

On a Motion by Ms. Harden, seconded by Mr. Fischer, with all in favor, the Board approved the package and RFQ advertisement for the meeting scheduled for March 23, 2023, for MTERC Community Development District.

50

51 **FOURTH ORDER OF BUSINESS**

Ratification of Egis Proposal

52

On a Motion by Ms. Harden, seconded by Mr. Fischer, with all in favor, the Board ratified the Egis Proposal, for MTERC Community Development District.

53

54 **FIFTH ORDER OF BUSINESS**

**Ratification of Construction
Requisitions #CR 335 - 336**

55

56

On a Motion by Ms. Harden, seconded by Mr. Fischer, with all in favor, the Board ratified the Construction Requisitions #CR 335 – 336, for MTERC Community Development District.

57

58 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-01,
Adopting Record Retention Policy**

59

60

61

Ms. Wilson reviewed and discussed the transitory messages, along with the differences between electronic files and paper copies. Two options were given.

62

63

On a Motion by Ms. Harden, seconded by Mr. Fischer, with all in favor, the Board unanimously adopted Resolution 2023-01, Adopting Records Retention Policy, for MTERC Community Development District.

64

65 **SEVENTH ORDER OF BUSINESS**

**Consideration of the Minutes of the
Board of Supervisors' Meeting held on
August 1, 2022**

66

67

68

On a Motion by Mr. Fischer, seconded by Ms. Harden, with all in favor, the Board approved the minutes, for the Board of Supervisor's meeting, held on August 1, 2022, for MTERC Community Development District.

69

70

71

72 **EIGHTH ORDER OF BUSINESS** **Consideration of the Minutes of the**
73 **Landowner's Meeting held on**
74 **November 1, 2022**

On a Motion by Ms. Harden, seconded by Mr. Fischer, with all in favor, the Board approved the minutes of the Landowner's Meeting, held on November 1, 2022, for MTERC Community Development District.

75 **NINTH ORDER OF BUSINESS** **Consideration of Operations and**
76 **Maintenance Expenditures for the**
77 **July 2022 – January 2023**
78
79

On a Motion by Ms. Harden, seconded by Mr. Fischer, with all in favor, the Board approved the Operations and Maintenance Expenditures of \$5,326.43 for July 2022, \$3,300.00 for August 2022, \$5,552.00 for September 2022, \$10,628.38 for October 2022, \$5,598.15 for November 2022, \$4,420.00 for December 2022, and \$4,775.50 for January 2023, for MTERC Community Development District.

80 **TENTH ORDER OF BUSINESS** **Staff Reports**
81

82
83 **A. District Counsel**

84 Present and no report.

85
86
87 **B. District Engineer**

88 Present and no report.

89
90
91 **C. District Manager**

92 Mr. Huber presented the 3rd and 4th quarter audits of the website.

93 Mr. Huber reminded the Board that the next special meeting of the Board of
94 Supervisors' will be held on Thursday, March 23, 2023, at 10:30 a.m. at
95 Rizzetta & Company's Ashlyn Park Office located at 5020 W. Linebaugh
96 Avenue, Suite 240, Tampa, Florida 33624.

97 Mr. Huber reminded the Board that the next regular meeting of the Board of
98 Supervisors' will be held on Monday, April 3, 2023, at 1:30 p.m. at Rizzetta &
99 Company's Ashlyn Park Office located at 5020 W. Linebaugh Avenue, Suite
100 240 Tampa, Florida 33624.

101 **ELEVENTH ORDER OF BUSINESS** **Supervisor Requests and Audience**
102 **Comments**
103

104
105
106
107
108 There were no audience members present and no Supervisor comments put forth.
109

110 **TWELFTH ORDER OF BUSINESS** **Adjournment**

111

On a Motion by Mr. Fischer, seconded by Ms. Harden, with all in favor, the Board adjourned the meeting at 2:01 p.m., for MTERC Community Development District.

112

113

114 _____
Secretary/Assistant Secretary

Chairman/ Vice Chairman

DRAFT

Tab 6

MTERC COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · TAMPA, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures February 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2023 through February 28, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$5,866.88**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

MTERC Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Innersync Studio, Ltd	100020	20994	ADA Compliant Web Site - Quarterly Service 01/23	\$ 384.38
Kutak Rock, LLP	100021	3168810	Legal Services 01/23	\$ 944.50
Rizzetta & Company, Inc.	100019	INV0000075326	District Management Fees 02/23	\$ 3,428.00
Stantec Consulting Services, Inc.	100022	2028728	Engineering Services 01/23	\$ <u>1,110.00</u>
Report Total				\$ <u>5,866.88</u>

INVOICE

BILL TO

Mterc CDD
12750 Citrus Park Lane
Tampa, FL 33625

INVOICE # 20994

DATE 01/01/2023

DUE DATE 01/16/2023

TERMS Net 15

DESCRIPTION	AMOUNT
CDD Website Services - Hosting, support and training	150.00
CDD Ongoing PDF Accessibility Compliance Service	234.38
<hr/>	
Quarterly service	BALANCE DUE
	\$384.38

RECEIVED
01/01/22

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

January 20, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3168810

Client Matter No. 14123-1

Mr. Greg Cox
MTERC CDD
Rizzetta & Company
Suite 115
12750 Citrus Park Lane
Tampa, FL 33625

Invoice No. 3168810
14123-1

Re: General Counsel

For Professional Legal Services Rendered

12/01/22	J. Gillis	0.30	43.50	Coordinate recording of notice of special assessments
12/01/22	A. Willson	0.60	186.00	Review notice of assessments and prepare for recording; confer with Woll regarding same; confer with Harwell and Vice regarding construction items
12/02/22	J. Gillis	0.20	29.00	Follow up on recording of notice of no assessments
12/05/22	J. Gillis	0.20	29.00	Draft memorandum and resolution adopting records retention policy
12/09/22	A. Willson	0.30	93.00	Review proposal for traffic monitoring services; confer with Yi, Harden, and Huber regarding same
12/13/22	A. Willson	0.20	62.00	Confer with Harden and McGraw regarding contracting items
12/16/22	A. Willson	0.80	248.00	Prepare summary of construction procurement process
12/19/22	A. Willson	0.70	217.00	Confer with Vice regarding design-

KUTAK ROCK LLP

MTERC CDD

January 20, 2023

Client Matter No. 14123-1

Invoice No. 3168810

Page 2

build construction contracting items

TOTAL HOURS 3.30

TOTAL FOR SERVICES RENDERED \$907.50

DISBURSEMENTS

Filing and Court Fees 37.00

TOTAL DISBURSEMENTS 37.00

TOTAL CURRENT AMOUNT DUE \$944.50

RECEIVED
01/20/23

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
2/1/2023	INV0000075326

Bill To:

MTERC CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

Services for the month of	Terms	Client Number
February	Upon Receipt	00496

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,170.00	\$1,170.00
Administrative Services	1.00	\$268.67	\$268.67
Financial & Revenue Collections	1.00	\$303.33	\$303.33
Management Services	1.00	\$1,586.00	\$1,586.00
Website Compliance & Management	1.00	\$100.00	\$100.00
		Subtotal	\$3,428.00
		Total	\$3,428.00

Invoice Number	2028728
Invoice Date	January 13, 2023
Customer Number	152916
Project Number	215615034

Bill To

MTERC Community Development District
Eric Dailey
3434 Colwell Avenue
Suite 200
Tampa FL 33614
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID
11-2167170

Project Description: MTERC CDD District Engineering

Stantec Project Manager:	Harwell, Lee
Authorization Amount:	\$70,500.00
Authorization Previously Billed:	\$48,928.11
Authorization Billed to Date:	\$50,038.11
Current Invoice Due:	\$1,110.00
For Period Ending:	January 6, 2023

Email Invoices:	CDDinvoice@rizzetta.com
Copy Invoice:	dkronick@rizzetta.com

Please contact Debra Jones if you have any questions concerning this invoice.

Phone: (239) 263-6416 E-mail: Debra.Jones@Stantec.com

**** PLEASE SEND AN INVOICE # WITH PAYMENT ****

Thank you.

INVOICE

Invoice Number

2028728

Project Number

215615034

Top Task 200

Interim Services

Low Task 200.203

Permanent DE Services 2021/2022

Professional Services

Category/Employee

Hours

Rate

Current
Amount

Harwell, Lee

6.00

185.00

1,110.00

6.00

1,110.00

Professional Services Subtotal

6.00

1,110.00

Low Task 200.203 Subtotal

1,110.00

Top Task 200 Total

1,110.00

Total Fees & Disbursements

\$1,110.00

INVOICE TOTAL (USD)

\$1,110.00

RECEIVED
01/13/23