

Berry Bay Community Development District

June 04, 2026

Agenda Package

TEAMS MEETING INFORMATION

[Join the meeting now](#)

Meeting ID: 240 062 334 037 6 **Passcode:** wU2Sy36X

Dial-in by phone +1 646-838-1601 **Pin:** 311 963 193#

2005 PAN AM CIRCLE SUITE 300
TAMPA, FLORIDA 33607

CLEAR PARTNERSHIPS



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

Berry Bay Community Development District

Board of Supervisors

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

District Staff

Jayna Cooper, District Manager
John Vericker, District Counsel
Tonja Stewart, District Engineer
Arturo Gandarilla, Field Manager
Brooke Chapman, District Manager
Rollamay Turkoane, District Manager
Sade Smith; Clubhouse Manager

Regular Meeting Agenda

Thursday, June 04, 2026, at 2:00 p.m.

The Regular Meeting of the **Berry Bay Community Development District** will be held **June 04, 2026 at 2:00 p.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607**. Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

[Join the meeting now](#)

Meeting ID: 240 062 334 037 6 **Passcode:** wU2Sy36X

Dial-in by phone +1 646-838-1601 **Pin:** 311 963 193#

THE REGULAR MEETING OF BOARD OF SUPERVISORS

1. CALL TO ORDER/ROLL CALL

2. PUBLIC COMMENTS

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

3. BUSINESS ITEMS

A. Consideration of Resolution 2026-13; Authorizing Boundary Amendment to the District

4. CONSENT AGENDA

A. Approval of Minutes of the May 07, 2026, Regular Meeting

B. Consideration of Operation and Maintenance April 2026

C. Acceptance of the Financials and Approval of the Check Register for April 2026

D. Ratification of Down to Earth Proposal #147360 (\$1,004.25)

E. Ratification of Down to Earth Proposal #147793 (\$556.03)

F. Ratification of Down to Earth Proposal #147938 (\$863.23)

G. Ratification of Down to Earth Proposal #147617 (\$1,350.00)

H. Ratification of Down to Earth Proposal #147620 (\$2,296.70)

I. Ratification of Blue Life Pool Service Proposal #5731 (\$4,757.00)

J. Ratification of 4 S Cattle Company LLC Proposal #1052 (\$4,779.50)

K. Ratification of Signal 88, LLC Pool Monitor Services Agreement

L. Ratification of Addendum No. 2 to Landscape Maintenance Agreement with Down to Earth

5. STAFF REPORTS

A. District Counsel

B. District Engineer

C. District Manager

i. Field Inspections Report

6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

7. ADJOURNMENT

RESOLUTION NO. 2026-13

A RESOLUTION AUTHORIZING THE BOUNDARY AMENDMENT OF THE BERRY BAY COMMUNITY DEVELOPMENT DISTRICT AND AUTHORIZING THE SUBMITTAL OF A PETITION TO AMEND THE BOUNDARIES OF THE DISTRICT TO THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, UNDER SECTION 190.046, FLORIDA STATUTES.

WHEREAS, the Berry Bay Community Development District ("**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended, Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District ("**Board**") desires to amend the boundaries of the District and to submit a petition to amend the boundaries of the District to Hillsborough County ("**Petition**") by removing a commercial parcel as described in **Exhibit A** ("**Property**"), which is attached hereto, and incorporated herein.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board hereby authorizes and approves of the boundary amendment of the District and the Board hereby authorizes and directs the Chair or Vice Chair to sign and submit the petition to Hillsborough County, Florida.
2. The Board hereby authorizes and directs the Chair, the Vice Chair, or any member of the Board, the District Manager, District Counsel, and District Engineer to take any action or to offer testimony in any proceeding held in connection with obtaining approval of the petition from Hillsborough County, Florida.
3. This Resolution shall be effective as of June 4, 2026.

PASSED AND ADOPTED THIS 4TH DAY OF JUNE, 2026.

ATTEST:

**BERRY BAY COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Title: Secretary/Assistant Secretary

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

Exhibit A

**BERRY BAY
COMMUNITY DEVELOPMENT DISTRICT
CONTRACTION PARCEL**

THIS IS NOT A SURVEY

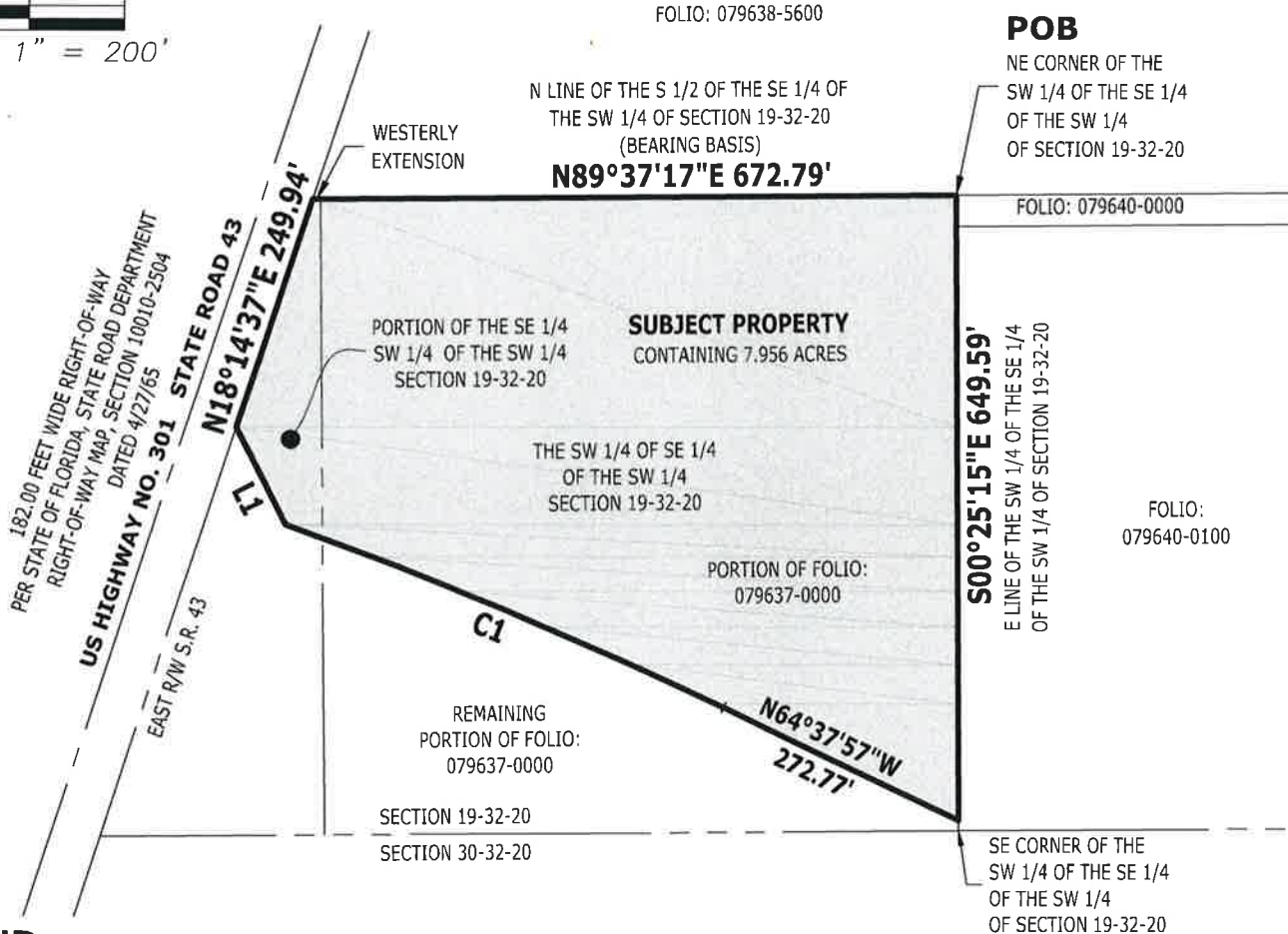
**SECTION 19, TOWNSHIP 32 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA**



0 100' 200'
SCALE: 1" = 200'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	496.05'	4,900.00'	5°48'01"	N67°31'57"W	495.84'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N26°45'23"W	113.56'



LEGEND:

- POB = POINT OF BEGINNING
- R/W = RIGHT OF WAY
- S.R. = STATE ROAD

EISENHOWER MANAGEMENT INC.

BERRY BAY - TRACT 1

SCALE 1" = 200'	DATE 12/04/2019	JOB No. 00083-2018-1163-00		
DRAWN RBC	CHECKED GB	SECTION 19	TOWNSHIP 32 S	RANGE 20 E



4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone: (813) 880-8881
www.Ardurra.com
License #2610

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the original
signature and seal of a Florida licensed Surveyor and Mapper.

GREG BAKSIS
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # LS6956
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\SURVEY\00083\2018\1163\Production\Drawings\BERRY BAY-TRACT 1-S&L.dwg, April 2, 2020 3:06 PM, ARDURRA GROUP, INC.

**SECTION 19, TOWNSHIP 32 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA**

LEGAL DESCRIPTION: (BY ARDURRA)

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

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE SOUTH 00°25'15" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 649.59 FEET; THENCE LEAVING SAID EAST LINE, NORTH 64°37'57" WEST, A DISTANCE OF 272.77 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY 496.05 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 4,900.00 FEET, A CENTRAL ANGLE OF 05°48'01", AND A CHORD BEARING AND DISTANCE OF NORTH 67°31'57" WEST 495.84 FEET; THENCE NORTH 26°45'23" WEST, A DISTANCE OF 113.56 FEET; THENCE NORTH 18°14'37" EAST, ALONG THE EAST RIGHT-OF-WAY U.S. HIGHWAY NO. 301 (STATE ROAD 43), A 182.00 FEET WIDE RIGHT-OF-WAY ACCORDING TO STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 10010-2504, DATED 04/27/65, A DISTANCE OF 249.94 FEET; THENCE NORTH 89°37'17" EAST, ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19, AND SAID NORTH LINE OF THE SOUTH 1/2, RESPECTIVELY, A DISTANCE OF 672.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.956 ACRES.

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, BEING NORTH 89°37'17' EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN U.S. FEET.

EISENHOWER MANAGEMENT INC.

BERRY BAY - TRACT 1



4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone: (813) 880-8881
www.Ardurra.com
License #2610

Q:\SURVEY\00089\2018\1163\Production\Drawings\BERRY BAY-TRACT 1-S&L.dwg, April 2, 2020 3:06 PM, ARDURRA GROUP, Inc.

43 **B. Consideration of Resolution 2026-12; Redesignating a Qualified Public**
44 **Depository - Valley Bank**
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46 On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in
47 favor Resolution 2026-12; Redesignating a Qualified Public Depository
48 - *Valley Bank*, was adopted. 5-0

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50 **C. Annual Notice of Qualified Electors – 1365**
51 Ms. Cooper informed the Board that as of this date, there are 1365 qualified electors.
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53 **FOURTH ORDER OF BUSINESS** **Consent Agenda**

- 54 **A. Approval of Minutes of the April 02, 2025, Regular Meeting**
- 55 **B. Consideration of Operation and Maintenance March 2026**
- 56 **C. Acceptance of the Financials and Approval of the Check Register for March**
57 **2026**
- 58 **D. Ratification of Down to Earth Proposal #142631 (\$5,578.73)**
- 59 **E. Ratification of Weiser Security Services On-Site Installation and Off-Site**
60 **Monitoring Services Agreement**
- 61 **F. Ratification of Down to Earth Proposal #143841 (\$1,750.00)**
- 62 **G. Ratification of Down to Earth Proposal #146334 (\$2,044.36)**
- 63 **H. Ratification of Down to Earth Proposal #146323 (\$2,953.35)**
- 64 **I. Ratification of Down to Earth Proposal #142733 (\$4,390.75)**
- 65 **J. Ratification of Down to Earth Proposal #143880 (\$4,230.50)**
- 66 **K. Ratification of Down to Earth Proposal # #143897 (\$2,952.80)**
- 67 **L. Ratification of Down to Earth Proposal #145879 (\$15,532.50)**
- 68 **M. Ratification of Peerless Communications Inc. Proposal (\$370.00)**
- 69 **N. Ratification of Salva Tree Cutting Service Proposal #2026-105 (\$10,830.00)**
- 70 **O. Ratification of Brown & Brown Insurance Proposal**
71

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

74
75 **FIFTH ORDER OF BUSINESS** **Staff Reports**

- 76 **A. District Counsel**
 - 77 **B. District Engineer**
 - 78 **C. District Manager**
- 79 There being no reports, the next item followed.
- 80 **i. Field Inspections Report**
 - 81 **ii. Lake Maintenance Service Report**
- 82 The Field Inspections and Lake Maintenance Reports were presented, copies
83 of which were included in the agenda package. Mr. Gandarilla provided updates on
84 completed/pending items.

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SIXTH ORDER OF BUSINESS

**Board of Supervisors' Requests and
Comments**

There being none, the next order of business followed.

SEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in favor, the meeting was adjourned at 2:33 pm. 5-0

Jayna Cooper/Rollamay Turkoane
District Manager

Carlos de la Ossa
Chairperson

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 04/01/2026 to 04/30/2026

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	1062	04/03/26	BLUE LIFE POOL SERVICE LLC	23063	APRIL 2026-POOL SERVICES	Pool Maintenance - Contract	531034-57217	\$2,000.00
001	1063	04/03/26	DOWN TO EARTH	171849	MAR 2026-DEBRIS REMOVAL	Debris Cleanup	534121-53908	\$500.00
001	1063	04/03/26	DOWN TO EARTH	171848	MAR 2026-MULCH	Landscape - Mulch	546246-53908	\$1,269.49
001	1063	04/03/26	DOWN TO EARTH	169905	MAR 2026-IRRIGATION REPAIRS	Irrigation Maintenance	546930-53908	\$474.73
001	1063	04/03/26	DOWN TO EARTH	169904	MAR 2026-IRRIGATION REPAIRS	Irrigation Maintenance	546930-53908	\$212.50
001	1063	04/03/26	DOWN TO EARTH	170661	MARCH 2026-IRRIGATION REPAIRS	Irrigation Maintenance	546930-53908	\$498.44
001	1063	04/03/26	DOWN TO EARTH	170660	MAR 2026-IRRIGATION REPAIRS	Irrigation Maintenance	546930-53908	\$498.22
001	1063	04/03/26	DOWN TO EARTH	169694	MAR 2026-LANDSCAPE MAINTENANCE	Landscape Maintenance	546300-53908	\$2,154.00
001	1063	04/03/26	DOWN TO EARTH	169903	MAR 2026-IRRIGATION REPAIRS	Irrigation Maintenance	546930-53908	\$498.49
001	1063	04/03/26	DOWN TO EARTH	171165	APRIL 2026-GENERAL MAINTENANCE	Landscape Maintenance	546300-53908	\$28,694.08
001	1064	04/03/26	ECO-LOGIC SERVICES LLC	6402	MARCH 2026-LAKE MAINTENANCE SERVICES	Aquatics - Contract	546995-53908	\$4,635.00
001	1065	04/03/26	JOBE PEST SERVICES	6325	MAR 2026-PEST CONTROL	Amenity Pest Control	534181-57217	\$140.00
001	1066	04/03/26	SWINE SOLUTIONS	713	MAR 2026-MONTHLY TRAPPING SERVICE	Wildlife Control	531074-53908	\$1,550.00
001	1067	04/06/26	CARLOS DE LA OSSA	CO-040226	BOARD 04/02/26	Supervisor Fees	511100-51301	\$200.00
001	1068	04/06/26	KELLY ANN EVANS	KE-040226	BOARD 04/02/26	Supervisor Fees	511100-51301	\$200.00
001	1069	04/06/26	NICHOLAS J. DISTER	ND-040226	BOARD 04/02/26	Supervisor Fees	511100-51301	\$200.00
001	1070	04/06/26	RYAN MOTKO	RM-040226	BOARD 04/02/26	Supervisor Fees	511100-51301	\$200.00
001	1071	04/08/26	COASTAL FENCE SERVICES, LLC	91	APRIL 2026-FENCE DOOR LATCH-WOMAN'S BATHROOM DOOR	Amenity R&M	546516-57217	\$339.00
001	1073	04/13/26	CARLOS DE LA OSSA	CO-040926	BOARD 4/9/26	Supervisor Fees	511100-51301	\$200.00
001	1074	04/13/26	RYAN MOTKO	RM-040926	BOARD 4/9/26	Supervisor Fees	511100-51101	\$200.00
001	1075	04/15/26	INFRAMARK LLC	175420	APRIL 2026-DISTRICT MGMT SERVICES	Accounting Services	532001-51301	\$1,000.00
001	1075	04/15/26	INFRAMARK LLC	175420	APRIL 2026-DISTRICT MGMT SERVICES	ProfServ-Field Management	531016-53908	\$1,333.33
001	1075	04/15/26	INFRAMARK LLC	175420	APRIL 2026-DISTRICT MGMT SERVICES	Onsite Staff	534215-53908	\$5,833.33
001	1075	04/15/26	INFRAMARK LLC	175420	APRIL 2026-DISTRICT MGMT SERVICES	Disclosure Report	531142-51301	\$950.00
001	1075	04/15/26	INFRAMARK LLC	175420	APRIL 2026-DISTRICT MGMT SERVICES	District Management	531150-51301	\$2,541.67
001	1075	04/15/26	INFRAMARK LLC	175420	APRIL 2026-DISTRICT MGMT SERVICES	Website Admin Services	549936-51301	\$200.00
001	1075	04/15/26	INFRAMARK LLC	175420	APRIL 2026-DISTRICT MGMT SERVICES	ProfServ-Recording Secretary	531036-51301	\$375.00
001	1075	04/15/26	INFRAMARK LLC	175420	APRIL 2026-DISTRICT MGMT SERVICES	Assessment Roll	531141-51301	\$416.67
001	1075	04/15/26	INFRAMARK LLC	175420	APRIL 2026-DISTRICT MGMT SERVICES	ProfServ-Info Technology	531020-51301	\$100.00
001	1075	04/15/26	INFRAMARK LLC	175420	APRIL 2026-DISTRICT MGMT SERVICES	ProfServ-Info Technology	531020-51301	\$100.00
001	1076	04/23/26	ALVAREZ PLUMBING & AIR CONDITIONING	82363	APRIL 2026-AC SERVICE CALL	Amenity R&M	546516-57217	\$961.00
001	1077	04/23/26	CITY-WIDE CLEANING LLC	20078	APRIL 2026-PET STATION	Dog Waste Station Service & Supplies	552161-57217	\$630.00
001	1077	04/23/26	CITY-WIDE CLEANING LLC	20077	APRIL 2026-JANITORIAL SERVICES	Janitorial - Contract	534026-57217	\$900.00
001	1078	04/23/26	DOWN TO EARTH	172673	MARCH 2026-LANDSCAPE MAINTENANCE	Landscape Maintenance	546300-53908	\$5,578.73
001	1078	04/23/26	DOWN TO EARTH	172542	MARCH 2026-WILDLIFE DAMAGE	Landscaping - Plant Replacement Program	546468-53908	\$988.51
001	1078	04/23/26	DOWN TO EARTH	172541	APRIL 2026-TREE REMOVAL	Tree Trimming	546098-53908	\$510.00
001	1078	04/23/26	DOWN TO EARTH	172543	APRIL 2026-LANDSCAPE/IRRIGATION REPAIRS	Irrigation Maintenance	546930-53908	\$85.00
001	1078	04/23/26	DOWN TO EARTH	172543	APRIL 2026-LANDSCAPE/IRRIGATION REPAIRS	Landscaping - Plant Replacement Program	546468-53908	\$833.11
001	1078	04/23/26	DOWN TO EARTH	172672	APRIL 2026-SOD REPLACEMENT	Landscape Maintenance	546300-53908	\$3,383.26
001	1079	04/23/26	INFRAMARK LLC	177102	MAR 2026-POSTAGE	Postage, Phone, Faxes, Copies	541024-51301	\$20.88
001	1080	04/23/26	STRALEY ROBIN VERICKER	28266	MAR 2026-DISTRICT COUNSEL THRU 03/31/26	District Counsel	531146-51301	\$2,490.50
001	1081	04/23/26	THOMPSON SAFETY LLC	TPAINU00031989	JAN 2026-FIRE EXTINGUISHER ANNUAL MAINTENANCE	Amenity R&M	546516-57217	\$157.99
001	1082	04/23/26	WEISER SECURITY SERVICES INC	1260493	SECURITY MONITORING CAMERA DEPOSIT	Amenity Camera R&M	546345-57217	\$1,250.00
001	1083	04/23/26	SUNRISE LANDSCAPE	14 45814	SEPT 25-IRRIGATION REPAIRS	Irrigation Maintenance	546930-53908	\$350.75
001	1084	04/29/26	COASTAL FENCE SERVICES, LLC	102	APRIL 2026-GATE REPAIR	Amenity R&M	546516-57217	\$215.00
001	300124	04/02/26	TECO	031226-89422-ACH	ELECTRIC 02/06/26-03/06/26	Street Lights	543062-53100	\$1,492.08
001	300125	04/06/26	TECO	031326-63334-ACH	ELECTRIC 02/07/26-03/09/26	Street Lights	543062-53100	\$512.90
001	300126	04/06/26	TECO	031326-20294-ACH	ELECTRIC 02/07/26-03/09/26	Street Lights	543062-53100	\$139.88
001	300127	04/06/26	TECO	031326-23916-ACH	ELECTRIC 02/07/26-03/09/26	Electric Utility Services	543041-53100	\$19.37
001	300128	04/06/26	TECO	031326-93150-ACH	ELECTRIC 02/07/26-03/09/26	Electric Utility Services	543041-53100	\$1,424.69
001	300129	04/06/26	TECO	031326-93786-ACH	ELECTRIC 02/07/26-03/09/26	Street Lights	543062-53100	\$8,161.23
001	300130	04/06/26	TECO	031326-93802-ACH	ELECTRIC 02/07/26-03/09/26	Street Lights	543062-53100	\$1,445.44
001	300131	04/06/26	TECO	031326-92960-ACH	ELECTRIC 02/07/26-03/09/26	Street Lights	543062-53100	\$1,025.80
001	300132	04/06/26	TECO	031326-82187-ACH	ELECTRIC 02/07/26-03/09/26	Electric Utility Services	543041-53100	\$18.28
001	300132	04/06/26	TECO	031326-82187-ACH	ELECTRIC 02/07/26-03/09/26	Electric Utility Services	543041-53100	\$0.03
001	300132	04/06/26	TECO	031326-82187-ACH	ELECTRIC 02/07/26-03/09/26	Deposits - Electric	156105-53100	\$9.00
001	300133	04/08/26	BOCC	031826-27985-ACH	WATER 02/16/26-03/18/26	Water/Waste	543021-53100	\$164.66
001	300134	04/17/26	CHARTER COMMUNICATIONS	2748863033126-ACH	INTERNET/PHONE 03/31/26-04/30/26	Amenity Internet	541036-53100	\$120.64
001	300135	04/21/26	TECO	040726-26104-ACH	ELECTRIC 02/07/26-03/09/26	Electric Utility Services	543041-53100	\$528.36
001	300135	04/21/26	TECO	040726-26104-ACH	ELECTRIC 02/07/26-03/09/26	Street Lights	543062-53100	\$10,502.25
001	300136	04/27/26	TRUIST - CC	040226-1411	TRUIST CC PURCHASES-WAGNER SPECIAL EVENTS FACEPAINTING	Community Events	549410-57217	\$300.00
001	DD307	04/30/26	BOCC	041726-27985-ACH	WATER 03/18/26-04/17/26	Water/Waste	543021-53100	\$235.46

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 04/01/2026 to 04/30/2026

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
							Fund Total	\$101,968.75
<hr/>								
SERIES 2021 DEBT SERVICE FUND - 202								
202	1072	04/13/26	BERRY BAY CDD	04082026-0408	SERIES 2021 AND SERIES 2023 FY26 DS 01.06.26	Cash in Transit	103200	\$5,986.28
							Fund Total	\$5,986.28
<hr/>								
SERIES 2023 DEBT SERVICE FUND - 203								
203	1072	04/13/26	BERRY BAY CDD	04082026-0408	SERIES 2021 AND SERIES 2023 FY26 DS 01.06.26	Cash in Transit	103200	\$2,682.73
							Fund Total	\$2,682.73
							Total Checks Paid	\$110,637.76

*Berry Bay
Community
Development
District*

Financial Report

April 30, 2026

CLEAR PARTNERSHIPS



BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet
As of April 30, 2026
(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL	SERIES 2021	SERIES 2023	SERIES 2024	SERIES 2021	SERIES 2023	SERIES 2024	GENERAL	GENERAL	TOTAL
	FUND	DEBT SERVICE	DEBT SERVICE	DEBT SERVICE	CAPITAL	CAPITAL	CAPITAL	FIXED ASSETS	LONG-TERM	
					PROJECTS	PROJECTS	PROJECTS	ACCOUNT	DEBT	
					FUND	FUND	FUND	GROUP FUND	ACCOUNT	
ASSETS										
Cash - Operating Account	\$ 636,806	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 636,806
Accounts Receivable - Off Roll Billing	-	-	162,285	-	-	-	-	-	-	162,285
Due From Other Funds	2,776	2,966	-	229	-	-	-	-	-	5,971
Investments:										
Acquisition & Construction Account	-	5,986	-	-	-	24	11,109	-	-	17,119
Construction Fund Custody	-	-	-	-	74,505	-	-	-	-	74,505
Prepayment Account	-	1,259	-	-	-	-	-	-	-	1,259
Reserve Fund	-	496,430	223,038	81,233	-	-	-	-	-	800,701
Revenue Fund	-	1,113,178	569,466	275,184	-	-	-	-	-	1,957,828
Prepaid Items	3,901	-	-	-	-	-	-	-	-	3,901
Deposits - Electric	9	-	-	-	-	-	-	-	-	9
Fixed Assets										
Construction Work In Process	-	-	-	-	-	-	-	28,273,870	-	28,273,870
Amount Avail In Debt Services	-	-	-	-	-	-	-	-	497,448	497,448
Amount To Be Provided	-	-	-	-	-	-	-	-	24,412,552	24,412,552
TOTAL ASSETS	\$ 643,492	\$ 1,619,819	\$ 954,789	\$ 356,646	\$ 74,505	\$ 24	\$ 11,109	\$ 28,273,870	\$ 24,910,000	\$ 56,844,254
LIABILITIES										
Accounts Payable	\$ 45,333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	45,333
Due To Other Districts	-	-	-	233,427	-	-	-	-	-	233,427
Bonds Payable - Series 2021	-	-	-	-	-	-	-	-	16,265,000	16,265,000
Bonds Payable - Series 2023	-	-	-	-	-	-	-	-	6,245,000	6,245,000
Bonds Payable - Series 2024	-	-	-	-	-	-	-	-	2,400,000	2,400,000
Due To Other Funds	-	-	2,776	-	2,966	-	229	-	-	5,971
TOTAL LIABILITIES	45,333	-	2,776	233,427	2,966	-	229	-	24,910,000	25,194,731
FUND BALANCES										
Nonspendable:										
Prepaid Items	3,901	-	-	-	-	-	-	-	-	3,901
Restricted for:										
Debt Service	-	1,619,819	952,013	123,219	-	-	-	-	-	2,695,051
Capital Projects	-	-	-	-	71,539	24	10,880	-	-	82,443
Unassigned:	594,258	-	-	-	-	-	-	28,273,870	-	28,868,128
TOTAL FUND BALANCES	598,159	1,619,819	952,013	123,219	71,539	24	10,880	28,273,870	-	31,649,523
TOTAL LIABILITIES & FUND BALANCES	\$ 643,492	\$ 1,619,819	\$ 954,789	\$ 356,646	\$ 74,505	\$ 24	\$ 11,109	\$ 28,273,870	\$ 24,910,000	\$ 56,844,254

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2026
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 9,453	\$ 9,453	0.00%
Interest - Tax Collector	-	156	156	0.00%
Rental Income	-	1,400	1,400	0.00%
Fence Easement	-	150	150	0.00%
Special Assmnts- Tax Collector	862,833	1,224,245	361,412	141.89%
Special Assmnts- CDD Collected	487,180	254	(486,926)	0.05%
Other Miscellaneous Revenues	-	13,865	13,865	0.00%
TOTAL REVENUES	1,350,013	1,249,523	(100,490)	92.56%
<u>EXPENDITURES</u>				
<u>Administration</u>				
Supervisor Fees	12,000	5,800	6,200	48.33%
ProfServ-Info Technology	-	1,100	(1,100)	0.00%
ProfServ-Recording Secretary	-	2,925	(2,925)	0.00%
Trustees Fees	4,100	8,867	(4,767)	216.27%
Field Management	12,000	9,333	2,667	77.78%
Assessment Roll	-	2,917	(2,917)	0.00%
Disclosure Report	11,400	11,650	(250)	102.19%
District Counsel	15,000	20,106	(5,106)	134.04%
District Engineer	12,000	7,686	4,314	64.05%
District Management	36,000	17,792	18,208	49.42%
Accounting Services	18,000	7,000	11,000	38.89%
Auditing Services	5,000	9,600	(4,600)	192.00%
Onsite Staff	70,000	40,833	29,167	58.33%
Website ADA Compliance	1,500	3,125	(1,625)	208.33%
Postage, Phone, Faxes, Copies	250	128	122	51.20%
Insurance - General Liability	3,812	3,344	468	87.72%
Public Officials Insurance	3,620	2,939	681	81.19%
Insurance -Property & Casualty	33,411	32,570	841	97.48%
Insurance Deductible	2,500	-	2,500	0.00%
Legal Advertising	2,500	2,292	208	91.68%
Mailings	2,500	-	2,500	0.00%
Bank Fees	250	1,914	(1,664)	765.60%
Website Admin Services	1,500	1,400	100	93.33%
Onsite Office Supplies	250	-	250	0.00%
Dues, Licenses & Fees	500	175	325	35.00%
Total Administration	248,093	193,496	54,597	77.99%

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2026
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>Electric Utility Services</u>				
Amenity Internet	1,200	786	414	65.50%
Water/Waste	3,000	1,560	1,440	52.00%
Electric Utility Services	40,000	13,102	26,898	32.76%
Street Lights	200,100	122,761	77,339	61.35%
Total Electric Utility Services	244,300	138,209	106,091	56.57%
<u>Other Physical Environment</u>				
Wildlife Control	9,000	10,850	(1,850)	120.56%
Waterway Management	5,000	-	5,000	0.00%
Debris Cleanup	5,000	500	4,500	10.00%
Tree Trimming	10,000	510	9,490	5.10%
Landscape - Annuals	18,000	-	18,000	0.00%
Landscape - Mulch	35,000	1,269	33,731	3.63%
Landscape Maintenance	450,000	192,367	257,633	42.75%
Ditches R&M	12,000	-	12,000	0.00%
Landscaping - Plant Replacement Program	40,000	22,115	17,885	55.29%
Storm Cleanup	35,000	-	35,000	0.00%
Irrigation Maintenance	30,000	10,682	19,318	35.61%
Aquatics - Contract	33,600	27,747	5,853	82.58%
Aquatic Plant Replacement	5,000	-	5,000	0.00%
Landscaping - Soil Ammendment	30,000	33,328	(3,328)	111.09%
Total Other Physical Environment	717,600	299,368	418,232	41.72%
<u>Amenities</u>				
Pool Monitor	12,000	-	12,000	0.00%
Pool Maintenance - Contract	24,000	14,505	9,495	60.44%
Janitorial - Contract	10,020	6,032	3,988	60.20%
Amenity Pest Control	1,800	980	820	54.44%
Janitorial - Supplies/Other	1,500	44	1,456	2.93%
Security Monitoring Services	6,000	4,475	1,525	74.58%
Garbage Dumpster - Rental/Collection	3,000	-	3,000	0.00%
Pool Treatments & Other R&M	3,500	4,699	(1,199)	134.26%
Entrance Monuments, Gates, Walls R&M	15,000	3,173	11,827	21.15%
Amenity Camera R&M	2,000	2,500	(500)	125.00%
Amenity R&M	10,000	4,820	5,180	48.20%
Sidewalk, Pavement, Signage R&M	2,000	250	1,750	12.50%
MISC Contingency	15,000	17,778	(2,778)	118.52%
Access Control R&M	5,000	2,470	2,530	49.40%
Holiday Decoration	10,000	6,020	3,980	60.20%

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2026
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Community Events	10,000	1,139	8,861	11.39%
Dog Waste Station Service & Supplies	4,200	3,090	1,110	73.57%
Amenity Furniture R&M	5,000	-	5,000	0.00%
Total Amenities	<u>140,020</u>	<u>71,975</u>	<u>68,045</u>	<u>51.40%</u>
TOTAL EXPENDITURES	1,350,013	703,048	646,965	52.08%
Excess (deficiency) of revenues				
Over (under) expenditures	-	546,475	546,475	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)		51,684		
FUND BALANCE, ENDING		<u>\$ 598,159</u>		

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2026
Series 2021 Debt Service Fund (202)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 23,542	\$ 23,542	0.00%
Special Assmnts- Tax Collector	995,377	999,030	3,653	100.37%
TOTAL REVENUES	995,377	1,022,572	27,195	102.73%
<u>EXPENDITURES</u>				
<u>Debt Service</u>				
Principal Debt Retirement	390,000	-	390,000	0.00%
Interest Expense	606,944	303,472	303,472	50.00%
Total Debt Service	996,944	303,472	693,472	30.44%
TOTAL EXPENDITURES	996,944	303,472	693,472	30.44%
Excess (deficiency) of revenues Over (under) expenditures	(1,567)	719,100	720,667	-45890.24%
<u>OTHER FINANCING SOURCES (USES)</u>				
Operating Transfers-Out	-	(7,112)	(7,112)	0.00%
Contribution to (Use of) Fund Balance	(1,567)	-	1,567	0.00%
TOTAL FINANCING SOURCES (USES)	(1,567)	(7,112)	(5,545)	453.86%
Net change in fund balance	<u>\$ (1,567)</u>	<u>\$ 711,988</u>	<u>\$ 716,689</u>	<u>-45436.38%</u>
FUND BALANCE, BEGINNING (OCT 1, 2025)		907,831		
FUND BALANCE, ENDING		<u>\$ 1,619,819</u>		

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2026
Series 2023 Debt Service Fund (203)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 12,138	\$ 12,138	0.00%
Special Assmnts- Tax Collector	-	447,712	447,712	0.00%
Special Assmnts- CDD Collected	446,075	162,285	(283,790)	36.38%
TOTAL REVENUES	446,075	622,135	176,060	139.47%
<u>EXPENDITURES</u>				
<u>Debt Service</u>				
Principal Debt Retirement	100,000	-	100,000	0.00%
Interest Expense	347,100	173,550	173,550	50.00%
Total Debt Service	447,100	173,550	273,550	38.82%
TOTAL EXPENDITURES	447,100	173,550	273,550	38.82%
Excess (deficiency) of revenues Over (under) expenditures	(1,025)	448,585	449,610	-43764.39%
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(1,025)	-	1,025	0.00%
TOTAL FINANCING SOURCES (USES)	(1,025)	-	1,025	0.00%
Net change in fund balance	<u>\$ (1,025)</u>	<u>\$ 448,585</u>	<u>\$ 451,660</u>	<u>-43764.39%</u>
FUND BALANCE, BEGINNING (OCT 1, 2025)		503,428		
FUND BALANCE, ENDING		<u>\$ 952,013</u>		

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2026
Series 2024 Debt Service Fund (204)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 1,974	\$ 1,974	0.00%
Special Assmnts- CDD Collected	-	59,725	59,725	0.00%
TOTAL REVENUES	-	61,699	61,699	0.00%
<u>EXPENDITURES</u>				
<u>Debt Service</u>				
Interest Expense	-	61,195	(61,195)	0.00%
Total Debt Service	-	61,195	(61,195)	0.00%
TOTAL EXPENDITURES	-	61,195	(61,195)	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	504	504	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>				
Operating Transfers-Out	-	(1,422)	(1,422)	0.00%
TOTAL FINANCING SOURCES (USES)	-	(1,422)	(1,422)	0.00%
Net change in fund balance	\$ -	\$ (918)	\$ (918)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)		124,137		
FUND BALANCE, ENDING		\$ 123,219		

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2026
Series 2021 Capital Projects Fund (302)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 2,028	\$ 2,028	0.00%
TOTAL REVENUES	-	2,028	2,028	0.00%
<u>EXPENDITURES</u>				
<u>Construction In Progress</u>				
Construction in Progress	-	27,929	(27,929)	0.00%
Total Construction In Progress	-	27,929	(27,929)	0.00%
TOTAL EXPENDITURES	-	27,929	(27,929)	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	(25,901)	(25,901)	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	-	7,112	7,112	0.00%
TOTAL FINANCING SOURCES (USES)	-	7,112	7,112	0.00%
Net change in fund balance	<u>\$ -</u>	<u>\$ (18,789)</u>	<u>\$ (18,789)</u>	<u>0.00%</u>
FUND BALANCE, BEGINNING (OCT 1, 2025)		90,328		
FUND BALANCE, ENDING		<u>\$ 71,539</u>		

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2026
Series 2023 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				
TOTAL REVENUES	-	-	-	0.00%
EXPENDITURES				
TOTAL EXPENDITURES	-	-	-	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	-	-	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)		24		
FUND BALANCE, ENDING		<u>\$ 24</u>		

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2026
Series 2024 Capital Projects Fund (304)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 2,391	\$ 2,391	0.00%
TOTAL REVENUES	-	2,391	2,391	0.00%
<u>EXPENDITURES</u>				
<u>Construction In Progress</u>				
Construction in Progress	-	108,899	(108,899)	0.00%
Total Construction In Progress	-	108,899	(108,899)	0.00%
TOTAL EXPENDITURES	-	108,899	(108,899)	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	(106,508)	(106,508)	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	-	1,422	1,422	0.00%
TOTAL FINANCING SOURCES (USES)	-	1,422	1,422	0.00%
Net change in fund balance	<u>\$ -</u>	<u>\$ (105,086)</u>	<u>\$ (105,086)</u>	<u>0.00%</u>
FUND BALANCE, BEGINNING (OCT 1, 2025)		115,966		
FUND BALANCE, ENDING		<u>\$ 10,880</u>		

Bank Account Statement

Berry Bay CDD

Thursday, May 21, 2026

Page 1

CHALLER

Bank Account No. 6498

Statement No. 04-26

Statement Date 04/30/2026

G/L Account No. 101001 Balance	636,806.07	Statement Balance	639,501.82
		Outstanding Deposits	0.00
Positive Adjustments	0.00	Subtotal	639,501.82
Subtotal	636,806.07	Outstanding Checks	-2,695.75
Negative Adjustments	0.00	Ending Balance	636,806.07
Ending G/L Balance	636,806.07		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Outstanding Checks							
03/11/2026	Payment	1047	RYAN MOTKO	Check for Vendor V00024			-200.00
04/06/2026	Payment	1070	RYAN MOTKO	Check for Vendor V00024			-200.00
04/13/2026	Payment	1074	RYAN MOTKO	Check for Vendor V00024			-200.00
04/23/2026	Payment	1077	CITY-WIDE CLEANING LLC	Check for Vendor V00065			-1,530.00
04/23/2026	Payment	1083	SUNRISE LANDSCAPE	Check for Vendor V00044			-350.75
04/29/2026	Payment	1084	COASTAL FENCE SERVICES, LLC	Check for Vendor V00105			-215.00
Total Outstanding Checks							-2,695.75
Outstanding Deposits							
Total Outstanding Deposits							



Down to Earth Landscape & Irrigation

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #147360

Customer Address

Inframark
Jayna Cooper
2005 Pan Am Circle Suite 300
Tampa, Florida 33604
Jayna.Cooper@inframark.com
813-608-8242

Billing Address

Jayna Cooper
Inframark
2005 Pan Am Circle Suite 300
Tampa, FL 33604

Physical Job Address

Berry Bay CDD
4969 Eagle Rock Dr
Wimauma, FL 33589

Job

Irrigation Service Call - Bad
Valve Replacements - 5/5/2026

Estimated Job Start Date

May 14, 2026

Proposed By

Sean Malo

Due Date

Estimate Details				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Irrigation Installation				
Irrigation Labor				\$340.00
2" HUNTER STRAIGHT VALVE W/FLOW CONTROL	Each	1	\$301.03	\$301.03
Rain Bird PEB Industrial Valve Plastic 2 in. w/ Flow Control FIPT x FIPT	Each	1	\$363.22	\$363.22
			Subtotal	\$1,004.25
			Estimated Tax	\$0.00
			Job Total	\$1,004.25

During the monthly wet check, the techs found a two zone valves that are not operating properly and need to be replaced. The valve for zone 174 is stuck open and needs to be replaced. The zone valve behind the pool isn't opening and needs to be replaced. These issues are affecting the turf outside the fence line, behind the pool and playground.

Estimates require a 50% deposit to order and schedule any approved work.

Proposed By:

Sean Malo
Down to Earth

05/06/2026
Date

Agreed & Accepted By:

Signed by:
Kollamay Turkoane
1F3BE9E795D0415...
Inframark

5/13/2026
Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.



Down to Earth Landscape & Irrigation

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #147793

Customer Address

Inframark
Jayna Cooper
2005 Pan Am Circle Suite 300
Tampa, Florida 33604
Jayna.Cooper@inframark.com
813-608-8242

Billing Address

Jayna Cooper
Inframark
2005 Pan Am Circle Suite 300
Tampa, FL 33604

Physical Job Address

Berry Bay CDD
4969 Eagle Rock Dr
Wimauma, FL 33589

Job

Irrigation Service Call - Bad
Valve Replacement - 5/11/2026

Estimated Job Start Date

May 14, 2026

Proposed By

Sean Malo

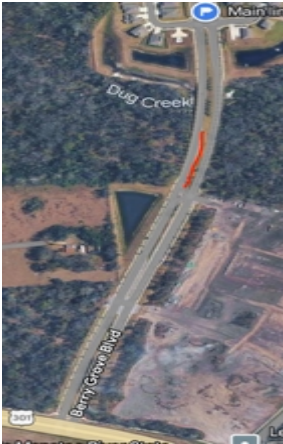
Due Date

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Irrigation Installation				
Irrigation Labor				\$255.00
2" HUNTER STRAIGHT VALVE W/FLOW CONTROL	Each	1	\$301.03	\$301.03
			Subtotal	\$556.03
			Estimated Tax	\$0.00
			Job Total	\$556.03

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.

We received an email from Rollamay about a zone running all day yesterday at Berry Bay. I went to the property this morning and found the zone still running. I attempted to close it manually at the valve using the flow control, but it would not close. I tried flushing the valve by removing the solenoid and the bleed screw, and that didn't work either. I had to close the gate valve to the valve locations in that Island in order to get the zone to shut off. The valve is damaged internally, which is evident by the flow control not shutting off the flow of water to the heads. This valve needs to be replaced, is affecting the center median past Meadow Bay Ct, heading toward the DR Horton office.



Estimates require a 50% deposit to order and schedule any approved work.

Proposed By:

Sean Malo
Down to Earth

05/12/2026
Date

Agreed & Accepted By:

Signed by:
Rollamay Turkoane 5/13/2026
1F3BE9E706D0416...
Inframark Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.



Down to Earth Landscape & Irrigation

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #147938

Customer Address

Inframark
Jayna Cooper
2005 Pan Am Circle Suite 300
Tampa, Florida 33604
Jayna.Cooper@inframark.com
813-608-8242

Billing Address

Jayna Cooper
Inframark
2005 Pan Am Circle Suite 300
Tampa, FL 33604

Physical Job Address

Berry Bay CDD
4969 Eagle Rock Dr
Wimauma, FL 33589

Job

Irrigation Service Call - Bad
Decoders Replacement -
5/12/2026

Estimated Job Start Date

May 18, 2026

Proposed By

Sean Malo

Due Date

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Irrigation Installation				
Irrigation Labor				\$255.00
Hunter ICD Decoder 1 station for use with ACC Controllers	Each	2	\$252.68	\$505.36
3M DBR-Y6 Direct Bury Splice Kit DBRY-6 (Kit of 2) 600V	EA	4	\$10.58	\$42.33
606800 HUNTER 24VAC SOLENOID	Each	2	\$30.27	\$60.54
			Subtotal	\$863.23
			Estimated Tax	\$0.00
			Job Total	\$863.23

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.

Yesterday, we got a report of another stuck valve running close to the roundabout, zone 158. It was turning on and off multiple times throughout the day. This is an indication of a bad decoder at the valve. I sent my team to the property late in the day to get it to shut off. My techs determined that the decoder was bad and removed it from the solenoid to keep it from turning on and off. The decoder will need to be replaced and programmed to get the zone working properly from the timer again. While the techs were there, they also noticed this happening on zone 7, which is on Juniper. They disconnected the decoder from the valve to keep it from doing the on/off thing. This decoder will need to be replaced as well.



Estimates require a 50% deposit to order and schedule any approved work.

Proposed By:

Sean Malo
Down to Earth

05/13/2026

Date

Agreed & Accepted By:

Signed by:

Rollamay Turkoane

5/13/2026

1F3BE9E705D0415...

Inframark

Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.



Down to Earth Landscape & Irrigation

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #147617

Customer Address

Inframark
Jayna Cooper
2005 Pan Am Circle Suite 300
Tampa, Florida 33604
Jayna.Cooper@inframark.com
813-608-8242

Billing Address

Jayna Cooper
Inframark
2005 Pan Am Circle Suite 300
Tampa, FL 33604

Physical Job Address

Berry Bay CDD
4969 Eagle Rock Dr
Wimauma, FL 33589

Job

Grade Hog Damage - May 2026

Estimated Job Start Date

May 7, 2026

Proposed By

Alexandra Steiner

Due Date

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep, Removal, & Disposal (E)				\$1,350.00
			Subtotal	\$1,350.00
			Estimated Tax	\$0.00
			Job Total	\$1,350.00

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.

Grade hog damage at right side ponds off BG Blvd/Eagle Rock behind the DR Horton office



Estimates require a 50% deposit to order and schedule any approved work. Price does not include any irrigation repairs. Irrigation repairs to be billed separately on a time and material basis.

Proposed By:

Alexandra Steiner
Down to Earth

05/08/2026

Date

Agreed & Accepted By:

Signed by:

Rollamay Turkoane

5/10/2026

4F3BE9E795B0415...

Inframark

Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.



Down to Earth Landscape & Irrigation

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #147620

Customer Address

Inframark
Jayna Cooper
2005 Pan Am Circle Suite 300
Tampa, Florida 33604
Jayna.Cooper@inframark.com
813-608-8242

Billing Address

Jayna Cooper
Inframark
2005 Pan Am Circle Suite 300
Tampa, FL 33604

Physical Job Address

Berry Bay CDD
4969 Eagle Rock Dr
Wimauma, FL 33589

Job

(2) Oaks Replacement - May
2026

Estimated Job Start Date

May 8, 2026

Proposed By

Alexandra Steiner

Due Date

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep, Removal, & Disposal (E)				\$679.60
Live Oak "Southern"	2.5" Caliper	2	\$760.95	\$1,521.90
Irrigation Installation				
Irrigation Labor (Hide)				\$85.00
Miscellaneous Irrigation Parts	Each	4	\$2.55	\$10.20
			Subtotal	\$2,296.70
			Estimated Tax	\$0.00
			Job Total	\$2,296.70

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.

As discussed with Carlos and Inframark team, replace 2 Oaks:



Estimates require a 50% deposit to order and schedule any approved work. Price does not include any irrigation repairs. Irrigation repairs to be billed separately on a time and material basis.

Proposed By:

Alexandra Steiner
Down to Earth

05/08/2026

Date

Agreed & Accepted By:

Signed by:

Rollamay Turkoane

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Inframark

5/10/2026

Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.

BLUE LIFE POOL SERVICE | CPC 1461225
 PO Box 1628
 Land O Lakes, FL 34639-1628
 USA
 +18135975009
 accounts@bluelifepools.com
 www.bluelifepools.com

Estimate




ADDRESS
BERRY BAY 5380 NIGHT TIDE LN WIMAUMA, FL 33598

ESTIMATE #	DATE
5731	03/06/2026

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
ANTHONY FILTER.	FIRST HALF RECTANGULAR ANTHONY FILTER GRIDS	49	42.00	2,058.00
ANTHONY FILTER.	SECOND HALF RECTANGULAR ANTHONY FILTER GRIDS	49	42.00	2,058.00
D.E. POWDER.	D.E POWDER.	1	41.00	41.00
INSTALLATION	INSTALLATION	1	600.00	600.00

SUBTOTAL	4,757.00
TAX	0.00
TOTAL	\$4,757.00

Accepted By

Signed by:

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Accepted Date

5/20/2026

4 S Cattle Company LLC

P.O. Box 568
Balm, FL 33503

Estimate

Date	Estimate #
5/18/2026	1052

Name / Address
Berry Bay CDD

Project

Description	Qty	Cost	Total
Install hog proof fencing 15 concreted corners, 15 ft line post spacing	630	7.15	4,504.50
Panel gate	1	275.00	275.00
		Total	\$4,779.50

Customer Signature Jayna Cooper

5-28-2026



Identify



0 200 400ft



-9165193.313, 3207233.591

Pool Monitor Services Agreement

This Pool Monitor Services Agreement (this “**Agreement**”) is entered into as of March 5, 2026, by and between the **Berry Bay Community Development District**, a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes (the “**District**”), and **AR Protective Services LLC**, a Florida limited liability company, d/b/a **Signal 88, LLC**, a Delaware limited liability company (the “**Contractor**”).

Background Information:

The District owns and operates a swimming pool and amenity facility located at 5380 Night Tide Lane, Wimauma, FL 33598. The District desires to hire an independent contractor to provide professional pool monitoring services. The Contractor represents that it is qualified to provide such services, has represented to the District that it is duly licensed in the state of Florida and has any and all approvals and licenses as required by law to provide these services, and is familiar with the District’s property. In consideration of the Contractor’s agreement to perform the services described herein, the District agrees to enter into this Agreement in accordance with the terms of this Agreement.

Operative Provisions:

1. **Incorporation of Background Information**. The background information stated above is true and correct and by this reference the background information is incorporated by reference as a material part of this Agreement.
2. **Scope of Services**. The Contractor shall perform all work, including all labor, material, equipment, supplies, tools, supervision, training, uniforms, services, transportation, and all other necessary incidental items required for the complete performance of the on-site pool monitoring services as further described in the proposal dated February 16, 2026, relevant portions of which are attached hereto as **Exhibit A**.
 - a. Familiarity with District Rules, Regulations, Policies, Operating Procedures
 - i. Full knowledge/awareness of all rules, regulations, or policies of the District.
 - ii. Prepare any incident or accident reports and forward to the District Manager.
 - b. Greet guests and require them to sign in upon entry to the amenity area.
 - c. Enforce the rules, regulations, and policies of the District.
 - i. The Contractor’s staff have the authority to have patrons and others removed from the property when such persons become belligerent, unruly, or in some other way refuse to follow the rules and regulations. Such incidences will be reported promptly to the District.
 - d. Provide the best possible customer service to maintain a welcoming, safe, and comfortable environment, including inspecting and maintaining cleanliness of the amenity area, organizing furniture and cleaning litter.
 - e. Manage and monitor access to and from the amenities and ensure all gates and doors requiring key/card entry are locked during the appropriate times.

- f. Monitor, observe, and report any issues (including, but not limited to, loitering, trespassing, vandalism, and theft).
- g. Contact 911 for any emergency issues.
- h. Provide a monthly written report which will include their observations, interactions, calls to 911, recommendations, or other related comments.
- i. Schedule: 12:00 pm to 8:00 pm, Saturday and Sunday (total of 16 hours per week, except for holiday weekends).

3. Manner of Performance and Care of the Property.

- a. The work shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District and shall be in accordance with the best practices in the industry.
- b. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within 48 hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages, or the District may elect to deduct the costs of the repair from the payment to Contractor for the work under this Agreement.

4. Term. The initial term of this Agreement shall be from May 23, 2026, through September 7, 2026. At the end of the initial term, the Agreement shall automatically terminate.

5. Termination. Either party may terminate this Agreement without cause with 48 hours written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

6. Compensation. The District agrees to compensate the Contractor for the work described above in the not to exceed amount of **\$544.00** per week (16 hours per week) except for holiday weeks, which shall not exceed the amount of **\$816.00** per holiday week (24 hours per holiday week) for the term of the Agreement. Each month the Contractor shall submit an invoice for the work performed the previous month. The District shall pay the Contractor within 45 days of receipt of the invoice. Contractor shall only invoice the District for days/hours they rendered service.

7. Additional Services. When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment or work order authorization.

8. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on

behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

9. **Subcontractor and Affiliates of Contractor.** The Contractor may delegate certain services to a subcontractor or affiliate, but the Contractor shall remain fully responsible to the District for the performance, act, and omissions of its subcontractors or affiliates, and persons directly or indirectly employed by them, as if the Contractor or its employees were performing such services, acts, or omissions. Nothing herein shall create a contractual relationship between the District and any subcontractor or affiliate.
10. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
11. **Background Screening:** Contractor shall provide the District with evidence of a Level I background screening pursuant to Chapter 435, Florida Statutes (the “**Screening**”) for all of Contractor’s staff performing services under this Agreement and shall update the Screening upon request. If the Screening reveals any information which causes the District to determine in its sole discretion that the Contractor is unsuitable or unqualified to perform this Agreement, the District reserves the right to terminate this Agreement immediately.
12. **Permits and Approvals.** Contractor will be responsible for obtaining and the District will be responsible for paying for all necessary permits and other governmental approvals.
13. **Compliance with Governmental Regulations.** The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and shall hereafter comply with all federal, state, and local laws and ordinances relating in any way to the services provided hereunder. Any fees or fines incurred or imposed due to non-compliance shall be borne solely by the Contractor.
14. **Insurance.** The Contractor shall carry commercial general liability insurance of no less than \$2,000,000 insuring against any liability arising out of any act, omission, or alleged act or omission of Contractor, or any of its employees, agents, or subcontractors, including but not limited to property damage, including loss of use, personal or bodily injury, discrimination and harassment, false arrest, detention, or imprisonment, defamation and slander, damage or injury caused by firearms or other weapons and automobile liability. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as “Additional Insured” under such policy. Such insurance policy may not be canceled without a 30-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.
15. **Indemnification.** Contractor agrees to indemnify, defend, and hold the District and its supervisors, officers, managers, agents, and employees harmless from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries,

death, property damage, discrimination and harassment, false arrest, detention, or imprisonment, assault, and battery of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

16. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

17. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

18. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

19. Anti-Human Trafficking. Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

20. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

21. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 873-7300, BY EMAIL AT PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FL 33609.

- 22. Non-Waiver.** No waiver of any covenant or condition of this Agreement by any party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.
- 23. Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the county in which the District is located.

- 24. Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
- 25. Arm's Length Transaction and Interpretation.** This Agreement has been negotiated fully between the parties as an arm's length transaction. 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 any doubtful language will not be interpreted or construed against any party.
- 26. Amendment.** This Agreement may not be altered, changed, or amended, except by an instrument in writing, signed by both parties.
- 27. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.
- 28. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- 29. Notice.** Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.


To the Contractor:
AR Protective Services
Attn: Luis Armas
5508 Golden Isle Drive
Apollo Beach, Florida 33572
LArmas@TeamSignal.com

To the District:
c/o Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33609
Attn: Jayna Cooper
Jayna.Cooper@Inframark.com

- 30. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 31. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

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


AR Protective Services LLC,
a Florida limited liability company,
d/b/a **Signal 88, LLC**,
a Delaware limited liability company,

Signed by:


By: Luis Armas

Title: Owner

**Berry Bay
Community Development District**

Signed by:


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

STATE OF FLORIDA
COUNTY OF _____

Affidavit for Anti-Human Trafficking
Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared _____, who being duly sworn, deposes and says (the “Affiant”):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the _____ (Title) of _____ (the “Company”) and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the _____ Community Development District.
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

Signature of Affiant

Sworn before me on _____, 2026

Notary Public Signature

Notary Stamp

**SIGNAL
PROPOSAL**

Signal 88, LLC ("Franchisor")
3880 S 149th Street, Suite 102
Omaha, NE 68144
Phone: 877.498.8494
Fax: 402.502.2078

**Served By: AR Protective Services
LLC ("Service Provider")**
5508 Golden Isle Dr.
Apollo Beach, FL 33572
Luis Armas
Phone: 732.423.0826
Email: LArmas@TeamSignal.com

Proposal Date: 2026-02-16
Good Through: 2026-05-23
Service Dates: 2026-05-23 - 2026-09-07

Security Location

Berry Bay
Jayna Cooper
5380 Night Tide Lane
Wimauma, FL 33598
Phone: +18136088242
Email: jayna.cooper@inframark.com

Bill To

Berry Bay
Jayna Cooper
5380 Night Tide Lane
Wimauma, FL 33598
Phone: +18136088242
Email: jayna.cooper@inframark.com

Management Company: Inframark
Payment Terms: Net 15
Minimum Annual Rate Increase: 5%

Standard Services	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Week Total	Per Service	Total
Dedicated Officer I	0	0	0	0	0	8	8	16	\$34.00	\$544.00

Taxes are subject to change based upon jurisdiction.

ALL payments are processed through the Franchisor. Payments are to be sent to:
PO Box 8246 Omaha, NE 68108

Services	\$2,366.40
Monthly Total	\$2,366.40

Holidays: 1.5x Regular Rate

New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day

Description of Services

This proposal reflects services including 8 on-site dedicated hours. On-site dedicated hours will be scheduled as follows. Each day would be an 8-hour shift with times adjusting throughout the year based on pool closure times. A breakdown of coverage would look like this:

- 5/23, 5/24 & 5/25 Memorial Day Weekend
- 5/30 & 5/31
- 6/6 & 6/7
- 6/13 & 6/14
- 6/20 & 6/21
- 6/27 & 6/28
- 7/3, 7/4 & 7/5 Fourth of July Weekend
- 7/11 & 7/12
- 7/18 & 7/19
- 7/25 & 7/26
- 8/1 & 8/2
- 8/8 & 8/9
- 8/15 & 8/16
- 8/22 & 8/23
- 8/29 & 8/30
- 9/5, 9/6 & 9/7 Labor Day Weekend

This would be 32 standard days at \$34.00 per hour for 8hours per day= \$8704.00

3 holiday pay days at \$51.00 per hour for 8 hours a day x 3 = \$1224.00

Total \$ 9928.00

Services include monitoring property for a variety of site-specific property violations such as:

- Loitering
- Trespassing
- Unruly Behavior
- Enforcement of community policies and regulations

Communication with the client will be through online reporting accessible through our Signal Edge website as well as the franchise owner or designated personnel. Officers will be well trained and dressed in Signal uniforms with 3M Reflective lettering. Alarm calls will be included at no additional charge during dedicated hours. Additional vehicle tours may be added as a supplement for an additional charge. Residents will be provided the Signal dispatch number to contact our central command center where a "live" person (supervisor on duty) will be available for assistance.

Luis Armas

2026-02-16

Owner

Addendum No. 2 to the Landscape Maintenance Services Agreement

This Addendum No. 2 to the Landscape Maintenance Services Agreement (this “**Addendum No. 2**”) is made and entered into as of June 1, 2026, by and between the **Berry Bay Community Development District** (the “**District**”) and **SSS Down to Earth Opco LLC d/b/a Down to Earth**, an Ohio limited liability company (the “**Contractor**”).

Background Information:

The District and the Contractor entered into the Landscape Maintenance and Irrigation Services Agreement dated October 5, 2025, and the Addendum #1 to the Landscape Maintenance Services Agreement dated January 1, 2026 (collectively the “**Agreement**”). Unless otherwise expressly defined herein, capitalized terms used herein have the meanings assigned to them in the Agreement. The District and the Contractor desire to add additional common areas throughout the development to the scope of services and to update the compensation accordingly. The Contractor submitted proposals for such additional services which have been incorporated into this Addendum No. 2. The District and the Contractor each has the authority to execute Addendum No. 2 and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum No. 2 so that this Addendum No. 2 constitutes a legal and binding obligation of each party hereto.


NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

1. **Incorporation of Background Information**. The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Addendum No. 2.
2. **Addition to Scope of Services**. Contractor agrees to provide additional landscape maintenance services for all of the landscaping in the two (2) additional berm areas as depicted on the attached **Exhibit A**. Contractor shall provide all labor and equipment necessary for these services.
3. **Additional Compensation for Additional Services**. Contractor shall perform the additional services in the new development area for an increase in the monthly amount of \$869.00 and the annual amount of \$10,428.00, increasing the new total annual contract price to **\$354,757.00**. The new TOTAL monthly amount of the full Agreement will be **\$29,563.00**.
4. **Ratification of all Other Terms of the Agreement**. Except as hereby modified, the terms and conditions (including compensation) of the Agreement are hereby ratified and confirmed.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the undersigned have executed this Addendum No. 2 effective as of the date written above.

SSS Down to Earth Opco, LLC
d/b/a Down to Earth

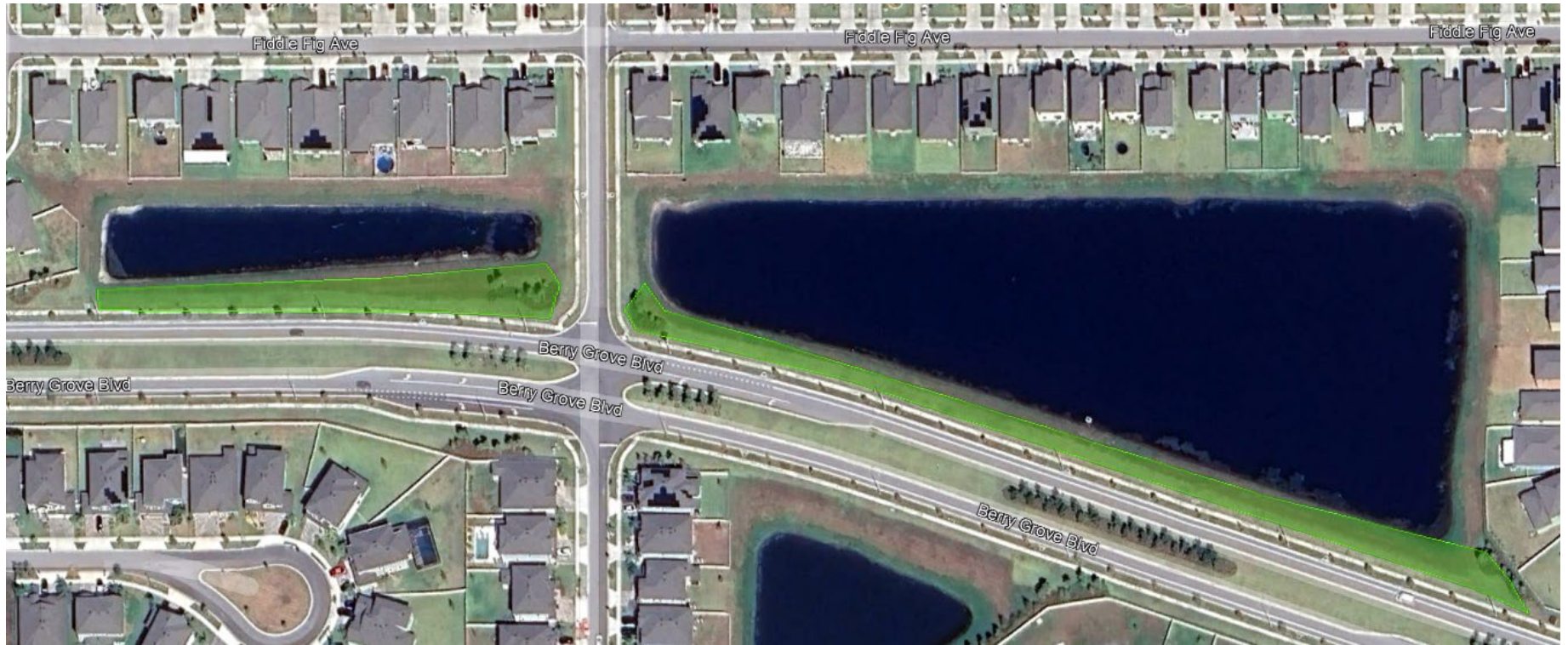
Signed by:

By: _____
Name: Will Dutton
Title: Regional Operations Leader

Berry Bay
Community Development District

Signed by:

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

EXHIBIT A





Berry Bay CDD

Wednesday, May 20 2026

Prepared For Board of Supervisors

28 Item Identified

28 Item Incomplete

Jason Liggett

Director of Field Services

Completed

Scheduled/Monitoring

No response/Not completed

**Hydretian soil moisture application
was applied on 5/27/26**

**Enhancement work for Dune shores
scheduled for 5/28/26**

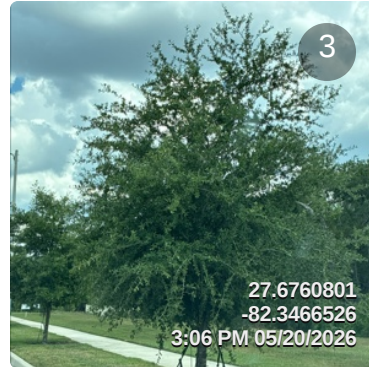
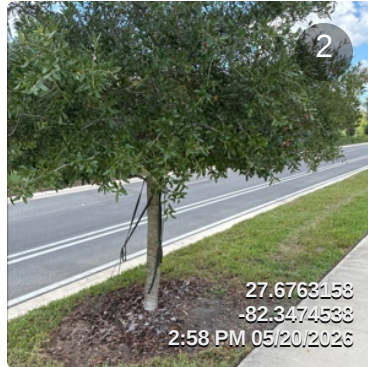
Item 1

Assigned To: Down To Earth

Along Berry Grove Blvd, please begin lifting and training the oak trees. Also remove any staking that is no longer being used and is hanging from the trees.

Please make sure this corridor is cleaned up and presented professionally, as this is a highly visible area within the community.

Let me know once this has been completed.



Item 2

Assigned To: Down To Earth

It is unacceptable to run over the fert signs and leave the debris behind. This is located at the entrance monument to the community and needs to be cleaned up and removed immediately.

Please make sure extra care is being taken in these high-visibility areas moving forward. We need to ensure these entrances are being maintained to the standard expected by the community and the residents.

Let me know once this has been completed.



Item 3

Assigned To: [Down To Earth](#)

Please schedule the replacement of the two dead Sabal palms on the inbound side of the main entrance behind the monument, as well as the one dead Sabal palm on the outbound side.

Please make sure the replacements are coordinated as soon as possible so the entrance presentation can be restored.

Let me know once this has been scheduled and provide an estimated installation date.

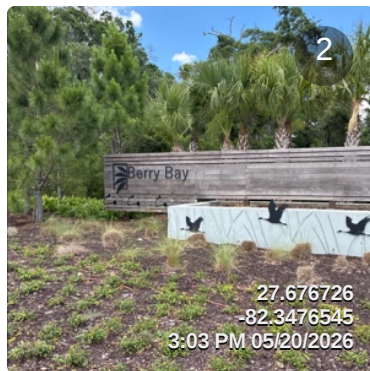
Item 4

Assigned To: [Down To Earth](#)

Some of the ornamental grasses on the outbound side of the main entrance are not doing well. We need to take a break from cutting these back and allow them time to recover and grow out.

Please also fertilize the material to help improve the overall health and appearance of the grasses moving forward.

Let me know once this has been completed and continue monitoring the area for improvement.





Item 5

Assigned To: Brooke Chapman

Please reach out to the appropriate utility/cable company to have the issue at the main entrance corrected. The utility box appears to be collapsing and needs to be addressed as soon as possible for both appearance and safety concerns.

Please keep me updated on who was contacted and the expected timeline for repair.

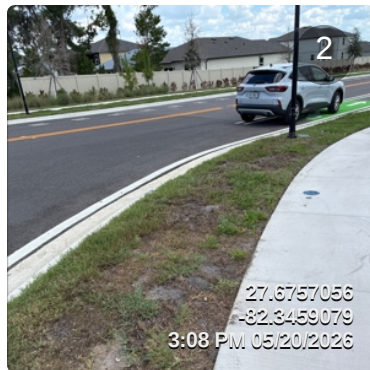
Item 6

Assigned To: Down To Earth

Down To Earth needs to perform a full grub treatment in all Saint Augustine turf areas. During my inspection, I observed white grubs in the larval stage, and immediate treatment is needed to prevent further turf damage.

Please replace the damaged turf with Saint Augustine at the corner of Berry Grove Blvd and Dune Shore Way. In addition, treat all Saint Augustine turf within Dune Shores. If grubs are present in these areas, there is a strong possibility they are also present along the entirety of Berry Grove Blvd.

Please provide an action plan and timeline for treatment and turf replacement.



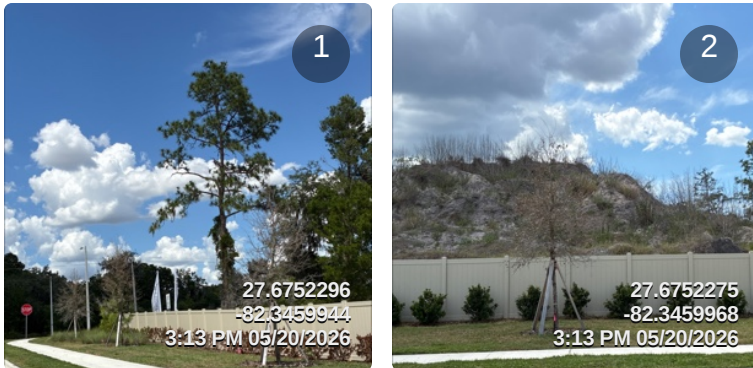
Item 7

Assigned To: Down To Earth

During my inspection, I counted 18 oak trees along Dune Shores Way that need to be replaced.

Please provide an update on when these replacements are scheduled to be completed. We need to make sure this is being addressed in a timely manner to maintain the overall appearance of the community.

Let me know the anticipated timeline moving forward.



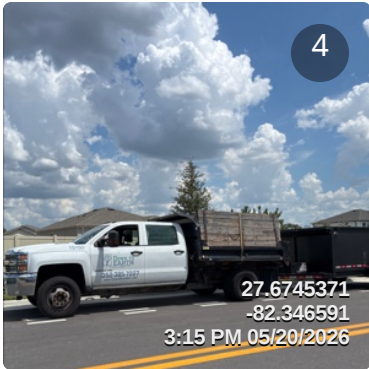
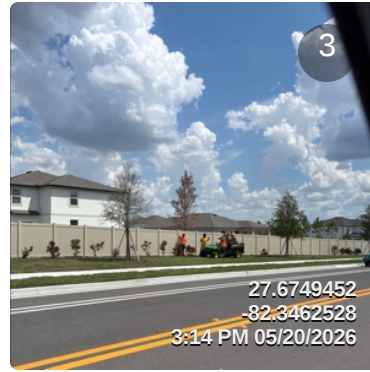
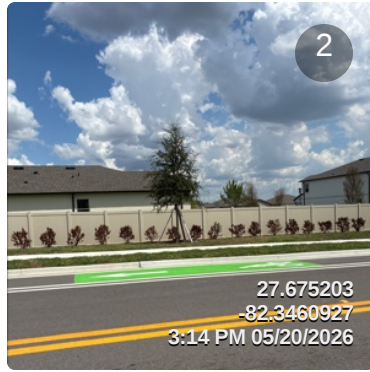
Item 8

Assigned To: Down To Earth

The flagging of the Viburnum on the south side of Dune Shores Way needs to be addressed. During my inspection, I observed crews removing dead Viburnum along Dune Shores Way, and there are still areas showing signs of stress and decline.

Please review the affected sections, determine the extent of the issue, and provide a corrective action plan moving forward.

Let me know what is being recommended and the anticipated timeline for completion.



Item 9

Assigned To: [Down To Earth](#)

The turf at the corner of Dune Shores Way and Bay Stand Way needs to be flagged and replaced.

In addition, the bare spots within the pocket park on Bay Stand Way need to be marked out and replaced as well. Please make sure these areas are properly identified so the necessary turf restoration can be completed.

Let me know the timeline for replacement and when the work is scheduled to be completed.





Item 10

Assigned To: Brooke Chapman

The ADA mat on Bay Stand Way has peeled up and needs to be repaired as soon as possible, as this presents both a safety and liability concern.

If needed, Inframark can complete this repair in-house. Please review the issue and advise on the quickest path to getting this corrected.

Let me know once this has been scheduled.

Item 11

Assigned To: Down To Earth

Please pull the taller weeds around the mail kiosk on Bay Stand Way so the area can be cleaned up and maintained properly.

Also, please replace the one dead pine tree located on Bay Stand Way.

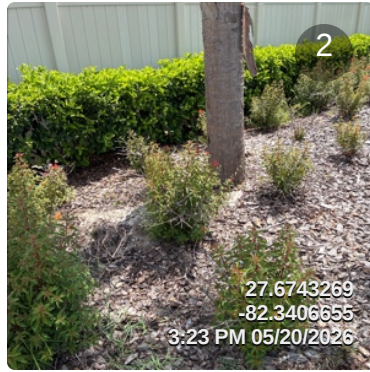
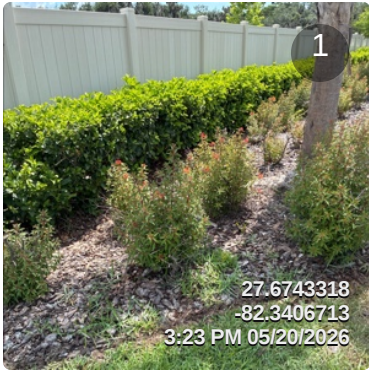


Item 12

Assigned To: Down To Earth

Please remove the bed weeds at the corner of Berry Grove Blvd and Eagle Rock Drive so the area can be cleaned up properly.

Also, please prune out all dead material from the Firebush in this area to improve the overall appearance and health of the plant material.

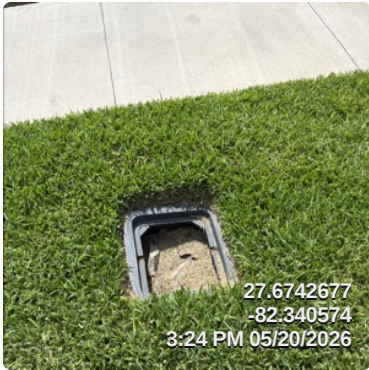


Item 13

Assigned To: [Brooke Chapman](#)

In front of the DR Horton model home, there is a missing lid that needs to be replaced.

Please have this reviewed and corrected as soon as possible to prevent any potential safety concerns and to maintain the appearance of the area.

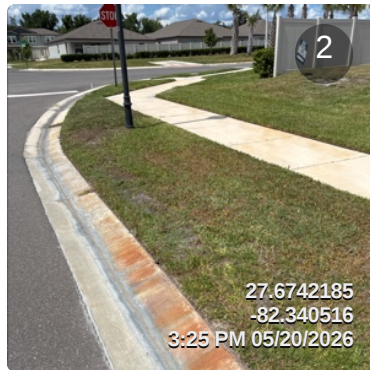


Item 14

Assigned To: [Down To Earth](#)

The turf across from the DR Horton model home on Eagle Rock Drive needs to be replaced.

Please have the area reviewed, flagged as needed, and scheduled for replacement so the overall appearance of the corridor can be improved.





Item 15

Assigned To: Down To Earth

Please improve bed weed control along the Viburnum stands throughout Berry Bay. There are multiple areas where weeds are becoming noticeable and need to be addressed more consistently.

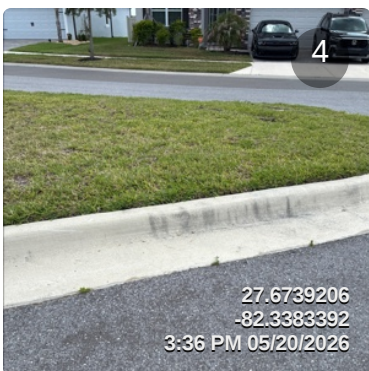
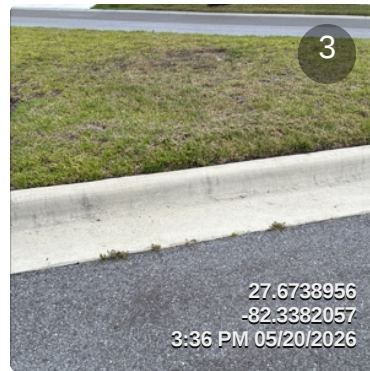
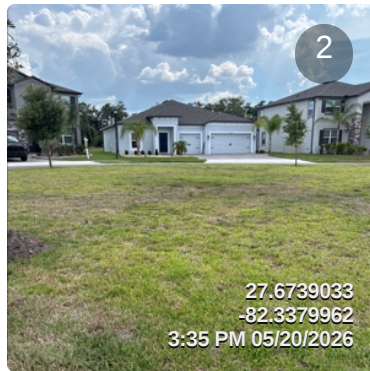
In addition, the soft edging throughout these areas needs to improve. Please make sure the bed lines are being maintained cleanly and professionally to improve the overall appearance of the community.

Item 16

Assigned To: Down To Earth

Please improve the turf fertility within the roundabout island on Eagle Rock Drive. The turf quality in this area needs improvement and should be addressed to enhance the overall appearance of the corridor.

Also, please make sure all irrigation within this area is functioning properly and providing adequate coverage. Review the system for any broken heads, coverage issues, or operational concerns.



Item 17

Assigned To: Down To Earth

Please treat the turf weeds and improve the overall vigor of the turf from the Eagle Rock entrance all the way to the end of Berry Grove Drive.

There is a significant amount of Goosegrass throughout this corridor that needs to be addressed. Please either remove the Goosegrass by hand or use a very light and controlled application of Roundup where appropriate to avoid damaging the surrounding turf.

We need to focus on improving the overall appearance and health of this corridor moving forward. Please provide an update once treatment has begun and advise if any additional recommendations are needed.

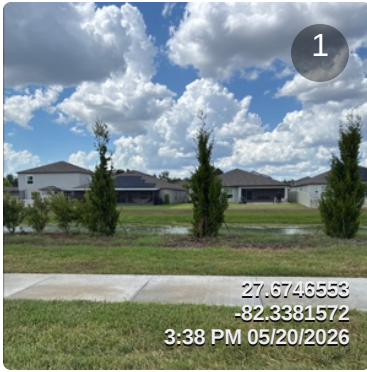


Item 18

Assigned To: [Down to Earth](#)

Please improve the turf fertility and overall turf health on the west side of Berry Grove Blvd just past Eagle Rock Drive.

In addition, the weed control within the landscape beds in this area needs improvement. Please have the beds cleaned up and treated accordingly to improve the overall presentation of the corridor.



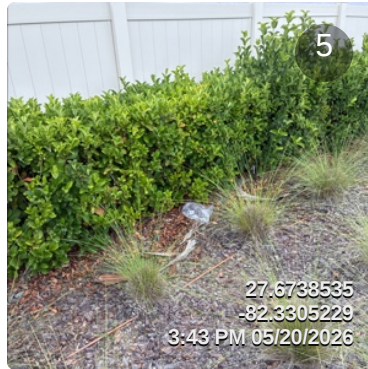
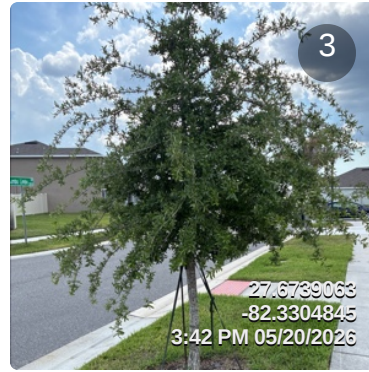
Item 19

Assigned To: [Down To Earth](#)

Please detail the pocket park at Juniper Cove Street and Gumbo Limbo Drive by removing all trash and trimming the Viburnum so the area can be cleaned up and presented properly.

Also, can you confirm whether the Bahia turf in this area is non-irrigated? The turf condition appears inconsistent, and I want to verify if irrigation is available within this section.

Please provide an update once completed.

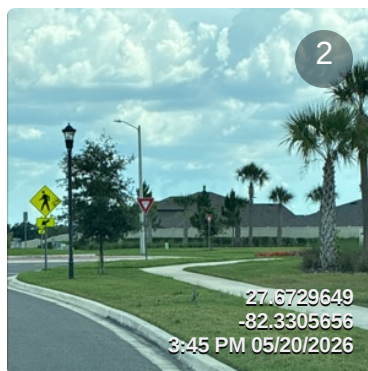
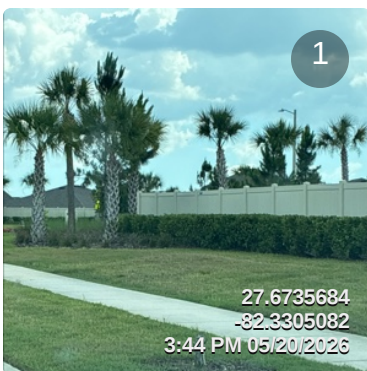


Item 20

Assigned To: [Down To Earth](#)

Please replace the maple tree on Juniper Cove Street before Gumbo Limbo Drive.

Please have the area reviewed and schedule the replacement as soon as possible to maintain the overall appearance of the streetscape.



Item 21

Assigned To: [Down To Earth](#)

Please prune out all dead material from the Firebush at the corner of Juniper Cove Street and Berry Grove Blvd.

In addition, this needs to be addressed throughout the entire roundabout area and across the district wherever Firebush material is showing dead growth. We need to improve the overall appearance and maintenance consistency of these landscape areas moving forward.



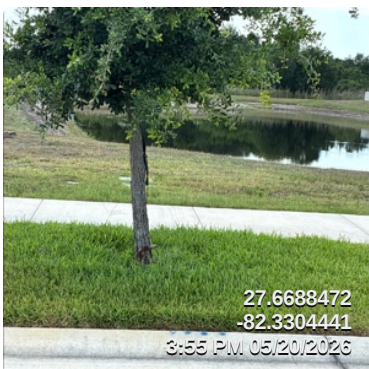
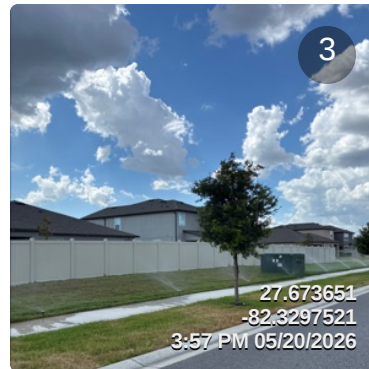
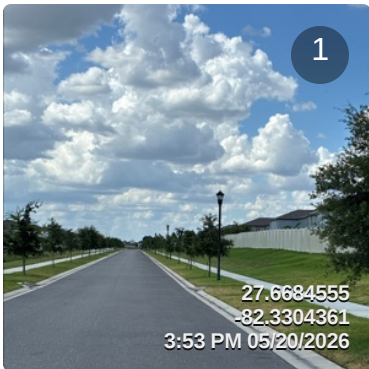
Item 22

Assigned To: Dow To Earth

Please check the irrigation along Juniper Cove Street south of the clubhouse for any clogged nozzles or coverage issues.

There appear to be areas that may not be receiving adequate irrigation, so the system should be reviewed thoroughly to ensure all heads are functioning properly and providing full coverage.

Let me know what is found and if any repairs or nozzle replacements are needed.



Item 23

Assigned To: Down To Earth

Please make sure the tree rings south of the amenity center on Juniper Cove Street are being properly soft edged and kept clean.

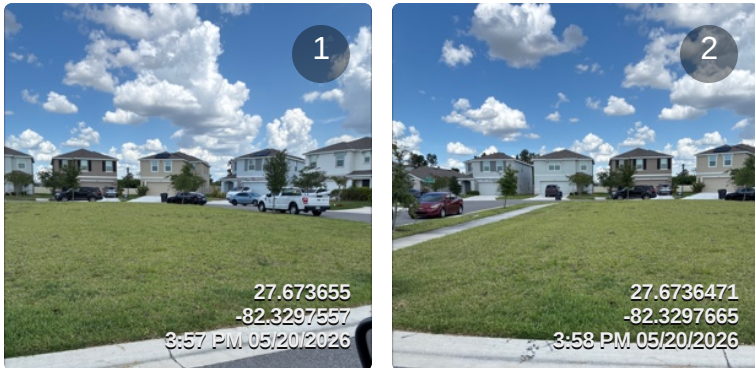
These areas should be maintained consistently to improve the overall appearance and definition around the trees. Please also make sure weeds and excess grass encroachment are being removed during service.

Item 24

Assigned To: Down to Earth

Please improve the turf vigor within the island at the dead end of Gumbo Limbo Drive.

The turf in this area appears stressed and needs additional attention to improve overall health, density, and appearance. Please review irrigation coverage, fertility, and any weed pressure that may be impacting the turf quality.



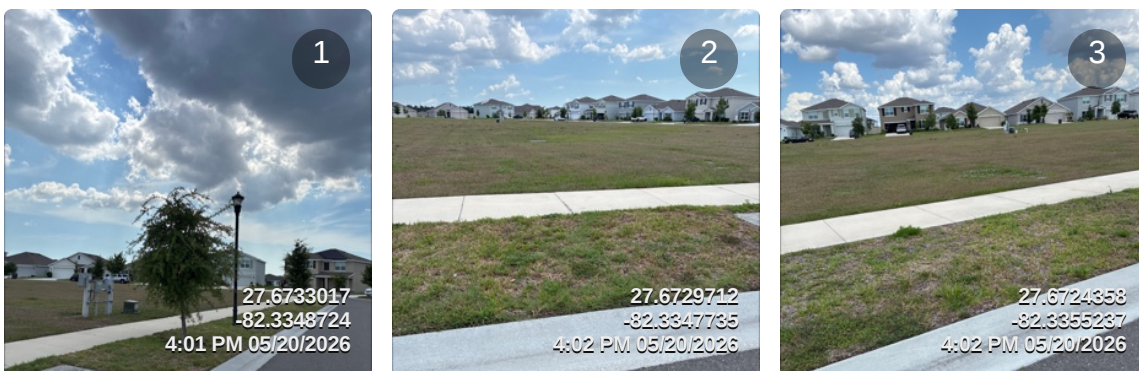
Item 25

Assigned To: Down To Earth

Please improve the turf within the park on Plumeria Drive. The area needs additional attention to improve overall turf quality and appearance.

Also, please lift all oak trees around the park to improve visibility and overall presentation of the area.

In addition, please check the irrigation throughout the park to ensure the turf is receiving adequate water coverage and that all heads are functioning properly.

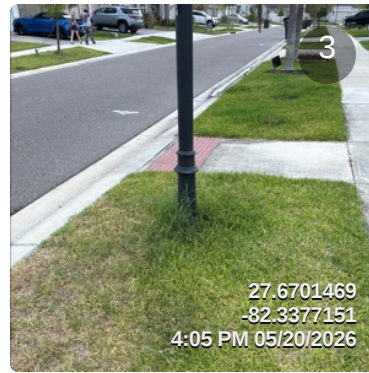


Item 26

Assigned To: Down To Earth

Please make sure the irrigation is fully operational at the park located at Coral Cove Way and Marine Grass Drive. The system should be reviewed to confirm proper coverage and ensure all heads are functioning correctly.

In addition, please improve the overall vigor and appearance of the turf throughout the pocket park. Focus on fertility, irrigation coverage, and any weed or stress issues that may be impacting turf quality.

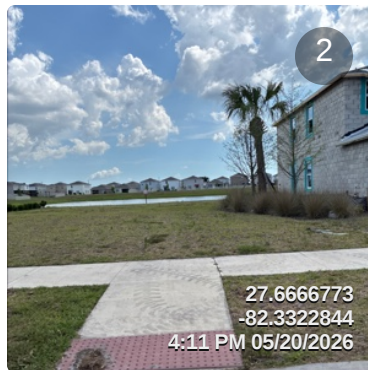


Item 27

Assigned To: [Down To Earth](#)

Please improve the turf fertility and check the irrigation within the pocket park on Dunn Creek. The turf quality in this area needs attention, and the irrigation system should be reviewed to ensure proper coverage and operation.

It also appears that construction vehicles may be driving on the turf, which is contributing to the damage and decline in appearance. Please review the area and determine if protective measures or coordination with the construction teams are needed to prevent further damage.



Item 28

Assigned To: [Down To Earth](#)

Please replace the damaged turf and improve the overall turf vigor at the Berry Bay Ave exit on Saffold Road.

The area needs additional attention to restore the appearance and improve the health and density of the turf. Please review irrigation coverage, fertility, and any weed or stress concerns that may be impacting the area.

