

Board of Supervisors:

Michael Lawson - Chairman
Doug Draper - Vice Chairman
Lori Price - Assistant Secretary
Christie Ray - Assistant Secretary
Brittany Crutchfield - Assistant Secretary

District Staff:

Audette Bruce - District Manager
Brian Quillen - Operations Director
Adriana Urbina - Community Director
John Vericker - District Counsel
Vasili Kostakis - District Engineer
Gary Schwartz - Field Services Manager

Southshore Bay Community Development District

Regular Meeting Agenda

Monday, February 9, 2026 at 6:00 P.M.

Hilton Garden Inn, 4328 Garden Vista Drive, Riverview, Florida 33578

Teams:

Dial In: +1 312-667-7136

Meeting ID: 253 006 069 605 7

Passcode: uY7VP2GG

Dear Supervisors:

A meeting of the Board of Supervisors of the Southshore Bay Community Development District is scheduled for **Monday, February 9, 2026, at 6:00 p.m.** at the **Hilton Garden Inn, 4328 Garden Vista Drive, Riverview, Florida 33578**. The following is the agenda for this meeting for your review and consideration. The Advanced Meeting Package is a working document, and thus all materials are considered drafts. Any additional support material will be distributed at the meeting.

1. Roll Call
2. Audience Comments – (limited to 3 minutes per individual for agenda items)
3. Business Items
 - A. Consideration for Acceptance – Proposal – Annual Arbitrage Calculations from July 2, 2024 to July 2, 2025 - \$475.00 [Exhibit 1](#)
 - B. Consideration of Easement - 17309 Auburn Dove Lane [Exhibit 2](#)
4. Consent Agenda
 - A. Consideration for Acceptance – The Unaudited November 2025 Financials [Exhibit 3](#)
 - B. Consideration for Approval – The Meeting Minutes of the Board of Supervisors Regular Meeting Held January 12, 2026 [Exhibit 4](#)
 - C. Ratification of Landscape Inspection Services and Software Platform Agreement [Exhibit 5](#)
 - D. Ratification of ECS Integrations – Bishop Road Gate Weld Repair - \$815.00 [Exhibit 6](#)
5. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. Kai Field Staff

District Office:

Kai
2502 N. Rocky Point Dr.
Suite 1000, Tampa, FL 33607

Meeting Location:

Hilton Garden Inn
4328 Garden Vista Drive
Riverview, Florida 33578

Board of Supervisors:

Michael Lawson - Chairman
Doug Draper - Vice Chairman
Lori Price - Assistant Secretary
Christie Ray - Assistant Secretary
Brittany Crutchfield - Assistant Secretary

- Kai Field Inspection Report
- Consideration of Proposals

District Staff:

Audette Bruce - District Manager
Brian Quillen - Operations Director
Adriana Urbina - Community Director
John Vericker - District Counsel
Vasili Kostakis - District Engineer
Gary Schwartz - Field Services Manager

Exhibit 7

***Under Separate
Cover***

D. District Manager

6. Supervisors Requests

7. Audience Comments – New Business – (limited to 3 minutes per individual for non-agenda items)

8. Adjournment

We look forward to seeing you at the meeting. In the meantime, if you have any questions or would like to obtain a copy of the full agenda, please do not hesitate to call us at 813-565-4663.

Sincerely,

Audette Bruce
District Manager

District Office:

Kai
2502 N. Rocky Point Dr.
Suite 1000, Tampa, FL 33607

Meeting Location:

Hilton Garden Inn
4328 Garden Vista Drive
Riverview, Florida 33578

EXHIBIT 1

AGENDA

Arbitrage Rebate Counselors, LLC
Arbitrage Regulations Compliance for Issuers of Tax-Exempt Bonds

January 26, 2026

Southshore Bay Community Development District
c/o Kai
2502 N. Rocky Point Drive
Tampa, FL 33607

Re: Proposal – Annual Arbitrage Calculations – Southshore Bay CDD – \$7,475,000 Capital Improvement Revenue Bonds, Series 2024 (“Series 2024”)

Dear Southshore Bay Community Development District:

Arbitrage Rebate Counselors is pleased to provide you with this proposal to perform Annual Arbitrage Calculations for the above-referenced Series 2024.

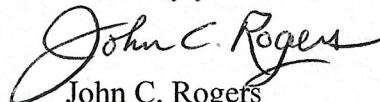
We understand that proceeds of Series 2024 were issued to: (1) finance a portion of the cost of acquiring, constructing, and equipping assessable improvements, (2) pay costs associated with the issuance of Series 2024, and (3) fund the Series 2024 Reserve Account.

The Annual Arbitrage Calculations will cover the initial annual period July 2, 2024 to July 2, 2025, and each successive annual period thereafter ending on July 2nd.

Our services include: (1) obtaining all relevant records, (2) compiling a computerized record of all project investments, interest earnings and disbursements, (3) calculating bond yield, (4) computing arbitrage liability, (5) performing “spending exceptions” analyses, (6) preparing arbitrage opinion letter, and (7) assisting with making arrangements for paying any arbitrage due.

Our fee to prepare each Annual Arbitrage Calculation is a “flat-fee” of \$475.00. Southshore Bay CDD may terminate this contract at any time at its discretion.

Sincerely yours,


John C. Rogers
President

Acknowledged and accepted:

Signed: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 2

AGENDA

**(FINAL SURVEY WITH
SELECTIVE SPOT ELEVATIONS)**

LOT 14, BLOCK 48
FOREST BROOKE ACTIVE ADULT
PHASES 6A, 7, AND COLLECTOR ROAD
SECOND EXTENSION PHASE 3
HILLSBOROUGH COUNTY, FLORIDA.

PREPARED FOR AND CERTIFIED TO:
LENNAR TITLE INC.
DOMA TITLE INSURANCE, INC.
LENNAR MORTGAGE, LLC, ISAOA/ATIMA
SAMANTHA C. CHONG

SCC

SEC. 17, TWP. 32 S, RNG. 20 E.

BEARING BASIS:

CENTER LINE OF AUBURN DOVE LN. BEING N 00°30'00" W

THIS SURVEY IS SUBJECT TO ANY FACTS THAT
MAY BE DISCLOSED BY A FULL AND ACCURATE
TITLE SEARCH. ALSO SUBJECT TO SETBACKS,
EASEMENTS AND RESTRICTIONS OF RECORD.

UNDERGROUND FOTTER, STEM WALL, AND
UNDERGROUND UTILITIES ARE NOT LOCATED OR
SHOWN.

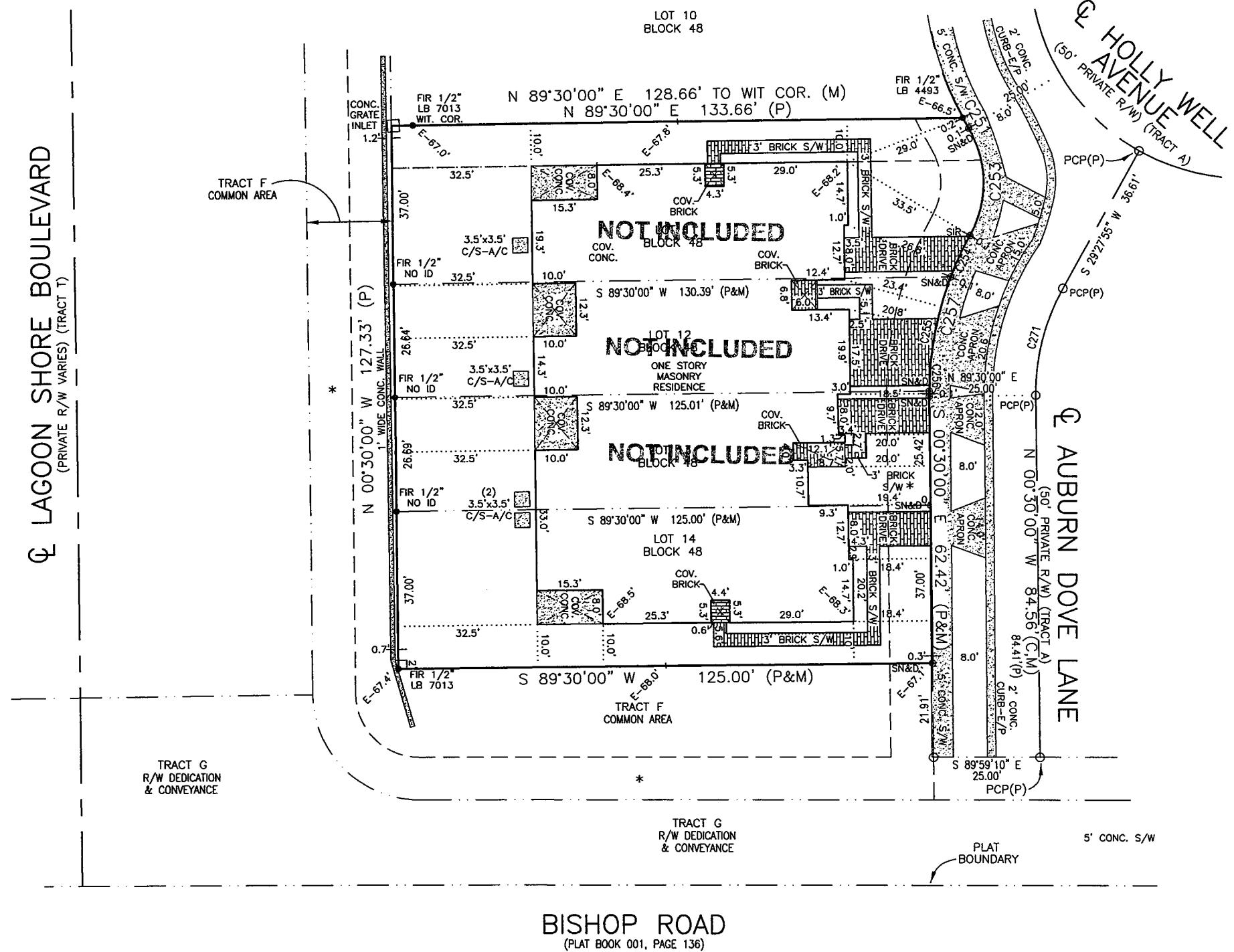
DO NOT SCALE THIS PRINT. DIMENSIONS AND
NOTES TAKE PREFERENCE.

STRUCTURE TIES SHOWN HEREON DENOTES
MEASUREMENT FROM FORM BOARDS/FOUNDATION
TO PROPERTY LINE.

PURPOSE OF SURVEY: TO OBTAIN HORIZONTAL
AND/OR VERTICAL DIMENSIONAL DATA TO SHOW
CONSTRUCTION IMPROVEMENTS.

* = 10' PUBLIC UTILITY EASEMENT.

** = 10' PRIVATE DRAINAGE EASEMENT.



CURVE TABLE (PLAT & MEASURED)

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C251	75.00'	2.80'	2.80'	S 29°27'59" E	02°08'13"
C253	25.00'	26.18'	25.00'	S 00°32'00" E	60°00'11"
C254	75.00'	10.63'	10.62'	S 25°24'31" W	08°07'09"
C255	75.00'	27.33'	27.18'	S 10°54'32" W	20°52'50"
C256	75.00'	1.27'	1.27'	S 00°00'57" E	00°58'07"
C257	75.00'	39.23'	38.78'	S 14°29'03" W	29°58'06"
C271	50.00'	26.15'	25.85'	N 14°28'57" E	29°57'55"

DESCRIPTION:

LOT 14, BLOCK 48, MAP OR PLAT ENTITLED
"FOREST BROOKE ACTIVE ADULT PHASES 6A, 7, AND
COLLECTOR ROAD SECOND EXTENSION PHASE 3". AS RECORDED
IN PLAT BOOK 142, PAGES 287 THROUGH 300, OF THE PUBLIC
RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

APPARENT FLOOD HAZARD ZONE: "X" COMMUNITY PANEL NO. 12057C 0680 H EFFECTIVE DATE: 08/28/2008

VERTICAL DATUM NOTE:

ALL ELEVATIONS SHOWN HEREON ARE IN
FEET AND ARE BASED ON HILLSBOROUGH
COUNTY BENCH MARK VC192, HAVING A
PUBLISHED ELEVATION OF 67.68 FEET
REFERENCED TO NORTH AMERICAN
VERTICAL DATUM OF 1988 (NAVD 88),
PER APPROVED CONSTRUCTION PLANS
PREPARED BY HAMILTON ENGINEERING &
SURVEYING, INC., DATED: 10/26/2020.

LOWEST FLOOR ELEVATIONS:

LIVING AREA: 68.82'
GARAGE AREA: 68.26'
ELEVATIONS REFERENCED TO
NORTH AMERICAN VERTICAL
DATUM OF 1988. MEAN SEA
LEVEL= 00.00 FT.

Square Feet: 16367.86 ± LENNAR HOMES

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY
RESPONSIBLE CHARGE AND MEETS THE APPLICABLE STANDARDS
OF PRACTICE FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD
OF LAND SURVEYORS IN CHAPTER 5J-17.051 THROUGH 5J-17.053,
FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027
FLORIDA STATE STATUTES.



This has been electronically
signed and sealed
by John Rutherford McDonald
using a digital signature and date
stamp. The original paper copies of this document
are not considered signed and
sealed and the signature must be
verified on any electronic copies.

John R McDonald

2023.12.13

14:53:22 -05'00'

SIGNATURE
JOHN R. BEACH
FLORIDA REG. LAND SURVEYOR No. 2984
JOHN R. McDONALD
PROFESSIONAL SURVEYOR & MAPPER No. 6986

JOHN R. BEACH & ASSOCIATES, INC. SURVEYORS AND MAPPERS 911 WEST ST. PETERSBURG DRIVE OLDSMAR, FLORIDA 34677 (813) 854-1276 FAX (813) 855-8370 ONE WAY		Drawn By: SMS Checked By: JRB Scale: 1"=30'	Revisions: BOUNDARY 11/17/2022 JT 1ST FORM BOARD TIE IN 4/10/23 ALM 2ND FORM BOARD TIE IN 4/26/23 ALM FOUNDATION TIE IN 5/12/23 ALM
NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	Date: FINAL 12/11/23 MAH		







EXHIBIT 3

AGENDA

Southshore Bay Community Development District

Financial Statements
(Unaudited)

Period Ending
November 30, 2025

Southshore Bay CDD
Balance Sheet
November 30, 2025

		2024 AA2	2024 AA2	
	GENERAL FUND	DEBT SERVICE	CONSTRUCTION FUND	CONSOLIDATED TOTAL
1 ASSETS:				
2 CASH	\$ 13,261	\$ -	\$ 3,155	\$ 16,416
3 RESTRICTED CASH	12,307	-	-	12,307
4 ACCOUNTS RECEIVABLE	77,763	-	-	77,763
5 ASSESSMENTS RECEIVABLE	968,578	498,750	-	1,467,328
6 ASSESSMENTS RECEIVABLE-EXCESS FEES	-	-	-	-
7 DEPOSITS	3,600	-	-	3,600
8 PREPAID	8,440	-	-	8,440
9 DUE FROM GENERAL FUND	-	13,250	-	13,250
10 DEBT SERVICE:				
11 REVENUE	-	34,234	-	34,234
12 COST OF ISSUANCE	-	-	-	-
13 INTEREST	-	-	-	-
14 PREPAYMENT	-	-	-	-
15 RESERVE	-	511,962	-	511,962
16 TOTAL ASSETS	\$ 1,083,950	\$ 1,058,196	\$ 3,155	\$ 2,145,301
17				
18 LIABILITIES:				
19 ACCOUNTS PAYABLE	\$ 213,902	\$ -	\$ -	\$ 213,902
20 ACCRUED EXPENSES	-	-	-	-
21 DEFERRED REVENUE	968,578	498,750	-	1,467,328
22 DUE TO DEBT SERVICE FUND	13,250	-	-	13,250
23				
24 FUND BALANCE:				
25 NONSPENDABLE:				
26 PREPAID AND DEPOSITS	12,040	-	-	12,040
27 RESTRICTED FOR:				
28 CAPITAL PROJECTS	-	-	3,155	3,155
29 DEBT SERVICE	-	559,446	-	559,446
30 ASSIGNED:	-	-	-	-
31 UNASSIGNED:	(123,820)	-	-	(123,820)
32 TOTAL LIABILITIES & FUND BALANCE	\$ 1,083,950	\$ 1,058,196	\$ 3,155	\$ 2,145,301

Southshore Bay CDD
Statement of Revenues, Expenditures and Changes in Fund Balance
General Fund
For Period October 1, 2025 through November, 30, 2025

		FY2026 ADOPTED BUDGET	FY2026 BUDGET YEAR-TO-DATE	FY2026 ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
1	REVENUE				
2	SPECIAL ASSESSMENTS - ON-ROLL	\$ 994,310	\$ 99,431	\$ 25,732	(73,699)
3	DEVELOPER FUNDING	-	-	32,527	32,527
4	DEVELOPER FUNDING-INTERIM FUNDING	-	-	-	-
5	LOT CLOSINGS	-	-	-	-
6	GAP LOAN PROCEEDS - OTHER FINANCING SOURCE	380,054	-	-	-
7	MISCELLANEOUS REVENUE	-	-	-	-
8	INTEREST	-	-	4	4
9	TOTAL REVENUE	\$ 1,374,364	\$ 99,431	\$ 58,263	\$ (41,168)
10	EXPENDITURES				
11	GENERAL ADMINISTRATIVE				
12	SUPERVISORS COMPENSATION	\$ 12,000	\$ 2,000	\$ 1,600	\$ 400
13	PAYROLL TAXES	918	153	260	(107)
14	PAYROLL PROCESSING	715	119	150	(31)
15	MANAGEMENT CONSULTING SERVICES	32,000	5,333	5,333	-
16	PLANNING, COORDINATING & CONTRACT SERVICES	24,000	4,000	4,000	-
17	ADMINISTRATIVE SERVICES	3,500	583	583	-
18	BANK FEES	300	50	-	50
19	MISCELLANEOUS	500	83	-	83
20	AUDITING SERVICES	4,400	733	733	-
21	TRAVEL PER DIEM	300	50	331	(281)
22	INSURANCE	40,000	6,667	4,465	2,202
23	REGULATORY AND PERMIT FEES	175	29	175	(146)
24	LEGAL ADVERTISEMENTS	1,500	250	-	250
25	ENGINEERING SERVICES	4,000	667	-	667
26	LEGAL SERVICES	15,000	2,500	1,310	1,190
27	WEBSITE HOSTING	2,015	336	336	-
28	ADMINISTRATIVE CONTINGENCY	14,500	2,417	183	2,234
29	TOTAL GENERAL ADMINISTRATIVE	155,823	25,971	18,727	7,244
30	DEBT ADMINISTRATION:				
31	DISSEMINATION AGENT	8,500	1,417	417	1,000
32	TRUSTEE FEES	4,256	709	709	-
33	ARBITRAGE	475	79	-	79
34	GAP LOAN REPAYMENT (GAP LOAN):				
35	LOAN REPAYMENT (GAP LOAN)	230,571	38,429	-	38,429
36	HURRICANE DAMAGE (GAP LOAN):	149,483	24,914	-	24,914
37	GAP LOAN REQUIRED RESERVE	14,554	2,426	-	2,426
38	GAP LOAN - COST OF ISSUANCE	7,800	1,300	-	1,300
39	GAP LOAN INTEREST	18,853	3,142	-	3,142
40	TOTAL DEBT SERVICE ADMINISTRATION	434,492	2,205	1,126	1,079
41	PHYSICAL ENVIRONMENT EXPENDITURES				
42	COMPREHENSIVE FIELD SERVICES	15,000	2,500	2,500	-
43	AMENITY MANAGEMENT SERVICES	5,000	833	833	-
44	STREETPOLE LIGHTING	141,732	23,622	27,702	(4,080)
45	ELECTRICITY (IRRIGATION & POND PUMPS)	6,000	1,000	169	831
46	WATER	6,000	1,000	-	1,000
47	LANDSCAPING MAINTENANCE	294,856	49,143	37,476	11,667
48	LANDSCAPE ENHANCEMENT	60,000	10,000	4,709	5,291
49	TREE TRIMMING	5,000	833	-	833
50	MULCH	30,000	5,000	-	5,000
51	IRRIGATION MAINTENANCE	25,000	4,167	3,220	947
52	POND MAINTENANCE	14,100	2,350	2,100	250
53	EROSION REPAIR	15,000	2,500	-	2,500
54	GATE MAINTENANCE AND MONITORING	34,348	5,725	1,539	4,186
55	SECURITY SERVICES	23,760	3,960	-	3,960
56	CAMERAS	660	110	165	(55)
57	GATE CLICKERS	10,000	1,667	-	1,667
58	HOLIDAY DECORATIONS/EVENTS	25,000	4,167	-	4,167
59	ROAD MAINTENANCE COST SHARE	1,800	300	-	300
60	MAINTENANCE SERVICE	12,000	2,000	-	2,000
61	CONTINGENCY FOR PHYSICAL ENVIRONMENT	58,793	9,799	1,957	7,842
62	TOTAL PHYSICAL ENVIRONMENT	784,049	130,675	82,370	48,306
63	UNBUDGETED EXPENDITURES				
64		-	-	-	-
65	TOTAL EXPENDITURES	\$ 1,374,364	\$ 158,851	\$ 102,222	\$ 56,629
66	OTHER FINANCING SOURCES (USES)				
67	TRANSFER IN	-	-	-	-
68	TRANSFER-OUT	-	-	-	-
69	TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-
70	EXCESS REVENUE OVER (UNDER) EXPEND.				
71		-	(59,420)	(43,959)	15,461
72	FUND BALANCE - BEGINNING				
73		-	-	(67,821)	
74	FUND BALANCE - ENDING	\$ -	\$ (59,420)	\$ (111,780)	

Southshore Bay CDD
Statement of Revenues, Expenditures and Changes in Fund Balance
Debt Service Fund Series 2024 AA2
For Period October 1, 2025 through November, 30, 2025

		FY 2025 ADOPTED BUDGET	YTD BUDGET	YTD ACTUAL	YTD VARIANCE FAV (UNFAV)
1	REVENUES				
2	On-Roll Assessments	\$ 512,000	\$ 51,200	\$ 13,250	\$ (37,950)
3	Interest	-	-	3,344	3,344
4	Lot Closings	-	-	-	-
5	Total revenues	512,000	51,200	16,594	(34,606)
6					
7	EXPENDITURES				
8	Principal prepayment	-	-	-	-
9	Principal:				
10	May 2026	110,000	-	-	-
11	Interest:				
12	November 2025	200,606	-	200,606	(200,606)
13	May 2026	197,994	-	-	-
14	Total debt service expenditures	508,600	-	200,606	(200,606)
15					
16	Excess/(deficiency) of revenues over/(under) expenditures	3,400	51,200	(184,012)	(235,212)
17					
18	Other Financing Sources and (Uses)				
19	Transfer In	-	-	-	-
20	Transfer Out	-	-	-	-
21	EXCESS REVENUE OVER (UNDER) EXPENDITURE				
22	AFTER OTHER FINANCING SOURCES AND (USES)	3,400	51,200	(184,012)	(235,212)
23					
24					
25	Fund balance - beginning (unaudited)			743,458	
26	Fund balance - ending			<u>\$ 559,446</u>	

Southshore Bay CDD
2024 CAPITAL PROJECTS FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
For Period October 1, 2025 through November, 30, 2025

	ACTUAL	
	YEAR-TO-DATE	
1 REVENUE		
2 DEVELOPER FUNDING	\$ -	
3 BOND PROCEEDS	-	
4 INTEREST	21	
5 TOTAL REVENUE	21	
6		
7 EXPENDITURES		
8 CONSTRUCTION IN PROGRESS	-	
9 TOTAL EXPENDITURES	-	
10		
11 EXCESS REVENUE OVER (UNDER) EXPEND.	21	
12		
13 Other Financing Sources and (Uses)		
14 TRANSFER IN	-	
15 TRANSFER OUT	-	
16 EXCESS REVENUE OVER (UNDER) EXPENDITURE		
17 AFTER OTHER FINANCING SOURCES AND (USES)	21	
18		
19 FUND BALANCE - BEGINNING	3,135	
20 FUND BALANCE - ENDING	\$ 3,156	

Southshore Bay Community Development District
Cash Reconciliation - General Fund
November 30, 2025

	Bank United (Operating Acct)
Balance Per Bank Statement	\$ 26,882.71
Plus: Deposits in Transit	-
Less: Outstanding Checks	(1,313.38)
<i>Adjusted Bank Balance</i>	<i>\$ 25,569.33</i>
Beginning Cash Balance Per Books	\$ 4,719.05
Cash Receipts	123,195.91
Cash Disbursements	(102,345.63)
<i>Balance Per Books</i>	<i>\$ 25,569.33</i>

Southshore Bay Community Development District
Check Register - Operating Account
FY2026

Date	Number	Payee	Memo	Payment	Deposit	Balance
9/30/2024			EOY BALANCE			7,789.58
10/1/2025	300056	Spectrum Business	Invoice: 2544221092425-4221 (Reference: 16675 LAGOON SHORE 09/24/25 to 10/23/25.)	205.00		7,584.58
10/31/2025			Interest		0.67	7,585.25
10/31/2025	108		bank analysis charge			6,293.46
10/31/2025	112	Doug Draper	Ira Draper Ck # 36 July BOS meeting 7/14/25			6,108.76
10/31/2025	112	Doug Draper	Ira Draper Ck # 35 Sept BOS meeting 9/8/25			5,893.26
10/31/2025	112	Engage PEO	July 25, Sept 25, and Oct 25 payroll and mileage			3,063.53
10/31/2024				4,726.72	0.67	3,063.53
11/3/2025	300056	Spectrum Business	Invoice: 2544221102425-4221 (Reference: 16675 LAGOON SHORE 10/24/25 to 11/23/25.)	213.95		2,849.58
11/3/2025	114		FY25 Excess Fees			4,268.83
11/3/2025	114		FY25 Excess Fees			4,268.83
11/3/2025	114		FY25 Excess Fees			4,268.83
11/4/2025	300058	Tampa Electric	Invoice: 101325-3285 (Reference: 17364 Lagoon Shore Blvd Sept 09, 2025 to Oct 07, 2025.)	41.56		4,227.27
11/4/2025	300059	Tampa Electric	Invoice: 101325-7789 (Reference: 16896 Lagoon Shore Blvd Sept 09, 2025 to Oct 07, 2025.)	39.18		4,188.09
11/7/2025	100324	Business Observer	Invoice: 25-02688H (Reference: Notice of Meetings Fiscal Year 2025-2026.)	96.25		4,091.84
11/7/2025	100325	Florida Commercial Care, Inc.				-58,568.74
11/7/2025	100326	Egis Insurance Advisors, LLC				-60,664.16
11/12/2025		Dune FB Debt LLC	Invoice: 30380 (Reference: DP-Policy #100125340 10/01/2025-10/01/2026.)	2,095.42		
11/14/2025	300071	IPFS Corporation	Reference: Insurance premium payment-1. https://clientname(FILLIN).payableslockbox.com/DocView/ln	2,369.40		-56,316.93
11/14/2025	110		to record assessments received			-58,686.33
11/14/2025	110		to record assessments received			-40,147.87
11/14/2025	112	Doug Draper	Ira Draper Ck # 36 July BOS meeting 7/14/25			-46,449.09
11/14/2025	112	Doug Draper	Ira Draper Ck # 35 Sept BOS meeting 9/8/25			-46,449.09
11/14/2025	112	Engage PEO	11/10/25 BOS meeting			-47,360.29
11/14/2025	114		bank analysis charge fees refunded from bank			0.62
11/14/2025	114		bank analysis charge fees refunded from bank			-47,359.67
11/14/2025	114		bank analysis charge fees refunded from bank			22.00
11/14/2025	110		to record assessments received			-47,337.67
11/17/2025		Southshore Bay Homeowners' Association				151.00
11/17/2025	90		to record assessments received			-47,386.67
11/17/2025	90		to record assessments received			6,301.22
11/17/2025	90		to record assessments received			-40,885.45
11/17/2025						6,301.22
11/17/2025						62,660.58
11/17/2025						21,775.13
11/17/2025	90		to record assessments received			3,964.65
11/17/2025	90		to record assessments received			25,739.78
11/17/2025	90		to record assessments received			24,392.20
11/19/2025		Dune FB Debt LLC				1,347.58
11/19/2025	111925WIRE	Gig Fiber, LLC - Streetleaf	Invoice: 5021 (Reference: August 2025 Solar Equipment Lease.)	11,536.00		25,739.78
11/19/2025	111925WIRE	Gig Fiber, LLC - Streetleaf	Invoice: 5022 (Reference: Phase 6A_August 2025.)	1,800.00		14,763.78
11/19/2025	111925WIRE	Gig Fiber, LLC - Streetleaf	Invoice: 5209 (Reference: Phase 6A_Sept 2025.)	1,800.00		12,963.78
11/21/2025	89		to record assessments received			16,478.65
11/21/2025	89		to record assessments received			29,442.43
11/21/2025	89		to record assessments received			23,841.34
11/24/2025	100327	Dept of Economic Opportunity	Invoice: 93375 (Reference: Annual District Filing Fee.)	175.00		29,267.43
11/26/2025	300075	Tampa Electric	Invoice: 111325-3285 (Reference: 17364 Lagoon Shore Blvd Oct 08, 2025 - Nov 07, 2025.)	45.47		29,221.96
11/26/2025	300076	Tampa Electric	Invoice: 111325-7789 (Reference: 16896 Lagoon Shore Blvd Oct 08, 2025 - Nov 07, 2025.)	42.59		29,179.37
11/26/2025	300077	IPFS Corporation	Invoice: GAA-D81466-2 (Reference: Insurance premium payment-2 + \$5 processing fee.)	2,256.81		26,922.56
11/30/2025	113		Interest			3.58
11/30/2025			bank analysis charge			26,926.14
11/30/2025				1,356.81	3.58	25,569.33
						100,690.11
						123,195.91
						25,569.33

EXHIBIT 4

AGENDA

MINUTES OF MEETING
SOUTHSHORE BAY
COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Southshore Bay Community Development District was held on Monday, January 12, 2026 at 6:00 p.m. at Hilton Garden Inn, 4328 Garden Vista Drive, Riverview, Florida 33578.

FIRST ORDER OF BUSINESS – Roll Call

Ms. Bruce called the meeting to order and conducted roll call at 6:02 p.m.

Present and constituting a quorum were:

Michael Lawson (<i>Virtual</i>)	Board Supervisor, Chairman
Doug Draper	Board Supervisor, Vice Chairman
Lori Price (<i>Virtual</i>)	Board Supervisor, Assistant Secretary
Christie Ray	Board Supervisor, Assistant Secretary
Brittany Crutchfield	Board Supervisor, Assistant Secretary

Also present were:

Audette Bruce District Manager, Kai
Vasili Kostakis (*Virtual*) District Engineer, Stantec

The following is a summary of the discussions and actions taken at the January 12, 2026 Southshore Bay CDD Board of Supervisors Regular Meeting.

SECOND ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for agenda items)

There were three audience members present, and one online.

The Resident asked about a disclosure related to tax exempt bonds and public access in Southshore Bay and Medley. Mr. Lawson explained that all CDD bonds in Medley were fully paid off, resulting in no outstanding debt and making the roads and gates there private, rather than open to the public. The Resident thanked Mr. Lawson for the clarification.

THIRD ORDER OF BUSINESS – Business Items

A. Exhibit 1: Consideration for Adoption – Resolution 2026-06, FY 2026 Budget Amendment
➤ Exhibit A: FY 2026 Amended Budget

Mr. Lawson provided a brief overview of the amendment and explained that the loan included amounts related to the fiscal year 2026 gap period and hurricane damage from the 2025 fiscal year. He stated that the remaining vendor payments were added to the loan and would be repaid through future tax receipts and a special assessment on the 2027 tax roll. Mr. Lawson concluded that the adjustments resulted in zero net impact to the budget.

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board **adopted Resolution 2026-06, FY 2026 Budget Amendment**, for the Southshore Bay Community Development District

FOURTH ORDER OF BUSINESS – Consent Agenda

- A. Exhibit 2: Consideration for Approval – The Meeting Minutes of the Board of Supervisors Regular Meeting Held December 8, 2025
- B. Exhibit 3: Ratification of Florida Commercial Care – Irrigation Proposal - \$1,850.99

42 C. Exhibit 4: Ratification of Elite Fence of Tampa Bay – Vinyl Fence - \$780.00

43 On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board **approved**
44 **the Consent Agenda Items A-C**, for the Southshore Bay Community Development District.

45 **FIFTH ORDER OF BUSINESS – Staff Reports**

46 A. District Counsel

47 There being none, the next item followed.

48 B. District Engineer

49 There being none, the next item followed.

50 C. Kai Field Staff

51 ➤ Exhibit 5: Kai Field Inspection Report

52 ➤ Consideration of Proposals

53 • Exhibit 6: Florida Commercial Care – Valve Installation - \$3,729.21

54 On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board
55 **approved the ratification of Florida Commercial Care for Valve Installation in the amount of**
56 **\$3,729.21**, for the Southshore Bay Community Development District.

57 D. District Manager

58 Ms. Bruce asked the Board if they wanted her to explore consolidating meetings with the Hidden
59 Creek Board and stated that she would be willing to reach out if directed. Mr. Lawson stated that
60 he did not object to Ms. Bruce gathering information but noted concerns about travel distance and
61 splitting the community, and he stated that the Board could discuss the matter further and
62 consider action at a future meeting.

63 **SIXTH ORDER OF BUSINESS – Supervisors Requests**

64 There being none, the next item followed.

65 **SEVENTH ORDER OF BUSINESS – Audience Comments - New Business – (limited to 3 minutes per**
66 *individual for non-agenda items*)

67 A Resident raised concerns about fireworks use in the community and requested periodic reminder
68 communications, citing recent fires and debris left near sidewalks and drainage areas. Another
69 Resident supported the concern and noted efforts to keep the community clean. Mr. Draper stated
70 that fireworks were not permitted on CDD property and advised against messaging that suggested
71 otherwise. The Residents acknowledged the clarification and noted ongoing safety concerns in
72 certain areas.

73 **EIGHTH ORDER OF BUSINESS –Adjournment**

74 Ms. Bruce asked for final questions, comments, or corrections before requesting a motion to
75 adjourn the meeting. There being none, Mr. Lawson made a motion to adjourn the meeting.

76 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board
77 **adjourned the meeting**, for the Southshore Bay Community Development District.

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

81 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
82 **meeting held on _____.**

83

Signature

Signature

84

Printed Name

Printed Name

85 **Title:** **Secretary** **Assistant Secretary**

Title: **Chairman** **Vice Chairman**

EXHIBIT 5

AGENDA

Landscape Inspection Services and Software Platform Agreement

This Landscape Inspection Services and Software Platform Agreement (this “**Agreement**”) is entered into as of December 1 2025, between the **Southshore Bay Community Development District**, a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes (the “**District**”) and **Optic Systems, LLC**, a Florida limited liability company, that does business as Landscape 360 (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains common areas located throughout the District’s boundary. The District desires to retain an independent contractor to provide landscape inspection services. Contractor represents that it is qualified to provide such services and is familiar with the District’s property. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into 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.

- a. The Contractor shall perform all work, including all labor, material, equipment, supplies, tools, supervision, services, transportation, and all other necessary incidental items required to perform monthly landscape inspection services for the areas identified by the District in the map attached hereto as **Exhibit A** (with such areas being referred to herein as the “**Property**”), including the filming of the District’s landscaping and common areas through cameras mounted on vehicles, personal transporters (such as segways) or other means such as ATVs or cameras mounted on individuals walking the community (the “**Inspection Services**”).
- b. The Contractor shall provide a license to use its online software platform referred to herein as the “**360 System**”, where the Inspection Videos (along with GPS data) can be viewed by the End Users (at no additional costs to the District or its vendors) and the vendor End Users can submit proposals or reports, manage all work orders, provide verification that the work was completed, and otherwise coordinate the management the landscape assets the District is responsible for. The District’s license to the 360 System is governed by the SaaS Terms and Conditions attached hereto as **Exhibit B**, which are hereby incorporated by reference and form an integral part of this Agreement. **Terms not defined herein are defined in Exhibit B.**
- c. The Contractor shall maintain all Inspection Videos or recordings for a minimum of 2 years.
- d. The Contractor shall provide monthly landscape inspection reports with pictures, analysis, and recommendations pertaining to landscape audits and asset tagging. These reports shall identify deficiencies in service, identify if there is a history of problems occurring at the same location, and highlight any significant work done in the previous month. Such reports do not include work orders or address issues unrelated to landscaping and asset tagging.

3. Manner of Performance and Care of the Property.

- a. The Inspection Services shall be done, furnished, and performed in a workmanlike manner to the commercially reasonable satisfaction of the District and shall be in accordance with the generally accepted industry standards and best practices.
- 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 commercially reasonable satisfaction, any damage resulting from Contractor’s activities. Contractor shall exercise due diligence to initiate the repair process as soon as possible, but no later than 14 days, provided however that Contractor shall have the right to engage a qualified third party to assess

the issues and coordinate the schedule of necessary repairs. The parties may agree to additional time as reasonably required based on the nature and complexity of the repairs.

4. **Term and Renewal; Fee Adjustment.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, this Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below. Notwithstanding the foregoing, Contractor reserves the right to change the fees and costs and to institute new fees and costs at the end of the initial term or any then-current renewal term, upon thirty (30) days prior notice to District (which may be sent by email). The foregoing limitation shall not limit Contractor's ability to charge additional fees incurred by additional licensed, leased or purchased software, services, training or any additional requests by District.
5. **Termination.** Either party may terminate this Agreement without cause with 30 days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment, not later than 30 days following termination, 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; Taxes; Late Payment.**
 - a. **Compensation.** The District agrees to compensate the Contractor for the services described in Section 2 in the total amount of **\$507.00** per month. For the first month there is an additional one-time fee of **\$50.00** for setup, on-boarding, and training. Each month the Contractor shall submit an invoice for the work performed the previous month. The District shall pay the Contractor within 30 days of receipt of the invoice.
 - b. **Taxes.** Local, state or federal sales, use, value-added, excise or personal property or other similar taxes or duties and any such taxes for purchase of the services shall be in addition to the fees identified in Section 6(a). District shall be responsible for and pay all such taxes.
 - c. **Late Payment.** District shall pay Contractor a late fee of 1% per month on all amounts 30 days past due. Contractor may suspend the services for any amounts due not received within 60 days of the receipt of the invoice. Contractor may elect to terminate this Agreement for cause, in the event that District fails to pay any invoice within 90 days of issuance of the invoice.
7. **No Infringement.**
 - a. Contractor hereby represents and warrants to the District that in the performance of its obligations under this Agreement, that it has not used nor knowingly infringed any patent, trademark, copyright, or other proprietary interest claimed or held by any person or business entity.
 - b. In the event of a claim for infringement of third party Intellectual Property, Contractor shall, in its discretion, perform one or all of the following actions (as determined by Contractor) immediately upon learning of a potential infringement:
 - i. replace the infringing 360 System with a non-infringing software application/platform of equivalent functional and performance capability;
 - ii. modify the infringing 360 System to avoid the infringement without eliminating the functional and performance capabilities of the 360 System; or
 - iii. obtain a license for use of the 360 System from the third party claiming infringement for use of the 360 System.
 - c. The indemnification section and remedies set forth above in section 7(b) shall be the sole and exclusive remedy of District for claims, allegations, losses or damages for infringement of any third party's Intellectual Property.
8. **Ownership of Data.** Subject to Contractor's licensed rights to use the District's Data as described in Exhibit B, the District will be the owner of all data pertaining to the District in the 360 Platform. The

Contractor shall not use, publish, disclose, divulge, or sell any of the District's Data without the prior written consent of the District. Upon termination of this Agreement, the Contractor shall provide all of the District's Data to the District in a format acceptable to the District.

9. **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, addendum, change order, or work order authorization. Contractor offers additional landscape inspection services utilizing drones that are priced based on acreage and custom-quoted in each instance.
10. **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 based on Contractor's income, property or employment during the performance of services to the District.
11. **Disclosure of Affiliation and Potential Conflicts of Interests.** Senior leadership of the District's management company holds a controlling interest in the Contractor. The Contractor shall not, during the term of this Agreement, engage in any act or activity in connection with the services performed under this Agreement which knowingly is materially adverse to the interests of or would in any material way injure the District. For clarity, Contractor's provision of Inspection Services and licensing of the 360 System to third-parties in the normal course of business, shall not, by itself be deemed materially adverse or prohibited by this Section.
12. **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.
13. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties, provided however, that either party may assign this Agreement without such consent to a successor in interest, in connection with a merger, acquisition, consolidation, corporate reorganization, or sale of all or substantially all of its assets or business to which this Agreement relates.
14. **Permits and Approvals.** Contractor will be responsible for obtaining all necessary permits and other governmental approvals necessary to perform the Inspection Services. Contractor will be responsible for any fines or penalties assessed against District as a result of Contractor's work (including securing a permit or providing the necessary documentation for a permit exemption).
15. **Compliance with Governmental Regulations.** The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal 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 Inspection Services provided hereunder. Any fees or fines incurred or imposed due to Contractor's non-compliance shall be borne solely by the Contractor.

16. Insurance. The Contractor shall carry commercial general liability insurance of no less than \$2,000,000. 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.

17. Indemnification. Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees (“District Indemnitees”) harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, including reasonable attorneys fees and costs, arising from or relating to: (i) injuries, death, or property damage occasioned by the negligent or non-negligent acts and/or omissions of Contractor while performing the Inspection Services; or (ii) final order of a court based on a claim of infringement of valid registered U.S. Trademarks or Copyrights resulting solely from the authorized use of 360 System by District and not based in any part on the negligence, willful acts, or omissions of District or its End Users. The indemnification obligations herein shall not be construed to require Contractor to indemnify the District Indemnitees from claims or damages solely resulting from the acts, omissions, negligence, gross negligence or willful, wanton or intentional misconduct of the District Indemnitees.

18. Limitation of Contractor’s Liability. Contractor’s total liability under its indemnification obligations herein shall be subject to a monetary limitation in the amount of liability recoverable under the insurance policies required herein for the type of claim asserted. In the event that such required insurance coverage is not in force at the time a claim arises, whether due to cancellation, non-renewal, or any other reason, Contractor’s indemnification obligations shall be capped at an amount equal to the minimum insurance limits required under this Agreement as if such policies were in full force and effect at the time of the claim. Excluding Contractor’s indemnification obligations for infringement set forth in Section 17(ii), Contractor’s liability for claims arising out of or related to the use of the 360 System shall not exceed the Fees paid by District to Contractor during the previous twelve-month period. In no event will Contractor be liable to District for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

19. No Waiver of Sovereign Immunity. The Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor shall acknowledge the same in writing.

20. 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.

21. 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.

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

- 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.

23. Public Records.

- a. Contractor will archive all Inspection Videos as is required by Florida's public records law.
- b. 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) 565-4663, OR BY EMAIL AT RECORDS@HIKAI.COM, OR BY REGULAR MAIL 2502 N. ROCKY POINT DRIVE, SUITE 1000, TAMPA, FLORIDA 33607.

24. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, gas or energy price fluctuations, pandemic, epidemic, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control. In no circumstances shall District's financial hardship constitute a force majeure event for purposes of this Agreement.

25. Dispute Resolution. In the event of a dispute between the parties relating to, or arising out of, this Agreement, or either party's performance of its obligations under this Agreement, a representative from each party shall first meet and attempt to resolve the dispute, acting at all times in good faith. The parties both reserve all rights and remedies available under this Agreement, and in law or at equity.

26. Survival. Any provisions of this Agreement that by their nature should survive termination or expiration shall so survive, including without limitation those relating to confidentiality, intellectual property ownership, payment obligations, indemnification, limitations of liability, disclaimers, and governing law.

27. 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.

28. Governing Law and Venue. This Agreement shall be governed under the laws of the State of Florida with venue in the county the District is located.

29. Enforcement of Agreement. In the event it shall become necessary for either party to institute legal proceedings in order 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.

30. 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.

31. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties.

32. 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.

33. 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.

34. 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 District:

c/o Kai
2502 N. Rocky Point Drive
Suite 1000
Tampa, FL 33607
Attn: Larry Krause
larry@hikai.com

To the Contractor:

2220 County Road 210 West
Suite 108
Jacksonville, FL 32259
support@complianceview360.com

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

36. Entire Agreement. This Agreement, together with all exhibits attached hereto, contain 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.

[Signatures on following page]

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

Optic Systems, LLC
d/b/a Landscape 360

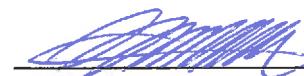
Signed by:

 Wesley Hunt

By: Wesley Hunt

Title: CEO

Southshore Bay Community
Development District



Mike Lawson

Chair of the Board of Supervisors

Exhibit A – District Map



Exhibit B – 360 System SaaS Terms and Conditions

1. **DEFINITIONS.** The following capitalized terms will have the following meanings when used in this Agreement.

1.1 **360 System.** The “**360 System**” means the proprietary real property compliance and inspection software system and dashboard made available to District via a Subscription License through Contractor.

1.2 **Applicable Laws.** “**Applicable Laws**” means and includes all applicable laws, rules or regulations, including without limitation any local, state, provincial, national or international law; any laws governing the collection, sharing or use of personal or private information; any laws or regulations governing email, mailing or text messaging services; or any regulations promulgated by any state or federal authority.

1.3 **District System and Software.** “**District System and Software**” means any systems and/or software owned, licensed or controlled by District, that Contractor will be provided access to for purposes of integrating its software, or the District Data contained therein, into or with the 360 System, in order to communicate, share and/or process District Data.

1.4 **District Data.** “**District Data**” means all data, information, content and other materials in electronic form input or collected through the 360 System by or from District, End Users, or District System and Software, including without limitation, information uploaded by End Users into the 360 System and information communicated through or pulled from District System and Software, including but not limited to maps, plats, and work orders.

1.5 **Documentation.** “**Documentation**” means Contractor's standard manual related to use of the 360 System, as well as all training guides, click-throughs, video walk-throughs and any user manuals for that may be made available.

1.6 **End User.** “**End User**” means any individual who uses and accesses the 360 System dashboard with permission from District, including but not limited to, employees, independent contractors, agents and vendors of District.

1.7 **Enhancements.** “**Enhancements**” means any change, derivation, extension or further development of an existing feature, or creation of a new capability or feature, of any component of the 360 System.

1.8 **Equipment.** “**Equipment**” means, but shall not be limited to, any omni-directional cameras, vehicle mounting hardware, batteries, SD Cards, extension arms and other equipment provided by Contractor.

1.9 **Feedback.** “**Feedback**” means any suggestion or idea for improving or otherwise modifying the 360 System or any of Contractor's applications, products or services.

1.10 **Inspection Videos.** “**Inspection Videos**” mean the videos created using the Equipment and uploaded to the 360 System.

1.11 **Privacy Policy.** “**Privacy Policy**” means Contractor's Privacy Policy posted on Contractor's Website, the terms of which may be updated from time to time, and which are hereby incorporated by reference.

1.12 **Terms of Use.** “**Terms of Use**” means Contractor's Terms of Use posted on Contractor's Website, the terms of which may be updated from time to time, and which are hereby incorporated by reference.

1.13 **Third-Party Provider.** “**Third-Party Provider**” means the owner of certain content and/or services, which are incorporated, integrated or used in the provision of the 360 System, and/or services or for which Contractor acts as a licensee, user, partner or customer.

1.14 **Third-Party Provider Terms.** “**Third-Party Provider Terms**” means applicable license agreements, end user license agreements, privacy policies, terms of use, service level availability rights and guarantees, and similar policies and requirements established by Third-Party Providers from time-to-time.

1.15 **Updates.** “**Updates**” means all revisions, updates, improvements, corrections and releases to the 360 System.

1.16 **Website.** “**Website**” means Contractor's website located at <https://opticsystems.io/>

2. LICENSE AND AUTHORIZATION TO ACCESS AND USE THE 360 SYSTEM AND SERVICES.

2.1 License Grant. Contractor hereby grants to District during the term of the Agreement, the following: (i) a non-exclusive right and revocable license to use and access, and the right to authorize and provide End Users with use and access to, the 360 System; and (ii) the right to view, prepare, reproduce, print, download and use copies of Documentation, as such may be applicable, for internal business purposes only as may be useful for any use of the 360 System under this Agreement (the “**Subscription License**”).

2.2 End Users. District may authorize End Users to access or use the 360 System. Before accessing or using the 360 System End User’s shall be required to acknowledge and agree to the Privacy Policy and Terms of Use posted on the Website, as a condition of and prior to becoming an End User. Use of the 360 System by End Users will be governed by such policies as well as the terms of this Agreement.

2.3 Authorization Limitations and Restrictions. District shall not, nor shall District allow its End Users or any other person to, access or use the 360 System except as expressly permitted by this Agreement. District is responsible and liable for: (i) District’s End Users’ use of the 360 System, including without limitation unauthorized End User conduct and any End User conduct that would violate the requirements of this Agreement applicable to District; and (ii) any use of the 360 System through District’s account, whether authorized or unauthorized. For purposes of clarity and without limiting the generality of the foregoing, District shall not, except as this Agreement expressly permits:

2.3.1 rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the 360 System to any person (other than End Users), including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;

2.3.2 bypass or breach any security device or protection used by the 360 System or access or use the 360 System other than by an End User through the use of his or her own then valid access credentials;

2.3.3 input, upload, transmit or otherwise provide to or through the 360 System, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code;

2.3.4 damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the 360 System or Contractor’s provision of services to any third party, in whole or in part;

2.3.5 use the 360 System for service bureau or time-sharing purposes or in any other way allow third parties to exploit the 360 System;

2.3.6 share non-public 360 System features or content with any third party;

2.3.7 access the 360 System in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the 360 System, or to copy any ideas, features, functions or graphics of the 360 System;

2.3.8 remove, delete, alter or obscure any trademarks, patent registration numbers or markings, specifications, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other Intellectual Property or proprietary rights notices from the 360 System, including any copy thereof; or

2.3.9 otherwise access or use the 360 System beyond the scope of the authorization granted in this Agreement.

3. DISTRICT DATA & PRIVACY.

3.1 Ownership and Treatment of District Data. District is solely responsible and liable for the accuracy, quality, legality, reliability, appropriateness, and completeness of, and for securing all appropriate Intellectual Property rights and other rights to use and disclose, any and all District Data that is sent to, stored with or made available by District through the 360 System or provided to Contractor. Contractor shall not be responsible or liable for any losses or damages arising from District Data, including but not limited to, retention or storage of, deletion, correction, destruction, damage, loss or failure to store any District Data. District acknowledges that Contractor does not own or control, and is not responsible or liable for the accuracy, quality, legality, reliability, appropriateness, or completeness of, any District Data that is sent to, stored with or made available through the 360 System. Contractor retains the sole and exclusive right to review and remove or refuse to display any District

Data on the 360 System at Contractor's discretion. Provided however, that District shall grant to Contractor a license to use the District Data, as further set forth in **Section 3.2**.

3.2 License to District Data. Subject to the foregoing and where restricted by Applicable Laws, District hereby grants to Contractor and its successors and assigns, a royalty-free, perpetual, irrevocable, and fully transferrable, and assignable right and license to use the District Data solely for the purpose of training, testing, and improving Contractor's artificial intelligence models, algorithms, and related technologies ("District Data License"). Contractor shall not disclose or use District Data for any other purpose, and shall ensure that such use does not identify the District or any individual or disclose any confidential or personally identifiable information except as permitted by law.

3.3 Privacy Policy. All use of District Data will be in accordance with the Privacy Policy. The Privacy Policy does not apply to any third party owned websites, or service linked to the 360 System or the Website or recommended or referred to through the 360 System, Website or by Contractor's staff.

3.4 Risk of Exposure. District recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the 360 System, District assumes such risks. Contractor offers no representation, warranty, or guarantee that District Data will not be exposed or disclosed through errors or actions of third parties.

3.5 Security. District shall be solely responsible for the security of any and all District Data in District's possession prior to submitting or uploading the District Data to the 360 System and after receiving processed District Data from the 360 System, regardless of format. District shall be solely responsible for any and all District Data backup procedures for the District Data apart from such data that may be temporarily stored in the 360 System by Contractor, or backed up by Contractor at their Third-Party Provider server center.

3.6 Data Accuracy. Contractor will have no responsibility or liability for the accuracy of data uploaded to the 360 System by District or its End Users, including without limitation District Data and any other data uploaded by District or End Users. Contractor shall further have no responsibility or liability for the accuracy of Third-Party Provider services used as part of the 360 System, including without limitation Google Maps API.

3.7 Restriction on Access to 360 System. Contractor may temporarily or permanently restrict District's access the 360 System, if District's account is delinquent, suspended, or terminated for sixty (60) days or more. Provided however, upon such delinquency, suspension or termination, Contractor will export and provide a copy of District Data to the District.

3.8 Aggregate & Anonymized Data. Notwithstanding anything to the contrary, Contractor and its successors and assigns shall have the right where permitted by law to collect, aggregate and analyze anonymized or de-identified data and other information relating to the District, End Users and their use of the 360 System, including, without limitation, information concerning District Data and data derived therefrom (collectively, "Aggregated Data"), and Contractor will be free during and after the Term to use Aggregated Data to analyze, support, develop, operate and improve the 360 System and other related business offerings and for other lawful business purposes.

3.9 Inspection Videos. All Inspection Videos related to the Property shall be considered District Data, subject to the District Data License of **Section 3.2**.

4. COMPANY RESPONSIBILITIES. Contractor shall be responsible for the following:

4.1 Access. Contractor will provide District and its End Users with access to 360 System pursuant to this Agreement. Contractor may modify the 360 System in its sole discretion provided, however, that Contractor shall notify District of any modifications which would materially affect District's use of the 360 System. Contractor will engage in commercially reasonable efforts to provide District with advance notice of any planned 360 System shutdowns or outages or other events which Contractor believes are likely to interrupt District's access to the 360 System. Updates to the 360 System are considered critical to Contractor in improving the 360 System's performance, response, and security to the benefit of its entire customer base. Contractor may, in its sole discretion, subcontract with Third-Party Providers to provide services of the 360 System.

4.2 Security. As to the 360 System and implementing and maintaining security systems consisting of encryption and "firewall" technologies to enable the secure transmission of data, Contractor may from time to time, in its sole discretion, modify or upgrade such security systems to maintain or enhance the level of security provided for the transmission of data. This does not exclude or limit the responsibility of District in any way as to the security required to be maintained over District System and Software, District Data and data transmission.

4.3 Onboarding: Training & Set-up. Contractor will work with District to ensure a quick, easy, and best-fit set-up, configuration and implementation of the 360 System, as applicable. Contractor's provision of the 360 System and any training and support shall be contingent on District's full cooperation with Contractor, payment of the onboarding fee, and District's supplying of all information, District Data, consents and access to District System and Software, including any and all systems, and data as necessary for Contractor to integrate or adapt the 360 System with District System and Software.

4.4 Updates, Enhancements and Maintenance. Contractor endeavors to provide uninterrupted service to District. Contractor reserves the right to interrupt service to perform updates, Enhancements and routine scheduled maintenance. District acknowledges that the 360 System may be subject to occasional downtime for maintenance, updates or other operational issues. In the event of unforeseen network or software failures, Contractor will use reasonable efforts to expeditiously repair and/or restore the 360 System. The 360 System is integrated with and hosted by Third-Party Providers, including but not limited to Google and AWS, and Contractor has no control over when those third-party applications might interrupt service due to equipment or technology failures, or to perform updates, enhancements and routine scheduled or unscheduled maintenance, which would in turn disrupt the 360 System.

4.5 Support Services. Contractor shall provide to District and its End Users, initial training and support services, as agreed to by the parties, in connection with the use and operation of the 360 System ("Support Services"). District shall have the option to purchase additional training beyond the scope of the Support Services, by executing an addendum, on terms mutually agreed to by Contractor and District. Contractor shall provide Support Services and technical support personnel for the resolution of technical questions and errors in line with Contractor's Documentation. Telephonic support for the 360 System will be available to District between the hours of 8:00 AM and 7:00 PM Eastern Time Monday through Friday except federal holidays.

4.6 Material Customizations or Changes to the 360 System. Should District request, at any time, material modifications, customizations, or changes to the 360 System that are beyond the standard scope of functionality and configurations available in the 360 System ("Material Changes"), Contractor and District will negotiate an appropriate cost, description, and schedule and incorporate these additional services or deliverables by executing an addendum.

5. DISTRICT'S RESPONSIBILITIES & RESTRICTIONS.

5.1 Unauthorized Access. District will take reasonable steps to prevent unauthorized access to the 360 System, including without limitation by protecting District and its End User's passwords and other log-in information. District will notify Contractor immediately of any known or suspected unauthorized use of the 360 System or breach of its security and will use best efforts to stop said breach.

5.2 District System and Software. District acknowledges that it is solely responsible for the maintenance and security of District System and Software including any District Data, Property Owner information or other personally identifiable data, maintained, monitored or implemented through District System and Software. District will be responsible for: (i) establishing, maintaining and providing the necessary security over District System and Software that integrates or communicates with the 360 System; (ii) ensuring that all proper licenses and permissions have been obtained for Contractor to access, use and/or communicate with District System and Software and District Data; and (iii) establishing and maintaining appropriate and necessary integration between District Systems and Software including, but not limited to, delivering the required District Data to Contractor's server(s) and ensuring that the District Data to be transmitted in conjunction with the 360 System is accurate, secure and in the format required by Contractor.

5.3 Compliance with Applicable Laws. In its use of the 360 System, District will comply with all Applicable Laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of District Data. District shall be responsible for ensuring that no Applicable Laws restrict or prevent use of the Inspection Services, 360 System or Equipment at the Property.

6. THIRD-PARTY PROVIDERS.

6.1 Ownership of Third-Party Provider Intellectual Property. District acknowledges that Contractor may utilize certain Third-Party Provider owned or controlled software, services or other content in connection with the provision of the 360 System and that such Third-Party Provider owned or controlled software, services and other content may be acquired and licensed directly or indirectly to District from such Third-Party Provider. Subject to District's right to use the Third-Party Provider content as incorporated in the services, any Third-Party Provider owned or controlled Intellectual Property used in the provision of the 360 System, shall continue to be owned or controlled by such Third-Party Provider.

6.2 Third-Party Provider Services. Contractor is an authorized licensee, user, partner and/or customer of certain Third-Party Provider owned or controlled services and content. District understands and agrees that: (i) although District is contracting directly with Contractor for the 360 System generally, certain content and services may be provided by a Third-Party Provider and are provided to District in accordance with the Third-Party Provider Terms; and (ii) Contractor retains the right to change any Third-Party Provider at any time. District agrees to be bound by the Third-Party Provider Terms. District further acknowledges that the Third-Party Provider services and content will be provided in accordance with such Third-Party Provider Terms, the levels of which Contractor cannot guarantee.

6.3 Third-Party Errors. District acknowledges that Contractor cannot prevent and shall have no liability for any unauthorized code or viruses that might be introduced from or by Third-Party Providers, or other third parties into Contractor's computers, networks, or devices through the use of the 360 System or otherwise ("Third Party Errors"). District agrees to waive and release Contractor from any and all liability for such Third-Party Errors.

7. INTELLECTUAL PROPERTY & FEEDBACK.

7.1 Definition of Intellectual Property. "Intellectual Property" means: (i) all works of authorship, including without limitation, all literary works, pictorial and graphic works, software, source code and any other work that may be the subject matter of copyright protection and all worldwide registrations thereof ("Copyrights"); (ii) any trademarks, service marks, brand names, trade dress, trade names, designs and any other word, symbol, device, product configuration, slogan or any combination thereof used to distinguish or identify goods or services that may be the subject matter of trademark protection, including all worldwide applications and registrations therefore and associated goodwill ("Trademarks"); (iii) any patents, patent applications, continuations, continuations in part, child applications, invention disclosures or inventions, including all methods, business methods, processes, machines, manufactures, systems and compositions of matter, designs and any other inventions that may be the subject matter of patent protection ("Patents"); (iv) all domain names, URLs, websites, and all data, content, "look and feel", operating and underlying code or software of all websites; (v) all trade secrets, proprietary information, data, and knowledge and experience of a technical, commercial or administrative nature, including all proprietary information, know-how, information processes, operating, maintenance and other manuals, data and databases, computer programs, including all documentation, design specifications, and flowcharts, operational and other plans, schematics and drawings, customer data and lists, advertising ("Know-how"), marketing and product concepts and campaigns and other valuable or proprietary information or data, and (vi) all worldwide statutory protection obtained or obtainable thereon on all of the preceding.

7.2 Ownership of Intellectual Property Rights to the 360 System. Contractor shall retain all right, title, and interest in and to the 360 System including without limitation all software used to provide the 360 System and all graphics, end user interfaces, logos, trademarks and other Intellectual Property used and reproduced through the 360 System, including all customizations, versions, Enhancements, Updates and Material Changes thereto. Contractor shall own all software code existing prior to provision of the services, including the 360 System, as well as all software code developed in contemplation, installation, implementation, customization and on-going provision of the services. District recognizes that the 360 System and its components are protected by copyright and other Intellectual Property laws.

7.3 Patent and Trademark Markings; Copyright Notice. District shall not remove or alter any trademark, trade name, copyright notice, patent marking or other proprietary notices, legends, symbols, or labels appearing on or in the 360 System or Documentation provided to or delivered to District by Contractor and shall use the same notices, legends, symbols, or labels in and on any use of the 360 System and Documentation.

7.4 Feedback. Contractor has not agreed to and does not agree to treat as confidential any Feedback District or End Users provide to Contractor, and nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Contractor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting District or the End User in question. Notwithstanding the provisions of **Section 8** below, Feedback will not be considered Confidential Information, however if District transmits information that would otherwise be considered confidential information with the Feedback, such other information shall be considered Confidential Information.

7.5 Injunctive Relief. The parties acknowledge that any unauthorized use, disclosure, or infringement of the Contractor's intellectual property or proprietary rights, including but not limited to Contractor's software, data models, trade secrets, or other technology, would cause immediate and irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, Contractor will be entitled, in addition to any other rights and remedies available at law or in equity, to seek injunctive or other equitable relief to prevent any such actual or threatened misuse, infringement, or disclosure, without the necessity of posting bond or proving actual damages.

8. TRADE SECRETS & CONFIDENTIAL INFORMATION.

8.1 Definition of Confidential Information. Section 119.0715, *Florida Statutes* provides that any "**Trade Secrets**" (as defined therein) held by the District are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. Both Parties are reasonably relying on this statute so that Contractor may provide the District with certain Confidential Information. The term "**Confidential Information**" shall mean and include anything covered by the term "Trade Secret" under that statute, which is intended to cover: (i) any document Contractor marks as "Confidential"; (ii) any information either Party orally designates as "Confidential" at the time of disclosure, provided the Disclosing Party confirms such designation in writing within thirty (30) days; (iii) any other nonpublic, proprietary information related to the 360 System that Contractor considers a trade secret or otherwise maintains as confidential.

8.2 Exclusions from Confidential Information. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the District's possession at the time of disclosure; (ii) is independently developed by the District without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the District's improper action or inaction; or (iv) is approved for release in writing by Contractor. District is on notice that the Confidential Information may include Contractor's valuable trade secrets.

8.3 Nondisclosure. District will not use Contractor's Confidential Information for any purpose other than in connection with use of the 360 System. The District: (i) will not disclose Confidential Information to any employee or contractor of the District unless such person needs access to such Confidential Information in order to facilitate the use of the 360 System; and (ii) will not disclose Confidential Information to any third party without the Contractor's prior written consent. Nothing in this Section prohibits the District from complying

with applicable Florida public records laws; however, the District will notify Contractor of any request to disclose Contractor's Confidential Information and cooperate as reasonably necessary to protect exempt or proprietary information under Applicable Laws.

8.4 Termination & Return. With respect to each item of Confidential Information, the obligations of **Section 8.3** above (*Nondisclosure*) will terminate three (3) years after termination of this Agreement; provided that such obligations related to Confidential Information constituting Contractor's trade secrets will continue so long as such information remains subject to trade secret protection pursuant to Applicable Laws. Upon termination of this Agreement, District will return all copies of Confidential Information to Contractor or certify, in writing, the destruction thereof.

9. REPRESENTATIONS & WARRANTIES. District represents and warrants that: (a) District has and will obtain all permissions and consents that are necessary in order to allow Contractor to perform the services in accordance with this Agreement, including without limit, obtaining all necessary consents, licenses and permissions for Contractor to: (i) integrate, access and communicate with District System and Software; (ii) grant the District Data License of **Section 3.2**; and (iii) provide the 360 System and Inspection Services at the Property; (b) District shall not use or access, nor allow its End Users to use or access the 360 System in any manner that will infringe any third party Intellectual Property or privacy right; and (c) Contractor's sharing and use of District's Data as used in line with the requirements of this Agreement shall not infringe on any Intellectual Property or privacy right of any third-party.

10. WARRANTY DISCLAIMER. THE 360 SYSTEM IS BEING PROVIDED TO DISTRICT "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, NON-INVASION OF PRIVACY, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (I) CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE 360 SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR OR COMPLY WITH ALL APPLICABLE LAWS; AND (II) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE 360 SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT DISTRICT DATA WILL REMAIN PRIVATE OR SECURE. CONTRACTOR MAKES NO WARRANTIES WITH RESPECT TO THE THIRD-PARTY PROVIDER SERVICES OR EQUIPMENT.

11. BREACH AND SUSPENSION/TERMINATION RIGHTS. Due to the proprietary and valuable nature of Contractor's rights in the Intellectual Property and Confidential Information associated with the 360 System, in the event that District or an End User breaches or exceeds any license or use rights of the 360 System or other Intellectual Property or confidentiality rights of Contractor, then Contractor shall be free, in Contractor's sole discretion, to suspend the respective breaching party's (be it District or the applicable End User) rights or access to the 360 System or terminate the Agreement or Subscription License with respect to District or the End User upon written notice and without any opportunity for such breaching District or End User having an opportunity to cure such breach. Contractor shall be free to seek all available legal and equitable remedies including without limitation injunctive relief, including in accordance with **Section 7.5**.

EXHIBIT 6

AGENDA



Phone: (863) 797-7525 (863) 968-6713

DATA + ACCESS CONTROL + SECURITY + INTRUSION + CCTV +

MONITORING + IT + LOCKS + GATES

LIC. EG13000790

ECSINTEGRATIONS.COM



Southshore Bay CDD - Bishop Rd gate Damage

Date:	1/20/2026	PROPOSAL	Proposal No:	TH26548
Submitted to:	Southshore Bay CDD	Job Location:	Southshore Bay CDD - Bishop Rd gate Damage	
Attention:	Audette Bruce	Attention:	Gary Schwartz	Title:
Email:	audette@hikai.com	Email:	gary@hikai.com	
Phone:	813-565-4663	Phone:	813-565-4663	Fax:
Address:	2502 N Rocky Point Drive # 1000	Address:	Bishop Rd Gate	
City / ST	Tampa / FL	City / ST	Wimauma / FL	Zip: 33598

SCOPE OF WORK:

FIELD WELD REPAIR / SPRAY PAINT BISHOP ROAD GATE .

INCLUDED MATERIALS:

ALL MATERIAL NEEDED FOR REPAIR

INCLUSIONS:

• Quoted price will include materials specified, normal freight for all materials, filed notice to owner, equipment submittals, wire and device installation, final check-out and certification, one staff training session on the systems' operation.

CONSIDERATIONS & EXCLUSIONS:

- All work described in this proposal is to be performed during normal business hours unless otherwise noted.
- Customer agrees to provide uninterrupted and unhindered access to all necessary work areas during normal business hours. Any hindrance of ECS Integrations (ECSI) technicians will result in additional labor charges of \$85/man hour.
- ECSI is not responsible for any changes the Authority Having Jurisdiction (AHJ) or customer may deem necessary. Any alteration or deviation from the original scope involving additional costs will be executed only upon written orders. Work, including closing of the permit, will be halted until the authorization for the change order is received in writing. ECSI will accept payments with a credit card. These are subject to a 4% processing fee.
- Permit documents and fees are not included as specified above. Tax is excluded.
- This proposal does NOT include repairing any pre-existing troubles that may be present, including those troubles that may not be detected until proposed work is complete. (Such trouble issues may arise from any field device, field wiring, module, panel or system connected to the panel)
- This proposal does NOT cover ancillary device connections, overtime, lifts, patching, fire caulking existing penetrations, painting, phone lines, damage by others, or additional inspections required by AHJ.
- The customer is responsible for providing all connections to high voltage system components, and all conduit of the correct size to accommodate ECSI wire fills (with pull string installed).
- Unless instructed by writing prior to commencement of work, all parts removed from jobsite will be discarded without notice.

Additional notes added at time of acceptance: 50% DEPOSIT

DUE PRIOR TO INSTALL.

Terms: First billing will include all parts for job start-up and mobilization labor. All billing thereafter will be billed monthly on percent of job completed.

GRAND TOTAL: \$815.00

This proposal is valid through 2/19/2026

ECSI Sales Rep: _____
(Sales Representative)

ECSI Officer: _____
(Authorizing Officer Signature)

Date

THIS IS A BINDING CONTRACT. The person executing this Contract represents and warrants that he/she has full authority to enter into this Contract on behalf of the Customer. The undersigned hereby acknowledges reading, understanding, and accepting all the prices, specifications, terms and conditions set forth in this Contract, including those on page two of this document which are incorporated herein and by reference made a part hereof. The undersigned authorizes ECSI to perform the work specified herein.

Customer Name: _____

Signature: _____

2/2/2026

Date

ECS INTEGRATIONS- rev 2021-10-11

TERMS & CONDITIONS:

1. Required Approval: This Contract shall not be binding upon ECSI until signed by an officer of ECSI. In the event this Contract is not approved by said officer of ECSI, ECSI's liability shall be limited to refunding Subscriber the amount paid, if any, upon signing this Contract.

2. Warranty:

A. Standard Warranty. ECSI guarantees all material to be as specified. All work shall be completed in a workmanlike manner according to standard industry practices. Materials & labor are warranted for 90 days from date of installation or for the term of the selected Extended Service Plan if Subscriber elects to participate in such plan. There is no labor and material warranty on any customer provided equipment.

B. Extended Warranty. Applicable only if specified on face of this contract and is contingent upon ECSI being contracted to provide Central Station Monitoring Services and perform all of the NFPA mandated tests and inspections of the installed fire protection systems'.

C. All Warranty obligations exclude pre-existing to remain components, batteries, acts of God, fire, theft, vandalism, or tampering by unauthorized personnel. All warranty's are void if any party not authorized by ECSI performs work on any item installed by ECSI.

3. Hours of Service. All work required by this Contract shall be performed between 8:00 a.m. and 4:30 p.m. on normal business days, except in the case of emergency. Service calls received after 3:30 p.m. are subject to after-hour rates.

4. Subscriber Responsibilities:

A. Subscriber agrees not to tamper with, remove, or otherwise interfere with the communication software and agrees to furnish, at Subscriber's expense, all 110 volt AC power, electrical outlets, receptacles, and telephone hook-ups as deemed necessary by ECSI for connection of the equipment.

B. Subscriber must visually inspect system components periodically and, if a problem is discovered, notify ECSI immediately. When ECSI alerts Subscriber of any issue with the system that requires correction, Subscriber assumes full responsibility for taking action to resolve the reported issue.

C. Subscriber must inform ECSI, in writing, of any change in fire rating bureau or agency. Subscriber must also inform ECSI, in writing, of any change in the list of people that ECSI is to call in the event of alarm activation. ECSI is not responsible for any errors, omissions, or failure to update such list by Subscriber.

5. Default:

Event of Default. Subscriber shall be in default of this Contract if Subscriber: (a) fails to pay any installation charge, (b) fails to pay any monitoring or service charge, (c) willfully or negligently causes repeated false alarms, (d) cancels this Contract without cause before the end of its term, or (e) fails to perform any other obligations under this Contract.

B. ECSI's Remedy Upon Default.

i. Terminate Contract. If Subscriber defaults, ECSI may terminate this Contract ten (10) days after written notice of default if Subscriber has not cleared the default by that date.

ii. Damages. If Subscriber defaults, Subscriber shall pay ECSI any money due for any product or services provided prior to default. Additionally, Subscriber shall pay an amount equal to 60% of the remaining monitoring and/or Extended Service Plan fees, plus any other damages to which ECSI may be entitled under applicable law.

iii. Costs. In the event either Party resorts to legal action to enforce the terms and provisions of this Agreement, or as a result of any breach under this Agreement, the prevailing Party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorneys' fees, arbitration fees, prejudgment interest, and any other reasonable and related expenses of collection.

6. Changes: Any alteration or deviation from the specified work involving extra costs, will be executed only upon written orders, and will become an extra charge. The cost of any changes to the scope of work described herein made at the request of or made necessary or required by Subscriber's action, or which may be required by any governmental agency or insurance interest or inspection and rating bureaus are to be borne solely by Subscriber. SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM ECSI AT AN ADDITIONAL COST TO SUBSCRIBER. All risk of loss or damage to the system shall be borne exclusively by Subscriber.

7. External Services:

Services: Any fines levied by a municipality or government agency regarding false alarms shall be the sole responsibility of the Subscriber. Additional fees levied by monitoring agency for any reason, including but not limited to those caused by runaway dialers, runner services, etc. shall be the sole responsibility of Subscriber. Such fees shall be added to the service charges or billed to Subscriber directly by the appropriate agency.

8.A. Limitation of Damages (cont.)

The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that the ECSI assume responsibility for any loss or damage sustained through burglary,

8. ECSI'S LIMITS OF LIABILITY:

A. Limitation of Damages. IT IS UNDERSTOOD AND AGREED THAT ECSI IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER.

8. A. Limitation of Damages (cont.)

The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that ECSI assume responsibility for any loss or damage sustained through burglary, theft, robbery, fire, or other cause, or that there exists or shall exist any liability on the part of ECSI by virtue of this Contract. Notwithstanding these provisions, if there should arise any liability on the part of ECSI, such liability is and shall be limited to a sum equal to the service charge for a period of six (6) months or \$500.00 whichever is less, which sum is liquidated damages and not a penalty. In the event that Subscriber wishes ECSI to assume greater liability, Subscriber may obtain from ECSI a higher limit by paying an additional amount proportioned to the responsibility and a rider shall be attached to this Contract, setting forth the additional liability of ECSI and the additional charges. However, any such additional obligation does not make ECSI an insurer.

B. Interruption of Service. ECSI shall not be liable for any damage or loss sustained by Subscriber as a result of any delay in service or installation of equipment, equipment failure, or interruption of service due to electric failures, strikes, war, acts of God, or other causes, including ECSI's negligence in the performance of this Contract. The estimated date that work is to be substantially completed is not a definite completion date and time is not of the essence.

C. Disclaimer of Warranties. ECSI does not represent or warrant that the system may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges and agrees that ECSI has made no representations or warranties, expressed or implied, as to any matter whatsoever including without limitation the condition of equipment, its merchantability or its fitness for any particular purpose; nor has Subscriber relied on any representations or warranties, expressed or implied, that any affirmation of fact or promise shall not be deemed to create an express warranty and that there are no warranties which extend beyond the face of this Contract; that

ECSI is not an insurer; that Subscriber assumes all risk of loss or damage to Subscribers premises or the contents thereof; and that Subscriber has read and understands all of this Contract, particularly paragraph eight (8) which sets forth ECSI's maximum liability in the event of any loss or damage to Subscriber or anyone else.

9. Third Party Indemnification: In the event any person, not a party to this contract, shall make any claim or file any lawsuit against ECSI for any reason relating to ECSI's duties and obligations pursuant to this Contract, including but not limited to the design, installation, maintenance, monitoring, operation, or any failure of the alarm system to operate properly, Subscriber agrees to indemnify, defend and hold ECSI harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees to the extent Subscriber agrees to indemnify, defend and hold ECSI harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees to the extent caused by Subscriber. The parties agree that there are no third party beneficiaries of this Contract. Subscriber, for itself and any of its insurance carriers waives any right of subrogation Subscriber's insurance carriers may have against ECSI or any of its subcontractors, subject to the advice of Subscriber's counsel.

10. Assignment: ECSI shall have the right to assign this Contract without notice to Subscriber and shall have the further right to subcontract any services which it may perform. ECSI shall inform Subscriber when services are subcontracted and shall maintain current proof of subcontractor's state license, general insurance, and workers compensation coverage. Subscriber acknowledges that this Contract, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages and third party indemnification, inure to the benefit of, and are applicable to any subcontractors employed by ECSI to provide monitoring, maintenance, installation or service of the system(s) and they bind Subscriber to said subcontractors with the same force and effect as they bind Subscriber to ECSI.

11. Severability: In the event any of the terms or provisions of this Contract shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

12. Notices: All notices to be given hereunder shall be in writing and may be served either personally or by mail, postage prepaid to the addresses set forth in the Contract or to any other from time to time in writing.

13. Binding Arbitration: This Contract is binding for ECSI, Subscriber, successors in interest, agents, employees, shareholders, officers, former employees, former officers, directors, subsidiaries, parent corporations, attorneys, and all other entities acting on the their behalf. Parties agree to submit to binding arbitration, conducted by the American Arbitration Association under the Construction Industry Arbitration Rules, any matters which cannot otherwise be resolved, and expressly waive any and all rights in law and equity to bringing any civil disagreement before a court of law, except that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14. Entire Agreement: This Contract is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms. This Contract supersedes all prior representations, understandings or agreements of the parties. This Contract can only be modified in a writing signed by the parties. No waiver of a breach of any term or condition of this Contract shall be construed to be a waiver of any succeeding breach.

initial: A B

EXHIBIT 7

AGENDA



Southshore Bay CDD

Gary Schwartz

Complete

Score	99 / 106 (93.4%)	Flagged items	0	Actions	0
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27 Jan 2026 12:53 EST

Prepared by

Gary Schwartz

Ponds	54 / 54 (100%)
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Ponds 1	3 / 3 (100%)
---------	--------------

Ponds

Good

There is dead algae in the pond. I will contact Steadfast to discuss options for removing the dead algae. The trash in the Pond needs to be removed.



Photo 1



Photo 2



Photo 3

Pond Location

Lagoon Shore Blvd
Wimauma FL 33598
United States
(27.698678176141815,
-82.32597020011661)

Ponds 2	3 / 3 (100%)
---------	--------------

Ponds

Good



Photo 4



Photo 5



Photo 6

Pond Location

Wimauma FL 33598
United States
(27.693878587201212,
-82.33015870583527)

Ponds 3	3 / 3 (100%)
---------	--------------

Ponds

Good



Photo 7



Photo 8



Photo 9

Pond Location

Lagoon Shore Blvd
Wimauma FL 33598
United States
(27.69218130798213,
-82.32540217212699)

Ponds 4

3 / 3 (100%)

Ponds

Good



Photo 10



Photo 11



Photo 12

Pond Location

5528 Silent Crest Dr
Wimauma FL 33598
United States
(27.691445697812277,
-82.32228645546026)

Ponds 5

3 / 3 (100%)

Ponds

Good



Photo 13



Photo 14



Photo 15

Pond Location

Silent Crest Dr
Wimauma FL 33598
United States
(27.69288688879858,
-82.32302736036337)

Ponds 6

3 / 3 (100%)

Ponds

Good



Photo 16



Photo 17



Photo 18

Pond Location

Holly Well Ave
Wimauma FL 33598
United States
(27.695617701580908,

-82.32189971378168)

Ponds 7

3 / 3 (100%)

Ponds

Good



Photo 19



Photo 20



Photo 21

Pond Location

17131 Holly Well Ave
Wimauma FL 33598
United States
(27.695613327006747,
-82.32048611784977)

Ponds 8

3 / 3 (100%)

Ponds

Good



Photo 22



Photo 23



Photo 24

Pond Location

5337 Windy Grove Dr
Wimauma FL 33598
United States
(27.695640320903657,
-82.32387118049182)

Ponds 9

3 / 3 (100%)

Ponds

Good



Photo 25



Photo 26



Photo 27

Pond Location

5345 Windy Grove Dr
Wimauma FL 33598
United States
(27.695474441556403,
-82.32530107235375)

Ponds 10

3 / 3 (100%)

Ponds

Good



Photo 28



Photo 29



Photo 30

Pond Location

5332 Windy Grove Dr
Wimauma FL 33598
United States
(27.696900037143095,
-82.32528235770978)

Ponds 11

3 / 3 (100%)

Ponds

Good



Photo 31



Photo 32



Photo 33

Pond Location

5325 Windy Grove Dr
Wimauma FL 33598
United States
(27.697377611189008,
-82.3251928083974)

Ponds 12

3 / 3 (100%)

Ponds

Good



Photo 34



Photo 35



Photo 36

Pond Location

5509 Little Path Dr
Wimauma FL 33598
United States
(27.69373195941875,
-82.32226488960063)

Ponds 13

3 / 3 (100%)

Ponds

Good



Photo 37



Photo 38



Photo 39

Pond Location

Ponds 14

3 / 3 (100%)

Ponds

Good



Photo 40



Photo 41



Photo 42

Pond Location

5304-5316 Tulip Drop Dr
Wimauma FL 33598
United States
(27.700015385689014,
-82.32300789297251)

Ponds 15

3 / 3 (100%)

Ponds

Good



Photo 43



Photo 44



Photo 45

Pond Location

16924 Clear Cork Dr
Wimauma FL 33598
United States
(27.701082439187633,
-82.32247064829089)

Ponds 16

3 / 3 (100%)

Ponds

Good



Photo 46



Photo 47



Photo 48

Pond Location

5301-5399 Stoic Vale Dr
Wimauma FL 33598
United States
(27.702219444352856,
-82.32101345442452)

Ponds 17

3 / 3 (100%)

Ponds

Good



Photo 49



Photo 50



Photo 51

Pond Location

16832 Banner Shell Pl

Wimauma FL 33598
United States
(27.706081999408077,
-82.3207208112514)

Ponds 18

3 / 3 (100%)

Ponds

Good



Photo 52



Photo 53



Photo 54

Pond Location

Sailor Pines Ct
Wimauma FL 33598
United States
(27.703158121450517,
-82.32105993870213)

Landscaping

27 / 33 (81.82%)

Landscaping 1

2 / 3 (66.67%)

Landscaping

Fair



Photo 55

Landscaping Location

Lagoon Shore Blvd
Wimauma FL 33598
United States
(27.698646748777097,
-82.3258944024826)

The Arbecola plants will need to be cut back in the spring.

Landscaping 2

3 / 3 (100%)

Landscaping

Good

Landscaping Location

Lagoon Shore Blvd
Wimauma FL 33598
United States
(27.698608966753092,
-82.32581238584109)



Photo 56



Photo 57

Landscaping 3

2 / 3 (66.67%)

Landscaping

Fair

Poor turf fertility. FCC needs to submit an action plan to improve the turf.



Photo 58



Photo 59



Photo 60

Landscaping Location

Lagoon Shore Blvd
Wimauma FL 33598
United States
(27.69737211813566,
-82.32626807307533)

Landscaping 4

3 / 3 (100%)

Landscaping

Good



Photo 61



Photo 62

Landscaping Location

Lagoon Shore Blvd
Wimauma FL 33598
United States
(27.69557240009005,
-82.32601570622415)

Landscaping 5

2 / 3 (66.67%)

Landscaping

Fair

FCC needs to submit an estimate to replace the missing plant.



Photo 63

Landscaping Location

Landscaping 6

3 / 3 (100%)

Landscaping

Good



Photo 64



Photo 65



Photo 66



Photo 67

Landscaping Location

17592 Holly Well Ave
Wimauma FL 33598
United States
(27.692387416114258,
-82.32469799508056)

Landscaping 7

2 / 3 (66.67%)

Landscaping

Fair

Poor turf fertility throughout the median and east and west sides. FCC needs to submit an action plan to improve the turf conditions.

Landscaping Location

Scuba Crest St
Wimauma FL 33598
United States
(27.692470007986458,
-82.3247324635632)



Photo 68



Photo 69



Photo 70

Landscaping 8

3 / 3 (100%)

Landscaping

Good



Photo 71



Photo 72



Photo 73



Photo 74



Photo 75

Landscaping Location

Landscaping 9

2 / 3 (66.67%)

Landscaping

Fair

Poor turf fertility. FCC needs to submit an action plan to improve the turf fertility in the median and side entrances.



Photo 76



Photo 77



Photo 78

Landscaping Location

Landscaping 10

3 / 3 (100%)

Landscaping

Good



Photo 79

Landscaping Location

5549 Bishop Rd
Wimauma FL 33598
United States
(27.690470753118138,
-82.31887086500883)

Landscaping 11

2 / 3 (66.67%)

Landscaping

Fair



Photo 80

Landscaping Location

17306 Banded Gold Ln
Wimauma FL 33598
United States
(27.69071102183414,
-82.31914780993021)

Poor turf fertility. There is no irrigation and the cold weather has caused the Bahia turf fertility issues.

Mailbox

Good

Mailbox Location

Streetlights

Working



Photo 81

Streetlights Location

Lagoon Shore Blvd
Wimauma FL 33598
United States
(27.698670276581485,
-82.3258599994089)

Signage

Good



Photo 82



Photo 83

Gates

Fair

The district manager has an estimate to repair the fence.



Photo 84



Photo 85

Sidewalks

Good



Photo 86

Sidewalks Location

Hidden Creek Blvd
Wimauma FL 33598
United States
(27.69880208721163,
-82.32574288385624)

Common Area Fence

Good



Photo 87

Roads

Good



Photo 88



Photo 89

Roads Location

17043 Pocket Reel Ln
Wimauma FL 33598
United States
(27.69853660373734,
-82.32574604459323)

Sign Off

Gary Schwartz
28 Jan 2026 12:59 EST

Media summary



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16



Photo 17



Photo 18



Photo 19



Photo 20



Photo 21



Photo 22



Photo 23



Photo 24



Photo 25



Photo 26



Photo 27



Photo 28



Photo 29



Photo 30



Photo 31



Photo 32



Photo 33



Photo 34



Photo 35



Photo 36



Photo 37



Photo 38



Photo 39



Photo 40



Photo 41



Photo 42



Photo 43



Photo 44



Photo 45



Photo 46



Photo 47



Photo 48



Photo 49



Photo 50



Photo 51



Photo 52



Photo 53



Photo 54



Photo 55



Photo 56



Photo 57



Photo 58



Photo 59



Photo 60



Photo 61



Photo 62



Photo 63



Photo 64



Photo 65



Photo 66



Photo 67



Photo 68



Photo 69



Photo 70



Photo 71



Photo 72



Photo 73



Photo 74



Photo 75



Photo 76



Photo 77



Photo 78



Photo 79



Photo 80



Photo 81



Photo 82



Photo 83



Photo 84



Photo 85



Photo 86



Photo 87



Photo 88



Photo 89