

**SOUTH BAY
COMMUNITY DEVELOPMENT
DISTRICT**

**May 12, 2023
Agenda Package**

South Bay Community Development District

Board of Supervisors

Leah Popelka, Chairperson
Kelly Evans, Vice-Chairperson
Ian Brown, Supervisor
Mary Madden, Supervisor

Mark Vega, District Manager
David Smith, District Counsel
Rick Brylanski, District Engineer

Regular Meeting Agenda

Friday, May 12, 2023 – 1:00 p.m.

Call in (Audio Only) [+1 646-838-1601, 90777154#](tel:+16468381601)

Phone Conference ID: 907 771 54#

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- 1. Call to Order and Roll Call**
 - 2. Audience Comments**
 - 3. Additions or Deletions to the Agenda**
 - 4. Organizational Matters**
 - A. Declaration of Vacant Seat held by Mr. Grimm (Seat 1, Expiring 11/2024)
 - B. Appointment of a Supervisor to Fill the Unexpired Term of Office
 - C. Oath of Office for Newly Appointed Supervisor
 - D. Designation of Officers, (Resolution 2023-04)
 - 5. Consent Agenda**
 - A. Approval of the Minutes of March, 10, 2023
 - B. Acceptance of the February and March 2023 Financial Reports
 - C. Ratification of Campus Suite Agreement
 - D. Report on Number of Registered Voters (376)
 - 6. Attorney's Report**
 - A. Discussion of Revocable Sidewalk Agreement
 - 7. Engineer's Report**
 - 8. District Manager's Report**
 - A. Presentation of the Fiscal Year 2024 Budget
 - 9. Chairperson's Report**
 - A. South Bay CDD Seawall Map
 - B. South Bay CDD Parcel Map
 - C. South Bay CDD Boundary Map
 - 10. Little Harbor POA Report**
 - 11. Old Business**
 - 12. New Business**
 - 13. Audience Comments**
 - 14. Supervisor Comments**
 - 15. Adjournment**

**The Next Meeting is scheduled to be held on
Friday, June 9, 2023 at 1:00 p.m.**

District Office:

Inframark
210 North University Drive, Suite 702
Coral Springs, Florida, 33071
954-603-0033

Meeting Location:

Sunset Grill & Beach Bar
602 Bahia del Sol Drive
Ruskin, Florida 33570

Fourth Order of Business

4B

John Aldrich

Contact

3011 Christophers Watch Ln
Ruskin, Florida 33570
(813) 767-9212
jaldrich@outlook.com

South Bay Community
Development District
Mark Vega
Inframark
210 North University Drive
Suite 702
Coral Springs, Florida 33071

Dear Mr. Vega,

I would like to introduce myself and request that the board consider me as a candidate for the board opening.

My name is John Aldrich and my wife Theresa, and I have resided full-time in the Townhomes since August 2017. My wife and I enjoyed the community so much we decided to build a custom home on Christophers Watch where we can currently live full time. I am Florida native, born and raised in Temple Terrace, Florida and spent most of my time in Brandon and Valrico, Florida with only a short stint in the Orlando area. We have lived in a deeded community previously and our goals as residents is to further demonstrate harmony living in a community with regulations and rules.

We have two grown sons, Tyler and Andrew both living independently. Our son Tyler is currently attending Law School in New York and my youngest son, Drew works for my company as an estimator. Both Theresa and I were very hands on when raising our boys. I volunteered as a Cub Master for Cub Scout Troop #610. I enjoyed teaching, guiding and being a mentor to many young boys enjoying all the wonderful traits and values of being a Boy Scout. I grew up in the scouts and I earned the Eagle Scout in 1978. I also played a role in leadership by being an active member of the Nativity Catholic Church in Brandon and spearheading the Youth Group dinners and organizing meals for young teens after mass on Sunday evenings for a few years.

My interests include Motorsports, camping and taking our RV on small excursions. Our RV travels have taken us to many wineries, nature areas, historical cities and we enjoy being near the water.

My business is Universal Painting Corporation, an industrial painting contractor specializing in water and wastewater treatment plants through the eastern and southeastern portion of the United States. I started my business independently in January 1993 and been successful in creating a small business that employees approximately 75 people, developed new relationships with contractors basically starting from the ground up.

This business has presented many challenges throughout the years, and I have learned many traits that will assist in providing comradery on the board, if I am so elected. I am an entrepreneur, I think outside the box, I am a team player, I employ others with strong talents where I am weak, I listen to facts to substantiate all my decisions. I am a leader and a survivor. I have been a member of the Industrial Painting Committee (IPC), a Society of Protective Coatings (SSPC) an elite

industry peer group, a diverse group of industrial blasting and painting contractors throughout North America for many years.

My strengths include a strong financial awareness, trouble shooting, being proactive, demonstrating fairness and flexibility. I am an independent learner, a self-starter, I practice good social skills, I have a drive, possess dedication and confidence. I am a decision maker.

My weaknesses are minimal, I believe, but my senior managers and wife may say that I work a lot, move with plans aggressively, may have expectations of others that can't be reached but, all in all, every challenge and every task can be accomplished with teamwork and clear communication.

I hope my characteristics and traits as a leader as well as my neighborly attitude will be an asset to the board. I can dedicate time and effort that is required for this position. I welcome a new challenge and look forward to serving you well on this board. Thank you for your review and consideration.

If you have any further questions, please feel free to reach out to me at (813)767-9212 or email at jaldrich@outlook.com.

Sincerely,

John Aldrich

Enclosure

3011 Christopher Watch Lane, Ruskin, Florida 33570

Cell (813) 767-9212
jaldrich@outlook.com

JOHN P. ALDRICH

OBJECTIVE Demonstrate my strong leadership abilities and maintain a high level of professionalism throughout my company providing excellent results to my customers within budget.

SKILLS & ABILITIES Owner for over 30 years as a professional in the Industrial Painting and Coatings Industry. Licensed Painting Contractor in most Florida major counties.
Highly skilled in Estimating, Project Management, Budgeting, Negotiations and Operations

EXPERIENCE

PRESIDENT/CEO, UNIVERSAL PAINTING CORPORATION
January 1993 to Present
Completed in excess of eight million dollars annually of commercial and industrial painting projects. Also responsible for overseeing all aspects of managing the business including, estimating, bidding, project workmanship and management, job budgets, payroll, taxes, cash flow, payable and receivables departments.

SENIOR PROJECT MANAGER, BIRMINGHAM INDUSTRIAL PAINTING
May 1992 to December 1992
Responsible for all duties including hiring employees, determining office overhead budgets, purchasing, estimating and project management.

PROJECT MANAGER, SERVICE PAINTING CORPORATION
January 1989 to May 1992
Responsible for estimation and project management of commercial and industrial painting projects totaling over one and a half million dollars annually.

PROJECT MANAGER/ESTIMATOR, THE GATEWAY COMPANY
March 1987 to January 1989
Responsible for estimation and project management of Industrial Painting Projects throughout the Southeast United States

EXPEDITER/SUPERINTENDENT, SUN CITY BUILDERS (SEARS HOME IMPROVEMENT)
February 1986 to March 1987
Responsible for supervision of the installation of residential painting projects totaling an invoiced volume in excess of five million dollars,

EDUCATION **HILLSBOROUGH COMMUNITY COLLEGE**
Pre-studies for an Engineering degree

TAMPA BAY VOCATIONAL TECHNICAL HIGH SCHOOL
General Academic Courses and Welding/Pipe fitting trade

COMMUNICATION Thoroughly familiar with all aspects of residential, commercial and industrial painting

 Proven ability in assessing needs, developing budgets, monitoring expenditures for bidding for ongoing projects.

 Establish realistic schedules, coordinate efforts to complete projects on time and within budget

 Strong working relationship with material vendors throughout Florida.

 Solid background in recruitment, development, supervision and motivation

 Skilled in estimation and contract negotiations

 Exceptional organizational and coordinating skills in managing multiple projects and tasks simultaneously

 Thoroughly familiar with computer skills. Knowledgeable working within Microsoft Office with Advanced skill in Excel, Office 365, QuickBooks, Sage 100, and SharePoint

 Accustomed to dealing with all levels of professionals and support personnel ensuring positive results.

LEADERSHIP Recipient of Eagle Scout Award

REFERENCES **RON DAVOLI**
President/CEO, Wharton Smith, Inc.
rdavoli@whartonsmith.com

(407) 321-8410

JAMES WORNICK
Vice President. The Crom Corporation
jmw@cropcorp.com

(352) 372-3436

GREG BUCKNER
President. GT Grandstands
gbuckner@gtgrandstands.com

(866) 550-5511

Stephen Herrera
435 Bahia Beach Blvd
Ruskin, FL 33570
469.734.6057

Townhouse resident since Jun 2020. This is our primary residence.

Marina resident since May 2015. We are still leasing a wet slip in the Antigua Cove Marina.

I have attended almost all HOA, POA and CDD meetings since returning from Germany in Sep 2022.

I am active in the community and have participated in many “formal and informal” social events.

Education

BS Mechanical Engineering – MIT
MBA Business Administration – Boston Univ
Command and Staff Course – USMC

Corporate Experience

General Electric – Field Service Engineer
John Deere – Division Manager
Caterpillar – General Manager

Military Experience

USMC Retired
Ground Combat Officer
Top Secret Security Clearance

John Charles McEneaney
536 Bahia Beach Blvd Apt 318
Ruskin, FL 33570
813-277-4723
Jmceneaney813@aol.com

SELECTED CAREER HIGHLIGHTS

- **Multidiscipline Professional:** Construction/Property Management Professional with over thirty five years experience encompassing Business Development, Strategic Planning and Construction Project Management, Maintenance and Facilities
- **Marketing Edge:** Developed a vital network of business and industry contacts through out Florida and the South East.
- **Project Executive:** Full profit and loss accountability for key client projects involving scheduling, cost accounting, cash flow analysis, purchasing and professional relations.
- **Human Resource Manager:** assign, motivate and evaluate management staff, construction and maintenance personal.

PROFESSIONAL EXPERIENCE

J-Mac Property Services – 2010 – Present
Ruskin, FL

Owner

Own and operate a Commercial property maintenance company

RAND* CONSTRUCTION CORPORATION – 2008 – 2010
WASHINGTON, DC

Vice President South East

Opened and operate a southeast office for Rand* Construction, the third largest women owned construction company in the US, expanding there geographically reach beyond Washington. First year construction revenue is in excess of 10 mm. Manage day to day operations and grew an office of two people, to fifteen in less then a year. Construction emphasis is retail, office and base building construction throughout the east coast of the US.

GVA ADVANTIS REALTY & CONSTRUCTION COMPANY, INC. - 2003-2008
TAMPA, FLORIDA

Vice President of Construction:

Coordinate and execute a variety of construction management projects for a leading real estate development firm specializing in retail, office and industrial construction and renovation. Home office responsibilities include driving marketing and sales efforts, developing and presenting proposals with cost estimates; negotiate terms of customer contract.

Oversee all operation in three regional offices, Tampa, Ohio and Massachusetts.

CHANNEL BUILDING & REAL ESTATE COMPANY, INC. - 1998-2003
WILMINGTON, MASSACHUSETTS

Director of Special Projects:

Estimated project costs, sourced and negotiated purchasing, scheduled, directed and coordinated all the Companies owned and managed properties as it relates to Construction Renovations and Maintenance. Responsible for quality standards, controlled and managed overhead and project budget costs; approved selection of subcontractors, systems and materials decisions, performed cost accounting and administrative tasks ensuring peak profit performance, managed all personal in our maintenance and restoration divisions

BROOKSTONE BUILDERS, INC. – 1993-1998
MANCHESTER, NEW HAMPSHIRE

Project Manager/Superintendent:

All Aspects of Project Management, client relations, cost estimating, developed budgets and schedules, hired and coordinated sub contractors, purchased materials, oversaw all phases of construction on commercial, retail and industrial projects throughout southern New Hampshire

MCENEANEY CONSTRUCTION. – 1986-1993
METHUEN, MASSACHUSETTS

Owner/Carpenter:

Owned and operated a Commercial and Residential construction company in Northern Massachusetts.

EDUCATION

Manchester Technical College
Project Management

Methuen High School
College Prep

MILITARY

United States Army Reserves
1983-1989

SOFTWARE

Word, Excel, Prolog, Timberline, Project

LICENSES

Massachusetts Construction License
CS 77916

Past Boards

Clearwater Cay Club CDD
Inn at Little Harbor COA
President Isle Of Capri COA

AWARDS

CHANNEL BUILDING & REAL ESTATE COMPANY
2002 Job of the Year
GVA ADVANTIS REALTY & CONSTRUCTION COMPANY
2005 Construction Professional of the Year
2005 Project Manager of the Year
2006 Most Valuable Team Member Tampa
2007 Top Vice President

4D.

RESOLUTION 2023-04

A RESOLUTION DESIGNATING OFFICERS OF THE SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the South Bay Community Development District at a regular business meeting held on May 12, 2023 desires to appoint the below recited persons to the offices specified.

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

1. The following persons were appointed to the offices shown, to wit:

- _____ Chairman
- _____ Vice Chairman
- Mark Vega _____ Secretary
- Stephen Bloom _____ Treasurer
- Mark Vega _____ Assistant Treasurer
- _____ Assistant Secretary(s)
- _____
- _____

PASSED AND ADOPTED THIS, 12th DAY OF MAY 2023

Chairman

Secretary

Fifth Order of Business

5A

**MINUTES OF MEETING
SOUTH BAY
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the South Bay Community Development District was held Friday, March 10, 2023 at 1:00 p.m. at the Sunset Grill & Beach Bar, 602 Bahia del Sol Drive, Ruskin, Florida 33570.

Present and constituting a quorum were:

Leah Popelka	Chairperson
Kelly Evans	Vice Chairperson
Ian Brown	Supervisor
Mary Madden	Supervisor (via phone)

Also present were:

William Crosley	SDS District Manager
Mark Vega	Inframark District Manager
David Smith	District Counsel
Rick Brylanski	District Engineer
Several Residents	

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

FIRST ORDER OF BUSINESS

The meeting was called to order.

Call to Order

SECOND ORDER OF BUSINESS

Proof of publication was presented.

Proof of Publication

THIRD ORDER OF BUSINESS

A quorum was established.

Establish Quorum

FOURTH ORDER OF BUSINESS

None.

Additions or Deletions to Agenda

FIFTH ORDER OF BUSINESS

Approval of Minutes

A. February 10, 2023 Regular Board Meeting

On MOTION by Ms. Popelka seconded by Ms. Evans with all in favor the minutes of the February 10, 2023, regular Board meeting were approved. (4-0)

SIXTH ORDER OF BUSINESS

Old Business

None.

SEVENTH ORDER OF BUSINESS

New Business

A. Consider Resolution No. 2023-01 – Appointing and Fixing the Compensation of the District Manager

On MOTION by Ms. Popelka seconded by Ms. Evans with all in favor Resolution 2023-01 Appointing and Fixing the Compensation of the District Manager; and Providing for an Effective Date was adopted as amended to reflect 3/1/2023 vs. 3/11/2023. (4-0)

The record shall reflect Mr. Vega joined the meeting.

B. Consider Resolution No. 2023-02 – Designating Officers of the District

On MOTION by Ms. Popelka seconded by Ms. Evans with all in favor Resolution No. 2023-02, Designating Officers of the District and Providing for an Effective Date was adopted. (4-0)

C. Consider Resolution No. 2023-03 – Designation Authorization and Actions Relating to the Accounts of the District

On MOTION by Ms. Popelka seconded by Ms. Evans with all in favor Resolution No. 2023-03, Designating Authorization and Actions Relating to the Accounts of the District was adopted. (4-0)

D. Consider Approval of Revocable Sidewalk Lease Agreement

- Discussion ensued regarding the Revocable Sidewalk Lease Agreement. The Board concurred that Counsel should proceed with the document as presented with the request to remove Item Seven with the final approval by the Chairman.

E. Consider Ratification of Inframark Management Agreement

On MOTION by Ms. Evans seconded by Mr. Brown with all in favor the Inframark Management Agreement was ratified. (4-0)

EIGHTH ORDER OF BUSINESS

Reports

A. Manager’s Report

- Mr. Crosley expressed his gratitude to the Board for serving them throughout the years.
- Ms. Popelka commented on the open seat and prospective candidates.
- Residents requested later meeting start times and zoom call-in for residents unable to attend.
- Mr. Vega explained that a Microsoft Team call-in number without visuals may need to be advertised for the remainder of the Fiscal Year.

B. Attorney’s Report

i. Update to the Memo to the South Bay Board of Directors

- A discussion of appointments and residents’ resumes will be included in the next agenda.

ii. Seawall Assessment Memo

- Mr. Smith presented his report.
- Resident commented on the cost of the seawall repair.
- Further discussion ensued regarding the seawall scope of work, assessment strategy and financial ramifications.
- The District Engineer and the CDD were not involved in 2019 seawall repairs behind townhomes.

C. Engineer’s Report

i. Review and Approval of the Scope of the District Survey

- Mr. Brylanski provided his review and expounded on the specific survey. He noted he will contact Mr. Smith to determine exactly what the District owns.
- Pointe Townhomes, in the canals, had to replace 50 feet of its seawall two years ago.
- Ms. Popelka requested that Mr. Brylanski bring the maps to the May meeting so everyone can be familiarized with them.

On MOTION by Ms. Popelka seconded by Mr. Brown with all in favor NTE \$35,000 for surveying was approved. (4-0)

D. Chairperson’s Report

- Ms. Popelka asked Ms. Madden if she had any further discussion on the signs with the POA, Ms. Madden noted a form was being created.

E. POA Report

On MOTION by Mr. Brown seconded by Ms. Popelka with all in favor light installation on Sea Grape with the customer being the POA and the CDD being the owner was approved. (4-0)

- The POA will be responsible for any underground damage during installation.
- Parking signs were being discussed.
- Additional security was added for the afternoon on weekends.
 - i. A Discussion Regarding Fence Quotes**
- Mr. Crosley is to provide Mr. Brylanski with photos of the fence.

NINTH ORDER OF BUSINESS

Administrative Matters

- Mr. Vega discussed Campus Suite, which goes by the new name, Community Now.
- Mr. Vega noted that Board payroll will be delayed this month while financial data is being imported into the Inframark accounting system.

TENTH ORDER OF BUSINESS

Comments by the Public for Matters Not on the Agenda

- Resident comments were received regarding traffic direction, restrooms and showers for the public.

ELEVENTH ORDER OF BUSINESS

Board Member Comments

- None.

TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Popelka seconded by Ms. Evans with all in favor the meeting was adjourned. (4-0)

Mark Vega, Secretary

5B

South Bay
Community Development District

**Financial Report For
February 2023**

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
FEBRUARY 2023**

	Annual Budget 10/1/22- 9/30/23	Actual Feb-23	Year To Date Actual 10/1/22 - 2/28/23	Year To Date Budget 10/1/22 - 2/28/23
REVENUES				
Administrative Assessments (On-Roll)	85,403	2,495	79,713	78,548
Administrative Assessments (Off-Roll)	152,453	31,655	94,965	101,316
Maintenance Assessments (On-Roll)	143,104	4,180	132,975	131,263
Maintenance Assessments (Off-Roll)	255,503	53,052	159,155	172,896
Debt Assessments - A1 (On-Roll)	729,255	21,302	677,692	679,782
Debt Assessments - A1 (Off-Roll)	113,701	28,425	85,276	83,031
Other Revenue	0	0	1,000	0
Interest Income	420	0	4,892	175
TOTAL REVENUES	\$ 1,479,839	\$ 141,109	\$ 1,235,668	\$ 1,247,011
O & M EXPENDITURES				
Supervisor Fees	10,000	600	3,800	3,200
Payroll Taxes (Employer)	800	46	291	256
Engineering	15,000	0	11,940	6,250
Engineering - Roadways	0	0	1,410	0
Surveying	1,000	0	0	415
Management	35,208	2,934	14,670	14,670
Legal	70,000	0	30,326	29,165
Legal - Extraordinary/Litigation	45,000	0	930	18,750
Assessment Roll	6,000	0	0	0
Audit Fees	7,250	0	0	0
Arbitrage Rebate Fee	1,950	0	0	0
Travel Per Diam	1,250	79	506	520
Insurance	12,000	0	12,070	12,000
Legal Advertising	5,200	0	1,690	2,165
Miscellaneous	2,500	94	484	1,040
Postage	750	72	179	310
Office Supplies	1,500	65	346	625
Dues & Subscriptions	175	0	175	175
Website Management	2,000	166	833	835
Trustee Fees	9,000	0	0	0
Continuing Disclosure Fee	5,000	0	5,000	5,000
Property Taxes	390	0	389	390
Document Storage	1,200	27	170	500
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 233,173	\$ 4,083	\$ 85,209	\$ 96,266
MAINTENANCE EXPENDITURES				
POA Maintenance	280,000	23,333	116,666	116,669
Seawall Reserve Contribution	50,000	5,340	8,340	20,000
Miscellaneous Maintenance	10,000	0	0	3,000
Maintenance Reserve Contribution	50,000	0	52,040	50,000
TOTAL MAINTENANCE EXPENDITURES	\$ 390,000	\$ 28,673	\$ 177,046	\$ 189,669
TOTAL EXPENDITURES	\$ 623,173	\$ 32,756	\$ 262,255	\$ 285,935
REVENUES LESS EXPENDITURES	\$ 856,666	\$ 108,353	\$ 973,413	\$ 961,076
Payment To Trustee (A-1 Bond)	(799,200)	(48,884)	(723,405)	(685,026)
BALANCE	\$ 57,466	\$ 59,469	\$ 250,008	\$ 276,050
County Appraiser & Tax Collector Fee	(19,155)	(548)	(17,104)	(17,850)
Discounts for Early Payments	(38,311)	(560)	(34,858)	(35,903)
EXCESS/(SHORTFALL)	\$ -	\$ 58,361	\$ 198,046	\$ 222,297
Carryover From Prior Year	-	-	-	-
NET EXCESS/(SHORTFALL)	\$ -	\$ 58,361	\$ 198,046	\$ 222,297

Notes

\$464,164 was received for Riverton Sale on 10/26/21.

Fiscal Year 2021/2022 Roadway Maintenance Deducted From Reserve: \$110,977.35 - Reserve Balance As Of 9/30/21 Was \$129,668. Expenditure As Of 9/30/22 = \$240,645.35

Fiscal Year 2022/2023 Maintenance Reserve Contribution Budget = \$50,000. Any Expenditures over \$50,000 will be applied against the Reserve.

Current Fiscal Year 2022/2023 Maintenance Expenditure = \$52,040. \$2,040: Deducted From Reserve (\$52,040 - \$50,000 = \$2,040).

Fiscal Year 2022/2023 Seawall Reserve Contribution Budget = \$50,000. Current Funds Remaining = \$41,660 (\$50,000 - \$8,340 = \$41,660).

Available Funds As Of 9/30/22	\$ 141,163.14
Bank Balance As Of 2/28/23	\$ 745,016.28
Accounts Payable As Of 2/28/23	\$ 69,314.58
Accounts Receivable As Of 2/28/23	-
Reserve For Seawall Repairs As Of 2/28/23	\$ 32,700.00
Reserve For Maintenance As Of 2/28/23	\$ 301,752.65
Available Funds As Of 2/28/23	\$ 341,249.05

Reserve For Maintenance	Memo
\$464,164.00	Riverton Sale - 10/26/21
-\$36,390.00	FY 20/21 Riverton Legal Fees
-\$8,490.00	FY 21/22 Riverton Legal Fees
-\$4,514.00	20/21 Riverton Legal Advertising
-\$110,977.35	FY 21/22 Roadway Maintenance
-\$2,040.00	FY 22/23 Roadway Maintenance
\$301,752.65	

South Bay Community Development District
Expenditures
October 2022 through February 2023

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Expenditures					
511.122 · Payroll tax expense					
	10/18/2022	PR 10.14.22		MTG 10.14.22 CK 10.19.22 (Grimm W, Vogeler B, Popelka L, Evans K)	61.20
	11/17/2022	PR 11.11.22		MTG 11.11.22 CK 11.18.22 (Grimm W, Popelka L, Evans K)	45.90
	12/16/2022	PR 12.09.22		MTG 12.09.22 CK 12.16.22 (Grimm W, Popelka L, Evans K, Brown I)	76.50
	01/19/2023	PR 01.13.23		MTG 01.13.23 CK 01.19.23 (Grimm W, Popelka L, Evans K, Brown I)	61.20
	02/16/2023	PR 02.10.23		MTG 02.10.23 CK 02.16.23 (Popelka L, Evans K, Brown I)	45.90
Total 511.122 · Payroll tax expense					<u>290.70</u>
511.131 · Supervisors Fee					
	10/18/2022	PR 10.14.22		MTG 10.14.22 CK 10.19.22 (Grimm W, Vogeler B, Popelka L, Evans K)	800.00
	11/17/2022	PR 11.11.22		MTG 11.11.22 CK 11.18.22 (Grimm W, Popelka L, Evans K)	600.00
	12/16/2022	PR 12.09.22		MTG 12.09.22 CK 12.16.22 (Grimm W, Popelka L, Evans K, Brown I)	1,000.00
	01/19/2023	PR 01.13.23		MTG 01.13.23 CK 01.19.23 (Grimm W, Popelka L, Evans K, Brown I)	800.00
	02/16/2023	PR 02.10.23		MTG 02.10.23 CK 02.16.23 (Popelka L, Evans K, Brown I)	600.00
Total 511.131 · Supervisors Fee					<u>3,800.00</u>
511.310 · Engineering					
511.321 · Engineering - Roadways					
	10/31/2022	89582	Hole Montes	For Services Rendered From October 1, 2022 to October 31, 2022	630.00
	11/30/2022	89778	Hole Montes	For Services Rendered From November 1, 2022 to November 30, 2022	780.00
Total 511.321 · Engineering - Roadways					<u>1,410.00</u>
511.310 · Engineering - Other					
	10/31/2022	89581	Hole Montes	For Services Rendered From October 1, 2022 to October 31, 2022	1,267.50
	11/30/2022	89777	Hole Montes	For Services Rendered From November 1, 2022 to November 30, 2022	2,820.00
	12/31/2022	89996	Hole Montes	For Services Rendered From December 1, 2022 to December 31, 2022	2,748.75
	01/31/2023	90169	Hole Montes	For Services Rendered From January 1, 2023 to January 31, 2023	5,103.75
Total 511.310 · Engineering - Other					<u>11,940.00</u>
Total 511.310 · Engineering					<u>13,350.00</u>
511.311 · Management Fees					
	10/31/2022	2022-1647	Special District Services, Inc.	Management Fee Oct 2022	2,934.00
	11/30/2022	2022-1751	Special District Services, Inc.	Management Fee Nov 2022	2,934.00
	12/31/2022	2022-1961	Special District Services, Inc.	Management Fee Dec 2022	2,934.00
	01/31/2023	2023-0048	Special District Services, Inc.	Management Fee Jan 2023	2,934.00
	02/28/2023	2023-0156	Special District Services, Inc.	Management Fee Feb 2023	2,934.00
Total 511.311 · Management Fees					<u>14,670.00</u>
511.315 · Legal Fees					
	10/31/2022	11108752	Gray Robinson	General Representation-Oct 2022	6,420.00
	11/30/2022	11114642	Gray Robinson	General Representation-Nov 2022	7,200.00
	12/31/2022	11119732	Gray Robinson	General Representation - December 2022	5,837.18
	01/31/2023	11125399	Gray Robinson	General Representation- Jan 2023	10,868.43
Total 511.315 · Legal Fees					<u>30,325.61</u>

South Bay Community Development District
Expenditures
October 2022 through February 2023

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
511.441 · Travel & Per Diam					
	10/31/2022	2022-1647	Special District Services, Inc.	Travel Sept 2022	75.00
	11/30/2022	2022-1751	Special District Services, Inc.	Travel Oct 2022	138.75
	12/31/2022	2022-1961	Special District Services, Inc.	Travel Nov 2022	75.00
	01/31/2023	2023-0048	Special District Services, Inc.	Travel Dec 2022	138.75
	02/28/2023	2023-0156	Special District Services, Inc.	Travel Jan 2023	78.60
Total 511.441 · Travel & Per Diam					506.10
511.450 · Insurance					
	10/01/2022	INV-36393-Y6Z6	Florida Municipal Insurance Trust	Renew Policy FMIT# 1321 Annual Billing - 22/23 Fund Year	12,070.00
Total 511.450 · Insurance					12,070.00
511.480 · Legal Advertisements					
	10/19/2022	0000252597	Tampa Bay Times	Notice of LO Mtg & Reg Board Mtg	818.00
	11/06/2022	0000256012	Tampa Bay Times	Overnight Parking and Parking Enforcement	519.00
	01/25/2023	0000268437	Tampa Bay Times	RFQ for District Management Services	353.00
Total 511.480 · Legal Advertisements					1,690.00
511.512 · Miscellaneous					
	10/18/2022	PR 10.14.22		MTG 10.14.22 CK 10.19.22 (Grimm W, Vogeler B, Popelka L, Evans K)	52.60
	10/31/2022	2022-1647	Special District Services, Inc.	Conference Calls Sept 2022	52.32
	11/17/2022	PR 11.11.22		MTG 11.11.22 CK 11.18.22 (Grimm W, Popelka L, Evans K)	51.95
	11/30/2022	2022-1751	Special District Services, Inc.	Conference Calls Oct 2022	52.42
	12/16/2022	PR 12.09.22		MTG 12.09.22 CK 12.16.22 (Grimm W, Popelka L, Evans K, Brown I)	52.60
	12/31/2022	2022-1961	Special District Services, Inc.	Conference Calls Nov 2022	10.25
	01/19/2023	PR 01.13.23		MTG 01.13.23 CK 01.19.23 (Grimm W, Popelka L, Evans K, Brown I)	52.60
	01/31/2023	2023-0048	Special District Services, Inc.	Conference Calls Dec 2022	64.81
	02/16/2023	PR 02.10.23		MTG 02.10.23 CK 02.16.23 (Popelka L, Evans K, Brown I)	51.95
	02/28/2023	2023-0156	Special District Services, Inc.	Conference Calls Jan 2023	42.41
Total 511.512 · Miscellaneous					483.91
511.513 · Postage and Delivery					
	11/30/2022	2022-1751	Special District Services, Inc.	FedEx Oct 2022	40.24
	11/30/2022	2022-1751	Special District Services, Inc.	Postage Oct 2022	10.67
	12/31/2022	2022-1961	Special District Services, Inc.	FedEx Nov 2022	56.80
	02/28/2023	2023-0156	Special District Services, Inc.	FedEx Jan 2023	65.13
	02/28/2023	2023-0156	Special District Services, Inc.	Postage Jan 2023	6.87
Total 511.513 · Postage and Delivery					179.71
511.514 · Office Supplies					
	10/31/2022	2022-1647	Special District Services, Inc.	Copier Sept 2022	4.50
	11/30/2022	2022-1751	Special District Services, Inc.	Copier Oct 2022	46.65
	11/30/2022	2022-1751	Special District Services, Inc.	Meeting Books Oct 2022	24.00
	12/31/2022	2022-1961	Special District Services, Inc.	Copier Nov 2022	74.85
	12/31/2022	2022-1961	Special District Services, Inc.	Meeting Books Nov 2022	32.00
	01/31/2023	2023-0048	Special District Services, Inc.	Copier Dec 2022	58.20
	01/31/2023	2023-0048	Special District Services, Inc.	Meeting Books Dec 2022	40.00

South Bay Community Development District
Expenditures
October 2022 through February 2023

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
	02/28/2023	2023-0156	Special District Services, Inc.	Copier Jan 2023	33.45
	02/28/2023	2023-0156	Special District Services, Inc.	Meeting Books Jan 2023	32.00
Total 511.514 · Office Supplies					345.65
511.540 · Dues, License & Subscriptions					
	10/03/2022	86733	Department of Economic Opportunity	Special District Fee FY 2022/2023	175.00
Total 511.540 · Dues, License & Subscriptions					175.00
511.734 · Continuing Disclosure Fee					
	12/13/2022	326	Lerner Reporting Services Inc.	Annual Continuing Disclosures FY 22/23	5,000.00
Total 511.734 · Continuing Disclosure Fee					5,000.00
511.748 · Document Storage					
	10/31/2022	2022-1647	Special District Services, Inc.	Document Storage Sept 2022	50.45
	11/30/2022	2022-1751	Special District Services, Inc.	Document Storage Oct 2022	26.65
	12/31/2022	2022-1961	Special District Services, Inc.	Document Storage Nov 2022	26.66
	01/31/2023	2023-0048	Special District Services, Inc.	Document Storage Dec 2022	39.70
	02/28/2023	2023-0156	Special District Services, Inc.	Document Storage Jan 2023	26.66
Total 511.748 · Document Storage					170.12
511.750 · Website Management					
	10/31/2022	2022-1647	Special District Services, Inc.	Website Fee Oct 2022	166.66
	11/30/2022	2022-1751	Special District Services, Inc.	Website Fee Nov 2022	166.66
	12/31/2022	2022-1961	Special District Services, Inc.	Website Fee Dec 2022	166.66
	01/31/2023	2023-0048	Special District Services, Inc.	Website Fee Jan 2023	166.66
	02/28/2023	2023-0156	Special District Services, Inc.	Website Fee Feb 2023	166.66
Total 511.750 · Website Management					833.30
511.800 · Property Taxes					
	12/01/2022	A0315870025	Hillsborough County Tax Collector	Acct#A0315870025	388.85
Total 511.800 · Property Taxes					388.85
511.882 · Common Area Maintenance					
	10/01/2022	2022-10-01	Little Harbor POA (Monthly)	Common Area Maintenance	20,000.00
	10/01/2022	2022-10-01-REMAINING	Little Harbor POA (Monthly)	Common Area Maintenance-REMAINING PAYMENT FOR OCT 2022	3,333.33
	11/01/2022	2022-11-01	Little Harbor POA (Monthly)	Common Area Maintenance	23,333.33
	12/01/2022	2022-12-01	Little Harbor POA (Monthly)	Common Area Maintenance	23,333.33
	01/01/2023	2023-01-01	Little Harbor POA (Monthly)	Common Area Maintenance	23,333.33
	02/01/2023	2023-02-01	Little Harbor POA (Monthly)	Common Area Maintenance	23,333.33
Total 511.882 · Common Area Maintenance					116,666.65
512.315 · Legal -Extraordinary/Litigation					
	11/30/2022	11114644	Gray Robinson	Little Harbor Development LP, et al v. South Bay CDD- Nov 2022	210.00
	01/31/2023	11125400	Gray Robinson	Little Harbor Development LP, et al v. South Bay CDD- Jan 2023	720.00
Total 512.315 · Legal -Extraordinary/Litigation					930.00
516.030 · Seawall Repairs					
	10/27/2022	17298	Reuben/Clarson Consulting	Seawall Inspection & Reporting for South Side of Little Harbor East Marina	3,000.00
	02/02/2023	17701	Reuben/Clarson Consulting	Preparation of Signed & Sealed Structural Seawall Replacement Plans-65%	5,340.00
Total 516.030 · Seawall Repairs					8,340.00

South Bay Community Development District
Expenditures
October 2022 through February 2023

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
516.055 - Roadway Maintenance					
	10/20/2022	7811	Pro Way Paving Systems LLC	speed bump install	12,040.00
	11/04/2022	7839	Pro Way Paving Systems LLC	Speed Bump Sign/Decorative Post One Way Sign/Pedestrian Crossing Sign	13,600.00
	11/18/2022	7859	Pro Way Paving Systems LLC	StripingInstall Non Woven Fabric/ Base	7,800.00
	11/30/2022	7892	Pro Way Paving Systems LLC	ADA Ramp Miami Curb InstallationADA Warning Pads	18,600.00
Total 516.055 - Roadway Maintenance					<u>52,040.00</u>
Total Expenditures					<u>262,255.60</u>

South Bay Community Development District
Balance Sheet
As of February 28, 2023

	<u>Operating Fund</u>	<u>Debt Service Fund (05)</u>	<u>Debt Service Fund (15)</u>	<u>Capital Projects Fund</u>	<u>Gen Fixed Assets Fund</u>	<u>Long Term Debt Fund</u>	<u>TOTAL</u>
ASSETS							
Current Assets							
Checking/Savings							
Seacoast Bank	745,016.28	0.00	0.00	0.00	0.00	0.00	745,016.28
Total Checking/Savings	745,016.28	0.00	0.00	0.00	0.00	0.00	745,016.28
Total Current Assets	745,016.28	0.00	0.00	0.00	0.00	0.00	745,016.28
Other Assets							
Investments - Principal Account (2015-B1)	0.00	0.00	0.04	0.00	0.00	0.00	0.04
Investments - Interest Account (A1)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Revenue Account (2005)	0.00	8,876.13	0.00	0.00	0.00	0.00	8,876.13
Investments - Prepayment Account (B1)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Prepayment Account (A1)	0.00	0.00	4,877.78	0.00	0.00	0.00	4,877.78
Investments - Reserve Account (B2)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Interest Account (B1)	0.00	0.00	0.20	0.00	0.00	0.00	0.20
Investments - Interest Account (B2)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Revenue Account (2015-1)	0.00	0.00	801,113.38	0.00	0.00	0.00	801,113.38
Investments - Reserve Account (2015-A1)	0.00	0.00	411,125.63	0.00	0.00	0.00	411,125.63
Investments - Reserve Account (2015-B1)	0.00	0.00	0.57	0.00	0.00	0.00	0.57
Investments - Revenue Account (2015-2)	0.00	0.00	106,846.04	0.00	0.00	0.00	106,846.04
Investments - Reserve Account (2015-A2)	0.00	0.00	462,620.75	0.00	0.00	0.00	462,620.75
Investments - Reserve Account (2015-B2)	0.00	0.00	253,995.40	0.00	0.00	0.00	253,995.40
Investments - Sinking (2015-1)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounts Receivable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A/R Non Ad Valorem Receipts	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A/R B-1 Bond Assessments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Land	0.00	0.00	0.00	0.00	16,812,056.00	0.00	16,812,056.00
Infrastructure	0.00	0.00	0.00	0.00	28,197,947.00	0.00	28,197,947.00
Accumulated Depreciation	0.00	0.00	0.00	0.00	-7,006,485.00	0.00	-7,006,485.00
Amount Available In DSF (2005)	0.00	0.00	0.00	0.00	0.00	8,876.13	8,876.13
Amount Available In DSF (2015)	0.00	0.00	0.00	0.00	0.00	2,040,579.79	2,040,579.79
Amount To Be Provided	0.00	0.00	0.00	0.00	0.00	21,335,544.08	21,335,544.08
Total Other Assets	0.00	8,876.13	2,040,579.79	0.00	38,003,518.00	23,385,000.00	63,437,973.92
TOTAL ASSETS	745,016.28	8,876.13	2,040,579.79	0.00	38,003,518.00	23,385,000.00	64,182,990.20

**South Bay Community Development District
Balance Sheet
As of February 28, 2023**

	<u>Operating Fund</u>	<u>Debt Service Fund (05)</u>	<u>Debt Service Fund (15)</u>	<u>Capital Projects Fund</u>	<u>Gen Fixed Assets Fund</u>	<u>Long Term Debt Fund</u>	<u>TOTAL</u>
LIABILITIES & EQUITY							
Liabilities							
Current Liabilities							
Reserve For Seawall Repairs	32,700.00	0.00	0.00	0.00	0.00	0.00	32,700.00
Reserve For Maintenance (Previous)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserve For Maintenance	301,752.65	0.00	0.00	0.00	0.00	0.00	301,752.65
Due To Bondholders	0.00	1,271,776.00	3,900,013.00	0.00	0.00	0.00	5,171,789.00
Accounts Payable	69,314.58	0.00	0.00	0.00	0.00	0.00	69,314.58
Total Accounts Payable	403,767.23	1,271,776.00	3,900,013.00	0.00	0.00	0.00	5,575,556.23
Total Current Liabilities	403,767.23	1,271,776.00	3,900,013.00	0.00	0.00	0.00	5,575,556.23
Long Term Liabilities							
Special Assessment Debt (2005)	0.00	0.00	0.00	0.00	0.00	6,755,000.00	6,755,000.00
Special Assessment Debt (2015A-1)	0.00	0.00	0.00	0.00	0.00	7,560,000.00	7,560,000.00
Special Assessment Debt (2015B-1)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Assessment Debt (2015A-2)	0.00	0.00	0.00	0.00	0.00	4,895,000.00	4,895,000.00
Special Assessment Debt (2015B-2)	0.00	0.00	0.00	0.00	0.00	4,175,000.00	4,175,000.00
Total Long Term Liabilities	0.00	0.00	0.00	0.00	0.00	23,385,000.00	23,385,000.00
Total Liabilities	403,767.23	1,271,776.00	3,900,013.00	0.00	0.00	23,385,000.00	28,960,556.23
Equity							
Investment In General Fixed Assets	0.00	0.00	0.00	0.00	45,010,003.00	0.00	45,010,003.00
Retained Earnings	141,163.14	-1,262,995.89	-2,272,302.28	0.00	-7,006,485.00	0.00	-10,400,620.03
Current Year Depreciation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Income*	200,085.91	96.02	412,869.07	0.00	0.00	0.00	613,051.00
Total Equity	341,249.05	-1,262,899.87	-1,859,433.21	0.00	38,003,518.00	0.00	35,222,433.97
TOTAL LIABILITIES & EQUITY	745,016.28	8,876.13	2,040,579.79	0.00	38,003,518.00	23,385,000.00	64,182,990.20

Notes

* For Balance Sheet: 22/23 Reserve Contribution (\$2,040) Expenditures Are Added To Operating Fund Net Income Amount.

SOUTH BAY CDD TAX COLLECTIONS 2022-2023

#	ID#	PAYMENT FROM	DATE	FOR	Tax Collect Receipts	Interest Received	Fees	Discount	Net From Tax Collector	Admin Assessment Income (Before Discounts & Fees)	Maint Assessment Income (Before Discounts & Fees)	Debt Assessment (A1) Income (Before Discounts & Fees)	Admin Assessment Income (After Discounts & Fees)	Maint Assessment Income (After Discounts & Fees)	Debt Assessment (A1) Income (After Discounts & Fees)	Debt Assessment Paid to Trustee (A1)
									\$ 1,479,419	\$ 237,856	\$ 398,607	\$ 842,956	\$ 237,856	\$ 398,607	\$ 842,956	
									\$ 1,421,953	\$ 232,753	\$ 390,000	\$ 799,200	\$ 232,753	\$ 390,000	\$ 799,200	\$ 799,200
1	15	Harborside Suites	11/03/22	Off Roll Assessments	\$ 99,068.47				\$ 99,068.47	\$ 37,021.90	\$ 62,046.57		\$ 37,021.90	\$ 62,046.57		\$ -
2	390	Suntex Marina	11/14/22	Off Roll Assessments	\$ 56,806.94				\$ 56,806.94	\$ 21,228.75	\$ 35,578.19		\$ 21,228.75	\$ 35,578.19		\$ -
3	688	Lennar Homes, LLC	11/22/22	Off Roll Assessments	\$ 70,388.60				\$ 70,388.60	\$ 5,059.10	\$ 8,478.78	\$ 56,850.72	\$ 5,059.10	\$ 8,478.78	\$ 56,850.72	\$ 56,850.72
4	1	Hillsborough County	11/03/22	NAV Taxes	\$ 11,527.32		\$ (218.40)	\$ (607.22)	\$ 10,701.70	\$ 1,028.22	\$ 1,722.20	\$ 8,776.90	\$ 954.45	\$ 1,598.90	\$ 8,148.35	\$ 8,148.35
5	2	Hillsborough County	11/17/22	NAV Taxes	\$ 60,670.11		\$ (1,164.87)	\$ (2,426.84)	\$ 57,078.40	\$ 5,411.76	\$ 9,064.10	\$ 46,194.25	\$ 5,091.35	\$ 8,527.50	\$ 43,459.55	\$ 43,459.55
6	3	Hillsborough County	11/22/22	NAV Taxes	\$ 220,088.15		\$ (4,225.68)	\$ (8,803.59)	\$ 207,058.88	\$ 19,631.85	\$ 32,881.15	\$ 167,575.15	\$ 18,469.58	\$ 30,934.60	\$ 157,654.70	\$ 157,654.70
7	4	Hillsborough County	11/29/22	NAV Taxes	\$ 49,875.44		\$ (957.62)	\$ (1,995.07)	\$ 46,922.75	\$ 4,448.84	\$ 7,451.40	\$ 37,975.20	\$ 4,185.45	\$ 7,010.25	\$ 35,727.05	\$ 35,727.05
8	5	Hillsborough County	12/07/22	NAV Taxes	\$ 464,431.11		\$ (8,917.07)	\$ (18,577.66)	\$ 436,936.38	\$ 41,427.26	\$ 69,386.00	\$ 353,617.85	\$ 38,974.68	\$ 65,278.30	\$ 332,683.40	\$ 332,683.40
9	6	Hillsborough County	12/14/22	NAV Taxes	\$ 25,748.20		\$ (495.25)	\$ (985.62)	\$ 24,267.33	\$ 2,296.70	\$ 3,846.80	\$ 19,604.70	\$ 2,164.58	\$ 3,625.55	\$ 18,477.20	\$ 18,477.20
10	7	Hillsborough County	01/05/23	NAV Taxes	\$ 29,743.02		\$ (576.82)	\$ (902.06)	\$ 28,264.14	\$ 2,653.07	\$ 4,443.60	\$ 22,646.35	\$ 2,521.09	\$ 4,222.65	\$ 21,520.40	\$ 21,520.40
11	390	Suntex Marina	02/06/23	Off Roll Assessments	\$ 28,403.49				\$ 28,403.49	\$ 10,614.40	\$ 17,789.09		\$ 10,614.40	\$ 17,789.09		\$ -
12	118	Lennar Homes, LLC	02/08/23	Off Roll Assessments	\$ 35,194.31				\$ 35,194.31	\$ 2,529.55	\$ 4,239.39	\$ 28,425.37	\$ 2,529.55	\$ 4,239.39	\$ 28,425.37	\$ 28,425.37
13	22	Harborside Suites	02/13/23	Off Roll Assessments	\$ 49,534.24				\$ 49,534.24	\$ 18,510.95	\$ 31,023.29		\$ 18,510.95	\$ 31,023.29		\$ -
14	8	Hillsborough County	02/06/23	NAV Taxes	\$ 27,977.10		\$ (548.35)	\$ (559.57)	\$ 26,869.18	\$ 2,495.50	\$ 4,179.80	\$ 21,301.80	\$ 2,396.63	\$ 4,014.30	\$ 20,458.25	\$ 20,458.25
15	Int - 1	Hillsborough County	01/23/23	Interest		\$ 319.76			\$ 319.76	\$ 319.76			\$ 319.76			\$ -
16									\$ -							\$ -
17									\$ -							\$ -
18									\$ -							\$ -
19									\$ -							\$ -
20									\$ -							\$ -
21									\$ -							\$ -
22									\$ -							\$ -
23									\$ -							\$ -
24									\$ -							\$ -
25									\$ -							\$ -
26	EXT	Hillsborough County		Excess Fees - TC					\$ -							\$ -
27									\$ -							\$ -
					\$ 1,229,456.50	\$ 319.76	\$ (17,104.06)	\$ (34,857.63)	\$ 1,177,814.57	\$ 174,677.61	\$ 292,130.36	\$ 762,968.29	\$ 170,042.22	\$ 284,367.36	\$ 723,404.99	\$ 723,404.99

**Assessment Roll:
\$957,765.25**

	Off Roll Collections	Total Paid
	2022/2023 Total Due	
Harborside	\$198,136.95	\$148,602.71
Lennar	\$140,777.22	\$105,582.91
Suntex	\$113,613.92	\$85,210.43
SPE	\$69,129.60	\$0.00
Total	\$521,657.69	\$339,396.05

	On Roll Collections
	\$ 1,229,456.50
	\$ 319.76
	\$ (174,677.61)
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ 890,060.45

Note: \$1,479,419, \$237,856, \$398,607 and \$842,956 are 2022/2023 Budgeted assessments before discounts and fees.

Note: \$1,421,953, \$232,753, \$390,000 and \$799,200 are 2022/2023 Budgeted assessments after discounts and fees.

\$ 1,229,456.50	
\$ 319.76	
\$ (174,677.61)	\$ 1,177,814.57
\$ -	\$ (170,042.22)
\$ -	\$ (284,367.36)
\$ -	\$ (723,404.99)
\$ -	
\$ -	\$ -

SOUTH BAY
Community Development District

Financial Report

March 31, 2023

(unaudited)

Prepared by



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SOUTH BAY
Community Development District

Financial Statements

(Unaudited)

March 31, 2023

Balance Sheet
March 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2005 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
ASSETS				
Cash - Checking Account	\$ 654,636	\$ -	\$ -	\$ 654,636
Due From Other Funds	21	-	-	21
Investments:				
Interest Fund (A-1)	-	-	1	1
Prepayment Fund (A-1)	-	-	4,878	4,878
Reserve Fund (A-1)	-	-	411,126	411,126
Reserve Fund (A-2)	-	-	462,621	462,621
Reserve Fund (B-2)	-	-	253,995	253,995
Revenue Fund	-	8,876	-	8,876
Revenue Fund (A-1)	-	-	866,092	866,092
Revenue Fund (A-2)	-	-	106,846	106,846
TOTAL ASSETS	\$ 654,657	\$ 8,876	\$ 2,105,559	\$ 2,769,092
LIABILITIES				
Accounts Payable	\$ 9,624	\$ -	\$ -	\$ 9,624
Mature Bonds Payable	-	1,271,776	3,900,013	5,171,789
Due To Other Funds	-	-	21	21
TOTAL LIABILITIES	9,624	1,271,776	3,900,034	5,181,434
FUND BALANCES				
Unassigned:	645,033	(1,262,900)	(1,794,475)	(2,412,342)
TOTAL FUND BALANCES	\$ 645,033	\$ (1,262,900)	\$ (1,794,475)	\$ (2,412,342)
TOTAL LIABILITIES & FUND BALANCES	\$ 654,657	\$ 8,876	\$ 2,105,559	\$ 2,769,092

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>MAR-23 BUDGET</u>	<u>MAR-23 ACTUAL</u>
<u>REVENUES</u>							
Interest - Investments	\$ 420	\$ 210	\$ 4,893	\$ 4,683	1165.00%	\$ 35	\$ -
Special Assmnts- CDD Collected (Admin)	152,453	152,453	94,965	(57,488)	62.29%	7,623	-
Special Assmnts- CDD Collected (Maint.)	255,503	255,503	159,155	(96,348)	62.29%	12,775	-
Special Assmnts- Tax Collector (Admin)	85,403	85,403	81,404	(3,999)	95.32%	4,270	1,691
Special Assmnts- Tax Collector (Maint.)	143,104	143,104	135,808	(7,296)	94.90%	7,155	2,833
Special Assmnts- Discounts	(38,311)	(38,311)	(8,339)	29,972	21.77%	(1,916)	(167)
Other Miscellaneous Revenues	-	-	1,000	1,000	0.00%	-	-
TOTAL REVENUES	598,572	598,362	468,886	(129,476)	78.33%	29,942	4,357
<u>EXPENDITURES</u>							
<u>Administration</u>							
P/R-Board of Supervisors	10,000	4,998	3,800	1,198	38.00%	833	-
FICA Taxes	800	402	291	111	36.38%	67	-
ProfServ-Arbitrage Rebate	1,950	1,950	650	1,300	33.33%	-	650
ProfServ-Engineering	15,000	7,500	13,350	(5,850)	89.00%	1,250	-
ProfServ-Legal Services	70,000	34,998	35,300	(302)	50.43%	5,833	4,974
ProfServ-Legal Litigation	45,000	22,500	930	21,570	2.07%	3,750	-
ProfServ-Survey	1,000	1,000	-	1,000	0.00%	-	-
ProfServ-Trustee Fees	9,000	9,000	-	9,000	0.00%	-	-
Assessment Roll	6,000	3,000	-	3,000	0.00%	500	-
Disclosure Report	5,000	2,502	5,000	(2,498)	100.00%	417	-
Management & Accounting Services	35,208	17,604	15,616	1,988	44.35%	2,934	946
Auditing Services	7,250	7,250	4,000	3,250	55.17%	-	4,000
Travel and Per Diem	1,250	624	797	(173)	63.76%	104	291
Postage and Freight	750	378	322	56	42.93%	63	142
Insurance	12,000	12,000	12,070	(70)	100.58%	-	-
Legal Advertising	5,200	5,200	1,690	3,510	32.50%	-	-
Misc-Property Taxes	390	390	389	1	99.74%	-	-
Misc-Records Storage	1,200	600	597	3	49.75%	100	427
Misc-Assessment Collection Cost	19,155	19,155	4,168	14,987	21.76%	958	376
Website Administration	2,000	1,002	1,000	2	50.00%	167	167

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-23 BUDGET	MAR-23 ACTUAL
Miscellaneous Expenses	2,500	1,248	484	764	19.36%	208	-
Office Supplies	1,500	750	500	250	33.33%	125	155
Dues, Licenses, Subscriptions	175	175	175	-	100.00%	-	-
Total Administration	252,328	154,226	101,129	53,097	40.08%	17,309	12,128
<u>Maintenance</u>							
R&M-Common Area	280,000	139,998	140,000	(2)	50.00%	23,333	23,333
Miscellaneous Maintenance	10,000	4,998	-	4,998	0.00%	833	-
Reserve - Maintenance Program	50,000	-	52,040	(52,040)	104.08%	-	-
Seawall Reserve Contribution	50,000	-	8,340	(8,340)	16.68%	-	-
Total Maintenance	390,000	144,996	200,380	(55,384)	51.38%	24,166	23,333
TOTAL EXPENDITURES	642,328	299,222	301,509	(2,287)	46.94%	41,475	35,461
Excess (deficiency) of revenues Over (under) expenditures	(43,756)	299,140	167,377	(131,763)	0.00%	(11,533)	(31,104)
<u>OTHER FINANCING SOURCES (USES)</u>							
Contribution to (Use of) Fund Balance	(43,756)	-	-	-	0.00%	-	-
TOTAL FINANCING SOURCES (USES)	(43,756)	-	-	-	0.00%	-	-
Net change in fund balance	\$ (43,756)	\$ 299,140	\$ 167,377	\$ (131,763)	0.00%	\$ (11,533)	\$ (31,104)
FUND BALANCE, BEGINNING (OCT 1, 2022)	477,656	477,656	477,656				
FUND BALANCE, ENDING	\$ 433,900	\$ 776,796	\$ 645,033				

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ADOPTED BUDGET FY 2023	ACTUAL THRU MAR 2023	PROJECTED APR - SEP-2023	TOTAL PROJECTED FY 2023	ANNUAL BUDGET FY 2024
REVENUES						
Interest - Investments	\$ 15	\$ -	\$ 96	\$ -	\$ 96	\$ -
TOTAL REVENUES	15	-	96	-	96	-
EXPENDITURES						
TOTAL EXPENDITURES	-	-	-	-	-	-
Excess (deficiency) of revenues						
Over (under) expenditures	15	-	96	-	96	-
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	-	-	-	-	-	-
TOTAL OTHER SOURCES (USES)	-	-	-	-	-	-
Net change in fund balance	15	-	96	-	96	-
FUND BALANCE, BEGINNING	(1,263,011)	-	(1,262,996)	-	(1,262,996)	(1,262,900)
FUND BALANCE, ENDING	\$ (1,262,996)	\$ -	\$ (1,262,900)	\$ -	\$ (1,262,900)	\$ (1,262,900)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-23 BUDGET	MAR-23 ACTUAL
REVENUES							
Interest - Investments	\$ 200	\$ 96	\$ 19,179	\$ 19,083	9589.50%	\$ 16	\$ 2,073
Special Assmnts- CDD Collected (Debt Serv.)	113,701	113,701	85,276	(28,425)	75.00%	5,685	-
Special Assmnts- Debt Service (A-1)	729,255	729,255	692,128	(37,127)	94.91%	36,463	-
Special Assmnts- Debt Service (A-2)	458,475	458,475	-	(458,475)	0.00%	22,924	-
Special Assmnts- Debt Service (B-2)	275,530	275,530	-	(275,530)	0.00%	13,777	-
Special Assmnts- Discounts	-	-	(26,685)	(26,685)	0.00%	-	-
TOTAL REVENUES	1,577,161	1,577,057	769,898	(807,159)	48.82%	78,865	2,073
EXPENDITURES							
Debt Service							
ProfServ-Legal Services	-	-	46,865	(46,865)	0.00%	-	-
ProfServ-Trustee Fees	-	-	6,984	(6,984)	0.00%	-	-
Misc-Assessment Collection Cost	-	-	13,312	(13,312)	0.00%	-	-
Principal Debt Retirement A-1	360,190	-	-	-	0.00%	-	-
Principal Debt Retirement A-2	175,000	-	-	-	0.00%	-	-
Interest Expense Series A-1	439,110	219,555	224,910	(5,355)	51.22%	-	-
Interest Expense Series A-2	283,555	141,778	-	141,778	0.00%	-	-
Interest Expense Series B-2	275,550	137,775	-	137,775	0.00%	-	-
Total Debt Service	1,533,405	499,108	292,071	207,037	19.05%	-	-
TOTAL EXPENDITURES	1,533,405	499,108	292,071	207,037	19.05%	-	-
Excess (deficiency) of revenues							
Over (under) expenditures	43,756	1,077,949	477,827	(600,122)	0.00%	78,865	2,073
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	43,756	-	-	-	0.00%	-	-
TOTAL FINANCING SOURCES (USES)	43,756	-	-	-	0.00%	-	-
Net change in fund balance	\$ 43,756	\$ 1,077,949	\$ 477,827	\$ (600,122)	0.00%	\$ 78,865	\$ 2,073
FUND BALANCE, BEGINNING (OCT 1, 2022)	(2,272,302)	(2,272,302)	(2,272,302)				
FUND BALANCE, ENDING	\$ (2,228,546)	\$ (1,194,353)	\$ (1,794,475)				

SOUTH BAY
Community Development District

Supporting Schedules

March 31, 2023

**Non-Ad Valorem Special Assessments - Palm Beach County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2023**

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	ALLOCATION OF FUNDS		
					General Admin Fund	General Maint Fund	Debt Service Fund
Assessments Levied FY23				\$ 957,765	\$ - 37.37%	\$ 143,104 62.62%	\$ 729,255 76.14%
11/03/22	\$ 10,702	\$ 607	\$ 218	\$ 11,527	\$ 1,028	\$ 1,722	\$ 8,777
11/16/22	\$ 57,078	\$ 2,427	\$ 1,165	\$ 60,670	\$ 5,412	\$ 9,064	\$ 46,194
11/21/22	\$ 207,059	\$ 8,804	\$ 4,226	\$ 220,088	\$ 19,632	\$ 32,881	\$ 167,575
11/28/22	\$ 46,923	\$ 1,995	\$ 958	\$ 49,875	\$ 4,449	\$ 7,451	\$ 37,975
12/06/22	\$ 436,936	\$ 18,578	\$ 8,917	\$ 464,431	\$ 41,427	\$ 69,386	\$ 353,618
12/12/22	\$ 24,267	\$ 986	\$ 495	\$ 25,748	\$ 2,297	\$ 3,847	\$ 19,605
01/04/23	\$ 28,264	\$ 902	\$ 577	\$ 29,743	\$ 2,653	\$ 4,444	\$ 22,646
02/03/23	\$ 26,869	\$ 560	\$ 548	\$ 27,977	\$ 2,496	\$ 4,180	\$ 21,302
03/02/23	\$ 18,394	\$ 190	\$ 375	\$ 18,959	\$ 1,691	\$ 2,833	\$ 14,436
INTEREST	\$ 320	\$ -	\$ -	\$ 320	\$ 320	\$ -	\$ -
TOTAL	\$ 856,813	\$ 35,047	\$ 17,479	\$ 909,340	\$ 81,404	\$ 135,808	\$ 692,128
% COLLECTED				95%	95%	95%	95%
TOTAL OUTSTANDING				\$ 48,425	\$ 3,999	\$ 7,296	\$ 37,127

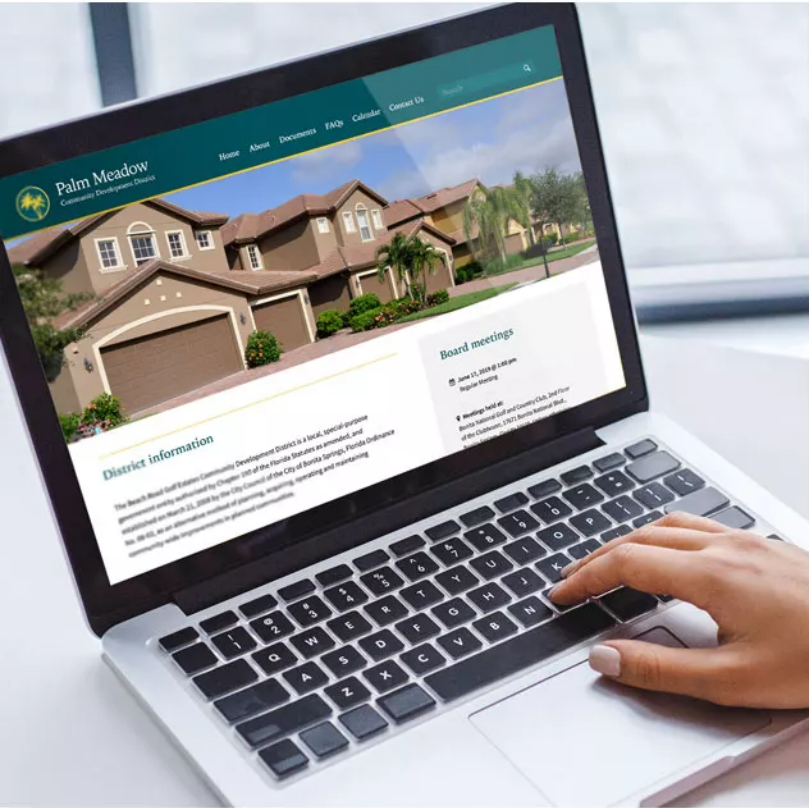
Cash and Investment Report
March 31, 2023

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND				
Checking Account - Operating	SeaCoast Bank	Checking Account	0.00% (1) \$	654,636
			Subtotal	<u>\$ 654,636</u>
DEBT SERVICE AND CAPITAL PROJECTS FUNDS				
Series 2005 Revenue	US Bank	Open-Ended Commercial Paper	0.005%	\$ 8,876
Series 2015-1 Interest A-1	US Bank	Open-Ended Commercial Paper	0.005%	\$ 1
Series 2015-1 Prepayment A-1	US Bank	Open-Ended Commercial Paper	0.005%	\$ 4,878
Series 2015-1 Reserve A-1	US Bank	Open-Ended Commercial Paper	0.005%	\$ 411,126
Series 2015-2 Reserve A-2	US Bank	Open-Ended Commercial Paper	0.005%	\$ 462,621
Series 2015-2 Reserve B-2	US Bank	Open-Ended Commercial Paper	0.005%	\$ 253,995
Series 2015-1 Revenue A-1	US Bank	Open-Ended Commercial Paper	0.005% (1) \$	866,092
Series 2015-2 Revenue A-2	US Bank	Open-Ended Commercial Paper	0.005% (1) \$	106,846
			Subtotal	<u>\$ 2,114,436</u>
			Total	<u>\$ 2,769,072</u>

Notes:

(1) March statements were not available as of report date.

5C



Keeping your community informed. And you compliant.

South Bay Community Development District

Proposal date: 02 / 28 / 2023
Proposal ID: 2DNPZ-2ROES-NXU6N-FHCPM

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- Terms and conditions.....9-12



Ted Saul
Director - Digital Communication

 *Certified Specialist*



Pricing

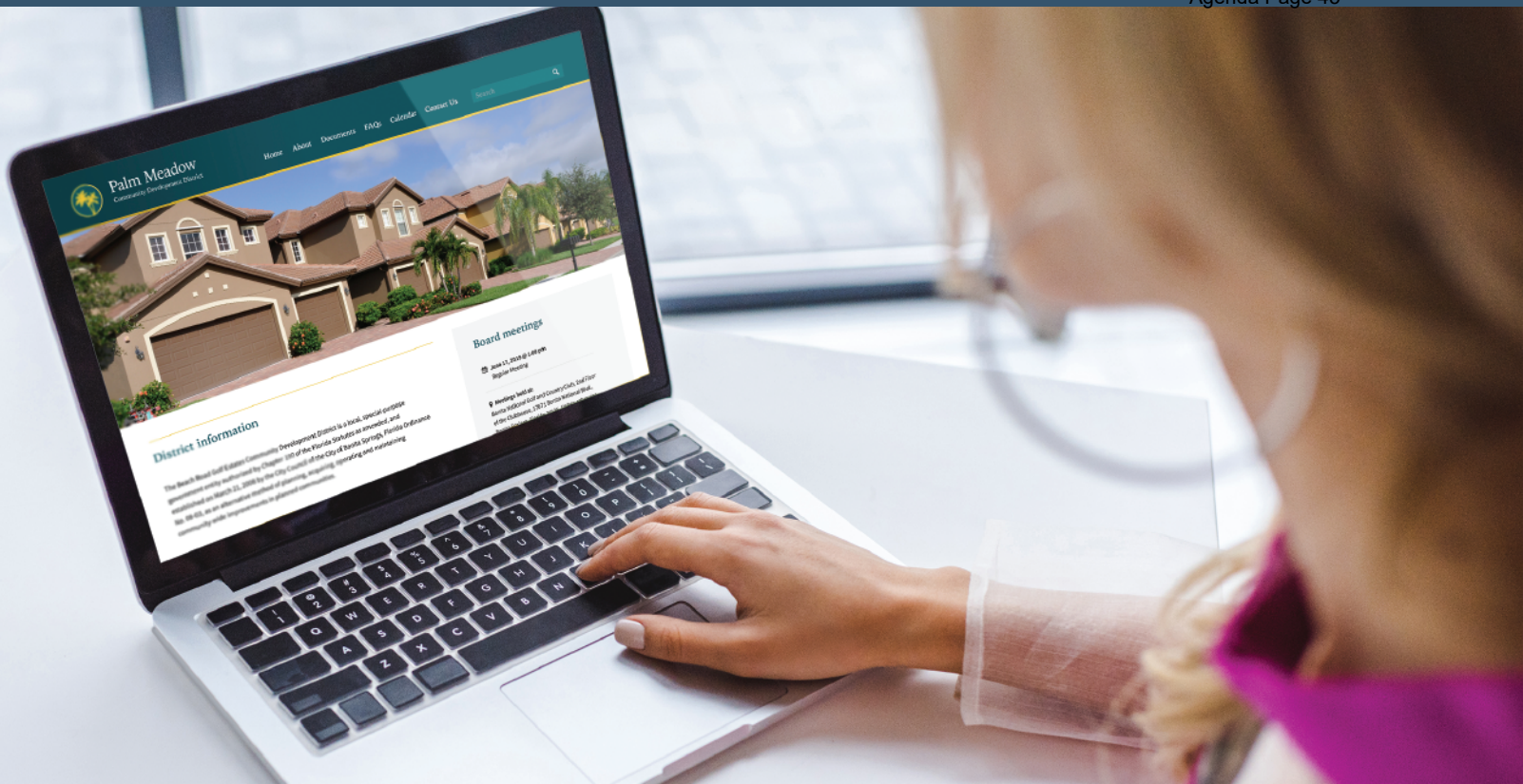
Effective date: 03 / 01 / 2023

Implementation	Quantity	Subtotal
<p>On-boarding of ADA Compliant Website and Remediation of Historical Documents</p> <ul style="list-style-type: none"> • Migration website pages and present on a staged website for approval • Initial PDF Accessibility Compliance Service for 1500 pages of remediation 	1	\$1,512.30
<hr/>		
Annual ongoing services	Quantity	Subtotal
<p>Website services</p> <ul style="list-style-type: none"> • Hosting, support and training for users • Website management tools to make updates • Secure certification (https) • Monthly accessibility site reporting, monitoring and error corrections 	1	\$615.00
<hr/>		
<p>Ongoing PDF Accessibility Compliance Service</p> <ul style="list-style-type: none"> • Remediation of all PDFs stored on your website • Remediation of up to 750 PDF pages • Dashboard for reporting and managing all PDFs • 48-hour turnaround for fixes for board agendas • PDF manager dashboard 	Unlimited	\$937.50
<hr/>		
Social Media Manager		Included

**Maximum PDF pages per 12 month period*

Total: \$3,064.80





Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

Designed for districts



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws

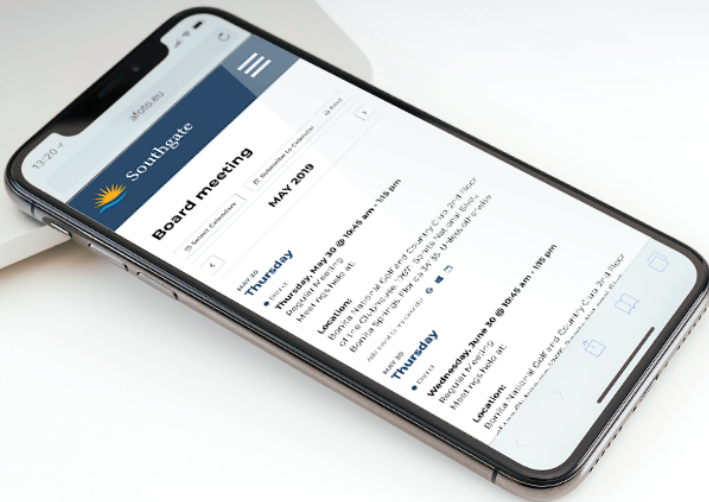


Save CDD board time and money

Keeping your community informed and compliant.



Accessibility Compliance
with Campus Suite



We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes



campus
suite



A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



W3C[®]
WCAG 2.0



Campus Suite Academy
Website Accessibility Center

www.campussuite.com/accessibility-center

Frequently asked questions

For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

Are there any hidden fees?

No.

How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 3. Display an ADA compliance shield, seal, or certification;
 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
 6. Be free of any commercial advertising;
 7. Be free of any known spyware, virus, or malware;
 8. Secure certification (https)
 9. Secure cloud hosting with fail-overs
 10. Allow for data backups, and record retention as required by law;
 11. Allow for the display a calendar, reservation request form, and newsletter;
 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District’s website.
3. **Maintenance and Management of the Website.**
 1. Contractor will manage and maintain the website;
 2. Remediate in an ADA compliant format new documents (a not to exceed Unlimited pages per year) uploaded by the District Manager to the document portal;*
 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;

4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

4. **Monthly Auditing and Remediation Services.**

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
 2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
 3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.
5. **Support Services.** Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Website Creation and Management Agreement

This Website Creation and Management Agreement (this “Agreement”) is entered into as of 03 / 01 / 2023, between the South Bay Community Development District, whose mailing address is 3434 Colwell Avenue, Tampa, FL 33614 (the “District”) and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the “Contractor”).

Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the “ADA”). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

Operative Provisions:

1. Incorporation of Background Information. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

2. Scope of Services. The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the “Statement of Work” attached hereto.

3. Term and Renewal. The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

4. Termination.

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and the opportunity to cure the breach.

c. Upon termination of this Agreement:

- i. The Contractor will be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
- ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
- iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
- iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

5. Compensation and Prompt Payment.

a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$1,512.30 for the On-boarding of ADA Compliant Website and Remediation of Historical Documents.

b. Starting on March 1, 2023 the District agrees to compensate the Contractor \$1,537.50 for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on an annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

6. Additional Work. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

7. Ownership of Website, Domain Name, and Content. The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

8. No Infringement of Intellectual Property. Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise

violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

9. Promotion. The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

10. Warranty. The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

12. Compliance with Governmental Regulations. The Contractor will 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 will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

13. Insurance. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

14. Limitation of Liability. Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

15. Indemnification. Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will 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 will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

16. Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

18. Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

19. Enforcement of Agreement. Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount

of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

20. Public Records. Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida’s public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (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. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

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 954-603-0033, OR BY EMAIL AT publicrecords@inframark.com OR BY REGULAR MAIL AT 210 N. University Drive, Suite 702, Coral Springs, FL 33071

21. 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 will immediately notify the District whereupon this Agreement may be terminated by the District.

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

23. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties.



24. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in

writing, signed by both parties hereto.

25. Arm’s Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

26. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.

27. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studios d/b/s/ Campus Suite	South Bay Community Development District
	
Ted Saul	Print name
Director of Sales	South Bay CDD, Secretary
5/1/2023	Date
Date	04/14/2023

5D.



Craig Latimer
Supervisor of Elections

Our Vision: To be the best place in America to vote

April 21, 2023

To whom it may concern,

As per F.S. 190.006, you'll find the number of qualified registered electors for your Community Development District as of April 15, 2023, listed below.

Community Development District	Number of Registered Electors
South Bay	376

We ask that you respond to our office with a current list of CDD office holders by **June 1st** and that you update us throughout the year if there are changes. This will enable us to provide accurate information to potential candidates during filing and qualifying periods.

Please note it is the responsibility of each district to keep our office updated with current district information. If you have any questions, please do not hesitate to contact me at (813) 384-3944 or ewhite@votehillsborough.gov.

Respectfully,

Enjoli White
Senior Candidate Services Manager



Sixth Order of Business

6A

REVOCABLE SIDEWALK LEASE AGREEMENT

This Lease Agreement is made effective on the ____ day of _____, 2023 between the Harborside Suites LLC., a _____ limited liability corporation whose address is _____ ("Lessor") and South Bay Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County, Florida, whose mailing address is c/o Thomas A. Cloud, GrayRobinson, P.A., 301 E. Pine Street, Suite 1400, Orlando, Florida 32801 ("Lessee").

WITNESSETH:

1. Lessor hereby leases to Lessee a portion of the Lessor's real property, more particularly described and designated in Exhibit A attached hereto and incorporated herein ("Premises"), constituting a sidewalk area and contiguous property for use by Lessee and its residents, guests and invitees.

2. The term of this Lease Agreement shall be for a period of three (3) months from the above date, and extended monthly thereafter unless otherwise terminated by either party upon thirty (30) days' prior written notice ("Termination Notice").

3. Lessee shall pay Lessor \$1.00 and other good and valuable consideration as provided herein as consideration for this Lease Agreement and use of the Premises through the date of termination.

4. The Lessee shall be responsible for all maintenance, repairs and required improvements for the use of the Premises as provided herein and will indemnify and hold harmless Lessor from any and all claims, actions and damages brought in conjunction with the use of the Premises by the Lessee and its residents, guests and invitees to the extent and subject to limitations and conditions provided in Paragraph 30 below or elsewhere herein.

5. The Lessee agrees to name Lessor as an additional insured under Lessee's existing liability insurance policy pertaining to any covered claim regarding the Premises.

6. The Lessee shall at its sole cost, fee and expense move the ~~portion of the existing fencing lying north of Lessor's area that is improved as a roadway to the south side of said roadway so that the area enclosed can be used as a sidewalk. Such fencing shall~~ that currently impedes access to the sidewalk within the 20-foot Pedestrian Easement to allow ingress and egress across the sidewalk. Lessee shall install at its sole cost, fee and expense the proposed fencing which shall be located at the northerly line of the 20-foot Pedestrian Easement and shall be extended from Bahia Beach Road to the South Parking lot located on other property owned by the Lessee, all as shown on Exhibit B attached hereto and incorporated herein by reference. Such installation shall constitute the "Required Improvements" under this Lease Agreement. Lessee shall be responsible for the maintenance, repair and other costs of such Required Improvements. The Required Improvements shall be installed to prevent access from the Premises to the private road lying northerly thereof. The existing fence adjacent to the seawall at the down ramp westerly and just outside of the Premises shall remain and the repair and maintenance thereof shall be the responsibility of Lessor.

7. Intentionally omitted.

8. The Lessee further agrees as follows:

a. To maintain and keep the Premises in good repair and in a clean state at the Lessee's expense. Maintenance also includes the trash pick-up along the Premises.

- b. To leave the Premises, on termination of this Lease Agreement, in the same condition and state of repair as it was at the commencement of this Lease Agreement.
9. Upon termination of this Lease Agreement, or upon failure by Lessee to perform any and all maintenance provided herein, the Lessor shall have the absolute right to enter onto the Premises in order to perform any such maintenance required by Lessee hereunder, but not performed by Lessee at the sole cost, fee and expense of the Lessee. Lessor shall provide an itemized statement of any such work to Lessee in conjunction with written notice thereof as provided under this Lease Agreement. Lessee shall have sixty (60) days from receipt of such invoice to pay same.
10. If any non-monetary default by Lessee occurs, Lessor may terminate Lessee's right of possession under this Lease Agreement following written notice hereunder and Lessee's failure to cure the default within twenty (20) days after receipt of the notice specifying the default.
11. The Lessee shall not be entitled to make any improvements to the Premises, other than the Required Improvements as described in paragraph 6 above, or to add furnishings, tables, seats or other accessories to the Premises without the written consent of the Lessor.
12. In the event that any dispute arises concerning the terms of this Lease Agreement, this Lease Agreement shall be interpreted and governed by the laws of the State of Florida. In the event that any litigation is initiated relating to this Lease Agreement, venue for any such litigation shall be in Hillsborough County, Florida.
13. Lessor shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from any use of the Premises caused by or arising from any act or omission of Lessee, or any of its agents or employees, licensees or invitees.
14. For the purposes of any interpretation of this Lease Agreement, this Lease Agreement shall be considered as having been authored, drawn and written by both Lessor and Lessee and, in the interpretation of this Lease Agreement, there shall be no presumption of vagueness, ambiguity or unfairness against the Lessor.
15. Lessor and Lessee hereby agree and understand that time is of the essence as to the performance of all terms and conditions of this Lease Agreement.
16. All notices, pursuant to this Lease Agreement, shall be sent to Lessor or Lessee respectively at the address first above written by certified or registered mail.
17. Both Lessor and Lessee shall properly comply with all laws, ordinances, orders, rules, regulations and requirements of Federal, State and Local Governments in the use of the premises. No signs shall be permitted on the Premises except in compliance with applicable County Code provisions.
18. Lessee shall not create, permit, suffer any mechanics liens, other liens or any encumbrances to be imposed on the Premises that would affect the Lessor's title thereto. Lessee agrees to execute any memorandum to that effect, if required by Lessor.
19. This Lease Agreement is not assignable without the express prior written consent of Lessor.
20. This written agreement shall constitute a sole agreement between Lessor and Lessee with regard to the issues described herein and no previous discussions, negotiations or oral commitments shall remain binding on either party hereto.
21. No waiver shall be deemed to have occurred unless in writing and signed by the party against whom such waiver is sought to be enforced.

22. This agreement may be signed in multiple counterparts, all of which collectively constitute one binding agreement between and upon Lessor and Lessee.

23. Pursuant to the calculation of any time period applicable under this Lease Agreement, any holiday recognized by Hillsborough County shall be excluded therefrom.

24. Each party shall execute and deliver to another party upon request, any documents, evidence of good standing, certificates, agreements, resolutions, acknowledgements and consents as may be reasonably necessary in order to accomplish the purposes and intent of this Lease Agreement.

25. Amendments to and waivers of the provisions contained in this Lease Agreement may be made only by instrument in writing which is executed by the Lessor and Lessee.

26. None of the terms or provisions of this Lease Agreement shall be deemed to have been abrogated or waived by any reason of any failure or failures to enforce same. Nothing herein or in any other agreement, written or oral, entered into by or binding upon the Lessor or Lessee shall be deemed a limitation on the ability of the Lessor or Lessee to enter into this agreement and be valid in accordance with its terms.

27. The execution of this Lease Agreement has been duly authorized by the appropriate body or official of each of the Lessor and Lessee and Lessor and Lessee has complied with all of the requirements of law and has the full power and authority to comply with the terms and provisions of this Lease Agreement.

28. The Lessor and Lessee agree that this Lease Agreement is solely for the benefit of the Lessor and Lessee and Lessee's residents, guests and invitees and no right or cause of action shall accrue upon or by reason of, to or for the benefit of any third person not a signatory of this Lease Agreement. Nothing in this Lease Agreement express or implied is intended or shall be construed to confer upon any person or corporation other than Lessor and Lessee any right, remedy or claim under or by reason of this Lease Agreement or any of the provisions or conditions of this Lease Agreement and all of the provisions, representations, covenants and conditions contained in this Lease Agreement shall inure solely to the benefit and shall be binding upon Lessor and Lessee and their respective representatives, successors and permitted assigns.

29. LESSOR UNDERSTANDS AND AGREES THAT ALL DOCUMENTS OF ANY KIND PROVIDED TO THE LESSEE IN CONNECTION WITH THIS LEASE AGREEMENT MAY BE PUBLIC RECORDS AND TREATED AS SUCH IN ACCORDANCE WITH FLORIDA LAW.

30. Nothing in this Lease Agreement shall be deemed as a waiver of immunity or limits of liability of the Lessee beyond any statutory limited waiver or immunity or limits of liability which have been adopted by the Florida Legislature and Section 768.28, *Florida Statutes*.

31. **WAIVER OF JURY TRIAL. LESSOR AND LESSEE AGREE AS FOLLOWS: (A) EACH OF THEM KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR OTHER LITIGATION (AN "ACTION") BASED UPON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS LEASE AGREEMENT, SEEKING TO ENFORCE THE COLLECTION OF THE DELINQUENT ASSESSMENTS, OR ENFORCEMENT OF ANY RELATED DOCUMENTS, INSTRUMENTS OR AGREEMENTS (WHETHER ORAL OR WRITTEN) WHETHER EXPRESS OR IMPLIED AS A RESULT OF A COURSE OF DEALING, A COURSE OF CONDUCT, A STATEMENT, OR OTHER ACTION OF ANOTHER PARTY; (B) NEITHER LESSOR NOR LESSEE MAY SEEK A TRIAL BY JURY IN ANY SUCH ACTION; (C) NEITHER LESSOR NOR LESSEE WILL SEEK TO CONSOLIDATE ANY SUCH ACTION (IN WHICH A JURY TRIAL HAS BEEN WAIVED) WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED; AND (D) NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OF THEM THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.**

Dated this ____ day of _____, 2023.

_____,
on behalf of Harborside Suites, LLC, Lessor

Witness on behalf of Harborside Suites, LLC

on behalf of South Bay Community Development District, Lessee

Witness on behalf of South Bay Community Development District

State of Florida
County of _____

Signed and sworn before me on this ____ day of _____ 20____.

By _____

Identification verified: _____ Oath sworn: ___ Yes ___ No

Notary Signature My Commission expires: _____

EXHIBIT A

Description of the Real Property

EXHIBIT B

Fencing

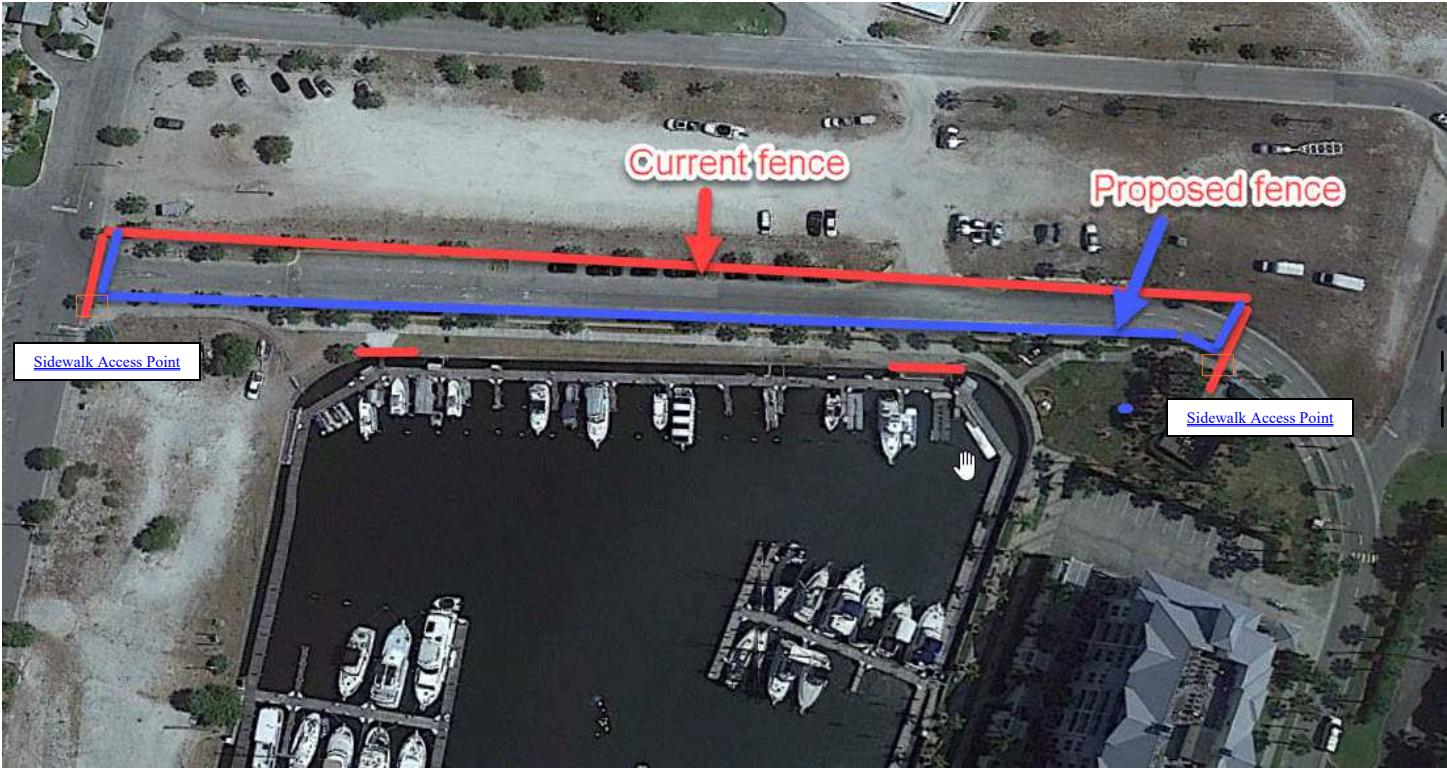


EXHIBIT C

**20-Foot Pedestrian Easement around the
Hammer Head Portion of Lessor's property**

Summary report:	
Litera® Change-Pro for Word 10.3.0.1 Document comparison done on 3/28/2023 8:47:06 AM	
Style name: Jane View	
Intelligent Table Comparison: Active	
Original DMS: iw://FSDMS/ACTIVE/49356187/8	
Modified DMS: iw://FSDMS/ACTIVE/49356187/9	
Changes:	
Add	4
Delete	1
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	5

Eighth Order of Business

8A

SOUTH BAY
Community Development District

Annual Operating and Debt Service Budget
Fiscal Year 2024

Proposed Budget
(Printed on 5/4/23)

Prepared by:



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South Bay
Community Development District

Operating Budget
Fiscal Year 2024

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2022	BUDGET FY 2023	THRU MAR 2023	APR - SEP-2023	PROJECTED FY 2023	BUDGET FY 2024
REVENUES						
Interest - Investments	\$ 728	\$ 420	\$ 4,893	\$ 4,893	\$ 9,786	\$ 1,200
Special Assmnts - CDD Collected						\$ 573,864
Special Assmnts - CDD Collected (Admin)	152,137	152,453	94,965	57,488	152,453	
Special Assmnts - CDD Collected (Maint.)	245,607	255,503	159,155	96,348	255,503	
Special Assmnts - CDD Collected (Debt Service)	188,696					
Special Assmnts - Debt Service	649,912					
Special Assmnts - Debt Service (Trustee)	(802,372)					
Special Assmnts - Tax Collector						321,438
Special Assmnts - Tax Collector (Admin)	74,843	85,403	81,404	3,999	85,403	
Special Assmnts - Tax Collector (Maint)	120,933	143,104	135,808	7,296	143,104	
Special Assmnts- Discounts	(30,855)	(38,311)	(8,339)	(29,972)	(38,311)	(12,858)
Special Assmnts - Assessment Fees	(9,910)	-	-	-	-	-
Sale of Property	464,164	-	-	-	-	-
Other Miscellaneous Revenues			1,000	-	1,000	-
Application Fees	3,000	-	-	-	-	-
Parking Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
TOTAL REVENUES	1,056,883	598,572	468,886	140,052	608,938	884,145

EXPENDITURES

Administrative

P/R-Board of Supervisors	5,200	10,000	3,800	6,200	10,000	12,000
P/R Taxes	398	800	291	509	800	800
ProfServ- Arbitrage Rebate Fee	1,950	1,950	650	-	650	650
ProfServ-Engineering	29,561	15,000	13,350	1,650	15,000	15,000
ProfServ-Legal Services	49,615	70,000	35,300	34,700	70,000	70,000
ProfServ-Legal Litigation	14,670	45,000	930	44,070	45,000	45,000
ProfServ-Survey	-	1,000	-	1,000	1,000	1,000
Methodology Report	5,000	-	-	-	-	-
Assessment Roll	6,000	6,000	-	6,000	6,000	-
Continuing Disclosure Fee	5,000	5,000	5,000	-	5,000	5,000
Management & Accounting Services	35,208	35,208	15,616	18,748	34,364	44,996
ProfServ-Engineering Roadways	7,733	-	-	-	-	-
ProfServ-Trustee Fees	-	9,000	-	9,000	9,000	9,000
Auditing Services	7,000	7,250	4,000	3,250	7,250	7,250
Travel Per Diem	278	1,250	797	453	1,250	-
Postage	611	750	322	428	750	750
Insurance - Risk Management	10,725	12,000	12,070	-	12,070	12,070
Legal Advertising	3,637	5,200	1,690	3,510	5,200	5,200
Property Taxes	389	390	389	-	389	389
Document Storage	1,349	1,200	597	603	1,200	1,200
Website Administration	2,000	2,000	1,000	1,000	2,000	1,538
Miscellaneous Expenses	1,630	2,500	484	2,016	2,500	2,500
Miscellaneous Collection Cost	-	19,155	4,168	226	4,394	6,429
Office Supplies	1,148	1,500	500	1,000	1,500	1,500
Annual District Filing Fee	175	175	175	-	175	175
Total Administrative	189,277	252,328	101,129	134,363	235,492	242,447

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2022	BUDGET FY 2023	THRU MAR 2023	APR - SEP-2023	PROJECTED FY 2023	BUDGET FY 2024
Maintenance						
R&M-Common Area	240,000	280,000	140,000	140,000	280,000	280,000
R&M-Parking Lots	35,448	-	-	-	-	-
Roadway Repair & Maintenance	240,645	-	-	-	-	-
Seawall Reserve Contribution	42,500	50,000	8,340	41,660	50,000	300,000
R&M-Sod	30,755	-	-	-	-	-
Miscellaneous Maintenance	-	10,000	-	10,000	10,000	10,000
Reserve - Maintenance Program	-	50,000	52,040	-	52,040	50,000
Total Maintenance	589,348	390,000	200,380	191,660	392,040	640,000
TOTAL EXPENDITURES	778,625	642,328	301,509	326,023	627,532	882,447
Excess (deficiency) of revenues						
Over (under) expenditures	278,258	(43,756)	167,377	(185,971)	(18,594)	1,698
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	-	-	-	-	-	-
TOTAL OTHER SOURCES (USES)	-	-	-	-	-	-
Net change in fund balance	278,258	(43,756)	167,377	(185,971)	(18,594)	1,698
FUND BALANCE, BEGINNING	199,398	477,656	477,656	-	477,656	459,062
FUND BALANCE, ENDING	\$ 477,656	\$ 433,900	\$ 645,033	\$ (185,971)	\$ 459,062	\$ 460,760

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2024	\$ 459,062
Net Change in Fund Balance - Fiscal Year 2024	1,698
Reserves - Fiscal Year 2024 Additions	-
Total Funds Available (Estimated) - 9/30/2024	460,760

ALLOCATION OF AVAILABLE FUNDS

<i>Assigned Fund Balance</i>	
Operating Reserve - First Quarter Operating Capital	294,149 ⁽¹⁾
Total Allocation of Available Funds	294,149
Total Unassigned (undesignated) Cash	\$ 166,611

Notes

(1) Represents approximately 3 months of operating expenditures

SOUTH BAY

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2024**REVENUES****Interest-Investments**

The District earns interest on the monthly average collected balance for their money market accounts.

Special Assessments-CDD Collected

The District directly sends invoices to Harborside Suites, Lennar and Little Harbor for O&M Assessments for their portion of assessments to be paid.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels (using the uniform method) within the District in order to pay for the operating expenditures during the Fiscal Year.

Special Assessments-Discounts

Per Section 197.162 and Section 197.3632 of the Florida Statutes, discounts are allowed for early payments of assessments collected by the Tax Collector and only when the Tax Collector is using the uniform methodology. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

Parking Fees

The District may receive monies for the rental of parking spaces within the District.

EXPENDITURES**Administrative.****P/R-Board of Supervisors**

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon all supervisors attending all meetings. FICA Taxes are calculated at 7.65% of gross payroll.

FICA Taxes

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Professional Services-Arbitrage Rebate

The District contracted with an independent professional firm to annually calculate the District's Arbitrage Rebate Liability on its bonds

Professional Services-Engineering

The District's engineer provides general engineering services to the District, i.e. attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

Professional Services-Legal Services

The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions and other research as directed or requested by the BOS District Manager.

Professional Services-Legal Litigation

The District's attorney provides additional litigation services to the District on a as needed basis,

SOUTH BAY

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2024**EXPENDITURES****Administrative (cont'd)****Professional Services-Survey**

The District may incur expenses for survey services.

Professional Services-Management Consulting Services

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services. Inframark manages all of the District's financial activities such as accounts payable, financial statements, auditing and budgeting in accordance with the management contract in effect. Services also include Dissemination and Assessment Roll.

Professional Services-Trustee Fees

The District pays US Bank an annual fee for trustee services on the Series 2015 Special Assessment Bond. The budgeted amount for the fiscal year is based on standard fees charged plus any out-of-pocket expenses.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from an existing engagement letter.

Postage and Freight

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance-General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Public Risk Insurance Agency, Inc. They specialize in providing governmental insurance coverage. The budgeted amount projects a 10% increase in the premium.

Legal Advertising

The District is required to advertise various notices for Board meetings and other public hearings in a newspaper of general circulation.

Property Taxes

The District is required to pay property tax fees associated with the District property.

Document Storage

The District pays for the storage of documents either online or off premises.

Website Administration

The cost of web hosting and regular maintenance of the District's website by Campus Suites.

Miscellaneous Expenses

Additional expenses incurred by the District.

SOUTH BAY

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2024**EXPENDITURES****Administrative (cont'd)****Miscellaneous-Assessment Collection Costs**

The District reimburses the Tax Collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Office Supplies

The District will incur office supply expenses for the creation of the District agenda books.

Annual District Filing Fee

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity Division of Community Development.

Maintenance**R&M Common Area**

The District pays the POA \$23,333.33 of shared expenses for the landscaping, irrigation and electricity within the District.

R&M Seawall

The District will incur expenses to repair and maintain the seawall.

Miscellaneous Maintenance

The District may incur additional maintenance expenses.

Reserve- Maintenance Program

The District will reserve additional funds for maintaining the premises in the future.

South Bay
Community Development District

Debt Service Budgets
Fiscal Year 2024

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ADOPTED BUDGET FY 2023	ACTUAL THRU MAR 2023	PROJECTED APR - SEP-2023	TOTAL PROJECTED FY 2023	ANNUAL BUDGET FY 2024
REVENUES						
Interest - Investments	\$ 15	\$ -	\$ 96	\$ -	\$ 96	\$ -
TOTAL REVENUES	15	-	96	-	96	-
EXPENDITURES						
TOTAL EXPENDITURES	-	-	-	-	-	-
Excess (deficiency) of revenues						
Over (under) expenditures	15	-	96	-	96	-
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	-	-	-	-	-	-
TOTAL OTHER SOURCES (USES)	-	-	-	-	-	-
Net change in fund balance	15	-	96	-	96	-
FUND BALANCE, BEGINNING	(1,263,011)	-	(1,262,996)	-	(1,262,996)	(1,262,900)
FUND BALANCE, ENDING	\$ (1,262,996)	\$ -	\$ (1,262,900)	\$ -	\$ (1,262,900)	\$ (1,262,900)

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2022	BUDGET FY 2023	THRU MAR 2023	APR - SEP-2023	PROJECTED FY 2023	BUDGET FY 2024
REVENUES						
Interest - Investments	\$ 2,908	\$ 200	19,179	5,000	24,179	-
Special Assmnts- Tax Collector	-	729,255	692,128	37,127	729,255	729,255
Special Assmnts - CDD Collected	-	113,701	85,276	28,425	113,701	113,701
Special Assmnts- Discounts	-	-	(26,685)	-	(26,685)	(29,170)
Special Assmnts - Debt Service (A-2)	-	458,475	-	-	-	-
Special Assmnts - Debt Service (B-2)	-	275,530	-	-	-	-
Sell of Property	\$ 2,925,539	-	-	-	-	-
TOTAL REVENUES	2,928,447	1,577,161	769,898	70,552	840,450	813,786
EXPENDITURES						
<i>Debt Service</i>						
ProfServ-Legal Services	97,952	-	46,865	-	46,865	-
ProfServ-Trustee Fees	7,205	-	6,984	-	6,984	-
Misc-Assessment Collection Cost	(1,009,796)	-	13,312	743	14,055	14,585
Principal Debt Retirement A-1	550,000	360,190	-	360,190	360,190	375,000
Principal Debt Retirement A-2	1,040,000	175,000	-	-	-	-
Principal Debt Retirement B-1	6,710,000	-	-	-	-	-
Principal Debit - Due to Bondholder	180,000	-	-	-	-	-
Interest Expense Series A-1	482,545	439,110	224,910	224,910	449,820	428,400
Interest Expense Series A-2	2,240,304	283,555	-	-	-	-
Interest Expense Series B-1	171,944	-	-	-	-	-
Interest Expense Series B-2	-	275,550	-	-	-	-
Interest Expense - Due to Bondholders	566,903	-	-	-	-	-
Total Debt Service	11,037,057	1,533,405	292,071	585,843	877,914	817,985
TOTAL EXPENDITURES	11,037,057	1,533,405	292,071	585,843	877,914	817,985
Excess (deficiency) of revenues						
Over (under) expenditures	(8,108,610)	43,756	477,827	(515,291)	(37,464)	(4,199)
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	-	43,756	-	-	-	(4,199)
TOTAL OTHER SOURCES (USES)	-	43,756	-	-	-	(4,199)
Net change in fund balance	(8,108,610)	43,756	477,827	(515,291)	(37,464)	(4,199)
FUND BALANCE, BEGINNING	5,836,307	(2,272,303)	(2,272,303)	-	(2,272,303)	(2,309,767)
FUND BALANCE, ENDING	\$ (2,272,303)	\$ (2,228,546)	\$ (1,794,475)	\$ (515,291)	\$ (2,309,767)	\$ (2,313,965)

SOUTH BAY

Community Development District

General Fund

Date	Principal	Coupon	Interest	Total P+I
05/01/2023	360,000.00	5.950%	224,910.00	584,910.00
11/01/2023	-	-	214,200.00	214,200.00
05/01/2024	375,000.00	5.950%	214,200.00	589,200.00
11/01/2024	-	-	203,043.75	203,043.75
05/01/2025	400,000.00	5.950%	203,043.75	603,043.75
11/01/2025	-	-	191,143.75	191,143.75
05/01/2026	425,000.00	5.950%	191,143.75	616,143.75
11/01/2026	-	-	178,500.00	178,500.00
05/01/2027	450,000.00	5.950%	178,500.00	628,500.00
11/01/2027	-	-	165,112.50	165,112.50
05/01/2028	480,000.00	5.950%	165,112.50	645,112.50
11/01/2028	-	-	150,832.50	150,832.50
05/01/2029	510,000.00	5.950%	150,832.50	660,832.50
11/01/2029	-	-	135,660.00	135,660.00
05/01/2030	540,000.00	5.950%	135,660.00	675,660.00
11/01/2030	-	-	119,595.00	119,595.00
05/01/2031	575,000.00	5.950%	119,595.00	694,595.00
11/01/2031	-	-	102,488.75	102,488.75
05/01/2032	610,000.00	5.950%	102,488.75	712,488.75
11/01/2032	-	-	84,341.25	84,341.25
05/01/2033	645,000.00	5.950%	84,341.25	729,341.25
11/01/2033	-	-	65,152.50	65,152.50
05/01/2034	685,000.00	5.950%	65,152.50	750,152.50
11/01/2034	-	-	44,773.75	44,773.75
05/01/2035	730,000.00	5.950%	44,773.75	774,773.75
11/01/2035	-	-	23,056.25	23,056.25
05/01/2036	775,000.00	5.950%	23,056.25	798,056.25
Total	\$7,560,000.00	-	\$3,805,620.00	\$11,365,620.00

SOUTH BAY

Community Development District

Debt Service Fund

Budget Narrative
Fiscal Year 2024

REVENUES

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels (using the uniform method) within the District in order to pay for the operating expenditures during the Fiscal Year.

Special Assessments-CDD Collected

The District directly sends invoices to Harborside Suites, Lennar and Little Harbor for O&M Assessments for their portion of assessments to be paid.

Special Assessments-Discounts

Per Section 197.162 and Section 197.3632 of the Florida Statutes, discounts are allowed for early payments of assessments collected by the Tax Collector and only when the Tax Collector is using the uniform methodology. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administrative

Miscellaneous-Assessment Collection Costs

The District reimburses the Hillsborough County Tax Collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Debt Service

Principal Debt Retirement

The District pays regular principal payments annually in order to pay down/retire the debt.

Interest Expense

The District makes semi-annual interest payments on the outstanding debt.

South Bay
Community Development District

Supporting Budget Schedules
Fiscal Year 2024

Net ADMIN	2023/2024
Total Admin Assessment	\$ 236,018.04
Gross	251,083.02

Net MAINT	2023/2024
Total Maint Assessment	\$ 640,000.00
Gross	680,851.06

Net Total O&M	2023/2024
Total Admin and Maint Assessment	\$ 876,018.04
Gross	931,934.09

Net ADMIN	2023/2024
Total Admin Assessment	\$ 236,018.04
Total Admin EAU's	1,081.0185
Admin Assessment per EAU	\$ 218.33

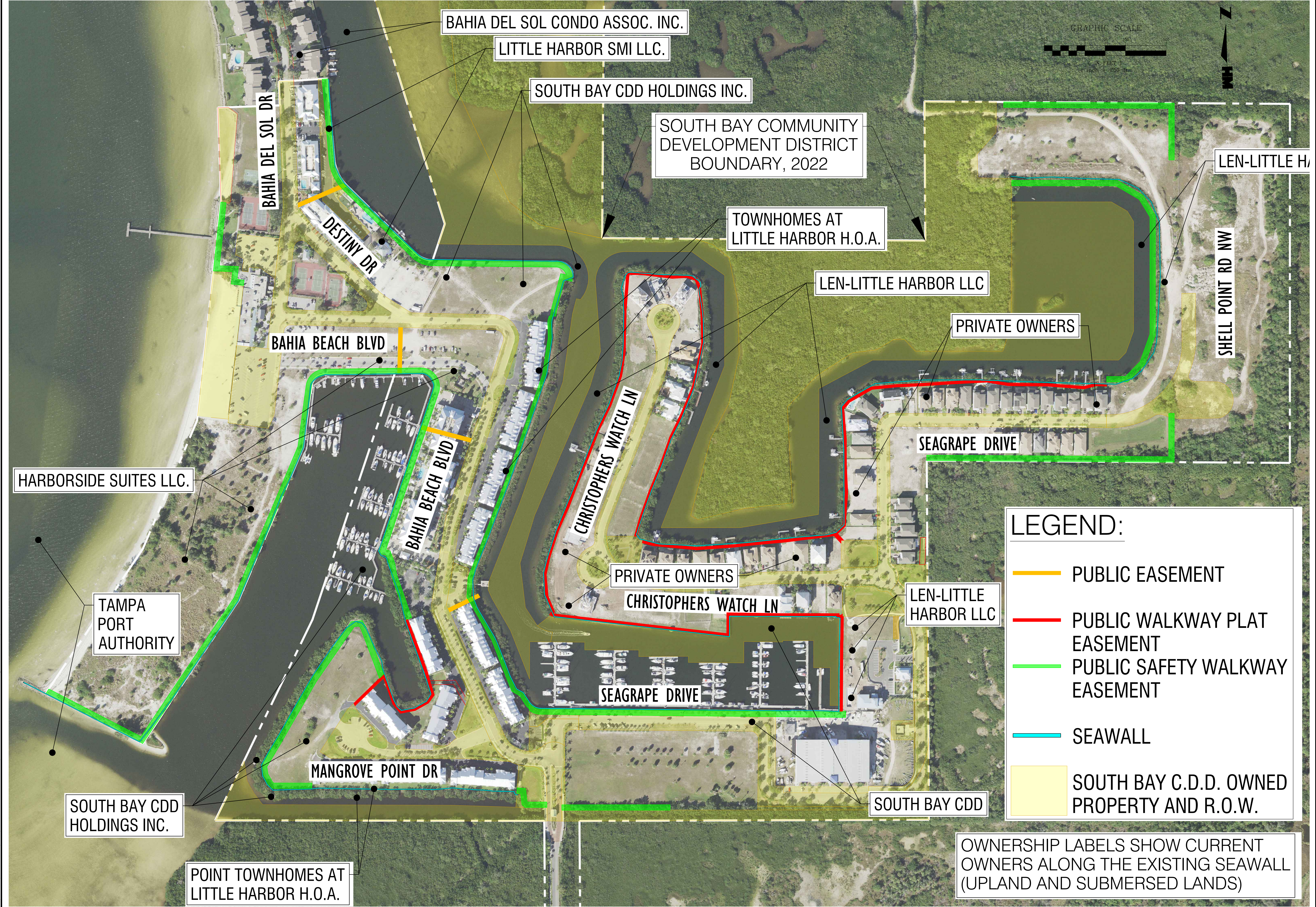
Net MAINT	2023/2024
Total Maint Assessment	\$ 640,000.00
Total Maint EAU's	1,081.02
Maint Assessment per EAU	\$ 592.03

Net Total O&M	2023/2024
Total Admin and Maint Assessment	\$ 876,018.04
Total per EAU if Admin and Maint	\$ 810.36

Lot Type	Admin Units	Per Unit EAU's	Total Admin EAU's	Per Unit Admin Assessment	Total Admin Per Product Type	w df	Maint Units	Per Unit EAU's	Total Maint EAU's	Per Unit Maint Assessment	Total O&M Per Unit	O&M Assessment With Discounts And Fees	2015A-1 DS Per Unit	Total Assessment Per Unit
A Townhomes (Platted)	154	0.750	115.500	\$ 163.75	\$ 25,217.50	174.20	154	0.750	115.500	\$ 444.02	\$ 607.77	\$ 646.56	\$ 1,930.20	\$ 2,576.76
Serenity Bay Single Family (Not Platted)	47	1.000	47.000	\$ 218.33	10,261.51		47	1.000	47.000	\$ 592.03	\$ 810.36	\$ 862.09	\$ 2,573.60	\$ 3,435.68
Hotel/Con (Platted)	94	0.190	17.860	\$ 41.48	3,899.12	44.13	94	0.190	17.860	\$ 112.49	\$ 153.97	\$ 163.80	\$ 488.98	\$ 652.78
Hotel/Con (No Debt) (1 Bdr)	6	0.500	3.000	\$ 109.17	655.02		6	0.500	3.000	\$ 296.02	\$ 405.19	\$ 431.05		\$ 431.05
Hotel/Con (No Debt) (2Bdr)	6	0.750	4.500	\$ 163.75	982.50		6	0.750	4.500	\$ 444.02	\$ 607.77	\$ 646.56		\$ 646.56
One Bedroom Harborside (4 No Debt)	120	0.500	60.000	\$ 109.17	13,100.40	116.14	120	0.500	60.000	\$ 296.02	\$ 405.19	\$ 431.05	\$ -	\$ 431.05
Multi Bedroom Harborside (1 No Debt)	38	0.750	28.500	\$ 163.75	6,222.50	174.20	38	0.750	28.500	\$ 444.02	\$ 607.77	\$ 646.56	\$ -	\$ 646.56
Single Family Estates (Platted)	151	1.000	151.000	\$ 218.33	32,967.83	232.27	151	1.000	151.000	\$ 592.03	\$ 810.36	\$ 862.09	\$ 2,573.60	\$ 3,435.69
Comm/Club Fac (A-B1)	21.979	1.500	32.969	\$ 327.50	7,198.12		21.979	1.500	32.969	\$ 888.05	\$ 1,215.55	\$ 1,293.14		\$ 1,293.14
Comm/Club Fac (A-B1)	8.5	1.640	13.940	\$ 358.06	3,043.51		8.5	1.640	13.940	\$ 970.93	\$ 1,328.99	\$ 1,413.82		\$ 1,413.82
Antigua Cove Marina (Slips) LHD	320	0.250	80.000	\$ 54.58	17,465.60		320	0.250	80.000	\$ 148.01	\$ 202.59	\$ 215.52		\$ 215.52
Harborside Marina (Slips) PPH	99	0.250	24.750	\$ 54.58	5,403.42		99	0.250	24.750	\$ 148.01	\$ 202.59	\$ 215.52	\$ 20,056.41	\$ 20,271.93
Townhomes (LG) (B2)	66	1.000	66.000	\$ 218.33	14,409.78		66	1.000	66.000	\$ 592.03	\$ 810.36	\$ 862.09	\$ -	\$ 862.09
Large Condominiums (B2)	316	1.000	316.000	\$ 218.33	68,992.28		316	1.000	316.000	\$ 592.03	\$ 810.36	\$ 862.09		\$ 862.09
Townhomes (Parcel K)	28	1.000	28.000	\$ 218.33	6,113.24		28	1.000	28.000	\$ 592.03	\$ 810.36	\$ 862.09		\$ 862.09
Condominiums (Parcel I)	20	1.000	20.000	\$ 218.33	4,366.60		20	1.000	20.000	\$ 592.03	\$ 810.36	\$ 862.09		\$ 862.09
Townhomes (Parcel N & P)	72	1.000	72.000	\$ 218.33	15,719.76		72	1.000	72.000	\$ 592.03	\$ 810.36	\$ 862.09	\$ -	\$ 862.09
Parcel Q Townhomes (No Maint)	0	0.750	0.000	\$ -	-		0	0.750	0.000	\$ -	\$ -	\$ -		\$ -
Single Family Estates (SPE-No Maint)	0	1.000	0.000	\$ -	-		0	1.000	0.000	\$ -	\$ -	\$ -		\$ -
Total	1,567.48		1,081.019		\$ 236,018.69		1,567.48		1,081.019					

Ninth Order of Business

9A.



LEGEND:

- PUBLIC EASEMENT
- PUBLIC WALKWAY PLAT EASEMENT
- PUBLIC SAFETY WALKWAY EASEMENT
- SEAWALL
- SOUTH BAY C.D.D. OWNED PROPERTY AND R.O.W.

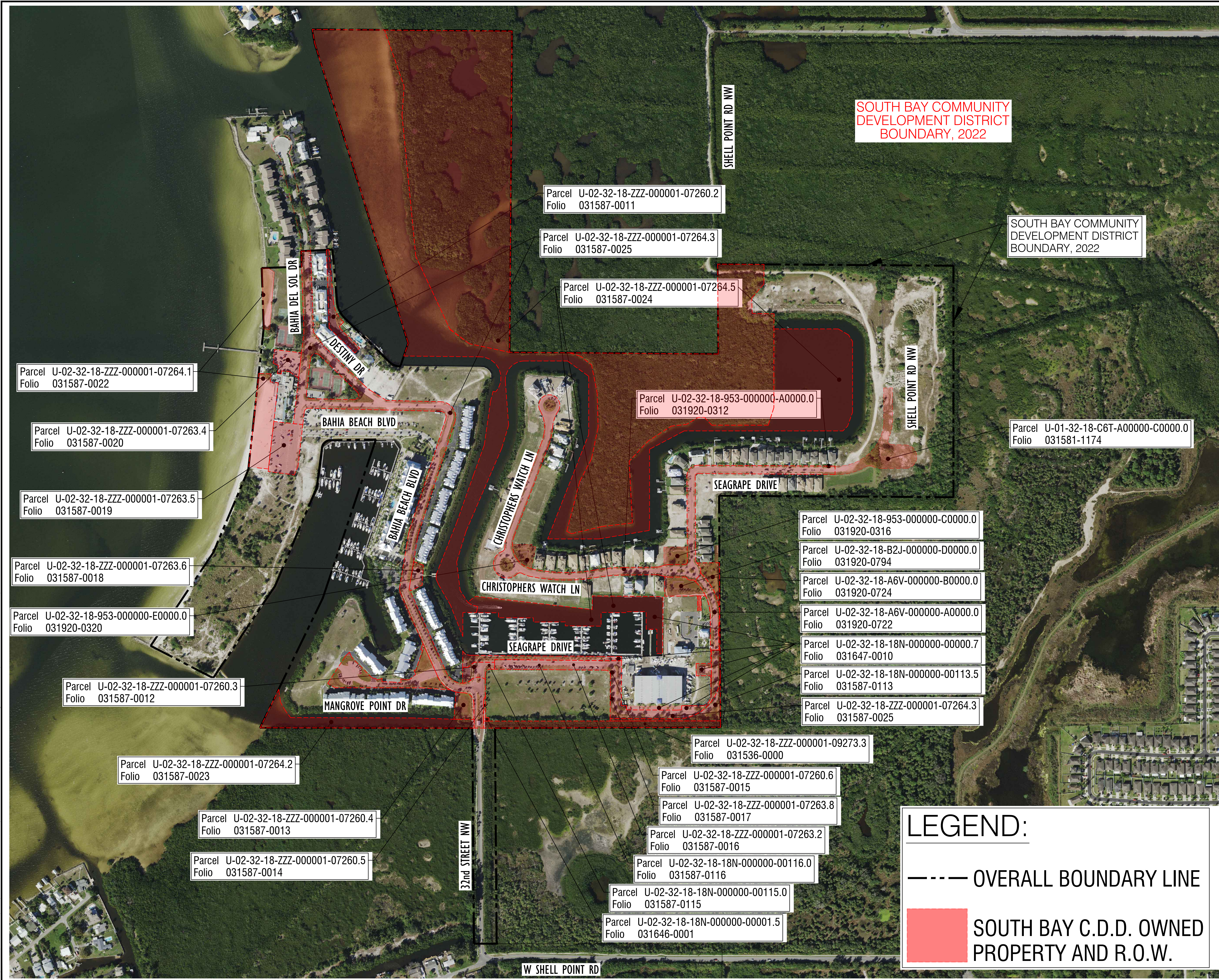
OWNERSHIP LABELS SHOW CURRENT OWNERS ALONG THE EXISTING SEAWALL (UPLAND AND SUBMERSED LANDS)

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DESIGNED BY	DATE	VZ	DATE	RB	DATE	HORIZONTAL SCALE	VERTICAL SCALE
	04/05/2022		04/2022		04/2022	N/A	N/A
DRAWN BY		CHECKED BY		VERTICAL SCALE		HORIZONTAL SCALE	
				N/A		N/A	
<p>C.D.D. SEAWALL & EASEMENTS</p> <p>SOUTH BAY C.D.D.</p> <p>HILLSBOROUGH COUNTY, FLORIDA</p>							
<p>CAD FILE NAME: 04142.MAP</p> <p>DRAWING NO.: 1490</p> <p>PROJECT NO.: 2004142</p> <p>SHEET: 1</p>							
<p>6200 Whiskey Creek Drive Fort Myers, FL 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No. 1772</p> <p>H.M. HOLEMONTES ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS</p> <p>REG. NO. 996130MS REGISTRATION # W2239</p> <p>THESE DRAWINGS ARE NOT APPROVED UNLESS SIGNED & SEALED BELOW: RICHARD E. BRYLANSKI, P.E. FLORIDA PROFESSIONAL ENGINEER DATE:</p>							

9B.

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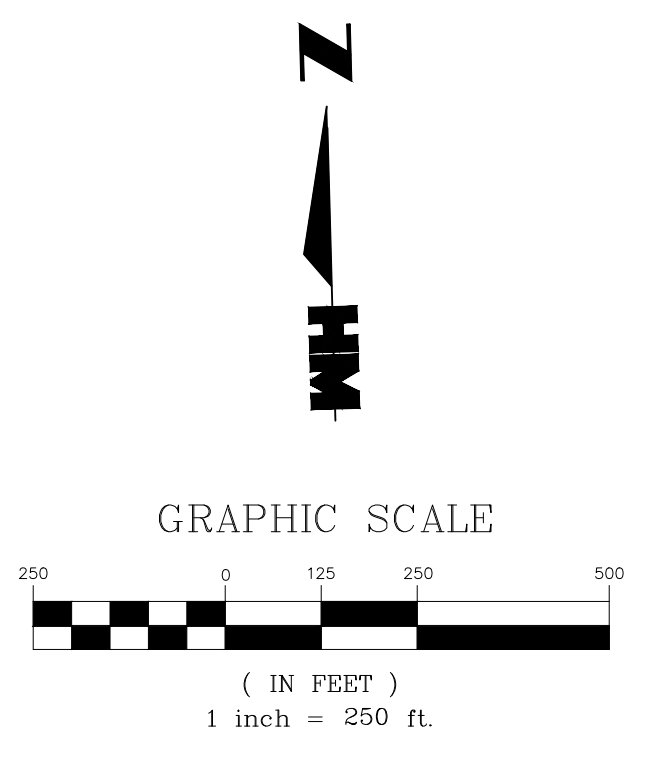
**SOUTH BAY COMMUNITY
DEVELOPMENT DISTRICT
BOUNDARY, 2022**

**SOUTH BAY COMMUNITY
DEVELOPMENT DISTRICT
BOUNDARY, 2022**

LEGEND:

----- OVERALL BOUNDARY LINE

SOUTH BAY C.D.D. OWNED PROPERTY AND R.O.W.



DESIGNED BY	DATE	DATE	DATE	DATE
DRAWN BY	VZ	04/05/2022	04/2022	04/2022
CHECKED BY	RB			
VERTICAL SCALE	N/A			
HORIZONTAL SCALE	N/A			
C.D.D. / PARCEL ID / FOLIO MAP				
SOUTH BAY C.D.D. / HILLSBOROUGH COUNTY, FLORIDA				
CAD FILE NAME: 04142.MAP				
DRAWING NO.: 1490				
PROJECT NO.: 2004142	SHEET 1			
REVISIONS	NUMBER	DATE		

6200 Whiskey Creek Drive
Fort Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of
Professional Engineer
REGISTRATION #2259

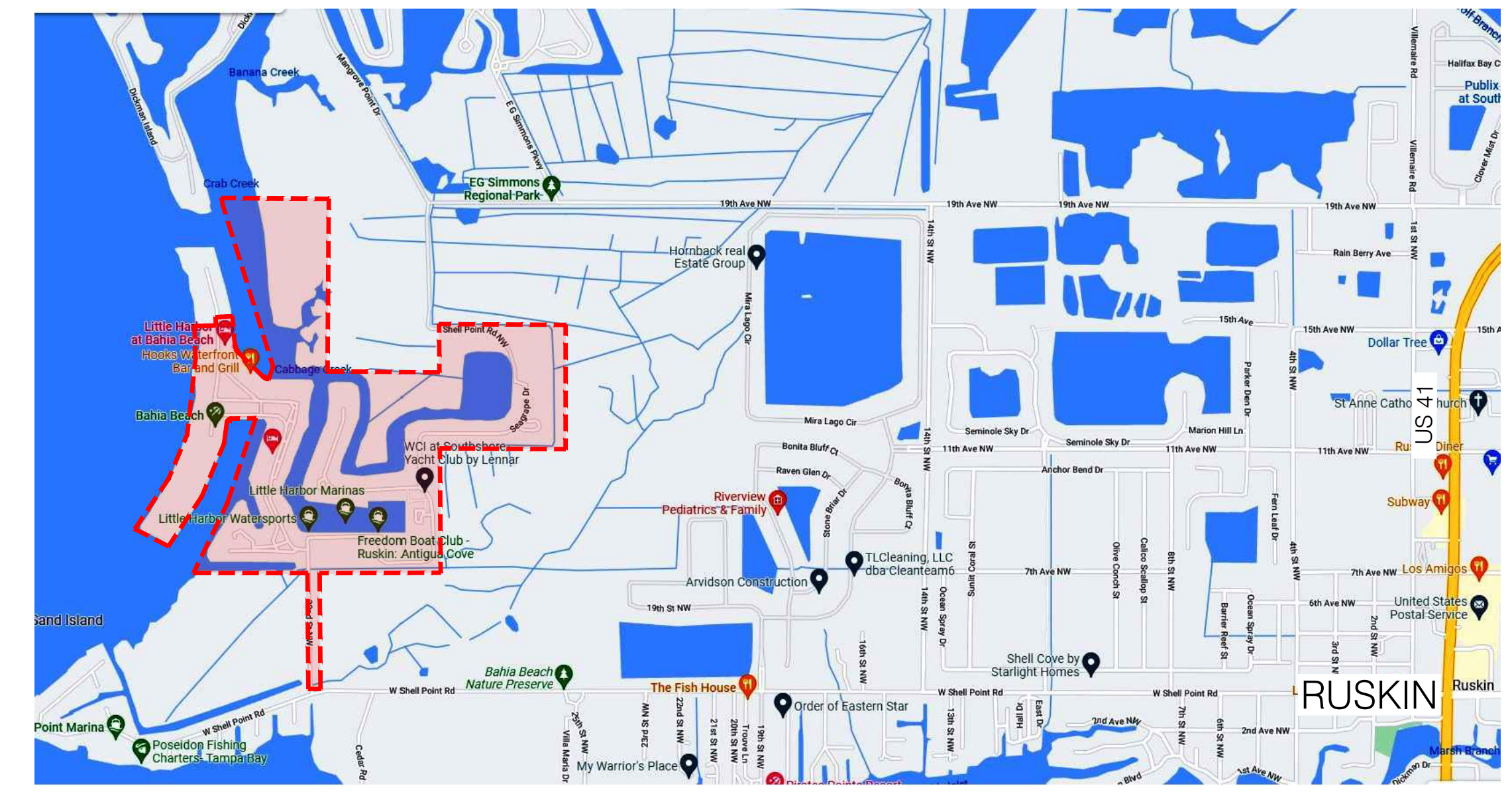
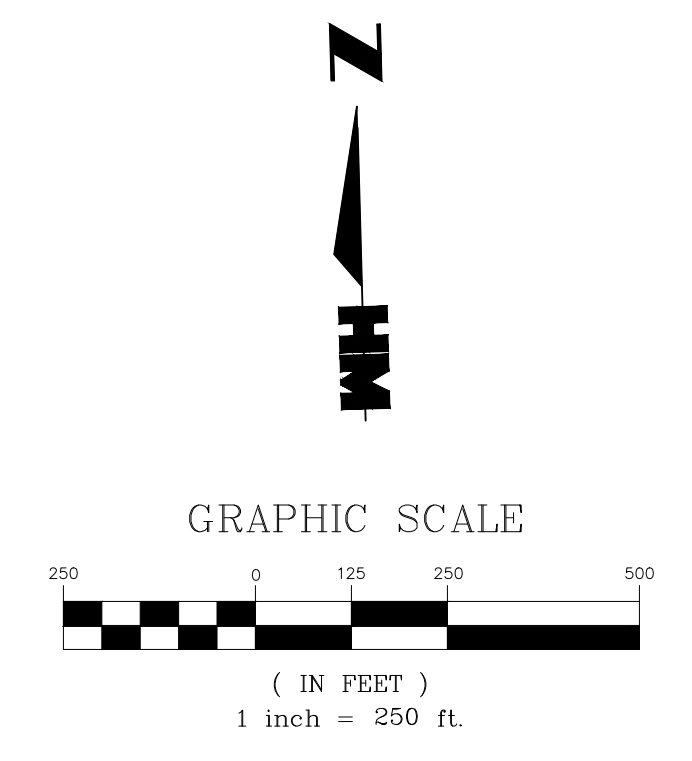
H.M.
HOLEMONTES
ENGINEERS LANDSCAPE ARCHITECTS PLANNERS DESIGNERS

THESE DRAWINGS ARE NOT APPROVED
UNLESS SIGNED & SEALED BELOW:

RICHARD E. BRYAN, P.E.
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION #2259

9C.

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LOCATION MAP

DESIGNED BY	DATE	DATE	DATE	DATE	DATE	DATE	DATE						
DRAWN BY	VZ	04/05/2021	04/05/2021	04/05/2021	04/05/2021	04/05/2021	04/05/2021						
CHECKED BY	RB												
VERTICAL SCALE	N/A												
HORIZONTAL SCALE	N/A												
LOCATION & BOUNDARY MAP													
SOUTH BAY C.D.D.													
HILLSBOROUGH COUNTY, FLORIDA													
CAD FILE NAME: 04142.MAP													
DRAWING NO.: 1490													
PROJECT NO.:	SHEET												
2004142	1												
THESE DRAWINGS ARE NOT APPROVED UNLESS SIGNED & SEALED BELOW:													
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	REVISIONS												
	NUMBER												
	DATE												
RICHARD E. BRYLANSKI, P.E. FLORIDA PROFESSIONAL ENGINEER REGISTRATION #124239 DATE:													
6200 Whiskey Creek Drive Fort Myers, FL 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No. 1772													
 HOLEMONTES ENGINEERS LANDSCAPE ARCHITECTS PLANNERS DESIGNERS													

Tenth Order of Business

From: [Vega, Mark](#)
To: [Duhanev-Emanuel, April](#)
Subject: South Bay CDD - Agenda Item - Little Harbor POA Report
Date: Thursday, May 4, 2023 11:52:23 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

From: Kent Wanninger <kewanninger@gmail.com>

Sent: Tuesday, May 2, 2023 11:03 AM

Subject: Re: Little Harbor Pay Parking preliminary revenue through April 1

Attached is an update to the Pay Parking system for the 2 beach parking lots. As you can see, the revenue dropped considerably this past weekend. The weekend was very windy and cooler weather. Very few beachgoers.

Also, please note that the CDD receives 85% of the Session Fee amount of \$51,547 to date in the Revenue Distribution Table below or \$43,814.

Some interesting Statistics:

Since **March 28 through May 1** (Enforcement started with camera identification on March 28):

17,471 vehicles have been detected by all 3 lot cameras (**34 days**). (530 cars per day on average although the number is heavily weighted to the weekends)

6,704 vehicles drove in and back out of the lot without parking.

2,382 vehicles have current fines outstanding for not paying..

495 Fines have been paid.

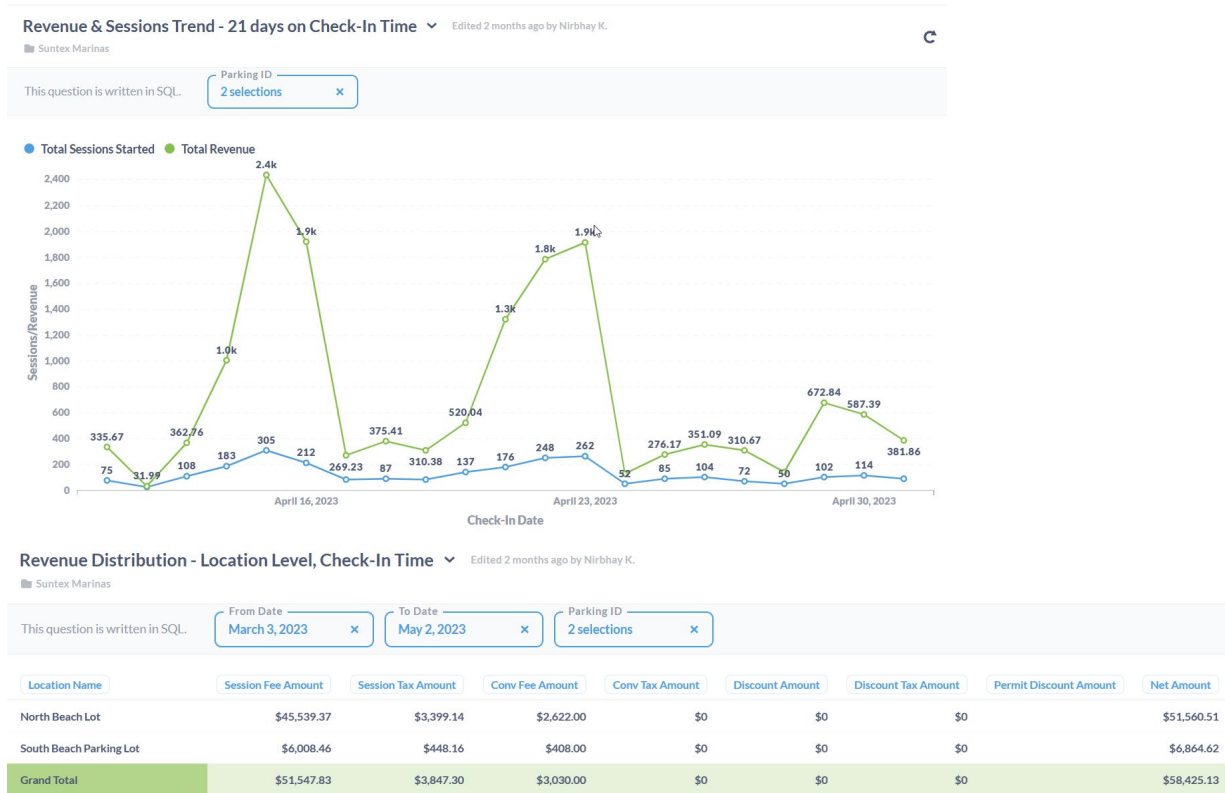
589 Fine Disputes have been accepted. (note, Pave Mobility is being lenient with disputes for the first month or so)

627 Permit Holders have used the parking lot. (owners that registered license plates).

3902 sessions validated at the Restaurant.

Finally, Pave Mobility is installing cell phone boosters in the 3 lots starting today to alleviate the complaints of poor cell phone reception.

Kent



On Mon, Apr 10, 2023 at 3:07 PM Kent Wanninger <kewanninger@gmail.com> wrote:

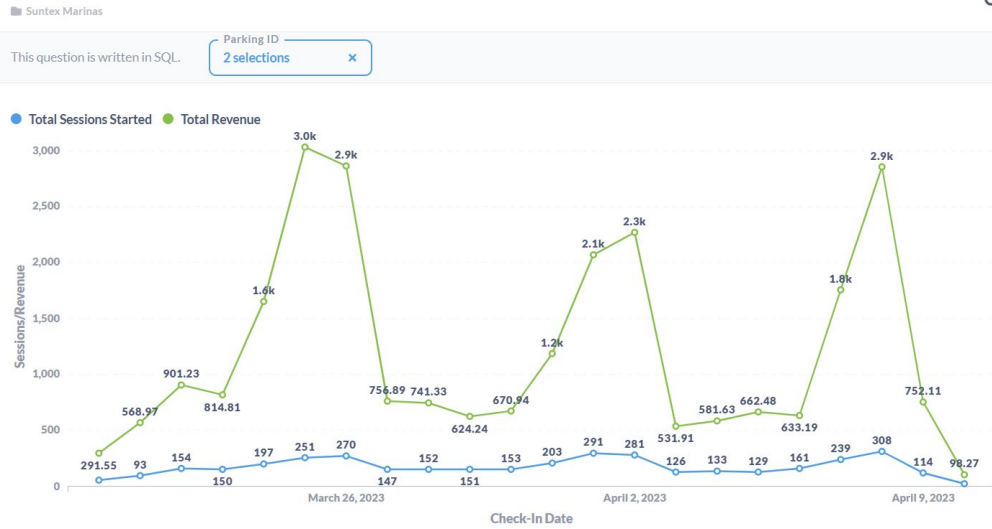
Latest 21 day Revenue Trend (gross revenue including 15% Pave Mobility share, taxes and convenience fee) ending April 10 (partial day for Apr 10) for the 2 CDD Beach parking lots (does not include Marina parking lot). Note the weekends vs weekdays. Also note the revenue on Sunday April 9 was down due to inclement weather at the beach as well as being Easter Sunday.

As I stated before, I expect the revenue to drop off now that spring break is over.

Fines have started going out. Fines are delayed about 4 days due to processing and review. Currently 1073 fines have been sent out since the LPR (license plate recognition) enforcement went into effect on March 28. 981 of those fines are for the CDD parking lots. There are currently 448 additional fines pending that may or may not turn into a fine.

Kent

Revenue & Sessions Trend - 21 days on Check-In Time Edited 25 days ago by Nirbhay K.



On Sun, Apr 2, 2023 at 2:32 PM Kent Wanninger <kewanninger@gmail.com> wrote:

Attached is a preliminary ballpark summary of the total revenue from the Pay Parking from March 3 through April 1. Note, the revenue does not include any past due charges. Also, the system operated with a grace period on LPR enforcement for about 3 weeks. Enforcement action with the license plate recognition was activated on March 28. Note, the CDD receives \$15 of each enforcement Charge recovered. Finally, the session fee amount should be split 85% CDD and 15% Pave Mobility. As you can see, the majority of the revenue is coming from the South Beach parking lot (incorrectly labeled North Beach Lot). The north beach lot and the Marina lot have fewer parking spaces than the South lot and also likely are getting a large amount of validated parking for the restaurant.

Additional Notes

- As stated above, the north and south beach parking lots names are incorrectly labeled.
- March is spring break month and traffic is traditionally heavier during this month. I expect traffic to be reduced during the month of April.
- Security has been operating with enhanced patrolling hours of the non Pave Mobility Lots on weekends. This has been successful in preventing folks from circumventing the pay parking fees by folks from parking in off water lots.
- Suntex has complained that pay parking has hurt restaurant business. Some folks apparently aren't reading the signs that state parking validation is available. Some folks are also complaining about poor cell phone service and some folks are complaining just about the inconvenience. The restaurant has installed larger signs stating free parking is available for restaurant patrons with validation. That said, my observation has been that the restaurant had waiting lines every weekend for the evening dining hours. I personally had to wait about 45 minutes for dining on at least 2 occasions on a weekend night.
- Pave Mobility is getting a quote to install cell phone boosters on the 3 lots.
- Revenue is considerably greater on weekends than on weekdays.
- The system was started up March 4 but was shutdown on Mar 5, 6 and 7 to work out some bugs.

I'm still trying to understand all the data but it appears that even though the system is collecting a considerable amount of revenue, we believe we are currently getting a lot of folks that are not paying. Hopefully, this should change once folks start getting enforcement Charges in the mail. Overall, the general impression is that traffic has been considerably reduced below that seen in past years where everything was a free for all during spring break month. That said, we still get a lot of folks in for the sunset along with the restaurant evening dining patrons on weekends. On weekends, it is not unusual to see all 3 lots close to full capacity around sunset.

Kent

Revenue Distribution - Location Level, Check-In Time Edited 17 days ago by Nirbhay K.

Suntex Marinas

This question is written in SQL. From Date: March 3, 2023 To Date: April 1, 2023 Parking ID: 3 selections

Location Name	Session Fee Amount	Session Tax Amount	Net Amount
Little Harbor Marina	\$3,437.00	\$256.46	\$3,890.46
North Beach Lot	\$25,319.00	\$1,890.32	\$28,659.32
South Beach Parking Lot	\$3,500.00	\$261.22	\$4,002.22
Grand Total	\$32,256.00	\$2,408.00	\$36,552.00

Little Harbor Property Owners Association - May Report

- Paid parking update (Attached Graph)
- Sea Grape lighting update
- Guard house covert paver maintenance repairs
- Antigua Cove sewer update
- Proposed New Sidewalk along Carter's property - Extra line item
- Alternative optional hedge along Carter sidewalk instead of temporary fence
- Proposed 2023-2024 POA Budget Request

South Bay CDD
2023 - 2024 Proposed Budget

	Approved Budget	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	YTD	Proposed Budget	Details and Notes
	Monthly 2022/2023	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	2023/2024	
Landscaping											
Landscaping Contract - CDD Total	\$6,585.00	\$6,879.00	\$6,879.00	\$6,879.00	\$6,945.00	\$6,945.00	\$6,945.00	\$7,153.00	\$48,625.00	\$7,293.75	Includes Mulch (\$630/mo), Antigua Cove (\$1,365/mo), Landscaping (\$4,950/mo). Combined items to match billing from Vendor. Proposed includes 5% increase. \$208 fuel chg as of April 2023 in addition to \$6945
Monthly Mulching	<i>See CDD Landscaping Total</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Included in landscaping contract total
Antigua Cove Contract	<i>See CDD Landscaping Total</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Included in landscaping contract total
<i>Subtotal</i>	\$6,585.00	\$6,879.00	\$6,879.00	\$6,879.00	\$6,945.00	\$6,945.00	\$6,945.00	\$7,153.00	\$48,625.00	\$7,293.75	
Utilities											
TECO - Street Lights	\$3,300.00	\$4,193.95	\$4,066.87	\$4,051.21	\$3,748.33	\$4,474.72	\$4,414.21	\$3,943.70	\$28,892.99	\$4,622.88	As billed by TECO - YTD actual averaged over 7 months plus 12% increase per TECO
TECO - Street Lights - Seagrape	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62.50	Anticipated cost of \$750 spread over 12 month budget (not increased) Should be summer 2023
TECO - Guard House	\$250.00	\$296.32	\$786.15	\$1,244.51	\$231.88	\$1,020.72	\$293.53	\$255.90	\$4,129.01	\$660.64	As billed by TECO - YTD actual averaged over 7 months plus 12% increase per TECO
BOCC - Water	\$4,800.00	\$3,851.15	\$2,312.78	\$3,061.31	\$5,431.54	\$4,222.28	\$2,926.11	\$2,532.92	\$24,338.09	\$3,581.18	As billed by BOCC - YTD actual averaged over 7 months plus 3% anticipated increase
Spectrum - Guard House	\$0.00	\$157.96	\$157.96	\$137.07	\$157.96	\$157.96	\$157.96	\$157.96	\$1,084.83	\$157.96	As billed by Spectrum - reflects an increase in March
Republic Services - CDD Dumpster	\$0.00	\$1,292.28	\$1,506.62	\$1,515.90	\$1,507.45	\$1,458.60	\$1,460.12	\$1,569.05	\$10,310.02	\$1,217.05	As billed by Republic - actual plus 3% anticipated increase, less \$300/mo for POA usage.
<i>Subtotal</i>	\$8,350.00	\$9,791.66	\$8,830.38	\$10,010.00	\$11,077.16	\$11,334.28	\$9,251.93	\$8,459.53	\$68,754.94	\$10,302.20	
Management and Maintenance Staff											
CDD Property - Maintenance	\$2,175.00	\$6,272.00	\$6,272.00	\$6,272.00	\$6,272.00	\$6,272.00	\$6,272.00	\$6,272.00	\$43,904.00	\$6,460.16	70% of maintenance contract cost plus paid parking security cost. Cost billed by vendor includes to maintain bathrooms at Beach and Beach cleaning. Costs are as billed by Vendor - YTD actual plus 3% anticipated increase
Roadway/Common Area Cleaning	<i>See CDD Property Maintenance</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Item was merged to CDD Property Maintenance
Beach Cleaning/Maintenance	<i>See CDD Property Maintenance</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Item was merged to CDD Property Maintenance
CDD Property - Management	\$0.00	\$3,013.50	\$3,013.50	\$3,013.50	\$3,013.50	\$3,013.50	\$3,013.50	\$3,013.50	\$21,094.50	\$3,103.91	70% of management contract total for CDD Property plus 3% anticipated increase
CDD Property - Pressure Washing	\$0.00	\$0.00	\$0.00	\$0.00	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	\$833.33	Expensed \$700 in January for entrance. Additional \$7,950 at 4/20/22 POA Meeting. Per Maintenance team - to do sidewalks, curbing, gutters, parking stops throughout whole community anticipated cost of \$10,000 annually.
<i>Subtotal</i>	\$2,175.00	\$9,285.50	\$9,285.50	\$9,285.50	\$9,985.50	\$9,285.50	\$9,285.50	\$9,285.50	\$65,698.50	\$10,397.40	
Maintenance Equipment and Supplies											
Cleaning Supplies, Toiletries, Gas	\$1,000.00	\$1,767.01	\$451.74	\$983.54	\$1,009.31	\$1,780.93	\$658.21	\$1,680.59	\$8,331.33	\$1,225.90	Average of actual YTD expenses plus 3% anticipated increase
<i>Subtotal</i>	\$1,000.00								\$0.00	\$1,225.90	
Security											
Security Contract	\$2,000.00	\$8,599.37	\$15,026.21	\$4,871.38	\$18,021.09	\$11,880.69	\$11,445.73	\$11,676.04	\$81,520.51	\$12,017.50	Billing CDD for 85% of actual YTD costs. Proposed budget includes 3% increase per vendor's request. Calculated using the most recent 3 months
Security Liason	\$0.00	\$1,964.90	\$2,954.00	\$2,954.00	\$2,363.20	\$2,363.20	\$2,363.20	\$2,363.20	\$17,325.70	\$2,475.10	70% of actual cost billed by Vendor
Off Duty Deputy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Cost of Deputy patrols entire island and primarily issues with beach and restaurant patrons for Holidays
<i>Subtotal</i>	\$2,000.00	\$10,564.27	\$17,980.21	\$7,825.38	\$20,384.29	\$14,243.89	\$13,808.93	\$14,039.24	\$98,846.21	\$14,492.60	
Current Year Misc. Projects											

Seagrape Street Lights Installation Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,931.32	\$8,931.32	\$744.33	One time cost of \$8931.32 speard over 12 month budget
Townhomes Cost Share Well Pump	\$0.00	\$291.67	\$291.67	\$291.67	\$291.67	\$291.67	\$291.67	\$291.67	\$2,041.69	\$291.67	One time cost of \$3,500 spread over 12 month budget
Point Townhomes Cost Share Well Pump	\$0.00	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$1,458.31	\$208.33	One time cost of \$2,500 spread over 12 month budget
Cost of portable bathroom rent to renovate bathrooms	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,634.00	\$219.50	Cost to rent for 2-3 months spread over 12 month budget
<i>Subtotal</i>	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$9,431.32	\$12,431.32	\$1,244.33	<i>Total for current budget year - not included in monthly proposed budget</i>
Upcoming 2023/2024 Projects											
Hedge along sidewalk including irrigation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,108.33	One Time cost of \$13,300 spread over 12 month budget
Install Concrete Sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,750.00	One time cost of \$105,000 spread over 12 month budget
<i>Subtotal</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,858.33	<i>Total for all anticipated projects for next budget year - not included in monthly proposed budget</i>
TOTAL	\$20,110.00								\$281,924.65	\$43,711.84	Monthly budget - does not include upcoming or current year projects