

**South Bay
Community Development District**

September 10, 2025

AGENDA PACKAGE

Teams Information

Call In Number: 249 976 693 148 Meeting ID: qB7FB2WN

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South Bay Community Development District

Board of Supervisors

Ian Brown, Chairman
Scott Campbell, Vice Chairman
Mary Madden, Assistant Secretary
Stephen Herrera, Assistant Secretary
John Aldrich, Assistant Secretary

Staff:

Christina Newsome, District Manager
David Smith, District Counsel
Rick Brylanski, District Engineer

Meeting Agenda Wednesday, September 10, 2025 – 1:00 p.m.

- 1. Call to Order and Roll Call**
- 2. Motion to adopt the agenda**
- 3. Audience Comments – Three- (3) Minute Time Limit**
- 4. Staff Reports**
 - A. District Engineer**
 - i. Update on Buoy Permit
 - ii. Update on Lennar Turnover
 - iii. Sea Wall Update
 - B. District Counsel**
 - i. Consideration of Asolo Matters
 - a. Escrow Closing Agreement
 - b. Pedestrian Easement Agreement
 - c. Proposal for Purchase of District Property
 - ii. Consideration of Resolution 2025-08; Seawall Reimbursement Policy
 - iii. Engagement of Hank Fishkind for Property Valuation Services (PPP Process)
 - C. District Manager**
 - i. Discussion of FIA vs FMIT
- 5. Business Items**
 - A. General Matters of the District
- 6. Business Administration**
 - A. Consideration of Minutes from the Meeting held August 13, 2025
 - B. Consideration of July 2025 Financial Statements and Check Register
- 7. Supervisor Requests**
- 8. Audience Comments – Three- (3) Minute Time Limit**
- 9. Adjournment**

The next meeting is scheduled for Wednesday, October 8, 2025, at 1:00 p.m.

District Office:

Inframark
2005 Pan Am Circle, Suite 300
Tampa, Florida, 33607
813-873-7300

Meeting Location:

Little Harbor POA Clubhouse
611 Destiny Drive
Ruskin, Florida 33570
<https://www.sbaycdd.org/>

ESCROW CLOSING AGREEMENT

This Escrow Closing Agreement (“**Agreement**”), is made and entered into effective this _ day of ____, 2025, by, between and among **SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**, an independent special district formed under chapter 190, Florida Statutes (“Grantor” or “District”); **LITTLE HARBOR INVESTMENTS, LLC**, a Florida limited liability company, whose address is 110 Front Street, Suite 300, Jupiter, FL 33477 (“Grantee”); and **KRISTEN E. GRAY** of GrayRobinson, P.A. (“**Escrow Agent**”) with the Buyer, Seller and Escrow Agent also sometimes collectively referred to herein as “**Parties**” or singularly as “**Party.**”

BACKGROUND

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Hillsborough County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District and the Grantee entered into that certain Permanent Easement Agreement dated [REDACTED], 2025 (“**the Easement**”) and that certain Construction License Agreement dated ____, 2025 (“**License Agreement**”), collectively referred to herein as the “Agreements;” and

WHEREAS, the parties wish to place the executed Agreements into escrow with the Escrow Agent, subject to release upon the satisfaction of certain conditions.

NOW THEREFORE, in consideration of their mutual promises and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Definitions.** All terms not specifically defined herein shall have the same definition that is contained in the Agreement.
3. **Closing of Documents.** Grantee agrees to execute and deliver to Kristen E. Gray of GrayRobinson, P.A., at 101 East Kennedy Boulevard, Tampa, FL 33602, (“**Escrow Agent**”) the Agreements and a Release of Escrow Agreement attached as Exhibit A (“**Release**”)(“**Closing Documents**”), collectively (“**the Closing Documents**”).
4. **Delivery of Closing Documents.** At Closing and upon execution of the Release and delivery of the Release by all parties thereto, Escrow Agent shall deliver the Closing Documents directly to Grantee in order to consummate Closing under the Agreement. Escrow Agent is authorized to deliver the Closing Documents upon and only upon the following conditions precedent being met:

- (a) The owners of the outstanding bonds on the subject property ("Bondholders") will be paid the amount owed in order to eliminate said bonds.
- (b) Grantee shall receive all permits and entitlement approval from the requisite authorities in order to undertake and complete its development on its property.
- (c) Release executed by all the parties hereto evidencing that the conditions precedent as described herein have been met and the Escrow Agent is permitted to release the documents and deliver them to all the parties allowing the documents to become binding in accordance with all of their terms.

5. **Termination of Escrow.** Upon delivery of the Closing Documents and the cancellation of the pro rata share of the bonds by the bondholder, the Escrow Agreement shall terminate.

6. **Escrow Agent's Responsibility.**

6.1 Upon delivery of the Closing Documents in accordance with this Agreement, Escrow Agent shall have no further responsibility with respect to the Closing Documents.

6.2 Grantor and Grantee understand and agree that the duties of Escrow Agent are purely ministerial in nature. Grantor and Grantee further agree that:

- (a) Escrow Agent shall not be responsible for the performance by Grantor or Grantee under this Agreement or any other agreement.
- (b) Escrow Agent shall not be liable for any action taken or omitted hereunder or under the Agreement except in the case of its bad faith, gross negligence or willful misconduct.
- (c) Escrow Agent shall furnish to Grantor and Grantee delivery of the executed documents.

6.3 The Escrow Agent may resign as Escrow Agent at any time upon thirty (30) days prior written notice to Grantor and Grantee. In the case of the Escrow Agent's resignation, its only duty shall be to hold and dispose of the Closing Documents in accordance with the original provisions of this Agreement until such successor escrow agent shall be appointed. Grantor and Grantee shall jointly consent and appoint such successor escrow agent. Upon such appointment, the Escrow Agent's only duty shall be to deliver the Closing Documents to the successor escrow agent.

6.4 Grantee agrees to indemnify Escrow Agent and its partners, and agents (herein the "**Indemnitees**") against, and to hold them harmless of and from, any and all loss, liability, cost, damage and expense, any and all loss, limitation, reasonable attorneys' fees, except in the case of Escrow Agent's bad faith, gross negligence, or willful misconduct, which the Indemnitees

may suffer or incur by reason of any action, claim or proceeding brought by any third party against the Indemnitees, arising out of or relating in any way to this Agreement, or the performance of its duties hereunder, and including any claim arising out of or filed in connection with the Agreement.

7. **Miscellaneous.**

7.1 This Agreement encompasses the entire Agreement of the Parties (except with respect to the Easement Agreement between Grantor and Grantee) and shall not be modified except by an instrument in writing signed by the Parties.

7.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the proper venue and jurisdiction for any action or claim with respect to this Agreement or any document delivered pursuant hereto shall be in the appropriate court in Hillsborough County, Florida, except as for provided in section 7.3.

7.3 In the event of the receipt of conflicting instructions prior to discharge of the Escrow Agent, Escrow Agent shall commence an arbitration before a single arbitrator acceptable to Escrow Agent under the rules of the American Arbitration Association, whose decision shall be final. Upon receipt of a final decision from the arbitrator, the Escrow Agent shall comply therewith and upon such compliance shall be discharged from all further liability. The decision of the arbitrator shall be final, and may be reduced to judgment by any party hereto or the Escrow Agent. The arbitration must be resolved within 90 days of a request for arbitration. Grantor and Grantee shall pay their own attorney fees and legal costs. The aforementioned Parties shall split the Escrow Agent's and arbitrator's reasonable fees and costs.

7.4 All notice required to be given in connection with this Agreement shall be sent via certified mail or overnight express with receipt and addressed as follows:

If to Grantor:	South Bay Community Development District c/o Christina Newsome --
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With a copy to:	GrayRobinson, P.A. 101 East Kennedy Blvd., Suite 4000 Tampa, FL 33602 Attn: David L. Smith Tel: (813) 273-5166 Email: david.smith@gray-robinson.com
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If to Seller:	Little Harbor Investments, LLC _____ _____ _____
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If to Escrow Agent:	Kristen E. Gray, Esquire GrayRobinson, P.A.
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101 East Kennedy Blvd., Suite 4000
 Tampa, FL 33602
 Tel: (813) 273-5166
 Email: Kristen.gray@gray-robinson.com

8. **Escrow Agent Representation of District.** Notwithstanding anything in the foregoing to the contrary, it is expressly acknowledged and agreed by the Parties that Escrow Agent also represents the District with respect to the Agreement and such representation is specifically agreed to and accepted by the Grantee and the Escrow Agent and the firm of GrayRobinson, P.A. shall be available to represent the District in any dispute hereunder or under the Agreement and in any potential future litigation relating thereto.

IN WITNESS WHEREOF, Grantor, Grantee and Escrow Agent have executed this Agreement as of the date set forth above.

WITNESSES:

 Print Name: _____

 Print Name: _____

 Print Name: _____

 Print Name: _____

WITNESSES:

 Print Name: _____

GRANTOR:

**SOUTH BAY COMMUNITY
 DEVELOPMENT DISTRICT**

By: _____

Date of Execution by Buyer: _____, 2025

GRANTEE:

**LITTLE HARBOR INVESTEMENTS,
 LLC**

By: _____

Print Name: _____

Title: _____

Date of Execution by Seller: _____, 2025

ESCROW AGENT:

KRISTEN E. GRAY

By: _____

Print Name: Kristen E. Gray

Title: Associate, GrayRobinson, P.A.

Print Name: _____

Date of Execution by Escrow Agent
_____, 2025

Exhibit “A”

Little Harbor Investments, LLC.

Via E-Mail

August 5, 2025

South Bay CDD
c/o Seller
Inframark (District Office)
11555 Heron Bay, Suite 201
Coral Springs, FL 33076

CC: Ian Brown, Scott Campbell, Mary Madden, Stephen Herrera, John Aldrich, Christina Newsome, David Smith, Rick Brylanski

RE: Request for Easement at Parcel I within South Bay CDD at August 13, 2025 Board Meeting

South Bay CDD,

I hope this letter finds you well. I am writing on behalf of Little Harbor Investments, LLC, to formally request the granting of an easement and permit authorization for Parcel I.

The purpose of this easement is to grant cross-access easement over CDD-owned lands, to facilitate construction, access, and ongoing maintenance of the future permitted dock access walkway, dock, and boat slips for Little Harbor Investments, LLC at Parcel I.

In addition, we are requesting a written Letter of Authorization naming Little Harbor Investments, LLC as the applicant on the U.S. Army Corps of Engineers permit application, Tampa Port Authority standard work permit and submerged-lands lease application associated with the proposed dock.

We understand and respect the process and requirements for approvals and permit coordination and are prepared to provide any supporting documentation. To facilitate your review, we have attached:

- A draft easement agreement, complete with legal description and exhibit
- A draft Letter of Authorization
- Engineering narrative and dock design plans
- Applications for which authorization is requested

Please let us know if there are any specific forms or procedures we should follow to proceed with this request. Thank you for your time and consideration. We look forward to working collaboratively to ensure a successful outcome for all parties involved.

Sincerely yours,

Anthony Solo

Anthony Solo, Managing Partner

**Little Harbor Investments, LLC
and or assigns (Buyer)**

PERMANENT PEDESTRIAN EASEMENT AGREEMENT

THIS PERMANENT PEDESTRIAN EASEMENT AGREEMENT (the "Agreement") is made and executed this _____ day of _____, 2025 by South Bay Community Development District, an independent special district formed under chapter 190, Florida Statutes ("District" or "Grantor"), to and in favor of Little Harbor Investments, LLC, a Florida limited liability company, whose address is 110 Front Street, Suite 300, Jupiter, FL 33477 (the "Grantee").

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Hillsborough County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District is the owner of that certain parcel of land referred to as Beach Site #2 and located at _____, and described on **Exhibit "A"** attached hereto, (hereinafter referred to as the "Property"); and

WHEREAS, Grantee owns the property described as Parcel I in Exhibit "B" ("Grantee's Property") which necessitates a pedestrian easement across the beach to access its boat docks]; and,

WHEREAS, Grantee desires to use the specifically described property depicted in the drawing/map attached to and incorporated in this Agreement as **Exhibit "C"** (hereafter "Beach Easement Area") for said pedestrian access, and Grantee has requested from Grantor an easement to use the Beach Easement Area for such purpose, subject to and in accordance with the terms, provisions, covenants and conditions provided herein; and,

WHEREAS, the Property is subject to any and all matters of record (collectively referred to as the "Title Exceptions and Encumbrances"); and,

WHEREAS, Grantor is willing to grant Grantor pedestrian access to and over the Property to accommodate the access to the boat docks, subject to and according to the terms, provisions, covenants and conditions as set forth herein and so long as the parking does not interfere with the terms and conditions of this Agreement.

ACCORDINGLY, for and in consideration of the sum of ten dollars (\$10.00) paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Permanent Easement. Grantor hereby grants unto Grantee and its assigns that are [residents/patrons] of the Parcel I a permanent, non-exclusive pedestrian access easement (the "Easement") over, under and across the Property for the construction, installation, use, maintenance, upgrade, repair and replacement of the boat dock.

2. Use of Property. Upon completion of the Boat Dock, Grantee and the [residents/patrons] of Parcel I may use the Beach Easement Area for pedestrian ingress and egress to the boat dock as stated hereinabove, and for no other purpose whatsoever. Without limiting the foregoing, Grantee shall not use the Property for: (a) any use which violates any applicable laws, regulations, or ordinances relating to the Property, including without limitation, local zoning ordinances and regulations; (b) any use that violates the terms of this Agreement; or (c) any purpose which Grantor in its sole and absolute discretion deems to be lewd, lascivious, noxious or offensive. Grantee hereby covenants and agrees that it shall keep the Property in a clean, safe and orderly condition throughout the duration of the Easement and shall take immediate action to repair or remedy any unsafe condition that may develop on the Property or become known to Grantee, its agents, servants or employees. Grantee shall take all action necessary to allow those who have any rights to install, repair, or maintain infrastructure to pursue those rights and to undertake any such repairs, replacements, or maintenance at no cost, fee, or expense to the Grantor.

3. Insurance, Indemnification and Release. Grantee, for itself and any sub-tenants, agents, servants, employees, staff, volunteers, officers, directors, owners, members, managers, shareholders, partners, invitees, licensees and contractors, successors and assigns (collectively, "Indemnitors"), hereby agrees to indemnify, exonerate, defend by counsel acceptable to Grantor, hold harmless, and release Grantor, its affiliated companies, agents, officers, directors, employees, elders, members, partners, and successors and assigns (collectively, "Indemnitees") from and against all liabilities, losses, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, paralegal fees, and legal costs and expenses incurred by Indemnitees, whether or not judicial proceedings are now filed, which may be imposed upon or asserted against or incurred by Indemnitees by reason of any of the following occurring:

- (a) any failure to properly use, occupy, or restore the Property or any part thereof;
- (b) any negligence on the part of Grantee or any of its agents, servants, employees, licensees or invitees;
- (c) any accident, injury, or damage of any nature, whether compensatory, consequential, punitive or otherwise, to any person or property occurring in, on or about the Property or any part thereof during any use or occupation of the Property by or through Grantee; or

(d) any failure on the part of Grantee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Easement on its part to be performed or complied with.

This indemnification shall survive the duration of this Easement and include all costs incurred by Indemnitees in the enforcement of this Easement. Grantee further agrees that Grantor shall have no responsibility for the loss or theft of, or damage to, Grantee's and any other Indemnitor's personal property brought onto the Property in connection with the Event or this Easement.

In addition to the indemnity language above, Grantee shall include the Beach Easement Area within Grantee's liability insurance coverage and shall list Grantor as an additional insured on such policy.

4. Permits. Grantee shall obtain and secure, and shall be subject to abide by, all governmental permits which are required in connection with boat docks.

5. Assignment. Grantee shall not assign this Easement without the prior written consent of Grantor, which consent may be unreasonably withheld, except that Grantee may assign its rights to any purchaser of Grantee's Parcel ("Purchaser") or to a condominium or homeowners association ("Association") without the need for consent by Grantor, and upon a sale of the Grantee's Parcel as described above, Grantee's indemnification automatically shall be replaced by Purchaser or the Association and that Purchaser or Association shall assume all obligations hereunder.

6. Condition of Property "As Is". Grantor makes absolutely no warranty, whether express or implied, regarding the condition of the Property, the safety or the suitability thereof for the Event. Grantee shall satisfy itself regarding all such matters, and hereby accepts the condition of the Property in AS IS condition, WITH ALL FAULTS.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. Litigation and Attorney's Fees. In the event it shall be necessary for either party to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the court.

9. Recording. This Agreement shall be recorded in the public records of Hillsborough County.

10. Entire Agreement. The Easement contains the entire agreement between the parties hereto and may not be modified in any manner other than in writing signed by the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Permanent Easement Agreement to be executed in manner and form sufficient to bind the as of the day and year first above as written.

[INSERT SIGNATURE PAGE]

DRAFT

Exhibit A
Grantor's Parcel

BEACH SITE No. 2

DESCRIPTION: A parcel of land lying in lying in Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said area designated as "Beach", as shown on the plat of BAHIA BEACH SOUTH UNIT No. 1, as recorded in Plat Book 40, Page 81, of the Public Records of Hillsborough County, Florida, run thence along the South boundary line of said area designated as "Beach", N.83°30'41"W., 229.69 feet to a point on the Hillsborough County Bulkhead Line, BAHIA BEACH, according to said map or plat thereof as recorded in Plat Book 39, Page 89, of the Public Records of Hillsborough County, Florida; thence along said Hillsborough County Bulkhead Line, the following three (3) courses:
1) N.06°12'29"E., 187.46 feet to the POINT OF BEGINNING; 2) continue N.06°12'29"E., 3.49 feet; 3) N.01°53'16"W., 344.92 feet; thence N.88°01'03"E., 38.87 feet; thence S.54°33'29"E., 41.05 feet; thence S.04°27'16"W., 325.15 feet; thence S.44°31'15"W., 7.99 feet; thence N.82°17'45"W., 30.72 feet to the POINT OF BEGINNING.

Containing 0.431 acres, more or less.

Exhibit B
Grantee's Parcel

A parcel of land lying in Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southeasterly corner of the right-of-way for BAHIA BEACH DRIVE, as shown on BAHIA

BEACH SOUTH UNIT No. 1, as per the map or plat thereof recorded in Plat Book 40, Page 81, of the Public

Records of Hillsborough County, Florida; thence the following four (4) courses on the boundaries of that certain

parcel described as Right-of-Way Parcel No. 1 in Official Records Book 13842, Page 1124, and Official Records

Book 13842, Page 1172, of the Public Records of Hillsborough County, Florida (the "CDD Deeds"): (1) South

06°35'39" West, a distance of 72.52 feet; (2) North 83°44'34" West, a distance of 54.10 feet; (3) North

06°29'19" East, a distance of 530.09 feet; (4) North 01°58'57" West, a distance of 20.06 feet to the POINT OF

BEGINNING; thence North 84°21'47" West, a distance of 152.57 feet; thence South 66°09'07" West, a distance

of 45.72 feet to a point on the Easterly boundary of Beach Site No. 2 as described in the CDD deeds; thence on

said Easterly boundary, North 04°27'16" East, a distance of 325.15 feet; thence on the Northeasterly boundary

of said Beach Site No. 2, North 54°33'29" West, a distance of 41.04 feet to a point on the Southerly boundary of

Bahia Del Sol, a condominium, as declared in Official Records Book 3831, Page 753 of the Public Records of

Hillsborough County, Florida; thence on said Southerly boundary, North 88°01'21" East, a distance of 189.80

feet; thence on the Westerly boundary of said Right-of-Way Parcel No. 1, South 01°58'57" East, a distance of

351.22 feet to the POINT OF BEGINNING.

DRAFT

Exhibit C

10 foot Pedestrian Easement

A ten (10) foot parcel running east/west that begins 193 feet north of and ends 203 feet north of the southern boundary of Beach Site #2 as shown on Exhibit A

DRAFT

South Bay Community Development District

To Whom It May Concern:

This letter authorizes Little Harbor Investments, LLC, its employees, agents, and consultants, to act on behalf of the South Bay Community Development District (South Bay CDD) in connection with all matters related to the application and processing of permits and approvals for the following:

- U.S. Army Corps of Engineers permit application
- TPA Standard Work permit application
- TPA Submerged Land Lease application

These applications are associated with the construction and development of the proposed dock and access walkway which will originate from the adjacent upland parcel, cross the CDD-owned beach parcel via an established easement, and extend waterward to accommodate future permitted docks and slips, described as follows:

A parcel of land lying in Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said area designated as "Beach", as shown on the plat of Bahia Beach South Unit No. 1, as recorded in Plat Book 40, Page 81, of the Public Records of Hillsborough County, Florida; run thence along the South boundary line of said area designated as "Beach", N.83°30'41"W., 229.69 feet to a point on the Hillsborough County Bulkhead Line, Bahia Beach, according to said map or plat thereof as recorded in Plat Book 39, Page 89, of the Public Records of Hillsborough County, Florida; thence along said Hillsborough County Bulkhead Line, N.06°12'29"E., 187.46 feet to the POINT OF BEGINNING; thence continue N.06°12'29"E., 3.49 feet; thence N.01°53'16"W., 344.92 feet; thence N.88°01'03"E., 38.87 feet; thence S.54°33'29"E., 41.05 feet; thence S.04°27'16"W., 325.15 feet; thence S.44°31'15"W., 7.99 feet; thence N.82°17'45"W., 30.72 feet to the POINT OF BEGINNING. Containing 0.431 acres, more or less.

This authorization includes the right to submit applications, receive and submit related correspondence and documentation, and coordinate with the appropriate permitting agencies as necessary to advance and complete the permitting process.

[Authorized Representative's Name]

[Title]

South Bay Community Development District

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by [Authorized Representative’s Name], as [Title] of South Bay Community Development District, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print Name

My Commission Expires: _____

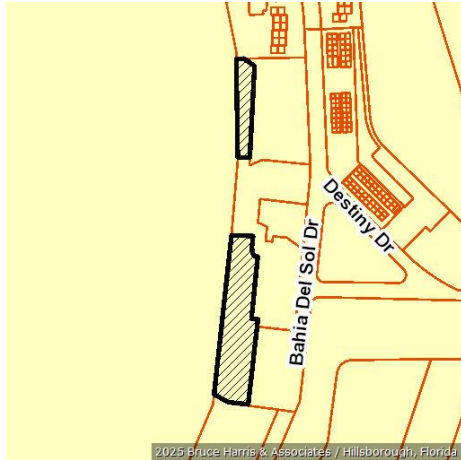
Commission No.: _____

**Bob Henriquez**
Hillsborough County Property Appraiser

<https://www.hcpafl.org/>
15th Floor County Ctr.
601 E. Kennedy Blvd, Tampa, Florida 33602-4932
Ph: (813) 272-6100

Folio: 031587-0022

South Bay Community Development District
holds the deed, dated April 13, 2004.

**Owner Information**

Owner Name	SOUTH BAY CDD
Mailing Address	C/O INFRAMARK LLC 2005 PAN AM CIR STE 300 TAMPA, FL 33607-6008
Site Address	BAHIA DEL SOL DR, RUSKIN
PIN	U-02-32-18-ZZZ-000001-07264.1
Folio	031587-0022
Prior PIN	U-02-32-18-ZZZ-000001-07260.0
Prior Folio	031587-0000
Tax District	U - UNINCORPORATED
Property Use	8900 MUNICIPAL
Plat Book/Page	/
Neighborhood	227009.00 Ruskin NW of Shell Pt & Hwy 41
Subdivision	ZZZ UNPLATTED

Value Summary

Taxing District	Market Value	Assessed Value	Exemptions	Taxable Value
County	\$625,443	\$588,872	\$588,872	\$0
Public Schools	\$625,443	\$625,443	\$625,443	\$0
Municipal	\$625,443	\$588,872	\$588,872	\$0
Other Districts	\$625,443	\$588,872	\$588,872	\$0

Note: This section shows Market Value, Assessed Value, Exemptions, and Taxable Value for taxing districts. Because of changes in Florida Law, it is possible to have different assessed and taxable values on the same property. For example, the additional \$25,000 Homestead Exemption and the non-homestead CAP do not apply to public schools, and the Low Income Senior Exemption only applies to countywide and certain municipal millages.

Sales Information

Book / Page	Instrument	Month	Year	Type Inst	Qualified or Unqualified	Vacant or Improved	Price
13842 / 1124	2004187119	04	2004	WD	Unqualified	Vacant	\$100

Land Information

Use Code	Description	Zone	Front	Depth	Land Type	Total Land Units	Land Value
COE2	Comm Class 5	PD	0.0	0.0	SF SQUARE FEET	71,088.47	\$625,443

Legal Description

COM AT SE COR OF AREA DESIGNATED AS BEACH PER PLATT BAHIA BEACH SOUTH UNIT 1 N 83 DEG 30 MIN 41 SEC W 226.69 FT S 06 DEG 12 MIN 29 SEC W 68.37 FT FOR POB S 87 DEG 55 MIN 10 SEC E 70.64 FT S 06 DEG 15 MIN 39 SEC W 45.98 FT S 83 DEG 11 MIN 08 SEC E 46.18 FT S 06 DEG 29 MIN 30 SEC W 496.81 FT N 83 DEG 47 MIN 31 SEC W 64.13 FT S 06 DEG 12 MIN 29 SEC W 25 FT S 22 DEG 54 MIN 54 SEC W 525.96 FT S 33 DEG 52 MIN 34 SEC W 622.44 FT N 62 DEG 40 MIN 46 SEC W 50.33 FT N 33 DEG 52 MIN 34 SEC E 623.39 FT N 22 DEG 54 MIN 54 SEC E 513.82 FT AND N 06 DEG 12 MIN 29 SEC E 555.84 FT TO POB... COM AT SE COR OF AREA DESIGNATED AS BEACH PER PLATT BAHIA BEACH UNIT NO 1 N 83 DEG 30 MIN 41 SEC W 229.69 FT N 06 DE 12 MIN 29 SEC E 3.49 FT N 01.DEG 53 MIN 16 SEC W 344.92 FT N 88 DEG 01 MIN 03 SEC E 38.87 FT S 54 DEG 33 MIN 29 SEC E 41.05 FT S 04 DEG 27 MIN 16 SEC W 325.15 FT S 44 DEG 31 MIN 15 SEC W 7.99 FT AND N 82 DEG 17 MIN 45 SEC W 30.72 FT TO POB AND LESS THE FOLLOWING DESC PARCEL: COM AT SE COR OF AREA DESIGNATED AS BEACH ON PLAT BAHIA BEACH SOUTH UNIT NO 1 PLAT BOOK 40 PG 81 N 83 DEG 30 MIN 41 EC E 229.69 FT S 06 DEG 12 MIN 29 SEC W 616.26 FT FOR POB S 83 DEG 41 MIN 08 SEC E 50 FT S 06 DEG 12 MIN 29 SEC W 15.20 FT S 22 DEG 54 MIN 54 SEC W 525.96 FT S 33 DEG 52 MIN 34 SEC W 622.44 FT N 62 DEG 40 MIN 46 SEC W 50.33 FT N 33 DEG 52 MIN 34 SEC E 623.39 FT N 22 DEG 54 MIN 54 SEC E 513.82 FT AND N 06 DEG 12 MIN 29 SEC E 7.95 FT TO POB

**South Bay CDD Holdings, Inc., & South Bay Community Development District
Little Harbor - Parcel I Docking Facility
Corps Project Description**

Introduction: The applicant, Little Harbor Investments LLC (Little Harbor), is in the process of purchasing the site from South Bay CDD Holdings, Inc. (inland parcel) and South Bay Community Development District (waterward parcel). Please see the authorization letters from both entities authorizing Little Harbor to apply for the permit. Little Harbor proposes constructing a private 12-slip multi-family dock and seawall in conjunction with an upland residential community. The sites are located on Bahia Del Sol Drive, Ruskin, Florida. Please note there are no physical addresses on the Hillsborough County Property Appraisers website. The two parcels associated with the project have Folio Nos.: 031587-0112 & 031587-0022, in Section 02, Township 32 South, Range 18 East.

Please note the purchasing entity, Little Harbor Investments, LLC is managed by Asolo Advisors, who are managed by Asolo Acquisitions & Development, LLC.

Submerge Aquatic Vegetation:

An SAV survey was done June 6, 2023, and the area of seagrass is included on the drawing set. The docks have been designed to take this into consideration, per the "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), March or Mangrove Habitat dated November 2017".

Mangroves:

There are no impacts to mangroves.

Sovereignty Submerged Land Lease:

Tampa Port Authority has jurisdiction over the submerged lands and an application will be filed with them to obtain proprietary approval. The proposed lease area is approximately 14,589, which is within the 40:1 sf area allowed for multi-family developments. The applicant's shoreline is 371 lf.

Proposed Dock, Boat Lifts and Pilings:

Dock: The proposed dock is fixed and will consist of HDPE wrapped wooden piling, a wooden substructure, and either wooden or composite decking spaced ½" apart. The proposed docks are as follows:

Dock access, 5'w x 313'l (1565 sf)

Terminal platform, 5'w x 190'l (950 sf)

Platform, 10'w x 14'l (140 sf)

Six (6) finger piers, 4' w x 50'l (1200 sf)

Bypass/seating area 5'w x 10'l (50 sf)

Total Overwater Area = 3905 sf

Boat Lifts: Work includes the installation twelve (12) 20,000 lbs. boat lifts which will be installed per manufacturer's specifications.



**South Bay CDD Holdings, Inc., & South Bay Community Development District
Little Harbor - Parcel I Docking Facility
Corps Project Description**

Piling: The applicant proposes to utilize Southern Yellow Pine treated with CCA for the stringers and pile caps. All wooden pilings will be CCA treated with HDPE pile wrap from 1' above MHW to 1' below the mudline. The piles will be jetted into place with final bearing being confirmed by using an impact hammer to drive the pile to final bearing. The facility will consist of (48) 12" butt dia. (38 sf) boat lift piling, (180) 10" butt dia. (99 sf) dock piling, for a total of 228 piles with a total in water area of 137 sf.

Seawall:

The replacement of the seawall will be placed within 18" of the existing seawall. There is a total of 390 linear feet of seawall. The seawall will be placed above the MHWL.

Construction: The applicant agrees to comply with the November 2017 "National Marine Fisheries Service's (NMFS) Final Programmatic Biological Opinion (Referred to as JAXBO) for In-Water Work"; the 2011 "Standard Manatee and Marine Turtle Construction Conditions for In-Water Construction"; "Smalltooth Sawfish Construction Conditions of March 2006", and "Construction Guidelines in Florida for Minor Piling-Supported Structures constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat U.S. Army Corps of Engineers/National Marine Fisheries Service of November 2017" All applicable work condition information for protected species will be provided to the selected contractor(s).

The Contractor will determine construction methodology. It is anticipated that the work will be completed utilizing barge mounted equipment and possibly equipment operating from the uplands. All work is to be completed during daylight hours.

The Contractor will utilize best management practices during all phases of construction to prevent the spread of turbidity into the waters of the state. Turbidity control measures will be maintained until all construction is complete. Weighted turbidity curtains will be installed around all stages of construction and will be relocated as the work progresses around the basin. Turbidity curtains will be maintained until all construction is complete and all turbidity has subsided to acceptable levels. All turbidity controls shall be visually monitored, inspected daily, and any repairs made immediately prior to construction continuing. Turbidity levels must not exceed 29 NTU's above background.

Form Approved -
OMB No. 0710-0003
Expires: 2027-03-31

The public reporting burden for this collection of information, OMB Control Number 0710-0003, is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR APPLICATION TO THE ABOVE EMAIL.

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned. System of Record Notice (SORN). The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website: <http://dpcl.d.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570115/a1145b-ce.aspx>

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE
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5. APPLICANT'S NAME			8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required)		
First - Anthony	Middle - P.	Last - Solo	First - Hans	Middle - J.M.	Last - Wilson
Company - Manager, Asolo Acquisitions & Development, LLC, managing entity of Asolo Advisors, the managing entity of Little Harbor Investments, LLC, purchaser			Company - Hans Wilson & Associates, Inc		
E-mail Address - aps@asolore.com			E-mail Address - johanna@hanswilson.com		
6. APPLICANT'S ADDRESS:			9. AGENT'S ADDRESS:		
Address- 110 Front Street, Suite 300			Address- 1938 Hill Avenue		
City - Jupiter	State - FL	Zip - 33477 Country -USA	City - Fort Myers	State - FL	Zip - 33901 Country -USA
7. APPLICANT'S PHONE NOs. w/AREA CODE			10. AGENTS PHONE NOs. w/AREA CODE		
a. Residence	b. Business	c. Fax	a. Residence	b. Business	c. Fax
	561-632-4906			239-334-6870	239-334-7810

11. I hereby authorize, Hans Wilson & Associates, Inc. to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.

DATE _____

12. PROJECT NAME OR TITLE (see instructions) Little Harbor, Parcel I Docking Facility			
13. NAME OF WATERBODY, IF KNOWN (if applicable) Middle Tampa Bay at Bahia Beach		14. PROJECT STREET ADDRESS (if applicable) Address Bahia Del Sol Drive	
15. LOCATION OF PROJECT Latitude: °N 27.731165 Longitude: °W -82.475947		City - Ruskin State- FL Zip-	
16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions) State Tax Parcel ID 031587-0112 & 031587-0022 Municipality Hillsborough Section - 02 Township - 32 South Range - 18 East			

17. DIRECTIONS TO THE SITE

Please see attached "Driving Directions".

18. Nature of Activity (Description of project, include all features)

The applicant, Little Harbor Investments LLC, (Little Harbor) is in the process of purchasing the two sites from South Bay CDD Holdings, Inc. and South Bay Community Development District. Little Harbor proposes constructing a 12-slip multi-family docking facility with a 390' seawall, which will be installed above the MHWL. This facility is in conjunction with an upland residential community. The 12 slips will have boat lifts with a 20,000 lbs. capacity. The site is located in Hillsborough County, Florida. Please see the enclosed project description for more information.

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

The seawall and docks are proposed for a private multi-family residential community. It's estimated construction will take 90 to 150 days and will begin once all permits have been issued for the site.

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge**21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:**

Type Amount in Cubic Yards	Type Amount in Cubic Yards	Type Amount in Cubic Yards
-------------------------------	-------------------------------	-------------------------------

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres

or

Linear Feet

23. Description of Avoidance, Minimization, and Compensation (see instructions)

The project is designed per the rules. The applicant agrees to comply with the November 2017 "National Marine Fisheries Service's (NMFS) recently issued Final Programmatic Biological Opinion (referred to as JAXBO) for In-Water Work"; 2011 Standard Manatee Construction Conditions for In-water Construction and the Sea Turtle and Smalltooth Sawfish Construction Conditions of March 2006. All applicable work condition information for protected species will be provided to the selected contractor(s).

24. Is Any Portion of the Work Already Complete? ☐ Yes ☒ No IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address- Please see the attached "Adjacent Property Owners List".

City - State - Zip -

b. Address-

City - State - Zip -

c. Address-

City - State - Zip -

d. Address-

City - State - Zip -

e. Address-

City - State - Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED

* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

SIGNATURE OF APPLICANT DATE SIGNATURE OF AGENT DATE

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.



PORT TAMPA BAY

ENVIRONMENTAL DEPARTMENT
 1101 Channelside Dr. Tampa, FL 33602
 Ph: (813) 905-5031 · Fax: (813) 905-5050
 www.tampaport.com

STANDARD WORK PERMIT APPLICATION TO PERFORM WORK IN WATERS OF THE HILLSBOROUGH COUNTY PORT DISTRICT

For Official Use Only: Application #

Date Received:

☐ NEW☐ PERMIT REVISION

SECTION I

1. STANDARD WORK PERMIT APPLICATION - Brief Project Description:

Proposed constructing a 12-slip multi-family docking facility with a seawall in conjunction with an upland residential community. Please see the attached "Project Description" for more details.

2. APPLICANT INFORMATION

First Name: Anthony Last Name: Solo

Company Name/Title: Manager, Asolo Acquisitions & Development, LLC, managing entity of Asolo Advisors, the managing entity of Little Harbor Investments, LLC, purchaser

Mailing

Address: 110 Front Street, Suite 300City: JupiterState: FLZip Code: 33477

Telephone

Number: 561-632-4906Email Address: aps@asolore.com

3. PROPERTY OWNER(S) INFORMATION (IF DIFFERENT OR IN ADDITION TO APPLICANT)

☐ Check box if property owner is also a co-applicant

First Name: _____ Last Name: _____

Company

Name/Title: _____, South Bay Community Development District

Mailing

Address: c/o Inframark, LLC2005 Pan Am Circle, Suite 300City: TampaState: FLZip Code: 33607

Telephone

Number: _____

Email Address: _____

4. PROPERTY OWNER(S) INFORMATION (IF DIFFERENT OR IN ADDITION TO APPLICANT)

First Name: Scott Last Name: Campbell

Company

Name/Title: Vice-President, South Bay CDD Holdings, Inc.

Mailing

Address: 5711 Yeats Manor Drive, #401City: TampaState: FLZip Code: 33616

Telephone

Number: _____

Email Address: _____

5. AUTHORIZED AGENT INFORMATION

First Name: Hans Last Name: Wilson

Company			
Name/Title:	Project Engineer, Hans Wilson & Associates, Inc.		
Mailing			
Address:	1938 Hill Avenue		
City:	Fort Myers	State:	FL
Telephone		Zip Code:	33901
Number:	239-334-6870		
Email Address:	johanna@hanswilson.com		

6. CONTRACTOR INFORMATION – N/A, WILL BE DETERMINED ONCE PERMITS ARE ISSUED.			
First Name:	Last Name:		
Company			
Name/Title:			
Mailing			
Address:			
City:	State:	Zip Code:	
Telephone			
Number:			
Email Address:			

SECTION II

1. LOCATION OF PROPOSED PROJECT

Site Street			
Address:	Bahia Del Sol Drive (No physical address per HCPA site.)		
City:	Ruskin	State:	FL
Folio		Zip Code:	
Number(s):	031587-0022 (waterward parcel) & 031587-0112 (inland parcel)		

Section:	02	Township	: 32 South	Range:	18 East
Name of Water Body at					
Project:	Middle Tampa Bay				

2. PROPOSED USE

<input type="checkbox"/> Private Single-Family Dwelling	<input checked="" type="checkbox"/> Private Multi-Family Dwelling (Condominium, Apartment, etc.)
<input type="checkbox"/> Commercial	<input type="checkbox"/> Other (explain):

3. OWNER OF SUBMERGED LANDS: **State lands designated to the TPA.**

☐ **Leased Port Property or Port Easement** (Check box if applicable and attach information.)

4. PREVIOUS TAMPA PORT AUTHORITY PERMITS ISSUED AT THIS LOCATION: **Unknown, vacant lot.**

Permit	
Number(s):	Unknown
Date:	

5. PROJECT DESCRIPTION

NOTE: Features and dimensions must be carefully shown on the required application drawings. Please review the attached guidelines provided to ensure that the drawings which you have prepared are acceptable.

A. STRUCTURES:

<input checked="" type="checkbox"/> NEW WORK	<input type="checkbox"/> MAINTENANCE	<input type="checkbox"/> ADDITION
--	--------------------------------------	-----------------------------------

1) DOCK, OBSERVATION DECK, PIER, OR ELEVATED BOARDWALK

- a. Length of Shoreline: 371 Linear Ft.
- b. Number of Proposed Docks: 1 access dock with a terminal access to the finger piers. No. of Boat Slips/Lifts: 12 / 12
- c. Length from MHW to Waterward Edge of Structure: 353' Ft.
- d. Width of Structure: Varies, 4' – 10' Ft. Mooring Water Depth at M/OLW: -7 MLW Ft.
- e. Existing Structure Area: 0 Sq. Ft.
- f. Proposed Structure Area: 3,905 Sq. Ft.
- g. Overall Area of Facility: 3,905 Sq. Ft.

2) SEAWALLS, RIP-RAP, REVETMENTS OR OTHER SHORELINE STABILIZATION:

- a. Length of Shoreline at Site: 371 Linear Ft.
- b. Length of Work Proposed Along Shoreline: 390, above the MHWL Linear Ft.
- c. Seawall Vertical Height: 6.0 NAVD Ft.
- d. Rip-Rap Slope: Horizontal Distance: N/A Ft.; Vertical Height: Ft.
- e. Type of Material: This will be decided at a later date, possibly vinyl or a concrete seawall.
- f. Volume N/A, above the MHWL Cubic Yards (CY) At & Below MHW/OHW

3) OTHER TYPE OF STRUCTURE: (Please Explain) N/A

**For Utility Pipeline Projects: Refer to the Engineering Standards for Submerged Land Utility Crossing*

B. DREDGING / EXCAVATION – N/A

☐ NEW WORK ☐ MAINTENANCE

1) DIMENSIONS OF AREAS TO BE DREDGED / EXCAVATED:

- a. Length: Ft. Width: Ft. ; Total Area: Sq. Ft.
- b. Depths: Existing ; Proposed
- c. Volume Above MHW ; Below MHW ; Total CY.
- d. Area Above MHW ; Below MHW ; Total Sq. Ft.

2) TYPE OF MATERIAL:

- 3) STORAGE OF MATERIAL: ☐ On-site Storage ☐ Off-site Disposal Site:

****If material is to be taken off-site, describe the method of material storage, haul routes, and specify the location with an attached Affidavit of Authorization from the disposal site's property owner, as applicable to the project. Refer to the Dredge Checklist for additional guidance.***

C. FILLING – N/A

- 1) VOLUME: Above MHW _____ ; Below MHW _____ ; Total _____ CY.
 2) AREA: Above MHW _____ ; Below MHW _____ ; Total _____ Sq. Ft.
 3) CONTAINMENT: Seawall _____ Dike _____ s _____ Other (explain): _____
 4) TYPE OF MATERIAL: _____
 5) SOURCE OF MATERIAL: ☐ On-site ☐ Off-site: _____

****Refer to the Fill Checklist for material sampling requirements and other applicable information.***

**Once all
permits are
obtained.**

6. WORK SCHEDULE: To Begin Project On: _____ And Be Completed By: **150-180 days**

REMARKS / COMMENTS FOR PROJECT: A contractor and construction schedule will be determined once the permits are issued.

SECTION III

PROJECT SITE ADJACENT RIPARIAN PROPERTY OWNERS: Please see the attached map and adjacent property owners' lists. The HCPA's office does not provide email addresses.
 (Please include Name, Address, Telephone Number, and Email)

Please see the attached "Adjacent Property Owners List".

Owner Name(s) _____

Owner Name(s) _____

Company Name/ Title _____

Company Name/ Title _____

Mailing Address _____

Mailing Address _____

City; State; Zip Code _____

City; State; Zip Code _____

Telephone Number/Email _____

Telephone Number/Email _____

****Provide mailing labels (property owner(s) name and physical mailing address) for each riparian property located within a 1,500 foot radius of the project site, pursuant to Section 25(d) of the TPA Enabling Act, Chapter 95-488.***

SECTION IV

AFFIDAVIT OF OWNERSHIP OR CONTROL of the property on which the proposed project is to be undertaken
I CERTIFY THAT: **(Must Check the Appropriate Box)**

- ☐ I am the record owner, lessee, or record easement holder of the property described below.
- ☒ I am not the record owner, lessee, or record easement holder of the property described below, but I will have the requisite property interest before undertaking the proposed project. (Please Explain in Remarks/Comments Section)

LEGAL DESCRIPTION OF PROJECT PROPERTY: (Use additional sheets, if necessary)

Please see the attached Warranty Deed dated April 13, 2004, which contains the legal description as well as the attached HCPA information sheet with the legal description.

Print Name of Owner/Applicant

Signature of Owner/Applicant

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of

☐ physical presence or ☐ online notarization, on _____ (date) by _____ (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

Notary Public

My Commission Expires

7. PUBLIC INTEREST STATEMENT

Accordingly, in the comment box provided below or attached narrative, describe how your proposed project is not contrary to the public interest based on the criteria outlined in Section II. D.1. of the Tampa Port Authority Submerged Lands Management Rules.

- a. The decision to authorize the use of Jurisdictional Lands requires a determination that such use is not contrary to the public interest, except for lands within Aquatic Resource Protection Areas, in which case it must be determined that the use is in the public interest. In all cases it will be in the responsibility of the applicant to provide evidence as to the public interest impact of the proposed activity or use.
- b. The public interest determination requires an evaluation of the probable impacts of the proposed activity on Jurisdictional Lands and the associated water body. All direct and indirect impacts related to the proposed activity as well as the cumulative effects of those impacts shall be taken into consideration. Relevant factors to be considered include: conservation, general environmental and natural resource concerns, wetlands values, cultural values, fish and wildlife values, flood hazards, floodplain values, land use, navigation, shore erosion and accretion, recreation, water supply and conservation, water quality, aesthetics, economics, public health and safety, relative extent of the public need for the proposed use or activity, reasonable alternative locations and methods to accomplish the objective of the proposed use or activity, potential detrimental effects on the public uses to which the area is otherwise suited, the effect on cultural, scenic and recreational values, and the needs and welfare of the people.

COMMENT BOX: Please see the attached "Letter of Authorization" dated June 21, 2024, executed by Scott Campbell, Vice President of South Bay CDD Holdings, Inc. to Little Harbor Investments, Inc., the applicant.

SECTION V

CERTIFICATION & AUTHORIZATION:

- a. I authorize the agent listed in Section I to negotiate modifications or revisions, when necessary, and accept or assent to any stipulations on my behalf.
- b. I understand I may have to provide any additional information/ data that may be necessary to provide reasonable assurance of evidence to show that the proposed project will comply with applicable water quality standards or other environmental standards both before construction and after the project is completed.
- c. In addition, I agree to provide entry to the project site for inspectors with proper identification or documents as required by law from the environmental agencies for the purpose of making preliminary analyses of the site. Further, I agree to provide entry to the project site for such inspectors to monitor permitted work, if a permit is granted.
- d. Further, I hereby acknowledge the obligation and responsibility for obtaining all of the local, state and federal permits before commencement of any activity.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accurate and complete. I further certify that I possess the authority to undertake the proposed activity.

Signature of Owner/Applicant

Date

NOTE: This application must be signed by the person who desires to undertake the proposed activity or by an authorized agent. If an agent is applying on behalf of the applicant who is not the property owner, **attach proof of authorization from the property owner.**

PLEASE SUBMIT COMPLETED APPLICATION, REQUIRED DRAWINGS, AND FEE(S) TO:

TAMPA PORT AUTHORITY
ATTN: ENVIRONMENTAL DEPARTMENT
1101 CHANNELSIDE DR.
TAMPA, FL 33602

SUBMERGED LAND LEASE APPLICATION

Parcel Identification Number(s) Folio Numbers **031587-0022 & 031587-0112**

Name of Applicant: **Anthony Solo, Manager, Asolo Acquisitions & Development, LLC, managing entity of Asolo Advisors, the managing entity of Little Harbor Investments, LLC, purchaser and applicant.**

Applicant's Representative (if other than applicant) **Hans Wilson & Associates, Inc.**

Contact Information (name, address, phone, fax, e-mail, etc.)

Hans J.M. Wilson

1938 Hill Avenue, Fort Myers, FL 33901

Phone: 239-334-6870 Email: johanna@hanswilson.com

Applications for submerged land leases must include the following along with this completed application form.

- (1) A processing fee as established in Section III of these rules payable to the Authority. The current processing fee is \$500. **Please see the enclosed check.**
- (2) A detailed statement describing the proposed activity. **Please see the attached "Project Description".**
- (3) A detailed statement describing the upland use and activities (i.e., commercial marina, restaurant, private single-family, private multi-family (include the number of upland dwelling units), etc.). For projects involving boat ramps provide the number of existing and proposed additional trailer parking spaces. For projects involving dry storage facilities, provide the number of existing and proposed storage spaces. If the uplands are undeveloped, please advise as to when development is anticipated and provide evidence of local approval for the development plans, including the number of approved upland units. **Please see the attached "Project Description".**
- (4) A recent aerial photograph with the project site clearly marked. **Please see the attached drawing set.**
- (5) Evidence of title to or leasehold interest in the riparian upland property. Please see the attached "Deed". **Please see the attached "Warranty Deed" to South Bay Community Development District, dated April 13, 2004.**
- (6) A complete copy of any State or Federal permit or exemption for the proposed activity of use. **This item is forthcoming.**
- (7) Evidence of local approval, which must include a statement that the proposed activity is consistent with the local governments comprehensive plan. **This item is forthcoming.**

SUBMERGED LAND LEASE APPLICATION

- (8) If a docking facility is proposed, provide the following:
- (a) Number of existing and proposed slips. **Existing: None, Proposed: 12**
 - (b) Maximum number of slips (including marginal mooring) and maximum number of vessels (including vessels to be marginally moored) that would be authorized to moor at a facility at any given time. **Twelve (12)**
 - (c) Type of vessels expected to use the facility (e.g. sailboats vs. powerboats). **Recreational vessels, including powerboats and sailboats.**
 - (d) Length and draft of vessels expected to use the facility. **14'w x 50'l maximum. The 50' maximum length includes the overall length of all parts and accessories such as outboard motors, bow pulpits, and swim platforms.**
 - (e) Water depths in the area of the facility and out to the primary navigation channel. Depth data should reference mean low water for tidal waterbodies and current water levels for non-tidal waterbodies. **6' to 7'MLW**
 - (f) The location and extent of any submerged vegetation in the area of the facility. **Please see the attached "Proposed Dock Plan" and Parcel I Dock Details".**
 - (g) The width of the waterbody at the project site. **N/A the site is located in Middle Tampa Bay; the waterbody is wide open.**
 - (h) The location of any navigational obstructions (e.g. islands, sandbars or shoals) in the vicinity of the project site. **None**
 - (i) If a condominium is involved, provide a copy of the recorded Declaration of Condominium, prospectus and plot plan, which relate to the proposed docking facility, including any special conditions associated with the submerged lands lease. **Please see the attached document.**
- (9) A list of names and addresses of all riparian property owners within a 500-foot radius of the proposed activity, verified by the County Property Appraisers Office that those names came from the latest tax assessment rolls. The Authority shall notify these property owners of the proposed lease activity prior to the Public Hearing. **Please see attachment titled "Adjacent Property Owners".**
- (10) For projects in an Aquatic Resource Protection Area, provide a sealed drawing showing the condition of the shoreline adjacent to the lease area and for 1,000 feet on each side of the lease area. **N/A**

SUBMERGED LAND LEASE APPLICATION

- (11) Three 8 ½" X 11" prints of a field survey of the proposed lease area. If the original survey is larger than 8 ½" x 11" then also submit three copies of the original size drawing for ease of review. All copies must be dated, signed (original signatures) and sealed by a person licensed by the Florida Board of Professional Surveyors and Mappers and must meet the Minimum Technical Standards as outlined in Chapters 61G17, F.A.C. In addition, the survey must also include the following: **This item is forthcoming.**
- (a) The boundaries of the leased area must depict the Sovereignty Lands affected by the activity such as docks and other structures, temporary and permanent mooring areas, and turning basins. If the area of activity is required to be moved waterward to avoid dredging or disturbance of nearshore habitat, a reasonable portion of the nearshore area that is not impacted by structures may be deleted from the preempted area. The lease boundaries shall be extended to accommodate the largest vessels to be moored. The landward extent of the proposed lease area must be mean high-water line, ordinary high-water line, or safe upland line. If a safe upland line is used the survey must show the apparent shoreline. For non-tidal waterbodies which do not have an established ordinary high-water line, the apparent shoreline may be used as the lease boundary line only if use of a safe upland line would result in an unreasonable delineation of the lease area.
 - (b) The size and dimensions of all proposed and existing structures, including mooring pilings, located within the parcels sought.
 - (c) The applicant's upland property lines and associated riparian boundary lines.
 - (d) The distance from proposed structures/activity area to the projected riparian lines.
 - (e) The linear footage of the applicant's shoreline which borders Sovereignty Lands.
 - (f) Structures (docks, piers, pilings, etc.) existing within 100 feet of the applicant's proposed lease area.
 - (g) A legal description of the lease area which references the section, township, range, county and name of the affected waterbody and includes the total square footage of the parcel sought. It is not required that the land boundary be monumented. However, the lands lease boundary must be tied to two found or set upland monuments and must be labeled on the survey sketch. The legal description must be provided on a separate sheet if it is not clearly legible when reduced to 8 ½" X 11" paper.

SUBMERGED LAND LEASE APPLICATION

- (h) If privately-owned lands lie adjacent to the Authority-owned lands parcel sought, the boundary line of the privately-owned parcel must be shown and, if conveyed by Authority Deed or State of Florida Deed, the Deed Number must be included.
- (i) For projects in an Aquatic Resource Protection Area, the survey must indicate water depth within the lease area and out to the navigation channel.

(12) **Public Hearing**

All leases shall require a public hearing conducted pursuant to the requirements of section 7(a) of the Enabling Act. **This is understood.**

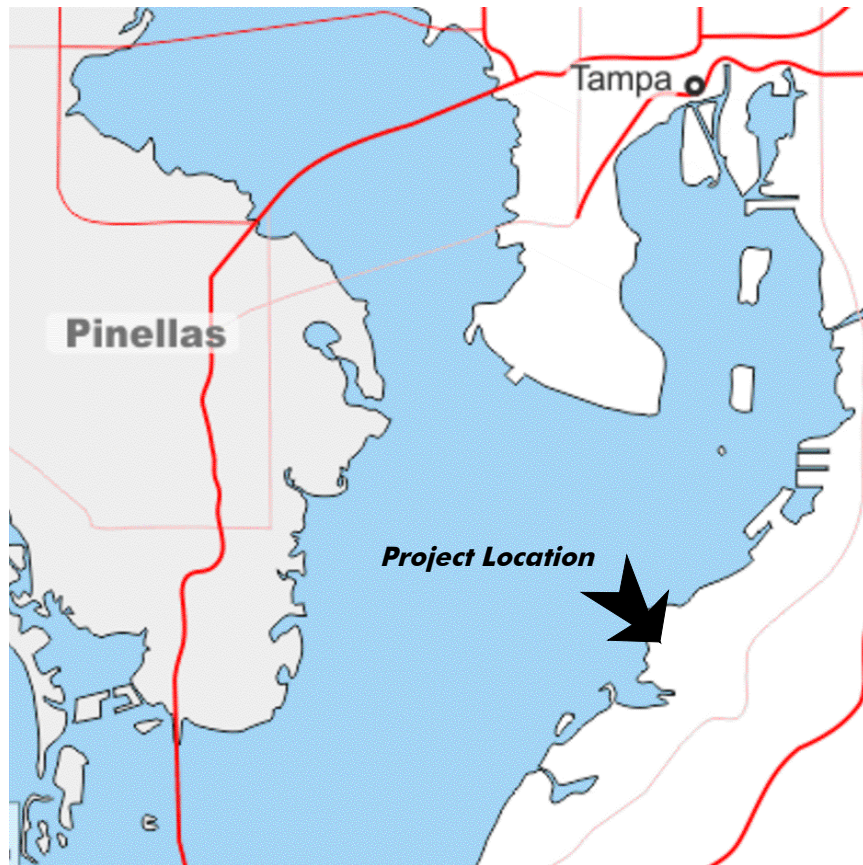
(13) **Approval**

The Board of the Authority must approve all leases. **This is understood.**

SECTION: 02
TOWNSHIP: 32 S
RANGE: 18 E

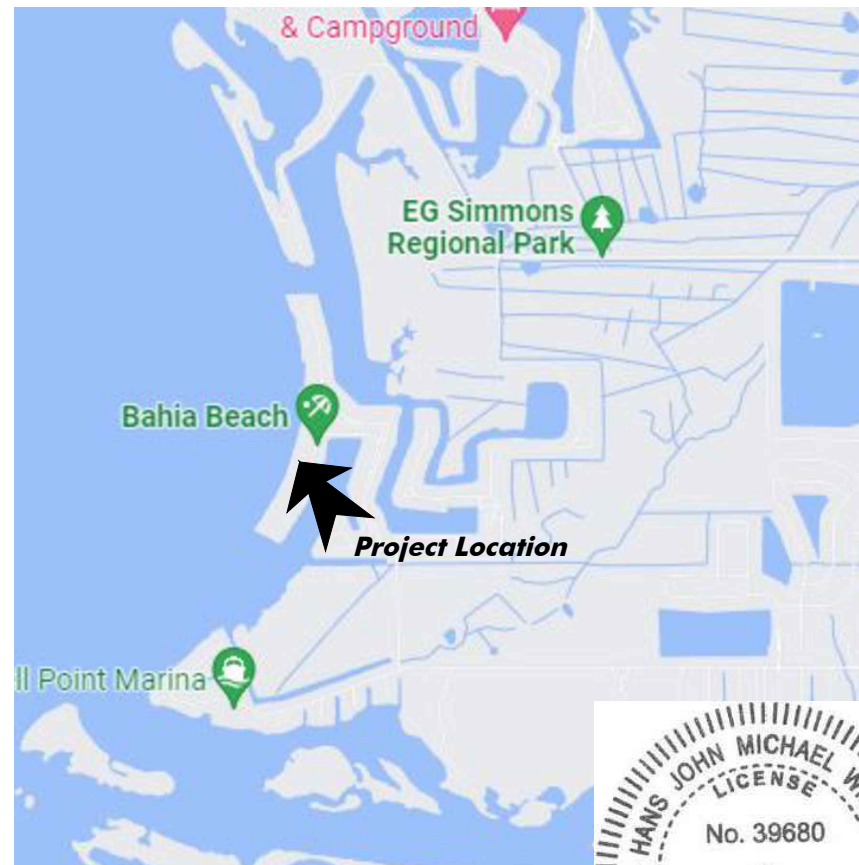
0 2.5 5
SCALE MILES

0 1250 2500
SCALE FEET



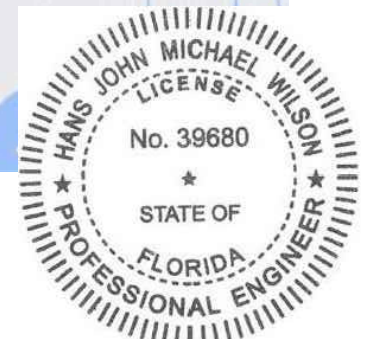
Vicinity Map

SCALE: 1" = 5 mi.



Location Map

SCALE: 1" = 2,500'



HANS J.M. WILSON
REGISTERED PROFESSIONAL ENGINEER
FLORIDA REGISTRATION NO. 39680
CA. LIC. NO. 8519
DATE: April 10, 2025 3:47:33 p.m.
Drawing: SOLOT1MASTERMARINA.DWG

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PERMIT PLANS, NOT FOR CONSTRUCTION



1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

4-1-25

CAM

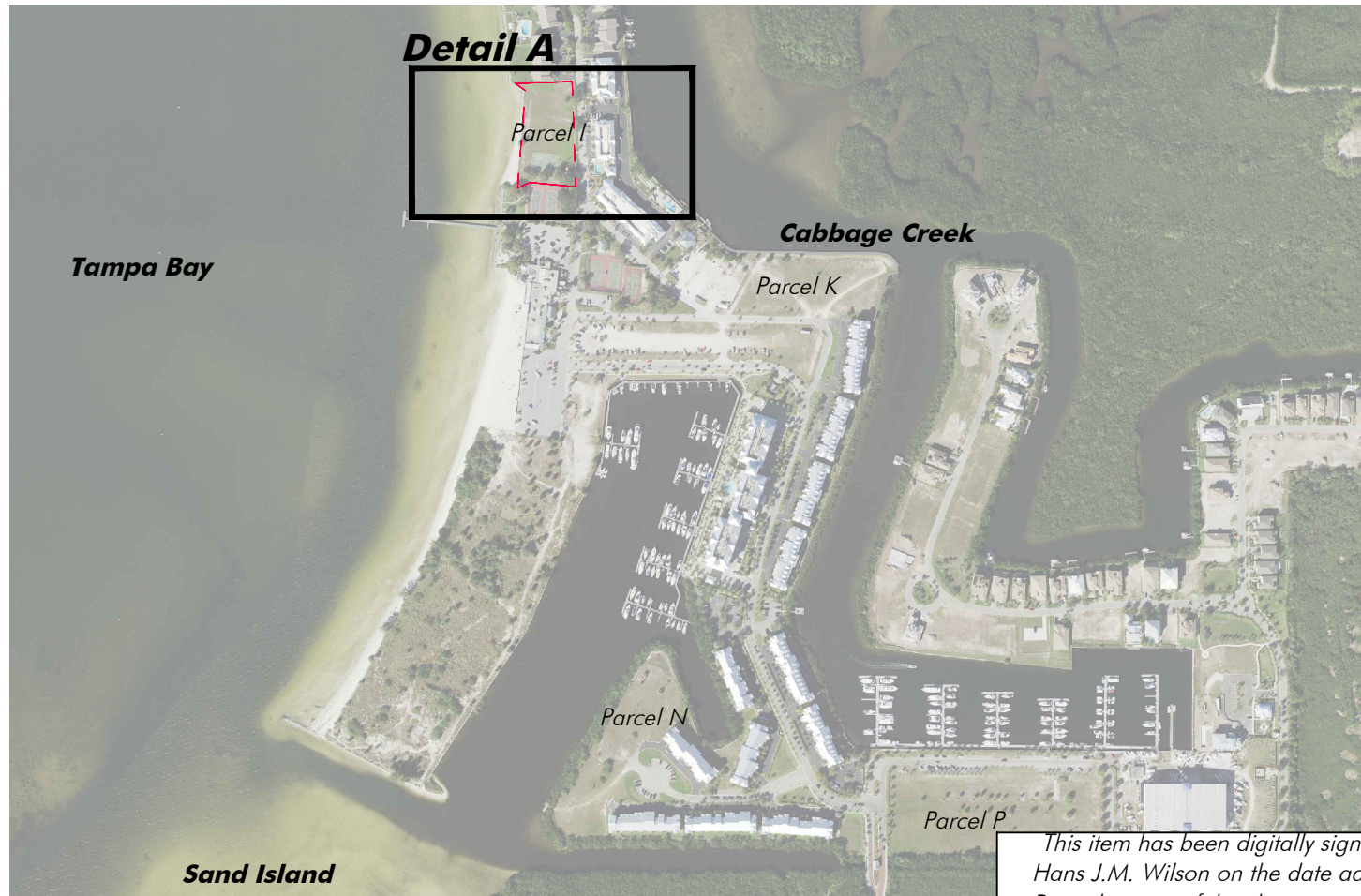
Little Harbor Investments, LLC

SHEET
1/9

SECTION: 02
TOWNSHIP: 32 S
RANGE: 18 E

Hillsborough County Aerial 2020

Agenda Page 28
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SCALE FEET



Note: Field work completed 6-9-2023 by Hans Wilson and Associates, Inc. All topographic elevations reference NAVD88. Bathymetric survey references Tide Station 872-6384. MHW @ 0.32' NAVD and MLW @ -1.23' NAVD.

Overall Aerial

SCALE: 1" = 600'

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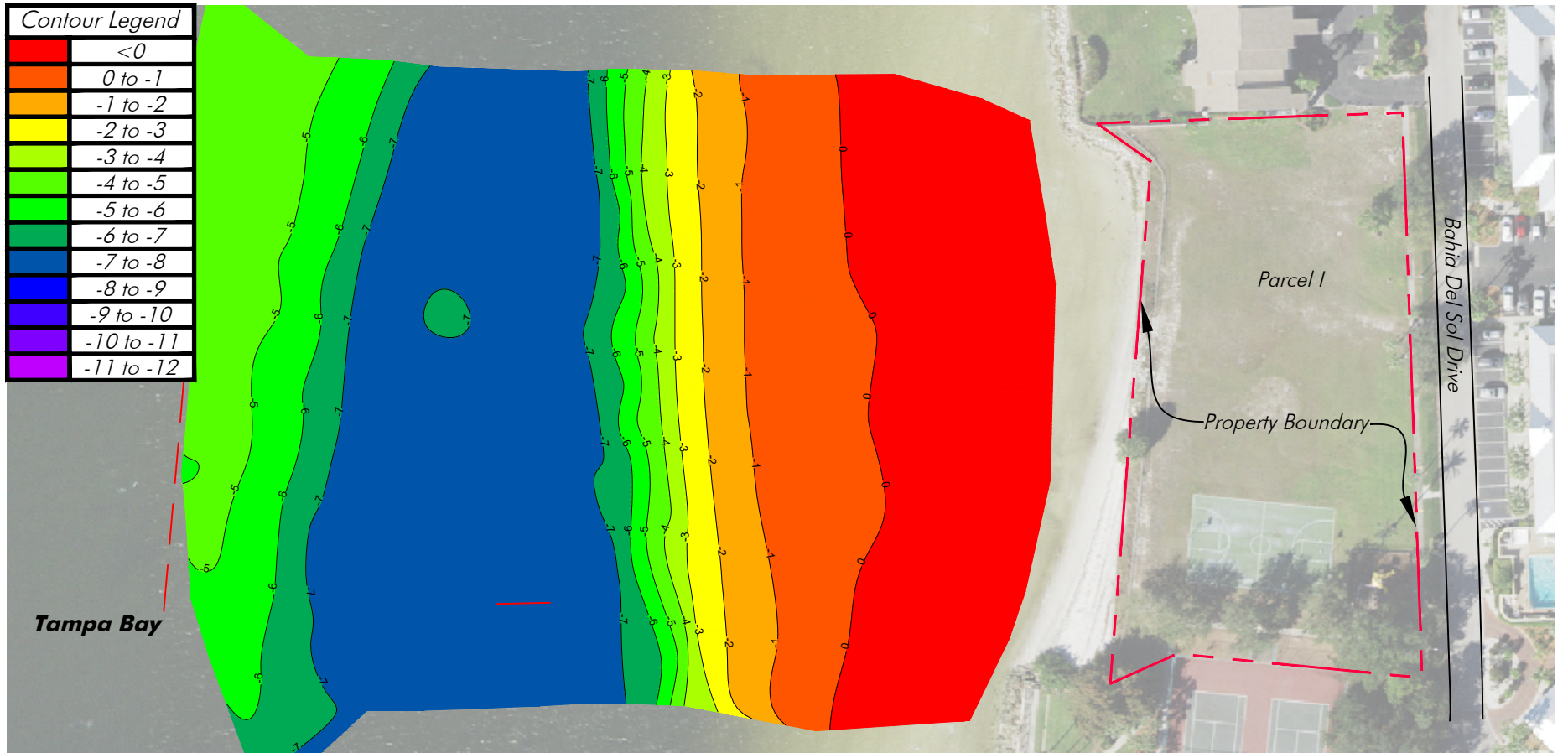
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SECTION: 02
TOWNSHIP: 32 S
RANGE: 18 E

Hillsborough County Aerial 2020

Agenda Page 20
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SCALE FEET

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	-6 to -7
	-7 to -8
	-8 to -9
	-9 to -10
	-10 to -11
	-11 to -12



Detail A - Bathymetry Survey

SCALE: 1" = 100'

Note: Field work completed 6-6-23 by Hans Wilson and Associates, Inc. All topographic elevations reference NAVD88. Bathymetric survey references MLW @ -1.23' NAVD per DEP Tide Station 872-6384. MHW @ 0.32' NAVD Upland survey information provided by GeoPoint Surveying, Inc. dated 7-19-23.

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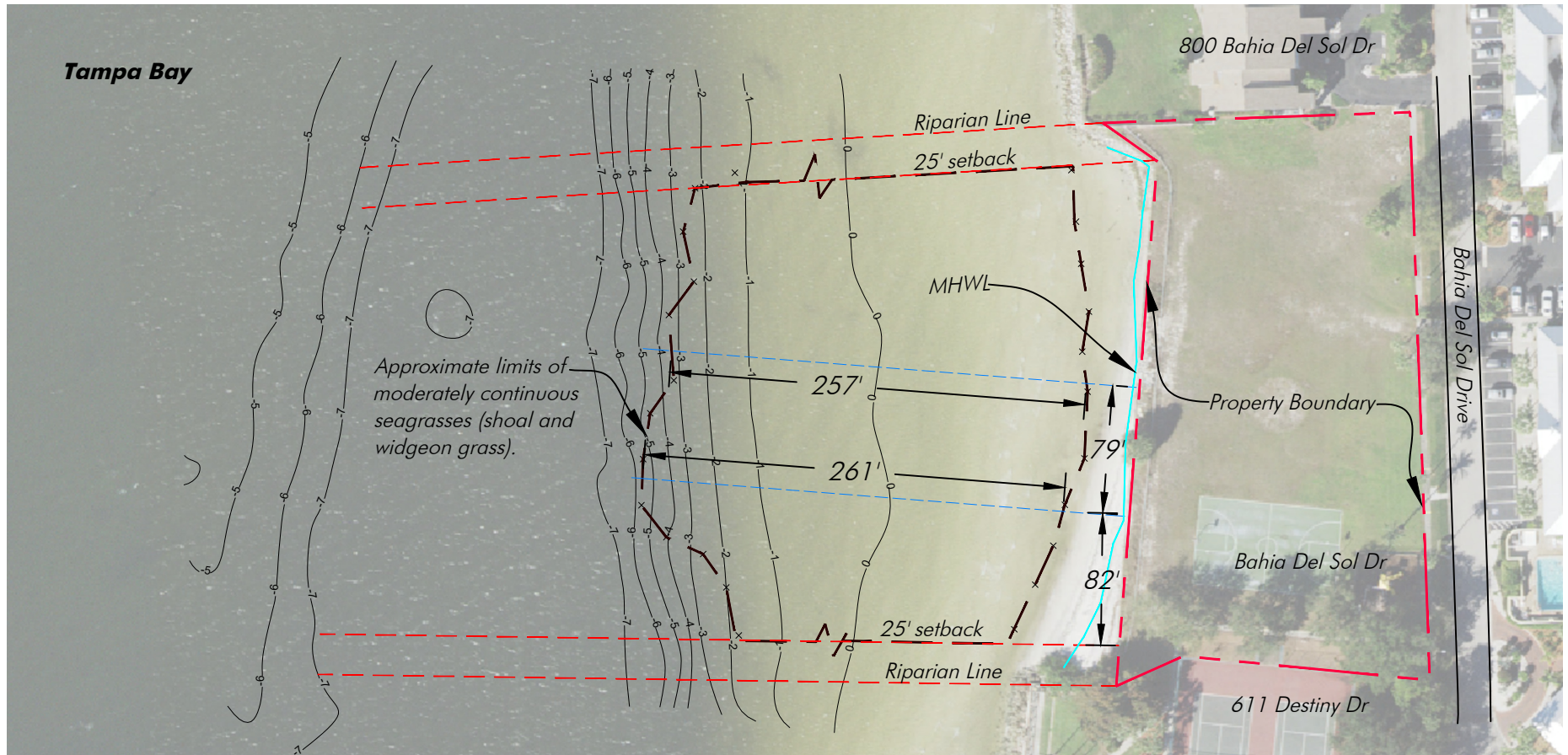
Little Harbor Investments, LLC

SHEET
3/9

SECTION: 02
TOWNSHIP: 32 S
RANGE: 18 E

Hillsborough County Aerial 2020

Agenda Page 46
0 50 100
SCALE FEET



Benthic Survey

Detail A - SCALE: 1" = 100'

Note: Field work completed 6-6-23 by Hans Wilson and Associates, Inc. All topographic elevations reference NAVD88. Bathymetric survey references MLW @ -1.23' NAVD per DEP Tide Station 872-6384. MHW @ 0.32' NAVD Upland survey information provided by GeoPoint Surveying, Inc. dated 7-19-23.

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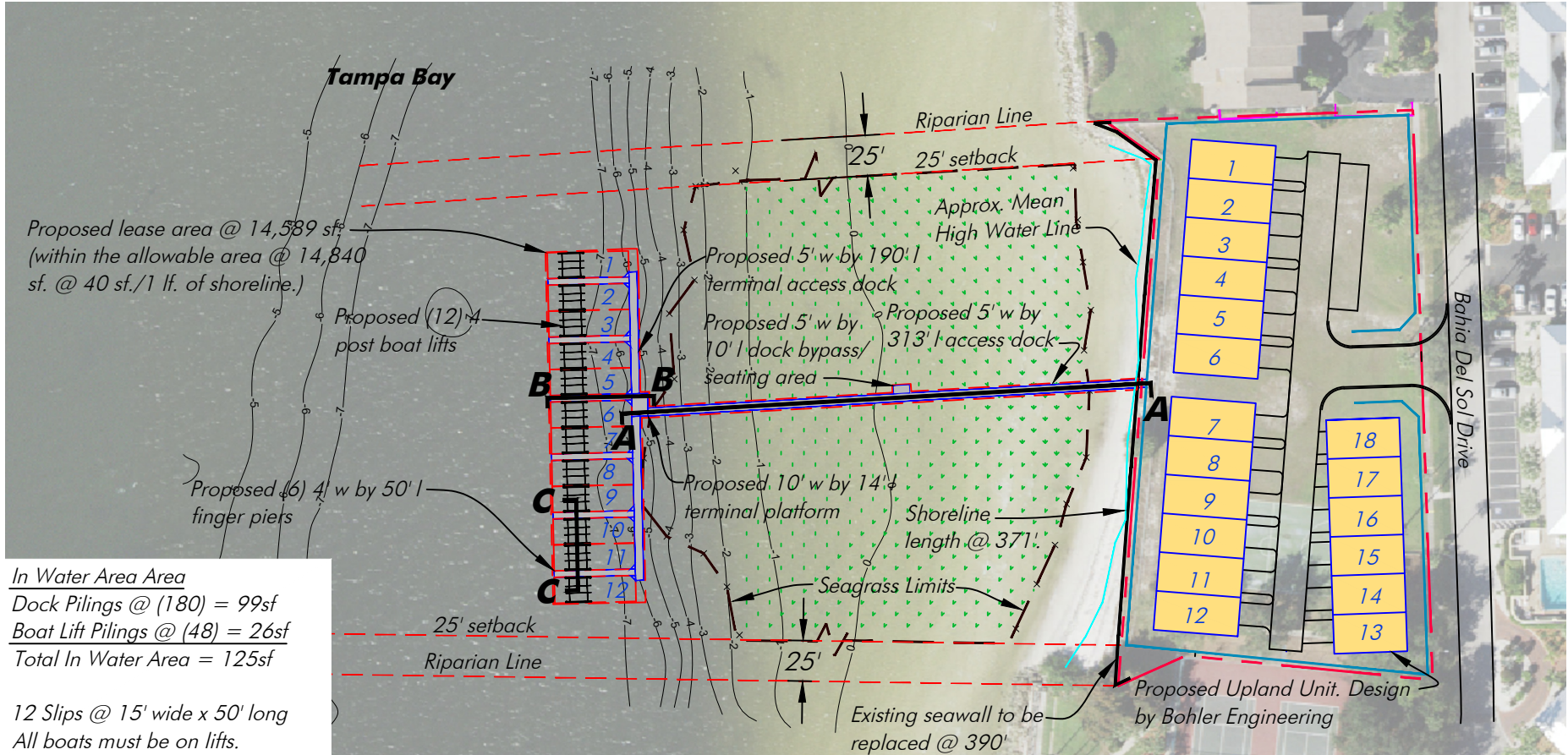
Little Harbor Investments, LLC

SHEET
4/9

SECTION: 02
TOWNSHIP: 32 S
RANGE: 18 E

Hillsborough County Aerial 2020

Agenda Page 44
0 50 100
SCALE FEET



Detail A - Proposed Dock Plan

SCALE: 1" = 100'

Note: Field work completed 6-6-23 by Hans Wilson and Associates, Inc. All topographic elevations reference NAVD88. Bathymetric survey references MLW @ -1.23' NAVD per DEP Tide Station 872-6384. MHW @ 0.32' NAVD Upland survey information provided by GeoPoint Surveying, Inc. dated 7-19-23.

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HJMw

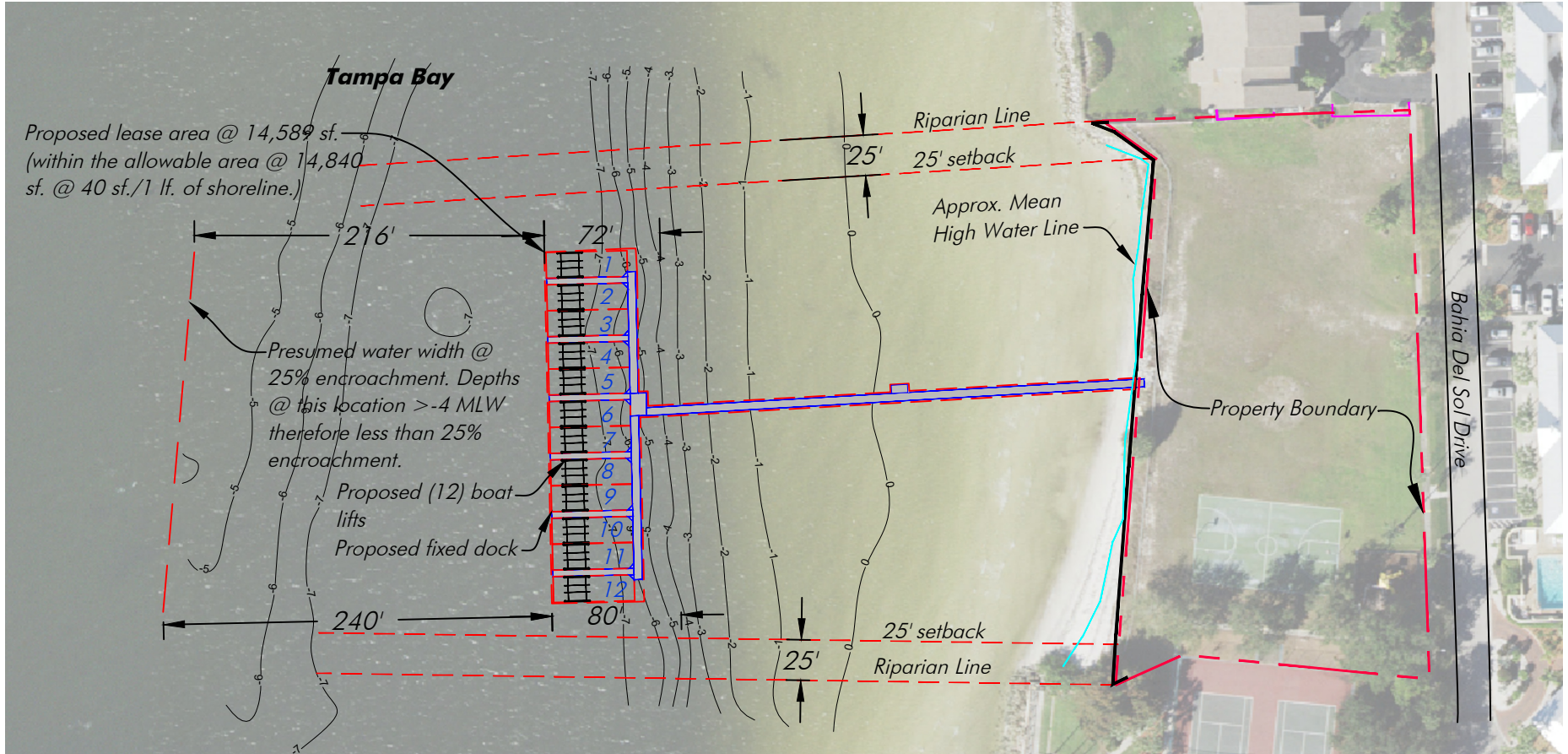
Little Harbor Investments, LLC

SHEET
5/9

SECTION: 02
TOWNSHIP: 32 S
RANGE: 18 E

Hillsborough County Aerial 2020

Agenda Page 49
0 50 100
SCALE FEET



Detail A - Proposed Sovereign Submerged Lands Lease

Note: Field work completed 6-6-23 by Hans Wilson and Associates, Inc. All topographic elevations reference NAVD88. Bathymetric survey references MLW @ -1.23' NAVD per DEP Tide Station 872-6384. MHW @ 0.32' NAVD Upland survey information provided by GeoPoint Surveying, Inc. dated 7-19-23.

SCALE: 1" = 100'

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4-10-25

CAM

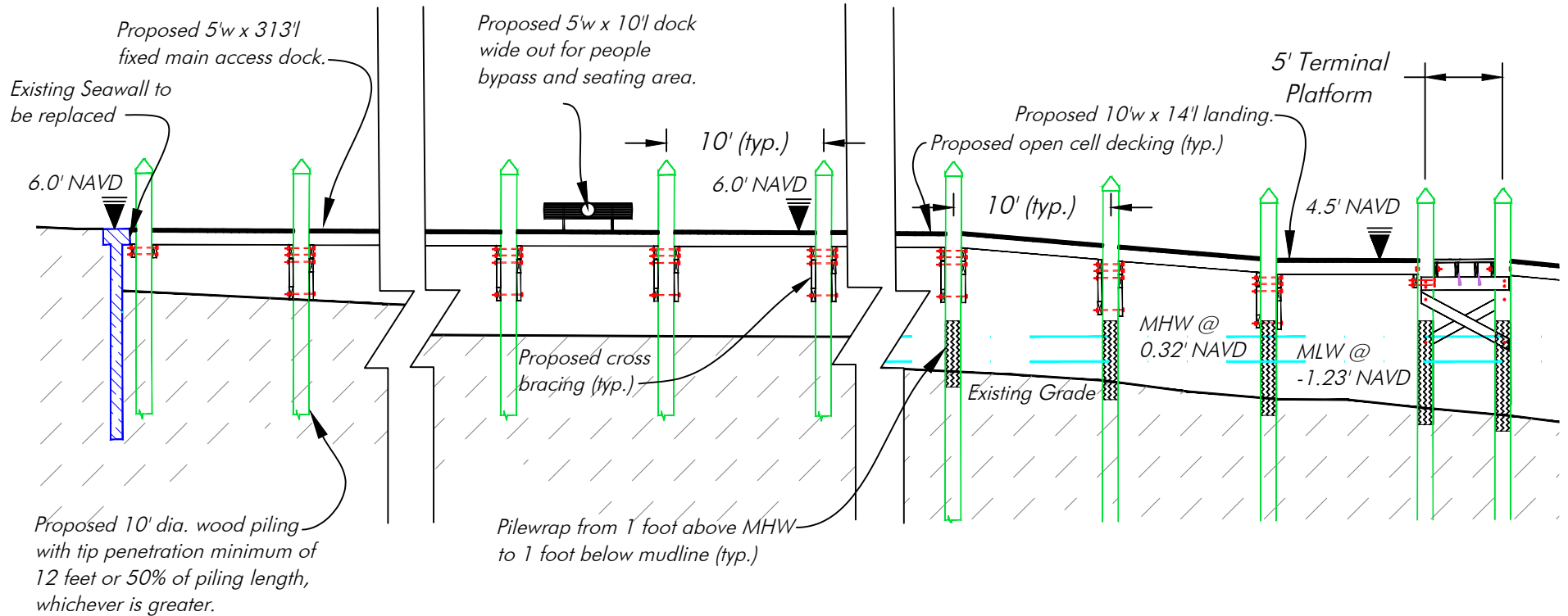
Little Harbor Investments, LLC

SHEET
6/9

SECTION: 02
TOWNSHIP: 32 S
RANGE: 18 E

Agenda Page 42
0 5 10
SCALE FEET

Proposed open cell decking
Proposed 3" x 8" stringers.
Proposed 2" x 10" cap boards
All fasteners $\frac{5}{8}$ " dia. SS allthread



Cross Section A-A

SCALE: 1" = 10'

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REGISTERED PROFESSIONAL ENGINEER
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CA. LIC. NO. 8519
DATE: April 10, 2025 3:47:33 p.m.
Drawing: SOLOT1MASTERMARINA.DWG

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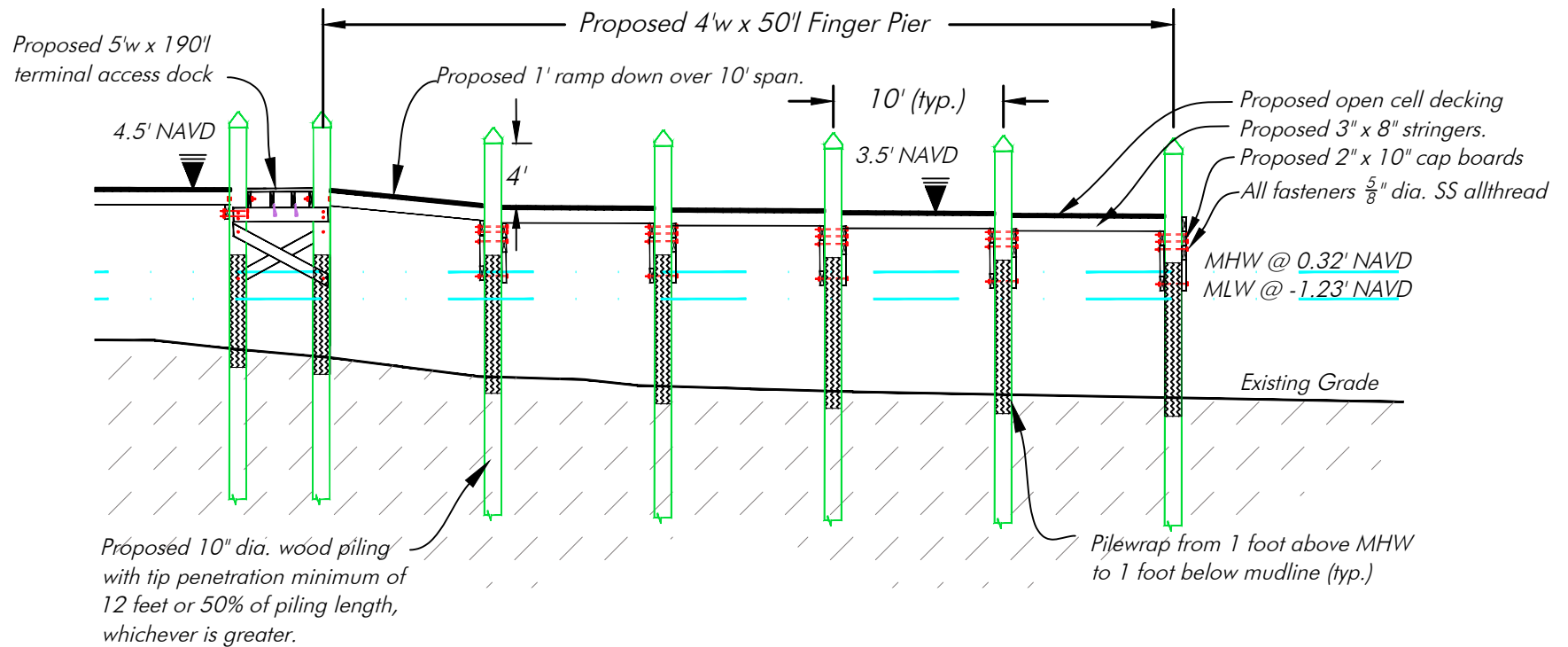
HJMW

Little Harbor Investments, LLC

SHEET
7/9

SECTION: 02
TOWNSHIP: 32 S
RANGE: 18 E

Agenda Page 44
0 5 10
SCALE FEET



Cross Section B-B

SCALE: 1" = 10'

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REGISTERED PROFESSIONAL ENGINEER
FLORIDA REGISTRATION NO. 39680
CA. LIC. NO. 8519
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Drawing: SOLOT1MASTERMARINA.DWG

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1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

4-1-25

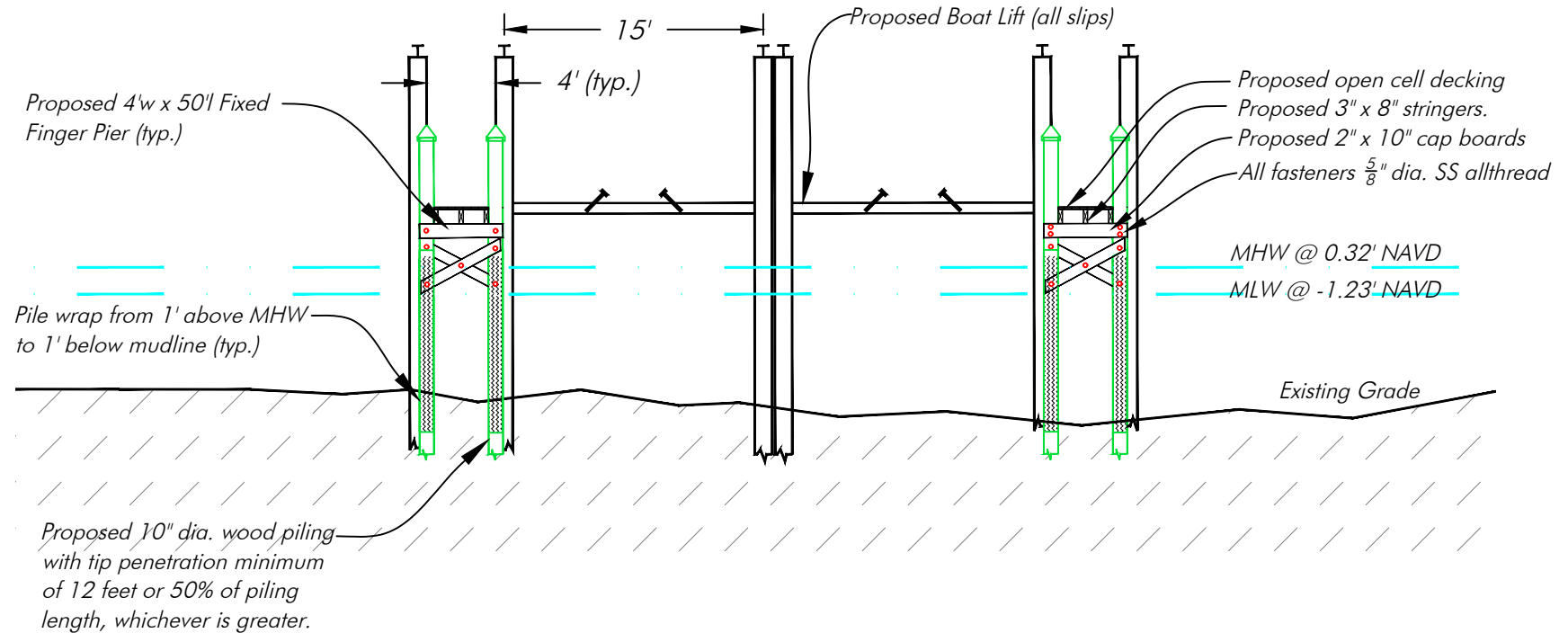
HJMW

Little Harbor Investments, LLC

SHEET
8/9

SECTION: 02
TOWNSHIP: 32 S
RANGE: 18 E

Agenda Page 45
0 5 10
SCALE FEET



Cross Section C-C

SCALE: 1" = 10'

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1938 Hill Avenue, Fort Myers, Florida 33901
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MARINE and ENVIRONMENTAL CONSULTANTS

4-1-25

HJMW

Little Harbor Investments, LLC

SHEET
9/9

Little Harbor Investments, LLC.

Via E-Mail

August 5, 2025

South Bay CDD
c/o Seller
Inframark (District Office)
11555 Heron Bay, Suite 201
Coral Springs, FL 33076

CC: Ian Brown, Scott Campbell, Mary Madden, Stephen Herrera, John Aldrich, Christina Newsome, David Smith, Rick Brylanski

RE: Request for Land Purchase within South Bay CDD at August 13, 2025 Board Meeting

South Bay CDD,

Enclosed please find a formal Letter of Intent to purchase land within the South Bay CDD. This LOI sets forth the general terms and conditions under which Buyer intends to purchase from Seller, and Seller intends to sell to Buyer, the real property identified as Folio Nos. 031587-0019 and 031587-0020 located within Hillsborough County, Florida (the "Property"). This LOI is non-binding but is intended to serve as the basis for the preparation and negotiation of binding legal agreements, including a Purchase and Sale Agreement and related easement documents.

Property Legal:

The Property consists of the two parcels identified by Hillsborough County Property Appraiser Folio Nos. 031587-0019 and 031587-0020, together with any appurtenant rights, entitlements, and access easements necessary for redevelopment, subject to final legal descriptions and survey.

Transaction Description:

The buyer intends to seek approvals for the purchased land, which may include zoning determination for uses and densities within the Little Harbor PD. Modifications may be required to the "PD" for clarity and/or to incorporate the CDD land into the master plan as may be required by Hillsborough County.

Purchase Price & Use of Proceeds:

The final purchase price shall be mutually agreed upon during the negotiation of the Purchase and Sale Agreement.

The Parties acknowledge that proceeds from the sale shall be used exclusively to retire a pro-rata portion of the District's outstanding bonds, as determined by an independent bond retirement valuation. The transaction is not intended to yield profit to the District but to

reduce its long-term debt obligations and infrastructure responsibilities.

Inspection Period:

90 days

1st Escrow Deposit:

To be determined.

Approval Period:

18 months from the expiration of the inspection period

Extension Period:

90 days

**Conditions Precedent
To Closing:**

As conditions precedent to closing, the following conditions shall apply.

- 1) First, Government Approvals satisfactory to the Buyer for all approvals and permitting for the Buyers intended use.
- 2) Second, the full cooperation from the Seller such that Buyer can make application and obtain Governmental Approvals and permits without objection for their intended use, execute any necessary documents for such approvals, execute at closing any documents necessary to memorialize all approvals, including but not limited to, modifications to the planned development, site plan, plat, utility plans, SWFMD storm drainage, abandonment of easements, re-establishment new easements, FEMA flood map revisions: all at Buyer's expense.
 - a. Bond Retirement Valuation: Completion of valuation and legal description/sketch.
 - b. Legal Documentation: Preparation and execution of:
 - i. Purchase and Sale Agreement
 - ii. New or reassigned Beach Access Easement(s)
 - iii. New or reassigned Pier Access Easement
 - iv. Easement Abandonment or Relocation documents including adjacent parcels
 - c. Infrastructure Coordination: Coordination with District Engineer to:
 - i. Identify existing District-owned infrastructure within the Property
 - ii. Determine removal, relocation, or replacement requirements
 - iii. Distinguish between public and private infrastructure responsibilities
 - iv. Subject area to be surveyed by the Buyer no later than 30 days after the expiration of the inspection period.

Closing Date: Closing shall be thirty (30) days after final non-appealable approvals and permits issued. Notwithstanding anything else in the agreement, the closing date or termination of this agreement shall not exceed twenty-four (24) months from the full execution of the Purchase and Sale Agreement.

Title: Seller shall provide a title policy within 30 days of an executed purchase and sale agreement.

Cooperation of the Parties: The Parties agree to work in good faith to adhere to the following general timeline:

- 1) CDD Board Approval: Formal approval by the District's Board of Supervisors by September 10, 2025.
- 2) Drafting Period: Within (30) business days of execution of this LOI, Buyer shall submit draft documents for Seller's review.

We look forward to our continued discussions and successfully concluding this transaction.

Sincerely yours,

Tony Solo

**Little Harbor Investments, LLC
and or assigns (Buyer)**

South Bay CDD (Seller)

Anthony Solo

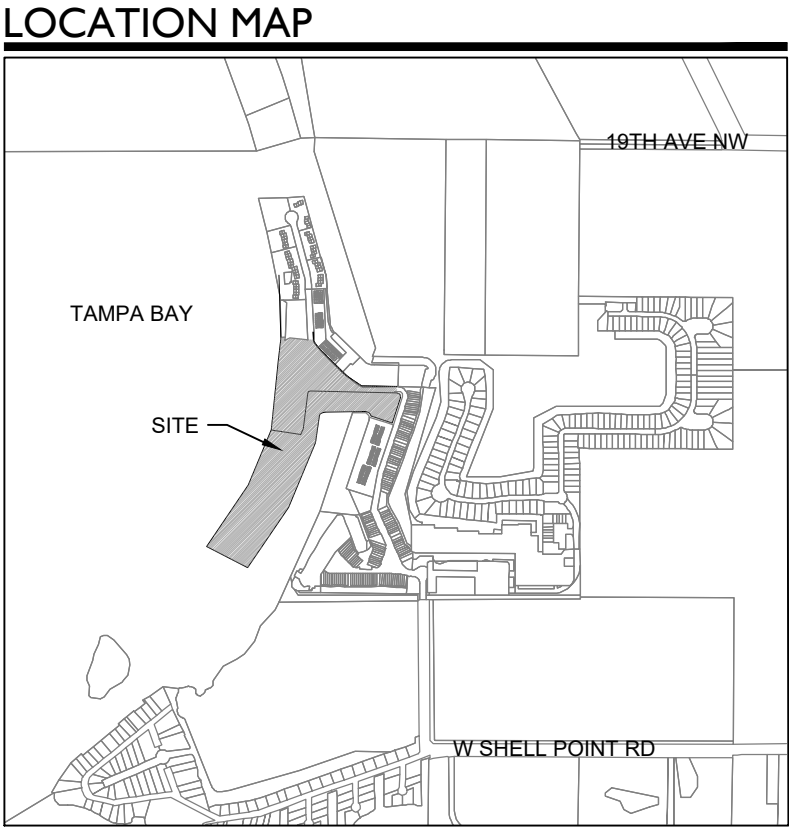
By: Anthony Solo, Managing Partner

By:

Date: 8/6/2025

Date: _____

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PLOTTER BY: KIMBER CLARKE
DRAWING: P114401-114400 Bahia Bay W\PLAN\CAD\114400_01 SITE.dwg



LEGEND

--- EXISTING LIMITS

DRAFT
20250707

Agenda Page 49	
	BY
	REVISION
	DATE
	No.
PHONE NO.	
ADDRESS	
WGInc.com	
WGI	
PRELIMINARY	
NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.	
PREPARED UNDER THE SUPERVISION OF WGI, INC.	
INITIAL SUBMITTAL JANUARY 00, 2023	
BAHIA BAY	
BAHIA BEACH BLVD	
HILLSBOROUGH COUNTY, RUSKIN, FLORIDA	
EXHIBIT	
SHEET	
EXH-2	
01 OF 01	
PROJECT# 114400.00	

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTH BAY COMMUNITY DISTRICT ADOPTING SECTION 9.0 OF THE RULES RELATING TO AN APPLICATION PROCESS FOR SEAWALL REPAIRS REIMBURSEMENT; PROVIDING PROPERTY OWNER FINDINGS; ADOPTING PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Bay Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Ordinance No. 0417, as amended, being situated entirely within Hillsborough County, Florida; and,

WHEREAS, the Board of Supervisors of the District ("Board") is authorized by the Act to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, Florida Statutes; and,

WHEREAS, the Board previously adopted Rules of Procedure for the South Bay Community Development District that further outline the process for rulemaking proceedings; and,

WHEREAS, pursuant to Section 2.0 of the Rules of Procedure, the Board of Supervisors authorized and advertised a public hearing to consider the adoption of rules relating to the property owner application process for seawall repairs; and,

WHEREAS, the Board had not previously adopted such a rule; and

WHEREAS, the Board of Supervisors has held public hearing on September 10, 2025, received public comment, and after due consideration, has decided to adopt the proposed addition to the rules as set forth in Exhibit "A" attached to and incorporated in this Resolution.

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

Section 1. Findings. The Board hereby incorporates the above-stated Recitals as legislative findings of the Board into this Resolution.

Section 2. Amendment of the District Rules by addition of Section 9.0; Adoption of Seawall Repairs Reimbursement Request Process. The Board hereby adopts new Section 9.0 in its Rules of Procedures to be entitled "Rules Relating to Property Owner Application Process for Seawall Repairs Reimbursement" (hereafter "Seawall Repairs Reimbursement Policy") by creating a new section and adopting a request process, a copy of which is attached hereto as Exhibit A.

Section 3. Incorporation into Rules of Procedure. The District Secretary is directed to incorporate and codify these rules into the Rules of Procedure.

Section 4. Resolution of Conflicts. To the extent of any conflict between the language of this resolution and any other Board resolution, this resolution shall control.

Section 5. Severability. If any provision or portion of this Resolution is declared by any court of competent jurisdiction to be void, unconstitutional. or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED, AND EFFECTIVE THIS ____ DAY OF _____, 2025.

ATTEST:

SOUTH BAY COMMUNITY
DEVELOPMENT DISTRICT

By _____
Secretary/Assistant Secretary

By: _____
Chairperson, Board of Supervisors

APPROVED AS TO FORM & LEGALITY:
:

By: _____
District Counsel

EXHIBIT A

The Board of Directors for South Bay Community Development District (“District”) hereby adopt the following Seawall Reimbursement Request Process on this 10th day of September, 2025 pursuant to Resolution Number R-2025-08

I. Clearance in Advance is Preferred.

The best way to insure that a seawall repair, replacement or maintenance expense a property owner incurs is reimbursable by the District is to obtain District approval ahead of time. In order to do so, a property owner must submit appropriate plans and specifications and provide all the other relevant information establishing that the subject improvement is necessary, consistent with the construction, design and approach of the District for seawall repair, replacement or maintenance and that the costs incurred are within a reasonable scope for those that would have been incurred by the District. Submittals will be required as determined by the District Engineer to be necessary to make the required findings. Such advance notification would include copies of any plans and specifications pertaining to the design, construction materials, location and overall construction process for any such seawall repair, replacement or maintenance ensuring that such work is going to be adequate for the job, consistent with contiguous seawalls and does not contain any embellishments or elaborations beyond what the District would construct if it were completing the seawall repair, replacement or maintenance.

II. Without Advance Approval.

If a property owner does not have advance written approval the owner is going to have to provide the information, data and details of the improvements, repairs or replacements made sufficient to allow the District to determine whether the work was necessary, whether the timing of the work was consistent with appropriate considerations for seawall reserve, maintenance and sufficiency and that the construction and repair of the seawall did not create any excess costs, expense and design criteria that were beyond what the District would have provided had it completed the work. Any such submittal must have sufficient financial detail showing the costs incurred, the design and construction’s compliance with the design and construction guidelines, any applicable permits and engineer’s reports or summaries containing proof and guarantee of the completion of the project consistent with the documentation submitted. The adequacy of any such submittals shall be determined by the District Engineer.

It will be incumbent upon the applicant seeking reimbursement to provide sufficient evidence to establish that all the criteria described in the preceding sections of this process have been accomplished in order to obtain reimbursement. Also, any approved reimbursement will almost in every instance be paid through a credit against future assessments for seawall repairs, replacement and maintenance only. It is unlikely that there will be a lump sum payment, but the Board of Directors reserves the right to provide accelerated payments in an instance in which they believe it serves the purposes of fairness and equity for the applicant and the remaining residents of the District. There will be no requirement to accommodate or address present value or interest related to the time

differential of the expenditure by the property owner and the reimbursement via assessment credit or otherwise, provided by the District.

Adjustments in any credit to be provided will be pursuant to the determination of the necessity of the work, the requirements for timing of the repair, the design, construction materials and contractors utilized, and the adequacy of the design and construction all of which shall be reduced for any negative impacts causing expenses or damage to other property owners or the District. Such determinations will be made pursuant to the below-described Review Process, as determined by the District Engineer.

III. Review Process

The application and associated submittals should be filed with the District Engineer. The District Engineer will make the appropriate determinations and make a decision regarding the appropriateness and the amount of any seawall construction/repair that is eligible for reimbursement. Any appeal of the determination by the District Engineer may be submitted to the Board or a committee appointed by the Board. The burden of proof in every instance will be on the property owner seeking reimbursement with regard to each of the components described above. The property owner must submit a complete package of plans and work description as described herein in order to have it reviewed by the District Engineer. If the District Engineer determines there are any deficiencies or shortfalls in the material, data or evidence provided the District Engineer will notify the property owner and give the property owner up to thirty (30) days to provide the missing information for review. The failure to timely provide any missing information would result in the reimbursement request being rejected and returned to the property owner for subsequent submittal. All findings and decisions shall be in the discretion of the District Engineer's reasonable professional judgment.

There will be an application fee to defray the costs of reviewing any such request and the amount shall be the greater of \$_____ or _____% of the total amount of the reimbursement requested.

The determination by the District Engineer can be appealed by the property owner to the full Board or committee formed by the Board. Determination by the full Board, or applicable committee, will be the final determination of the reimbursement amounts to be credited, or paid, to any individual property owner.

Given the duration and timing of most seawall repairs, obtaining a full payment of credit pursuant to this process could take a significant period of time. Accordingly, the best way to proceed is to obtain advance approval.



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

South Bay Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects over 1,000 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

South Bay Community Development District
c/o Inframark Management Services - Wesley Chapel 2654 Cypress Ridge Blvd., Suite 101
Wesley Chapel, FL 33544

Term: October 1, 2025 to October 1, 2026

Quote Number: 100125740

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$325,000
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$242,000

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery	\$2,500	Included
TRIA		Included

*Except for Zones A & V (see Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$4,819

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$1,000,000 each claim/annual aggregate
Fraudulent Instruction: \$250,000



PREMIUM SUMMARY

South Bay Community Development District
c/o Inframark Management Services - Wesley Chapel 2654 Cypress Ridge Blvd., Suite 101
Wesley Chapel, FL 33544

Term: October 1, 2025 to October 1, 2026

Quote Number: 100125740

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$4,819
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$5,775
Public Officials and Employment Practices Liability	\$4,885
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$15,479

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2025, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

South Bay Community Development District

 (Name of Local Governmental Entity)

By: _____
 Signature

 Print Name

Witness By: _____
 Signature

 Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2025

By: _____
 Administrator



PROPERTY VALUATION AUTHORIZATION

South Bay Community Development District
c/o Inframark Management Services - Wesley Chapel 2654 Cypress Ridge Blvd., Suite 101
Wesley Chapel, FL 33544

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

<input checked="" type="checkbox"/>	Building and Content TIV	\$325,000	As per schedule attached
<input checked="" type="checkbox"/>	Inland Marine	\$242,000	As per schedule attached
<input type="checkbox"/>	Auto Physical Damage	Not Included	

Signature: _____ Date: _____

Name: _____

Title: _____



South Bay Community Development District

Policy No.: 100125740
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value
	Address		Const Type	Term Date	Contents Value	
	Roof Shape	Roof Pitch		Roof Covering		
1	Bridge House		2009	10/01/2025	\$212,500	\$225,000
	388 32nd Street NW Ruskin FL 33570		Joisted masonry	10/01/2026	\$12,500	
	Gable			Metal panel		
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value
	Address		Const Type	Term Date	Contents Value	
	Roof Shape	Roof Pitch		Roof Covering		
2	Property in the open		2009	10/01/2025	\$100,000	\$100,000
	Various Ruskin FL 33570		Property in the Open	10/01/2026		
			Total:	Building Value \$312,500	Contents Value \$12,500	Insured Value \$325,000

Sign: _____

Print Name: _____

Date: _____



South Bay Community Development District

Policy No.: 100125740
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department	Serial Number	Classification Code	Eff. date	Value	Deductible
	Description			Term Date		
1			Other inland marine	10/01/2025	\$242,000	\$1,000
	Concrete Light Poles w/Decorative LED Lamps (22 at \$11,000 each)			10/01/2026		
Total					\$242,000	

Sign: _____ Print Name: _____ Date: _____

South Bay Community Development District

Deductibles	FMIT 2025-26 Proposal	FIA 2025-26 Proposal
Property - All Other Perils	\$5,000	\$2,500
Property - Named Storm	5% Subject to min. not specified	5% Subject to a min. of \$10,000
Property - Flood	\$5,000 Except Flood Zones A & V	\$2,500 Except Flood Zones A & V
Inland Marine	N/A	\$1,000
General Liability	\$0	\$0
Public Officials Liability	\$0	\$0
Employment Practices Liability	\$0	\$0
Active Assailant / Deadly Weapon Protection	\$2,500 Property Damage \$10,000 Third Party Liability	\$0
Cyber	\$35,000	\$0

Property Coverages	FMIT 2025-26 Proposal	FIA 2025-26 Proposal
Total Insured Value - Property	\$467,000	\$325,000
Total Insured Value - Inland Marine	\$0	\$242,000
Coinsurance	No Coinsurance Penalty	No Coinsurance Penalty
Flood	Included	Included
Fire Dept. Service Charges	\$1,000	\$50,000
Debris Removal	25% Additional \$10,000 if claim eligible	Greater of \$250,000 or 25%
Property In Transit	\$250,000	\$1,000,000
Preservation of Property	\$100,000	\$250,000
TRIA	Included	Included

Liability Coverages	FMIT 2025-26 Proposal	FIA 2025-26 Proposal
General Liability - Overall	\$1,000,000	\$1,000,000
General Liability - Medical Payments	Not Specified	\$5,000
Errors & Omissions / Public Officials Liability	\$1,000,000	\$1,000,000 / \$2,000,000
Employment Practices Liability (EPLI)	\$1,000,000	\$1,000,000 / \$2,000,000
Active Assailant / Deadly Weapon	\$1,000,000	\$1,000,000
Cyber (most coverages)	\$1,000,000	\$1,000,000
Cyber (fraudulent instruction)	\$350,000	\$250,000
Auto Liability (Hired and Non-Owned)	\$1,000,000	\$1,000,000

Package Premium	FMIT 2025-26 Proposal	FIA 2025-26 Proposal	Savings	
	\$20,942.00	\$15,479.00	\$5,463	26%

Florida Insurance Alliance supports our members' risk management needs in a variety of ways, all of which are focused on providing practical solutions to help reduce risk and associated losses. Our focus on public entities has allowed us to cultivate a solid understanding and appreciation of their unique risk exposures and needs that continues to develop with each interaction.

How do we do it?

Onsite Risk Assessments

Onsite risk assessments serve as the cornerstone of FIA's safety and risk management member services. With an integrated approach, our loss control team works closely with claims administration to direct efforts to the areas that will provide the greatest overall value to members' risk management programs. As part of our collaborative approach, the visits are coordinated with key stakeholders and personnel to ensure that all parties have a sound understanding of exposures and potential controls. Our Loss Control consultants act as an extension of your risk and safety management team, working together to identify and protect your greatest assets, creating a safer environment.

The visits provide an opportunity to discuss loss trends, current best practices, and to identify and remediate any deficiencies identified during our discussions and review of operations. Exposures and controls reviewed within most member locations include:

- Safety program management and employee outreach
- Personal protective equipment
- Job hazard analysis
- Accident investigation and root cause analysis
- Lifting, material handling, and ergonomic evaluations
- Hazard communication
- Prevention and recognition of heat-related illnesses
- Fall protection and ladder safety
- Sidewalks, walking/working surfaces, and associated slip, trip and fall hazards
- Trails, multi-purpose paths, ponds and lakes including effective communication of potential risks such as wildlife
- Contractual risk transfer including contract and maintenance agreement review, contractor selection processes, as well as the appropriate use of insurance certificates

- Property schedule review and verification
- Emergency planning and preparedness
- Park and recreation hazards, liabilities, and controls
- Management of special events
- Employment practices and associated policies and procedures
- Fleet safety management and driver selection best practices
- Property loss exposures and fire protection system adequacy



As part of the value-added service, a site visit report is developed and delivered to our members and their stakeholders. The report provides a recap of the discussion and observations made during the visit, as well as risk improvement recommendations and supporting materials.

Mock OSHA Visits

The typical mock OSHA inspection begins with a brief opening conference with management to plan the audit. The inspection then continues with a review of OSHA-required written programs, followed by an evaluation of the facility to determine current compliance with relevant workplace standards and hazard controls. This may also include interviews with employees and supervisors to identify training opportunities. Focus areas may include but are not limited to, forklift safety, lockout/tagout, hazard communication, PPE, electrical hazards, emergency preparedness, and slip and fall hazards. Each visit will be followed up with a detailed report of all findings including photos, positive observations and opportunities for improvement along with the appropriate consensus standard or other source for easy reference.

Loss Analysis

We take deep dives into exposures and analyze trends and address what is driving member risks and losses. The integrated approach between our loss control and claims administration teams provides a unique advantage in developing customized solutions that target areas with the greatest opportunity.

Risk Improvement Action Plans

Scalable and sustainable loss control solutions go beyond just on-site assessments. The loss control team works hand in hand with member stakeholders to identify and implement strategic action plans that work toward attainable goals with proven best practices and methods. The plans include peer benchmarking, ongoing involvement in safety and planning meetings, program and policy development, and more. Knowing that one size doesn't fit all when it comes to risk management, our team works closely with members allows develop customized solutions.

Risk Insights and Resources

We help our members stay abreast of regulatory and legislative changes that may be relevant to their operations while sharing potential solutions and mitigation strategies. These insights may be delivered electronically via email newsletters or bulletins supported by technical articles, case studies, and legal counsel where appropriate.



We provide internally developed risk improvement resources such as signage guidelines, checklists, sample programs, as well as externally developed resources that have been vetted to ensure that members receive the most appropriate information for their needs.

Looking for answers to a specific question? Our team can be here for you online, on the phone, and on site to provide specialized technical expertise to help provide the most effective guidance.

Proactive Claims Management

Our goal is to provide outstanding service while achieving the best possible claim outcome for all parties. We understand that responsive, efficient, and effective claim handling is of the utmost importance – this includes response within 24 hours of claims submittal. The claims team leverages its technical expertise on complex risk management issues including key takeaways and lessons learned from previous litigation and claim outcomes. By addressing claim issues swiftly and creatively, we can ensure members a prompt return to a pre-loss state. We also function as a liaison to assist in the claims handling process when other insured individuals or entities are responsible for member losses.

Virtual and Self-Service Solutions

Members have access to multiple web-based resources including the Risk Management Center (RMC) which can serve as an intranet for all of their risk management needs. The RMC resources include:

- **Risk Management Library** – policies, procedures, training shorts, training materials posters, quizzes, videos, and links.
- **My Content** – users can create and distribute custom content from both internal resources and content from the Risk Management Library.
- **HR & Benefits Library** – a comprehensive HR library providing best practice guidelines and compliance resources.
- **Tracking** – The RMC provides a platform to track and manage incident reports, certificates of insurance, training, job descriptions, and more.





FIA has also partnered with Global HR Research to provide members with pre-hire services including background screening and Motor Vehicle Record reviews.

Learning Management System

To further support FIA members' loss control efforts, we have partnered with Zywave to provide a comprehensive learning management system that includes over 200 training courses. Training topics and content includes:

- Chemical and Environmental Safety
- Conflict Resolution
- Cybersecurity
- Diversity
- Drugs and Alcohol
- Ergonomics
- Fire Safety
- Hazard Communication
- Defensive Driving
- Fleet Safety Management
- OSHA Compliance
- Personal Protective Equipment
- Transportation Safety
- Workplace Harassment



Tailored Training Solutions

Based on client needs, we can assist in the development and delivery of training programs to enhance member's current risk management efforts with a focus on workplace injury prevention and reducing liability exposures. For risks that may require a more specialized approach, we partner with experts in their respective fields to ensure the most value to our members. Training topics include but are not limited to:

- **Active Assailant** – A comprehensive review of nationally recognized response options and proven techniques for active assailant situations.
- **Cyber Liability** – Cyber security awareness training including phishing and social engineering.
- **Accident Investigation and Reporting** – Best practices for reporting and investigating accidents including root cause analysis.
- **Contractual Risk Transfer** – Proper use of certificates of insurance, additional insured status, and contract review.
- **Continuity of Operations Planning** – Guidance on how to manage operations through unforeseen risks.
- **Employee Health and Safety** – Designed to assist employees and management in recognizing and control potential hazards, safety issues, and unsafe work behaviors.
- **Premises Liability** – Assist with implementing best practices and focusing efforts on maintaining a high standard of care for the public and invitees.

Ask the HR Expert

FIA members have access to The Labor & Employment Source which allows them to connect to essential human resources documents, tools, and insights. It serves as a one-stop source for trusted information including:

- On-demand expertise a phone call away from certified HR and benefits consultants, as well as labor attorneys via the HR Hotline.
- HR auditing tools.
- Employee handbook builders.
- Labor posters.



Safety Partners Matching Grant Program



Florida Insurance Alliance has established the “Safety Partners” Matching Grant Program Reimbursement Program. The program is designed to help FIA members fund safety and health program efforts. Grant funds may be used to purchase protective equipment, legal services, training, or any other item or service that will help an FIA member reduce, control or eliminate potential losses or injuries.

August 13, 2025 Meeting
Minutes to be Sent Under
Separate Cover

SOUTH BAY
Community Development District

Financial Report

July 31, 2025

(unaudited)

Prepared by



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SOUTH BAY
Community Development District

Financial Statements

(Unaudited)

July 31, 2025

Balance Sheet
July 31, 2025

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2005 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 635,445	\$ -	\$ -	\$ 635,445
Accounts Receivable	596	-	-	596
Investments:				
Money Market Account	1,379,539	-	-	1,379,539
Reserve Fund (A-1)	-	-	411,126	411,126
Reserve Fund (A-2)	-	-	294,960	294,960
Reserve Fund (B-2)	-	-	253,995	253,995
Revenue Fund	-	9,915	-	9,915
Revenue Fund (A-1)	-	-	440,368	440,368
Revenue Fund (A-2)	-	-	184,305	184,305
Deposits	5,000	-	-	5,000
TOTAL ASSETS	\$ 2,020,580	\$ 9,915	\$ 1,584,754	\$ 3,615,249
<u>LIABILITIES</u>				
Accounts Payable	\$ 3,096	\$ -	\$ -	\$ 3,096
Accrued Expenses	5,520	-	-	5,520
Accrued Taxes Payable	6	-	-	6
Mature Bonds Payable	-	1,271,776	-	1,271,776
Matured 2015A-2 Principal Due to Bondholders	-	-	1,265,000	1,265,000
Matured 2015A-2 Interest Due to Bondholders	-	-	977,041	977,041
Matured 2015B-2 Interest Due to Bondholders	-	-	1,621,338	1,621,338
TOTAL LIABILITIES	8,622	1,271,776	3,863,379	5,143,777
<u>FUND BALANCES</u>				
Nonspendable:				
Deposits	5,000	-	-	5,000
Assigned to:				
Operating Reserves	221,191	-	-	221,191
Reserves - Bulkheads	176,040	-	-	176,040
Reserves - Other	295,947	-	-	295,947
Unassigned:	1,313,780	(1,261,861)	(2,278,625)	(2,226,706)
TOTAL FUND BALANCES	\$ 2,011,958	\$ (1,261,861)	\$ (2,278,625)	\$ (1,528,528)
TOTAL LIABILITIES & FUND BALANCES	\$ 2,020,580	\$ 9,915	\$ 1,584,754	\$ 3,615,249

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-25 BUDGET	JUL-25 ACTUAL
REVENUES							
Interest - Investments	\$ 3,000	\$ 2,500	\$ 69,417	\$ 66,917	2313.90%	\$ 250	\$ 7,291
Parking Fees	85,000	70,833	50,892	(19,941)	59.87%	7,083	7,825
Interest - Tax Collector	-	-	2,317	2,317	0.00%	-	367
Special Assmnts- Tax Collector	569,221	569,221	583,246	14,025	102.46%	-	-
Special Assmnts- CDD Collected	903,651	903,651	890,189	(13,462)	98.51%	-	-
Special Assmnts- Discounts	(22,769)	(22,769)	(19,943)	2,826	87.59%	-	-
TOTAL REVENUES	1,538,103	1,523,436	1,576,118	52,682	102.47%	7,333	15,483
EXPENDITURES							
Administration							
P/R-Board of Supervisors	12,000	10,000	8,200	1,800	68.33%	1,000	-
FICA Taxes	918	765	505	260	55.01%	77	(15)
ProfServ-Arbitrage Rebate	1,950	1,950	2,400	(450)	123.08%	-	-
ProfServ-Dissemination Agent	5,000	5,000	5,000	-	100.00%	-	-
ProfServ-Engineering	35,000	29,167	58,264	(29,097)	166.47%	2,917	-
ProfServ-Legal Services	66,000	55,000	77,221	(22,221)	117.00%	5,500	18,303
ProfServ-Legal Litigation	25,000	20,833	-	20,833	0.00%	2,083	-
ProfServ-Mgmt Consulting	48,996	40,830	44,580	(3,750)	90.99%	4,083	4,083
ProfServ-Survey	30,000	25,000	-	25,000	0.00%	2,500	-
ProfServ-Trustee Fees	9,000	9,000	-	9,000	0.00%	-	-
Assessment Roll	6,000	6,000	6,000	-	100.00%	-	-
Auditing Services	5,900	5,900	5,900	-	100.00%	-	-
Postage and Freight	750	625	39	586	5.20%	63	-
Insurance - Risk Management	16,000	16,000	20,267	(4,267)	126.67%	-	-
Legal Advertising	2,477	2,064	3,528	(1,464)	142.43%	206	3,528
Misc-Records Storage	1,200	1,000	-	1,000	0.00%	100	-
Misc-Assessment Collection Cost	11,384	11,384	11,266	118	98.96%	-	-
Website Expense	-	-	1,652	(1,652)	0.00%	-	-
Website Administration	1,553	1,553	1,553	-	100.00%	-	-
Miscellaneous Expenses	4,500	3,750	182	3,568	4.04%	375	-
Office Supplies	1,500	1,250	-	1,250	0.00%	125	-
Annual District Filing Fee	175	175	200	(25)	114.29%	-	-
Total Administration	285,303	247,246	246,757	489	86.49%	19,029	25,899
Electric Utility Services							
Utility - General	65,000	54,167	48,941	5,226	75.29%	5,417	4,693
Total Electric Utility Services	65,000	54,167	48,941	5,226	75.29%	5,417	4,693
Water Utility Services							
Utility - Water	15,000	12,500	22,477	(9,977)	149.85%	1,250	650
Total Water Utility Services	15,000	12,500	22,477	(9,977)	149.85%	1,250	650
Field							
Contracts-Solid Waste Services	23,100	19,250	24,670	(5,420)	106.80%	1,925	4,746
Contracts-Landscape	110,521	92,101	87,970	4,131	79.60%	9,210	8,177
Contracts-Mulch	14,063	14,063	14,006	57	99.59%	-	-
Telephone, Cable & Internet Service	1,980	1,650	1,639	11	82.78%	165	170
Contracts - Portable Restroom	5,940	4,950	5,014	(64)	84.41%	495	496
R&M-Gatehouse	5,000	4,167	7,538	(3,371)	150.76%	417	754
R&M-Irrigation	10,000	8,333	17,284	(8,951)	172.84%	833	-
Landscape Replacement	5,000	4,167	40,546	(36,379)	810.92%	417	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-25 BUDGET	JUL-25 ACTUAL
R&M-Sod	5,000	4,167	-	4,167	0.00%	417	-
Misc-Holiday Lighting	6,500	6,500	3,654	2,846	56.22%	-	-
Total Field	187,104	159,348	202,321	(42,973)	108.13%	13,879	14,343
<u>Parking Facilities</u>							
Contracts-Parking	13,000	10,833	22,320	(11,487)	171.69%	1,083	2,192
Contracts-Other Services	1,500	1,250	150	1,100	10.00%	125	-
Contracts-Security Services	55,380	46,150	40,275	5,875	72.72%	4,615	3,765
Contracts-Ground Maintenance	65,856	54,880	53,380	1,500	81.06%	5,488	5,088
Contracts-Gates	172,960	144,133	144,130	3	83.33%	14,413	14,413
Misc-Contingency	-	-	6,950	(6,950)	0.00%	-	-
Total Parking Facilities	308,696	257,246	267,205	(9,959)	86.56%	25,724	25,458
<u>Reserves</u>							
Reserve - Other	677,000	677,000	21,793	655,207	3.22%	-	2,950
Total Reserves	677,000	677,000	21,793	655,207	3.22%	-	2,950
TOTAL EXPENDITURES & RESERVES	1,538,103	1,407,507	809,494	598,013	52.63%	65,299	73,993
Excess (deficiency) of revenues							
Over (under) expenditures	-	115,929	766,624	650,695	0.00%	(57,966)	(58,510)
Net change in fund balance	\$ -	\$ 115,929	\$ 766,624	\$ 650,695	0.00%	\$ (57,966)	\$ (58,510)
FUND BALANCE, BEGINNING (OCT 1, 2024)	1,245,334	1,245,334	1,245,334				
FUND BALANCE, ENDING	\$ 1,245,334	\$ 1,361,263	\$ 2,011,958				

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-25 BUDGET	JUL-25 ACTUAL
REVENUES							
Interest - Investments	\$ -	\$ -	\$ 345	\$ 345	0.00%	\$ -	\$ 32
TOTAL REVENUES	-	-	345	345	0.00%	-	32
EXPENDITURES							
TOTAL EXPENDITURES	-	-	-	-	0.00%	-	-
Reserves							
	-	-	-	-	0.00%	-	-
Total Reserves	-	-	-	-	0.00%	-	-
TOTAL EXPENDITURES	-	-	-	-	0.00%	-	-
Excess (deficiency) of revenues	-	-	345	345	0.00%	-	32
Over (under) expenditures	-	-	345	345	0.00%	-	32
Net change in fund balance	\$ -	\$ -	\$ 345	\$ 345	0.00%	\$ -	\$ 32
FUND BALANCE, BEGINNING (OCT 1, 2024)	-	-	(1,262,206)				
FUND BALANCE, ENDING	\$ -	\$ -	\$ (1,261,861)				

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-25 BUDGET	JUL-25 ACTUAL
REVENUES							
Interest - Investments	\$ -	\$ -	\$ 55,121	\$ 55,121	0.00%	\$ -	\$ 4,854
Special Assmnts- CDD Collected	113,701	113,701	-	(113,701)	0.00%	-	-
Special Assmnts- Debt Service (A-1)	729,255	729,255	839,920	110,665	115.18%	-	-
Special Assmnts- Debt Service (A-2)	458,475	458,475	-	(458,475)	0.00%	-	-
Special Assmnts- Debt Service (B-2)	275,530	275,530	-	(275,530)	0.00%	-	-
Special Assmnts- Discounts	(22,769)	(22,769)	(28,719)	(5,950)	126.13%	-	-
TOTAL REVENUES	1,554,192	1,554,192	866,322	(687,870)	55.74%	-	4,854
EXPENDITURES							
Administration							
ProfServ-Legal Services	-	-	6,223	(6,223)	0.00%	-	-
Misc-Assessment Collection Cost	14,585	14,585	16,224	(1,639)	111.24%	-	-
Total Administration	14,585	14,585	22,447	(7,862)	153.90%	-	-
Debt Service							
Principal Debt Retirement A-1	375,000	375,000	400,000	(25,000)	106.67%	-	-
Principal Debt Retirement A-2	372,025	372,025	-	372,025	0.00%	-	-
Interest Expense Series A-1	428,400	428,400	405,790	22,610	94.72%	-	-
Interest Expense Series A-2	616,770	616,770	-	616,770	0.00%	-	-
Interest Expense Series B-2	275,550	275,550	-	275,550	0.00%	-	-
Total Debt Service	2,067,745	2,067,745	805,790	1,261,955	38.97%	-	-
TOTAL EXPENDITURES	2,082,330	2,082,330	828,237	1,254,093	39.77%	-	-
Excess (deficiency) of revenues Over (under) expenditures	(528,138)	(528,138)	38,085	566,223	-7.21%	-	4,854
Net change in fund balance	\$ (528,138)	\$ (528,138)	\$ 38,085	\$ 566,223	-7.21%	\$ -	\$ 4,854
FUND BALANCE, BEGINNING (OCT 1, 2024)	(2,316,710)	(2,316,710)	(2,316,710)				
FUND BALANCE, ENDING	\$ (2,844,848)	\$ (2,844,848)	\$ (2,278,625)				

SOUTH BAY
Community Development District

Supporting Schedules

July 31, 2025

Non-Ad Valorem Special Assessments - Hillsborough County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2025

					ALLOCATION		
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	Debt Service Fund	
Assessments Levied FY 2025				1,423,166 100.00%	583,246 40.98%	839,920 59.02%	
11/06/24	\$ 17,337	\$ 874	\$ 354	\$ 18,564	\$ 7,608	\$ 10,956	
11/14/24	30,674	1,304	626	32,604	13,362	19,242	
11/21/24	14,963	636	305	15,904	6,518	9,386	
11/25/24	18,255	776	373	19,403	7,952	11,451	
12/05/24	491,429	20,894	10,029	522,352	214,072	308,280	
12/16/24	196,004	8,324	4,000	208,328	85,378	122,950	
01/06/25	380,673	16,107	7,769	404,549	165,794	238,756	
02/06/25	56,686	1,362	1,157	59,204	24,263	34,941	
03/10/25	12,636	108	258	13,002	5,328	7,673	
04/07/25	68,648	30	1,401	70,079	28,720	41,359	
05/07/25	7,623	(205)	156	7,574	3,104	4,470	
06/09/25	10,828	(322)	221	10,727	4,396	6,331	
R/E Delinquent							
06/18/25	41,259	(1,226)	842	40,874	16,751	24,123	
TOTAL	\$ 1,347,014	\$ 48,662	\$ 27,490	\$ 1,423,166	\$ 583,246	\$ 839,920	
% COLLECTED				100%	100%	100%	

Cash and Investment Report
July 31, 2025

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND				
Checking Account - Operating	Valley Bank	Government Checking	4.25%	\$ 635,445
Money Market Account	BankUnited	PF Relationship Priced MMA	4.06%	1,379,539
Subtotal				2,014,984
DEBT SERVICE AND CAPITAL PROJECTS FUNDS				
Series 2005 Revenue	US Bank	US Bank Money Market Account	3.94%	9,915
Series 2015-1 Reserve A-1	US Bank	US Bank Money Market Account	3.94%	411,126
Series 2015-2 Reserve A-2	US Bank	US Bank Money Market Account	3.94%	294,960
Series 2015-2 Reserve B-2	US Bank	US Bank Money Market Account	3.94%	253,995
Series 2015-1 Revenue A-1	US Bank	US Bank Money Market Account	3.94%	440,368
Series 2015-2 Revenue A-2	US Bank	US Bank Money Market Account	3.94%	184,305
Subtotal				1,594,669
Total				\$ 3,609,653

Bank Account Statement

South Bay CDD

Bank Account No. 1201
Statement No. 07-25

Statement Date 07/31/2025

G/L Account No. 101001 Balance	635,445.44	Statement Balance	639,020.36
		Outstanding Deposits	0.00
Positive Adjustments	0.00		
Subtotal	635,445.44	Subtotal	639,020.36
Negative Adjustments	0.00	Outstanding Checks	-3,574.92
Ending G/L Balance	635,445.44	Ending Balance	635,445.44

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Outstanding Checks							
07/09/2025	Payment	100056	TRIPLE CROWN MAINTENANCE GROUP LLC	Inv: 1247			-3,200.00
07/24/2025	Payment	100062	INFRAMARK LLC	Inv: 154343			-5.52
07/25/2025	Payment	1091	MARY E. MADDEN	Payment of Invoice 000646			-369.40
Total Outstanding Checks							-3,574.92

SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 07/01/2025 to 07/31/2025

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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GENERAL FUND - 001**CHECK # 100055**

001	07/09/25	GRAY ROBINSON P.A.	11299926-(REPLACEMEN	MAY 2025 LEGAL SVCS	ProfServ-Legal Services	531023-51401	\$11,305.00
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Check Total \$11,305.00**CHECK # 100056**

001	07/09/25	TRIPLE CROWN MAINTENANCE GROUP LLC 1247		TRAFFIC MIRROR	Miscellaneous Maintenance	546922-53901	\$3,200.00
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Check Total \$3,200.00**CHECK # 100057**

001	07/09/25	INFRAMARK LLC	153022	JULY 2025 MGMT SVCS	ProfServ-Mgmt Consulting	531027-51201	\$4,083.00
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Check Total \$4,083.00**CHECK # 100058**

001	07/09/25	PINE LAKE NURSERY	7676	JULY 2025 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$8,177.45
001	07/09/25	PINE LAKE NURSERY	7675	JULY 2025 STATION AREA	Contracts-Landscape	534050-53901	\$753.76
001	07/09/25	PINE LAKE NURSERY	7494	JUNE 2025 STATION AREA	Contracts-Landscape	534050-53901	\$753.76
001	07/09/25	PINE LAKE NURSERY	7495	JUNE 2025 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$8,177.45

Check Total \$17,862.42**CHECK # 100059**

001	07/15/25	J MAC PROPERTY SERVICES	25-77	JULY 2025	Contracts-Ground Maintenance	534116-54500	\$5,088.00
001	07/15/25	J MAC PROPERTY SERVICES	25-77	JULY 2025	Security Patrol Services	531116-54500	\$3,765.00
001	07/15/25	J MAC PROPERTY SERVICES	25-77	JULY 2025	Contracts-Parking	534030-54500	\$850.00
001	07/15/25	J MAC PROPERTY SERVICES	25-77	JULY 2025	Security Patrol Services	531116-54500	\$14,413.00
001	07/15/25	J MAC PROPERTY SERVICES	25-77	JULY 2025	Contracts-Parking	534030-54500	\$1,083.00
001	07/15/25	J MAC PROPERTY SERVICES	25-77	JULY 2025	Miscellaneous Maintenance	546922-51902	\$450.00
001	07/15/25	J MAC PROPERTY SERVICES	25-77	JULY 2025	Contracts-Parking	534030-54500	\$259.02
001	07/15/25	J MAC PROPERTY SERVICES	25-77	JULY 2025	Miscellaneous Maintenance	546922-51902	\$2,500.00

Check Total \$28,408.02**CHECK # 100060**

001	07/15/25	GRAY ROBINSON P.A.	11303343	JUNE 2025 FEES	ProfServ-Legal Services	531023-51401	\$18,303.40
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Check Total \$18,303.40**CHECK # 100061**

001	07/15/25	BOWMAN CONSULTING GROUP LTD	504842	JUNE 2025 FEES	ProfServ-Engineering	531013-51501	\$7,314.00
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Check Total \$7,314.00**CHECK # 100062**

001	07/24/25	INFRAMARK LLC	154343	POSTAGE JUN 25	Postage and Freight	541006-51301	\$5.52
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Check Total \$5.52

SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 07/01/2025 to 07/31/2025

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 1090							
001	07/14/25	JOHN ALDRICH	JA-070925	BOARD 7/9/25	Supervisor Fees	511100-51401	\$200.00
Check Total							\$200.00
CHECK # 1091							
001	07/25/25	MARY E. MADDEN	MM-081924	STALE CHECK MAY 2024 & AUG 2024	Supervisor Fees	511100-51401	\$369.40
Check Total							\$369.40
CHECK # 300032							
001	07/07/25	REPUBLIC SERVICES - ACH	0696-001279336-ACH	2 WASTE CONTAINERS	Contracts-Solid Waste Services	534039-53901	\$2,424.86
Check Total							\$2,424.86
CHECK # 300035							
001	07/10/25	CHARTER COMMUNICATIONS - ACH	2806762062225-ACH	SVC 06/22/25-07/21/25	Telephone, Cable & Internet Service	541016-53901	\$170.00
Check Total							\$170.00
CHECK # 300038							
001	07/29/25	BOCC - ACH	070825-7298-ACH	BILL PRD 5/30-6/30/25	Utility - Water	543018-53301	\$649.68
Check Total							\$649.68
CHECK # 300039							
001	07/18/25	TAMPA ELECTRIC	062725-ACH	SVC 05/23/25 - 06/23/25	Utility - General	543001-53100	\$4,993.35
Check Total							\$4,993.35
CHECK # 300040							
001	07/25/25	VALLEY NATIONAL BANK	063025-6871-ACH	STANDARD PORTABLE RESTROOM	Contracts-Other Services	534033-54500	\$495.58
Check Total							\$495.58
Fund Total							\$99,784.23

SERIES 2015 DEBT SERVICE FUND - 202

CHECK # 1089							
202	07/08/25	US BANK C/O SOUTH BAY CDD	07032025-8009	TRSF SERIES 2015 DS ASSESSMENTS	Cash with Fiscal Agent	103000	\$81,162.22
Check Total							\$81,162.22
Fund Total							\$81,162.22

Total Checks Paid \$180,946.45