

**SOUTH BAY
COMMUNITY DEVELOPMENT
DISTRICT**

**NOVEMBER 12, 2025
AGENDA PACKAGE**

Teams Information

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Meeting ID: 244 419 361 594 6

Passcode: Ez7wm9hm



2005 PAN AM CIRCLE, SUITE 300

TAMPA, FLORIDA 33607

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
 Howard Neal, Field Services Director
 Sergio Inguanzo, District Accountant
 Tabitha Blackwelder, Administrative Assistant

Meeting Agenda Thursday, November 12, 2025 – 1:00 p.m.

1. **Call to Order and Roll Call**
2. **Motion to Approve the Agenda**
3. **Audience Comments – Three- (3) Minute Time Limit**
4. **Staff Reports**
 - A. District Accountant
 - B. Landscape Report
 - C. District Engineer
 - D. District Counsel
 - E. District Manager
5. **Business Items**
 - A. Consideration of Bowman Proposal Page 3
 - B. Ratification of FY 2025 Audit Engagement Letter..... Page 30
 - C. Consideration of ASolo PPP Proposal Page 35
6. **Business Administration**
 - A. Consideration of October 15, 2025, Meeting Minutes..... Page 69
 - B. Review of September 2025 Financial Statements..... Page 73
 - C. Consideration of September 2025 Check Register Page 85
7. **Supervisor Requests**
8. **Audience Comments – Three- (3) Minute Time Limit**
9. **Adjournment**

The next meeting is scheduled for Wednesday, December 10, 2025, at 1:00 p.m.

District Office:

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

Meeting Location:

Little Harbor POA Clubhouse
 611 Destiny Drive
 Ruskin, Florida 33570

THE COLINAS GROUP, INC.
ENGINEERING AND ENVIRONMENTAL CONSULTANTS

**TASK PROPOSAL
for
BOWMAN**

Client: Bowman
Client Contact: Mr. Richard Brylanski, P.E.
Description of Services: Preparation of Water Use Permit Application for Landscape Irrigation
Project Site: South Bay CDD (aka, Little Harbor Development)
Ruskin, Florida
Proposal Date: October 2, 2025

The Colinas Group, Inc., (TCG) is pleased to have the opportunity to submit a proposal to provide services to prepare an application for a Water Use Permit application for landscape irrigation at South Bay CDD (aka, Little Harbor Development). TCG has prepared this proposal to provide the scope of work described below.

SCOPE OF WORK

One option for permitting is a General Permit by Rule is defined in 40D-2, Florida Administrative Code as allowed when:

- (a) The withdrawal of water if the following thresholds are met:
1. Total withdrawal capacity from any source or combined sources is less than 1,000,000 gpd annual average quantities;
 2. Annual average quantities from any source or combined sources is less than 100,000 gpd;
 3. Withdrawal is from a well having an outside diameter of less than 6 inches;
 4. Withdrawal is from a surface water body and the outside diameter of the withdrawal pipe or the sum of the outside diameters of the withdrawal pipes is less than 4 inches;
 5. The withdrawal is not located within the MIA;
 6. Are consistent with requirements of any applicable mandatory reuse zones; and
 7. Does not exceed any of the specific thresholds identified in subsection (3) of this rule.

The property lies within the Southern Water Use Caution Area (Most Impacted Area) according to the Southwest Florida Water Management District. Otherwise, the other conditions are met. A pre-application meeting with the District will be necessary to determine whether the District will allow this path.

If the District does not allow that approach, then an Individual Water Use Permit will be required. An Individual permit requires thresholds are met or exceeded:

- (a) Total withdrawal capacity from any source or combined sources is greater than or equal to 1,000,000 gpd annual average quantities.
- (b) Annual average quantities from any source or combined sources is greater than or equal to 100,000 gpd.
- (c) Withdrawal is from a well having an outside diameter of 6 inches or greater at the surface

The application process requires completion of the following application forms.

- Water Use Permit Application
- Landscape / Recreation Use Supplemental Form C
- Supplemental Form Southern Water Use Caution Area

Assuming that an Individual Water Use Permit will be required, the proposed Scope of Work tasks are:

1. Conduct a virtual pre-application meeting with the District.
2. Prepare the Water Use Permit Application.
3. Prepare the Landscape / Recreation Use Supplemental Form C
4. Prepare the Supplemental Form for the Southern Water Use Caution Area.

Copies of these forms are attached.

ESTIMATED COSTS

We propose to be reimbursed for the services described above on a time-and-expense basis in accordance with the attached Fee Schedule. The estimated cost for the services described above is \$8,000, not including the permit application fee that will be determined during the pre-application meeting. We assume that Bowman will provide various specific information required in the permit applications.

ANTICIPATED SCHEDULE

We will be prepared to begin work within three weeks of receipt of written authorization to proceed. The scheduling of the pre-application meeting is dependent on the District's availability. The forms can be completed and submitted on the District's e-permitting portal within three weeks after the pre-application meeting.

AUTHORIZATION

TCG has attached a standard Proposal Acceptance Sheet for your ease in authorizing us to proceed with this project. If this scope of work and the terms outlined in this proposal and on the back of the Proposal Acceptance Sheet are acceptable to you, please complete, sign and **return the** attached Proposal Acceptance Form. This form will constitute our contract to perform the work. The

contract has been mutually negotiated and both parties stipulate that no rule of strict contractual construction will apply against either party and each party was provided with the opportunity to seek legal advice of independent counsel prior to signing the contract.

* * * *

The Colinas Group, Inc., appreciates the opportunity to provide services. Please call if you have any questions concerning this proposal.

Yours very truly,

The Colinas Group, Inc.

Engineering and Environmental Consultants

A handwritten signature in black ink, appearing to read "Mark Stephens", is written over a horizontal line.

Mark Stephens, P.G., P.E.

President/Principal Consultant

submitted electronically

attachments

THE COLINAS GROUP, INC. PROPOSAL ACCEPTANCE

Description of Services: Preparation of Water Use Permit Application for Landscape Irrigation
 Project Name: South Bay CDD (aka, Little Harbor Development)
 Project Location: Hillsborough County, Florida
 Proposal Date: October 2, 2025

FOR PAYMENT OF CHARGES: Charge Invoice to the Account of:

Firm _____

Phone Number _____

Address _____

City, State and Zip Code _____

Attention: _____ Title _____ **FOR APPROVAL**

OF CHARGES: If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice in the space below.

Firm _____

Phone Number _____

Address _____

City, State and Zip Code _____

Attention: _____ Title _____

PROPERTY OWNER IDENTIFICATION (If Other than Above):

Name _____

Phone Number _____

Address _____

City, State and Zip Code _____

Attention: _____ Title _____ **SPECIAL**

INSTRUCTIONS:

PAYMENT TERMS: Compensation for services rendered will be in accordance with the proposal referenced above. Invoices will be issued on the 30th of the month. The client agrees to pay all charges not in dispute within 30 days of receipt of the invoice and recognizes that charges not paid within 30 days are subject to a late payment charge of 1.5 percent of the balance due for each invoice or fraction thereof that undisputed charges remain unpaid. Charges held in dispute will be called to the attention of TCG within ten (10) days of receipt of invoice. Client agrees to pay cost of collection, including reasonable attorney's fees, if invoices are collected through an attorney. Client further agrees that TCG has the right to suspend or terminate work if undisputed charges are not paid within 45 days of receipt of invoice and agrees to waive any claim against TCG and to indemnify, defend, and hold TCG harmless from and against any claims arising from TCG's suspension or termination due to Client's failure to provide timely payment.

PROPOSAL ACCEPTANCE: The Terms and Conditions of this Proposal, including the Terms on this page and the reverse hereof are: Accepted this _____ day of _____, 19____

Print or type individual, firm or corporate body name: _____

Signature of authorized representative: _____

Print or type name of authorized representative: _____

ADDITIONAL TERMS AND CONDITIONS

1. SERVICES TO CLIENT ONLY

The Colinas Group, Inc. ("TCG") is an independent consultant and agrees to provide the agreed upon services to Client for its sole benefit and exclusive use. There are no third-party beneficiaries to this Agreement, intended or otherwise, except the professionals actually performing the professional services contemplated hereunder (see Exhibit A attached hereto) and except as expressly permitted by a separate written instrument signed by an authorized representative of TCG. Without such permission, no one other than the Client is allowed or authorized to interpret, rely upon, or use any work product, data, interpretations, or recommendations generated by TCG. Any unauthorized release of TCG's work product, data, interpretations, or recommendations is prohibited, and Client agrees to defend, indemnify, and hold TCG harmless from any and all claims or damages associated with the unauthorized release of work product, data, interpretations, or recommendations released without TCG's express written permission to third-parties and a corresponding written document signed by the third-party agreeing to be bound by the terms and conditions of this Agreement.

2. STANDARD OF CARE

TCG will perform the agreed upon services in a manner consistent with the level of care and skill ordinarily exercised by members of the same engineering and geology professions practicing contemporaneously under similar conditions in the same locality. Under no circumstances is any warranty, express or implied, made or intended in connection with the services rendered, and such warranties are hereby specifically disclaimed, including, without limitation, all warranties of merchantability and fitness for a particular purpose.

Client recognizes, acknowledges, and agrees that subsurface conditions may easily and often vary from those observed at locations where authorized borings, surveys, or explorations are made, and that site conditions may vary or change with time. TCG's work product will reflect conditions that existed at specified locations at the time services were performed and may not reflect conditions in adjacent or nearby locations or at a later time. TCG makes no representation as to such conditions in other locations or at a time subsequent to the time when the services were performed.

Client further recognizes, acknowledges, and agrees that work product, data, interpretations, and recommendations by TCG will be based solely on information available to TCG and that TCG's work product, data, interpretations, and recommendations may be based, in part or in whole, on facts, documents, and/or assumptions provided to, but not independently verified by, TCG. TCG's makes no representation with respect to any such facts, documents, and/or assumptions provided to it, but not independently verified by TCG. Unless a proposal expressly states otherwise, TCG shall have the right to rely on the contents of documents provided to TCG without verification.

3. PEER ASSESSMENT REQUIRED FOR CLAIMS

Client agrees that it shall not be entitled to assert or file a claim against TCG, or any of its professionals, based on a theory of professional negligence, violation of the standard of care, or breach of the agreement for the professional services rendered hereunder unless and until Client has first obtained and provided TCG with a written affidavit containing a written opinion from a licensed, independent and reputable member of the same engineering and geology professions as appropriate for the services in question that TCG has violated the applicable standard of care and the basis of such opinion.

4. RISK ALLOCATION AND LIMITATION OF LIABILITY

Many risks potentially affect TCG and its professionals by virtue of entering into this Agreement to perform professional engineering services on behalf and to the benefit of Client under conditions that are often beyond TCG's control. In recognition of the relative risks and benefits involved in providing the agreed upon services for the Client, the risks have been allocated such that, to the fullest extent permitted by law, Client agrees to limit TCG's and its principals', directors', officers', professionals' and employees' liability to Client for claims arising out of TCG's or its professional engineers' performance of the agreed upon services described in this Agreement to an amount not to exceed \$5,000 or the amount of fees actually paid to TCG for the services rendered hereunder, whichever is greater, for any and all injuries, damages, claims, losses, or expenses, including attorneys' fees and expert fees, arising out of this Agreement or TCG's negligence, errors, omissions, strict liability, breach of contract, negligent misrepresentation, indemnity obligations, defense obligations, or other acts or omissions giving rise to liability based upon contract, tort or statute, except for knowing and intentional wrongful misconduct of TCG or its professionals.

To the fullest extent permitted by law, Client will indemnify, defend, and hold TCG harmless from and against all liability in excess of the monetary limit established above if Client has released TCG's work product, data, interpretations, or recommendations to other parties without TCG's express written permission. Client further agrees that it will not seek damages in excess of the limitations set forth above indirectly through suits with other parties who may join TCG as a third-party defendant.

To the extent Client requests TCG to allow a third-party to rely upon TCG's work product, and TCG expressly agrees in writing that such third-party may rely on TCG's work product (if such party first agrees in writing to be bound by the terms and conditions of this Agreement), then the limitation of liability set forth above shall be applicable to all such third-parties such that any monies paid by TCG to Client, or any other authorized party, will be included within the amount set forth above so that in no event shall the total amount paid by TCG exceed the \$5,000 limit or the amount of the fees actually paid to TCG.

Limitations on liability and indemnities in this Agreement are business understandings between the parties, which are voluntarily and knowingly entered by the parties to this Agreement. The inclusion of limitation of liability and indemnity provisions in this Agreement is a material inducement for TCG's willingness to perform the agreed upon services on behalf and to the benefit of the Client.

If a third-party has not been given TCG's written permission to rely upon TCG's work product, data, interpretations, and recommendations, or has not agreed in writing to be bound by the terms and conditions set forth herein, such third-party cannot rely upon the work product, data, interpretations, and recommendations of TCG, and any such reliance is unjust, unauthorized, and misplaced, and TCG makes no representations as to the suitability of any work product, data, interpretations, or recommendations for any such third-party's purposes or needs.

5. DISPUTE RESOLUTION AND JURY TRIAL WAIVER

In the event that TCG and Client find themselves in a dispute, they agree to endeavor in good faith to resolve any such disputes within thirty (30) days of the issuance of written notice of such a dispute. If the parties cannot resolve their dispute(s) within that time frame, the parties agree to follow the procedures set forth below.

Within the two (2) week period following the thirty (30) days outlined above, senior, authorized principals for both TCG and Client shall meet face to face, and without attorneys present, in an effort to reach resolution. Should that effort between principals be unsuccessful, the parties then agree to proceed to mediation before an agreed upon certified mediator, residing in the State of Florida, with each party agreeing to pay its respective one-half share of the mediator's fee. Institution of such mediation and proceeding to the point of either resolution or impasse shall be a condition precedent to the filing of any lawsuit against the other party to this Agreement. The sole exception to this condition precedent shall be the filing of an action to preserve the statute of limitations which would otherwise have expired before the mediation could commence or proceed to resolution or impasse. In such case, the action shall be immediately abated until the mediation can reach the above stated termination point. The filing of liens or bond notices are not barred or affected by this mediation condition precedent. Should a lawsuit proceed, the parties agree to try the case to a court, without a jury, and hereby expressly waive their right to a jury trial. The parties further agree that the venue for all such litigation shall be in Orange County, Florida, all other venues being expressly waived.

6. SITE ACCESS AND SITE CONDITIONS

Client will arrange for full, safe, and unrestricted right-for-entry or access to the project site for all equipment and personnel necessary to provide the agreed upon services, and Client will execute any necessary site access agreements, with the authorized owners and others with rights of possession, so as to provide full access to TCG at no expense to TCG. If the owner of the site is different than the Client, the Client will notify the owner and all those with a possessory interest of TCG's presence on site and the nature of the agreed upon services to be performed.

Client recognizes, acknowledges, and agrees that in the normal course of the work involved and the types of services to be provided under this Agreement, that some damage may occur to the property, and that correction of such damages is not part of the scope of the services agreed upon in this Agreement, unless expressly set forth in the proposal. Client is responsible for accurately delineating the location of all subterranean structures, utilities, and wetlands sensitive areas, as well as any unusual condition. TCG will take reasonable precautions to avoid known subterranean structures, utilities, and wetlands sensitive areas, and Client waives any claim against TCG, and agrees to defend, indemnify, and hold TCG harmless from any claim or liability for injury or loss, including cost of defense, arising from damage to subterranean structures, utilities, and/or wetlands sensitive areas or other unusual conditions not identified or accurately located.

7. MONITORING/SITE SAFETY

In the event TCG is retained by Client to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities conducted by others, Client agrees that under no circumstances shall TCG be responsible for site safety or site conditions, and that the contractor responsible for performing or supervising the construction or other field activities will be solely and exclusively responsible for the means, methods, techniques, sequences, and procedures used in the construction or field activities, and for the safety of all personnel, property, and operations on, at, or near the job site. Client agrees to defend, indemnify, and hold TCG harmless against anyone claiming that TCG was responsible for site safety or site conditions, and any injuries, damages, or losses arising therefrom.

8. SAMPLING OR TEST LOCATIONS

Unless otherwise stated, the fees in this Proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of samples or tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. If the Client specifies the sample, test, or boring location, we reserve the right to deviate a reasonable distance from the location specified.

9. TERMINATION FOR CONVENIENCE OR CAUSE

Either party may terminate this Agreement without cause and for convenience upon fourteen (14) days' prior written notice. In such event, Client shall take possession of the site and the materials and equipment fully paid for and belonging to Client, and TCG shall be paid for all services, materials, and equipments performed and used up to the point of termination, plus reasonable termination expenses, including, but not limited to, the cost of completing analysis, records, and reports necessary to properly document job status at the time of termination, demobilization, and storage fees.

Client or TCG may terminate this Agreement upon seven (7) days' written notice should the other party fail to substantially perform its obligations in accordance with this Agreement, through no fault of the terminating party, or if Client suspends the performance of the services contemplated herein for more than ninety (90) consecutive days. In such event, Client shall take possession of the site and the materials and equipment fully paid for and belonging to Client and TCG shall be paid for all services, material, and equipment performed and used up to the point of termination, plus reasonable termination expenses, including, but not limited to, the cost of completing analysis, records, and reports necessary to document job status at the time of termination, demobilization and storage fees.

10. OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory tests, data, calculations, interpretations, recommendations, estimates, and other work product prepared by TCG are instruments of service pursuant to this Agreement, and shall be the sole property of TCG. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any document produced by TCG, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without TCG's written permission. Notwithstanding the above, at the request and expense of Client, TCG will provide Client with copies of documents created in the performance of this work for a period not exceeding five (5) years following submission of the report or reports contemplated by this Agreement.

11. GOVERNING LAW AND SURVIVAL

The law of the State of Florida will govern the validity of these terms and conditions, their interpretation, and performance. The parties hereto acknowledge that they have had an opportunity to review and negotiate this Agreement, and that this Agreement shall not be construed more strictly against one party as drafter than the other. If any of the provisions contained in this Agreement are held or found to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be effected or impaired. Limitations of liability and indemnities herein will survive completion or termination of this Agreement, regardless of cause.

12. PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS

The parties agree that the provisions of this Agreement shall control and govern over any other terms and conditions issued by the Client to, and accepted by, TCG without altering the terms hereof, regardless of any contrary language appearing therein, unless the parties specify in writing that such contrary term(s) apply to the services which are the subject of such Client issued terms and conditions.

13. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written permission of the other. Client, however, acknowledges and agrees that TCG may subcontract portions of the services to others in performing the services without the approval of Client.

14. INTEGRATION

This Agreement constitutes the entire agreement between the parties and supersedes any previous written or oral contracts or negotiations. This Agreement can be changed only by a written instrument signed by both parties.

15. INDEMNITY CLAUSES

Each grant of indemnity hereunder is intended to be enforceable, fully compliant with Section 725.06 of the Florida Statutes, and to the maximum extent permitted by law. The indemnities herein are a material inducement for TCG to provide the services contemplated herein, and each indemnity clause is supported by specific consideration, the receipt, value, and sufficiency of which is hereby acknowledged. To the extent any of the indemnity clauses set forth herein are subject to Section 725.06 of the Florida Statutes, the indemnity obligation is limited to \$1,000,000, which the parties hereby agree bears a reasonable commercial relationship to the contract, and further agree that such monetary limitation on indemnification is hereby deemed part of the project specifications or bid documents, if any. If the indemnity clause herein is not subject to Section 725.06 of the Florida Statutes, the indemnity obligation is unlimited. To the extent the indemnity clauses herein fall within Section 725.06 of the Florida Statutes, the parties hereto will not argue, assert, or contend otherwise in any dispute or legal proceeding, and shall fully comply with the indemnity, defense, and hold harmless obligations set forth in this Agreement.

EXHIBIT A

The parties agree that the following professionals are intended third-party beneficiaries of the terms and conditions of this Agreement, to the fullest extent permitted by law.

Mark Stephens

Dennis McClelland

Tom Shaw

Keon Shaw

George Drace

Robert Oros

John Garbade

Matt Mouncey

**FEE SCHEDULE
THE COLINAS GROUP, INC.**

These billing rates are effective through December 31, 2025.

PERSONNEL	BILLING RATE
Principal Consultant	\$195/hour
Senior Engineer	\$175/hour
Senior Designer	\$125/hour
Project Hydrogeologist	\$140/hour
Environmental/Engineering Technician	\$105/hour
Administrative Assistant	\$66/hour
EQUIPMENT	BILLING RATE
Color Plotting	\$6.75/square foot
Black and White Plotting	\$3.40/square foot
Copies	\$0.20/page
Automotive Mileage	\$0.70/mile*

*mileage rate is per IRS Standard Mileage Rates

Expenses and other subcontracted services will be billed at cost plus 15 percent (15%) handling fee. Invoicing will be on monthly basis. Payment is due upon receipt of invoice. A late payment charge of 1.5 percent (1.5%) per month or the maximum amount allowed by law will be applicable if payment is not made within 30 days after invoice date. Client will also pay any cost of collection, including reasonable attorney's fees, if invoices are collected by law or through an attorney-at-law.



WATER USE PERMIT APPLICATION

Southwest Florida Water Management District

7601 Highway 301 North, Tampa FL 33637

(800) 836-0797 • Fax (813) 987-6746

ePermitting available at <http://www.swfwmd.state.fl.us/permits/>



SECTION I – CONTACT INFORMATION

If necessary, attach additional sheets if there are multiple applicants, owners, agents, etc.

1. **APPLICANT** (Complete legal name in which permit should be issued)

NAME: _____

If applicant is a business, provide a contact person: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: (_____) _____ CELL PHONE: (_____) _____

EMAIL ADDRESS: _____ Do you want all
correspondence to be transmitted electronically to this address? Yes: _____ No: _____

Applicant is: ☐ Owner ☐ Lessee* ☐ Other (explain) _____

*Attach copy of current lease, or written authorization from property owner

2. **OWNER** (If different than applicant)

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: (_____) _____ CELL PHONE: (_____) _____

EMAIL ADDRESS: _____

3. **AGENT OR CONSULTANT** Address all correspondence to the person below? ☐ Yes ☐ No

NAME: _____

COMPANY NAME (if applicable): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: (_____) _____ CELL PHONE: (_____) _____

EMAIL ADDRESS: _____

4. **COMPLIANCE CONTACT** (Person responsible for ensuring that the permit conditions are met)

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: (_____) _____ CELL PHONE: (_____) _____

EMAIL ADDRESS: _____

SECTION II – APPLICATION INFORMATION

Refer to the Applicant's Handbook for permit application guidance, located online at www.swfwmd.state.fl.us/permits/rules/.

1. **TYPE OF APPLICATION:** ☐ New ☐ Modification ☐ Renewal
If this application is for a modification, please describe the modification request and the reason the modification is necessary. _____
2. **WATER USE PERMIT NO.** (if application is for renewal or modification): _____
3. **REQUESTED PERMIT DURATION:** ☐ 20 years ☐ ____ years (up to 20 years)
☐ I qualify for duration greater than 20 years, per Florida Statute _____(list statute)
4. **PROJECT NAME:** _____ **COUNTY:** _____
PHYSICAL ADDRESS: _____
5. **RELATED PERMITS** (for projects other than Public Supply)
 - ☐ **ENVIRONMENTAL RESOURCE PERMIT:** MSSW/ERP No(s): _____
 - ☐ **INDUSTRIAL WASTEWATER (IWW) PERMIT:** IWW Permit No(s): _____
 - ☐ **NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT** (U.S. Environmental Protection Agency):
NPDES Permit No(s): _____

SECTION III – USE CATEGORY

Please check all applicable water use categories associated with this permit application and complete the associated supplemental form(s) indicated. Refer to District rules for complete use category definitions.

Water Use Category	Supplemental Form
<input type="checkbox"/> Agricultural (e.g., crops, livestock, nursery, aquaculture, pasture)	Form A
<input type="checkbox"/> Commercial / Industrial (e.g., service business, food and beverage production, cooling and heating, commercial attraction, manufacturing, chemical processing, power generation)	Form B
<input type="checkbox"/> Landscape / Recreation (e.g., irrigation of parks, cemeteries, landscaped areas, golf courses, athletic fields, playgrounds)	Form C
<input type="checkbox"/> Mining / Dewatering (e.g., water use or removal associated with construction or excavation)	Form D
<input type="checkbox"/> Public Supply (e.g., public or privately owned water utility)	SWFWMD Form E
<input type="checkbox"/> Environmental / Other e.g., aquifer remediation, environmental augmentation, cleaning and maintenance, or the use of water for other purposes not described in Rule 40D-2)	Form F
<input type="checkbox"/> Institutional (e.g., hospital, university, military base, correctional facility)	Form G
<input type="checkbox"/> Diversions and Impoundments (diversion or extraction of water)	Form H

SECTION IV – SOURCES OF WATER
(please attach additional facility tables if necessary)

SUMMARY OF GROUNDWATER (WELL) FACILITIES

District ID No.	Permittee ID	Capacity (gpm)	Pump Type ¹	Casing Diameter (inches) ²	Casing Depth (feet)	Total Depth (feet)	Status ³ (include date if proposed)	Type of Water Use Accounting Method ⁴	Last Meter Calibration ⁵	Requested Annual Average Quantity (gpd)	Requested Peak Month Quantity (gpd)	Requested Maximum Daily Quantity (gpd)	Type of Water Use (refer to Section II)

- 1 Centrifugal (impeller located above water level), submersible (pump set below water level), turbine (motor at ground surface that drives an impeller below water level), vacuum underdrain (typically used for dewatering), well point system (typically used for dewatering), or other (any pump that does not fall into one of the categories previously listed)
- 2 The casing diameter is defined as the largest permanent water-bearing casing of the well at land surface.
- 3 Active (currently in use), Inactive (capped, does not have power, or the connection to the water supply system has been severed), Abandoned (plugged and abandoned in accordance with Florida Administrative Code), or Proposed (include anticipated construction date)
- 4 Flow Meter, Time Clock / Pump Run Time, Hour Meter
- 5 Enter the date of the last flow meter calibration or "no meter" if a totalizing flow meter is not installed

SUMMARY OF SURFACE WATER (PUMP) FACILITIES

District ID No.	Permittee ID	Pump Capacity (gpm)	Pump Intake Diameter (inches)	Pump Type ¹	Name of Surface Water Body	Type of Surface Water Body ²	Status ³ (include date if proposed)	Type of Water Use Accounting Method ⁵	Last Meter Calibration ⁴	Requested Annual Average Quantity (gpd)	Requested Peak Month Quantity (gpd)	Requested Maximum Daily Quantity (gpd)	Type of Water Use (refer to Section II)

1 Centrifugal (impeller located above water level), submersible (pump set below water level), turbine (motor at ground surface that drives an impeller below water level), hydraulic dredge pump (typically used for mining), hydraulic dewatering pump (typically used for construction or mining), other (any pump that does not fall into one of the categories previously listed)

2 Ditch/canal, lake/pond (natural), lake/pond (artificial), river/creek, spring, mining/borrow pit

3 Active (currently in use), Inactive (does not have power, or the connection to the water supply system has been severed), Proposed

4 Flow Meter, Totalizer, Time Clock, Hour Meter

5 Enter the date of the last flow meter calibration or "no meter" if a totalizing flow meter is not installed

SUMMARY OF CONNECTION POINT FACILITIES

Connection points include locations where potable or non-potable water (including reclaimed water) purchased from a water supplier enters a project site.

District ID No.	Permittee ID	Water Supplier Name ¹	Type of Water ²	Status ³ (include date if proposed)	Type of Water Use Accounting Method ⁴	Last Meter Calibration ⁵	Requested Annual Average Quantity (gpd)	Requested Peak Month Quantity (gpd)	Requested Maximum Daily Quantity (gpd)	Type of Water Use (refer to Section II)

1 Name of water supplier that provides water to the project through the connection point

- 2 Reclaimed water, potable water, surface water
- 3 Active (currently in use), Inactive (the connection to the water supply system has been severed), Proposed
- 4 Flow Meter, Totalizer, Time Clock, Hour Meter
- 5 Enter the date of the last flow meter calibration or "no meter" if a totalizing flow meter is not installed

SUMMARY OF SURFACE WATER (CULVERT) FACILITIES (SFWMD)

If this project utilizes culvert facilities that provide gravity-fed surface water from an off-site source, please attach a completed Culvert Facilities Table.

SECTION V – USE OF LOWEST QUALITY WATER AND EVALUATION OF RECLAIMED WATER FEASIBILITY

The applicant may be required to evaluate the feasibility of utilizing reclaimed water. The feasibility analysis must be completed as outlined in the Applicant's Handbook.

SECTION VI – SUMMARY OF REQUESTED WATER USE

Summarize the requested water use from each supplemental form (Agricultural, Public Supply, Commercial / Industrial, etc.) in the table below.

Year	Requested Amounts and Source(s) of Water				
	Source 1 Name ¹	Source 2 Name	Source 3 Name	Source 4 Name	Total Requested Water Use (gpd)
	(gpd)	(gpd)	(gpd)	(gpd)	
Year 20_____					

¹ Provide the name of the water source. Examples include the Upper Floridan aquifer and the Biscayne aquifer.

SECTION VII – AQUIFER STORAGE AND RECOVERY *(complete if applicable)*

ASR Facility Name	Source of Stored Water ¹	Storage Aquifer Name	Recovery Water Destination	Projected Demand Average (gpd)	Projected Demand Maximum (gpd)

¹ Aquifer Name, surface water body, water treatment plant name.

Please describe any projected increases or decreases (from historical average) in the amounts stored or recovered.

SECTION VIII – IMPACT EVALUATION

The requested water use must not cause interference with existing legal uses, harm to natural resources or harm to existing off-site land uses. In order to demonstrate harm will not occur as a result of the requested water use, studies and/or impact evaluations may be required. Please refer to Applicant's Handbook for guidance regarding the impact evaluations and attach your analysis, if applicable.

SECTION IX – APPLICANT CERTIFICATION

I certify that to the best of my knowledge and belief, all of the information provided on this form and in any attachment to it are true and accurate. I also certify that I have legal authority to execute this application for the applicant and certify that the applicant will have sufficient legal authority to undertake the activities described herein. I understand that for any material false statement in an application to continue, initiate, or modify a use, or for any material false statement in any report or statement of fact required of the permittee, may result in revocation, in whole or in part, of the permit. With advance notice, I agree to provide District staff with proper identification entry to the project site for the purpose of performing analyses of the site for determining whether the conditions for issuance will be met.

(If applicable) I authorize _____ to act as my agent for permit application coordination.

OWNER/APPLICANT'S NAME <i>(print or type)</i>	OWNER/APPLICANT'S SIGNATURE	DATE
--	-----------------------------	------

AUTHORIZED AGENT'S NAME <i>(print or type)</i>	AUTHORIZED AGENT'S SIGNATURE	DATE
---	------------------------------	------

(Additional signatures may be required by some Districts, for example, owner signature may be required by some Districts when the applicant is a lessee.)

SECTION X – APPLICANT CHECKLIST

The following items must be included with the permit application submittal:

- ☐ Proof of Property Control (Deed, Lease)
- ☐ Application Fee (Refer to online fee schedule or Applicant's Handbook)
- ☐ Location/Site Map
- ☐ Supplemental Form(s) and associated supporting information (i.e. maps, calculations)
- ☐ Water Conservation Plan (if applicable)



WATER USE PERMIT APPLICATION

Landscape / Recreation Use Supplemental Form C



Southwest Florida Water Management District

7601 Highway 301 North, Tampa, FL 33637

1-(800) 836-0797 • Fax (813) 987-6746

ePermitting available at <http://www.swfwmd.state.fl.us/permits/>

SECTION C1 – SITE INFORMATION

1.	Site Name (each non-contiguous parcel or field)	Acres Owned/ Leased	Irrigated Acres (if applicable)	County Parcel Identification Number or Section, Township, Range
	TOTAL			_____

2. Submit a map showing:
- The legal boundaries of the property owned or controlled by the permittee/applicant;
 - The area on the property that is being or will be irrigated, if applicable;
 - All existing and proposed withdrawal and connection point locations. Label all wells, pumps and connection points so they match the IDs provided in the Application form (Section IV - Sources of Water);
 - A north arrow and map scale, and
 - Labeled landmarks such as roads and political boundaries.

SECTION C2 – WATER USE INFORMATION

1. IRRIGATED LANDSCAPE / RECREATIONAL AREAS

Type of Irrigated Area ¹	Number of Acres	Irrigation Method ²

¹ Turf, shrubs, non-turf planting beds, natural areas, common areas, cemetery, athletic fields, tennis courts, parks, medians, etc.

² Drip, micro jet, overhead, etc.

2. GOLF COURSE

Type of Irrigated Area	Irrigated Acreage
Greens	
Tees	
Fairways/Driving Range	
Roughs	
Landscape areas	
Total Number of Acres Irrigated	

3. WATER-BASED RECREATION

Describe the type of water-based recreation. Examples: swimming pools, maintenance of fishing, boating, or waterfowl hunting or management areas.

4. OTHER MINOR USES

- A. Potable ☐
 Cart Washing ☐
 Equipment Washing ☐
 Spray Mixing ☐
 Other ☐ Describe _____

- B. Describe details for the other minor uses selected above, for which water use is being requested.

SECTION C3 – REQUESTED WATER USE

- Complete the requested water use table below. Provide projected water amount for each applicable use type and the water source(s) associated with the use type.
- The allocations for irrigation withdrawals are based on the supplemental irrigation requirements for the turf types and acreages listed. Would you like to request District staff to calculate and provide you a recommended amount of supplemental irrigation water? ☐ Yes ☐ No

If no, please provide requested amounts in the table below.

Landscape/Recreation/Aesthetic Use Type	Requested Amounts and Sources of Water (gpd)		
	Source 1 Name ¹ _____	Source 2 Name _____	Source 3 Name _____
Golf Course			
Irrigated Landscape/Recreational Fields			
Water Based Recreation			
Other Minor Uses			
Total			

¹Provide the name of the water source. Examples include the Upper Floridan aquifer and the Biscayne aquifer.

3. Please provide a description of the methodology used to calculate the requested amounts for each use type in the table above (e.g., irrigation model, district calculations, historical use, water budget calculations, other similar facilities, etc.). Attach additional sheets, if necessary.

4. Please indicate the amount of reclaimed water, if applicable, that will be used to meet irrigation needs on an average daily and maximum monthly basis. Please describe how the reclaimed water will be delivered (e.g. plumbed directly or stored) and indicate which water use demands (e.g., golf course, irrigated landscape, etc.) and irrigated acreage will be met partially or in whole with reclaimed water. If reclaimed water storage ponds are present, please indicate whether the ponds are lined or unlined. Attach additional sheets if necessary.

5. Identify the primary and secondary sources of water used by this project and describe how the water is plumbed into the conveyance system (directly, irrigation holding pond, etc.). Identify any sources of water that are utilized as emergency back-up sources of water.

SECTION C4 – WATER CONSERVATION

Please refer to District specific water conservation requirements, per current rules.



SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

7601 Highway 301 North • Tampa, FL 33637-6759 • (812) 985-7481 • 1-800-836-0797 (FL only); Suncom 628-4150 • TDD only: 1-800-231-6103 (FL only) • <http://www.swfwmd.state.fl.us>

SUPPLEMENTAL FORM SOUTHERN WATER USE CAUTION AREA

This form must be completed by any water use permit (WUP) applicant who has at least one withdrawal point located in the Southern Water Use Caution Area (SWUCA), pursuant to rule 40D-2.801(3)(b)1. and 5., Florida Administrative Code (F.A.C.).

The information required on this form is requested in accordance with Chapter 373, Florida Statutes (F.S.) and Rules 40D-2.091, 40D-2.101 and 40D-2.301, F.A.C.

Please answer all questions. If a question is not applicable to your situation, enter N/A. If more space is needed, attach additional sheets and refer to the application question number. Provide documentation and references where appropriate.

Guidance and information to assist the applicant in the completion of this form are shown in italics.

Quantities referred to in this Form are standard annual average daily quantities. These are total gallons permitted or pumped (as appropriate for the context) in a calendar year divided by 365. All quantities should be shown in gallons per day (gpd).

Please complete the **Water Use Permit (WUP)** Application Form, and if required, complete the Use Type category (see below) Supplemental Forms before completing this form in order to determine demand. There are five Use Type categories: (1) Agriculture, (2) Public Supply, (3) Mining or Dewatering, (4) Industrial or Commercial, and (5) Recreation or Aesthetic.

Applicant: _____
(Same as shown on WUP application)

WUP Number : _____
(If this application is to renew or modify an existing WUP)

PART I. SELF-RELOCATION

Self-Relocation: This is a process that allows new or increased withdrawals in an area where a water body or aquifer is below its minimum flow or level in the SWUCA. A permittee can move all or a portion of their permitted quantities to a new location or locations owned or controlled by the same permittee provided withdrawal of the quantities at the new location(s) meets all permitting rule criteria, and the net impacts to the MFL are not increased. There cannot be a change in ownership, control, Use Type category or an increase in quantities. Any change in Use Type category or increase in quantities becomes New Quantities (explained in Part III) and is not a Self-Relocation.

1. Is this application for Self-Relocation? ☐ Yes ☐ No
2. If Yes, what is the WUP Number of the originating permit? _____

An application for self-relocation involves the originating WUP and a new or modified WUP at the new site. Because of this relationship, if this application is approved, the originating WUP will be modified by the District to reflect the self-relocation at the same time this WUP is issued. **As such, this application is deemed to include a request to modify the originating WUP if the Self-Relocation is authorized. Do you agree?** ☐ Yes ☐ No

For applications for Self-Relocation, answer the questions in Part II with respect to the originating WUP and with respect to the self-relocation site in Part III.

PART II. DEMONSTRATION OF HISTORIC REASONABLE WATER NEEDS

Because of the existing impacts to the water resources in the SWUCA, the historic reasonable-beneficial water use for all applicants for WUP renewals, New Quantities and Self-Relocation is closely evaluated by the District.

SECTION A – EXCLUSION

Skip to **PART III, NEW QUANTITIES** if any of the following apply:

- ☐ This is an application for less than 100,000 gpd demand (including ground water, non-alternative water supply surface water, and alternative water supplies) on an average annual basis;
- ☐ This is an application for a new WUP; or
- ☐ This is an application for a Partial Transfer from an existing WUP.

SECTION B – HISTORICAL USE OF PERMITTED QUANTITIES

For all questions in this Section, the evaluation period is the previous permit term or the previous six years, whichever is greater.

1. Meter readings for renewals, modifications to increase quantities, and Self-Relocations: *The District will use the meter readings and pumpage data currently in the regulatory database to evaluate your historical use. It is advised that you review your historic pumpage data and check the appropriate box below. Upon request, historical meter readings and pumpage data are available from the District.*

- ☐ I have reviewed the meter readings and pumpage in the District's regulatory database and agree to have the District utilize that data as it currently exists in the evaluation of historical use.
- ☐ I have reviewed the data in the District regulatory database, and propose edits. The edited data is provided on a CD in electronic format compatible with Excel. An explanation for each edit is provided.

2. Non-meter reading documentation: In the absence of a complete record of historical pumpage data for the evaluation period specified above, attach documentation of actual use for the time when meter data is missing. Such documentation can be dated aerial photography; receipts for supplies, equipment and services; property appraiser's records; and other methods. Multiple documentation is preferred for cross-checks. If meter readings were required by the terms of your permit, but they were not submitted, these other methods of proving use will not suffice as a substitute.

a. Please indicate the types of documentation provided:

b. If meter readings were required by the terms of your permit but they were not submitted, on a separate page, please explain why.

- ☐ Attached ☐ N/A

SECTION C – LACK OF HISTORICAL USE OF FULL ALLOCATION

Permittees who have not utilized the full previously permitted allocation of water are required to demonstrate that the need for the full allocation of water will occur within the next permit term.

1. If requested annual average quantities are only those documented to have been previously used, check here and **skip to PART III, NEW QUANTITIES.**

- ☐ All allocated quantities are documented as used.

2. If during the previous permit term or the previous six years, whichever is greater, the full permitted annual average water quantities were not used, additional documentation is required if this application is for any of the following (check all that apply to your situation):
- ☐ Renewal of any unused quantities;
 - ☐ Modification to increase quantities; or
 - ☐ Self-Relocation of unused quantities.
3. Please provide the following:
- a. Substantive reasons, supported by documentation, why the previously unused allocation was not used.
 - ☐ Attached
 - b. An operation plan or business analysis that clearly demonstrates that the need for the previously unused quantities will occur within the next permit term for renewals and Self-Relocations, or remaining permit term for modifications to increase quantities. Substantive documentation that the unused quantities will be used during this time is required. Plans for incremental use of previously unused quantities or proposed New Quantities must document intentions year by year.
 - ☐ Attached

PART III. NEW QUANTITIES

"New Quantities" means water that is not currently authorized to be withdrawn by the applicant or not currently authorized to be used for the intended use by the applicant. This includes applications to modify existing permits to increase quantities, and/or change the Permit Use Type category (affecting only the modified portion), and applications for an initial permit. A modification to change crops or plants grown under an Agricultural Permit or to change a withdrawal location or Use Type category that is authorized by the terms of the permit or site certification at the time of issuance, is not a change in Permit Use Type category, provided that the quantities do not increase. In addition, when land is mined and the land will be returned to the Use Type category operation authorized under the Water Use Permit that existed prior to mining, such activity does not constitute a change in Use Type category or New Quantity, provided the former use is not increased such that additional quantities are needed. (Rule 40D-2.021, F.A.C.)

Note: Previously unused permitted quantities are not considered New Quantities. This section is designed to assist the applicant to recognize if any quantities on this application are considered New Quantities.

SECTION A – EXCLUSIONS

1. **Application for a straight renewal** – For the purposes of this form, if all of the following situations pertain to this application, the application is considered a straight renewal and does not include New Quantities.
- a. There is to be no increase in annual average quantities;
 - b. There will be no change in water use withdrawal location(s); and
 - c. There will be no increase in water quantities per Use Type category.
- ☐ Yes, all the above conditions pertain to this application. **Skip to PART V, IMPACTS TO STRESSED LAKES.**
- ☐ No. **Continue to question 2.**
2. **Irrigation allocation rate increase** – Is the basis for a requested increase in quantities due solely to an increase in the inch/acre application rate* as calculated by the District's irrigation water allotment program, AGMOD**?
- * The crop type, soil type, irrigation method and all other input parameters must be the same as was input for the current permit.
- ** The District's AGMOD program as constructed by the District with no user-modifications made to any parameters used in the calculations.
- ☐ Yes. These additional quantities are not New Quantities. **Skip to PART V, IMPACTS TO STRESSED LAKES.**
- ☐ No. **Continue to SECTION B.**

SECTION B – CALCULATION OF NEW QUANTITIES

Completion of this section requires that the application form and pertinent Use Type category Supplemental Form(s) be completed in order for the applicant to have calculated proposed annual average quantities for all proposed Use Type categories.

Please complete the chart below with existing and proposed annual average quantities for each existing and proposed Use Type category.

1. **Column A – Quantities for Existing Use Type(s):** Show permitted annual average quantities for all Use Type categories that are currently permitted on this WUP. Put a zero (0) if quantities are not currently permitted for a particular Use Type category.
 - If this is an application for Self-Relocation, show the Use Type category quantities on the originating WUP.
 - If this is an application for a partial transfer, show the Use Type category quantities currently permitted on the parcel of land to be transferred.
 - If this is an application for a new WUP (including new WUPs issued because the former WUP expired), input zeros for all Use Type categories.
 - If this is an application to consolidate several WUPs into this WUP, sum the annual average quantities for each Use Type category on each of the WUPs to be consolidated.
2. **Column B – Quantities for Proposed Use Type(s):** Specify annual average quantities for all proposed Use Type categories.
 - If this is an application for Self-Relocation, show the proposed annual average quantities and proposed Use Type categories at the new site. Note, if they are different from Column A, this is not a Self-Relocation situation.
3. **Column C – Difference in Use Type Quantities:** Subtract existing quantities from proposed quantities for each Use Type category.
4. **Column D – New Quantities:** For each row, where the number in Column C is **positive**, input that quantity into Column D. Sum the values in Column D for Total New Quantities.

	A	B	C	D
Use Type Category	Existing Quantities	Proposed Quantities	Proposed Minus Existing Quantities (B – A)	New Quantities (Positive Values in Column C)
Agriculture				
Recreation or Aesthetic				
Industrial or Commercial				
Public Supply				
Mining or Dewatering				
Total New Quantities:				

These are the New Quantities that are pertinent to the Minimum Flows and Levels Impact Assessment, addressed in **PART IV** on the next page.

PART IV. MINIMUM FLOWS AND LEVELS IMPACT ASSESSMENT**See Section 3.9.2 of the Water Use Permit Applicant's Handbook Part B.**

In addition to evaluating water use impacts with respect to Rule 40D-2.301, F.A.C. (addressed in the "Impacts" section of the application form), all applicants for New Quantities must address the potential individual and cumulative impacts that withdrawal of those New Quantities have on Minimum Flows and Levels (MFLs) as established in Chapter 40D-8, F.A.C.

SECTION A – MFLs IN THE SWUCA

Three MFLs were established in the SWUCA on January 1, 2007, and the established minimums are given in Chapter 40D-8, F.A.C.

- 1. Salt Water Intrusion Minimum Aquifer Level (SWIMAL)** – *The Minimum Aquifer Level for the Floridan Aquifer potentiometric surface is 13.1 feet, National Geodetic Vertical Datum (NGVD) in the Most Impacted Area (MIA) of the SWUCA (Rule 40D-8.626, F.A.C.)*
- 2. Upper Peace River** – *The upper Peace River is defined as that portion of the Peace River beginning at the confluence of Saddle Creek and the Peace Creek Canal, and extending southerly to the United States Geological Survey Zolfo Springs River gauge number 02295637 and including the watershed contributing to that portion of the Peace River (Rule 40D-2.021(11), F.A.C.). The minimum flow of the upper Peace River is described in Rule 40D-8.041(5), F.A.C.*
- 3. Ridge Lakes** – *The Ridge Lakes are all lakes in the area of the District described in Rule 40D-2.801(3)(b)(3), F.A.C. Specific minimum levels are set in Table 8-2 in Rule 40D-8.624(13), F.A.C. Because the District's MFL program sets minimum levels for lakes in an ongoing manner, the applicant is also referred to the District's website for the latest list of lakes with established minimum levels.*

SECTION B – EXCLUSION

Check if one of the statements below applies and skip to PART V, IMPACTS TO STRESSED LAKES

1. ☐ This application does not include New Quantities;
2. ☐ The total demand is less than 100,000 gpd on an annual average basis (counting all sources of water including alternative water supplies), and withdrawals of New Quantities do not impact a MFL. Contact Water Use Regulation staff in the Service Office that manages your permit to determine this.

SECTION C – NO IMPACTS TO MFLs

If the proposed withdrawals of New Quantities are not predicted to impact established MFLs individually or cumulatively as described in SECTION E, the withdrawal can be authorized if all other conditions of issuance in Chapter 40D-2, F.A.C. are met. Substantive documentation of the total depth, casing depth and liner depth is required for all wells.

SECTION D – IMPACTS TO WATER BODIES ABOVE AN ESTABLISHED MFL

If the water body is above its established MFL at the time this application is submitted, withdrawal of New Quantities can be authorized with the following provisions:

1. The New Quantity amount is limited to that which meets all the conditions of issuance in Rule 40D-2.301, F.A.C.; and
2. Withdrawal of the New Quantity does not cause the actual flow or level to fall below the Minimum Flow or Level on a long-term average basis or as compliance may be further specified in Chapter 40D-8, F.A.C.

Check the District's website or contact District staff to find the current level or flow of the three MFLs listed below.

SECTION E – IMPACTS TO WATER BODIES BELOW AN ESTABLISHED MFL

If the proposed withdrawals of New Quantities are predicted to impact a water body that is currently below its established MFL, the withdrawal will not be authorized unless a Net Benefit is provided (see **PART VI**). However, the applicant has the option to reduce or redistribute the New Quantity withdrawals to achieve no impact. If this option is taken, it should be taken prior to submission of this application. The MFL water bodies and description of the impact assessment(s) necessary are given on page 6 for the applicant's convenience. However, please refer to Section 3.9.2 of the Water Use Permit Applicant's Handbook Part B for a full description of these water bodies and MFLs and the evaluation criteria, including the Floridan aquifer guidance levels mentioned below.

1. **Salt Water Intrusion Minimum Aquifer Level (SWIMAL)** – The submitted cumulative impact assessment must determine whether the proposed withdrawal of New Quantities causes any lowering (> 0.0 feet) of the Floridan aquifer potentiometric surface within the MIA as well as at the boundary of the MIA (see attached map). The output is to depict the MIA boundary.
2. **Upper Peace River** – The impact assessment must address impacts of withdrawing proposed New Quantities on the established Minimum Flows for the Peace River. For surface water withdrawals, the applicant must assess the proposed reduction in flow relative to the established MFLs for the river. For ground water withdrawals, an assessment must be made of the impact on Floridan aquifer levels below the upper Peace River as well as below any of its tributaries that are in hydrologic contact with the Floridan aquifer within the upper Peace River watershed depicted on the attached map. The impact analysis output must depict the watershed outline as shown on the attached map. The applicant may contact the District for a smaller scale map that shows the watershed outline with respect to geographic features and section-township-range. Cumulative impacts to ground water levels are assessed by comparing current aquifer levels with a guidance level, as described below.
 - a. If the Floridan aquifer potentiometric surface is impacted (> 0.0 feet decrease), but the current potentiometric level is above the guidance level of 53.3 feet NGVD (National Geodetic Vertical Datum), and the withdrawal individually meets the conditions of Rule 40D-2.301(1)(b) and (c), F.A.C., and Basis of Review Chapter 4, Section 4.2 C (impacts to streams), the withdrawal is deemed to not cumulatively impact the upper Peace River. If the withdrawal individually does not meet the conditions of Rule 40D-2.301(1)(b) and (c), F.A.C., and Section 3.9.2 of the Water Use Permit Applicant's Handbook Part B, further action is required to eliminate the impact or to provide a Net Benefit.
 - b. If the current Floridan aquifer level is below the guidance level of 53.3 feet NGVD, further action is required to eliminate the impact or to provide a Net Benefit.
3. **Ridge Lakes** – For ground water withdrawals, the impact assessment must determine whether the proposed withdrawal cumulatively or individually causes any lowering (> 0.0 feet) of the Floridan aquifer potentiometric surface below lakes (Ridge Lakes) located in the area described in Rule 40D-2.801(3)(b)(3), F.A.C. (see attached map). For surface water withdrawals, the impact assessment must evaluate the effects of the proposed lowering of lake levels with respect to the criteria in Section 3.9.2 of the Water Use Permit Applicant's Handbook Part B. Cumulative impacts to ground water levels are assessed by comparing current Floridan aquifer levels with the guidance level, as described below.
 - a. If the Floridan aquifer potentiometric surface is impacted (> 0.0 feet decrease), but the current surface is above the guidance level of 91.5 feet NGVD, and the withdrawal individually meets the conditions of Rule 40D-2.301(1)(b) and (c), F.A.C., and Section 3.9.2 of the Water Use Permit Applicant's Handbook Part B, the withdrawal is deemed to not cumulatively impact Ridge Lakes. If the withdrawal individually does not meet the conditions of Rule 40D-2.301(1)(b) and (c), F.A.C., and Section 3.9.2 of the Water Use Permit Applicant's Handbook Part B, further action is required to eliminate the impact or to provide a Net Benefit.
 - b. If the Floridan aquifer potentiometric surface is below the guidance level of 91.5 feet NGVD, further action is required to eliminate the impact or to provide a Net Benefit.
4. **Other MFLs** – *The withdrawal of New Quantities in the SWUCA must not adversely impact any MFLs in the District. Contact District staff to determine if there are other MFLs that must be evaluated for this application.*

If the proposed withdrawal of New Quantities impacts an MFL other than the three listed above, indicate which water body is impacted.

☐ No water bodies having an established MFL are impacted.

☐ MFL water body is impacted (name): _____

☐ MFL water body is impacted (name): _____

If you checked that water body with an established MFL is predicted to be impacted, this impact must be reduced to no impact as described in Chapter 40D-8, F.A.C.

PART V. IMPACTS TO STRESSED LAKES

Permit applications that are for withdrawals that either directly or indirectly affect a lake on the stressed lakes list in the SWUCA must include a plan that clearly shows that both existing and proposed withdrawals can be ceased immediately when the lake level falls to or below the high minimum level or high guidance level, whichever level type is appropriate. If the lake is currently below the high minimum level or high guidance level, the withdrawal point(s) must not be used until the level is above the appropriate level. High minimum and high guidance levels are described in Rule 40D-8.626, F.A.C.

- ☐ Existing and proposed withdrawals do not directly or indirectly impact a stressed lake, as shown in the impact assessment.
- ☐ This application includes withdrawal(s) that are predicted to impact: _____
(input name of lake(s))

Attach a plan that describes how the proposed activity will be altered to cease withdrawals from this lake if the lake level falls to or below the high minimum level or high guidance level, whichever is appropriate until such time as the lake rises above the appropriate level.

- ☐ Attached.

PART VI. NET BENEFIT

*A **Net Benefit** is an activity or measure that results in an improvement to a MFL water body that offsets a predicted impact to the same MFL that is caused by the proposed withdrawal of New Quantities so that the resulting impact is at least a 10% reduction of the existing impact. If this application includes New Quantities that are predicted to cause impacts to an MFL as described in **PART IV**, the New Quantities shall not be permitted unless the applicant incorporates into this application actions or measures that are predicted to completely offset this impact plus provide at least a further 10% reduction of impacts.*

If impacts are predicted, a Net Benefit must be accomplished. If the Net Benefit type is a Ground Water Replacement Credit, attach the "Southern Water Use Caution Area Ground Water Replacement Credit Application (Form No. LEG-R.011.01)". If a different type of Net Benefit is proposed, attach the "Net Benefit Supplemental Form - Southern Water Use Caution Area" (Form No. LEG-R.010.01).

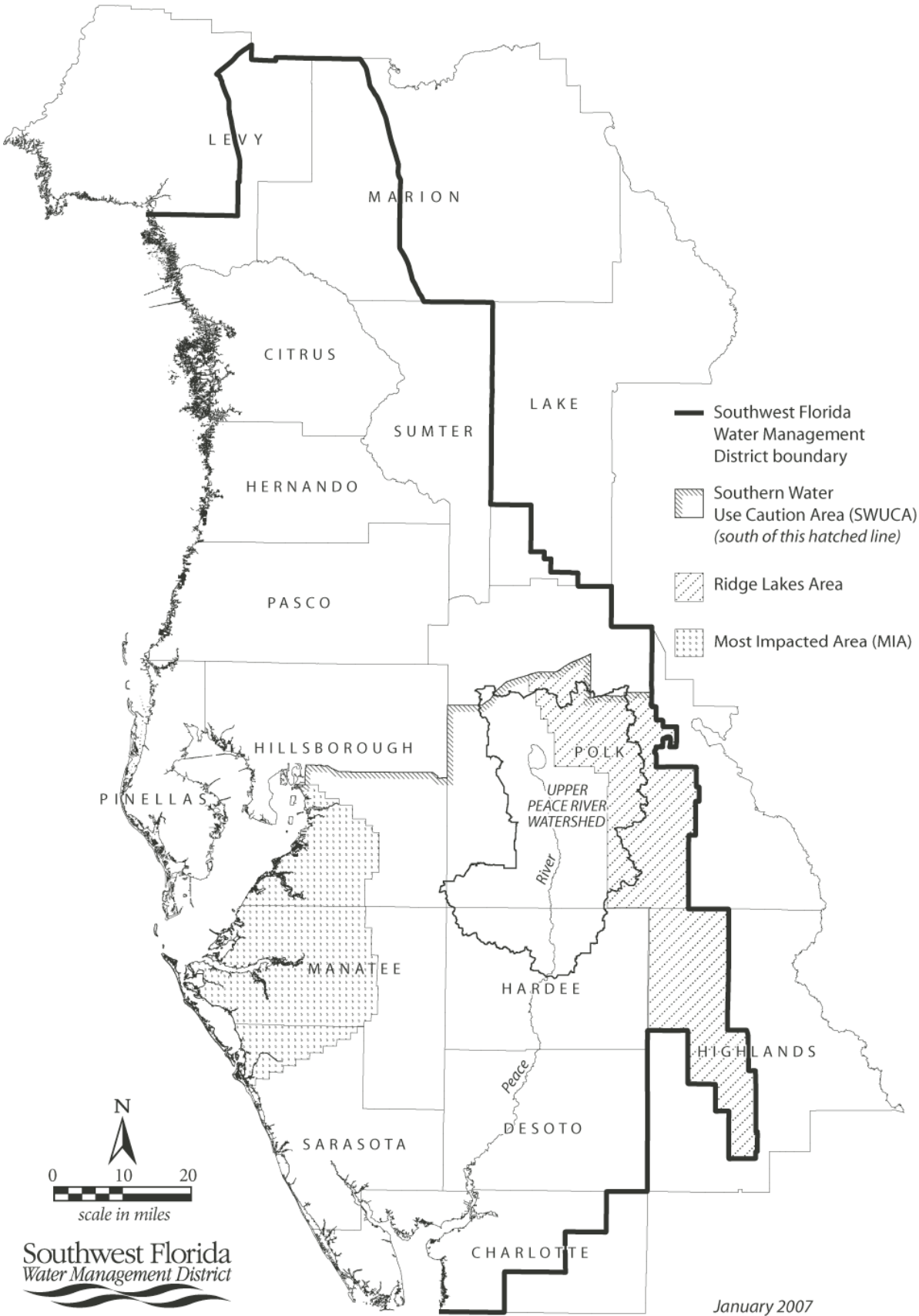
- ☐ SWUCA Ground Water Replacement Credit Application (Form LEG-R011.02) attached.
- ☐ Net Benefit Supplemental Form – SWUCA (Form LEG-R.010.02) attached.
- ☐ N/A – Impacts are not predicted.

PART VII. SITE INFORMATION

MAPS FOR ALL USE TYPE CATEGORIES – In addition to the information required on the maps specified in the application form, please include the following:

1. Areas proposed to be irrigated referenced to the withdrawal points that are to withdraw the water.
2. Locations of the site of entry of water sources that are supplied by another entity.
3. Locations of above-ground or in-ground storage facilities for the off-site water sources.

Minimum Flows and Levels in the Southern Water Use Caution Area





Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

August 8, 2025

To Board of Supervisors
South Bay Community Development District
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

We are pleased to confirm our understanding of the services we are to provide South Bay Community Development District, Hillsborough County, Florida ("the District") for the fiscal year ended September 30, 2025. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of South Bay Community Development District as of and for the fiscal year ended September 30, 2025. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2025 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

South Bay Community Development District

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

South Bay Community Development District

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$6,000 for the September 30, 2025 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

Grau & Associates and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Grau agrees and acknowledges that the District is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the District has a good faith belief that the Grau has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor performing work under this

South Bay Community Development District

Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Grau and order Grau to immediately terminate the contract with the subcontractor. Grau shall be liable for any additional costs incurred by the District as a result of the termination of a contract based on Grau's failure to comply with E-Verify requirements evidenced herein.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to South Bay Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,


Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of South Bay Community Development District.

By:  Christina Newsome

Title: DISTRICT MANAGER

Date: 11/3/2025

South Bay Community Development District



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

Public-Private Partnership Proposal

Submitted by ASolo Acquisitions, LLC

To: South Bay Community Development District Board of Supervisors



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34. Exhibit 8 | Conveyances

ASolo Acquisitions, LLC
PO Box 98
Jupiter, FL 33458

November 4th, 2025

Submitted To:
South Bay Community Development District
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607

Re: Conditional Public-Private Partnership (PPP Proposal Submission

Dear Board Members,

On behalf of ASolo Acquisitions, LLC and its assigns ("ASolo"), we are pleased to submit this conditional Public-Private Partnership (PPP) proposal for consideration by the South Bay Community Development District ("South Bay CDD"), pursuant to Section 255.065, Florida Statutes.

The proposed property exchange is structured as an equitable land exchange under the Public-Private Partnership (PPP) framework, advancing mutual public benefit and community enhancement. Parcel values will be verified through certified independent appraisals, with closing contingent upon completion of the required Planned Development (PD) amendments and FEMA flood map revisions. The process will ensure full compliance with all statutory and regulatory requirements, including mutual acceptance of appraised values and transparent public oversight. The Parcel conveyed to the Community Development District (CDD) by the Applicant will, through PD modifications, carry zoning entitlements for future recreational uses consistent with the District's intended public purpose.

The District's appraisal of the subject properties, prepared by Fishkind & Associates, has been received and is included within the attached exhibits for reference and incorporation into the record.

The following proposed timeline reflects the anticipated PPP review process in coordination with the District's meeting schedule:

Milestone	Target Date	Description
ASolo Submits PPP	November 3, 2025	Submission of formal PPP proposal and application fee to the Board
1st CDD Meeting	November 12, 2025	Presentation of PPP application and proposal framework
2nd CDD Meeting	December 10, 2025	Review of draft PPP agreement and Board feedback
Final Execution	January 9, 2026	Completion and execution of PPP contract (subject to mutual review and approval).

We thank the Board for its consideration and the opportunity to partner in advancing a balanced, community-centered solution for the long-term benefit of South Bay.

Respectfully submitted,



Anthony "Tony" Solo
President, ASolo Acquisitions, LLC
Email: aps@asolore.com

Phone: 561-632-4900

Applicant Information

ASOLO ACQUISITIONS, LLC
PO Box 98
Jupiter, FL 33458
Email: aps@asolore.com
Phone: 561-632-406

Company Overview

ASolo is a vertically integrated real estate acquisition and development firm based in Jupiter, Florida. The company specializes in identifying, entitling, and developing properties across the luxury residential single family, multifamily, condominium and build-for-rent sectors throughout Florida, Colorado, and the broader Southeast region. ASolo's expertise lies in managing complex land transactions and entitlement processes in high-barrier-to-entry markets. Through disciplined site selection, design, and project management, the firm delivers high-quality developments that align with community needs and investor objectives.

Experience and Focus Areas

- Recent Build-for-Rent and Multifamily Communities – Delivering large-scale residential projects such as Twelve Oaks and Hoffner and Hoffner West developments in Orlando, FL, totaling 858 units.
- Urban Infill Redevelopment – Strategic zoning and redevelopment work in downtown West Palm Beach, contributing to the area's growth as "Wall Street South." and the Brightline train station Transit Oriented Development.
- Luxury and Resort Developments – Successful projects in Palm Beach, FL and Winter Park, CO, Charleston, SC, demonstrating ASolo's versatility in high-end residential design and execution.

Guiding Approach

Responsible Growth: Ensuring projects contribute to long-term community and environmental resilience

Balanced Partnerships: Creating fair, fiscally sound agreements between public and private.

Quality and Integrity: Delivering well-designed, sustainable developments that respect local character and context.

Principal Contact

Anthony "Tony" Solo
 President, ASolo Acquisitions, LLC
 Email: aps@asolore.com
 Phone: 561-632-4906

About Tony Solo

Tony Solo has over 40 years of experience in design, development, and strategic land acquisition across the Southeast. Beginning his career in architecture at the University of Miami, Tony has led the design and construction of hundreds of homes and multifamily communities valued at over \$500,000,000. His approach emphasizes creativity, pragmatism, and strong relationships with local agencies and stakeholders.

Executive Summary

ASolo (“Applicant”) submits this proposal to the South Bay Community Development District (“South Bay CDD”) for consideration of a Public-Private Partnership (PPP structured as an equal value property exchange.

Under this concept, the South Bay CDD would convey a parcel currently utilized as a parking lot and adjacent roadways (the “Parking Parcel”) in exchange for one waterfront parcels on Tampa Bay controlled by ASolo (“Recreation Parcel 1”). The Recreation Parcel would be dedicated to the CDD.

The proposed property exchange is structured as an equitable land exchange under the Public-Private Partnership (PPP) framework, advancing mutual public benefit and community enhancement. Parcel values will be verified through certified independent appraisals, with closing contingent upon completion of the required Planned Development (PD) amendments and FEMA flood map revisions.

The process will ensure full compliance with all statutory and regulatory requirements, including mutual acceptance of appraised values and transparent public oversight. The Parcel conveyed to the Community Development District (CDD) by the Applicant will, through PD modifications, carry zoning entitlements for future recreational uses consistent with the District’s intended public purpose.

This proposal is consistent with the South Bay CDD’s long-term objectives to enhance recreational amenities, improve resiliency, and promote sustainable development along the waterfront.

ASolo looks forward to collaborating with the District and its consultants to refine project details, confirm valuations, and structure a formal PPP agreement that advances shared community priorities.

Exchange Framework

Overview:

The proposed property exchange between the South Bay Community Development District ("South Bay CDD") and ASolo ("Applicant") is structured as an equitable land exchange transaction for mutual public benefit

South Bay CDD Conveyance (to ASolo)

Property Description: A parcel consisting of the existing of the North and South parking lots and adjacent roadway areas, as detailed in the corresponding exhibits. These parcels currently do not have zoning and density pursuant to the Master "PD".

Appraised Value: To be determined through certified appraisals mutually accepted by both parties. See attached exhibits.

ASolo Conveyance (to South Bay CDD)

Property Description: (1) waterfront parcel fronting Tampa Bay, identified as Recreation Parcel 1 ("Rec-1"), as shown in the corresponding exhibits. **Intended Future Use:** Community and recreational purposes. See attached exhibits.

Public Connectivity: Dedicated public easements will link Rec-1 to the existing public beach and fishing pier, enhancing public access and continuity of waterfront recreation. See attached exhibits.

Flood Mitigation: The recreation parcels are to proposed to be elevated to an "X" flood zone classification through resiliency improvements prior to conveyance.

Appraised Value: To be equalized with the South Bay CDD conveyance through certified independent appraisals. See attached exhibits.

Valuation and Conditions

The exchange will proceed based on the fair market value (FMV) established through the appraisal prepared by Fishkind & Associates, which has been completed and included in the submitted exhibits. This appraisal serves as the baseline valuation for both the District and applicant parcels and provides the foundation for determining a fiscally neutral exchange.

The proposed exchange is conditional upon mutual agreement between the District and the Applicant regarding both the appraised value and the area of the parcels to be exchanged. If the accepted appraisal identifies a difference in value, that differential shall be reconciled through a mutually agreed adjustment. Which can be either by an equitable exchange of property, a modification to bond O&M, or an allocation dedicated exclusively to shared public enhancements such as entry features, landscaping, or other community benefit improvements, rather than private subdivision enhancements.

Upon confirmation of mutual acceptance of the appraisal and property boundaries, the Public-Private Partnership (PPP) process will advance in accordance with Section 255.065, Florida Statutes, and the adopted procedural schedule. The agreement shall remain binding and not subject to unilateral modification or rescission except in the event of noncompliance with statutory PPP provisions."

Regulatory Authorizations and Compliance

This section outlines the regulatory framework and compliance obligations governing the proposed

Public-Private Partnership (PPP) property exchange between ASolo and the South Bay Community Development District (“South Bay CDD”). It establishes the process by which both parties will obtain, document, and coordinate all necessary regulatory approvals in accordance with statutory requirements and the CDD’s fiduciary responsibilities.

ASolo (“Applicant”) and the South Bay CDD acknowledge that the contemplated property exchange and any subsequent development activities are subject to applicable regulatory approvals and agency authorizations. These approvals shall be obtained in accordance with statutory requirements, the CDD’s fiduciary obligations, and all governing public procurement and land-use regulations.

ASolo shall be responsible for securing all necessary permitting and entitlements, including coordination with applicable local, regional, and state agencies.

In addition to the Planned Development (PD) amendments, appraisals, and easement filings described herein, the following agency actions and authorizations will be coordinated and completed as conditions precedent to closing:

1. FEMA Coordination:

South Bay CDD authorization and formal approval will be included as part of the Federal Emergency Management Agency (FEMA) application process and any related submissions or amendments necessary to secure flood map revisions, flood zone reclassifications, and related resiliency measures affecting the Recreation Parcels.

2. U.S. Army Corps of Engineers and TPA Coordination:

South Bay CDD authorization will also be incorporated into all applications, submittals, and supporting documentation required by the United States Army Corps of Engineers and the Parcel I Title Policy Administrator (TPA) for permits, notices of intent, or other regulatory approvals necessary to effectuate:

- the property conveyance;
- development entitlements; and
- the public easement realignment associated with the parcels described in this proposal

3. Mutual Cooperation and Governance:

Both parties agree to cooperate in good faith and provide timely board resolutions, attestations, or formal authorizations as required by applicable law or permitting guidance. The South Bay CDD shall retain full authority to review, approve, or condition such actions in fulfillment of its statutory fiduciary duties to the district and its residents.

All regulatory actions will be documented within the PPP record and coordinated in a transparent manner consistent with public notice, agency guidance, and the procedural requirements of Chapter 287, Florida Statutes, governing public-private partnerships.

Public Benefits

Recreation Parcels: South Bay CDD would gain control of Recreation Parcel 1 for its intended use at the completion of the entitlement and permitting process and closing of the transaction.

Enhanced Connectivity: A permanent public easement ensures continuous public access from the recreation facilities to the beach and fishing pier.

Flood Resiliency: Raising the recreation parcels to an “X” flood zone secures their viability, reduces long-term maintenance risks, and enhances public safety.

Like Kind Exchange: This PPP exchange with appraisals ensures cost neutrality, protecting South Bay CDD taxpayers from added burden or debt.

Entitlement Approval Process: ASolo assumes responsibility for securing all necessary PD amendments, ensuring zoning, building, infrastructure engineering, and FEMA revisions align with the proposed uses of both exchanged properties.

Enhanced Value: As stated in the Entitlement Approval Process paragraph above, this PD Amendment will be processed by ASolo at no cost to the District. the CDD will be receiving a PD amendment that allows for the future intended use of recreation, that will include the ability to construct buildings, pools, and pickleball courts, as shown in the attached exhibits.

Exhibit 1 Parking Parcels North and South Parking Lots and with Adjacent Roadways

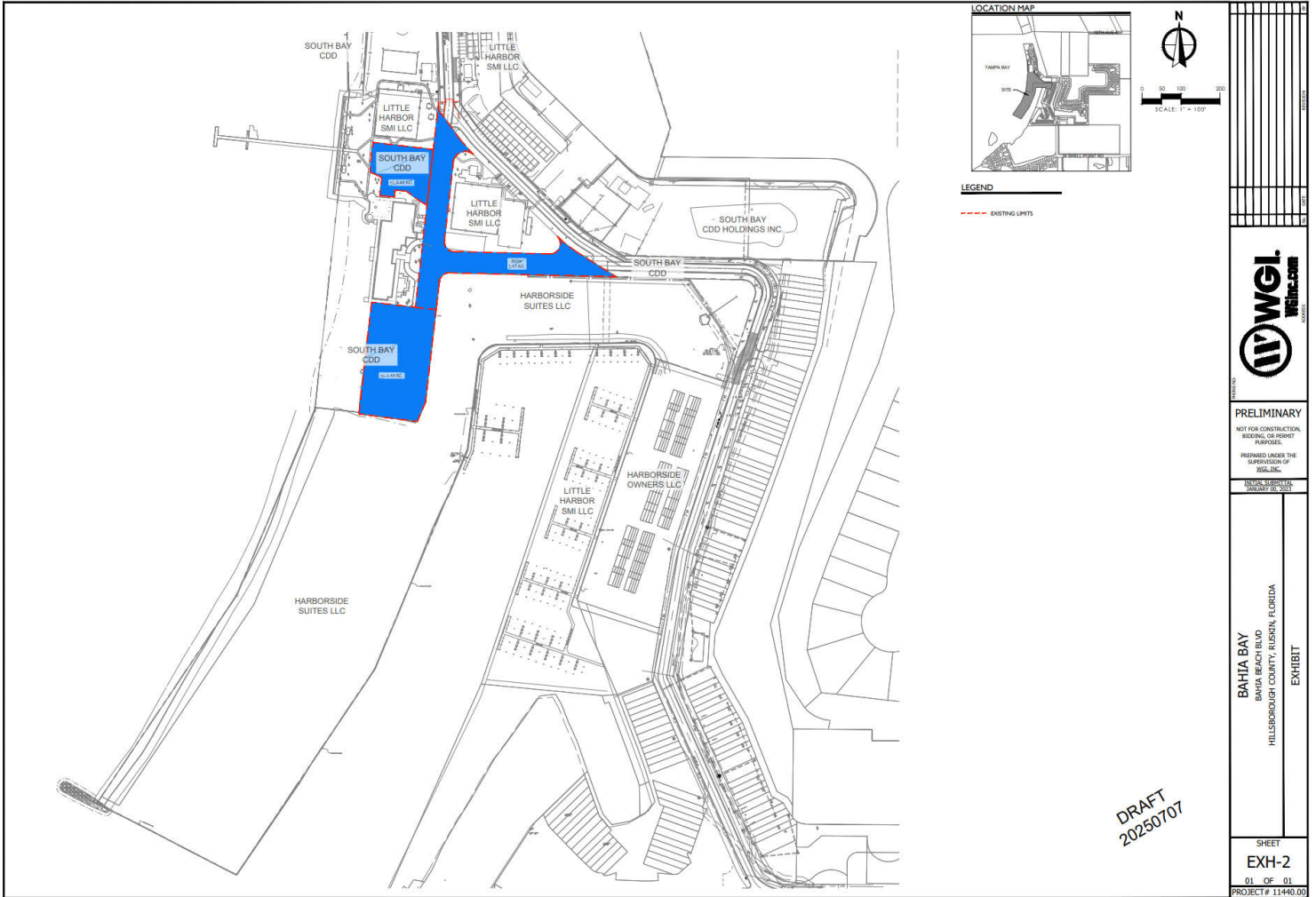


Exhibit 2
Recreation Parcel 1

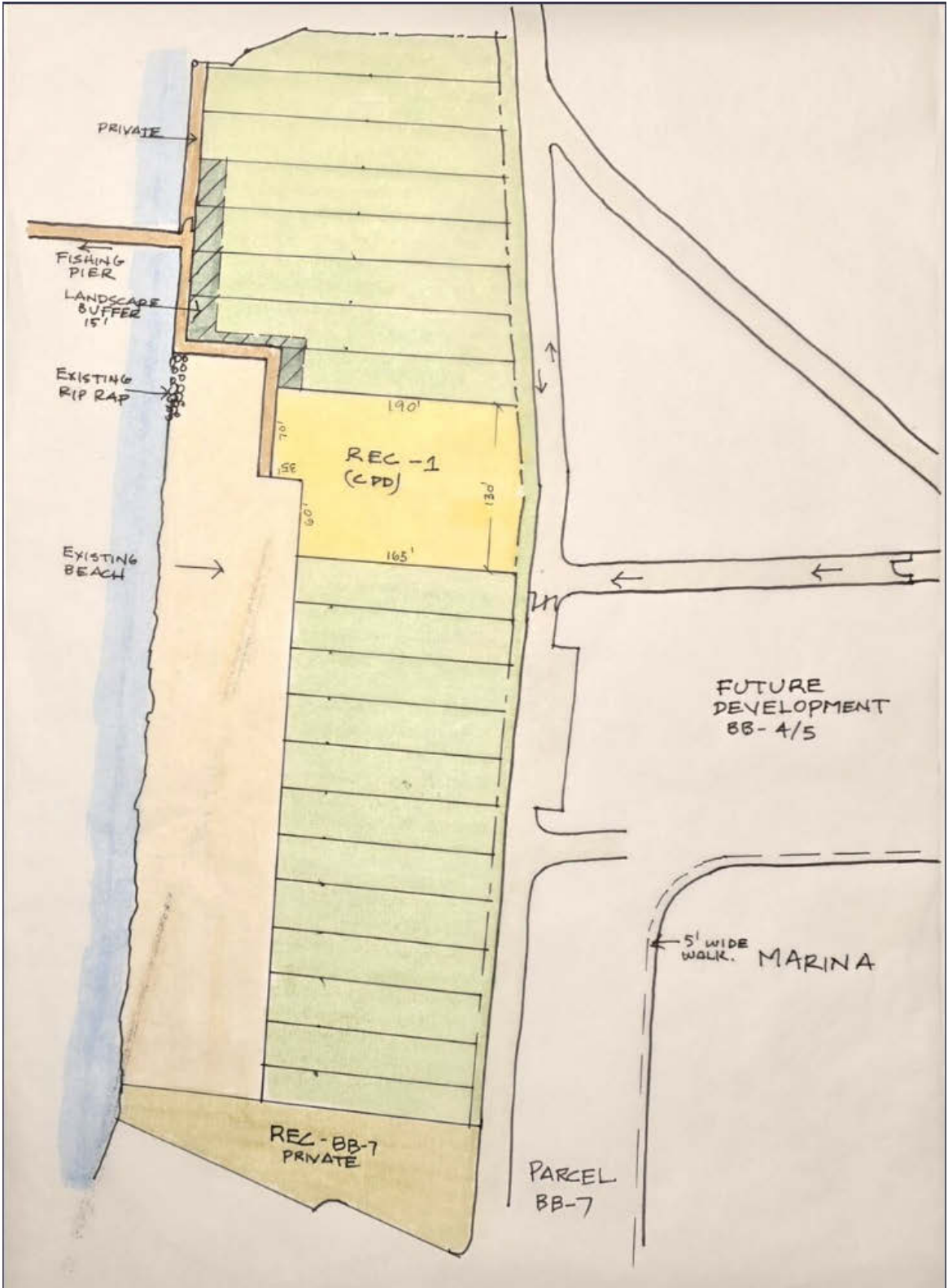
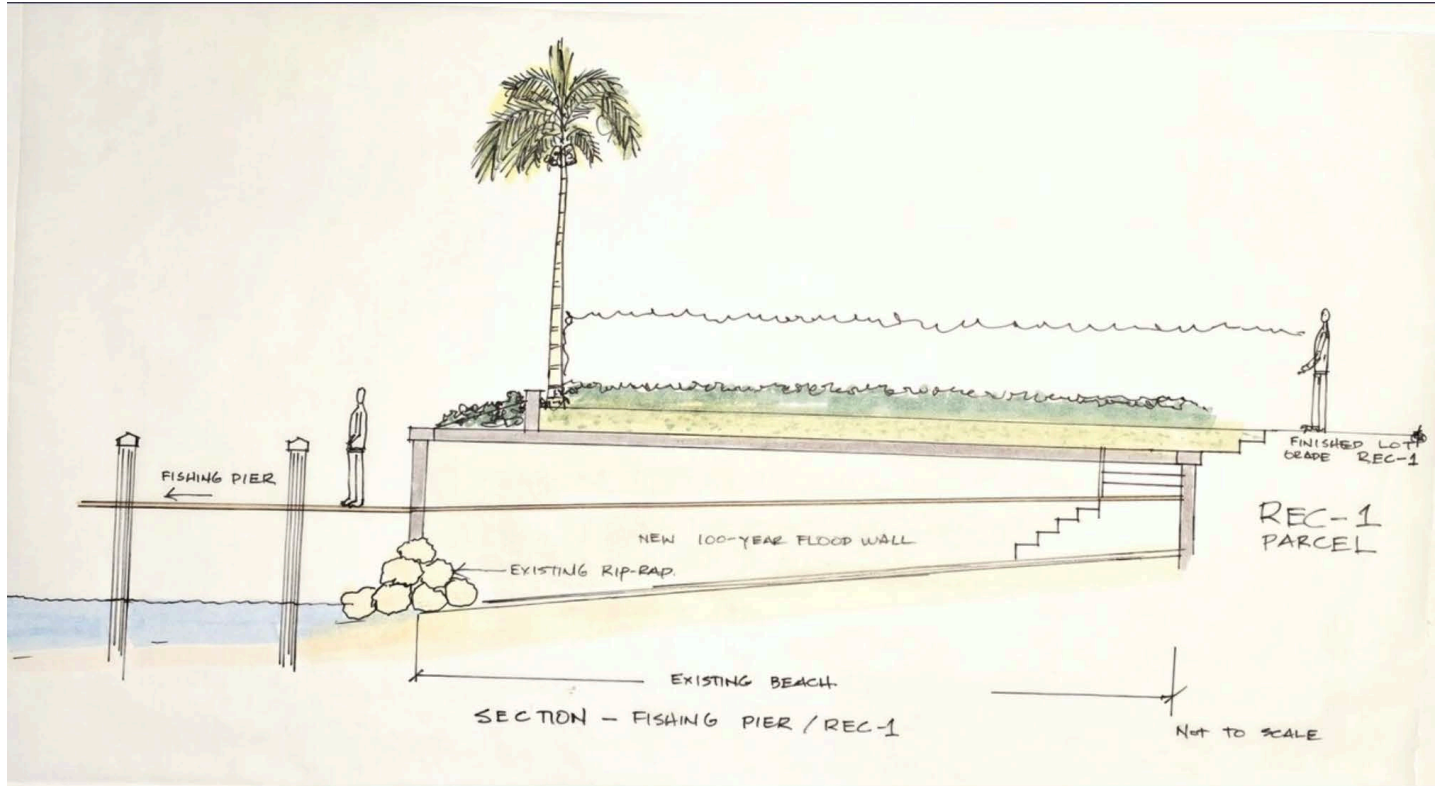


Exhibit 3

Cross Section Parcel 1, Fishing Pier and Beach



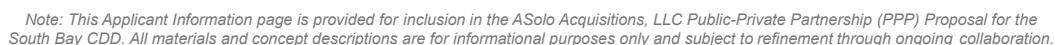
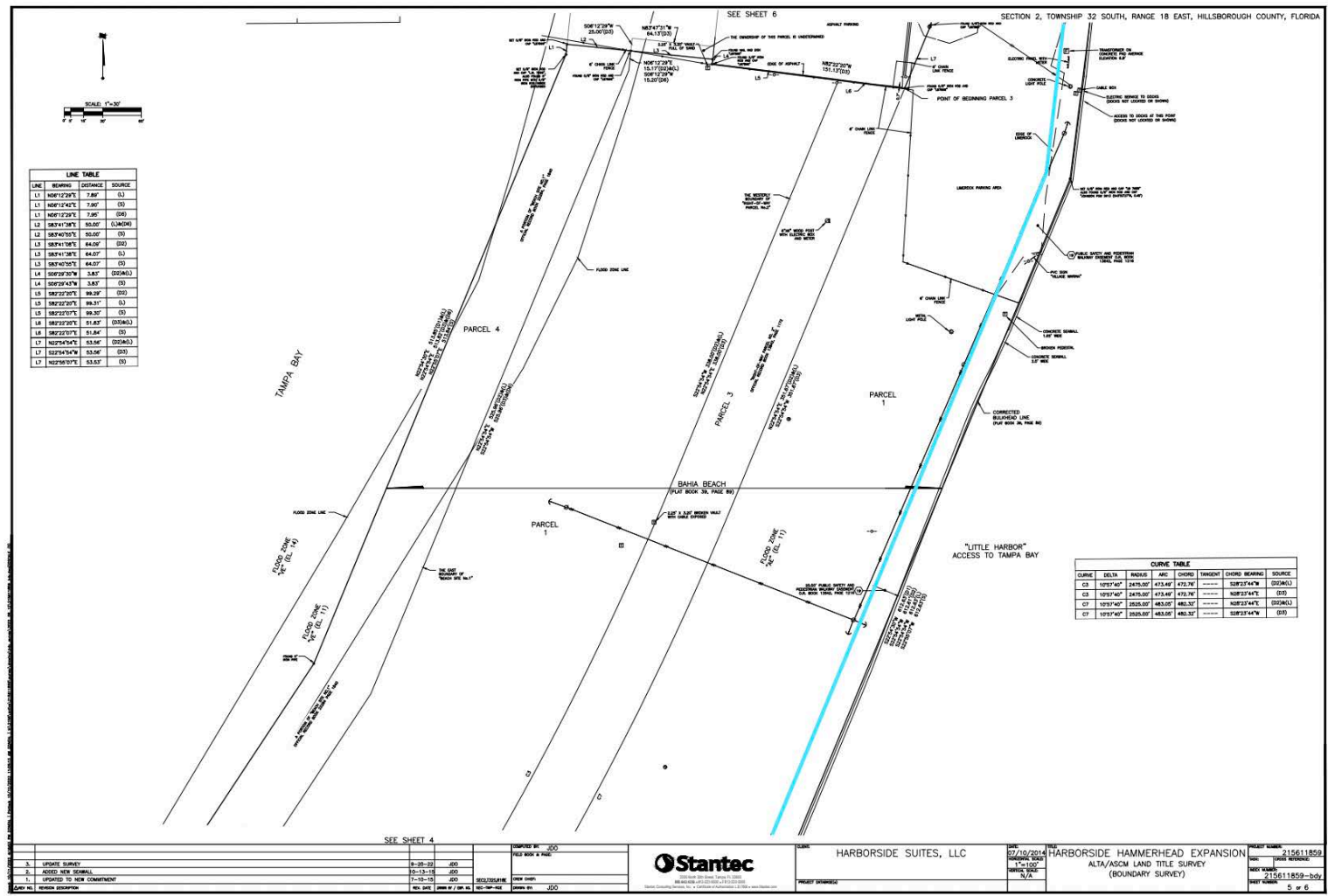


Exhibit 4
Public Safety & Pedestrian Walkway Easement (Page 2 of 3)



Note: This Applicant Information page is provided for inclusion in the ASolo Acquisitions, LLC Public-Private Partnership (PPP) Proposal for the South Bay CDD. All materials and concept descriptions are for informational purposes only and subject to refinement through ongoing collaboration.

Exhibit 4

Public Safety & Pedestrian Walkway Easement (Page 3 of 3)

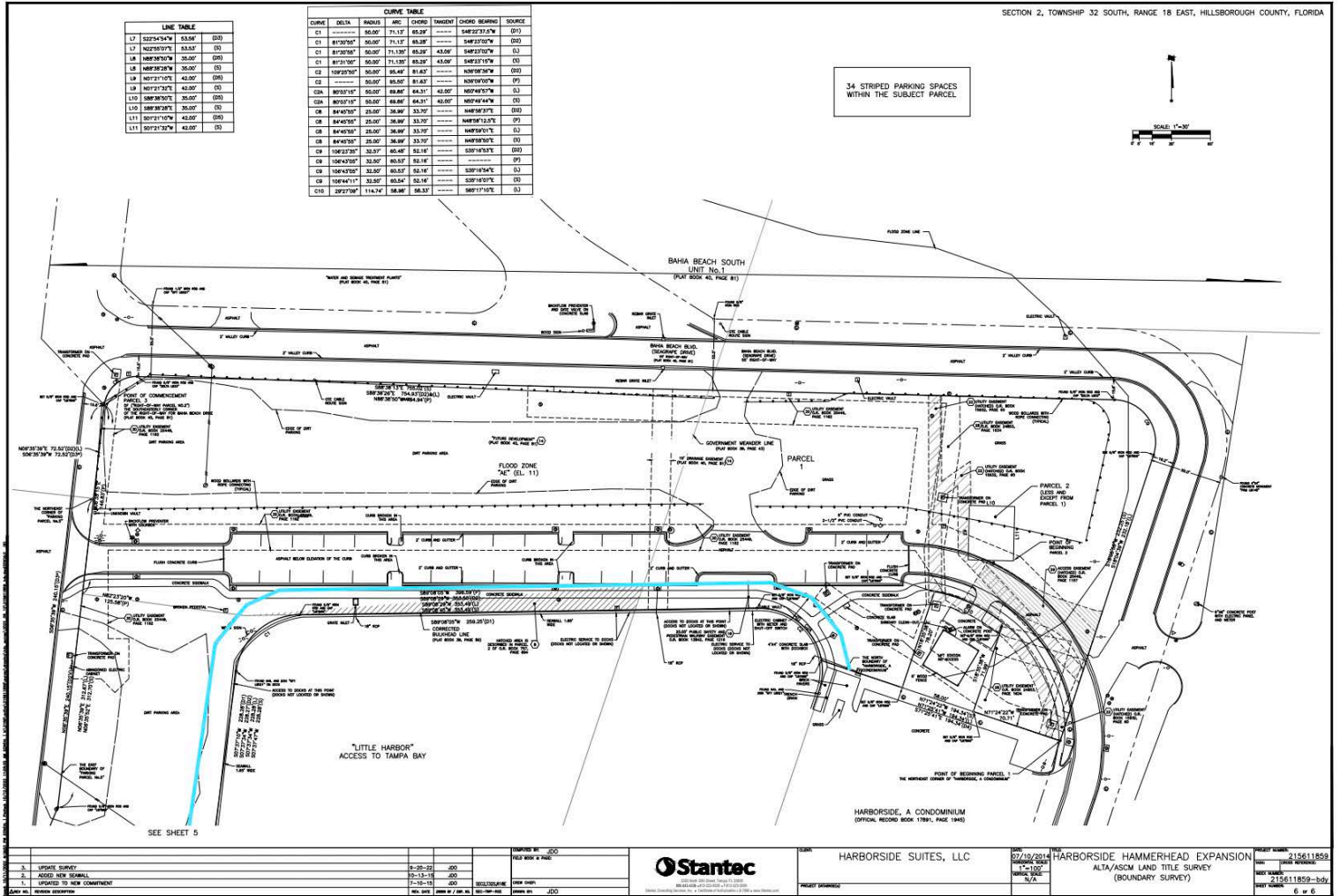
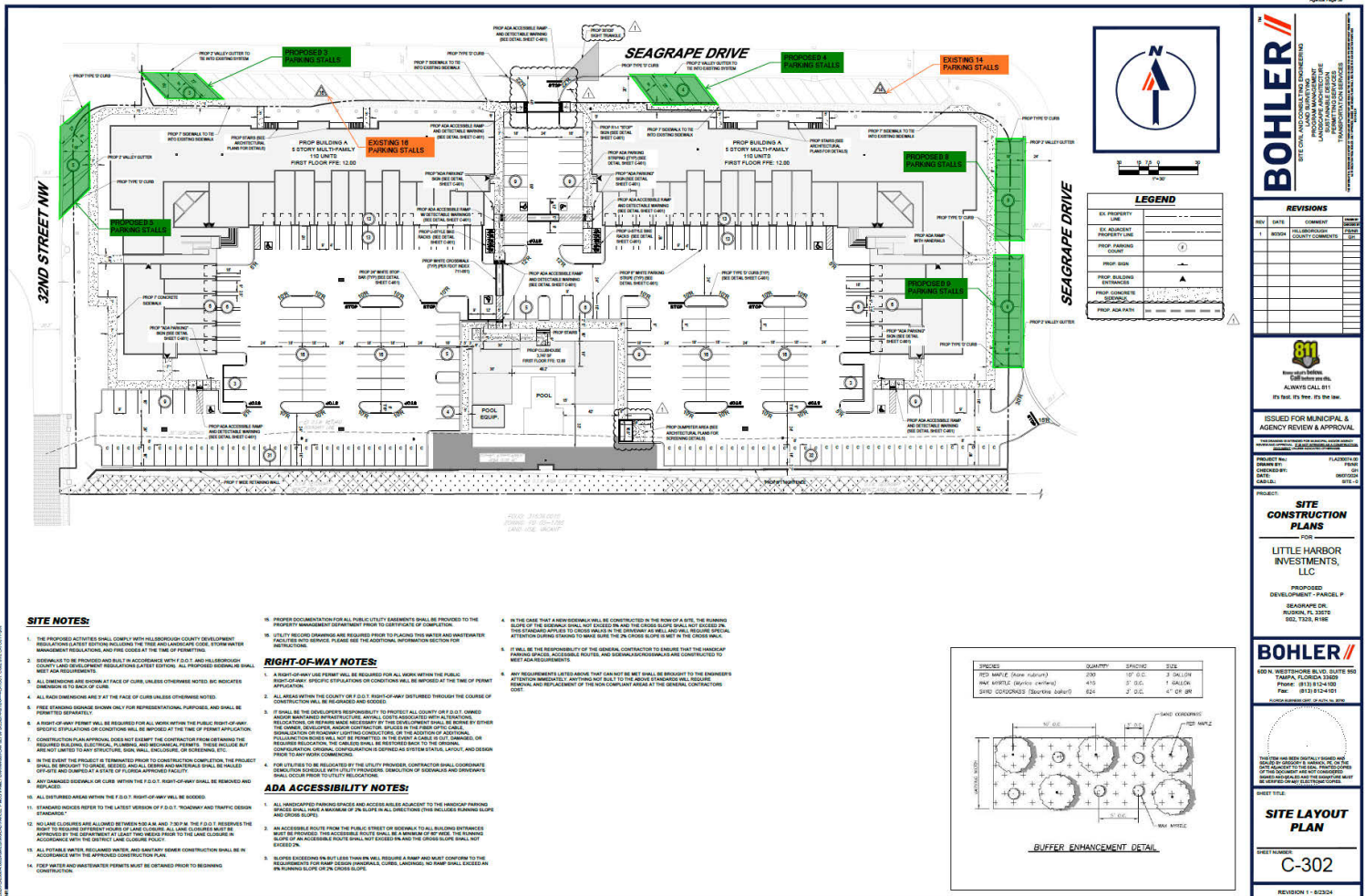


Exhibit 5

Parcel P Parking



Description Sketch

(Not A Survey)

PARKING PARCEL 1


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


Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 2, run thence along the East boundary of said Northeast 1/4 of the Southeast 1/4 of Section 2, N.00°21'40"W., a distance of 36.65 feet, to a point on the Southerly boundary of Lake Parcel 1, recorded in Official records Book 13842, Page 1124, and Official Records Book 13842, Page 1172, both of the Public Records of Hillsborough County, Florida; thence along said Southerly boundary, S.89°57'53"W., a distance of 632.72 feet; thence N.00°30'00"E., a distance of 98.08 feet, to the **POINT OF BEGINNING**; thence continue, N.00°30'00"E., a distance of 81.00 feet; thence S.89°36'01"E., a distance of 6.89 feet; thence Northeasterly, 4.71 feet along the arc of a tangent curve to the left having a radius of 3.00 feet and a central angle of 90°00'00" (chord bearing N.45°23'59"E., 4.24 feet); thence S.89°15'39"E., a distance of 1.62 feet; thence S.00°37'38"W., a distance of 74.91 feet; thence Southerly, 10.95 feet along the arc of a tangent curve to the left having a radius of 70.00 feet and a central angle of 08°57'35" (chord bearing S.03°51'09"E., 10.94 feet); thence S.79°49'12"W., a distance of 1.54 feet; thence Northwesterly, 3.81 feet along the arc of a non-tangent curve to the left having a radius of 3.04 feet and a central angle of 71°46'46" (chord bearing N.53°26'21"W., 3.57 feet); thence N.89°36'01"W., a distance of 7.76 feet to the **POINT OF BEGINNING**.

Containing 937 square feet more or less.

SURVEYOR'S NOTES:

- Bearings shown hereon are based on the Southerly boundary of Lake Parcel No. 1 of Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, having a Grid bearing of S.89°57'53"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the North / East / West Zone of Florida.
- I do hereby certify that this sketch & description was made under my supervision and meets the standards of practice set forth by the Florida Board of Professional Surveyors & Mappers stated in rules 5J-17.051, and 5J-17-053, Florida administrative code, pursuant to section 472.027, Florida statutes.
- See Sheet 2 for Sketch & Line Table.

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	DRAWN: LAT DATE: 04/08/2025 CHECKED: JMG			No.: LB 7768
	Prepared For: Little Harbor Investments			
	Revisions			
	DATE	DESCRIPTION	DRAWN	
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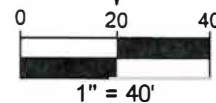
FILE PATH: P:\BAHIA BEACH\MASTER PLAN\DESCRIPTION\PARKING PARCEL EASEMENT-1.DWG
LAST SAVED BY: JACKG
01 of 02

Description Sketch

(Not A Survey)

SEAGRAPE DRIVE

Right-of-way width varies

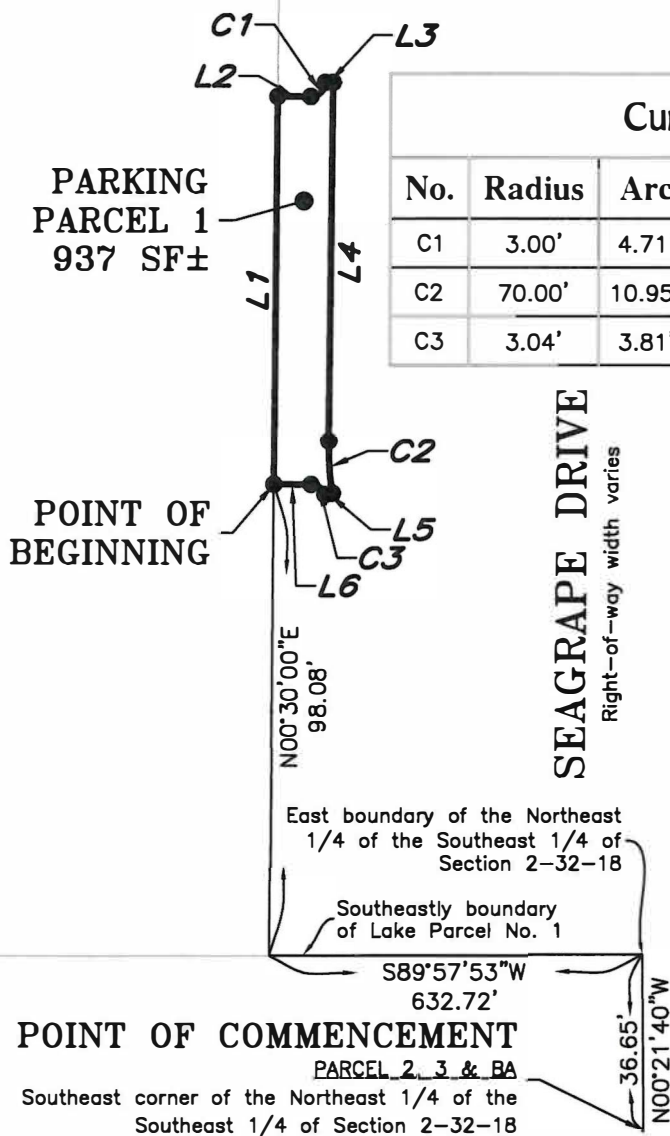


Line Data Table

No.	Bearing	Length
L1	N00°30'00"E	81.00'
L2	S89°36'01"E	6.89'
L3	S89°15'39"E	1.62'
L4	S00°37'38"W	74.91'
L5	S79°49'12"W	1.54'
L6	N89°36'01"W	7.76'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C1	3.00'	4.71'	90°00'00"	N45°23'59"E	4.24'
C2	70.00'	10.95'	8°57'35"	S03°51'09"E	10.94'
C3	3.04'	3.81'	71°46'46"	N53°26'21"W	3.57'



See Sheet 1 for Signature & Revisions

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Description Sketch

(Not A Survey)

PARKING PARCEL 2

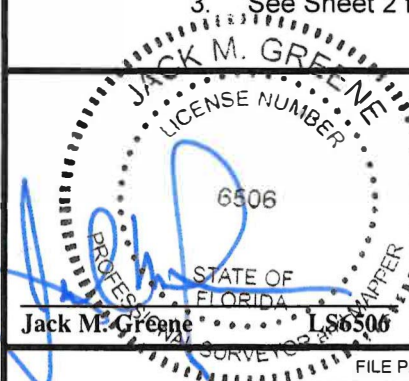

DESCRIPTION: A parcel of land lying in Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 2, run thence along the East boundary of said Northeast 1/4 of the Southeast 1/4 of Section 2, N.00°21'40"W., a distance of 36.65 feet, to a point on the Southerly boundary of Lake Parcel 1, recorded in Official records Book 13842, Page 1124, and Official Records Book 13842, Page 1172, both of the Public Records of Hillsborough County, Florida; thence along said Southerly boundary, S.89°57'53"W., a distance of 632.72 feet; thence N.00°30'00"E., a distance of 197.08 feet, to the **POINT OF BEGINNING**; thence continue, N.00°30'00"E., a distance of 65.46 feet; thence Northerly, 6.60 feet along the arc of a tangent curve to the left having a radius of 28.50 feet and a central angle of 13°16'21" (chord bearing N.06°08'10"W., 6.59 feet); thence S.89°36'01"E., a distance of 7.63 feet; thence Northeasterly, 4.71 feet along the arc of a tangent curve to the left having a radius of 3.00 feet and a central angle of 89°58'58" (chord bearing N.45°24'30"E., 4.24 feet); thence N.00°25'01"E., a distance of 1.18 feet; thence S.89°22'10"E., a distance of 1.51 feet; thence S.00°25'01"W., a distance of 79.16 feet; thence N.89°46'50"W., a distance of 1.50 feet; thence Northwesterly, 4.71 feet along the arc of a tangent curve to the left having a radius of 3.00 feet and a central angle of 90°01'02" (chord bearing N.44°35'30"W., 4.24 feet); thence N.89°36'01"W., a distance of 6.98 feet, to the **POINT OF BEGINNING**.

Containing 839 square feet, more or less.

SURVEYOR'S NOTES:

- Bearings shown hereon are based on the Southerly boundary of Lake Parcel No. 1 of Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, having a Grid bearing of S.89°57'53"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the North / East / West Zone of Florida.
- I do hereby certify that this sketch & description was made under my supervision and meets the standards of practice set forth by the Florida Board of Professional Surveyors & Mappers stated in rules 5J-17.051, and 5J-17-053, Florida administrative code, pursuant to section 472.027, Florida statutes.
- See Sheet 2 for Sketch & Line Table.

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	Prepared For: Little Harbor Investments					
	Revisions					
	DATE	DESCRIPTION				DRAWN
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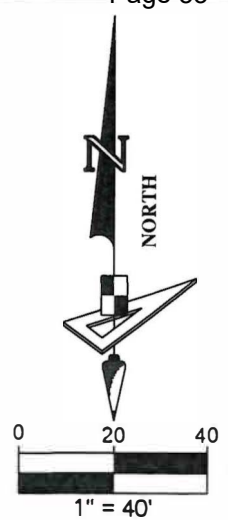
FILE PATH: P:\BAHIA BEACH\MASTER PLAN\DESCRIPTION\PARKING PARCEL EASEMENT- 2.DWG LAST SAVED BY: JACKG 01 of 02

Description Sketch

(Not A Survey)

SEAGRAPE DRIVE

Right-of-way width varies



PARKING
PARCEL 2
841 SF±

SEAGRAPE DRIVE

Right-of-way width varies

Line Data Table

No.	Bearing	Length
L1	N00°30'00"E	65.46'
L2	S89°36'01"E	7.63'
L3	S89°22'10"E	1.51'
L4	S00°25'01"W	79.16'
L5	N89°46'50"W	1.50'
L6	N89°36'01"W	6.98'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C1	28.50'	6.60'	13°16'21"	N06°08'10"W	6.59'
C2	3.00'	4.71'	89°58'58"	N45°24'30"E	4.24'
C3	3.00'	4.71'	90°01'02"	N44°35'30"W	4.24'

N00°30'00"E
197.08'

East boundary of the Northeast
1/4 of the Southeast 1/4 of
Section 2-32-18

Southeasterly boundary
of Lake Parcel No. 1

S89°57'53"W
632.72'

POINT OF COMMENCEMENT

PARCEL 2, 3 & BA
Southeast corner of the Northeast 1/4 of the
Southeast 1/4 of Section 2-32-18

N00°21'40"W
36.65'

See Sheet 1 for Signature & Revisions

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Description Sketch

(Not A Survey)

PARKING PARCEL 3

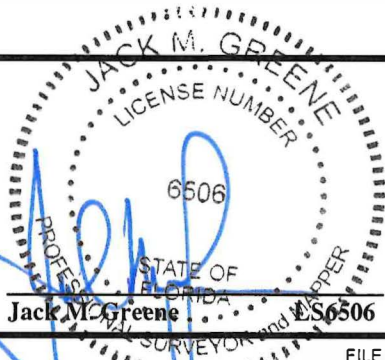

DESCRIPTION: A parcel of land lying in Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 2, run thence along the East boundary of said Northeast 1/4 of the Southeast 1/4 of Section 2, N.00°21'40"W., a distance of 36.65 feet, to a point on the Southerly boundary of Lake Parcel 1, recorded in Official records Book 13842, Page 1124, and Official Records Book 13842, Page 1172, both of the Public Records of Hillsborough County, Florida; thence along said Southerly boundary, S.89°57'53"W., a distance of 632.72 feet; thence N.00°30'00"E., a distance of 262.53 feet; thence Northwesterly, 44.77 feet along the arc of a tangent curve to the left having a radius of 28.50 feet and a central angle of 90°00'00" (chord bearing N.44°30'00"W., 40.31 feet); thence N.89°30'00"W., a distance of 198.36 feet; thence N.00°30'00"E., a distance of 5.90 feet, to the POINT OF BEGINNING; thence N.90°00'00"W., a distance of 44.91 feet; thence N.36°42'50"W., a distance of 25.03 feet; thence S.89°29'34"E., a distance of 45.21 feet; thence S.36°42'50"E., a distance of 24.54 feet; to the POINT OF BEGINNING.

Containing 892 square feet, more or less.

SURVEYOR'S NOTES:

1. Bearings shown hereon are based on the Southerly boundary of Lake Parcel No. 1 of Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, having a Grid bearing of S.89°57'53"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the North / East / West Zone of Florida.
2. I do hereby certify that this sketch & description was made under my supervision and meets the standards of practice set forth by the Florida Board of Professional Surveyors & Mappers stated in rules 5J-17.051, and 5J-17-053, Florida administrative code, pursuant to section 472.027, Florida statutes.
3. See Sheet 2 for Sketch & Line Table.

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	Prepared For: Little Harbor Investments			
	Revisions			
	DATE	DESCRIPTION		
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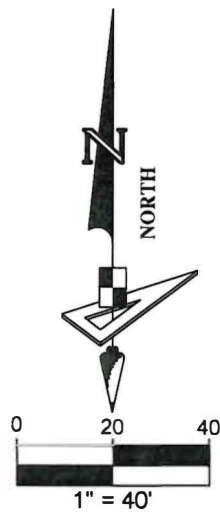
Description Sketch

(Not A Survey)

SEAGRAPE DRIVE

Right-of-way width varies

PARKING PARCEL 3
892 SF±



Line Data Table

No.	Bearing	Length
L1	N89°13'22"W	197.39'
L2	N00°30'00"E	5.90'
L3	N90°00'00"W	44.91'
L4	N36°42'50"W	25.03'
L5	S89°29'34"E	45.21'
L6	S36°42'50"E	24.54'

POINT OF BEGINNING

SEAGRAPE DRIVE

Right-of-way width varies

262.53'
N00°30'00"E

East boundary of the
Northeast 1/4 of the
Southeast 1/4 of
Section 2-32-18

Southeasterly boundary
of Lake Parcel No. 1

S89°57'53"W
632.72'

POINT OF COMMENCEMENT

PARCEL 2, 3 & BA

Southeast corner of the Northeast 1/4 of
the Southeast 1/4 of Section 2-32-18

36.65'
N00°21'40"W

See Sheet 1 for Signature & Revisions

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No.: LB 7768

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Description Sketch

(Not A Survey)

PARKING PARCEL 4

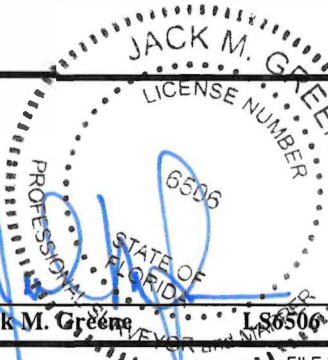
DESCRIPTION: A parcel of land lying in Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, and being more particularly described as follows:

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Containing 757 square feet, more or less.

SURVEYOR'S NOTES:

1. Bearings shown hereon are based on the Southerly boundary of Lake Parcel No. 1 of Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, having a Grid bearing of S.89°57'53"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the North / East / West Zone of Florida.
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3. See Sheet 2 for Sketch & Line Table.

 <p>JACK M. GREENE LICENSE NUMBER 6596 PROFESSIONAL SURVEYOR STATE OF FLORIDA</p>	JOB #: 535		www.GeoPoint.org	Licensed Business No.: LB 7768
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	Revisions			
	DATE	DESCRIPTION	DRAWN	
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Description Sketch

(Not A Survey)

PARKING PARCEL 5



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

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 2, run thence along the East boundary of said Northeast 1/4 of the Southeast 1/4 of Section 2, N.00°21'40"W., a distance of 36.65 feet, to a point on the Southerly boundary of Lake Parcel 1, recorded in Official records Book 13842, Page 1124, and Official Records Book 13842, Page 1172, both of the Public Records of Hillsborough County, Florida; thence along said Southerly boundary, S.89°57'53"W., a distance of 632.72 feet; thence N.00°30'00"E., a distance of 262.53 feet; thence Northwesterly, 44.77 feet along the arc of a tangent curve to the left having a radius of 28.50 feet and a central angle of 90°00'00" (chord bearing N.44°30'00"W., 40.31 feet); thence N.89°30'00"W., a distance of 249.31 feet; thence N.00°49'23"E., a distance of 4.99 feet; thence N.89°24'22"W., a distance of 211.14 feet; thence Westerly, 46.32 feet along the arc of a tangent curve to the left having a radius of 200.00 feet and a central angle of 13°16'10" (chord bearing S.83°57'31"W., 46.22 feet); thence N.89°32'03"W., a distance of 129.06 feet; thence N.89°30'00"W., a distance of 23.53 feet; thence Westerly, 17.83 feet along the arc of a tangent curve to the left having a radius of 28.50 feet and a central angle of 35°50'15" (chord bearing S.72°34'52"W., 17.54 feet), to the POINT OF BEGINNING; thence Southwesterly, 27.47 feet along the arc of a non-tangent curve to the left having a radius of 28.50 feet and a central angle of 55°13'56" (chord bearing S.27°02'47"W., 26.42 feet); thence S.00°34'04"E., a distance of 45.92 feet; thence S.44°57'53"W., a distance of 12.36 feet; thence N.00°32'10"E., a distance of 75.23 feet; thence S.00°32'50"W., a distance of 3.60 feet; thence Easterly, 7.10 feet along the arc of a tangent curve to the left having a radius of 3.00 feet and a central angle of 135°34'57" (chord bearing S.67°14'38"E., 5.55 feet); thence N.44°57'53"E., a distance of 20.51 feet; thence S.00°02'07"E., a distance of 6.10 feet, to the POINT OF BEGINNING.

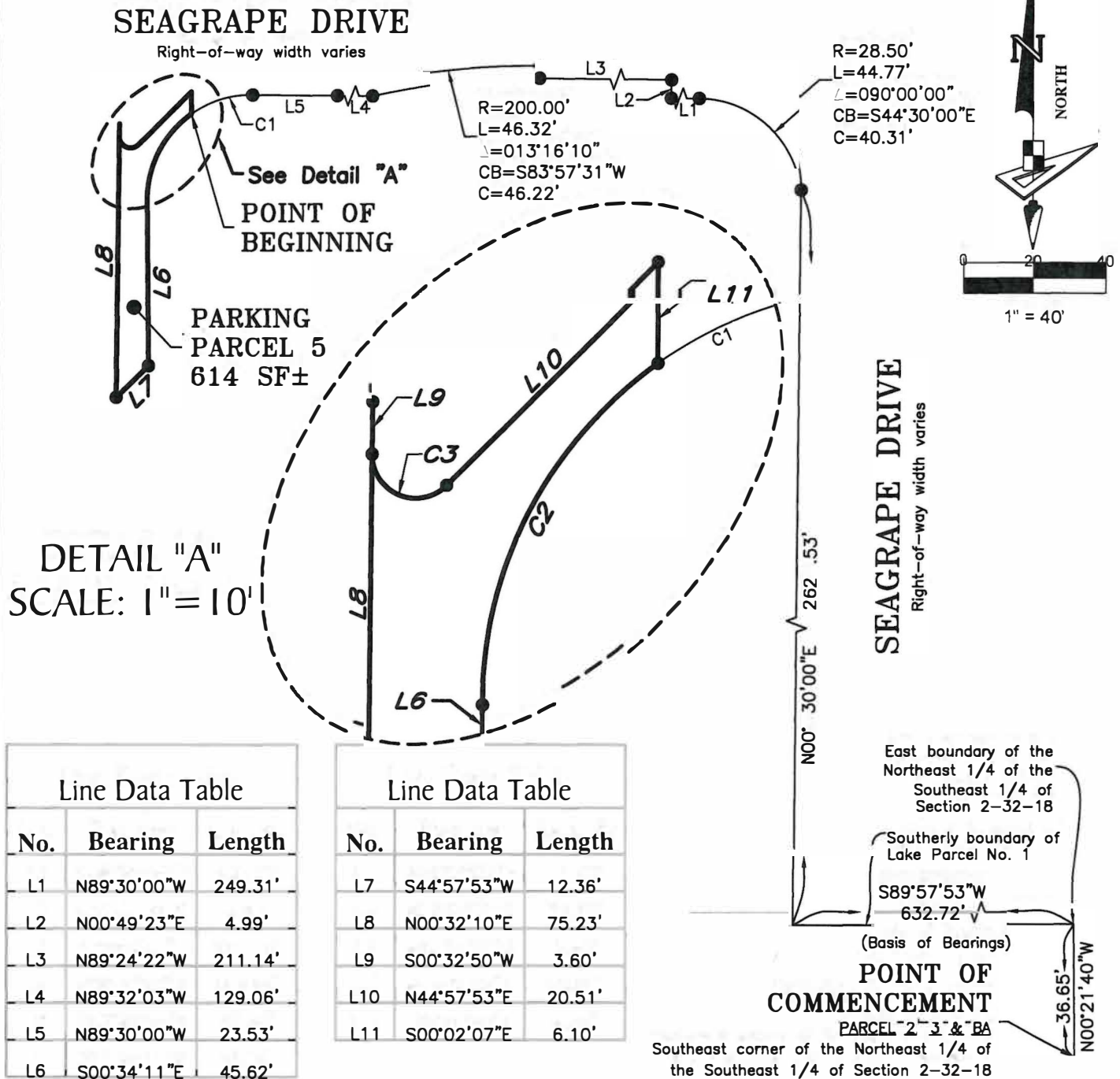
Containing 614 square feet, more or less.

SURVEYOR'S NOTES:

- Bearings shown hereon are based on the Southerly boundary of Lake Parcel No. 1 of Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, having a Grid bearing of S.89°57'53"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the North / East / West Zone of Florida.
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- See Sheet 2 for Sketch & Line Table.

	JOB #: 535		www.GeoPoint.org	Licensed Business
	DRAWN: LAT DATE: 04/08/2025 CHECKED: JMG		No.: LB 7768	
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	DATE	DESCRIPTION		
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FILE PATH: P:\BAHIA BEACH\MASTER PLAN\DESCRIPTION\PARKING PARCEL EASEMENT-5.DWG		LAST SAVED BY: LOUIST		

Description Sketch (Not A Survey)



See Sheet 1 for Signature & Revisions

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Exhibit 6 Waterward CDD Land - Parcel 1

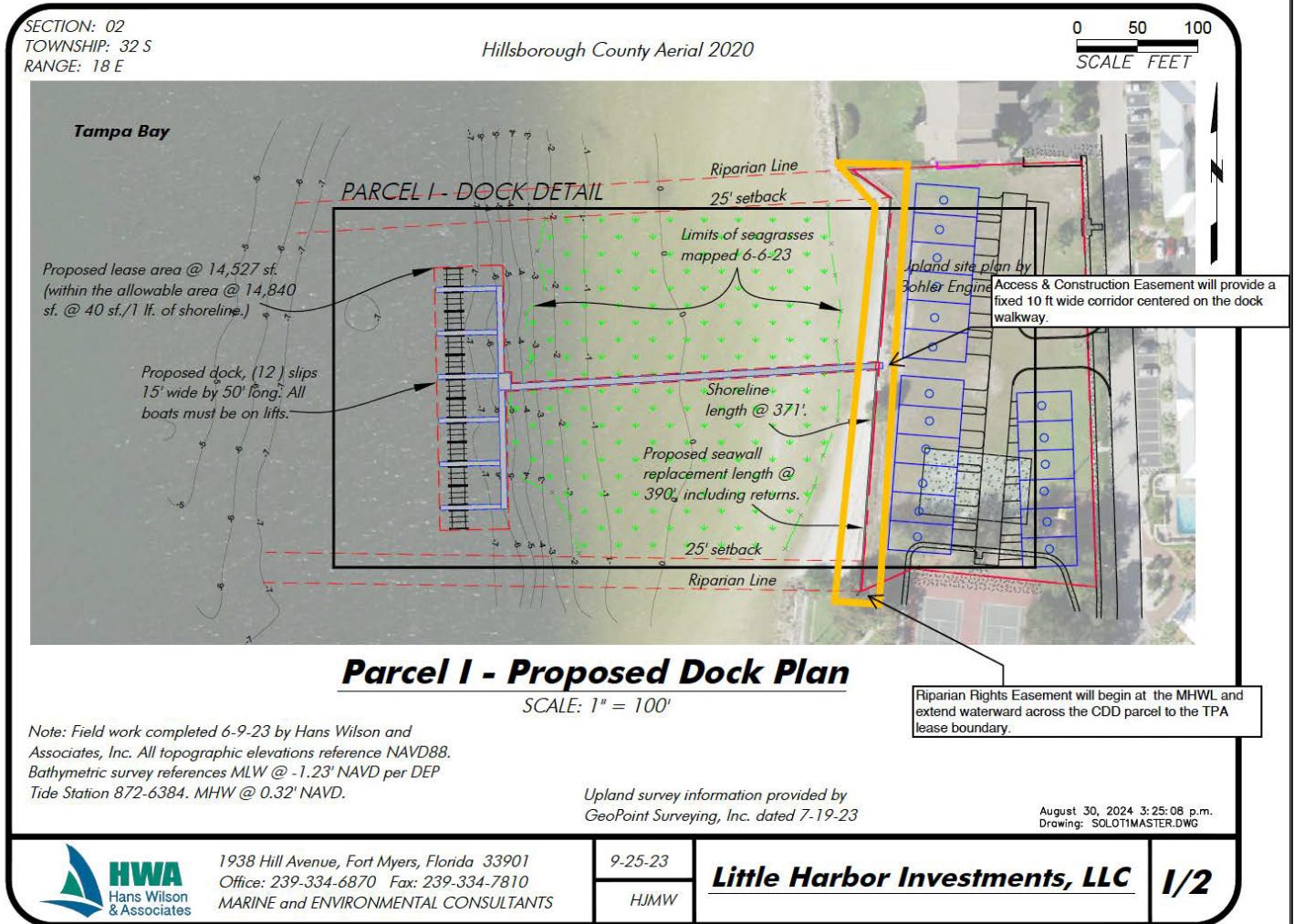


Exhibit 7
Market Valuation Report

**Market Value Report:
South Bay CDD
Parcel Currently Used as a
Parking Lot and Adjacent
Roadways**

October 20, 2025

**Prepared for
Mr. Mark Vega, District Manager
South Bay Community Development District C/O Inframark
210 N. University Drive, Suite 702
Coral Springs, FL 33071**

Prepared by

**Tony DiNardo, CPA, Real Estate Broker
Hank Fishkind, Ph.D.
Fishkind Consulting
3504 Lake Lynda Drive, Suite 107
Orlando, Florida 32817
407-382-3256
www.Fishkindls.com**



Market Value Report

1. Executive Summary:

The subject parcel, situated within the South Bay/Ruskin waterfront area, has been evaluated for its potential development into townhome units. Using comparable MLS sales data and applying a land-to-total value allocation methodology, the estimated market value of the parcel is approximately \$357,000 (rounded). The estimated market value of the parcel is roughly \$714,000(rounded), subject to zoning adjustments.

2. Subject Property Overview

The Subject property, within South Bay CDD boundaries, is currently used as a parking lot and adjacent roadways, and is in Ruskin, FL.

- Gross Acres: approximately 1.2 acres
- Usable Land Size: approximately 0.64 acres, accounting for rights-of-way to access parcel BB-7 and building setbacks
- Zoning: Currently not zoned for residential density; requires entitlement adjustment.
- Planned Use: 10 townhome units with an average of 2,150 A/C square footage with a waterfront view

Map -Subject Parcel -Parking Lot and Adjacent Roadways



3 Methodology

The Comparative Market Analysis (CMA) compares townhomes for sale with those that have recently sold in the same neighborhood and price range. This information is further sorted by data such as type of home, number of bedrooms, number of baths, neighborhood, waterfront view property, living square feet (SF), and other factors. The purpose is to estimate the market value based on what other buyers and sellers have determined through past sales, pending sales, and recently listed townhomes.

CMAs are generated using property information from the local area's real estate agents' multiple listing service (MLS). The MLS is available to licensed members only, including brokers, salespeople, and appraisers, who pay dues to gain access to the service's public and proprietary data, including tax roll information, sold transactions, and listings input by all cooperating MLS members. The CMA is a here-and-now market snapshot based on the most recent data. This market value analysis was based on Stellar MLS. Listing dates range from October 1, 2024, to October 13, 2025.

4 Market Data Analysis

The data analysis encompasses 194 records for vacant lots and 160 records for townhouses in Ruskin, FL. 33570. From this data set, we filtered for the waterfront view and identified 12 records that meet the criteria as follows:

- MLS Comparable Sales Summary

Subdivision	Year Built	Avg SF	Avg Price	Price/SF	Status
Bahia Beach Townhomes	2006–2019	1221	\$358,332	\$293/SF	Active/Sold
Southshore Yacht Club Townhomes	2024	2,736	\$622,802	\$228/SF	Sold

- Bahia Beach 6 units show consistent pricing in the \$270–320/SF range.
- Southshore Yacht Club 6 units reflect newer construction and larger footprints, but lower price/SF due to scale and market positioning.
- The data set of the 12 units shows an average size of 1,978 SF and an average market rate of \$248/SF.
- Inflation Adjustment: Applying a 3% inflation factor brings the adjusted market rate to \$255/SF.
- Unit Size: Each townhome is planned at 2,150 square feet, resulting in an average selling price of \$548,250 per unit.
- Total Projected Sales Revenue: For 10 units, the total gross sales value is estimated at \$5,482,500.

5 Regional Market Context

The Ruskin waterfront corridor, particularly the Bahia Beach and Southshore Yacht Club developments, has seen sustained demand for townhome-style residences. This submarket benefits from:

- Proximity to Tampa Bay and recreational amenities (marinas, beaches, nature preserves).
- Limited inventory of waterfront parcels with zoning flexibility.
- Strong absorption rates for new construction units, especially those with community features like pools, pickleball courts, and pier access.

Recent sales and active listings indicate a bifurcation in pricing between older units (built 2006–2010) and newer builds (2024), with the newer units commanding premiums due to their design, energy efficiency, and flood zone elevation.

6 Property Valuation as of October 16, 2025 (See table 1)

This valuation outlines the estimated market value of a 1.2-acre parcel intended for townhome development. The analysis integrates usable land metrics, market comparables, inflation adjustments, and zoning considerations to derive a defensible estimate of land value.

- Land-to-Sales Ratio: Based on market norms, land value is estimated at 22.5% of the total selling price.
- Developed Lot Value: This yields a per-lot land value of \$123,356, totaling \$1,233,563 for the parcel.
- Development Cost Deduction: Subtracting estimated development costs of \$52,000 per lot (or \$520,000 total) results in a residual land value of \$71,356 per lot, or \$713,563 overall.
- Zoning Adjustment: As the parcel is currently not zoned residential, a 50% discount is applied, reducing the land value to \$35,678 per lot, or \$356,782 total.
- Final Rounded Valuation: For reporting clarity, the parcel's land value is rounded to \$35,700 per lot, totaling \$357,000.

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Table 1				
Land Valuation of Subject Parcel				
1	Usable Land Size			
	Gross acres		1.2	
	Usage land in acres-accounting for ROW to access parcel BB-7 and building setbacks		0.64	
	Units		10.00	
	Units per acre		16.00	
2	Market Average Selling Price of Townhome		Per unit	Total
	MLS Data -Average townhome selling price/square foot (SF) built 2006 to 2024		\$ 248	
	Increase in selling due to inflation	3%		
	Market Average Selling Price/SF		\$ 255	
	Average SF of townhome to be built on subject parcel		2,150	
	Average selling price of units to be built on subject parcel		\$ 548,250	\$ 5,482,500
3	Land Value of Subject Parcel			
	Percentage of land to total selling price	22.5%		
	Land value of developed lot		\$ 123,356	\$ 1,233,563
	Cost of development /lot		\$ 52,000	\$ 520,000
	Land value of undeveloped lot zoned		\$ 71,356	\$ 713,563
	Adjustment of unzoned property	50.0%	\$ 35,678	\$ 356,782
	Land Value of Parcel		\$ 35,678	\$ 356,781
Land Value of Parcel Round Up			\$ 35,700	\$ 357,000

7 Examination of ASOLO Acquisitions & Development (ASOLO)

Company Overview: ASOLO is a vertically integrated real estate firm specializing in land acquisitions, entitlements, and development across Florida, Colorado, and the broader Southeastern United States. Its portfolio spans multifamily, single-family, and build-for-rent (BFR) communities, with a strategic focus on high-barrier-to-entry markets and complex entitlement processes.

Applicant Profile: Tony Solo

Founder Tony Solo has over four decades of experience in architecture, contracting, and development. His journey began with early exposure to high-end design through family mentorship. It evolved through rigorous academic and professional milestones, including passing the State Certified General Contractor exam at the age of 20 and founding his first design/build firm, Le Sol. His companies have delivered hundreds of luxury homes and multifamily units, consistently demonstrating market foresight and creative problem-solving.

One of his hallmark achievements was the strategic acquisition and rezoning of downtown West Palm Beach, transforming it into a transit-oriented development hub now known as Wall Street South, anchored by Florida's Brightline high-speed rail.

ASOLO continues to acquire, entitle, and develop communities throughout the Southeast, leveraging market acuity and a scalable business model adaptable across asset classes.

8 Conclusion:

This valuation reflects a conservative, market-aligned approach to estimating the subject parcel's worth, accounting for development constraints, inflationary trends, and zoning status. The final rounded valuation of **\$357,000** provides a defensible basis for the Public-Private Partnership (PPP) program. The subject parcel's valuation supports the PPP framework as fiscally neutral, provided entitlements are secured.

- Entitlement Leverage: The delta between unentitled and entitled valuation (\$357K vs. \$714K) underscores the importance of zoning amendments and FEMA elevation approvals.
- PPP Structuring: This valuation range supports a fiscally neutral exchange if ASOLO delivers zoning, resiliency, and recreational easements as proposed.
- Board Framing: Presenting this as a valuation spectrum—anchored in market data and regulatory contingencies—offers transparency.

Appendix

- Appendix A -MLS Data Town Homes -Zip 33570
- Appendix B -MLS Data Vacant Land -Zip 33570
- Appendix C- ASOLO Corporate Bio & Profile

Exhibit 8

Conveyances

Exhibit #	Parcel	Owner	Property Type	Description
1	Parking Parcel and Adjacent Roadways - North Parking	South Bay CDD	Parking	Land Exchange
1	Parking Parcel and Adjacent Roadways - South Parking	South Bay CDD	Parking	Land Exchange
1	Parking Parcel and Adjacent Roadways - ROW	South Bay CDD	Roadway	Land Exchange
2	Recreation Parcel 1	Applicant	Beachfront	Land Exchange
3	Cross Section Rec Parcel 1, Fishing Pier and Beach	Applicant	Easement	Easement for POA Pier Access and Maintenance
4	Public Safety & Pedestrian Walkway Easement	South Bay CDD	Easement	The CDD releases its rights over .72 acres (the 15-ft portion), allowing reassignment or transfer of ownership. The CDD retains a reduced easement of 5-ft width) for limited access, maintenance, or public purpose.
5	Parcel P Parking	South Bay CDD	Easement	Permanent Easement for Use of CDD-Owned ROW Areas as Parking Spaces at Parcel P. Sole holder agreed to cancel \$20,000 in par amount of bonds, with a waiver of associated interest. Approval of Permanent Easement
6	Waterward CDD Land - Parcel I	South Bay CDD	Easement	Riparian Rights Easement Agreement required to to apply for and maintain a submerged land lease with TPA at Parcel I
6	Waterward CDD Land - Parcel I	South Bay CDD	Easement	Access & Construction Easement to allow physical access, construction, maintenance, and utilities for the dock that will cross the CDD's waterward parcel.

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

The regular meeting of the Board of Supervisors of the South Bay Community Development District was held Wednesday, October 15, 2025 at 1:00 p.m. at the POA Meeting Room, 611 Destiny Drive, Ruskin, Florida 33570.

Present and constituting a quorum were:

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

Also present, either in person or via Teams Communications, were:

Christina Newsome	District Manager
David Smith	District Counsel
Kristen Gray	District Counsel
Richard Brylanski	District Engineer
Anthony Solo	ASOLO (via phone)
Sabrina Escobar	ASOLO (via phone)
Residents and Members of the Public	

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Newsome called the meeting to order, and a quorum was established.

SECOND ORDER OF BUSINESS

Motion to approve agenda

The Board approved the October 15, 2025, meeting agenda.

THIRD ORDER OF BUSINESS

Audience Comments

The Board received audience comments regarding the following items.

- PPP Process with ASOLO and its presentation.
- The seawall reimbursement process.

South Bay CDD
October 15, 2025

- The workshop held by ASOLO on October 13, 2025, and wanting to see the master plans and how much is contributed by each party
- The Lennar turnover - Phase 3 should be done in the next few weeks.

FOURTH ORDER OF BUSINESS

Staff Report

A. Landscape Report

Ms. Newsome presented the Board with the landscape review and advised that turf and palm fertilization will be happening this week.

B. District Engineer

i. Update on Bouy Permit

Mr. Brylanski advised the Board that the Buoy Permit is still being processed and is currently with the environmental department for approval

ii. Update on Lennar Turnover

Mr. Brylanski advised the Board that the Lennar Turnover is still ongoing.

iii. Sea Wall Repair Update

Mr. Brylanski advised the Board that the references for YBC Group have been vetted and have been found to be satisfactory. The Sea Wall Repair contract has been produced and will be sent to Mr. Brown to be signed outside of the meeting.

iv. Storm Sewer Maintenance Project

Mr. Brylanski advised the Board that the Storm Sewer Maintenance contract is being created and will be presented to the Board for review and approval after revisions are made.

v. Marina Sidewalk Improvements

Mr. Brylanski advised the Board that the Marina Sidewalks are being reviewed for possible extension and structure enhancements to improve safety for residents and visitors.

South Bay CDD
October 15, 2025

C. District Counsel

i. CDD Governance Update

Ms. Smith provided the Board with a brief refresher on CDD Governance and will circulate a memo to be reviewed at the November meeting.

ii. Asolo PPP Proposal

Tabled due to revisions, and will be re-evaluated and presented to the Board at a later meeting.

iii. Update on Hank Fishkind for Property Valuation Services (PPP Process)

Ms. Gray provided the Board with an update on Hank Fishkind for Property Valuation Services (PPP Process) and what parcels are being assessed in the valuation report.

D. District Manager

Ms. Newsome advised the Board that the proposal for the speed humps and road striping have been received, and the work is scheduled for November.

FIFTH ORDER OF BUSINESS

Business Items

A. General Matters of the District

There being none, the next order of business followed.

SIXTH ORDER OF BUSINESS

Business Administration

A. Consideration of the Minutes of the August 13, 2025 Meeting

B. Consideration of the June 2025 Financial Report

The Board reviewed and accepted the August 13, 2025, Meeting Minutes and June 2025 Financial Report.

SEVENTH ORDER OF BUSINESS

Supervisors' Request

There being none, the next order of business followed.

EIGHTH ORDER OF BUSINESS

Audience Comments

There being none, the next order of business followed.

South Bay CDD
October 15, 2025

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98 **NINTH ORDER OF BUSINESS** **Adjournment**

99 There being no further business, the Board adjourned the meeting at 1:55 p.m.

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_____	_____
Secretary / Assistant Secretary	Chairperson / Vice Chairperson

SOUTH BAY
Community Development District

Financial Report
September 30, 2025
(unaudited)

Prepared by



SOUTH BAY

Community Development District

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SOUTH BAY
Community Development District

Financial Statements

(Unaudited)

September 30, 2025

SOUTH BAY

Community Development District

Governmental Funds**Balance Sheet**
September 30, 2025

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2005 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
ASSETS				
Cash - Checking Account	\$ 1,286,585	\$ -	\$ -	\$ 1,286,585
Accounts Receivable	25	-	-	25
Investments:				
Money Market Account	586,787	-	-	586,787
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	-	9,982	-	9,982
Revenue Fund (A-1)	-	-	445,945	445,945
Revenue Fund (A-2)	-	-	189,221	189,221
Prepaid Insurance	15,479	-	-	15,479
Deposits	5,000	-	-	5,000
TOTAL ASSETS	\$ 1,893,876	\$ 9,982	\$ 1,595,247	\$ 3,499,105
LIABILITIES				
Accounts Payable	\$ 25,978	\$ -	\$ -	\$ 25,978
Accrued Expenses	10,420	-	-	10,420
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	36,404	1,271,776	3,863,379	5,171,559
FUND BALANCES				
Nonspendable:				
Prepaid Insurance	15,479	-	-	15,479
Deposits	5,000	-	-	5,000
Assigned to:				
Operating Reserves	221,191	-	-	221,191
Reserves - Bulkheads	176,040	-	-	176,040
Reserves - Other	951,154	-	-	951,154
Unassigned:	488,608	(1,261,794)	(2,268,132)	(3,041,318)
TOTAL FUND BALANCES	\$ 1,857,472	\$ (1,261,794)	\$ (2,268,132)	\$ (1,672,454)
TOTAL LIABILITIES & FUND BALANCES	\$ 1,893,876	\$ 9,982	\$ 1,595,247	\$ 3,499,105

SOUTH BAY

Community Development District

General Fund**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-25 ACTUAL
REVENUES				
Interest - Investments	\$ 3,000	\$ 82,856	2761.87%	\$ 6,487
Parking Fees	85,000	61,422	72.26%	4,799
Interest - Tax Collector	-	2,317	0.00%	-
Special Assmnts- Tax Collector	569,221	583,246	102.46%	-
Special Assmnts- CDD Collected	903,651	890,189	98.51%	-
Special Assmnts- Discounts	(22,769)	(19,943)	87.59%	-
TOTAL REVENUES	1,538,103	1,600,087	104.03%	11,286
EXPENDITURES				
Administration				
P/R-Board of Supervisors	12,000	11,200	93.33%	2,000
FICA Taxes	918	689	75.05%	122
ProfServ-Arbitrage Rebate	1,950	2,400	123.08%	-
ProfServ-Dissemination Agent	5,000	5,000	100.00%	-
ProfServ-Engineering	35,000	67,182	191.95%	4,805
ProfServ-Legal Services	66,000	125,040	189.45%	19,365
ProfServ-Legal Litigation	25,000	-	0.00%	-
ProfServ-Mgmt Consulting	48,996	52,746	107.65%	4,083
ProfServ-Survey	30,000	-	0.00%	-
ProfServ-Trustee Fees	9,000	-	0.00%	-
Assessment Roll	6,000	6,000	100.00%	-
Auditing Services	5,900	5,900	100.00%	-
Postage and Freight	750	806	107.47%	-
Insurance - Risk Management	16,000	20,267	126.67%	-
Legal Advertising	2,477	5,241	211.59%	63
Misc-Records Storage	1,200	-	0.00%	-
Misc-Assessment Collection Cost	11,384	11,266	98.96%	-
Website Expense	-	1,652	0.00%	-
Website Administration	1,553	1,553	100.00%	-
Miscellaneous Expenses	4,500	182	4.04%	-
Office Supplies	1,500	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	(25)
Total Administration	285,303	317,299	111.21%	30,413
Electric Utility Services				
Utility - General	65,000	63,632	97.90%	9,791
Total Electric Utility Services	65,000	63,632	97.90%	9,791

SOUTH BAY

Community Development District

General Fund**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-25 ACTUAL
<u>Water Utility Services</u>				
Utility - Water	15,000	23,778	158.52%	620
Total Water Utility Services	15,000	23,778	158.52%	620
<u>Field</u>				
Contracts-Solid Waste Services	23,100	30,478	131.94%	5,808
Contracts-Landscape	110,521	104,325	94.39%	8,177
Contracts-Mulch	14,063	14,006	99.59%	-
Telephone, Cable & Internet Service	1,980	1,979	99.95%	170
Contracts - Portable Restroom	5,940	6,501	109.44%	496
R&M-Gatehouse	5,000	9,045	180.90%	754
R&M-Irrigation	10,000	18,385	183.85%	1,101
R&M-Pumps	-	14,199	0.00%	-
Landscape Replacement	5,000	40,850	817.00%	-
R&M-Sod	5,000	-	0.00%	-
Misc-Holiday Lighting	6,500	3,654	56.22%	-
Total Field	187,104	243,422	130.10%	16,506
<u>Parking Facilities</u>				
Contracts-Parking	13,000	26,608	204.68%	2,143
Contracts-Other Services	1,500	150	10.00%	-
Contracts-Security Services	55,380	47,805	86.32%	3,765
Contracts-Ground Maintenance	65,856	63,556	96.51%	5,088
Contracts-Gates	172,960	172,956	100.00%	14,413
Misc-Contingency	-	6,950	0.00%	-
Total Parking Facilities	308,696	318,025	103.02%	25,409
<u>Reserves</u>				
Reserve - Other	677,000	21,793	3.22%	-
Total Reserves	677,000	21,793	3.22%	-
TOTAL EXPENDITURES & RESERVES	1,538,103	987,949	64.23%	82,739
Excess (deficiency) of revenues				
Over (under) expenditures	-	612,138	0.00%	(71,453)
Net change in fund balance	\$ -	\$ 612,138	0.00%	\$ (71,453)
FUND BALANCE, BEGINNING (OCT 1, 2024)	1,245,334	1,245,334		
FUND BALANCE, ENDING	\$ 1,245,334	\$ 1,857,472		

SOUTH BAY

Community Development District

Series 2005 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-25 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 412	0.00%	\$ 33
TOTAL REVENUES	-	412	0.00%	33
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	0.00%	-
<u>Reserves</u>				
	-	-	0.00%	-
Total Reserves	-	-	0.00%	-
TOTAL EXPENDITURES	-	-	0.00%	-
Excess (deficiency) of revenues Over (under) expenditures	-	412	0.00%	33
Net change in fund balance	\$ -	\$ 412	0.00%	\$ 33
FUND BALANCE, BEGINNING (OCT 1, 2024)	-	(1,262,206)		
FUND BALANCE, ENDING	\$ -	\$ (1,261,794)		

SOUTH BAY

Community Development District

Series 2015 Debt Service Fund**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-25 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 65,614	0.00%	\$ 5,334
Special Assmnts- CDD Collected	113,701	-	0.00%	-
Special Assmnts- Debt Service (A-1)	729,255	839,920	115.18%	-
Special Assmnts- Debt Service (A-2)	458,475	-	0.00%	-
Special Assmnts- Debt Service (B-2)	275,530	-	0.00%	-
Special Assmnts- Discounts	(29,170)	(28,719)	98.45%	-
TOTAL REVENUES	1,547,791	876,815	56.65%	5,334
<u>EXPENDITURES</u>				
<u>Administration</u>				
ProfServ-Legal Services	-	6,223	0.00%	-
Misc-Assessment Collection Cost	14,585	16,224	111.24%	-
Total Administration	14,585	22,447	153.90%	-
<u>Debt Service</u>				
Principal Debt Retirement A-1	400,000	400,000	100.00%	-
Principal Debt Retirement A-2	395,770	-	0.00%	-
Interest Expense Series A-1	406,088	405,790	99.93%	-
Interest Expense Series A-2	585,750	-	0.00%	-
Interest Expense Series B-2	275,550	-	0.00%	-
Total Debt Service	2,063,158	805,790	39.06%	-
TOTAL EXPENDITURES	2,077,743	828,237	39.86%	-
Excess (deficiency) of revenues				
Over (under) expenditures	(529,952)	48,578	-9.17%	5,334
Net change in fund balance	\$ (529,952)	\$ 48,578	-9.17%	\$ 5,334
FUND BALANCE, BEGINNING (OCT 1, 2024)	(2,316,710)	(2,316,710)		
FUND BALANCE, ENDING	\$ (2,846,662)	\$ (2,268,132)		

SOUTH BAY
Community Development District

Supporting Schedules

September 30, 2025

SOUTH BAY
COMMUNITY DEVELOPMENT DISTRICT

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%	

SOUTH BAY

Community Development District

Cash and Investment Report
September 30, 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 National Bank	Government Checking	4.25%	\$ 1,286,585
Money Market Account	BankUnited	PF Relationship Priced MMA	3.97%	586,787
		Subtotal		<u>1,873,372</u>
DEBT SERVICE AND CAPITAL PROJECTS FUNDS				
Series 2005 Revenue	U.S. Bank	US Bank Money Market Account	3.95%	9,982
Series 2015-1 Reserve A-1	U.S. Bank	US Bank Money Market Account	3.95%	411,126
Series 2015-2 Reserve A-2	U.S. Bank	US Bank Money Market Account	3.95%	294,960
Series 2015-2 Reserve B-2	U.S. Bank	US Bank Money Market Account	3.95%	253,995
Series 2015-1 Revenue A-1	U.S. Bank	US Bank Money Market Account	3.95%	445,945
Series 2015-2 Revenue A-2	U.S. Bank	US Bank Money Market Account	3.95%	189,221
		Subtotal		<u>1,605,229</u>
		Total	\$	<u><u>3,478,601</u></u>

South Bay CDD

Statement Date 09/30/2025

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Outstanding Checks							
09/25/2025	Payment	100073	INFRAMARK LLC	Inv: 158170			-4,083.00
09/30/2025	Payment	1099	EGIS INSURANCE ADVISORS, LLC	Check for Vendor V00053			-15,479.00
Total Outstanding Checks							-19,562.00

Check Total \$200.00

SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 09/01/2025 to 09/30/2025

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 1099							
001	09/30/25	EGIS INSURANCE ADVISORS, LLC	30087	POLICY #100125740 10/01/2025-10/01/202	Prepaid Insurance	155100-51301	\$15,479.00
Check Total							\$15,479.00
CHECK # 300043							
001	09/05/25	REPUBLIC SERVICES - ACH	06096-001292662	SEPT 2025 2 WASTE CONTAINERS	Contracts-Solid Waste Services	534039-53901	\$2,907.23
Check Total							\$2,907.23
CHECK # 300044							
001	09/10/25	CHARTER COMMUNICATIONS - ACH	2806762082225	SVC 8/22-9/21/25	Telephone, Cable & Internet Service	541016-53901	\$170.00
Check Total							\$170.00
CHECK # 300045							
001	09/24/25	BOCC - ACH	090325-7298	BILL PRD 7/30-8/28/25	Utility - Water	543018-53301	\$630.05
Check Total							\$630.05
CHECK # 300046							
001	09/26/25	TAMPA ELECTRIC	092725ACH	7/24-8/21/25	Utility - General	543001-53100	\$3,848.26
Check Total							\$3,848.26
CHECK # DD174							
001	09/19/25	TAMPA ELECTRIC	082925-6260	SVC PRD 7/26-8/25/25	Utility - General	543001-53100	\$1,048.54
Check Total							\$1,048.54
CHECK # DD175							
001	09/25/25	VALLEY NATIONAL BANK	231132015-011	NOV 24 STANDARD PORTABLE RESTROOM	Contracts-Other Services	534033-54500	\$495.58
Check Total							\$495.58
Fund Total							\$78,959.87

Total Checks Paid	\$78,959.87
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