

**SOUTH BAY
COMMUNITY DEVELOPMENT
DISTRICT**

**DECEMBER 10, 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 Inganzo, District Accountant
 Tabitha Blackwelder, Administrative Assistant

Meeting Agenda Wednesday, December 10, 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
 - i. Consideration of Bowman Proposal Page 3
 - ii. Update on Buoy Permit
 - iii. Update on Lennar Turnover
 - iv. Sea Wall Update
 - D. District Counsel
 - E. District Manager
- 5. Business Items**
 - A. Consideration of Russell Landscape Proposal for Storm Clean-Up Page 30
 - B. Consideration of Russell Landscape Proposal for Partnership Page 32
- 6. Business Administration**
 - A. Consideration of Minutes from the Meeting held November 12, 2025 Page 40
 - B. Review of October 2025 Financial Statement Page 44
 - C. Consideration of October 2025 Check Register Page 56
- 7. Supervisor Requests**
- 8. Audience Comments – Three (3) Minute Time Limit**
- 9. Adjournment**

The next meeting is scheduled for Wednesday, January 14, 2026, 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

1. 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.
2. 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).

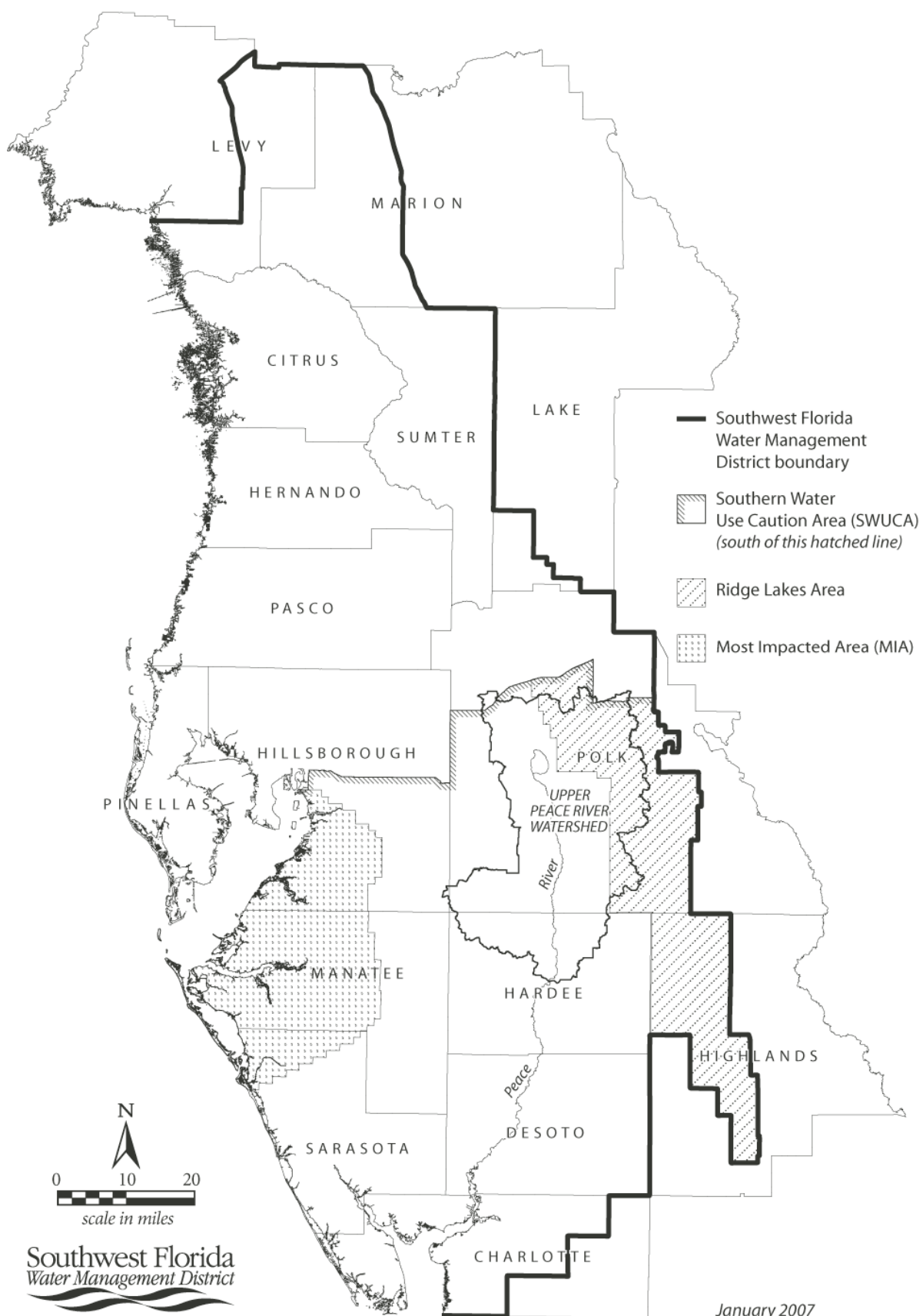
- ☐ SWUCA Ground Water Replacement Credit Application (Form LEG-R011.02) attached.
- ☐ Net Benefit Supplemental Form – SWUCA (Form LEG-R.010.02) attached.
- ☐ N/A – Impacts are not predicted.

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





APPROVAL FOR SEVERE STORM CLEAN-UP

This agreement is entered into between **Russell Landscape Group and affiliates**, "Provider", and _____, "Customer", for the purpose of the removal of debris created by severe weather. Severe weather includes, but is not limited to, hurricanes, tornados, snow and ice events.

- Agreement to include removal and disposal of debris as a result of a severe storm event. Large limbs and debris will be moved from roads and sidewalks, out of pedestrian and vehicle pathways, for later pick up.
- Entry and exit points to the property will be first priority unless directed otherwise.
- Any tree or limb debris that is found to be against structures or utilities will be considered high risk. Removal of these items will be handled by a licensed arborist and will incur additional fees outside this agreement. These fees will be negotiated before commencement of service.
- Provider will be on call 24 hours per day during severe weather events. Agreement rates will be 50% more during Holidays and Weekends. Work cannot be completed during State or County mandated curfew hours.

To perform the above stated services, Provider shall be compensated by Customer as follows:

- \$250.00 per hour for skid steer/ loader. Includes operator.
- \$3,000.00 NTE per 40 cubic yard container of organic waste.
- \$75.00 per hour per general labor.
- If additional out of state labor and equipment is required and approved by the customer, lodging and travel cost will be agreed upon before beginning work.

The compensation rates for stated services outlined herein are guaranteed through January 31, 2026. Provider reserves the right to modify rates beyond this date.

This Agreement is separate and independent from any existing Landscape Maintenance Contract or any other agreements between Customer and Provider, including but not limited to contracts for regular landscape maintenance, snow removal, or irrigation services.

- Hurricane clean-up and storm debris removal are not covered under the routine landscape maintenance agreement.
- Routine maintenance visits cannot be substituted or delayed in exchange for hurricane or storm clean-up services. There are no savings to either party by doing so. On the contrary, delaying routine maintenance increases the cost of overall maintenance because the Provider must catch up on deferred work after clean-up operations are completed.

Hold Harmless and Indemnification:

Customer agrees to indemnify, defend, and hold harmless Provider and its officers, directors, employees, agents, and subcontractors from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Damage to Customer's property or third-party property resulting from storm clean-up services, except to the extent caused by Service Provider's gross negligence or willful misconduct.
- Bodily injury or death of any person, except to the extent caused by Service Provider's gross negligence or willful misconduct.

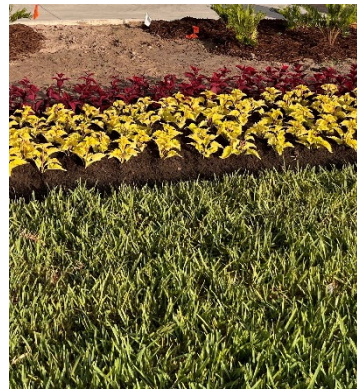
Provider shall not be liable for delays or inability to perform services due to circumstances beyond its control, including but not limited to severe weather conditions, governmental orders, or limitations on access to the Property.

NAME AND CAPACITY
Property OWNER OR CONTRACTING RERESENTATIVE

DATE

NAME AND CAPACITY
CONTRACTOR; Russell Landscape Group and affiliates

DATE



ATLANTA + CHARLESTON + DESTIN + NASHVILLE + SAVANNAH + TAMPA

PROPOSAL FOR PARTNERSHIP

SOUTH BAY CDD



UNMATCHED IN THE INDUSTRY



ATLANTA * CHARLESTON * DESTIN * NASHVILLE * SAVANNAH * TAMPA

RUSSELL LANDSCAPE FLORIDA, LLC

July 7, 2025

Re: **SOUTH BAY CDD**

Having carefully reviewed **SOUTH BAY CDD**, we would like to present this proposal to provide maintenance in accordance with the attached contract. Your monthly and annual costs for landscape maintenance of the property are listed below.

<u>Landscape Maintenance:</u>	<u>\$2,910.00 per month</u>	<u>\$34,920.00 per year</u>
<u>Turf Chemical Program:</u>	<u>\$475.00 per month</u>	<u>\$5,700.00 per year</u>
<u>12 Monthly Irrigation Wet Checks:</u>	<u>\$270.00 per month</u>	<u>\$3,240.00 per year</u>

Additional Services

<u>Hardwood Mulch:</u>	<u>159 cubic yards of mulch @ once per year</u>	<u>\$10,335.00 per year</u>
<u>Palm Tree Pruning:</u>	<u>285 palms</u>	<u>\$18,525.00 per occurrence</u>

NOTE: This proposal includes 42 annual visits, weekly visits in the growing season, biweekly visits in the off season.

Please note that the 4 foxtail palms **and** 57 royal palms are self pruning & are included in our contract; therefore, they are not part of this additional pruning cost.

Irrigation zone count was not able to be verified at the time of the site visit. 36 zones were assumed. Pricing may need to be adjusted after zone count is confirmed.

Thank you for using Russell Landscape Florida, LLC, as part of your management team.

Sincerely,

Eileen Grum
Business Development
(813) 470-8808
eileeng@russelllandscape.com



RUSSELL LANDSCAPE FLORIDA, LLC, CONTRACT

RUSSELL LANDSCAPE FLORIDA, LLC, hereafter referred to as Contractor, contracts with the property owner/representative for **SOUTH BAY CDD**, thereafter, referred to as Property, to perform the following landscape services:

I. TURF AND BED MAINTENANCE

1. Mowing of all turf areas will be completed weekly during the peak growing season. During the remainder of the year mowing will be completed as needed to maintain a neat and clean appearance. Any clippings because of mowing or trimming shall be removed from paved areas during each service visit. Turf areas are those locations which will require weekly maintenance during the growing season.
2. All turf areas not accessible by mowing equipment shall be trimmed weekly using string trimmers to coincide with mowing. (Russell Landscape is not responsible for damage to improperly secured or mounted lines, wires or fencing in areas requiring weekly trimming).
3. All turf hard line edges and bed line edges, such as sidewalks and curbs shall be metal blade edged bi-weekly during the growing season and as needed thereafter. Russell Landscape cannot be responsible for shallow buried phone, cable, internet, or invisible dog fence lines.
4. Bermuda, Zoysia, and Centipede warm season grasses will be mowed to a height of 2-2 ½" whereas St. Augustine turf will be cut at 3-3 ½" during each mowing of turf. Height may need to be adjusted as conditions warrant but will not exceed removing more than 1/3 of blade length with any mowing.
5. Scalp mowing may be conducted on all warm season turf areas in early spring to remove dormant grass. Extra precaution shall be taken during the mowing season to prevent scalping of uneven high spots or berms. Particular care shall be exercised to prevent scalp damage due to sharp turning, starting, and stopping on sods. Russell Landscape cannot be responsible for shallow buried phone, cable internet, or invisible dog fence lines.
6. All plant beds shall be kept defined to project a clear definition between turf and shrub bed or tree well areas.
7. Turf fertilization shall be conducted six times per growing season utilizing proper formulations and rates of fertilizer specified according to soil analysis to maintain healthy vigorous turf.
8. Pre-emergence herbicide applications shall be made four times per year to prevent turf weed infestation in turf areas.
9. Post emergence herbicides shall be applied to all turf locations during the growing season to control most weed escapes. Control of warm season grass intrusion in cool season turf and control of po annua, dallisgrass, goose grass, nutsedge, and dove weed in all turf grasses will require additional cost to be agreed upon prior to service. There are some weeds such as Torpedo grass and Crab Grass in St. Augustine that can't be controlled by chemicals. The only solution is to use

Initials (Client)

Initials (Contractor)

a non-selective herbicide and re-sod. This work would be considered additional. Applications will not be made during stressful environmental turf growing conditions.

10. Insecticides can be applied as needed on turf areas to control non-beneficial insect pests, including for chinch bugs/and or mole crickets. Due to the nature of some pests being migratory such as Army worms and Sod Web worms, control for these insects may result in additional applications. To control cost and to operate in an environmentally safe manner we apply pesticides as part of our Integrated Pest Management system. We will apply pesticides only to the infected areas to minimize exposure to animals and people.
11. Disease analysis and the application of effective fungicides to suppress any harmful fungus will be applied as necessary. To control cost and to operate in an environmentally safe manner we apply pesticides as part of our Integrated Pest Management system. We will apply pesticides only to the infected areas to minimize exposure to animals and people. This can be applied at an additional cost.
12. Blowing of all clippings and debris from sidewalks, walkways, curbs, tennis courts, recreational areas and parking lots shall be conducted during each weekly visit.

II. TREE, SHRUB, AND GROUND COVER MAINTENANCE

1. Pruning of all ornamental shrubs (up to 12' in height) and ground covers and the removal of any dead branches shall be conducted at least four times per year or as required to insure a neatly shaped appearance. The frequency and configuration of pruning shall depend upon horticultural standards for all shrub species. New growth of all shrubs will be allowed to harden off before subsequent pruning. Russell Landscape cannot be responsible for damage of cables, wires, freon lines, utility and control boxes, A/C supply generators and similar items hidden in plant material.
2. Pocket pruning and/or structure pruning shall be performed once a year during the dormant months to maintain plant material in an aesthetically pleasing appearance and within its boundaries for up to 1/3 of the plant material on site that requires this type of pruning. Drastic reduction of plant volume (over 25%) may incur additional pruning fees. Russell Landscape cannot be responsible for damage of cables, wires, freon lines, utility and control boxes, A/C supply generators and similar items hidden in plant material.
3. All pruning debris shall be removed immediately following the completion of any pruning operations. Drastic reduction of plant volume (over 25%) may incur additional debris disposal fees.
4. Partially dead shrubs shall be pruned to remove deadwood portions.
5. Perennials such as Daylilies and Liriope shall be cut back in the winter. The removal of any spent blooms, flower stalks and drying foliage shall be performed as needed. Russell Landscape cannot be responsible for damage of cables, wires, freon lines, utility and control boxes, A/C supply generators and similar items hidden in plant material.
6. Ornamental groundcovers such as English Ivy shall be pruned to maintain these plants within their boundaries.
7. Pre-emergence herbicides will be applied to all shrub/tree beds prior to weed germination in March/April. Manual removal of any weeds over 2" in height shall be provided.
8. Post emergence herbicides shall be carefully utilized as spot treatments in shrub beds during the growing season for control of emerging weed growth.
9. Granular fertilization shall be conducted in the spring on all shrub and ornamental trees to be applied at rates conducive for optimum growth (Soil analysis utilized for appropriate types and rates). During insecticide applications (see item 10) a liquid iron will be applied for additional feedings.
10. Metal blade edging of all shrub bed or tree well edges shall be performed once monthly.

Initials (Client)

Initials (Contractor)

11. Application of insecticides (less than 12') can be applied as part of our integrated pest management program to ornamental trees, shrubs and groundcovers as needed for control of mites and emerging non-beneficial insects. Additional application costs may be necessary with severe outbreaks. Cost will be agreed upon prior to application.
12. Disease analysis and the application of effective fungicides to control any observed fungi diseases in ornamental trees and shrubs, and groundcovers shall be applied as part of our integrated pest management program. Additional application costs may be necessary with severe outbreaks or persistent disease. Cost will be agreed upon prior to application.
13. All small ornamental trees (less than 12') shall be trimmed to encourage good growth habits. This shall include the removal of all water sprouts, suckers, deformed growth and dead branches. All clippings and debris shall be removed from the property during the day of pruning.
14. All crape myrtles to be pruned once annually to remove crossing branches, thin canopies, and create a more uniform vase shape is recommended. "Hat rack" pruning is highly discouraged due to horticultural implications and will incur additional charges if requested.
15. All shade trees canopies shall be pruned annually as necessary so that no branches/limbs will overhang on sidewalks and parking lot areas lower than 10 feet from the ground. Lower branching on all trees shall be pruned as necessary to keep trees elevated to a uniform height. Maximum height for this pruning shall be no more than 12 feet. Branches or limbs with a caliber diameter greater 2 inches will require an additional cost to be pruned.
16. Broken or fallen tree branches shall be removed from the property during each weekly visit. Branches or limbs with a caliber diameter greater than 2 inches will require additional costs to be pruned.
17. Fallen leaves shall be removed weekly from the property during late autumn and early winter (October – December). All debris collected on site shall be removed and recycled into wood waste products or recycled on site. Naturalization of leaf litter will be utilized where appropriate.

III. GENERAL SITE MAINTENANCE

1. Trash and debris shall be removed from landscape areas during each service visit prior to mowing turf areas.
2. Post emergent herbicides shall be applied to parking lot areas, curbs and gutters, driveways, parkway and loading dock areas to control emerging pavement crack weeds.
3. All debris shall be disposed of offsite unless owner provides approved disposal area or trash receptacle. Removal of excessive trash or debris may incur additional fees.
4. In the event of any severe weather event such as a major ice, snow, or windstorm such as a tornado, Russell Landscape shall not be responsible for any cleanup operation within the scope of the agreed maintenance contract. Clean up services shall be provided for an additional cost per request.
5. Fire ant management will be performed weekly as needed. Typically, when a mound is identified, insecticide will be applied and the following week after it has taken affect, the mound will be removed. Blanket applications can be applied for an additional fee.

Initials (Client)

Initials (Contractor)

IV. IRRIGATION

1. Contractor will provide spring start-up and fall shutdown of the irrigation system and thorough monthly inspections; minor issues such as adjusting the heads and replacing filters will be at no additional charge during monthly inspections. If any repairs are needed at additional charges to property exceeding \$150.00 per occurrence, an estimate will be provided to Property Manager for review and approval prior to work being performed; prior approval of a "not to exceed" amount can be provided to help facilitate faster repairs. Any irrigation repairs will be charged at \$75.00 per hour based on quarterly hours. All damages to the irrigation system by the contractor will be repaired at the expense of the contractor.

V. PALM TREE PRUNING

1. Palm Tree pruning is recommended to be performed (1) time annually and will be proposed under a separate cover.

VI. SEASONAL SERVICES

1. Application of pine straw twice annually or hardwood mulch once annually is recommended. Bed line trenching will be performed in conjunction with the spring application. Service will be billed at the time of service per below quantity and price. (Prices subject to change based upon current market value - approval from client required.)
2. Two rotations of seasonal color are recommended. Service will be proposed and billed at the time of service per below quantity and price. Price shown is for our base package including 4" pots of typical seasonal annuals and once monthly maintenance visits. Options for additional upgrades and enhancements will be offered for consideration prior to all installations. (Prices subject to change based upon current market value - approval from client required.)
3. Supplemental hand watering can be provided for a cost of \$75/hr. for site water or \$150/hr. for water truck.

VII. COMPENSATION

To perform the above stated services, Contractor shall be compensated by SOUTH BAY CDD for labor, materials, equipment, and services rendered as itemized below. Monthly billing includes chemical turf treatment, aeration and overseeding of fescue turf, if applicable, done during September/October. Russell Landscape encourages all payments to be made via ACH process. This process provides security for the payments and prevents any mishandling of paper checks. If the client elects to pay via check, Russell Landscape will not be liable for any issues associated with mishandling or fraud.

N/A bales of pine straw per application 159 cubic yards of mulch per application

N/A square feet of seasonal color per application

Monthly Base Maintenance Billing - **\$2,910.00**

Turf Chemical Program Monthly Billing - **\$475.00**

12 Monthly Irrigation Wet Checks Monthly Billing - **\$270.00**

Mulch -	\$10,335.00	Apply at appropriate time and bill at end of service ____ (Initial)
Palm Tree Pruning -	\$18,525.00	Apply at appropriate time and bill at end of service ____ (Initial)

ANNUAL BASE TOTAL - \$43,860.00

Initials (Client)

Initials (Contractor)

Service shall be provided over a 51, week period as dated below. Please note that we are closed the week from Christmas until New Year's. Monthly service costs are prorated over the course of the contract for simplicity in billing and payment.

In the event of cancellation prior to the end of a 12-month term, the table below shall be used to determine the actual dollar amount of work performed and in turn the amount owed to either the customer or contractor at termination of the contract. Due to the nature of our business the actual labor and material expenses are not commiserate with the leveled monthly billings.

Mth	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
%	5	6	7	10	10	10	10	10	10	10	7	5

For example, if the total annual contract price is \$12,000, and the contract commences on January 1st and is terminated on August 31st, the total percentage of actual annual worked performed is 68% of contract. $68\% \times \$12,000 = \$8,160$ and represents the actual amount of work performed. The actual amount paid over the 8 months of the contract was \$8,000, so in this case, the customer would owe the contractor an additional \$160.

Contractor shall cease all services on the above contracted property after sixty (60) days from date of unpaid invoice until all delinquent payments are received. Either Contractor or Property manager may terminate this contract at any time with or without cause by providing 60 days written notice by certified letter only. If pine straw, seasonal color, fescue seed, retention ponds or any extra services are added to the base maintenance price, and the work has already been performed, it must be paid in full if contract is terminated early.

Both parties agree not to solicit, offer employment to, nor use the services of any employee of the other party who is involved in performing this Agreement (otherwise than by general advertising for the duration of this Agreement) and for a period of twelve (12) Months from the date of termination of this Agreement, except as expressly provided for in this Agreement or where the other party consents thereto in writing.

During the execution of the work described herein, adjustments in fees may be necessary based on inflation and/or escalation in the costs of materials and labor. Russell Landscape reserves the right to adjust pricing due to fluctuation in the market rate of the job cost of the contracted work. Russell Landscape may adjust the pricing of this contract commensurately with 30 days written notice.

This contract shall be effective for the period beginning **January 1, 2026**, ending **December 31, 2026**. This contract shall automatically be renewed on the anniversary date each year (unless either party expresses an objection by certified letter at least 60 days prior to the ending date listed above.) We hereby understand, adhere, and agree to the terms and stipulations of this document and enter into this contract agreement. *This proposal includes a 3% annual price adjustment cap.

Initials (Client)

Initials (Contractor)

SOUTH BAY CDD

Contact Information:

Company: Inframark

Name: Christina Newsome

Phone Number: 281-870-0585

Fax Number:

Email Address: christina.newsome@inframark.com

Billing Address:

Physical Address:

611 Destiny Drive

Ruskin, FL 33570

Name & Capacity- Client Date

Name & Capacity-CONTRACTOR, RUSSELL LANDSCAPE FLORIDA, LLC Date

Initials (Client)

Initials (Contractor)

**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, November 12, 2025, at 1:01 p.m. at the POA Meeting Room, 611 Destiny Dr, Ruskin, Florida 33570.

Present and constituting a quorum were:

Ian Brown	Chairperson (<i>via phone</i>)
Stephen Herrera	Vice Chairperson
Scott Campbell	Assistant Secretary (<i>via phone</i>)
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
Nikki Day	District Counsel
Anthony Solo	ASolo (<i>via phone</i>)
Sabrina Escobar	ASolo (<i>via phone</i>)
Epifanio Carvajal	Landscape
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 November 12, 2025, agenda as presented.

THIRD ORDER OF BUSINESS

Audience Comments

There being none, the next order of business followed. ASolo proposal will have its own sections for comments.

FOURTH ORDER OF BUSINESS**Staff Report****A. District Accountant**

The Board had no questions for the accountant.

B. Landscape Report

Mr. Carvajal provided updates for the Board and answered questions

C. District Engineer

Engineer not present, the next item followed.

D. District Counsel

There being no additional report the next item followed.

E. District Manager

Ms. Newsome advised that holiday light installation will start on November 17, 2025.

FIFTH ORDER OF BUSINESS**Business Items****A. Consideration of Bowman Proposal**

The Board tabled this proposal until the District Engineer is present for discussion.

B. Ratification of FY 2025 Audit Engagement Letter

On MOTION by Ms. Madden, seconded by Mr. Herrera, with all in favor, to ratify the FY2025 Audit Engagement Letter was approved. 5-0

Audience Comments on Asolo PPP Proposal

Residents stated they did not approve of the PPP Proposal. Based on a community poll more than 80% are opposed to the proposal as presented.

Residents thanked the Board for their work up to this point but stated the Board should not consider this entire proposal.

Residents stated there are no benefits for the residents of the community and that it is only favorable for the developers.

Residents believe the Board should open the bid for other developers to submit project plans.

South Bay CDD
November 12 2025, Meeting

C. Consideration of ASolo PPP Proposal

Mr. Solo presented ASolo's proposal to the Board and audience and answered questions regarding what is being proposed. Discussion ensued. Mr. Solo advised he is willing to compromise on some aspects to give the community permanent amenities which will help increase the value of the District.

Mr. Solo is willing to remove the parking written as Parcel P from the proposal if that will satisfy any hesitation the Board may have.

Mr. Solo stated he is purchasing Sunset Grill and is very open to hearing suggestions on amenities like the pickleball courts and the south lot.

Ms. Day addressed the Board and advised that at this time the options are to accept the proposal as presented, table the proposal, or decline the proposal. Ms. Day reviewed the memorandum that was sent to the Board explaining the PPP process.

Ms. Day mentioned that additional services are needed from Fishkind, and they need the Boards approval to engage in interim negotiations.

On MOTION by Mr. Campbell, seconded by Mr. Herrera, with Mr. Brown, Mr. Herrera, Mr. Campbell and Ms. Madden voting aye and Mr. Aldrich voting nay, to accept the PPP Proposal as drafted and allow continued negotiations with Fishkind on behalf of the district to include all district parcels, Seagrape parcels, sidewalks and easements was approved. 4-1

Mr. Brylanski will research easements and zoning to ensure accuracy.

On MOTION by Mr. Aldrich, seconded by Mr. Herrera, with all in favor, a workshop to be held on December 8, 2025, proceeding even if virtual, before the regular public meeting on December 10, 2025, was approved. 5-0

SIXTH ORDER OF BUSINESS

Business Administration

A. Consideration of the Minutes of October 15, 2025, Meeting

The minutes were tabled for corrections as the meeting was held as a workshop due to lack of quorum.

South Bay CDD
November 12 2025, Meeting

B. Review of September 2025 Financial Statements

The Board had no questions regarding the Financial Statements.

SEVENTH ORDER OF BUSINESS

Supervisors' Request

On MOTION by Ms. Madden, seconded by Mr. Herrera, with Mr. Brown, Mr. Herrera, Mr. Aldrich and Ms. Madden voting aye and Mr. Campbell voting nay, to bid for management services if improvement is not seen within 30 days was approved. 4-1

Reasons stated for the consideration of new management services included the Board feeling rushed to make decisions on items like the LOI and the PPP Proposal and the process from counsel and management, as well as dissatisfaction with the budget process and late payments.

EIGHTH ORDER OF BUSINESS

Audience Comments

There being none, the next order of business followed. The Board requested this item be removed from agenda going forward.

NINTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Ms. Madden, seconded by Mr. Aldrich, with all in favor, the meeting was adjourned at 3:49 p.m. 5-0

 Secretary / Assistant Secretary

 Chairperson / Vice Chairperson

SOUTH BAY
Community Development District

Financial Report

October 31, 2025

(unaudited)

Prepared by



SOUTH BAY

Community Development District

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SOUTH BAY
Community Development District

Financial Statements

(Unaudited)

October 31, 2025

SOUTH BAY

Community Development District

Governmental Funds**Balance Sheet**
October 31, 2025

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2005 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 1,214,673	\$ -	\$ -	\$ 1,214,673
Accounts Receivable	25	-	-	25
Due From Other Gov'tl Units	3,766	-	5,423	9,189
Investments:				
Money Market Account	588,637	-	-	588,637
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	-	10,014	-	10,014
Revenue Fund (A-1)	-	-	448,727	448,727
Revenue Fund (A-2)	-	-	191,617	191,617
Prepaid Items	754	-	-	754
Deposits	5,000	-	-	5,000
TOTAL ASSETS	\$ 1,812,855	\$ 10,014	\$ 1,605,848	\$ 3,428,717
<u>LIABILITIES</u>				
Accounts Payable	\$ 8,227	\$ -	\$ -	\$ 8,227
Accrued Expenses	15,940	-	-	15,940
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	24,173	1,271,776	3,863,379	5,159,328
<u>FUND BALANCES</u>				
Nonspendable:				
Prepaid Items	754	-	-	754
Deposits	5,000	-	-	5,000
Assigned to:				
Operating Reserves	221,191	-	-	221,191
Reserves - Bulkheads	176,040	-	-	176,040
Reserves - Other	950,875	-	-	950,875
Unassigned:	434,822	(1,261,762)	(2,257,531)	(3,084,471)
TOTAL FUND BALANCES	\$ 1,788,682	\$ (1,261,762)	\$ (2,257,531)	\$ (1,730,611)
TOTAL LIABILITIES & FUND BALANCES	\$ 1,812,855	\$ 10,014	\$ 1,605,848	\$ 3,428,717

SOUTH BAY

Community Development District

General Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-25 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 20,000	\$ 6,182	30.91%	\$ 6,182
Parking Fees	10,000	5,425	54.25%	5,425
Special Assmnts- Tax Collector	749,798	-	0.00%	-
Special Assmnts- CDD Collected	1,144,390	-	0.00%	-
Special Assmnts- Discounts	(29,992)	-	0.00%	-
TOTAL REVENUES	1,894,196	11,607	0.61%	11,607
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	12,000	1,000	8.33%	1,000
FICA Taxes	918	61	6.64%	61
ProfServ-Arbitrage Rebate	1,950	-	0.00%	-
ProfServ-Dissemination Agent	5,000	-	0.00%	-
ProfServ-Engineering	35,000	-	0.00%	-
ProfServ-Legal Services	66,000	-	0.00%	-
ProfServ-Legal Litigation	25,000	-	0.00%	-
ProfServ-Mgmt Consulting	51,446	4,287	8.33%	4,287
ProfServ-Survey	30,000	-	0.00%	-
ProfServ-Trustee Fees	9,000	-	0.00%	-
Assessment Roll	6,000	-	0.00%	-
Auditing Services	5,900	-	0.00%	-
Postage and Freight	750	-	0.00%	-
Insurance - Risk Management	19,200	15,479	80.62%	15,479
Legal Advertising	2,477	-	0.00%	-
Misc-Records Storage	1,200	-	0.00%	-
Misc-Assessment Collection Cost	13,854	-	0.00%	-
Website Administration	1,553	-	0.00%	-
Miscellaneous Expenses	4,500	-	0.00%	-
Office Supplies	1,500	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	175
Total Administration	293,423	21,002	7.16%	21,002
<u>Maintenance</u>				
Stormwater Assessment	5,000	-	0.00%	-
R&M-Sidewalks	25,000	-	0.00%	-
R&M-Stormwater Inlet Cleaning	50,000	-	0.00%	-
Total Maintenance	80,000	-	0.00%	-

SOUTH BAY

Community Development District

General Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-25 ACTUAL
<u>Electric Utility Services</u>				
Utility - General	71,500	4,900	6.85%	4,900
Total Electric Utility Services	71,500	4,900	6.85%	4,900
<u>Water Utility Services</u>				
Utility - Water	45,000	620	1.38%	620
Total Water Utility Services	45,000	620	1.38%	620
<u>Field</u>				
Contracts-Solid Waste Services	26,565	-	0.00%	-
Contracts-Landscape	121,575	8,177	6.73%	8,177
Contracts-Mulch	15,470	-	0.00%	-
Telephone, Cable & Internet Service	1,980	170	8.59%	170
Contracts - Portable Restroom	6,237	496	7.95%	496
R&M-Gatehouse	5,750	754	13.11%	754
R&M-Irrigation	11,500	-	0.00%	-
Landscape Replacement	15,000	-	0.00%	-
R&M-Sod	5,000	-	0.00%	-
Misc-Holiday Lighting	5,000	-	0.00%	-
Misc-Contingency	125,000	-	0.00%	-
Total Field	339,077	9,597	2.83%	9,597
<u>Parking Facilities</u>				
Contracts-Parking	13,000	1,083	8.33%	1,083
Contracts-Other Services	1,500	-	0.00%	-
Contracts-Security Services	55,380	4,615	8.33%	4,615
Contracts-Gates	65,856	5,088	7.73%	5,088
Contracts-Material and Fuel	6,500	270	4.15%	270
Contracts-Security Enforcement	172,960	14,413	8.33%	14,413
Total Parking Facilities	315,196	25,469	8.08%	25,469
<u>Reserves</u>				
Reserve - Other	700,000	7,779	1.11%	7,779
Reserve - Seawall	50,000	-	0.00%	-
Total Reserves	750,000	7,779	1.04%	7,779
TOTAL EXPENDITURES & RESERVES	1,894,196	69,367	3.66%	69,367

SOUTH BAY

Community Development District

General Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-25 ACTUAL
Excess (deficiency) of revenues				
Over (under) expenditures	-	(57,760)	0.00%	(57,760)
Net change in fund balance	\$ -	\$ (57,760)	0.00%	\$ (57,760)
FUND BALANCE, BEGINNING (OCT 1, 2025)	1,846,442	1,846,442		
FUND BALANCE, ENDING	\$ 1,846,442	\$ 1,788,682		

SOUTH BAY

Community Development District

Series 2005 Debt Service Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-25 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 32	0.00%	\$ 32
TOTAL REVENUES	-	32	0.00%	32
<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	-	32	0.00%	32
Net change in fund balance	\$ -	\$ 32	0.00%	\$ 32
FUND BALANCE, BEGINNING (OCT 1, 2025)	-	(1,261,794)		
FUND BALANCE, ENDING	\$ -	\$ (1,261,762)		

SOUTH BAY

Community Development District

Series 2015 Debt Service Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-25 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 5,178	0.00%	\$ 5,179
Special Assmnts- CDD Collected	113,701	-	0.00%	-
Special Assmnts- Debt Service (A-1)	729,255	-	0.00%	-
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)	-	0.00%	-
TOTAL REVENUES	1,547,791	5,178	0.33%	5,179
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	14,585	-	0.00%	-
Total Administration	14,585	-	0.00%	-
<u>Debt Service</u>				
Principal Debt Retirement A-1	425,000	-	0.00%	-
Principal Debt Retirement A-2	423,474	-	0.00%	-
Interest Expense Series A-1	369,644	-	0.00%	-
Interest Expense Series A-2	535,095	-	0.00%	-
Interest Expense Series B-2	275,550	-	0.00%	-
Total Debt Service	2,028,763	-	0.00%	-
TOTAL EXPENDITURES	2,043,348	-	0.00%	-
Excess (deficiency) of revenues				
Over (under) expenditures	(495,557)	5,178	-1.04%	5,179
Net change in fund balance	\$ (495,557)	\$ 5,178	-1.04%	\$ 5,179
FUND BALANCE, BEGINNING (OCT 1, 2025)	(2,262,709)	(2,262,709)		
FUND BALANCE, ENDING	\$ (2,758,266)	\$ (2,257,531)		

SOUTH BAY
Community Development District

Supporting Schedules

October 31, 2025

SOUTH BAY

Community Development District

Cash and Investment Report
October 31, 2025

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND				
Checking Account - Operating	Valley National Bank	Government Checking	4.07%	\$ 1,214,673
Money Market Account	BankUnited	PF Relationship Priced MMA	3.54%	588,637
Subtotal				1,803,310
DEBT SERVICE AND CAPITAL PROJECTS FUNDS				
Series 2005 Revenue	U.S. Bank	US Bank Money Market Account	3.92%	10,014
Series 2015-1 Reserve A-1	U.S. Bank	US Bank Money Market Account	3.92%	411,126
Series 2015-2 Reserve A-2	U.S. Bank	US Bank Money Market Account	3.92%	294,960
Series 2015-2 Reserve B-2	U.S. Bank	US Bank Money Market Account	3.92%	253,995
Series 2015-1 Revenue A-1	U.S. Bank	US Bank Money Market Account	3.92%	448,727
Series 2015-2 Revenue A-2	U.S. Bank	US Bank Money Market Account	3.92%	191,617
Subtotal				1,610,439
Total				\$ 3,413,749

South Bay CDD

Statement Date 10/31/2025

G/L Account No. 101001 Balance	1,214,673.02	Statement Balance	1,221,511.39
		Outstanding Deposits	495.58
Positive Adjustments	0.00		
		Subtotal	1,222,006.97
Subtotal	1,214,673.02	Outstanding Checks	-7,333.95
Negative Adjustments	0.00		
		Ending Balance	1,214,673.02
Ending G/L Balance	1,214,673.02		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Outstanding Checks							
10/13/2025	Payment	1100	TOWNHOMES AT LITTLE HARBOR HOA, INC.	Payment of Invoice 000689			-279.35
10/14/2025	Payment	300048	VALLEY NATIONAL BANK	Inv: 0831-6871			-495.58
10/21/2025	Payment	100074	BUSINESS OBSERVER	Inv: 25-02877H			-63.44
10/21/2025	Payment	100081	MRI INSPECTION LLC	Inv: 45709			-6,000.00
09/30/2025	Payment	DD176	VALLEY NATIONAL BANK	Payment of Invoice 000686			-495.58
Total Outstanding Checks							-7,333.95

(Sorted by Check / ACH No.)

10/21/25	Vendor	J MAC PROPERTY SERVICES	25-114	OCT 2025	OCT 2025 MAINT	001-534116-54500	\$5,088.00
10/21/25	Vendor	J MAC PROPERTY SERVICES	25-114	OCT 2025	OCT 2025 SECURITY ENFORCEMENT	001-534037-54500	\$3,765.00
10/21/25	Vendor	J MAC PROPERTY SERVICES	25-114	OCT 2025	OCT 2025 PARKING ENFORCEMENT	001-534030-54500	\$1,083.00
10/21/25	Vendor	J MAC PROPERTY SERVICES	25-114	OCT 2025	OCT 2025 GATES	001-534362-54500	\$14,413.00
10/21/25	Vendor	J MAC PROPERTY SERVICES	25-114	OCT 2025	OCT 2025 CAR REIMB	001-534037-54500	\$850.00
10/21/25	Vendor	J MAC PROPERTY SERVICES	25-114	OCT 2025	OCT 2025 MATERIALS/FUEL	001-534187-54500	\$270.28
						ACH Total	\$25,469.28

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH #100080							
10/21/25	Vendor	PINE LAKE NURSERY	8298	OCT 2025 LIFT STATION MAINT	OCT 2025 LIFT STATION AREA MAINT	001-546035-53901	\$753.76
ACH Total							<u>\$753.76</u>
ACH #100081							
10/21/25	Vendor	MRI INSPECTION LLC	45709	STORM STRUCTURE INSPECTION	Reserve - Other	001-568114-58100	\$6,000.00
ACH Total							<u>\$6,000.00</u>
CHECK # 1100							
10/13/25	Vendor	TOWNHOMES AT LITTLE HARBOR HOA, INC. 101425-		Pressure Tank Reimbursement	Reserve - Other	001-568114-58100	\$279.35
Check Total							<u>\$279.35</u>
CHECK # 1101							
10/21/25	Vendor	FLORIDA COMMERCE	92830	ANNUAL FILING FEE	Annual District Filing Fee	001-554007-51301	\$175.00
Check Total							<u>\$175.00</u>
CHECK # 1102							
10/21/25	Vendor	JOHN ALDRICH	JA-101525	BOARD 10/15/25	Supervisor Fees	001-511100-51301	\$200.00
Check Total							<u>\$200.00</u>
ACH #300047							
10/07/25	Vendor	REPUBLIC SERVICES - ACH	0696-00129970C	2 WASTE CONTAINERS	Contracts-Solid Waste Services	001-534039-53901	\$2,900.87
ACH Total							<u>\$2,900.87</u>
ACH #300048							
10/14/25	Vendor	VALLEY NATIONAL BANK	0831-6871	AUG 2025 PORTABLE RESTROOM	Contracts - Portable Restroom	001-543187-53901	\$495.58
ACH Total							<u>\$495.58</u>
ACH #300049							
10/17/25	Vendor	TAMPA ELECTRIC	101725ACH	SVC PRD 08/22-09/22/2025	SVC PRD 8/22-9/22/25	001-546016-51902	\$3,860.24
ACH Total							<u>\$3,860.24</u>
ACH #300050							
10/21/25	Vendor	TAMPA ELECTRIC	093025-6260	8/26-9/24/25	SERV PRD 8/26-9/24/25	001-546016-51902	\$1,048.54
ACH Total							<u>\$1,048.54</u>

SOUTH BAY
Community Development District

Payment Register by Bank Account

For the Period from 10/1/25 to 10/31/25

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH #300051							
10/27/25	Vendor	VALLEY NATIONAL BANK	090525-6781	SEPT 2025 PORTABLE RESTROOM Contracts - Portable Restroom		001-543187-53301	\$495.58
ACH Total							<u>\$495.58</u>
ACH #DD177							
10/14/25	Vendor	CHARTER COMMUNICATIONS - ACH	2806762092225	09/22-10/21/25	Telephone, Cable & Internet Service	001-541016-53901	\$170.00
ACH Total							<u>\$170.00</u>
ACH #DD178							
10/30/25	Vendor	BOCC - ACH	100325-7298	8/28-9/29/25	Utility - Water	001-543018-53301	\$660.86
ACH Total							<u>\$660.86</u>
Account Total							<u>\$80,311.54</u>

Total Amount Paid	\$80,311.54
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