



# *South Bay Community Development District*

**April 8, 2026**

## **Agenda Package**

### TEAMS MEETING INFORMATION

Meeting ID: 298 253 886 938 3    Passcode: 3sA3U74m

Join:

<https://teams.microsoft.com/meet/2982538869383?p=0r2YKmNntRHOBnrcBj>

2005 PAN AM CIRCLE, SUITE 300

TAMPA, FLORIDA 33607

## **CLEAR PARTNERSHIPS**



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

# South Bay Community Development District

## Board of Supervisors

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

## Staff:

Christina Newsome, District Manager  
David Smith, District Counsel  
Rick Brylanski, District Engineer  
Howard Neal, Field Services Director  
Sergio Inguanzo, District Accountant  
Melinda Gallo, Administrative Assistant

## Revised Meeting Agenda Wednesday, April 8, 2026 – 1:00 p.m.

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1. **Call to Order and Roll Call**
2. **Approval of Agenda**
3. **Audience Comments – Three (3) Minute Time Limit**
4. **Staff Reports**
  - A. District Accountant Report
    - i. Review of Financial Statements ..... P. 3
    - ii. Acceptance of Check Register ..... P. 16
    - iii. Review of Audit Report for Fiscal Year 2025 ..... P. 19
  - B. Landscape Report
  - C. District Engineer
    - i. Update on Buoy Permit
    - ii. Update on Lennar Turnover
    - iii. Update on Seawall
  - D. District Counsel
    - i. Consideration of RFQ for District Counsel Services ..... P. 53
  - E. District Manager
5. **Business Items**
  - A. Consideration of Parcel I Easement & LOA CDD Request ..... P. 59
  - B. Consideration of District Management Agreement ..... P. 72
  - C. Consideration of Resolution 2026-02, Appointing District Manager ..... P. 162
  - D. Consideration of Resolution 2026-03, Designating Authorized Signatories ..... P. 163
  - E. Consideration of Resolution 2026-04, Designating Officers of the District ..... P. 164
  - F. Consideration of Resolution 2026-05, Redesignating Administration Office of the District ..... P. 165
  - G. Discussion of Budget for Fiscal Year 2027
  - H. Discussion of Antigua Cove Streetlights
6. **Business Administration**
  - A. Consideration of Minutes from the Meeting held March 11, 2026..... P. 166
7. **Supervisor Requests**
8. **Audience Comments – Three (3) Minute Time Limit**
9. **Adjournment**

*The next meeting is scheduled for Wednesday, May 13, 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

*South Bay  
Community  
Development  
District*

*Financial Report*

*February 28, 2026*

**CLEAR PARTNERSHIPS**



**SOUTH BAY**Community Development District

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**SOUTH BAY**  
**Community Development District**

**Financial Statements**

(Unaudited)

**February 28, 2026**

**SOUTH BAY**

Community Development District

**Governmental Funds**

**Balance Sheet**  
February 28, 2026

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2005 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<b>ASSETS</b>				
Cash - Checking Account	\$ 2,500,905	\$ -	\$ -	\$ 2,500,905
Accounts Receivable	103,878	-	-	103,878
Investments:				
Money Market Account	595,266	-	-	595,266
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	-	10,140	-	10,140
Revenue Fund (A-1)	-	-	994,179	994,179
Revenue Fund (A-2)	-	-	3,150,234	3,150,234
Prepaid Items	4,287	-	-	4,287
Deposits	5,000	-	-	5,000
<b>TOTAL ASSETS</b>	<b>\$ 3,209,336</b>	<b>\$ 10,140</b>	<b>\$ 5,104,494</b>	<b>\$ 8,323,970</b>
<b>LIABILITIES</b>				
Accounts Payable	\$ 20,460	\$ -	\$ -	\$ 20,460
Accrued Expenses	23,597	-	-	23,597
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	-	-	1,300,111	1,300,111
Matured 2015B-2 Interest Due to Bondholders	-	-	1,896,888	1,896,888
Matured 2015B-2 Principal Due to Bondholders	-	-	4,175,000	4,175,000
<b>TOTAL LIABILITIES</b>	<b>44,063</b>	<b>1,271,776</b>	<b>8,636,999</b>	<b>9,952,838</b>
<b>FUND BALANCES</b>				
<b>Nonspendable:</b>				
Prepaid Items	4,287	-	-	4,287
Deposits	5,000	-	-	5,000
<b>Assigned to:</b>				
Operating Reserves	221,191	-	-	221,191
Reserves - Bulkheads	176,040	-	-	176,040
Reserves - Other	950,875	-	-	950,875
<b>Unassigned:</b>	1,807,880	(1,261,636)	(3,532,505)	(2,986,261)
<b>TOTAL FUND BALANCES</b>	<b>\$ 3,165,273</b>	<b>\$ (1,261,636)</b>	<b>\$ (3,532,505)</b>	<b>\$ (1,628,868)</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 3,209,336</b>	<b>\$ 10,140</b>	<b>\$ 5,104,494</b>	<b>\$ 8,323,970</b>

**SOUTH BAY**

Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending February 28, 2026

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>YTD ACTUAL AS A % OF ADOPTED BUD</b>	<b>FEB-26 ACTUAL</b>
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 20,000	\$ 37,774	188.87%	\$ 8,309
Parking Fees	10,000	25,211	252.11%	5,633
Interest - Tax Collector	-	1,320	0.00%	-
Special Assmnts- Tax Collector	749,798	681,705	90.92%	24,152
Special Assmnts- CDD Collected	1,144,390	869,857	76.01%	-
Special Assmnts- Discounts	(29,992)	(26,510)	88.39%	(539)
Special Assmnts- Assessment Fees	-	325	0.00%	-
Assessments	-	162,740	0.00%	-
Other Miscellaneous Revenues	-	496	0.00%	-
<b>TOTAL REVENUES</b>	<b>1,894,196</b>	<b>1,752,918</b>	<b>92.54%</b>	<b>37,555</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
P/R-Board of Supervisors	12,000	7,000	58.33%	2,000
FICA Taxes	918	245	26.69%	-
ProfServ-Arbitrage Rebate	1,950	-	0.00%	-
ProfServ-Dissemination Agent	5,000	5,000	100.00%	-
ProfServ-Engineering	35,000	22,900	65.43%	4,482
ProfServ-Legal Services	66,000	93,091	141.05%	29,021
ProfServ-Legal Litigation	25,000	-	0.00%	-
ProfServ-Mgmt Consulting	51,446	21,436	41.67%	4,287
ProfServ-Survey	30,000	-	0.00%	-
ProfServ-Trustee Fees	9,000	-	0.00%	-
Assessment Roll	6,000	6,000	100.00%	-
Auditing Services	5,900	3,000	50.85%	500
Postage and Freight	750	36	4.80%	-
Insurance - Risk Management	19,200	15,479	80.62%	-
Legal Advertising	2,477	50	2.02%	-
Misc-Records Storage	1,200	-	0.00%	-
Misc-Assessment Collection Cost	13,854	13,104	94.59%	472
Website Expense	-	903	0.00%	375
Website Administration	1,553	-	0.00%	-
Miscellaneous Expenses	4,500	75	1.67%	75
Office Supplies	1,500	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
<b>Total Administration</b>	<b>293,423</b>	<b>188,494</b>	<b>64.24%</b>	<b>41,212</b>

**SOUTH BAY**

Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending February 28, 2026

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>YTD ACTUAL AS A % OF ADOPTED BUD</b>	<b>FEB-26 ACTUAL</b>
<b><u>Maintenance</u></b>				
Stormwater Assessment	5,000	-	0.00%	-
R&M-Sidewalks	25,000	-	0.00%	-
R&M-Stormwater Inlet Cleaning	50,000	-	0.00%	-
<b>Total Maintenance</b>	<b>80,000</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
<b><u>Electric Utility Services</u></b>				
Utility - General	71,500	24,986	34.95%	5,702
<b>Total Electric Utility Services</b>	<b>71,500</b>	<b>24,986</b>	<b>34.95%</b>	<b>5,702</b>
<b><u>Water Utility Services</u></b>				
Utility - Water	45,000	3,773	8.38%	545
<b>Total Water Utility Services</b>	<b>45,000</b>	<b>3,773</b>	<b>8.38%</b>	<b>545</b>
<b><u>Field</u></b>				
Contracts-Solid Waste Services	26,565	14,545	54.75%	2,917
Contracts-Landscape	121,575	40,887	33.63%	8,177
Contracts-Mulch	15,470	-	0.00%	-
Telephone, Cable & Internet Service	1,980	850	42.93%	170
Contracts - Portable Restroom	6,237	2,488	39.89%	506
R&M-Gatehouse	5,750	3,769	65.55%	754
R&M-Irrigation	11,500	881	7.66%	-
Landscape Replacement	15,000	-	0.00%	-
R&M-Sod	5,000	-	0.00%	-
Miscellaneous Maintenance	-	4,500	0.00%	-
Misc-Holiday Lighting	5,000	2,654	53.08%	2,654
Misc-Contingency	125,000	500	0.40%	-
<b>Total Field</b>	<b>339,077</b>	<b>71,074</b>	<b>20.96%</b>	<b>15,178</b>
<b><u>Parking Facilities</u></b>				
Contracts-Parking	13,000	5,415	41.65%	1,083
Contracts-Other Services	1,500	-	0.00%	-
Contracts-Security Services	55,380	23,075	41.67%	4,615
Contracts-Gates	65,856	25,440	38.63%	5,088
Contracts-Material and Fuel	6,500	1,612	24.80%	296
Contracts-Security Enforcement	172,960	72,065	41.67%	14,413
<b>Total Parking Facilities</b>	<b>315,196</b>	<b>127,607</b>	<b>40.48%</b>	<b>25,495</b>

**SOUTH BAY**

Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
<b><u>Reserves</u></b>				
Reserve - Other	700,000	13,163	1.88%	384
Reserve - Seawall	50,000	-	0.00%	-
<b>Total Reserves</b>	<b>750,000</b>	<b>13,163</b>	<b>1.76%</b>	<b>384</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>1,894,196</b>	<b>429,097</b>	<b>22.65%</b>	<b>88,516</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	1,323,821	0.00%	(50,961)
Net change in fund balance	\$ -	\$ 1,323,821	0.00%	\$ (50,961)
<b>FUND BALANCE, BEGINNING (OCT 1, 2025)</b>	<b>1,841,452</b>	<b>1,841,452</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,841,452</b>	<b>\$ 3,165,273</b>		

**SOUTH BAY**

Community Development District

**Series 2005 Debt Service Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ 158	0.00%	\$ 30
<b>TOTAL REVENUES</b>	<b>-</b>	<b>158</b>	<b>0.00%</b>	<b>30</b>
<b><u>EXPENDITURES</u></b>				
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	-	158	0.00%	30
Net change in fund balance	\$ -	\$ 158	0.00%	\$ 30
<b>FUND BALANCE, BEGINNING (OCT 1, 2025)</b>	<b>-</b>	<b>(1,261,794)</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ (1,261,636)</b>		

**SOUTH BAY**

Community Development District

**Series 2015 Debt Service Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ 37,590	0.00%	\$ 14,703
Special Assmnts- CDD Collected	113,701	-	0.00%	-
Special Assmnts- Debt Service (A-1)	729,255	763,642	104.72%	27,055
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)	(29,697)	101.81%	(603)
Other Miscellaneous Revenues	-	2,937,963	0.00%	-
<b>TOTAL REVENUES</b>	<b>1,547,791</b>	<b>3,709,498</b>	<b>239.66%</b>	<b>41,155</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessment Collection Cost	14,585	14,679	100.64%	529
<b>Total Administration</b>	<b>14,585</b>	<b>14,679</b>	<b>100.64%</b>	<b>529</b>
<b><u>Debt Service</u></b>				
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	190,995	51.67%	-
Interest Expense Series A-2	535,095	-	0.00%	-
Interest Expense Series B-2	275,550	-	0.00%	-
<b>Total Debt Service</b>	<b>2,028,763</b>	<b>190,995</b>	<b>9.41%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>2,043,348</b>	<b>205,674</b>	<b>10.07%</b>	<b>529</b>
Excess (deficiency) of revenues Over (under) expenditures	(495,557)	3,503,824	n/a	40,626
Net change in fund balance	\$ (495,557)	\$ 3,503,824	n/a	\$ 40,626
<b>FUND BALANCE, BEGINNING (OCT 1, 2025)</b>	<b>(7,036,329)</b>	<b>(7,036,329)</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ (7,531,886)</b>	<b>\$ (3,532,505)</b>		

**SOUTH BAY**  
**Community Development District**

Supporting Schedules

February 28, 2026

**SOUTH BAY  
COMMUNITY DEVELOPMENT DISTRICT**

**Non-Ad Valorem Special Assessments - Hillsborough County Tax Collector  
(Monthly Collection Distributions)  
For the Fiscal Year Ending September 30, 2026**

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	ALLOCATION	
					General Fund	Debt Service Fund
Assessments Levied FY 2026				1,589,717 100.00%	749,798 47.17%	839,919 52.83%
11/07/25	\$ 22,509	\$ 972	\$ 459	\$ 23,940	\$ 11,291	\$ 12,649
11/14/25	47,640	2,026	972	50,637	23,883	26,754
11/21/25	81,650	3,472	1,666	86,788	40,934	45,854
12/03/25	151,483	6,441	3,092	161,015	75,944	85,072
12/05/25	756,518	32,165	15,439	804,122	379,268	424,854
12/19/25	214,037	8,777	4,368	227,182	107,152	120,030
01/06/25	38,458	1,214	785	40,457	19,082	21,375
02/04/25	49,063	1,142	1,001	51,206	24,152	27,055
<b>TOTAL</b>	<b>\$ 1,361,358</b>	<b>\$ 56,207</b>	<b>\$ 27,783</b>	<b>\$ 1,445,348</b>	<b>\$ 681,705</b>	<b>\$ 763,642</b>
% COLLECTED				90.92%	90.92%	90.92%
<b>TOTAL OUTSTANDING</b>				<b>\$ 144,370</b>	<b>\$ 68,093</b>	<b>\$ 76,277</b>

**SOUTH BAY**

Community Development District

**Cash and Investment Report**  
*February 28, 2026*

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
<b>GENERAL FUND</b>				
Checking Account - Operating	Valley National Bank	Government Checking	3.56%	\$ 2,500,905
Money Market Account	BankUnited	PF Relationship Priced MMA	3.40%	595,266
			<b>Subtotal</b>	<u>3,096,171</u>
<b>DEBT SERVICE AND CAPITAL PROJECTS FUNDS</b>				
Series 2005 Revenue	U.S. Bank	US Bank Money Market Account	3.50%	10,140
Series 2015-1 Reserve A-1	U.S. Bank	US Bank Money Market Account	3.50%	411,126
Series 2015-2 Reserve A-2	U.S. Bank	US Bank Money Market Account	3.50%	294,960
Series 2015-2 Reserve B-2	U.S. Bank	US Bank Money Market Account	3.50%	253,995
Series 2015-1 Revenue A-1	U.S. Bank	US Bank Money Market Account	3.50%	994,179
* Series 2015-2 Revenue A-2	U.S. Bank	US Bank Money Market Account	3.50%	3,150,234
			<b>Subtotal</b>	<u>5,114,634</u>
			<b>Total</b>	<u><u>\$ 8,210,805</u></u>

\* 12/24/25 wire from Greenberg Traurig, P.A. for \$3,237,963.28

\* 1/2/26 partial return \$300,000 of 12/24/25 wire, per default manager direction

# Bank Account Statement

South Bay CDD

**Bank Account No.** 1201  
**Statement No.** 02-26

**Statement Date** 02/28/2026

<b>G/L Account No. 101001 Balance</b>	2,500,905.28	<b>Statement Balance</b>	2,508,201.56
		<b>Outstanding Deposits</b>	0.00
<b>Positive Adjustments</b>	0.00	<b>Subtotal</b>	2,508,201.56
<b>Subtotal</b>	2,500,905.28	<b>Outstanding Checks</b>	-7,296.28
<b>Negative Adjustments</b>	0.00	<b>Ending Balance</b>	2,500,905.28
<b>Ending G/L Balance</b>	2,500,905.28		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>							
02/19/2026	Payment	1143	SOUTH SHORE SIGNS, LLC	Payment of Invoice 000766			-134.00
02/27/2026	Payment	100099	GRAY ROBINSON P.A.	Inv: 11344784			-140.00
02/27/2026	Payment	100100	BOWMAN CONSULTING GROUP LTD	Inv: 522325, Inv: 544246			-7,006.00
02/27/2026	Payment	100101	INFRAMARK LLC	Inv: 171499			-16.28
<b>Total Outstanding Checks</b>							<b>-7,296.28</b>

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**

**Payment Register by Fund**

For the Period from 02/01/2026 to 02/28/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
<b>GENERAL FUND - 001</b>								
<b>CHECK # 100092</b>								
001	02/04/26	INFRAMARK LLC	169071	DEC 2025 POSTAGE	Postage and Freight	541006-51301	\$10.43	
							<b>Check Total</b>	<u>\$10.43</u>
<b>CHECK # 100093</b>								
001	02/04/26	GRAY ROBINSON P.A.	11333767	NOV 2025 FEES	ProfServ-Legal Services	531023-51401	\$18,068.54	
							<b>Check Total</b>	<u>\$18,068.54</u>
<b>CHECK # 100094</b>								
001	02/04/26	PINE LAKE NURSERY	9080	REMOVE 2 DEAD SABAL PALMS	Misc-Contingency	549900-53901	\$500.00	
001	02/04/26	PINE LAKE NURSERY	9074	IRRIG REPAIRS	R&M-Irrigation	546041-53901	\$881.05	
							<b>Check Total</b>	<u>\$1,381.05</u>
<b>CHECK # 100095</b>								
001	02/12/26	INFRAMARK LLC	170677	FEB 2026 MGMT SVCS	ProfServ-Mgmt Consulting	531027-51201	\$4,287.17	
							<b>Check Total</b>	<u>\$4,287.17</u>
<b>CHECK # 100096</b>								
001	02/12/26	GRAU & ASSOCIATES	28661	AUDIT FY 2025	Auditing Services	532002-51301	\$500.00	
							<b>Check Total</b>	<u>\$500.00</u>
<b>CHECK # 100097</b>								
001	02/19/26	PINE LAKE NURSERY	9172	FEB 2026 LIFT STATION MAINT	R&M-Gatehouse	546035-53901	\$753.76	
001	02/19/26	PINE LAKE NURSERY	9171	FEB 2026 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$8,177.45	
							<b>Check Total</b>	<u>\$8,931.21</u>
<b>CHECK # 100098</b>								
001	02/19/26	J MAC PROPERTY SERVICES	26-15	FEB 2026 SVCS	Contracts-Gates	534140-54500	\$5,088.00	
001	02/19/26	J MAC PROPERTY SERVICES	26-15	FEB 2026 SVCS	Contracts-Security Enforcement	534362-54500	\$14,413.00	
001	02/19/26	J MAC PROPERTY SERVICES	26-15	FEB 2026 SVCS	Contracts-Parking	534030-54500	\$1,083.00	
001	02/19/26	J MAC PROPERTY SERVICES	26-15	FEB 2026 SVCS	Contracts-Security Services	534037-54500	\$850.00	
001	02/19/26	J MAC PROPERTY SERVICES	26-15	FEB 2026 SVCS	Contracts-Material and Fuel	534187-54500	\$295.97	
001	02/19/26	J MAC PROPERTY SERVICES	26-15	FEB 2026 SVCS	Reserve - Other	568114-58100	\$250.00	
001	02/19/26	J MAC PROPERTY SERVICES	26-15	FEB 2026 SVCS	Contracts-Security Services	534037-54500	\$3,765.00	
							<b>Check Total</b>	<u>\$25,744.97</u>
<b>CHECK # 100099</b>								
001	02/27/26	GRAY ROBINSON P.A.	11344784	DEC 2025 AUDIT REVIEW LETTER	ProfServ-Legal Services	531023-51401	\$140.00	
							<b>Check Total</b>	<u>\$140.00</u>

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**

**Payment Register by Fund**

For the Period from 02/01/2026 to 02/28/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
<b>CHECK # 100100</b>								
001	02/27/26	BOWMAN CONSULTING GROUP LTD	522325	SEPT 2025 GEN SVCS	ProfServ-Engineering	531013-51501	\$178.50	
001	02/27/26	BOWMAN CONSULTING GROUP LTD	544246	HURRICANE IAN SEAWALL INSPECTION SVCS	ProfServ-Engineering	531013-51501	\$6,827.50	
							<b>Check Total</b>	<u>\$7,006.00</u>
<b>CHECK # 100101</b>								
001	02/27/26	INFRAMARK LLC	171499	JAN 2026 POSTAGE	Postage and Freight	541006-51301	\$16.28	
							<b>Check Total</b>	<u>\$16.28</u>
<b>CHECK # 1140</b>								
001	02/13/26	LERNER REPORTING SERVICES, INC	383	ANNUAL DISCLOSURE FEE	ProfServ-Dissemination Agent	531012-51301	\$5,000.00	
							<b>Check Total</b>	<u>\$5,000.00</u>
<b>CHECK # 1141</b>								
001	02/16/26	TOWNHOMES AT LITTLE HARBOR HOA, INC 101425-		Pressure Tank Reimbursement	Reserve - Other	568114-58100	\$279.35	
							<b>Check Total</b>	<u>\$279.35</u>
<b>CHECK # 1143</b>								
001	02/19/26	SOUTH SHORE SIGNS, LLC	1728	2 STOP SIGNS	Reserve - Other	568114-58100	\$134.00	
							<b>Check Total</b>	<u>\$134.00</u>
<b>CHECK # 300068</b>								
001	02/06/26	REPUBLIC SERVICES - ACH	0696-001326861 ACH	FEB 2026 2 WASTE CONTAINERS	Contracts-Solid Waste Services	534039-53901	\$2,917.00	
							<b>Check Total</b>	<u>\$2,917.00</u>
<b>CHECK # 300069</b>								
001	02/09/26	CHARTER COMMUNICATIONS - ACH	012226-6762-ACH	1/22-2/21/26	Telephone, Cable & Internet Service	541016-53901	\$170.00	
							<b>Check Total</b>	<u>\$170.00</u>
<b>CHECK # 300071</b>								
001	02/12/26	BOCC - ACH	020326-7298ACH	SVC PRD 1/5-2/2/26	Utility - Water	543018-53301	\$724.60	
							<b>Check Total</b>	<u>\$724.60</u>
<b>CHECK # 300072</b>								
001	02/19/26	TAMPA ELECTRIC	ACH021926	12/23/25--01/23/26	Utility - General	543001-53100	\$5,201.50	
001	02/19/26	TAMPA ELECTRIC	ACH021926	12/23/25--01/23/26	Interest - Investments	361001	(\$146.84)	
							<b>Check Total</b>	<u>\$5,054.66</u>
<b>CHECK # DD182</b>								
001	02/24/26	VALLEY NATIONAL BANK	013126-6871	JAN 2026 PORTABLE RESTROOM	Contracts - Portable Restroom	543187-53901	\$495.58	
							<b>Check Total</b>	<u>\$495.58</u>
							<b>Fund Total</b>	<u><b>\$80,860.84</b></u>

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**

**Payment Register by Fund**

For the Period from 02/01/2026 to 02/28/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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**SERIES 2015 DEBT SERVICE FUND - 202**

**CHECK # 1142**

202	02/19/26	US BANK C/O SOUTH BAY CDD	02182026-2015	Trsf Series 2015 DS Assessments	Cash with Fiscal Agent	103000	\$25,922.24
<b>Check Total</b>							<u>\$25,922.24</u>
<b>Fund Total</b>							<u>\$25,922.24</u>

**Total Checks Paid \$106,783.08**

**SOUTH BAY  
COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2025**

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA**

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# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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

## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
 South Bay Community Development District  
 Hillsborough County, Florida

### Report on the Audit of the Financial Statements

#### *Opinions*

We have audited the accompanying financial statements of the governmental activities and each major fund of South Bay Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### *Emphasis of Matter*

As discussed in Note 7 and other notes to the basic financial statements, the District did not make certain debt service payments due to a lack of available funds thus meeting a financial emergency condition. The District did not receive sufficient assessments to fund certain scheduled debt service payments in prior, current, or subsequent fiscal years and, as a result, the payments were not made for the Series 2005A, 2015A-2 and 2015B-2 Bonds. The District's inability to make its scheduled debt service payments when they are due is considered events of default. The District remains in default under the Series 2005A, 2015A-2 and 2015B-2 trust indentures. Additionally, certain default related expenditures were paid from the trust accounts. In a prior fiscal year, certain property subject to delinquent assessments were transferred to a special purpose entity (SPE) and an agreement was reached with the District and the Bondholders whereby collection of debt service assessments on the property has been deferred.

#### *Responsibilities of Management for the Financial Statements*

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Other Information Included in the Financial Report***

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 20, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

March 20, 2026

## **MANAGEMENT’S DISCUSSION AND ANALYSIS**

Our discussion and analysis of South Bay Community Development District, Hillsborough County, Florida (“District”) provides a narrative overview of the District’s financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District’s Independent Auditor’s Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

### FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$12,200,916.
- The change in the District’s total net position in comparison with the prior fiscal year was \$15,647, an increase. The key components of the District’s net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2025, the District’s governmental funds reported combined ending fund balances of (\$6,456,669), a decrease of (\$4,123,087) in comparison with the prior fiscal year. The fund balance in the general fund is non-spendable for deposits, assigned for seawall reserves and other reserves, and the remainder is unassigned fund balance which is available for spending at the District’s discretion. The debt service fund reports a deficit fund balance.

### OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District’s basic financial statements. The District’s basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### 1) Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District’s finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District’s assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government’s net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

#### 2) Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

## OVERVIEW OF FINANCIAL STATEMENTS (Continued)

### 2) Fund Financial Statements (Continued)

#### Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and debt service fund, both of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

### 3) Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

## GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION	
	SEPTEMBER 30,	
	2025	2024
Current and other assets	\$ 3,510,700	\$ 2,834,138
Capital assets, net of depreciation	35,746,939	36,317,355
Total assets	<u>39,257,639</u>	<u>39,151,493</u>
Current liabilities	10,251,723	5,586,224
Long-term liabilities	16,805,000	21,380,000
Total liabilities	<u>27,056,723</u>	<u>26,966,224</u>
Net position		
Net investment in capital assets	13,501,939	13,672,355
Unrestricted	(1,301,023)	(1,487,086)
Total net position	<u>\$ 12,200,916</u>	<u>\$ 12,185,269</u>

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION		
FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2025	2024
Revenues:		
Program revenues		
Charges for services	\$ 2,330,719	\$ 2,359,673
General revenues		
Investment earnings	85,174	70,727
Miscellaneous revenue	61,422	1,000
Total revenues	<u>2,477,315</u>	<u>2,431,400</u>
Expenses:		
General government	351,598	297,544
Maintenance and operations	1,239,810	1,547,564
Interest	870,260	1,052,203
Total expenses	<u>2,461,668</u>	<u>2,897,311</u>
Change in net position	<u>15,647</u>	<u>(465,911)</u>
Net position - beginning	12,185,269	12,651,180
Net position - ending	<u>\$ 12,200,916</u>	<u>\$ 12,185,269</u>

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025, was \$2,461,668. The costs of the District's activities were primarily funded by program revenues. Program revenues are comprised primarily of assessments in both the current and prior fiscal year. The remainder of the current fiscal year revenue includes interest revenue, parking revenues, and miscellaneous income. In total, revenues increased from the prior year due primarily to an increase in miscellaneous revenue. In total, expenses, including depreciation, decreased from the prior fiscal year. The decrease in expenses is primarily the result of seawall repair costs incurred from the prior fiscal year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

## CAPITAL ASSETS AND DEBT ADMINISTRATION

### Capital Assets

At September 30, 2025, the District had \$45,203,703 invested in capital assets for its governmental activities. In the government-wide financial statements accumulated depreciation of \$9,456,764 has been taken, which resulted in a net book value of \$35,746,939. More detailed information about the District's capital assets is presented in the notes of the financial statements.

### Capital Debt

At September 30, 2025, the District had \$16,805,000 Bonds outstanding for its governmental activities. The District also reported \$9,908,775 as Due to Bondholders for matured unpaid principal and interest on its defaulted Series 2005, Series 2015A-2 and 2015B-2 Bonds. More detailed information about the District's capital debt is presented in the notes of the financial statements.

## ECONOMIC FACTORS AND NEXT YEARS BUDGET

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

As discussed in the notes to the basic financial statements, there are significant delinquent prior, current and subsequent fiscal year assessments that have not been collected. Consequently, the District did not have sufficient funds to make certain debt service payments. As a result, certain prior, current, and subsequent scheduled debt service payments were not made, resulting in events of default. The related property was conveyed to a SPE to manage and dispose of. The District is economically dependent on the SPE. No adjustment has been made to the financial statements for potential disposal as the specific impact on the District cannot be determined at this time.

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, landowners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact South Bay Community Development District's Finance Department at 2005 Pan Am Circle, Suite 300, Tampa, Florida, 33607.

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2025**

	<u>Governmental Activities</u>
<b>ASSETS</b>	
Cash and cash equivalents	\$ 1,872,877
Assessments receivable	9,189
Accounts receivable	25
Prepays	18,380
Deposits	5,000
Restricted assets:	
Investments	1,605,229
Capital assets:	
Nondepreciable	16,812,056
Depreciable, net	18,934,883
Total assets	<u>39,257,639</u>
 <b>LIABILITIES</b>	
Accounts payable and accrued liabilities	58,594
Accrued interest payable	284,354
Due to Bondholders:	
Interest	4,468,775
Principal	5,440,000
Non-current liabilities:	
Due within one year*	425,000
Due in more than one year	16,380,000
Total liabilities	<u>27,056,723</u>
 <b>NET POSITION</b>	
Net investment in capital assets	13,501,939
Unrestricted	(1,301,023)
Total net position	<u>\$ 12,200,916</u>

\* Remaining amount is reported as Due to Bondholder.

See notes to the financial statements

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

<u>Functions/Programs</u>	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Governmental Activities
Primary government:				
Governmental activities:				
General government	\$ 351,598	\$ 351,598	\$ -	\$ -
Maintenance and operations	1,239,810	1,101,894	-	(137,916)
Interest on long-term debt	870,260	811,201	66,026	6,967
Total governmental activities	<u>2,461,668</u>	<u>2,264,693</u>	<u>66,026</u>	<u>(130,949)</u>
General revenues:				
Investment earnings				85,174
Miscellaneous revenue				<u>61,422</u>
Total general revenues				<u>146,596</u>
Change in net position				<u>15,647</u>
Net position - beginning				<u>12,185,269</u>
Net position - ending				<u><u>\$ 12,200,916</u></u>

See notes to the financial statements

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2025**

	Major Funds		Total Governmental Funds
	General	Debt Service	
<b>ASSETS</b>			
Cash and cash equivalents	\$ 1,872,877	\$ -	\$ 1,872,877
Investments	-	1,605,229	1,605,229
Assessments receivable	3,766	5,423	9,189
Accounts receivable	25	-	25
Deposits	5,000	-	5,000
Prepays	18,380	-	18,380
Total assets	<u>\$ 1,900,048</u>	<u>\$ 1,610,652</u>	<u>\$ 3,510,700</u>
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable and accrued liabilities	\$ 58,594	\$ -	\$ 58,594
Due to Bondholders	-	9,908,775	9,908,775
Total liabilities	<u>58,594</u>	<u>9,908,775</u>	<u>9,967,369</u>
Fund balances:			
Nonspendable:			
Prepays and deposits	23,380	-	23,380
Assigned to:			
Operating reserves	221,191	-	221,191
Reserves - seawall	176,040	-	176,040
Reserves - other	951,154	-	951,154
Unassigned	469,689	(8,298,123)	(7,828,434)
Total fund balances	<u>1,841,454</u>	<u>(8,298,123)</u>	<u>(6,456,669)</u>
Total liabilities and fund balances	<u>\$ 1,900,048</u>	<u>\$ 1,610,652</u>	<u>\$ 3,510,700</u>

See notes to the financial statements

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2025**

Fund balance - governmental funds \$ (6,456,669)

Amounts reported for governmental activities in the statement of net position  
are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	45,203,703	
Accumulated depreciation	<u>(9,456,764)</u>	35,746,939

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(284,354)	
Bonds payable *	<u>(16,805,000)</u>	<u>(17,089,354)</u>
Net position of governmental activities		<u>\$ 12,200,916</u>

\* Remaining amount is reported as Due to Bondholder.

See notes to the financial statements

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Major Funds		Total Governmental Funds
	General	Debt Service	
<b>REVENUES</b>			
Assessments	\$ 1,453,492	\$ 811,201	\$ 2,264,693
Interest	85,174	66,026	151,200
Miscellaneous revenue	61,422	-	61,422
Total revenues	1,600,088	877,227	2,477,315
<b>EXPENDITURES</b>			
Current:			
General government	334,574	17,024	351,598
Maintenance and operations	669,394	-	669,394
Debt Service:			
Principal	-	4,575,000	4,575,000
Interest	-	1,004,410	1,004,410
Total expenditures	1,003,968	5,596,434	6,600,402
Excess (deficiency) of revenues over (under) expenditures	596,120	(4,719,207)	(4,123,087)
Fund balances - beginning	1,245,334	(3,578,916)	(2,333,582)
Fund balances - ending	\$ 1,841,454	\$ (8,298,123)	\$ (6,456,669)

See notes to the financial statements

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

Net change in fund balances - total governmental funds \$ (4,123,087)

Amounts reported for governmental activities in the statement of activities  
are different because:

Depreciation on capital assets is not recognized in the governmental  
fund financial statements but is reported as an expense in the  
statement of activities. (570,416)

Repayment of long-term liabilities are reported as expenditures in the  
governmental fund statements but such repayments reduce liabilities  
in the statement of net position and are eliminated in the statement  
of activities. Since payments have not been made, amounts are  
reported as Due to Bondholders. 4,575,000

The change in accrued interest on long-term liabilities between the  
current and prior fiscal year is recorded in the statement of activities  
but not in the fund financial statements. 134,150

Change in net position of governmental activities \$ 15,647

See notes to the financial statements

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS**

**NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY**

The South Bay Community Development District ("District") was created on February 24, 2004 by Ordinance 04-17 of Hillsborough County, Florida, (the "County") pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by owners of property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### **Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

### **Assessments**

Assessments are non-ad valorem assessments on benefited lands within the District. Assessments are levied to pay for the operations and maintenance of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. The District's annual assessments for operations and debt service are billed and collected by the County Tax Assessor/Collector. The amounts remitted to the District are net of applicable discounts or fees and include interest on monies held from the day of collection to the day of distribution.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

### **General Fund**

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

### **Debt Service Fund**

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Assets, Liabilities and Net Position or Equity

#### Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

#### Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraphs c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

#### Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

#### Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Asset</u>	<u>Years</u>
Infrastructure	30

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Assets, Liabilities and Net Position or Equity (Continued)

#### Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

#### Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

#### Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### Fund Equity/Net Position (Continued)

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

### **Other Disclosures**

#### Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

## **NOTE 3 – BUDGETARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements:

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

## **NOTE 4 – DEPOSITS AND INVESTMENTS**

### **Deposits**

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

**NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)****Investments**

The District's investments were held as follows at September 30, 2025:

	<u>Amortized Cost</u>	<u>Credit Risk</u>	<u>Maturities</u>
US Bank - Money Market Account	\$ 1,605,229	n/a	n/a
	<u>\$ 1,605,229</u>		

*Credit risk* – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

*Concentration risk* – The District places no limit on the amount the District may invest in any one issuer.

*Interest rate risk* – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

*Fair Value Measurement* – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

**NOTE 5 – CAPITAL ASSETS**

Capital asset activity for the fiscal year ended September 30, 2025 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities:</u>				
Capital assets, not being depreciated				
Land	\$ 16,812,056	\$ -	\$ -	\$ 16,812,056
Total capital assets, not being depreciated	16,812,056	-	-	16,812,056
Capital assets, being depreciated				
Infrastructure	28,391,647	-	-	28,391,647
Total capital assets, being depreciated	28,391,647	-	-	28,391,647
Less accumulated depreciation for:				
Infrastructure	8,886,348	570,416	-	9,456,764
Total accumulated depreciation	8,886,348	570,416	-	9,456,764
Total capital assets, being depreciated, net	19,505,299	(570,416)	-	18,934,883
Total capital assets, net	\$ 36,317,355	\$ (570,416)	\$ -	\$ 35,746,939

Depreciation expense was charged to the maintenance and operations function/programs.

**NOTE 6 – LONG-TERM LIABILITIES**

On March 15, 2005, the District issued \$57,445,000 of Capital Improvement Revenue Bonds, Series 2005 consisting of \$22,755,000 Term Bonds Series 2005A due on May 1, 2036 with a fixed interest rate of 5.95%, \$16,175,000 Term Bonds Series 2005B-1 due on November 1, 2009 with a fixed interest rate of 5.125%, and \$18,515,000 Term Bonds Series 2005B-2 due on May 1, 2013 with a fixed interest rate of 5.375%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the 2005A Bonds is to be paid serially commencing May 1, 2007, through May 1, 2036. Principal on the 2005B-1 Bonds was due in the amount of \$14,490,000 on November 1, 2009, which was not paid. Principal on the 2005B-2 Bonds was due in the amount of \$18,515,000 on May 1, 2013, which was also not paid. The Series 2005A Bonds have also been in default since fiscal year 2009 due to nonpayment of scheduled debt service payments.

In March 2015, the District exchanged a portion of its Series 2005 A Bonds, Series 2005 B-1 Bonds, and Series 2005 B-2 Bonds for Capital Improvement Revenue Refunding Bonds, Series 2015 A-1, 2015 A-2, 2015 B-1, and 2015 B-2. The Series 2015 bonds were issued with various terms. The Series 2015 A-2 and 2015 B-2 bonds, as shown below, were exchanged for a deep discount which will accrete over a period of time to the principal amount of the bonds.

Series	Initial Principal Amount	Conversion Date Accreted Value	Interest Rate	Maturity Date	Principal Payments Commencing	Interest Payments Commencing
2015 A 1	\$ 9,970,000	\$ 9,970,000	5.95%	5/1/2036	5/1/2015	5/1/2015
2015 A 2	8,928,571	11,280,000	6.60%	5/1/2036	5/1/2019	5/1/2019
2015 B 1	9,070,000	9,070,000	5.13%	5/1/2023	5/1/2023	5/1/2015
2015 B 2	3,304,680	4,175,000	6.60%	5/1/2025	5/1/2025	5/1/2019
	<u>\$ 31,273,251</u>	<u>\$ 34,495,000</u>				

The “conversion date accreted value” represents the initial principal amount of the bonds plus accrued interest between the date of issuance and the date interest payments commence on each separate issue.

**NOTE 6 – LONG-TERM LIABILITIES (Continued)**

In conjunction with the restructure, a remaining amount totaling \$6,755,000 of the Series 2005A Bonds was not exchanged. The unexchanged bonds are subordinate in all respects to the payment of the principal and interest on the Series 2015 Bonds, and the rights of the owners of the unexchanged 2005 bonds are subordinate to the rights of the holders of the Series 2015 Bonds in every respect.

The Restructuring Agreement also provides that the District shall not certify any portion of the unreleased 2005 Assessments for collection until the earlier of: (i) the occurrence of an Event of Default under the Restructuring Agreement, (ii) principal and interest of the Un-Exchanged 2005 Bonds being forgiven pursuant to the Restructuring Agreement or (iii) March 27, 2017. The District has not certified any portion of the unreleased 2005 assessments for collection as of the date of this report. Therefore, it is expected that the monies available to pay debt service on the unexchanged 2005 Bonds, at least during this period of forbearance with respect to the unreleased 2005 Assessments, will be limited to the unexchanged bond revenues, if any, resulting from a sale or sales by the SPE of the Transferred Lands.

In December 2021, the District executed a sale agreement with Hillsborough County for a parcel of land ("Riverton parcel"). Per the terms of the agreement, the County required removal of the purchased property from District boundaries. Upon closing of the parcel, the County also required release of all liens and encumbrances upon the lands. As a result, the District received approximately \$3.4 million in proceeds from the County in fiscal year 2022 and recognized a \$5,345,000 gain on cancellation of debt. Prior to the sale of the Riverton parcel, the District had not made its semi-annual debt service payments on the Series 2015 A-2 and Series 2015 Series B-2 bonds in fiscal year 2022. As a result of the sale, in fiscal year 2022, the District paid approximately \$2.2 million towards its existing debt service obligation and \$1 million in principal on the Series 2015 A-2 bonds upon closing. The Series 2015A-2 has not yet been resized by the Trustee and thus annual periodic principal payments have not been included in the amortization schedule below.

During the current fiscal year, the District did not make any scheduled payments on its Series 2005A, Series 2015A-2 or Series 2015B-2 Bonds. The unpaid principal and interest is reported as Due to bondholders on the Statement of Net Position and Fund-level Balance Sheet. At September 30, 2025, a debt service obligation for all accrued and unpaid interest on the unexchanged Series 2005A bonds totaled \$1,271,776. At September 30, 2025, a debt service obligation for all accrued and unpaid principal and interest on the Series 2015A-2 and 2015B-2 Bonds totaled \$5,440,000 for principal and \$3,196,999 for interest.

The Bond Indenture requires that the District maintain adequate amounts in a reserve account to meet the debt service reserve requirement as defined in the Indenture. In addition, the Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. As described above, the District is not in compliance with the requirements of the Series 2005A, 2015A-2 and Series 2015B-2 Bond Indentures. This District is in compliance with all other series.

Changes in long-term liability activity for the fiscal year ended September 30, 2025, were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year*
<u>Governmental activities</u>					
Bonds payable:					
Series 2005A	\$ 6,755,000	\$ -	\$ -	\$ 6,755,000	\$ -
Series 2015 A-1	6,820,000	-	400,000	6,420,000	425,000
Series 2015 A-2	3,630,000	-	-	3,630,000	-
Series 2015 B-2	4,175,000	-	4,175,000	-	-
Total	<u>\$ 21,380,000</u>	<u>\$ -</u>	<u>\$ 4,575,000</u>	<u>\$ 16,805,000</u>	<u>\$ 425,000</u>

\* Does not include the missed debt service payments due for the Series 2015A-2 Bonds which were not paid. Series 2015B-2 Bonds have matured and were not paid. Both amounts are included in Due to Bondholders.

**NOTE 6 – LONG-TERM LIABILITIES (Continued)**

At September 30, 2025, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2026	\$ 4,600,000	\$ 682,450	\$ 5,282,450
2027	450,000	657,163	1,107,163
2028	480,000	630,388	1,110,388
2029	510,000	601,828	1,111,828
2030	540,000	571,483	1,111,483
2031-2035	3,245,000	2,333,515	5,578,515
2036	6,980,000	346,275	7,326,275
Total	<u>\$16,805,000</u>	<u>\$ 5,823,102</u>	<u>\$ 22,628,102</u>

**NOTE 7 – SPECIAL PURPOSE ENTITY**

In October 2012, a Special Purpose Entity (SPE), South Bay CDD Holdings, Inc., was formed for the purpose of taking ownership of certain foreclosed property for the benefit of the bondholders. The Special Purpose Entity (SPE) owns, manages, maintains, and will sell and dispose of property for the benefit of the Bondholders. The SPE is wholly-owned and managed by the Bond Trustee. The District does not have control or ownership of the SPE. The District remains liable with respect to the provisions of the trust indenture regarding principal and interest on the Bonds.

As discussed in Note 8, as a result of non-collection of assessments from the Developer in prior fiscal years, the District did not make certain debt service payments when due, which constitutes events of default under the applicable trust indentures. In November 2009, an event of default was declared in relation to the Series 2005 Bonds. In March 2015, in conjunction with the issuance of the Series 2015 Bonds, as discussed in Note 8, the Trustee, on behalf of the Bondholder, and the SPE entered into a Restructuring Agreement.

The Restructuring Agreement also provides that the District shall not certify any portion of the unreleased 2005 Assessments for collection until the earlier of: (i) the occurrence of an Event of Default under the Restructuring Agreement, (ii) principal and interest of the Un-Exchanged 2005 Bonds being forgiven pursuant to the Restructuring Agreement or (iii) March 27, 2017. The District has not certified any portion of the unreleased 2005 assessments for collection as of the date of this report. Therefore, it is expected that the monies available to pay debt service on the unexchanged 2005 Bonds, at least during this period of forbearance with respect to the unreleased 2005 Assessments, will be limited to the unexchanged bond revenues, if any, resulting from a sale or sales by the SPE of the Transferred Lands. Upon the sale of the property, proceeds are to be applied first to SPE operating cost, including property taxes and special assessment on the property owned by the SPE, second to trustee compensation, third to any owner that has provided money to pay trustee or SPE costs, fourth to unpaid interest due or in arrears on the unexchanged Bonds, fifth to redeem outstanding principal on the unexchanged Bonds, and sixth to prepay Series 2015 Bonds.

Pursuant to the Bond Indenture, the Trustee, on behalf of the Bondholders, has access to the funds held on deposit in the trust accounts. As a result, in prior fiscal years, certain expenditures related to default remediation were paid from the trust accounts, resulting in a deficit in the reserve account.

## **NOTE 8 – EVENT OF DEFAULT**

### Series 2015A-2 and Series 2015B-2 Bonds

In May 2019, a notice of events of default on the Series 2015A-2 and B-2 Bonds was given to Bondholders. Additional events of default occurred and continue to exist under the Indenture due to the District's failure to make scheduled debt service payments in prior and current fiscal years— see Note 7. As of the report date, no defaults or events of default are waived or accepted under any of the Bond documents, and no assurance can be given as to the amount or timing of payments, if any, to Bondholders.

The occurrence of an event of default creates certain remedial rights and remedies in favor of the Trustee. Pursuant to the Indenture, the owners of a majority in aggregate principal amount of the Bonds then outstanding may direct the Trustee with regard to such rights and remedies following an event of default and upon provision of indemnity satisfactory to the Trustee and in accordance with provisions of the Indenture. As a result, during prior fiscal years, the current fiscal year, and the subsequent fiscal year, certain expenditures were incurred in the debt service fund for services performed related to the events of default, legal services, and related matters.

## **NOTE 9 – DEFICIT FUND EQUITY**

The debt service fund had a deficit fund balance of (\$8,298,123) at September 30, 2025. It is unclear how the deficit will be covered as the District has not collected the majority of its fiscal year 2026 assessments to date.

## **NOTE 10 – RELATED PARTY INFORMATION AND CONCENTRATIONS**

In fiscal year 2008, the former developer abandoned the project. The former developer was succeeded in interest by the mortgage holders on each of the five respective development parcels. Subsequent to the developer abandoning the project, the District entered into forbearance and settlement agreements with four of the mortgage holders and received a summary judgment against one of the mortgage holders, which has been assigned to the SPE.

The Developer and three major landowners owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer and major landowners.

During the current fiscal year, Len-Little Harbor, LLC, a subsidiary of the subsequent developer, was assessed \$246,518 for operations and maintenance and debt service through the local tax collector. The District also directly assessed Harborside Suits LLC, and Len-Little Harbor, LLC \$463,084 and \$265,535, respectively, for operations and maintenance.

The District directly assessed South Bay CDD Holdings Inc (the SPE) \$161,568. for operations and maintenance assessments during the current fiscal year. In addition, the SPE did not make assessment payments on the Series 2015 A-2 and B-2 bonds totaling \$3,578,916. These bonds were set up for the property owned by the SPE. The SPE did not make the scheduled payments during the year pursuant to an agreement between the bondholders and the SPE, related Series 2015 A-2 and 2015 B-2 bonds are in default.

A significant portion of the District's activity is dependent upon the continued involvement of the SPE and significant landowners. The loss of significant involvement could have a material adverse effect on the District's operations.

## **NOTE 11 – MANAGEMENT COMPANY**

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

## **NOTE 12 – RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

## **NOTE 13 – SUBSEQUENT EVENTS**

### **Events of Default Continues**

Subsequent to fiscal year end, certain scheduled debt service payments were due on the Series 2005A, Series 2015A-2 and Series 2015B-2 Bonds. However, shortfalls in the collection of special assessments caused there to be insufficient amounts available to fund the scheduled debt service payments. As a result, the scheduled debt service payments were not made. The failure by the District to pay its debt service is considered an event of default.

### **Sale of SPE-Owned Parcels and Related Debt Cancellation Process**

Subsequent to fiscal year end, in December 2025, certain parcels within the District that were owned by a special purpose entity (“SPE”) established for the beneficial interest of the trustee and bondholders were sold. Specifically, three vacant land parcels comprised of 82 units (20 condominiums and 62 townhomes) were sold by the SPE to LH82 Invest LP.

The quarterly dissemination report further indicates that the Series 2015A-2 and Series 2015B-2 debt associated with these units is in the process of being cancelled. As of the report date, the District has not received final documentation evidencing completion of the cancellation and, accordingly, the District has not recorded any related adjustments in the accompanying financial statements. Management will record the effects of the cancellation, if any, in the period in which the transaction is finalized and the related amounts are determinable.

This subsequent event did not result in adjustments to amounts reported as of September 30, 2025, but management believes the matter is important to users of the financial statements due to its potential effect on the allocation of special assessments and the outstanding debt structure related to the District’s Series 2015 bonds.

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Budgeted Amounts <u>Original &amp; Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>			
Assessments	\$ 1,450,103	\$ 1,453,492	\$ 3,389
Interest	3,000	85,174	82,174
Miscellaneous	85,000	61,422	(23,578)
Total revenues	<u>1,538,103</u>	<u>1,600,088</u>	<u>61,985</u>
<b>EXPENDITURES</b>			
Current:			
General government	285,303	334,574	(49,271)
Maintenance and operations	1,252,800	669,394	583,406
Total expenses	<u>1,538,103</u>	<u>1,003,968</u>	<u>534,135</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	596,120	<u>\$ 596,120</u>
Fund balance - beginning		<u>1,245,334</u>	
Fund balance - ending		<u>\$ 1,841,454</u>	

See notes to required supplementary information

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
OTHER INFORMATION – DATA ELEMENTS  
REQUIRED BY FL STATUTE 218.39(3)(C)  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025  
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	7
Employee compensation	0
Independent contractor compensation	\$279,277
Construction projects to begin on or after October 1; (>\$65K)	Not applicable
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - \$ 266.48 - \$2,300.11 Debt service - Series 2015 A 1: \$488.98 - \$2,573.60;
Special assessments collected	\$2,264,693
Outstanding Bonds:	see Note 6 for details



# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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

## INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors  
 South Bay Community Development District  
 Hillsborough County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of South Bay Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated March 20, 2026, which includes an emphasis of matter paragraph.

### Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. However, material weaknesses or significant deficiencies may exist that were not identified.

### Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

March 20, 2026



**Grau & Associates**  
 CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301  
 Boca Raton, Florida 33431  
 (561) 994-9299 • (800) 299-4728  
 Fax (561) 994-5823  
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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
 REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
 RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
 South Bay Community Development District  
 Hillsborough County, Florida

We have examined South Bay Community Development District, Hillsborough County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of South Bay Community Development District, Hillsborough County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

March 20, 2026



# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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## MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors  
 South Bay Community Development District  
 Hillsborough County, Florida

### Report on the Financial Statements

We have audited the accompanying basic financial statements of South Bay Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated March 20, 2026, which includes an emphasis of matter paragraph.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 20, 2026, should be considered in conjunction with this management letter.

### Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of South Bay Community Development District, Hillsborough County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank South Bay Community Development District, Hillsborough County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

March 20, 2026

## REPORT TO MANAGEMENT

### I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

### II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

### III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2024.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2025.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2025.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. In connection with our audit, we determined that the District has met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes. The District failed to make certain scheduled debt service payments due on the Series 2005A, Series 2015A-2 and Series 2015B-2 Bonds in the current and prior fiscal years, as a result of a lack of funds. We applied financial condition assessment procedures pursuant to Rule 10.556(7) and determined that a deteriorating financial condition was noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

6. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 27.

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**DISTRICT COUNSEL SERVICES**  
**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**

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**RFQ Number:** 9001

**Issued:** April 1, 2026

**Submittal Deadline:** 5:00 PM EDT, April 23, 2026

**Contact:** Brian Young, District Manager

**Email:** [BYOUNG@GMS-TAMPA.COM](mailto:BYOUNG@GMS-TAMPA.COM)

**Phone:** (813) 344-4844 ext. 107

**Address:** 4530 Eagle Falls Place, Tampa, FL 33619

**District Website:** <https://www.sbaycdd.org/>

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### **1. Introduction and Purpose**

The South Bay Community Development District (the "District") is soliciting Statements of Qualifications (SOQs) from qualified law firms and attorneys to serve as District Counsel for the District's legal and advisory needs in accordance with Florida Statutes Chapters 189, 190, 197, and other applicable local-government and municipal law provisions.

The District intends to retain one (1) qualified District Counsel firm to provide continuing legal services under a negotiated contract, subject to review and approval by the Board of Supervisors.

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### **2. Scope of Services**

The selected District Counsel shall provide, but not be limited to, the following services:

- Advise the Board of Supervisors, the District Administrator, District Management, and staff on all aspects of Florida municipal, local-government, and CDD-specific law.
- Draft, review, and revise ordinances, resolutions, rules, and internal policies consistent with Florida Statutes and the District's Bylaws.
- Prepare and review contracts, agreements, and service contracts with vendors, management companies, engineers, environmental consultants, and other service providers.

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**DISTRICT COUNSEL SERVICES**  
**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**

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- Counsel on public meetings, Sunshine Law, public-records compliance, conflicts of interest, and ethics.
- Advise on bond financing, assessments, ad valorem tax levies, and budgeting and finance matters, including compliance with Florida Statutes governing CDDs.
- Provide guidance on environmental regulation, impact fees, development agreements, and other land-use and development matters that may affect the District.
- Represent the District before boards, commissions, special magistrates, and such other administrative forums as needed.
- Provide litigation support or formal representation when approved by the Board, including selecting and supervising outside litigation counsel if required.
- Assist with Board training and updated legal briefings on key topics affecting CDD operations.

Services shall be provided on an as-needed, retainer, or fixed-fee basis, as further negotiated in the resulting agreement.

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### **3. Minimum Qualifications**

Proposing firms and their designated lead attorney(s) must meet the following minimum qualifications:

- The firm must be licensed to practice law in the State of Florida and in good standing with The Florida Bar.
- The primary District Counsel attorney must:
  - Have at least seven (7) years of active Florida legal practice.
  - Have at least five (5) years of experience representing municipal or local-government entities or Community Development Districts.
- The firm shall have direct experience providing legal services to Community Development Districts in Florida, including governance, finance, bond and assessment issues, and compliance with Chapters 189 and 190.
- A minimum of one (1) attorney assigned to the District must be Board-Certified by The Florida Bar in City, County, and Local Government Law, if available through the firm.
- The firm shall have no conflicts of interest with the District, its Board members, or its bonded projects, and shall disclose any potential conflicts in writing.

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**DISTRICT COUNSEL SERVICES**  
**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**

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#### **4. Submission Requirements**

Proposals must be submitted in a single electronic PDF or printed package labeled clearly as:

**"RFQ 9001 – DISTRICT COUNSEL SERVICES – [Firm Name]"**

Each proposal must include, at a minimum:

##### **A. Firm and Attorney Information**

- Legal name, address, phone, email, and website of the proposing firm.
- Names, bar numbers, and bios of all attorneys who will perform services for the District, including:
  - Years licensed in Florida.
  - Relevant municipal or local-government experience.
  - Experience with CDDs and similar entities.

##### **B. Experience and References**

- A narrative (not to exceed five (5) pages) describing the firm's experience with:
  - Community Development Districts in Florida.
  - Municipal and local-government law generally.
  - Finance, bond, and assessment matters.
- A list of at least three (3) governmental or quasi-governmental clients served in the last five years (including CDDs, cities, counties, or housing/infrastructure agencies), with:
  - Client name and type of entity.
  - Contact name, title, phone, and email.
  - Brief description of the scope and duration of services.

##### **C. Proposed Approach and Methodology**

- A description of the firm's proposed service model (e.g., single-lawyer-of-record, team approach, back-up attorneys, response time standards).
- Description of how the firm will:
  - Provide after-hours or emergency legal guidance when needed.

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**DISTRICT COUNSEL SERVICES**  
**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**

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- Ensure continuity of services (coverage during vacations, illness, or recruitment changes).

**D. Proposed Fee Structure**

- A clear description of the fee arrangement options, which may include:
  - Hourly rates (by attorney level).
  - Monthly retainer(s) with defined scope.
  - Fixed-fee or blended-rate arrangements for specific categories of work.
- Initial rates shall be effective from the inception of the Agreement through September 30, 2027 (end of Fiscal Year 2027). Proposers must specify any proposed rate adjustments for Fiscal Year 2028 and forward. The District's fiscal year runs from October 1 through September 30.
- Any billing caps, caps per category of work, or not-to-exceed parameters.
- Explanation of expenses or third-party costs and how they will be billed.

**E. Certifications and Affidavits**

Each proposal must include signed copies of the following, as applicable:

- Certificate of Good Standing from The Florida Bar for the primary District Counsel attorney.
- Affidavit of Non-Collusion and Non-Interest in the contract or related work.
- Affirmation of Compliance with Florida Ethics and Conflict of Interest Laws.
- Any DBE/SBE/MWBE/Small-Business certifications if applicable.

Proposals received after the stated deadline or deviating materially from these requirements may be deemed non-responsive.

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**5. Evaluation and Selection**

The District will evaluate proposals based on criteria to be determined and voted upon by the Board of Supervisors at their sole discretion. Evaluation criteria may include, but are not limited to:

- Qualifications and experience working with CDDs and Florida local-government entities.
- Relevant experience of the lead and supporting attorneys.

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**DISTRICT COUNSEL SERVICES**  
**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**

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- Clarity, feasibility, and responsiveness of proposed service approach.
- Reasonableness and transparency of proposed fee structure.

The District reserves the right to:

- Request clarifications or additional information.
- Conduct interviews or presentations with short-listed firms.
- Reject any or all proposals.
- Waive minor irregularities or informalities in proposals received.

The District expects to award a contract to one (1) qualified firm within approximately Eight (8) weeks of the submittal deadline, subject to Board approval. The District's current General Counsel will remain available under a special counsel contract with the District through the transition period and ongoing for specialized tasks and assignments, as may be needed.

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#### **6. Contract and Terms**

The selected firm shall enter into a written District Counsel Agreement with the District that includes, at a minimum:

- Term and termination provisions (e.g., one-year base term with renewals).
  - Scope of services and retainer or rate structure.
  - Confidentiality and privilege provisions and conflict of interest safeguards.
  - Indemnification, insurance, and public-records/Sunshine Law compliance clauses.
  - Compliance with Florida Statutes and local procurement policies (including any competitive-solicitation requirements).
- 

#### **7. Submittal Instructions**

Interested firms must submit one (1) electronic copy as a single PDF to:

**Brian Young, District Manager**

**Email:** [BYOUNG@GMS-TAMPA.COM](mailto:BYOUNG@GMS-TAMPA.COM)

**Subject line:** "RFQ 9001 – District Counsel Services – [Firm Name]"

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**DISTRICT COUNSEL SERVICES**  
**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**

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**Copy to:** GrayRobinson, P.A., current District Counsel, c/o [Nikki.Day@gray-robinson.com](mailto:Nikki.Day@gray-robinson.com) (Special Counsel)

Submissions may alternatively be delivered in writing to:

**Brian Young, District Manager**

4530 Eagle Falls Place

Tampa, FL 33619

**Copy to:** Nikki Day, Special Counsel

Email: [Nikki.Day@gray-robinson.com](mailto:Nikki.Day@gray-robinson.com)

No later than 5:00 PM EDT, April 23, 2026.

Late submissions will not be considered.

Questions regarding this RFQ must be submitted in writing to Brian Young at [BYOUNG@GMS-TAMPA.COM](mailto:BYOUNG@GMS-TAMPA.COM) with copy to [Nikki.Day@gray-robinson.com](mailto:Nikki.Day@gray-robinson.com) no later than April 16, 2026 to allow time for responses prior to the deadline.

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## **8. Equal Opportunity and Non-Discrimination**

The District affirms that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age in the selection of District Counsel or in the awarding of contracts. The District encourages participation by qualified minority-owned, women-owned, and small businesses.

LH 82 Invest, LP  
Via E-Mail  
April 01, 2026

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

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

RE: Request for Riparian Rights, Access Easement, and Regulatory Authorization for Dock Access and Improvements at Parcel I (Folio No. 031587-0112)

South Bay CDD Board,

On behalf of LH 82 Invest, LP, we respectfully request the following:

1. A recorded Riparian Rights, Access, Construction, and Maintenance Easement over CDD-owned uplands associated with Parcel I; and
2. A Letter of Authorization naming LH 82 Invest, LP as applicant for the related federal and port permit applications.

During the PPP meeting on December 10, 2025, Item #5 Business Items C (Parcel I Dock Access), the Board requested clarification regarding the basis of riparian rights, dock location relative to the beach, elevation and configuration of the access walkway, and preservation of beach access.

The requested information was provided at the March 11, 2026 meeting; however, the Board determined that additional coordination was needed between the CDD Engineer and our marine engineer to further refine the dock configuration and incorporate additional notes and clarifications into the cross section. That coordination has since been completed.

As part of this submittal, an updated cross section has been provided and is included as an exhibit. Additionally, supporting correspondence is included documenting Richard's concurrence with the conceptual design.

As previously provided and incorporated into this request:

- The access walkway will commence at the retaining wall near the mean high water line;
- The beach-crossing segment is designed such that the low chord of the structure is set no lower than elevation 8.5' NAVD, maintaining a minimum seven (7) foot vertical clearance above the existing beach grade, as illustrated in the cross section;
- Beach access will remain unobstructed at its existing location south of the parcel.

#### Ownership and Regulatory Basis

Parcel I does not abut navigable waters; therefore, riparian rights derive from the adjacent upland owner, the CDD. While the Tampa Port Authority owns the submerged lands, a recorded easement from the CDD is required to satisfy federal and port permitting requirements.

Scope of Easement

- Does not transfer fee ownership of CDD property;
- Does not impair the CDD's underlying riparian rights; and
- Grants only the limited rights necessary for access, construction, and maintenance of the proposed dock access and associated improvements.

We respectfully request to be placed on the April 8, 2026 CDD Board meeting agenda for consideration of this request. Supporting documentation has been provided for the Board's review, and we remain available to address any questions or provide additional information as needed.

Sincerely,  
Anthony Solo  
Managing Partner  
LH 82 Invest, LP

Prepared by and return to:  
 Law Office of Paul A. Krasker  
 1615 Palm Beach Lakes Blvd  
 Suite 500  
 West Palm Beach, FL 33401

### **ACCESS, USE AND CONSTRUCTION EASEMENT AGREEMENT**

THIS ACCESS, USE AND CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by South Bay Community Development District, an independent special district formed under chapter 190, Florida Statutes ("District" or "Grantor"), to and in favor of LH 82 Invest, LP, a Florida limited liability company, its successors and assigns ("LH 82 Invest"), whose address is 110 Front Street, Suite 300, Jupiter, FL 33477 (the "Grantee").

#### **RECITALS**

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

B. The District is the owner of that certain parcel of land referred to as Beach Site #2 described on Exhibit "A" attached hereto and made a part hereof, (the "CDD Property").

C. Grantee is the owner of that certain property described as Parcel I in Exhibit "B" attached hereto and made a part hereof ("Grantee's Property").

D. Grantee desires to construct a boat dock on the property east of the CDD Property in the area shown on Detail "A" attached hereto and has made applications with the governmental agencies having jurisdiction over such construction (the "Boat Dock").

E. In order to construct the Boat Dock, Grantee has requested the CDD grant an easement to allow for the use, access and construction of a walkway over the CDD Property as shown on the sketch attached hereto as Detail "A" and made a part hereof together with an easement over the CDD's riparian rights solely within the area described to access the adjoining waterway.

F. The CDD is willing to grant the requested easement for these purposes subject to and in accordance with the terms, provisions, covenants and conditions of this Agreement.

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

1. Recitals. The above-contained recitals are true and correct and incorporated herein by reference.
2. Easements. Grantor hereby grants unto Grantee, its successors and assigns, a non-exclusive easement over, under across and through a portion of the CDD Property (the "Beach Easement") for the construction, installation, use, maintenance, upgrade, repair and replacement of a pedestrian walkway

within the area described in Exhibit "C" attached hereto and made a part hereof (the "Pedestrian Walkway") together with an easement over Grantor's riparian rights solely within the area described on Detail "A" to allow Grantee to construct the Boat Dock.

3. Use of Property. Upon completion of the Pedestrian Walkway and Boat Dock, the Pedestrian Walkway shall be available for pedestrian ingress and egress to the Boat Dock as stated hereinabove, and for no other purpose whatsoever. Without limiting the foregoing, Grantee shall not use the Pedestrian Walkway or the Beach Easement for: (a) any use which violates any applicable laws, regulations, or ordinances relating to the CDD Property and/or Grantee's Property, including without limitation, local zoning ordinances and regulations; (b) any use that violates the terms of this Agreement; or (c) any purpose which Grantor in its sole and absolute discretion deems to be lewd, lascivious, noxious or offensive. Nothing contained herein shall be construed as a limitation of Grantor's rights over, across, and through pedestrian ingress and egress areas, including such rights of the general public for continuous access along the CDD Property.

4. Maintenance. Grantee hereby covenants and agrees that it shall keep the areas within the Beach Easement and the Pedestrian Walkway constructed thereon in a clean, safe and orderly condition and shall take immediate action to repair or remedy any unsafe condition that may develop or become known to Grantee, its agents, servants or employees. Grantee shall make every reasonable effort to require any agents or contractors working within the Beach Easement not to interfere with the Grantor's use of the CDD Property and that all work is done at the sole cost and expense of Grantee.

5. No Liens; Protection of Public Property. Grantee acknowledges that the underlying CDD Property is owned by a governmental entity and constitute public property. Pursuant to Florida law, including Chapter 713, Florida Statutes, such public property is not subject to construction liens or claims of lien. Grantee shall not permit or cause any mechanics', construction, materialmen's, or other liens or claims of lien to be filed against the easement areas described herein, the CDD Property, or any other property of Grantor in connection with any work, improvements, installations, or activities performed by or on behalf of Grantee. Grantee shall include in all contracts with contractors, subcontractors, laborers, and material suppliers performing work within the easement area a provision expressly stating that the work is being performed on public property and that no lien or claim of lien shall attach to the CDD Property. If any lien or claim of lien is filed or asserted in connection with Grantee's activities, Grantee shall, at its sole cost and expense, within twenty (20) days after written notice from Grantor (or within such shorter period as may be necessary to protect Grantor's interests), cause such lien to be released, satisfied, transferred to bond, or otherwise discharged of record in a manner acceptable to Grantor. If Grantee fails to do so, Grantor may take such action as it deems necessary to remove or discharge the lien, including bonding the lien pursuant to applicable law, and Grantee shall promptly reimburse Grantor for all costs and expenses incurred, including reasonable attorneys' fees and court costs.

6. Insurance, Indemnification and Release. Grantee, for itself and any sub-tenants, agents, servants, employees, staff, volunteers, officers, directors, owners, members, managers, shareholders, partners, invitees, licensees and contractors, successors and assigns (collectively, "Indemnitors"), hereby agrees to indemnify, exonerate, defend by counsel acceptable to Grantor, hold harmless, and release Grantor, its officers, directors, employees, successors and assigns (collectively, "Indemnitees") from and against all liabilities, losses, obligations, damages, penalties, claims, costs, charges and expenses, including

reasonable attorneys' fees, paralegal fees, and legal costs and expenses incurred by Indemnitees, whether or not judicial proceedings are filed, which may be imposed upon or asserted against or incurred by Indemnitees by reason of any of the following occurring:

- (a) any failure to properly use, occupy, or restore the CDD Property or any part thereof;
- (b) any negligence on the part of Grantee or any of its agents, servants, employees, licensees or invitees;
- (c) any accident, injury, or damage of any nature, whether compensatory, consequential, punitive or otherwise, to any person or property occurring in, on or about the CDD Property or any part thereof during any use or occupation of the CDD Property by or through Grantee or its invitees; or
- (d) any failure on the part of Grantee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement on its part to be performed or complied with.

Grantee shall include the Beach Easement Area as part of Grantee's liability insurance coverage and shall name Grantor as an additional insured on such policy.

This indemnification shall not be enforceable in the event any property damage or bodily injury is solely caused by the intentional act of the Grantor, its agents or assigns.

4. Permits. Grantee shall be solely responsible for obtaining and securing, and shall be subject to abide by, all governmental permits which are required in connection with the construction and use of the Boat Dock.

5. Assignment. Grantee shall not assign this Agreement, nor the easements or rights granted herein without the prior written consent of Grantor, which consent may be unreasonably withheld, except that Grantee may assign its rights and obligations under this Agreement to a condominium or homeowners association which has maintenance obligations over the Grantee's Property ("Association") upon Grantor's written acceptance of an assignment and assumption agreement together with proof of insurance.

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

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

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

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

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

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed by its authorized representatives as of the day and year first above as written.

Signed, sealed and delivered in the presence of:

LH 82 Invest, LLC, a Florida limited liability company

\_\_\_\_\_  
Witness #1 Signature

By: \_\_\_\_\_  
\_\_\_\_\_, its Manager

\_\_\_\_\_  
Witness #1 Printed Name

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Witness #2 Printed Name

Address: \_\_\_\_\_

\_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing Warranty Deed was acknowledged before me by means of \_\_\_\_ physical appearance or \_\_\_\_ online notarization, on this \_\_\_\_ day of \_\_\_\_\_ 2026, by \_\_\_\_\_, as Manager of LH 82 Invest, LLC, a Florida limited liability company and on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Notary Name

My Commission Expires:

Exhibit A  
Grantor's Parcel

BEACH SITE No. 2

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

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

Containing 0.431 acres, more or less.

## Exhibit B

## Grantee's Parcel

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

**Commence** at the Southeasterly corner of the right-of-way for BAHIA BEACH DRIVE, as shown on BAHIA BEACH SOUTH UNIT No. 1, as per the map or plat thereof recorded in Plat Book 40, Page 81, of the Public Records of Hillsborough County, Florida; thence the following four (4) courses on the boundaries of that certain parcel described as Right-of-Way Parcel No. 1 in Official Records Book 13842, Page 1124, and Official Records Book 13842, Page 1172, of the Public Records of Hillsborough County, Florida (the "CDD Deeds"): (1) South 06°35'39" West, a distance of 72.52 feet; (2) North 83°44'34" West, a distance of 54.10 feet; (3) North 06°29'19" East, a distance of 530.09 feet; (4) North 01°58'57" West, a distance of 20.06 feet to the **POINT OF BEGINNING**; thence North 84°21'47" West, a distance of 152.57 feet; thence South 66°09'07" West, a distance of 45.72 feet to a point on the Easterly boundary of Beach Site No. 2 as described in the CDD deeds; thence on said Easterly boundary, North 04°27'16" East, a distance of 325.15 feet; thence on the Northeasterly boundary of said Beach Site No. 2, North 54°33'29" West, a distance of 41.04 feet to a point on the Southerly boundary of Bahia Del Sol, a condominium, as declared in Official Records Book 3831, Page 753 of the Public Records of Hillsborough County, Florida; thence on said Southerly boundary, North 88°01'21" East, a distance of 189.80 feet; thence on the Westerly boundary of said Right-of-Way Parcel No. 1, South 01°58'57" East, a distance of 351.22 feet to the **POINT OF BEGINNING**.

Exhibit C

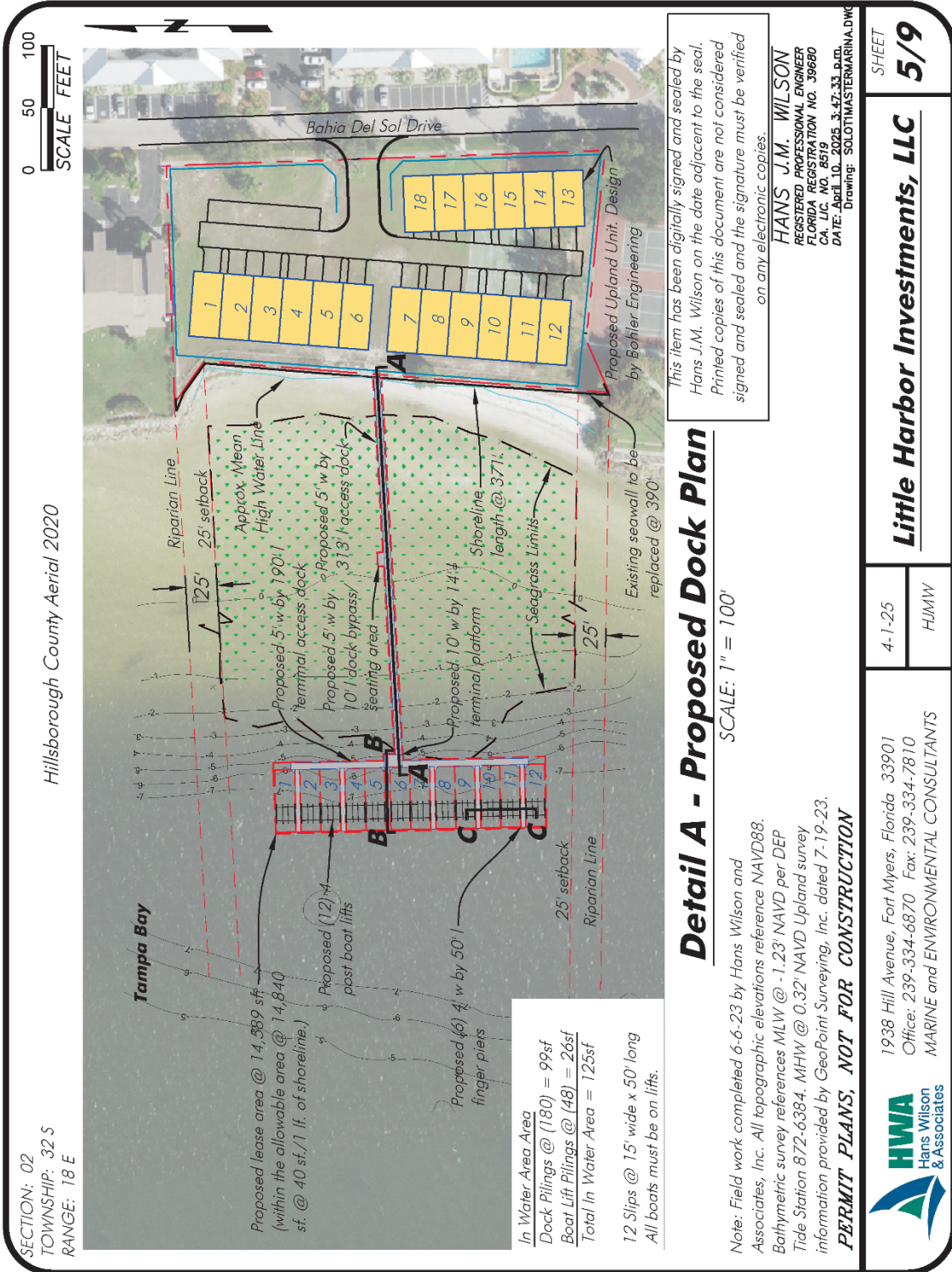


Exhibit C

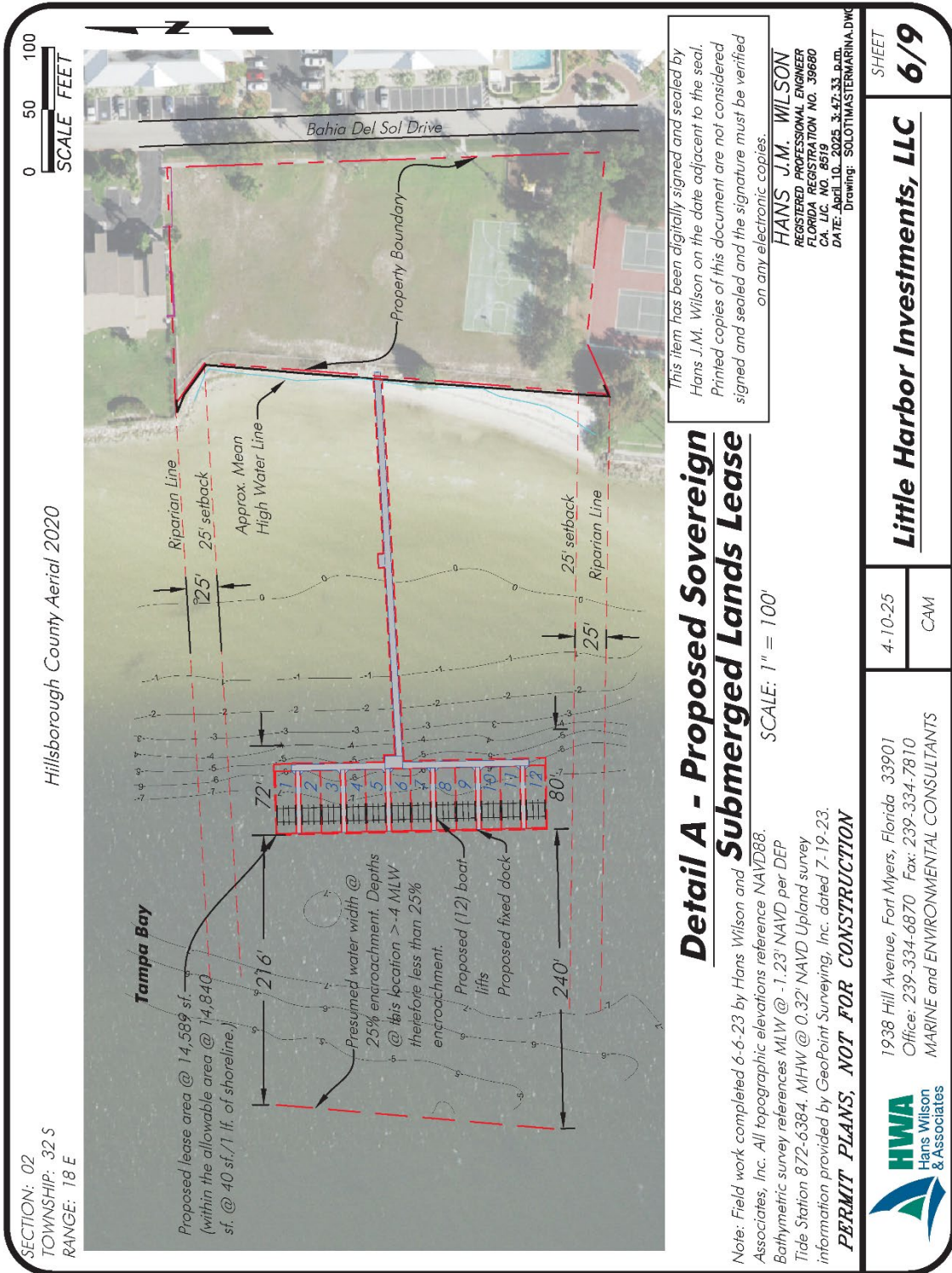
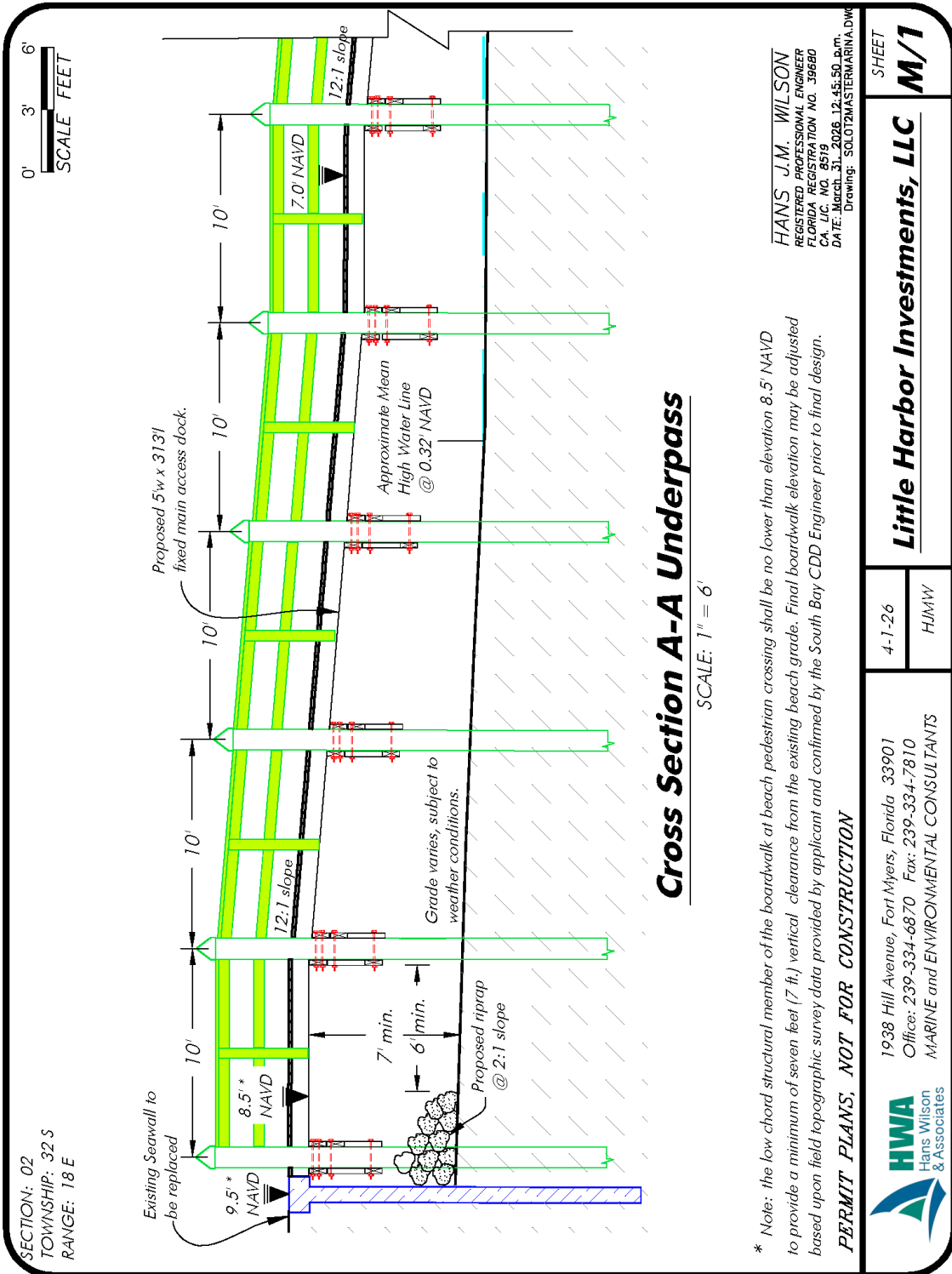


Exhibit C



	1938 Hill Avenue, Fort Myers, Florida 33901 Office: 239-334-6870 Fax: 239-334-7810 MARINE and ENVIRONMENTAL CONSULTANTS	4-1-26	SHEET <b>M/1</b>
		HJMW	

## South Bay Community Development District

To Whom It May Concern:

This letter shall serve to give limited authorization to LH 82 Invest, LP, a Florida limited liability company ("LH 82 Invest"), to act on behalf of the South Bay Community Development District (South Bay CDD) for the sole purpose of submitting and processing all applications required to secure approvals for the following:

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

These applications are in connection with LH 82 Invest to construct an access and dock shown on Detail A attached hereto and made a part hereof. The walkway will originate from property owned by LH 82 Invest (Parcel No. U-02-32-18-18N-000000-00003.0) and will cross the adjacent beach parcel owned by South Bay CDD via an approved Access, Use and Construction Easement (attached as Exhibit B), and extend waterward to the proposed future permitted docks and slips described as follows:

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

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

This authorization includes the right to submit applications, receive and submit related correspondence and documentation, and coordinate with the appropriate permitting agencies as necessary to advance and complete the permitting process. The authorization shall not permit LH 82 Invest to encumber, transfer or exchange land, or commit South

Bay CDD to payment or mitigation which might be required pursuant to a permit or authorization without the prior written approval of the South Bay CDD Board. As an agent on behalf of the South Bay CDD, LH 82 Invest shall further comply with all public records laws as required by section 119.0701, Florida Statutes. This limited authorization is effective as of the date set forth below and will automatically terminate if an application for permit is not initiated by the \_\_\_\_ day of \_\_\_\_\_ 202\_.

South Bay Community Development District

By: \_\_\_\_\_  
[Authorized Representative's Name]  
[Title]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by [Authorized Representative's Name], as [Title] of South Bay Community Development District, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

**AGREEMENT FOR  
DISTRICT MANAGEMENT SERVICES**

This Agreement (“**Agreement**”) is entered into by and between:

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida whose mailing address is 4530 Eagle Falls Place, Tampa, Florida 33619 (“**District**”); and

**GOVERNMENTAL MANAGEMENT SERVICE-TAMPA, LLC** a Florida limited liability company, with a mailing address of 4530 Eagle Falls Place, Tampa, Florida 33619 (“**Manager**” or “**GMS-Tampa**,” together with District, “**Parties**”).

This Agreement shall be deemed executed on the date the last Party signs this Agreement (the “**Execution Date**”). The services to be provided under this Agreement shall commence at 12:01 AM ET on April 11, 2026 (“**Effective Date**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“**Act**”), by ordinance adopted in Hillsborough County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District desires to enter into an agreement with Manager to provide district management services all as further set forth in **Exhibit A** attached hereto (“**Services**” or “**District Management Services**”) and Manager has agreed to provide such Services; and

**WHEREAS**, the District and Manager warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. SCOPE OF SERVICES.** Manager agrees to provide the Services as set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

**SECTION 3. FEES AND TERMS OF SERVICES; TERM.**

**A.** All Services will be completed on a timely basis in accordance with the District needs and statutory requirements.

**B.** The District agrees to compensate the Manager in accordance with the Schedule of Fees set forth in **Exhibit B**, attached hereto and incorporated by reference herein. Payment shall be made in equal monthly installments at the beginning of each month and may be amended annually as evidenced by the annual budget (“**Annual Budget**”) approved by the Board of Supervisors of the District (“**Board**”). All invoices are due and payable when received.

**C.** The initial term of this Agreement commences on Effective Date, and continues until September 30, 2027, unless terminated earlier by either Party in accordance with the provisions of this Agreement. Thereafter this Agreement shall automatically renew each Fiscal Year (i.e., October 1 to September 30<sup>th</sup> of the following year) of the District, unless otherwise terminated by either Party in accordance with Section 6 below. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Annual Budget.

#### **SECTION 4. INDEMNIFICATION.**

**A.** Manager Indemnification. The Manager agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Manager, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Manager to indemnify the District for the District’s percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Manager as jointly liable parties; however, Manager shall indemnify the District for any and all percentage of fault attributable to Manager for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

**B.** District Indemnification. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Manager, the District agrees to indemnify, defend, and hold harmless the Manager and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Manager may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement. In addition to any other conditions and/or limitations set forth herein, the District shall be obligated to indemnify Manager only if such indemnification obligation is covered by the District’s insurance.

C. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 5. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 6. TERMINATION.**

A. This Agreement may be terminated as follows: (1) By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or (2) By the Manager or District, for any reason, upon sixty (60) days written notice.

B. Upon any termination of this Agreement: (1) the Manager shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Manager; and (2) the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

**SECTION 7. SUCCESSORS; ASSIGNMENT.** The rights and obligations of the District as defined by this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. Neither the District nor the Manager may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 8. NOTICES.** All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt to the Parties as follows:

<b>A. If to District:</b>	South Bay Community Development District 4530 Eagle Falls Place Tampa, Florida 33619 Attn: Chairperson
<b>With a copy to:</b>	Gray-Robinson P.A 101 East Kennedy Boulevard, Suite 4000 Tampa, Florida 33602 Attn: District Special Counsel, Nikki Day, B.C.S. <a href="mailto:Nikki.Day@gray-robinson.com">Nikki.Day@gray-robinson.com</a> cc: <a href="mailto:Deborah.Cook@gray-robinson.com">Deborah.Cook@gray-robinson.com</a>

**B. If to Manager:** Governmental Management Services-Tampa, LLC  
4530 Eagle Falls Place  
Tampa, Florida 33619  
Attn: President, Darrin Mossing  
[DMossing@gmstnn.com](mailto:DMossing@gmstnn.com)

**With copies to:** Governmental Management Services-Tampa, LLC  
4530 Eagle Falls Place  
Tampa, Florida 33619  
District Manager, Jason Greenwood  
[JGreenwood@gms-tampa.com](mailto:JGreenwood@gms-tampa.com)

Governmental Management Services-Tampa, LLC  
4530 Eagle Falls Place  
Tampa, Florida 33619  
Attn: Chief Operating Officer, Keith Nelson  
[KNelson@gms-tampa.com](mailto:KNelson@gms-tampa.com)

Governmental Management Services-Tampa, LLC  
699 North Federal Highway, Suite 300  
Fort Lauderdale, FL 33304  
Attn: Kurt Zimmerman, Registered Agent  
[kurt@zimmermanlaw.com](mailto:kurt@zimmermanlaw.com)

**SECTION 9. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Hillsborough County, Florida.

**SECTION 10. THIS SECTION IS INTENTIONALLY LEFT BLANK AND RESERVED FOR FUTURE USE.**

**SECTION 11. SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

**SECTION 12. AMENDMENTS.** Any amendment or change to this Agreement shall be in writing and executed by all Parties.

**SECTION 13. ACKNOWLEDGEMENT.** The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice. For the avoidance of doubt, the Manager will not

recommend or implement investment policies or manage investment of surplus funds; however, the Manager may place investment-related matters on the agenda and present information for the Board's consideration and direction, with all investment decisions to be made solely by the Board, its municipal advisor, trustee, or other authorized professionals.

**SECTION 14. ENTIRE AGREEMENT.** The Agreement shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of the Agreement. To the extent any of the provisions of the exhibits are in conflict with the provisions of the Agreement, this Agreement controls.

**SECTION 15. INSURANCE.** The Manager shall, at its own expense, maintain insurance during the performance of the Services with limits of liability not less than the following, the certificate of which is attached as **Exhibit C**:

Workers' Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Commercial Crime/Fidelity Insurance	\$1,000,000
Professional Liability Insurance	\$2,000,000
Automobile Liability (if applicable) *	\$1,000,000
<i>Bodily Injury and Property Damage</i>	
<i>Covering owned, non-owned, and hired</i>	
<i>vehicles</i>	

*\*Automobile liability insurance is required if the Manager will use any vehicles on-site, including owned, non-owned, and hired vehicles.*

Except with respect to Professional Liability and Workers' Compensation insurance policies, the District, its staff, consultants, and supervisors shall be named as additional insureds, on a primary non-contributory basis, on each insurance policy described above. The Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

**SECTION 16. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Manager acknowledges that the designated public records custodian for the District is **Brian Young** ("**Public Records Custodian**"). Among other requirements and

to the extent applicable by law, the Manager shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Manager, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats:

**IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 344-4844, INFO@GMS-TAMPA.COM, WITH A COPY TO BRIAN YOUNG BYOUNG@GMS-TAMPA.COM, AND JASON GREENWOOD JGREENWOOD@GMS-TAMPA.COM, 4530 EAGLE FALLS PLACE, TAMPA, FLORIDA 33619.**

**SECTION 17. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 18. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 19. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 20. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Manager is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 21. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.** Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("**Public Integrity Laws**") apply to this Agreement:

**A.** Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;

**B.** Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;

**C.** Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;

**D.** Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and

**E.** Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Agreement shall be deemed a recertification of such status.

**SECTION 22. E-VERIFY.**

**A.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

**B.** The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the

subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

**C.** In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

**D.** By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 23. ANTI-HUMAN TRAFFICKING REQUIREMENTS.**

Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor shall execute an affidavit, attached hereto as **Exhibit D** and incorporated herein, in compliance with Section 787.06(13), *Florida Statutes*.

[ SIGNATURES ON NEXT PAGE ]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

Attest:

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary  
Board Of Supervisors

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Chairperson/Vice Chairperson,  
Board of Supervisors

Approved as to form:

\_\_\_\_\_  
District Special Counsel

**GOVERNMENTAL MANAGEMENT SERVICES-TAMPA, LLC**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Print: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

Its: \_\_\_\_\_

- Exhibit A:** Scope of Services
- Exhibit B:** Schedule of Fees
- Exhibit C:** Certificate of Insurance
- Exhibit D:** Anti-Human Trafficking Affidavit
- Exhibit E:** District Management Proposal

**EXHIBIT A**  
**SCOPE OF SERVICES**

**GENERAL MANAGEMENT, ADMINISTRATIVE, AND ACCOUNTING SERVICES**

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

**Meetings, Hearings, Workshops, Etc.**

- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, coordinating the time, location, and all meeting logistics (including providing conference call numbers or virtual meeting technology), providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

**Records**

- The Manager will maintain “Record of Proceedings” for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions, and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida’s public records laws.
- The Manager will serve as the District’s Records Management Liaison Officer for reporting to the Department of Library and Archives pursuant to Section 257.36(5)(a), Florida Statutes.

**District Operations**

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District’s public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.

- The Manager will recommend and advise the Board, in consultation with the District Engineer, of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
- The Manager will monitor certificates of insurance for all District vendors and contractors as required by their agreements.
- The Manager will support the District's risk management efforts by facilitating coordination with the District's insurance carrier, assisting with claims and coverage documentation, and implementing any risk management policies and procedures adopted by the Board.
- The Manager will process and assist in the investigation of insurance claims in coordination with District Counsel and applicable insurance representatives.
- The Manager will facilitate the annual review of all District-owned tangible personal property and equipment with the District's insurance carrier and the District Engineer, and will coordinate the preparation of an inventory to be completed on or before October 1 of each year, in accordance with applicable rules and standards. The Manager will also present the completed insurance policy to the Board annually for its review and approval.
- The Manager will negotiate on behalf of the District with governmental entities, vendors, contractors, residents, insurance representatives, and other parties when specifically authorized by the Board.
- The Manager will coordinate with the District's insurance representatives, carriers, and brokers on matters related to coverage, renewals, policy documents, and insurance requirements applicable to District vendors and operations.
- As applicable and at Board direction, the Manager will assist the District in obtaining and completing a Reserve Study and in complying with the findings and direction of the Board.
- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks as applicable (and such other tasks required by law but not specifically identified herein):
  - File name and location of the Registered Agent and Office location annually with the Florida Department of Commerce and the County.
  - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
  - Provide the regular meeting schedule of the Board to County.
  - File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
  - File a request letter to the local Supervisor of Elections of the County for the number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
  - Transmit Public Facilities Report and related updates to appropriate agencies.

- Prepare and file the annual public depositor report.
- Serve as the contact person for the State Commission of Ethics for Financial Disclosure coordination.
- Maintain the District Seal.

### **Accounting and Reporting**

- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.
- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.

### **Audits**

- The Manager will provide audit support to auditors for the required Annual Audit, and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

### **Budgeting**

- The Manager will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.
- The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

### **Capital Program Administration**

- The Manager will maintain proper capital fund and project fund accounting procedures and records.

- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue-related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bondholders and underwriters, annual/quarterly disclosure reporting, etc.

### **Field Operations Management**

- Upon direction by the District's Board of Supervisors and upon mutual agreement of the parties hereto, the Field Manager will provide Maintenance Contract Administration for District in general accordance with the fees outlined in Exhibit A.
- Create and maintain a fluid monthly report or action item list and present this report at all regularly scheduled Board of Supervisors Meetings.
- Engage and supervise all persons, as needed, necessary to properly maintain and operate the Property; this includes and is not limited to hired service vendors, maintenance staff, contracted vendors, and their subs.
- Purchase tools, equipment, supplies, and materials, ensuring, without qualification or exception, that the District is receiving the benefit and economies of competitive market prices.
- Solicit bids for services and materials and supplies to the District.
- Solicit, analyze, and negotiate informal contracts on behalf of the District, for services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property; all of which Service Contracts shall be subject to prior approval of and be executed by an officer of the District designated by the Board.
- Contract Management: Oversee and manage District field contracts for Landscape Maintenance, Aquatic Maintenance, and other service vendors by meeting with, and coordinating with vendors as needed to ensure contractual standards are being satisfied. Deficiency reports will be created when it is prudent to do so to enhance performance.
- Facility Management: Perform routine inspections as needed and present areas of potential concern to the District as identified; site visits will be on average twice a month. This is to identify possible maintenance items and ensure contracted contractor supplemental work has been performed satisfactorily. Additionally, to proactively monitor the status of district assets.
- Correspond and communicate with the Board of Supervisors and District Staff to respond to the various needs of the District and Community.
- Provide regular reports to the Board regarding the status of pending and completed activities and operations affecting the District and the Property.

### **Field Maintenance Services**

- At the direction of the Board of Supervisors, District Manager, and/or Field Operations Manager, facilitate and carry out maintenance requests for the Community.
- Include supporting details on the invoices for each maintenance repair assignment, as well as for the Monthly Field Operations Report.
- Perform regular general maintenance services as requested at normal rates. This can be done through a monthly allowance for more rapid and voluminous work or proposals can be provided for individual projects.

### **Information Technology Services**

- As applicable, coordinate with the District's ADA document remediation vendor (and website vendor) to ensure the District's website has the content required by Florida (and is on the website for the appropriate duration) and includes any additional information or materials requested by the Board.
- As applicable, coordinate with the District's Information Technology vendor to ensure emails of the Board are backed up and retained in compliance with Florida's public records laws.

## **FINANCIAL SERVICES**

### **Assessments & Revenue Collection**

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners, and collect prepayment of assessments as necessary.
- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.
- The Manager will issue estoppel letters as needed for property transfers.
- The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

## **DISTRICT RESPONSIBILITIES**

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

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**EXHIBIT B**  
**SCHEDULE OF FEES**

**STANDARD ON-GOING SERVICES (“SERVICES”)**: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District Management Services.

**1. DISTRICT MANAGEMENT SERVICES:**

Services Description	Fiscal Year 2026 GMS Fees **	Fiscal Year 2027 GMS Fees ***
<b>Management, Administrative, Financial &amp; Revenue Collection, and Accounting Services:</b> <ul style="list-style-type: none"> <li>• Annual Fee paid in equal monthly payments (plus reimbursables)</li> <li>• Our Agreement contemplates up to 6 meetings and 1 workshop a year</li> </ul>	<b>\$51,000</b>	<b>\$51,000</b>
<b>Assessment Administration:</b> <ul style="list-style-type: none"> <li>• (Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collector)</li> <li>• One-time Annual Fee charged when the annual assessment is certified.</li> </ul>	<b>\$6,000</b>	<b>\$6,000</b>
<b>Fiscal Year GMS Fees</b>	<b>\$57,000</b>	<b>\$57,000</b>

**2. SERVICES FROM PROPOSAL EXCLUDED FROM THIS AGREEMENT:**

Services Description	Fiscal Year 2026 GMS Fees **	Fiscal Year 2027 GMS Fees ***
<b>Information Technology Fees &amp; Annual Website Maintenance:</b>	<b>Not Applicable</b>	<b>Not Applicable</b>
<b>Dissemination Agent Services:</b>	<b>Not Applicable</b>	<b>Not Applicable</b>

Services Description	Fiscal Year 2026 GMS Fees **	Fiscal Year 2027 GMS Fees ***
<b>Field Management Services:</b>	<b>Not Applicable</b>	<b>Not Applicable</b>
<b>Facility Maintenance and Repair Services:</b>	<b>Not Applicable</b>	<b>Not Applicable</b>

### 3. OTHER FEES SCHEDULE:

Item	Cost
<b>Agenda Package Hardcopy (if Applicable)</b>	<b>\$2.50 per regular Agenda Mtg.</b>
<b>Copy</b>	<b>\$0.15 / black and white page</b>
<b>Binders, Envelopes, and other Office Supplies</b>	<b>Actual Cost</b>
<b>USPS / FedEx / UPS</b>	<b>Actual Cost</b>
<b>Conference Calls</b>	<b>Actual Cost</b>
<b>Offsite Physical Records Storage and Archival</b>	<b>\$50.00 / Month</b>
Additional Services Available:	Cost
<b>Other Services **</b>	
• New Bond Issuance Cost (per bond issue)	<b>\$25,000</b>
• Refinance Bond Issuance Cost (per bond issue)	<b>\$25,000</b>
• Debt Service Assessment Methodology Preparation	<b>\$20,000</b>
• SERC Preparation & Assistance w/ Petition	<b>\$5,000</b>
• Prepaid Estoppel Letter – One Lot	<b>\$100</b>
• Prepaid Estoppel Letter – Multiple Lots	<b>\$250</b>
• Prepaid Estoppel Letter – Partial Payoffs	<b>\$500</b>
• Annual Construction Accounting Fee (while active)	<b>\$5,000</b>
• Request For Proposal Scope Preparation Documents (per RFP request - Landscaping, Irrigation, Aquatic, etc.)	<b>\$3,500</b>

Item	Cost
<p><b>One-Time Conversion Fee:</b></p> <ul style="list-style-type: none"> <li>• To Recreate Historical Accounting And Administrative Records Needed For The Transition</li> </ul>	<b>\$8,000</b>
<p><b>Extended or Extra Board Meetings:</b></p> <ul style="list-style-type: none"> <li>• Any extra meeting(s) or meeting duration exceeding a three-hour duration may be charged a meeting overage fee rounded up to the nearest full hour.</li> </ul>	<b>\$2,000 / Mtg. \$250/hr.</b>
<p><b>Standard Hourly Rates:</b></p> <ul style="list-style-type: none"> <li>• For additional scope services, not traditionally included in the Standard Scope of Services, will be included in monthly invoices. <ul style="list-style-type: none"> <li>○ The Hourly rate for the District Manager is \$175/Hour.</li> <li>○ The Hourly rate for the District Accountant is \$125/Hour.</li> <li>○ The Hourly rate for the District Administrative Assistant is \$80/Hour.</li> </ul> </li> </ul>	<b>As Defined</b>
<p><b>Out-of-Pocket Reimbursable Expenses</b></p> <ul style="list-style-type: none"> <li>• Reimbursable expenses to be itemized on invoicing each month.</li> <li>• Written pre-approval from the District Manager or District must be included for any recruiting or other reimbursable expenses over \$2,000.00 a month.</li> </ul>	<b>At GMS Standard Rate or Costs</b>
<p><b>Public Records Requests:</b></p> <ul style="list-style-type: none"> <li>• Public Records request will be charged to the person making the request at fees allowable by law. These amounts will be reimbursed to GMS-Tampa by the District at the same rate.</li> </ul>	<b>As Defined</b>

Item	Cost
<p><b>Additional Services:</b></p> <ul style="list-style-type: none"> <li>All other requested items not specifically denoted in Exhibit "B" will be subject to either a flat rate proposal or an hourly rate proposal to the District.</li> </ul>	<p><b>To Be Negotiated</b></p>
<p>** For Fiscal Year 2026, with dates effective October 1st, 2025, through September 30th, 2026, the GMS fees are reflected in the Adopted 2026 Budget.</p>	
<p>*** For Fiscal Year 2027, with dates effective October 1st, 2026, through September 30th, 2027, the GMS fees are reflected in the Adopted 2027 Budget.</p>	

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## EXHIBIT C CERTIFICATE OF INSURANCE

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>03/12/2026</b>			
<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p>							
<p><b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b></p>							
<b>PRODUCER</b> Zelen Risk Solutions, Inc. 7964 Devoe Street Jacksonville FL 32220		<b>CONTACT NAME:</b> Holly Howe <b>PHONE (A/C No. Ext.):</b> (904) 262-8080 <b>FAX (A/C No.):</b> (904) 262-1444 <b>E-MAIL ADDRESS:</b> holly@zelenrisk.com					
<b>INSURED</b> Governmental Management Services-Tampa, LLC 1001 Bradford Way Kingston TN 37763		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>			
		INSURER A : Northfield Insurance Company					
		INSURER B : Hiscox Insurance Company					
		INSURER C : RetailFirst Insurance Company					
		INSURER D :					
		INSURER E :					
INSURER F :							
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>		<b>REVISION NUMBER:</b>			
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
<b>INSR</b>	<b>TYPE OF INSURANCE</b>	<b>ADD'L SUBR</b>	<b>POLICY NUMBER</b>	<b>POLICY EFF</b>	<b>POLICY EXP</b>	<b>LIMITS</b>	
LTR		(INSR, SUBR)		(MM/DD/YYYY)	(MM/DD/YYYY)		
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		WS644121	02/27/2025	02/27/2026	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<b>UMBRELLA LIAB</b>					EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>					AGGREGATE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						\$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	0520-59463	09/01/2025	09/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
<b>B</b>	<b>Professional</b>		MPL4245121.25	09/05/2025	09/05/2026	Each Claim	\$1,000,000
						Aggregate	\$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
Certificate holder, its officers, supervisors, agents, managers, engineers and staff are additional insureds with respect to the general liability when required by written contract. Coverage is primary and non-contributory. Waiver of subrogation applies in favor of the additional insureds when required by written contract.							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
South Bay CDD 4530 Eagle Place Falls  Tampa, FL 33619				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE <i>Vicky M. Zelen</i>			
© 1988-2014 ACORD CORPORATION. All rights reserved.							
ACORD 25 (2014/01)		The ACORD name and logo are registered marks of ACORD					



**EXHIBIT D**  
**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

I, Kelly Adams , as Director of Human Resources, on behalf of Governmental Management Services - Tampa, LLC (the "Manager"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Manager.
2. The Manager does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Manager does not participate in any of the following actions:
  - (a) Using or threatening to use physical force against any person;
  - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - (e) Causing or threatening to cause financial harm to any person;
  - (f) Enticing or luring any person by fraud or deceit; or
  - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.



**Manager: Governmental Management Services - Tampa, LLC**

By: Kelly Adams

Name:

Title Director of Human Resources:

Date: 12/6/2024

STATE OF ~~FLORIDA~~ Tennessee  
COUNTY OF Roane

SWORN TO AND SUBSCRIBED before me  physical presence or  remote notarization by Amanda Jones, as \_\_\_\_\_ of \_\_\_\_\_, who is  personally known to me or  who produced \_\_\_\_\_ as identification this 6 day of December, 2024

(Notary Seal)

Amanda Jones  
Notary Public

**EXHIBIT E**  
**DISTRICT MANAGEMENT PROPOSAL**

**[ 67 Pages To Follow ]**

# District Management Services Company Profile Prepared For The South Bay Community Development District:

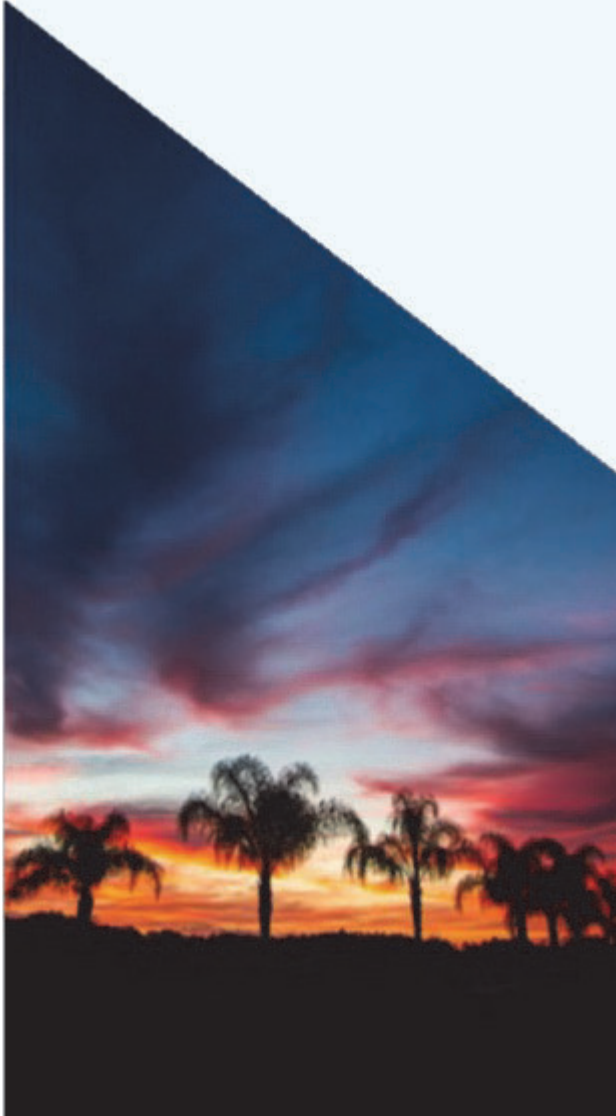


## GOVERNMENTAL MANAGEMENT SERVICES-TAMPA, LLC



DISTRICT  
MANAGEMENT  
SERVICES

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**THANK YOU**

To the South Bay Board of Supervisors & Community	67
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# RFP QUESTIONNAIRE SECTION I



# **QUALIFICATIONS AND FEE SERVICES SUBMISSION**



# Governmental Management Services

*Serving Florida's Communities*

February 9<sup>th</sup>, 2026

South Bay Community Development District  
 c/o Ms. Deborah Cook, Assistant District Counsel  
 Gray-Robinson P.A.  
 101 East Kennedy Boulevard, Suite, 4000  
 Tampa, Florida 33602  
 Via email to [Deborah.Cook@gray-robinson.com](mailto:Deborah.Cook@gray-robinson.com)

RE: Proposal for District Management Services

Dear Ms. Cook,

Governmental Management Services-Tampa L.L.C. ("GMS") is pleased to provide for your review our Proposal associated with providing District Management Services to the South Bay Community Development District ("CDD"). We believe the Proposal demonstrates that we are the best choice for this project. Here are some of the reasons why:

- ❖ We are the leader in the Community Development District industry. We provide district management services to 290+ CDDs across the State of Florida.
- ❖ We have a team of management, financial, administrative, and operations professionals who are extremely qualified to provide these services and meet time and budget requirements.
- ❖ We have a proven approach, methodology, and philosophy towards providing these services that reflect our commitment and ability to deliver comprehensive services that exceed the expectations of our clients.
- ❖ We also have the ability to respond to individual client needs efficiently, effectively, and professionally. Our approach to providing the services for each of the responsibilities described in this RFP is to fully understand them and provide them in a manner that meets all the statutory requirements customized to the approach preferred by the Board of Supervisors.

We thank you for this opportunity to submit our Proposal and would be happy to provide any additional information if requested. Please feel free to contact me at (865) 603-5101 or via email at [DMossing@gmstnn.com](mailto:DMossing@gmstnn.com) if you have any questions or need additional information.

Sincerely,

*Darrin Mossing*

Darrin Mossing  
 GMS President

Enclosures

**ORLANDO**

219 E. Livingston St.  
 Orlando, FL 32801  
 (407) 841-5524

**JACKSONVILLE**

1200 Riverplace  
 Boulevard, Suite 705  
 Jacksonville, FL 32207  
 (904) 288-7667

**ST. AUGUSTINE**

50 Ellis Street,  
 Suite 208  
 St. Augustine, FL 32095  
 (904) 288-7667

**ST. AUGUSTINE**

475 West Town Place,  
 Suite 114  
 St. Augustine, FL 32092  
 (904) 288-7667

**FT. LAUDERDALE**

5385 N. Nob Hill Road  
 Sunrise, FL 33351  
 (954) 721-8681

**TAMPA**

4530 Eagle Falls Place  
 Tampa, FL 33619  
 (813) 344-4844

**PALM COAST**

393 Palm Coast  
 Parkway SW, Suite 4  
 Palm Coast, FL 33137  
 (904) 940-5850

**KNOXVILLE**

1001 Bradford Way  
 Kingston, TN 37763  
 (865) 717-7700

# STATE OF FLORIDA CERTIFICATE OF STATUS

## *State of Florida Department of State*


I certify from the records of this office that GOVERNMENTAL MANAGEMENT SERVICES-TAMPA, LLC is a limited liability company organized under the laws of the State of Florida, filed on April 13, 2015.

The document number of this limited liability company is L15000071239.

I further certify that said limited liability company has paid all fees due this office through December 31, 2026, that its most recent annual report was filed on February 4, 2026, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fourth day of February, 2026*



  
Secretary of State

Tracking Number: 9363561439CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

# COMPANY INFORMATION

**Governmental Management Services ("GMS")** is a family of limited liability companies that was established for the purpose of providing district management services to Special Taxing Districts. With encouragement from industry professionals and the development community, GMS was created to provide an alternative to the existing district management companies. GMS currently has offices in St. Cloud, Orlando, Tampa, Sunrise, Miami, Tallahassee, Port St. Lucie, St. Augustine, Palm Coast, Florida, and Knoxville, Tennessee. Company personnel who would be providing services are generally determined by geography of the District and required services. However, everyone at GMS works together to provide the most efficient, effective and comprehensive management services possible. GMS currently manages over 275 Community Development Districts across the State of Florida and fully understands the requirements of Chapter 190. As described in Section 3, the personnel at GMS are very well known and respected by people involved with Community Development Districts. Many of the personnel have worked with Investment Bankers, Bond Counsel, District Counsel, Engineers, Developers, and Boards of Supervisors across the State of Florida.

They have provided management, financial, administrative, and operational services to over 290 special taxing districts and homeowners associations. Our greatest strength is our ability to respond to individual client needs quickly, efficiently and professionally.

**GMS WAS ESTABLISHED TO PROVIDE THE MOST EFFICIENT, EFFECTIVE AND COMPREHENSIVE MANAGEMENT SERVICES FOR COMMUNITY DEVELOPMENT DISTRICTS IN THE STATE OF FLORIDA.**



# HOW WE WORK

Established in 2004, Governmental Management Services has over 250 full-time and part-time employees and has offices across the State of Florida. Services are provided by seasoned professionals with well over 1,000 years of combined Community Development District management experience. Our commitment to serving our clients and providing the most efficient, effective, and comprehensive management services for Community Development Districts continues to fuel our growth.

## Statement of Qualifications

GMS is the best-qualified provider of district management services because of the experience of the personnel who will be providing the management services for the District. GMS brings a wealth of experience in management, administration, accounting, financial reporting, field operations, and assessment certifications.

GMS focuses exclusively on the services necessary for the proper management of Community Development Districts. Our staff includes managers, accountants, financial analysts, recording secretaries, and operations managers all with experience with Community Development Districts and other special districts. We offer integrated management services including:


- General Management
- Recording Secretary Services
- Accounting and Financial Reporting
- Assessment Roll Administration
- Field Operations Management
- Amenity Management
- Facility Maintenance
- Dissemination Agent Services
- Utility Billing
- Other Services

## FULLY INTEGRATED SERVICES



These management services are being provided by the principals of GMS to over 290 Community Development Districts in 25 counties across the State of Florida.

# OUR TEAM



**Although technology has tremendously impacted how services are provided for nearly every business today, GMS realizes an organization is only as good as the individuals working within it. If an organization is not able to retain hardworking, knowledgeable and dedicated employees that understand their client's needs, it is most certain to fail. It is for this reason that GMS has focused a significant effort on recruiting and retaining the best in the district management industry**

## STATEMENT OF STAFF CONSISTENCY

The District Management Team proposed remains the same for the duration of the contracts. Any changes in the District Management Team will be discussed and approved by the Boards of Supervisors. Members of the management team have worked together for years, and there is complete trust and loyalty in their abilities to provide the most efficient, effective and professional management services possible. In addition, these types of long-term personal relationship among GMS staff are reassuring to our clients because personnel turnover in any organization is extremely detrimental to its ability to provide the necessary services.

*"GMS realizes an organization is only as good as the individuals working within it."*

# OUR VALUES

## MISSION

The goal of GMS is to provide the most efficient, effective, and comprehensive management services for Community Development Districts in the State of Florida.



## CORE VALUES

Governmental Management Services' greatest strength is its ability to respond to individual client needs quickly, efficiently, and professionally. Listed below are our GMS core values:



### Customer Commitment

*We keep customer needs at the center of all that we do to provide a superior customer experience.*



### Integrity

*We are honest, open, ethical, and fair.*

*People trust us to do what's right.*



### Teamwork

*We win together, not alone.*

*We work together, across divisions, to meet the needs of our customers.*



### Passion and Drive

*We are proud of the services we provide.*

*We play to win and strive to help our customers do the same.*



### Empower Individuals

*Our employees set us apart.*

*We value our employees, encourage their development, and reward their performance.*



### Quality

*Details matter.*

*We provide consistent and unsurpassed service that, together, deliver premium value to our customers.*

# CONTACT INFORMATION

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## Corporate Office:

1001 Bradford Way  
Kingston, TN 37763  
(865) 717-7700

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As the largest CDD Management firm in the State of Florida, GMS is prepared to provide all CDD Management services directly and does not contemplate the need to subcontract services.



## GMS - Central Florida

219 E. Livingston St.  
Orlando, FL 32801  
(407) 841-5524

## GMS - Tampa

4530 Eagle Falls Place  
Tampa, Florida 33619  
(813) 344-4844

435 10<sup>th</sup> Avenue West,  
Suite 200  
Tampa, Florida 34221

## GMS - South Florida

5385 Nob Hill Road  
Sunrise, FL 33351  
(954) 721-8681

## GMS - North Florida

475 West Town Place,  
Suite 114  
St. Augustine, FL 32092  
(904) 940-5850

1200 Riverplace  
Boulevard  
Jacksonville, FL 32207

393 Palm Coast  
Parkway SW, Suite 4  
Palm Coast, FL 32137

We have additional satellite offices throughout the State of Florida

# GOVERNMENTAL MANAGEMENT SERVICES

**DARRIN MOSSING**  
PRESIDENT

**KEITH NELSON**  
CHIEF OPERATING OFFICER

HUMAN RESOURCES ♦ RECRUITING ♦ TRAINING  
COMPLIANCE ♦ CORPORATE FINANCE

**RIVERSIDE (NF)**  
ALISON MOSSING  
VICE PRESIDENT

**SOUTH FLORIDA**  
PATTI POWERS  
VICE PRESIDENT

**CENTRAL FLORIDA**  
GEORGE FLINT  
VICE PRESIDENT

**NORTH FLORIDA**  
JIM OLIVER  
MANAGING PARTNER

**TAMPA**  
JASON GREENWOOD  
MANAGING PARTNER

**FIELD OPERATIONS**

- RICARD GRAY
- CHRISTIAN DELLINGER
- JEFF JOHNSON
- JAMES SCHIESZER

**AMENITIES**

- TMI WRIGHT
- NATALIE CLEM
- MARIA CRANFORD
- ROBERT ALBA
- FREDDIE OCA
- KYLA RINKER
- & 18 OTHERS

**ACCOUNTING**

- PATTI POWERS, VP
- TIZIANA CESSNA
- SHANNON RINKUS
- ASHLEY COOPER
- NIKI MARINO
- JENNIFER WASSERMAN, CPA
- SHEIK NEEROOA

**DISTRICT MANAGEMENT**

- PAUL WINKELJOHN
- JULIANNA DUQUE
- ANDREW GILL
- PATRICK BURGESS
- ANDRESSA PHILLIPS
- BEN CUESADA
- JESUS LORENZO

**ACCOUNTING**

- KATE COSTA, DIRECTOR
- TERESA VISCARRA
- SPINOLA TRUJILLO
- LISA CRAIG
- NANCY SOLER
- ZUNY YAN
- CAROL WRIGHT
- & 6 OTHERS

**DISTRICT MANAGEMENT**

- JILL BURNS, MANAGING PARTNER
- JASON SHOVE
- TRICIA ADAMS
- JEREMY LEBRUN
- ROB SZOZDA

**ACCOUNTING**

- OKSANA KUZMUK
- BERNADETTE PEREGRINO
- TODD POLVERE
- TARA LEE
- SUSAN FERRERO

**DISTRICT MANAGEMENT**

- MATTHEW BAGETTI
- CORBIN DENAGY
- MARLEE GILES
- DANIEL LAUGHLIN
- JAMES PERRY

**ACCOUNTING**

- SHARYN HENNING, CPA
- HANNAH HENRY
- LEAH POPELKA
- SAVANNAH SZOZDA
- ALEXANDRA WOLFE, CPA

**DISTRICT MANAGEMENT**

- JASON GREENWOOD
- AMANDA FERGUSON
- RICHARD MCGRATH
- BRIAN YOUNG

**MAINTENANCE**

- TIMOTHY CARTER
- LUTHER NEWTON
- MARK CESSNA & 13 OTHERS

**LIFEGUARDS & POOL ATTENDANTS**

- 30 - 50 OTHERS ON SEASONAL AND/OR FLEX SCHEDULES

**ASSESSMENT ADMINISTRATION**

- RICHARD HANS, VP
- DARRIN MOSSING JR.
- DANIEL HARVEY

**ADMINISTRATION**

- JENNIFER MCCONNELL
- LATOYA FLOWERS
- ELLEN ACOSTA
- REGINE LUCAS
- & 2 OTHERS

**ASSESSMENT ADMINISTRATION**

- DARRIN MOSSING JR.

**ADMINISTRATION**

- STAGIE VANDERBILT, DIRECTOR
- SAMANTHA HAM
- & 8 OTHERS

**ASSESSMENT ADMINISTRATION**

- SHERYL FLUKS
- DARRIN MOSSING, JR.
- MARISSA SMARTO

**ADMINISTRATION**

- COURTNEY HOGGE
- LISA PELKEY
- SARAH SWEETING
- KATELYN BEACH

**ASSESSMENT ADMINISTRATION**

- MICHAEL CORTESE
- BRADFORD NELSON

**ADMINISTRATION**

- NICOLE VIVERITO
- REBECCA SANTOS
- SAVANNAH SZOZDA

**FIELD OPERATIONS**

- PAT SZOZDA
- PATRICK BURGESS
- JASON GITEL
- JULIO PADILLA

**AMENITIES**

- 7-15 DISTRICT EMPLOYEES FLEX SCHEDULES

**AMENITIES**

- MARGIA CALLEIA
- CHRISTINE WELLS
- ALEXANDRA PENAGOS
- & 11 OTHERS

**FIELD OPERATIONS**

- ALAN SCHEERER
- CLAYTON SMITH
- MARSHALL TINDALL
- ROB SZOZDA JR.
- & 4 OTHERS

**AMENITIES**

- KELLY MULLINS
- DANIELLE DEMARCO
- RYAN WILSON
- 7-15 DISTRICT EMPLOYEES FLEX SCHEDULES

**FIELD OPERATIONS**

- JAY SORIANO
- ROBERT BERLIN
- CHRISTIAN DELLINGER
- TERRY GLYNN

**FIELD OPERATIONS**

- CLAYTON SMITH
- MICK SHEPPARD
- GARRETT DUBOIS
- MATT AZRIEL

**AMENITIES**

- KAYLEE SANTANA
- DREAMA LONG
- MARGARELY HIRALDO
- & 14 OTHERS

**MAINTENANCE**

- GARRETT DUBOIS
- STEVEN WENZT
- JEFF BACHELOR
- & 3 OTHERS

**INFORMATION TECHNOLOGY**

- DAN BRADLEY

**MAINTENANCE**

- ANGEL GUZMAN
- JULIO COLON
- ABNER DE-JESUS
- JOSE SOTO
- & 3 OTHERS



# Proposed GMS District Management Service Team

Trusted & Service Oriented



**Jason Greenwood**  
Partner,  
District Manager



**Alex Wolfe, CPA**  
District Accounting



**Brian Young**  
District Manager



**Matt Azriel**  
Field Operations  
Manager



**Nicole Viverito**  
District Administration

**GMS-TAMPA**  
JASON GREENWOOD  
MANAGING DIRECTOR

See Page 11  
Of Our Proposal  
For The Rest  
Of The  
GMS Organization

<p><b>DISTRICT MANAGEMENT :</b></p> <ul style="list-style-type: none"> <li>• JASON GREENWOOD</li> <li>• AMANDA FERGUSON</li> <li>• RICHARD MCGRATH</li> <li>• BRIAN YOUNG</li> </ul>	<p><b>DISTRICT ACCOUNTING :</b></p> <ul style="list-style-type: none"> <li>• SHARYN HENNING CPA</li> <li>• HANNAH HENRY</li> <li>• LEAH POPELKA</li> <li>• SAVANNA SZOZDA</li> <li>• ALEXANDRA WOLFE, CPA</li> </ul>	<p><b>DISTRICT ADMINISTRATION :</b></p> <ul style="list-style-type: none"> <li>• NICOLE VIVERITO</li> <li>• SAVANNAH SZOZDA</li> <li>• REBECCA SANTOS</li> </ul>	<p><b>ASSESSMENT ADMINISTRATION :</b></p> <ul style="list-style-type: none"> <li>• DARRIN MOSSING JR.</li> <li>• MICHAEL CORTESE</li> <li>• LEAH POPELKA</li> </ul>	<p><b>DISTRICT AMENITY MANAGEMENT :</b></p> <ul style="list-style-type: none"> <li>• KAYLEE SANTANA</li> <li>• DREAMA LONG</li> <li>• MARANGELY HIRALDO</li> </ul>	<p><b>DISTRICT FIELD OPERATIONS :</b></p> <ul style="list-style-type: none"> <li>• CLAYTON SMITH</li> <li>• MICK SHEPARD</li> <li>• GARETT DUBOIS</li> <li>• MATT AZRIEL</li> </ul>	<p><b>DISTRICT FIELD MAINTENANCE :</b></p> <ul style="list-style-type: none"> <li>• JEFF BACHELOR</li> <li>• GARETT DUBOIS</li> <li>• STEVEN WENTZ</li> <li>• &amp; 3 OTHERS</li> </ul>
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# SOUTH BAY CDD MANAGEMENT MODEL & LINES OF AUTHORITY

## OVERVIEW:

- The Proposed GMS District Management Service Team works in a highly collaborative manner under a clear line of authority established by the Board of Supervisors. The Board sets policy, adopts the budget, approves contracts, and provides overall direction for District priorities, while GMS is responsible for implementing those directives on a day-to-day basis.
- The District Manager serves as the primary point of contact to the Board and has overall responsibility for District operations. In this role, the District Manager translates Board policy into actionable work plans, supervises GMS administrative, accounting, and field operations staff assigned to South Bay, and oversees all vendors and professional consultants operating under Board approved agreements.
- Administrative, accounting, amenity, and field operations personnel report to the District Manager for all District business rather than directly to individual Supervisors. This structure ensures that information flows consistently through a single point, Board direction is implemented uniformly, and staff are accountable for performance and compliance with Florida law and District policies. When District employees are used, they receive day to day direction from the District Manager but remain subject to the personnel policies and expectations adopted by the Board.
- Within GMS, team members assigned to South Bay are expected to coordinate closely across disciplines—management, accounting, assessment administration, and field operations—to anticipate issues, share information, and present unified recommendations to the Board. This collaborative approach ensures that operational decisions reflect both on the ground conditions in the community and the financial and legal framework within which the District must operate.

# ON-SITE VISIT SUMMARY & LOCAL CONDITIONS

## OVERVIEW:

Brian Young, the proposed District Manager for the South Bay Community Development District (“South Bay CDD”), **conducted multiple on-site visits to the community in December 2025 and February 2026.** These visits included both drive-through and walking inspections of the District’s townhome and single-family neighborhoods, as well as the primary common areas. During these inspections, he confirmed that the core amenity facilities are operated through the homeowners’ association rather than directly by the South Bay CDD and observed how residents and guests access and use the amenity area and adjacent parking. He also reviewed roadway medians, suspected common areas, landscape strips, seawalls, the District’s beach area, and at least one dormant stormwater pond cell in order to understand the South Bay CDD’s operational conditions and maintenance needs. The seawalls appear to be under an active restoration program, and it is Brian’s understanding that the District’s beach has a dedicated budget line item to periodically rebuild the beach by adding sand every few years. Overall, the community appeared to be in generally good condition, with orderly vehicular circulation and no immediately observable stormwater failures, illicit discharges, or standing-water concerns at the inspected pond.

These inspections identified several potential areas for focused attention that will inform GMS’s management approach for the South Bay CDD. Parking lots in certain locations showed signs of asphalt wear and localized maintenance needs, indicating that a more structured inspection and capital-planning program for CDD-owned parking and paved surfaces would be beneficial. Landscape edges along some turf and planting beds were inconsistent, and portions of the common-area vegetation appeared thin or untended. Because both visits occurred during the winter, it is possible that some of these conditions are seasonal, but they nonetheless suggest areas where clearer performance standards, regular punch-lists, and closer vendor oversight could improve the overall appearance of the South Bay CDD. Review of prior Board agenda packages also suggests that more proactive vendor management and reporting to the Board—particularly for landscape, stormwater, shoreline, and routine facility maintenance contracts—could help strengthen the connection between Board direction, field conditions, and contractor performance.

**The proposed GMS management model is designed to respond directly to what was observed at the South Bay CDD.** Under this model, the District Manager serves as the primary customer-facing point of contact to the Board and residents and works in close coordination with a Field Operations Manager. Together they are supported by dedicated teams for accounting, assessment administration, and administrative and compliance services. GMS’s field operations group currently provides services to numerous Districts throughout Florida, administering landscape, stormwater, wastewater, reuse, shoreline, and other maintenance contracts, conducting routine day and nighttime site visits, and preparing structured operations reports so Boards can address emerging issues—such as parking-lot deterioration, erosion, seawall or shoreline concerns, or recurring landscape deficiencies—before they become larger problems. For the South Bay CDD, this same framework would be applied through scheduled field inspections, standard checklists, and written follow-up focused on landscape edging quality, turf and plant health, pond banks, the beach and seawall areas, and paved-surface conditions, with corrective actions routed promptly through the District Manager to the appropriate vendors and tracked to completion.

Because the amenities are HOA-operated, GMS does not anticipate altering the existing amenity staffing model but will coordinate closely with the HOA and amenity operator to align District activities with community expectations and to avoid duplication of effort. The District Manager will maintain a regular Board meeting cadence, during which operational observations from the field are tied directly to the annual budget, reserve planning, and policy decisions of the South Bay CDD. The accounting and assessment administration teams will provide clear, timely financial reporting so that maintenance priorities identified through inspections can be translated into funded work plans and, when appropriate, capital improvements.

To illustrate the type of structured operational oversight GMS can provide, we have taken the liberty of including, for reference, a sample Field Operations Management report prepared for another GMS CDD client and routinely presented to that District’s Board of Supervisors and District Manager. This report is not part of the current proposal for the South Bay CDD, and the associated field operations service is not included in the proposed base fee. However, if the South Bay CDD Board determines that enhanced field operations support would be beneficial, these services could be added in the future as an additional engagement with clearly defined scope and fees. We look forward to discussing these on-site observations, our management model, and the potential for future field operations services with the South Bay CDD Board during the finalist meeting and to answering any questions you may have.

# Sample Field Management **STATUS REPORT EXHIBITS**

## **1) FIELD OPERATIONS MANAGEMENT ACTION ITEM LIST**

This report is a concise, working log of open field issues, assigned parties, budgets, and completion status to support quick Board review and direction.

## **2) FIELD OPERATIONS MANAGEMENT SUPPLEMENTAL PHOTO ADDENDUM**

This addendum provides time-stamped photos and brief captions documenting field conditions and completed work that correspond to items on the Action Item List.

## **3) FIELD OPERATIONS MANAGEMENT CONVEYANCE REPORT**

This report documents the condition of specific assets at turnover, noting deficiencies, action items, and readiness for conveyance between the developer and the District.

## **4) FIELD OPERATIONS MANAGEMENT INSPECTION REPORT**

This is a detailed field inspection report prepared by the Field Operations Manager, combining narrative findings, geolocated photos, and recommended follow-up actions.

Mirada CDD Field Management Action Items List					
Description	Designated Party	Status	Proposal \$	Completion	Notes
Adding benches and trash cans at gazebo sitting area between fountains 4 and 6	Field Staff	Proposals	Options		Proposals for 4 different options..
Fountain Repair fountain #4 - Mango Fade	Steadfast	Proposal	\$ 7,900.00		Service vendor states a new motor, control box and other components are required. -Insurance claim not viable as fountain was not insured at the time of the damage. GMS has added it to the policy. <b>-Revisit in February - District has budget for repairs</b>
Additional Mulch Areas	Cardinal	Proposal	\$ 31,900.00		Targeted areas needing mulch installation. 550yds
Feature Fountain Light Repairs	Field Staff	In Progress	\$ -		Once repairs are completed of the fountains we will do a full lighting inventory. It appears in most cases it may just be replacement fixtures or bulbs.
Feature Fountain Ongoing Maintenance	Field Staff	In Progress	\$ -		Obtaining quotes for ongoing maintenance of feature fountains. One quote has been received but working on atleast 2 more. Can be reviewed in February. Likely need to perform a formal bid.
Damaged fencing/irrigation and turf car from accident on Mirada Blvd Between Kenton & Ryder Creek	Field Staff	In Progress	\$ -		Gathering proposals and police report for insurance claim for damaged fencing, irrigation and turf.
Main Line Irrigation Break	Yellowstone	In Progress	\$ 1,230.77		A 2½-inch main line leak has been identified at Mirada, located near the Publix supermarket. The Irrigation team has shut off the reclaimed water in this area to prevent further damage until repairs can be completed. Although we no longer maintain this area, the main line leak is impacting our system because it is connected to our reclaimed water meter. Assessing for adding isolation valve. Will coordinate with incoming landscaper Cardinal
Gazebo Refurbishing	Field Staff	In Progress	\$ 2,064.50		Proposal for clean up and painting of Gazebo between feature fountains on Mirada Blvd - Review in February.
Feature Fountain Repairs Status	Field Staff/Metro	In Progress	\$ -		Field staff met on site with developer to review fountains 3,4,5,6. Report generated.
Pond Erosion Repairs	Steadfast/Field Staff	Discussion	\$ -		There are many ponds with erosion present. In the past this was attempted to be deferred to the developer, but we strongly feel the developer will not address these items. Staff can generate a report of sections of ponds for maintenance activity before the rainy season starts. Only the worse and most severe items will be documented.
Fencing Repairs	Field Staff	Completed	GMS - \$1950	January 2026	-repair remaining fencing leftover from hurricane -Replacing 3 complete sections - 2 posts - 6 pickets (pickets in multiple areas of CDD fencing ) - Sections installed and some gap remains. working on sourcing materials from another vendor for better fitment.
Site Mulching	Field Staff	Completed	NTE \$50000	December 2025	Final review in progress. Mulching areas completed per provided map. Mulching had not been done in 2 years reportedly. Proposals were brought to cover as much area within budget. Additional mulch can be laid, but will cut into other budget items or reserve amounts.
Mailbox Repairs - June Briar, Cay Spruce, Laxer Cay	Onsight Industries	Completed	\$ 892.32	January 2026	vendor repaired broken latches on mailboxes

January 28, 2026

# Mirada CDD

## Field Management Report – Photo Supplement

### Wetland Sign Install- Laxer Cay Loop



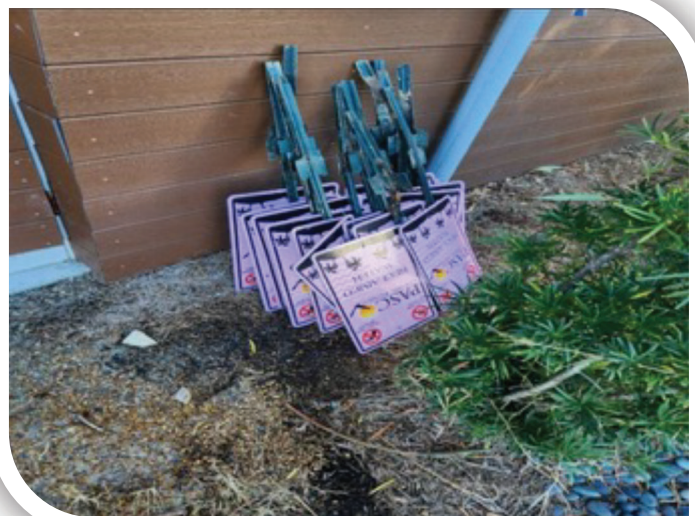
#### Photo Description:

- ✚ Wetland Area Signs installed to Laxer Cay Lp area previously cleared by Cardinal

### General Site Clean Up

#### Photo Description:

- ✚ GMS team performed on site clean up around property and ponds. Removed Pasco reclaimed water signs



January 28, 2026

# Fountain Pump Privacy Barrier Removal



### Photo Description:

- ✚ Removed all privacy barriers from fountain pump stations



# Playground Clean Up



### Photo Description:

- ✚ Rake & Level mulch at playground and clean up area.

January 28, 2026

# Mango Fade Erosion Repair



## Photo Description:

- ✚ Repair erosion around Storm drain cover.





## Conveyance Report

18423493673

Reference Number: <b>20251230-18423493673</b>	Form Name: <b>Conveyance Report</b>
Submitter Name: <b>Clayton Smith   <a href="mailto:csmith@gmscfl.com">csmith@gmscfl.com</a></b>	Date Sent on Device: <b>Dec 30, 2025 11:34:34 AM EST</b>
Location: <b>14002 Tish Pl, Tampa, FL 33613, USA Dec 30, 2025 11:34:33 AM EST   <a href="#">View Map</a>  </b>	

### NEW PAGE

#### Conveyance Review

<b>District</b>	Mirada CDD
<b>Site Inspected By</b>	Clayton Smith - Field Manager

#### Issue Details

ISSUE DETAILS

1 OF 4

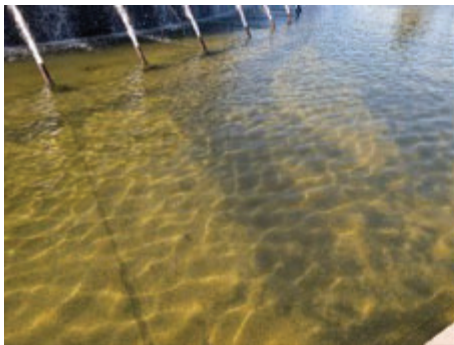
#### Issue Details

<b>Date / Time</b>	Dec 10, 2025 11:02:00 AM EST
<b>Phase and Tract Name</b>	Feature Fountain 4
<b>Description of Tract</b>	This fountain includes a very large fountain with a large basin in front. This fountain is in the median and is one of the two large fountains in the median. the pump area is on the west side of the fountain. this fountain includes a jet water feature that shoots water onto the wall as well as a large Hill structure with artificial turf covering it.

**Tract Status notes/Action items**

-Issues with filtration pumps identified during walkthrough. One is leaking and the other is not running. All filter pumps need to be in working order.  
-Recommend Deep cleaning of fountains before CDD accepting. Excessive algae, noted on the bottom of the basin.

**Tract Status/Action Item Photos**



**Geo Location Of Action Item**

31149 Mirada Blvd, San Antonio, FL 33576, USA  
latitude: 28.321981754125613 altitude: 0.0  
longitude: -82.29813035577536 [ [viewMap](#) ]

**Ready for Conveyance?**

NO

**With Exception or Turnover Status Notes:**

-In order for turnover to be considered of this fountain All filter pumps need to be in working order.

ISSUE DETAILS

2 OF 4

Issue Details

**Date / Time**

Dec 10, 2025 11:02:00 AM EST

**Phase and Tract Name**

Feature Fountain 5

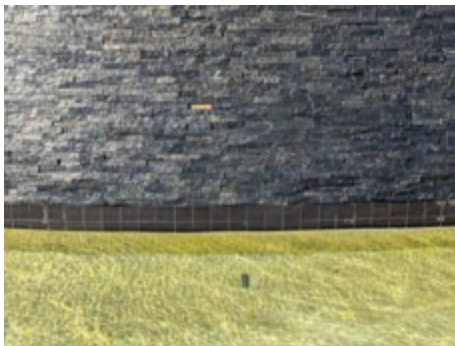
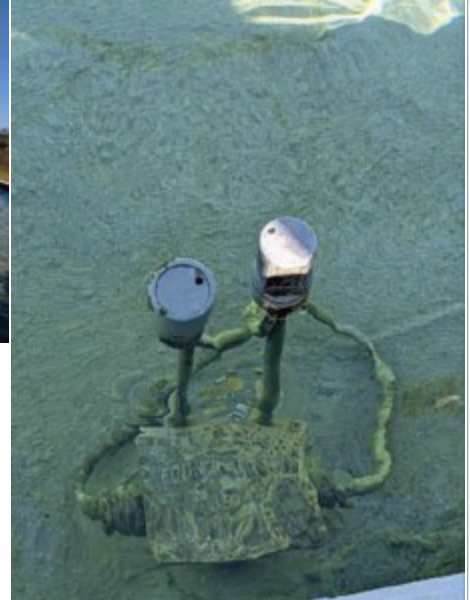
**Description of Tract**

feature Fountain 5 is on the east side of Mirada boulevard. It is one of the four smaller fountains. this Fountain includes a small concrete basin and Fountain jet feature. the pump area is on the north side behind the fountain from the road. this Fountain also includes a Hill structure that is covered in artificial turf.

**Tract Status notes/Action items**

-Stones on the wall have fallen off in two locations

**Tract Status/Action Item Photos**



**Geo Location Of Action Item**

31147 Mirada Blvd, San Antonio, FL 33576, USA  
latitude: 28.322365733217325 altitude: 0.0  
longitude: -82.29743231087923 [ [viewMap](#) ]

**Ready for Conveyance?**

YES With Exceptions

**With Exception or Turnover Status Notes:**

- Overall, this fountain is in satisfactory condition and it appears the scope of the project the developer was given has been completed. therefore, I do believe this can be accepted. However, we do request that the fallen wall stones are reset.

## Issue Details

**Date / Time**

Dec 10, 2025 11:02:00 AM EST

**Phase and Tract Name**

Feature Fountain 6

**Description of Tract**

This Fountain is one of the two extra large fountains and has two water features, including a waterfall as well as fountain jets. This Fountain includes two basins, one of which is a smaller concrete and liner basin, then a large lined basin. The pump area is located on the west side of the fountain.

**Tract Status notes/Action items**

- Fountain liner was replaced
- Wall still requires significant repairs
- Fountain fill not working properly as someone tampered with valve during visit. The issue was corrected but the fountain was noted about 3" below it's proper level during walk.
- Not able to properly inspect filter pumps with water level too low.

**Tract Status/Action Item Photos**





**Geo Location Of Action Item**

31150 Mirada Blvd, San Antonio, FL 33576, USA  
latitude: 28.321010437257307 altitude: 0.0  
longitude: -82.29818735271692 [ [viewMap](#) ]

**Ready for Conveyance?**

NO

**With Exception or Turnover Status Notes:**

In order for this fountain to be ready for turnover, the repairs to the wall need to be completed and reviewed.

ISSUE DETAILS

4 OF 4

Issue Details

**Date / Time**

Dec 10, 2025 11:02:00 AM EST

**Phase and Tract Name**

Feature Fountain 3

**Description of Tract**

Fountain 3 is one of the four smaller fountains. This one is located on the west of Mirada boulevard. This Fountain includes a small concrete basin and a fountain jet feature. The pump area is located on the west side of the fountain behind it from the road.

**Tract Status notes/Action items**

No required action items observed during the turnover walk. All aspects of the developer scope has been completed.

**Tract Status/Action Item Photos**





**Geo Location Of Action Item**

11641 June Briar Loop, San Antonio, FL 33576,  
USA  
latitude: 28.321961094181276 altitude: 0.0  
longitude: -82.29901514947414 [ [viewMap](#) ]

**Ready for Conveyance?**

YES

**With Exception or Turnover Status Notes:**

This fountain was noted in good work and condition and the aspects of the developer's scope completed.



# Site Report

18423493416

Reference Number: <b>20251230-18423493416</b>	Form Name: <b>Site Report</b>
Submitter Name: <b>Matthew Azriel   <a href="mailto:mazriel@gms-tampa.com">mazriel@gms-tampa.com</a></b>	Date Sent on Device: <b>Dec 30, 2025 11:27:21 AM EST</b>
Location: <b>31359 Spanish Msn Rd, San Antonio, FL 33576, USA Dec 30, 2025 11:27:21 AM EST   <a href="#">View Map</a> ]</b>	

## NEW PAGE

### District Status Review

<b>District</b>	Mirada CDD
<b>Site Inspected By</b>	Matt Azriel Field Manager

### Issue Details

ISSUE DETAILS	1 OF 12
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### Issue Details

<b>Date / Time</b>	Dec 30, 2025 10:42:00 AM EST
<b>Assignment</b>	Mirada
<b>GeoLocation</b>	31032 Mirada Blvd, San Antonio, FL 33576, USA latitude: 28.324632622430595 altitude: 30.164555 longitude: -82.29901849389722 [ <a href="#">viewMap</a> ]

**Action Item Picture**



**Action Item Description**  
**Request Vendor Proposal**

Mirada CDD  
No

ISSUE DETAILS

2 OF 12

Issue Details

**Date / Time**

Dec 30, 2025 8:33:00 AM EST

**Assignment**

STANTEC

**GeoLocation**

11060 Laxer Cay Loop, Zephyrhills, FL 33545,  
USA  
latitude: 28.318246869398397 altitude: 37.039505  
longitude: -82.3054779008588 [ [viewMap](#) ]

**Action Item Picture**



**Action Item Description**

Sent follow up email to STANTEC for update.  
Laxer Cay Loop and Penny Gale. UES does have  
information for the next board meeting for coring.

**Request Vendor Proposal**

No

ISSUE DETAILS

3 OF 12

### Issue Details

**Date / Time** Dec 30, 2025 8:33:00 AM EST  
**Assignment** Finn Outdoor  
**GeoLocation** 10943 Tally Fawn Loop, San Antonio, FL 33576, USA  
 latitude: 28.317168639286834 altitude: 37.43259  
 longitude: -82.3031240242853 [ [viewMap](#) ]

#### Action Item Picture



**Action Item Description** Tally Fawn Pond 27- Finn Outdoor performed work on pond. Pond is currently holding water  
**Request Vendor Proposal** No

ISSUE DETAILS

4 OF 12

### Issue Details

**Date / Time** Dec 30, 2025 8:48:00 AM EST  
**Assignment** June Briar Mailboxes  
**GeoLocation** 11409 June Briar Loop, San Antonio, FL 33576, USA  
 latitude: 28.322976043958853 altitude: 33.31683  
 longitude: -82.30182211473874 [ [viewMap](#) ]

#### Action Item Picture



**Action Item Description**

June Briar Loop Mailboxes. Repairs have been initiated with vendor by Clayton. We have confirmed that postal will not be stopping any type of mail service.

**Request Vendor Proposal**

No

**ISSUE DETAILS**

5 OF 12

**Issue Details**

**Date / Time**

Dec 30, 2025 9:01:00 AM EST

**Assignment**

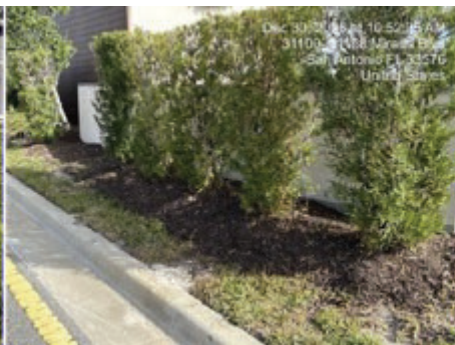
Landscaper

**GeoLocation**

31883 Sunshine Barley Ln, Wesley Chapel, FL 33545, USA

latitude: 28.302569866666666 altitude: 40.7  
longitude: -82.28880601666667 [ [viewMap](#) ]

Action Item Picture





**Action Item Description**

Cardinal Landscape-Site Mulching  
Mulching has been completed on Mirada Boulevard, Setter Palm Road, Kenton Road, CDD areas along the entrance to Rider Creek Blvd, all areas of CDD property owned along Teak Follows Boulevard, Mango Fade Way tree rings completed

**Request Vendor Proposal**

No

ISSUE DETAILS

6 OF 12

Issue Details

**Date / Time**

Dec 30, 2025 10:42:00 AM EST

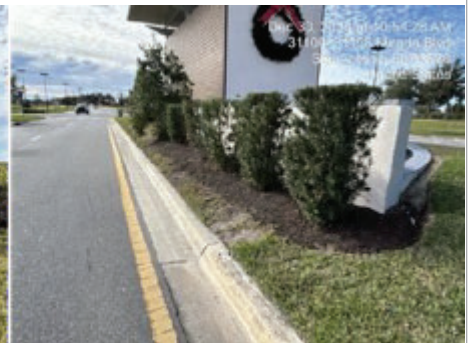
**Assignment**

Landscaper

**GeoLocation**

31182 Mirada Blvd, San Antonio, FL 33576, USA  
latitude: 28.318825186484723 altitude: 34.819405  
longitude: -82.29765861433776 [ [viewMap](#) ]

**Action Item Picture**



<b>Action Item Description</b>	Kind of landscaping has completed the site mulching. All areas look to be done to the scope of work.
<b>Request Vendor Proposal</b>	No

ISSUE DETAILS

7 OF 12

### Issue Details

<b>Date / Time</b>	Dec 30, 2025 9:32:00 AM EST
<b>Assignment</b>	Tampa Maintenance
<b>GeoLocation</b>	31480 Mirada Blvd, San Antonio, FL 33576, USA latitude: 28.314460578782022 altitude: 36.136284 longitude: -82.29549364309243 [ <a href="#">viewMap</a> ]

### Action Item Picture



**Action Item Description**

Car accident area of damage. Between Kenton Road and Ryder Creek Boulevard on Mirada Boulevard. Two trees damaged and uprooted street pole is damaged and missing multiple areas of turf damaged 13 complete sections of fencing have been damaged. We are reaching out to fence outlet for pricing and availability for these sections of fencing.

**Request Vendor Proposal**

No

ISSUE DETAILS

8 OF 12

Issue Details

**Date / Time**

Dec 30, 2025 10:04:00 AM EST

**Assignment**

Landscaper

**GeoLocation**

32034 Mirada Blvd, San Antonio, FL 33576, USA  
latitude: 28.31404742607863 altitude: 34.30183  
longitude: -82.28756120748028 [ [viewMap](#) ]

**Action Item Picture**



**Action Item Description**

Landscape overall is adequate. Grasses are being mowed.

**Request Vendor Proposal**

No

ISSUE DETAILS

9 OF 12

Issue Details

**Date / Time**

Dec 30, 2025 10:04:00 AM EST

**Assignment**

Aquatics Vendor

**GeoLocation**

10809 Teak Follow Blvd, San Antonio, FL 33576, USA  
latitude: 28.313713449100742 altitude: 34.77238  
longitude: -82.28786741750976 [ [viewMap](#) ]

**Action Item Picture**



**Action Item Description**

Aquatics overall. Ponds looked to be maintained well no signs of any overgrown grasses.

**Request Vendor Proposal**

No

ISSUE DETAILS

10 OF 12

Issue Details

**Date / Time**

Dec 30, 2025 10:42:00 AM EST

**Assignment**

Feature Fountain 1

**GeoLocation**

31032 Mirada Blvd, San Antonio, FL 33576, USA  
latitude: 28.324516518744918 altitude: 31.482782  
longitude: -82.29893597904665 [ [viewMap](#) ]

**Action Item Picture**



**Action Item Description**

Active leak at fountain number one is still pouring out. They have created a trench to allow the water to drain into the pond. this would have to be addressed prior to turning this over to the CDD.

**Request Vendor Proposal**

No

ISSUE DETAILS

11 OF 12

Issue Details

**Date / Time**

Dec 30, 2025 10:42:00 AM EST

**Assignment**

Tampa Maintenance

**GeoLocation**

31032 Mirada Blvd, San Antonio, FL 33576, USA  
latitude: 28.324500454303642 altitude: 28.898436  
longitude: -82.29895486138095 [ [viewMap](#) ]

**Action Item Picture**



**Action Item Description**

Work order has been created to have GMS staff remove all damaged privacy barriers around fountain pump stations.

**Request Vendor Proposal**

No

ISSUE DETAILS

12 OF 12

Issue Details

**Date / Time**

Dec 30, 2025 10:42:00 AM EST

**Assignment**

Tampa Maintenance

**GeoLocation**

31149 Mirada Blvd, San Antonio, FL 33576, USA  
latitude: 28.32156066006134 altitude: 32.970406  
longitude: -82.29820505263892 [ [viewMap](#) ]

**Action Item Picture**





**Action Item Description**

GMS field staff is working on proposals to add benches and trash cans at gazebo sitting area between fountains. Also refurbishing and repainting the gazebo. Should have this ready by the following board meeting

**Request Vendor Proposal**

No

# COST OF SERVICES

## MANAGEMENT SERVICES

Management services will be provided for a fixed annual fee.

*See Exhibits "A" and "B"*

Reimbursable expenses such as copies, postage, courier services, printing, and binding will be billed on a monthly basis. Management fees are invoiced at the beginning of each month and due within 30 days of the invoice date. Subsequent management fees will be established based upon the adoption of the annual operating budget, which will be adjusted to reflect ongoing levels of service.





*EXHIBIT "A" – DISTRICT MANAGEMENT FEE SCHEDULE*

<b>GMS Services Descriptions</b>	<b>FY '26 Adopted Budget</b>	<b>GMS Fees</b>
<p><b>Management, Administrative, Financial and Revenue Collection, and Accounting Services</b></p> <ul style="list-style-type: none"> <li>Annual Fee paid in equal monthly payments (plus, reimbursable expenses)</li> <li>Our Agreement contemplates up to 6 meetings per year up to 3 hours in duration</li> </ul>	<b>\$51,446</b>	<b>\$51,000</b>
<p><b>Annual Assessment Administration</b></p> <ul style="list-style-type: none"> <li>(Beginning with the first assessment to individual unit owners, direct assessment, or utilizing tax collector)</li> </ul>	<b>\$6,000</b>	<b>\$6,000</b>
<p><b>Dissemination Agent Services</b></p> <ul style="list-style-type: none"> <li>\$5,000 Annual Fee for 1st Bond Issuance</li> <li>(\$2,500 for each additional series of Bonds)</li> </ul>	<b>\$5,000</b>	<b>\$5,000</b>
<p><b>The GMS Proposal Compared To The Proposed Fiscal Year '26 Budget For The South Bay Community Development District</b></p>	<b>\$62,446</b>	<b>\$62,000</b>



**EXHIBIT "B" – MISCELLANEOUS FEES SCHEDULE**

<b>Item</b>	<b>Cost</b>
<b>Agenda Package Hardcopy (if Applicable)</b>	<b>\$2.50 per regular Agenda Mtg.</b>
<b>Copy</b>	<b>\$0.15 / black and white page</b>
<b>Binders, Envelopes, Storage Boxes, and other Office Supplies</b>	<b>Actual Cost</b>
<b>USPS / FedEx / UPS / Conference Calls</b>	<b>Actual Cost</b>
<b>Offsite Physical Records Storage and Archival</b>	<b>\$50.00/Month</b>
<b>Extended or Extra Board Meetings</b> <ul style="list-style-type: none"> <li>• Any extra meeting(s) or meeting duration exceeding a three-hour duration may be charged a meeting overage fee rounded up to the nearest full hour.</li> </ul>	<b>\$2,000/Meeting</b> <b>\$ 250/Hour</b>
<b>Additional Services Available:</b>	<b>Cost</b>
<b>Other Services **</b> <ul style="list-style-type: none"> <li>▪ New Bond Issuance Cost (per bond issue) <b>\$ 25,000</b></li> <li>• Refinance Bond Issuance Cost (per bond issue) <b>\$ 15,000</b></li> <li>• Debt Service Assessment Methodology Preparation <b>\$ 20,000</b></li> <li>• SERC Preparation &amp; Assistance with Petition <b>\$ 5,000</b></li> <li>• Prepaid Estoppel Letter - One Lot <b>\$ 100</b></li> <li>• Prepaid Estoppel Letter - Multiple Lots <b>\$ 250</b></li> <li>• Prepaid Estoppel Letter - Partial Payoffs <b>\$ 500</b></li> <li>• Annual Construction Accounting Fee (while active) <b>\$ 5,000</b></li> <li>• Request For Proposal Scope Preparation Documents (per RFP request - Landscaping, Irrigation, Aquatic, etc.) <b>\$ 3,500</b></li> </ul>	
<b>Other Requested Administrative Services As Requested By Bondholders, Dissemination Agent, District Counsel, or Boards of Supervisors</b> <ul style="list-style-type: none"> <li>• District Manager <b>\$ 175/Hour</b></li> <li>• District Accountant <b>\$ 125/Hour</b></li> <li>• District Administration <b>\$ 80/Hour</b></li> <li>• Field Operations Manager <b>\$ 85/Hour</b></li> </ul>	
<b>Field Management Services</b> <ul style="list-style-type: none"> <li>• Annual Fee paid in equal monthly payments (plus, reimbursable expenses)</li> <li>• Monthly On-Site Inspections Vendor Coordination               <ul style="list-style-type: none"> <li>• Two (2) Visits per Month on Average</li> </ul> </li> </ul>	<b>Available Service</b> <b>\$ TBD</b>
<b>Facility Maintenance and Repair Services.</b> <ul style="list-style-type: none"> <li>▪ GMS has a comprehensive on-site and insured maintenance service for small to medium size projects which can be provided at the direction of the District Board Of Supervisors and/or the District Manager</li> </ul>	<b>\$55.00/Hour</b> <b>+ Expenses</b>

Miscellaneous fees are reviewed annually by GMS. An itemization of all miscellaneous fees and units consumed is included in the monthly invoice and presented to the Board of Supervisors for approval as part of the agenda packages. GMS strives to work with the District to minimize reimbursable expenses by utilizing electronic agendas and similar approaches. Any additional insurance requirements will be treated as reimbursable expenses and invoiced to the District annually.

# RFP QUESTIONNAIRE SECTION II



## **SELECTION PROCEDURES & AFFIRMATION OF RFP GUIDANCE**

- GMS looks forward to the opportunity to present and discuss our proposed services with the Board of Supervisors at the February 11, 2026, meeting. We will be prepared to walk through our management model, fee schedule, and implementation approach in detail, and to respond thoroughly to any questions or direction from the Board regarding the South Bay Community Development District.

# RISK MANAGEMENT REQUIREMENTS

**ACORD CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) 02/04/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER:** Zelen Risk Solutions, Inc. 7964 Devoe Street Jacksonville FL 32220

**CONTACT NAME:** Holly Howe  
**PHONE (AC No. Ext.):** (904) 262-8080 **FAX (AC No.):** (904) 262-1444  
**EMAIL ADDRESS:** holly@zelenrisk.com

**INSURER(S) AFFORDING COVERAGE:**  
 INSURER A: Northfield Insurance Company  
 INSURER B: Hiscox Insurance Company  
 INSURER C: RetailFirst Insurance Company  
 INSURER D:  
 INSURER E:  
 INSURER F:

**INSURED:** Governmental Management Services-Tampa, LLC  
 1001 Bradford Way  
 Kingston TN 37763

**COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (IND./W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EXCESS LIAB WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N <input type="checkbox"/> N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		WS644121	02/27/2025	02/27/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AGGREGATE \$ PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Each Claim \$1,000,000 Aggregate \$2,000,000
B	Professional		MPL4245121.25	09/05/2025	09/05/2026	EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certificate holder, its officers, supervisors, agents, managers, engineers and staff are additional insureds with respect to the general liability when required by written contract. Coverage is primary and non-contributory. Waiver of subrogation applies in favor of the additional insureds when required by written contract.

**CERTIFICATE HOLDER:** South Bay CDD  
 4530 Eagle Place Falls  
 Tampa, FL 33619

**CANCELLATION:** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
 AUTHORIZED REPRESENTATIVE: *Vicky M. Zelen*

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**ACORD CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) 02/04/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER:** State Farm Edle Williams State Farm 330 11A N Sulle 324 Portie Vedra, FL 32082

**CONTACT NAME:** Stephanie Marciani  
**PHONE (AC No. Ext.):** 904-425-4054 **FAX (AC No.):** 904-425-4049  
**EMAIL ADDRESS:** Stephanie@EdleWilliams.com

**INSURER(S) AFFORDING COVERAGE:**  
 INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:  
 INSURER F:

**INSURED:** Governmental Management Services Tampa, LLC  
 1001 Bradford Way  
 Kingston, TN 37763

**COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (IND./W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EXCESS LIAB WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N <input type="checkbox"/> N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X X	K09 8506-D15-59B	10/15/2025	04/15/2026	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The South Bay Community Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff, and representatives is additional insured with regard to Auto Liability.  
 The insurance is Primary and Non-Contributory with respects to claims arising out of the operation of the described vehicle.  
 Waiver of Subrogation under the Liability Coverage and Property Damage Coverage.  
 If Liability Coverage or Property Damage Liability Coverage is changed or terminated as to the interest of the Additional Insured, we will provide the Additional Insured 30 days notice of such change or termination unless another number of days notice is shown on the Declarations Page.

**CERTIFICATE HOLDER:** South Bay Community Development District  
 4530 Eagle Falls Place  
 Tampa, FL 33619

**CANCELLATION:** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
 AUTHORIZED REPRESENTATIVE: *Stephanie Marciani*

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Any additional insurance requirements will be treated as reimbursable expenses and invoiced to the District on an annual basis.

# HIRING PRACTICE REQUIREMENTS

### ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Kelly Adams, as Director of Human Resources, on behalf of Governmental Management Services - Tampa, LLC (the "Manager"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Manager.
2. The Manager does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Manager does not participate in any of the following actions:
  - (a) Using or threatening to use physical force against any person;
  - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - (e) Causing or threatening to cause financial harm to any person;
  - (f) Enticing or luring any person by fraud or deceit; or
  - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.



STATE OF ~~FLORIDA~~ Tennessee  
COUNTY OF Roane

Manager: Governmental Management Services - Tampa, LLC

By: Kelly Adams

Name:

Title Director of Human Resources:

Date: 12/6/2024

SWORN TO AND SUBSCRIBED before me  physical presence or  remote notarization by Amanda Jones, as \_\_\_\_\_, of \_\_\_\_\_, who is  personally known to me or  who produced \_\_\_\_\_ as identification this 6 day of December, 2024

(Notary Seal)

Amanda Jones  
Notary Public

# RFP QUESTIONNAIRE SECTION III

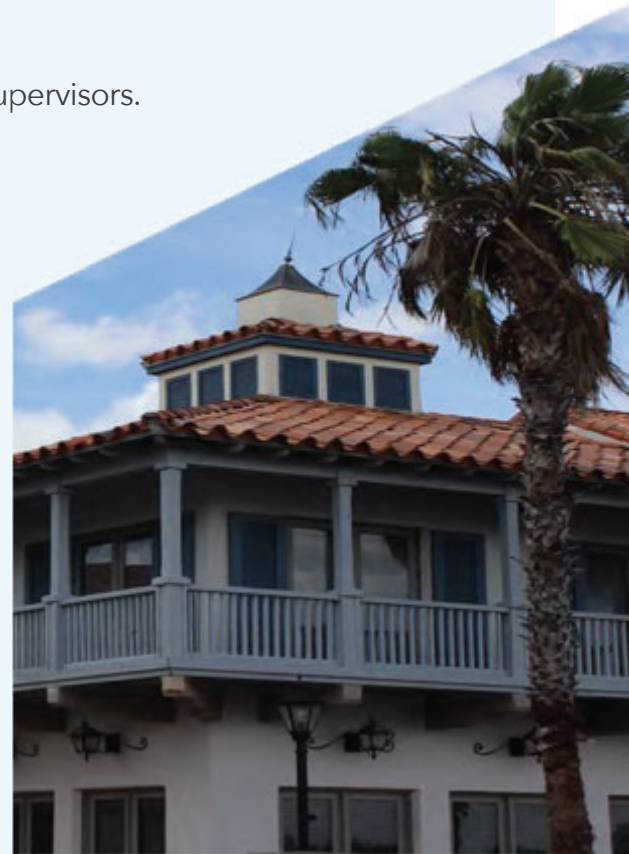


# **DISTRICT MANAGEMENT SERVICES**

# DISTRICT MANAGEMENT SERVICES

**THE FOLLOWING MANAGEMENT SERVICES ARE TYPICALLY PROVIDED TO ENSURE THE DISTRICT OPERATES IN ACCORDANCE WITH ALL APPLICABLE STATUTES, LAWS, RULES AND REGULATIONS:**

- Attend, record, and conduct all regularly scheduled Board of Supervisors Meetings including landowners' meetings, continued meetings, and workshops.
- Present the District's annual budget in accordance with Chapter 190, Florida Statutes.
- Ensure the District is in compliance with administrative and financial reporting for CDDs.
- Correspond and communicate with the Board of Supervisors and Staff to respond to the various needs of the District and Community.
- Review and approve agendas for circulation to the Board of Supervisors.
- Review and approve the annual budget, the annual audit, and monthly disbursements.
- Review annual insurance policy with the District so that it maintains proper insurance coverage.



**EDUCATION**

Ohio University, 1988,  
Bachelor of Science,  
Major: Accounting

**EXPERIENCE**

38+ Years

- President and Founder – GMS Organization
- Corporate Operations & District Management

# DARRIN MOSSING

## PRESIDENT

Darrin Mossing is the President and Founder of the GMS organization. Mr. Mossing graduated from Ohio University with a Bachelor's degree in accounting in June 1988 and began his career as a staff accountant on September 1, 1988, for the Indian Trace Community Development District. In November 2004, Mr. Mossing established the GMS organization, which has grown to over 275 CDDs, Homeowners Association, and other Special Taxing Districts across the State of Florida.

# JASON GREENWOOD

## MANAGING PARTNER

Jason Greenwood provides management services to CDDs and property owners associations throughout the State of Florida. Mr. Greenwood has been committed to GMS since 2017, is a licensed Community Association Manager, and operates out of the Tampa, Florida office. Mr. Greenwood has BA degrees in Business and Finance with a minor in Marketing from Ashford University in Clinton, Iowa, and an MBA in Business Administration, specialization in Finance, from Lynn University in Boca Raton, Florida.

**EDUCATION**

B.A., Business, Finance,  
Marketing minor,  
Ashford University  
MBA, specialization in  
Finance, Lynn University

**EXPERIENCE**

9+ Years

- District Management
- Assessment Roll Administration

# BRIAN YOUNG

## DISTRICT MANAGER

Brian Young currently serves as a District Manager for GMS, bringing 5+ years of experience with the organization and 15+ in various leadership capacities. Most recently, he was the GMS Director of Amenity Management, where he oversaw all aspects of community amenity operations and resident engagement. Brian is known for his collaborative approach and consistent leadership supporting CDDs throughout Florida. Brian was educated at Jackson College, Jackson, Michigan.

# ACCOUNTING SERVICES

**Alexandra Wolfe** manages the accounting and financial reporting for our clients. She is a Certified Public Accountant with over 15 years of accounting and financial reporting experience with Community Development Districts across the State of Florida. Ms. Wolfe’s experience includes financial statement preparation, payroll, budget preparation, preparation of annual audit reports, statutory and bond compliance. She has a Bachelor of Business Administration Degree in International Business from George Washington University. Ms. Wolfe also has experience as an auditor completing annual reports required for CDDs.

### EDUCATION

B.S. in Information Management, Masters in Business Management and Accounting

### EXPERIENCE

13+ Years  
• Accounting  
• Financial Reporting

### EDUCATION

B.A. in International Business, George Washington University

### EXPERIENCE

21+ Years, CPA  
• Accounting  
• Financial Reporting

**Hannah Henry** has over 13 years of experience managing the accounting and financial reporting for our clients. Ms. Henry serves as District Accountant to 12+ CDDs and Homeowner Associations. She has a Bachelors Degree from the University of Tennessee with Information Management and has a Masters Degree from King University in Business Management and Accounting.

## THE FOLLOWING FINANCIAL SERVICES ARE TYPICALLY PROVIDED TO ENSURE THE DISTRICT OPERATES IN ACCORDANCE WITH ALL APPLICABLE STATUTES, LAWS, AND RULES AND REGULATIONS:

- Establish Governmental Fund Accounting System per the Uniform Accounting System prescribed by the Florida Department of Financial Services for Government Accounting. This system includes preparing monthly balance sheet and income statement(s) with budget to actual variances.
- Prepare accounts payable and present them to the Board of Supervisors for approval or ratification.
- Prepare annual budget for review and approval by the Board of Supervisors.
- Transmit the proposed budget to local governing authorities 60 days before adoption.
- Prepare year-end adjusting journal entries in preparation for the annual audit by an Independent Certified Public Accounting Firm.
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors.
- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
  - Complete annual financial audit report within 9 months after the fiscal year end.
  - Circulate annual financial audit report and annual financial report to appropriate governmental agencies.
- Prepare annual public depositor report.
- Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
- Transmit Public Facilities Report to the appropriate agencies
- Bind necessary insurance for the District, which includes liability, property, workers’ compensation, etc.

# ADMINISTRATIVE SERVICES

**Amanda Ferguson** leads our recording administration department. Amanda prepares agenda packages, meeting notices, public records administration, statutory compliance, and various other required administrative services. She is an Administration Management Professional, who has been committed to GMS since its establishment in 2004. Mrs. Ferguson has performed various functions in her 20+ years with GMS; including amenity center management at premier North Florida communities, contract compliance, managing programs and special events, lifeguard management, and transcription of board meetings. Mrs. Ferguson currently provides transcription and administrative services to 20 Community Development Districts in the Tampa Bay, Central Florida, and Southwest Florida Regions. **Nicole Viverito** joined the GMS organization in 2022 as a CDD Recording Administrator; she is known for her compliance discipline and customer service orientation.

## THE FOLLOWING ADMINISTRATIVE SERVICES ARE TYPICALLY PROVIDED TO ENSURE THE DISTRICT OPERATES IN ACCORDANCE WITH ALL APPLICABLE STATUTES, LAWS, RULES AND REGULATIONS:

- Prepare agenda packages for transmittal to Board of Supervisors and staff seven days prior to Board of Supervisors' Meeting.
- Provide minutes for all Board of Supervisors' Meetings, including landowners' meetings
- Ensure compliance with all administrative statutes affecting the District which include but are not limited to :
  - Publish and circulate the annual meeting notice.
  - Report annually the number of registered voters in the District by June 1 of each year.
  - Maintain "Record of Proceedings" for the District within the County that the District is located which includes meeting minutes, agreements, resolutions, and other required records.
  - Transmit Registered Agent information to Florida Commerce and local governing authorities.
  - File Ordinance or Rule establishing the District to Florida Commerce.



# ASSESSMENT ROLL CERTIFICATIONS & ADMINISTRATION

**Darrin Mossing Jr, Michael Cortese, and Leah Popelka** perform our assessment administration services for the Tampa, Central, and North Florida Divisions.

## **Our GMS Services Include:**

- Develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County tax collector and administering assessments for off-tax roll parcels/lots.
- Provide payoff information and pre-payment amounts as requested by property owners and collect prepayment of assessments as necessary
- Issue estoppel letters as needed for property transfers.
- Maintain the District's Lien Book, which records the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties.



# OPERATIONS MANAGEMENT SERVICES

GMS provides operations/field management services to 80+ Districts throughout Florida under the direction of **Clayton Smith**. He has a deep, and lengthy family history connected to CDD management, and has owned and operated his own maintenance company in the Central Florida area which carried out various undertakings, primarily for CDDs. He is a proud alumnus of the Florida State University. **Mick Sheppard** is our Operations Maintenance Manager, overseeing maintenance projects and providing maintenance services. Mick is equipped and capable of handling almost all CDD maintenance needs and specializes in maintenance projects specific to CDDs. Mick has a lengthy background in various maintenance services including but not limited to plumbing, HVAC repair, grounds maintenance, and property maintenance.

## PROPER OPERATION OF THE DISTRICTS INCLUDE:

- Administer and manage maintenance contracts for landscaping, stormwater, wastewater and reuse systems management
- Respond to resident and Board of Supervisors inquiries regarding Maintenance Operations
- Coordinate and implement maintenance projects throughout the community with vendors
- Conduct site visits (day and nighttime) to ensure satisfactory operation of the district and prepare periodic reports to the Board.
- Review and approve construction contracts, change orders, payment request, etc. during construction phase
- We can also develop landscaping RFPs as requested at an additional hourly or flat rate fee.

# FACILITY REPAIR & MAINTENANCE SERVICES

GMS has an in-house Facility repairs and maintenance department providing fully insured maintenance services in Tampa, Central Florida, and North Florida territories. Small to medium-size maintenance requests are coordinated through the District Manager and/or Field Operations Manager at the direction of the Board of Supervisors.

# AMENITY MANAGEMENT & LIFESTYLE PROGRAMMING

**Kaylee Santana** is the Assistant Director of Amenity Management in Tampa. Kaylee brings over five years of experience in Amenity Management and has proudly served as Assistant Director for the past two years. She holds a Bachelor's degree in Health Administration and Management from DeVry University. As the Training Manager for the Amenities Department at GMS-Tampa, Kaylee plays a key role in developing team members and ensuring operational excellence across multiple communities. Her strong foundation in CDD operations and proven leadership skills enable her to effectively guide and support a large, dynamic team.

**Dreama Long** is the Assistant Director of Amenity Management in Tampa. Dreama has a wealth of leadership and operational experience at GMS-Tampa. Before entering the field of amenity management, Dreama dedicated over 20 years to law enforcement in Norfolk, Virginia, with specialized expertise in narcotics, homicide, and hostage negotiation. After retiring from law enforcement, Dreama relocated to Florida and discovered a new passion in property management. She served as Chairman of her CDD Board for several years, gaining valuable insight into community operations and governance. Today, as Assistant Director of Amenity Services, Dreama applies her extensive leadership experience and problem-solving skills to guide the Amenities Department. She is committed to fostering a healthy, collaborative work environment and ensuring exceptional service across all communities.



GMS has significant experience with highly amenitized CDD communities and is flexible regarding the approach taken to staffing, managing, and operating amenities. We typically see one of three approaches taken to amenity management:

- 1) District contracts with GMS for operations
- 2) District contracts with a third-party company for operations
- 3) District directly employs staff for operations

**UNDER THE FIRST APPROACH, THE FOLLOWING SERVICES ARE TYPICALLY PROVIDED BY GMS TO ENSURE A FIRST CLASS, AMENITY CENTERED COMMUNITY:**

- Recruit, hire, train, and monitor Clubhouse and Facilities staff.
- Assume responsibility to manage a vibrant schedule of activities, events and lifestyle programming. GMS is structured to take a regional approach to serving its clients, but this structure does not preclude us from assigning the most talented and qualified individuals, regardless of their location, to appropriate roles.
- Communicate lifestyle opportunities and residential services information to owners and potential residents.
- Promote voluntary compliance with District rules, regulations and policies by communicating with residents.
- Maintain excellent level of customer service.
- Monitor the use of the amenities including resident barcode passes, security cameras, and other means of safeguarding the District.
- Maintain excellent level of customer service.
- Coordinate with vendors, contractors, internal and external stakeholders to ensure smooth operations of day to day and special activities.
- Maintain all relevant records of incidents, inspections, revenue, and other information as required by the District.
- Assist with budget preparation and reports, policy recommendations and enforcement, safety and/or security recommendations, collection of rental fees, maintaining records as needed.

Under the second and third approach, although the above services would not be provided directly by GMS, we would work to ensure that the contractor or direct employees were performing these and other necessary services.



# SAMPLE SPECIAL EVENTS

Social events are for all residents and open to the public, and a critical component to the success of the community. Below are some examples of events currently provided at other communities that GMS has previously assisted in staffing.

## SUMMER CAMP

Each week features an array of art activities, sports, games and a field trip. Campers are provided a t-shirt, daily snacks and extended care. A similar camp can also be provided during Spring Break.

## FALL FESTIVAL

A fall celebration featuring hayrides, craft tables, carnival games, contests, bounce houses and other activities.

## WINTER CELEBRATION

A holiday celebration including pictures with Santa, trolley rides, holiday decorations, cookies, hot chocolate and coffee.

## KIDS NIGHT OUT/TEEN SCENE

DJ, games, food, drinks and more to entertain kids & teens.

## ICE CREAM SOCIAL

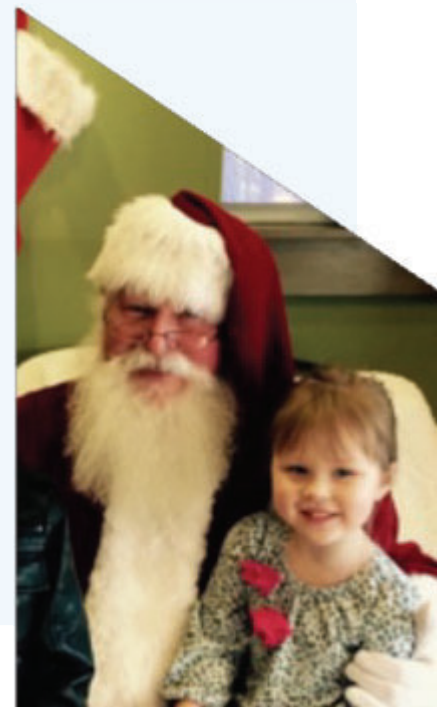
Ice cream and beverages with contests, raffles and games.

## SPRING FLING

An Easter egg hunt, pictures with the Easter bunny and a petting zoo. Bounce house, dunk tank, etc. can also be provided.

## DIVE-IN MOVIE

View a movie by the pool with snacks and beverages while you enjoy the show.





# RFP QUESTIONNAIRE SECTION IV



# **EXPERIENCE QUESTIONNAIRE**

# EXPERIENCE

## QUESTIONNAIRE:

### **A. Name and address of Applicant, and name of the individual designated by the Applicant to serve as District Manager (as required by Section I. E.2 of this Request).**

Applicant Name:

- Governmental Management Services-Tampa, LLC

Applicant Address:

- 4530 Eagle Falls Place, Tampa, Florida 33619

Designated District Manager:

- Brian Young, supported by Managing Partner, Jason Greenwood

### **B. If the Applicant is a corporation or other business entity, please provide the following information:**

1. Date of incorporation or other establishment.

- April 13, 2015

2. State of incorporation or other establishment.

- Florida

3. Names and titles of officers, partners, or other principals of the Applicant.

- Darrin Mossing, GMS President, Founder, and Corporate Manager
- Jason Greenwood, Managing Partner

4. All prior business names of the Applicant, and the dates of operation under prior business names.

- None. The Applicant has operated as Governmental Management Services-Tampa, LLC since its establishment.

5. The names and addresses of all subsidiary or affiliated companies in which the Applicant's principals have a financial interest.

- Governmental Management Services family of companies serving Community Development Districts and other special taxing districts throughout Florida (complete listing available upon request).

6. Number of full-time personnel within the Applicant's organization, listed by job type or description.

- More than 270 full-time and part-time personnel across district management, accounting and financial reporting, assessment administration, administrative and recording services, amenity management, and field operations/maintenance.

# EXPERIENCE

## QUESTIONNAIRE:

**C. List all units of government for which the individual designated by the Applicant to serve as District Manager (as required by Section I. E.2 of this Request) has provided professional administrative or management services, including for each identified unit:**

1. The name of the unit of government.
2. The title held.

Brian Young is the District Manager for the following GMS-Tampa clients:

1. Asturia Community Development District - District Manager.
2. Ballentrae Community Development District - District Manager.
3. Wynnmere West Community Development District - District Manager.
4. Zephyr Ridge Community Development District - District Manager.
5. Ventana Community Development District - District Manager.

Applicant Address:

- 4530 Eagle Falls Place, Tampa, Florida 33619

Designated District Manager:

- Brian Young, supported by Managing Partner, Jason Greenwood

**D. If the Applicant is a corporation or other business entity, list all other units of government, not listed in response to Section IV. C above, for which the Applicant has provided professional administrative or management services, including for each identified unit:**

1. The name of the unit of government.
2. The title held.
3. The name of the individual providing such services.
4. The individual current affiliation with the Applicant.

- Please refer to Table 2.1 "District Management & Client Management Experience Summary" for a comprehensive listing of all Community Development Districts and other governmental units for which GMS provides professional administrative and management services.
- Each listing identifies the unit of government and the services provided
- Professional References , with references set forth on the page immediately preceding Table 2.1.

# REFERENCES

GMS prides itself on the timely delivery of quality services to its clients. As a result, our clients as well as the other CDD industry professionals have come to recognize and appreciate the quality of the services we provide. GMS encourages its prospective clients to call our references and learn what other district supervisors, developers, attorneys, engineers, and financial professionals are saying about us. The following table contains just a few of the clients and professionals who are pleased to serve as our references:

## Glenn Roberts

Chair, Dupree Lakes CDD  
22598 Cherokee Rose Place  
Land O'Lakes, FL 34639  
(502) 741-8013  
[seat4@dupreelakescdd.org](mailto:seat4@dupreelakescdd.org)

## John Ford

Chair, Mirada CDD  
31656 Cabana Rye Avenue  
San Antonio, FL 33576  
(516) 749-2322  
[johninmirada@gmail.com](mailto:johninmirada@gmail.com)

## Kristen Brooks

Chair, Belmont CDD  
10109 Count Fleet Drive  
Ruskin, FL 33573  
(404) 723-1245  
[boardmember5@belmontcdd.com](mailto:boardmember5@belmontcdd.com)

## Susan Coppa

Chair, Asturia CDD  
2220 Secret Cove  
Odessa, FL 33556  
(760) 481-8344  
[susancoppa@asturiacdd.org](mailto:susancoppa@asturiacdd.org)

## Paul Cilia

Chair, Forest Brooke CDD  
5019 Grist Mill Court  
Wimauma, FL 33598  
(813) 419-8115  
[seat3@forestbrookecdd.org](mailto:seat3@forestbrookecdd.org)

## Juan Carlos Reyes

Chair, Ventana CDD  
10906 Sage Canyon Drive  
Riverview, FL 33578  
(813) 546-8493  
[ventanacddboard.seat3@gmail.com](mailto:ventanacddboard.seat3@gmail.com)

# GOVERNMENTAL MANAGEMENT SERVICES

Table 2-1. District Management & Client Management Experience Summary

GMS Client #	GMS Client Name As of 2026-01-05	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
1	Aberdeen	St. Johns	✓	✓	✓		
2	Acacia Grove	Miami-Dade	✓	✓	✓		
3	Academical Village	Broward	✓	✓	✓		✓
4	Acree	Duval	✓	✓	✓		
5	Amelia Concourse	Nassau	✓	✓	✓		✓
6	Amelia Walk	Nassau	✓	✓	✓		✓
7	Anabelle Island	Clay	✓	✓	✓		✓
8	Armstrong	Clay	✓	✓	✓		
9	Astonia	Polk	✓	✓	✓		✓
10	Asturia	Pasco	✓	✓	✓		✓
11	Auburn Lakes	Brevard	✓	✓	✓		
12	Bahia Mar	Broward	✓	✓	✓		
13	Ballentrae Hillsborough	Hillsborough	✓	✓	✓		✓
14	Bannon Lakes	St. Johns	✓	✓	✓		
15	Banyan Drive Security Guard Spec	Miami-Dade	✓	✓			
16	Bartram Park	Duval	✓	✓	✓		
17	Bartram Springs	Duval	✓	✓	✓		✓
18	Bauer Drive	Miami-Dade	✓	✓	✓		
19	Bay Laurel Center	Marion	✓	✓	✓	✓	
20	Baytree	Brevard	✓	✓	✓		✓
21	Baywinds	Miami-Dade	✓	✓	✓		✓
22	Beacon Tradeport	Miami-Dade	✓	✓	✓		
23	Bella Collina	Lake	✓	✓	✓	✓	✓
24	Bella Tara	Osceola	✓	✓	✓		
25	Bellagio	Miami-Dade	✓	✓	✓		
26	Belmont	Hillsborough	✓	✓	✓		✓
27	Bent Creek	St. Lucie	✓	✓	✓		
28	Biscayne Drive Estates	Miami-Dade	✓	✓	✓		
29	Bonita Village	Lee	✓	✓	✓		
30	Bonnet Creek	Orange	✓	✓	✓		✓
31	Botaniko	Broward	✓	✓	✓		
32	Bradbury	Polk	✓	✓	✓		✓
33	Brandy Creek	St. Johns	✓	✓	✓		
34	Bridgewalk	Osceola	✓	✓	✓		✓
35	Bridgewater	Polk	✓	✓	✓		✓
36	By-The-Sea Security Guard Specia	Miami-Dade	✓	✓			
37	Campo Bello	Miami-Dade	✓	✓	✓		
38	Candler Hills East	Marion	✓	✓	✓		
39	Canopy	Leon	✓	✓	✓		✓
40	Capital Region	Leon	✓	✓	✓		
41	Central Lake	Lake	✓	✓	✓	✓	
42	Centre Lake	Miami-Dade	✓	✓	✓		✓
43	ChampionsGate	Osceola	✓	✓	✓		
44	ChampionsGate Condominium Pre	Osceola	✓	✓	✓		
45	ChampionsGate Villas Building 1 C	Osceola	✓	✓	✓		

## CLIENT LISTING



# GOVERNMENTAL MANAGEMENT SERVICES

GMS Client #	GMS Client Name As of 2026-01-05	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
46	Chapel Creek	Pasco	✓	✓	✓		✓
47	Cheswick South	Clay	✓	✓	✓		
48	City of Coral Gables**	Miami-Dade	✓	✓			
49	Coastal Ridge	Duval	✓	✓	✓		
50	Coconut Cay	Miami-Dade	✓	✓	✓		✓
51	Cocoplum Lights	Miami-Dade	✓	✓			
52	Cocoplum Security Roving Special	Miami-Dade	✓	✓			
53	Copper Creek	St. Lucie	✓	✓	✓		✓
54	Copper Oaks	Lee	✓	✓	✓		
55	Coquina Shores	Flagler	✓	✓	✓		
56	Coral Bay	Broward	✓	✓	✓		✓
57	Coral Keys Homes	Miami-Dade	✓	✓	✓		
58	Cordova Palms	St. Johns	✓	✓	✓		✓
59	Country Greens	Lake	✓	✓	✓		✓
60	County Road 33	Polk	✓	✓	✓		
61	Creekside	St. Lucie	✓	✓	✓		
62	Crossings	Osceola	✓	✓	✓		✓
63	Crossroads Village Center	Polk	✓	✓	✓		
64	Crosswinds East	Polk	✓	✓	✓		✓
65	Crosswinds West	Polk	✓	✓	✓		
66	Crystal Cay	Miami-Dade	✓	✓	✓		
67	Cypress Bluff	Duval	✓	✓	✓		
68	Cypress Cove	Broward	✓	✓	✓		✓
69	Cypress Park Estates	Polk	✓	✓	✓		✓
70	Cypress Ridge	Hillsborough	✓	✓	✓		✓
71	Darby	Duval	✓	✓	✓		✓
72	Davenport Road South	Polk	✓	✓	✓		✓
73	Davis Reserve	Polk	✓	✓	✓		✓
74	Deer Island	Lake	✓	✓	✓		✓
75	Deer Run	Flagler	✓	✓	✓		✓
76	Dewey Robbins	Lake	✓	✓	✓		
77	Double Branch	Clay	✓	✓	✓		✓
78	Dowden West	Orange	✓	✓	✓		✓
79	Downtown Doral	Miami-Dade	✓	✓	✓		
80	Downtown Doral South	Miami-Dade	✓	✓	✓		✓
81	Dunes	Flagler	✓	✓	✓		
82	Dupree Lakes	Pasco	✓	✓	✓		✓
83	Durbin Crossings	St. Johns	✓	✓	✓		
84	Eagle Hammock	Polk	✓	✓	✓		✓
85	Eagle Trace	Polk	✓	✓	✓		
86	East 547	Polk	✓	✓	✓		✓
87	Eden Hills	Polk	✓	✓	✓		✓
88	Elevation Pointe	Orange	✓	✓	✓		
89	Enclave At Black Pointe Marina	Miami-Dade	✓	✓	✓		✓
90	Epmore	Miami-Dade	✓	✓	✓		

## CLIENT LISTING



# GOVERNMENTAL MANAGEMENT SERVICES

GMS Client #	GMS Client Name As of 2026-01-05	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
91	Estancia at Wiregrass	Pasco	✓	✓	✓		✓
92	Eureka Grove	Miami-Dade	✓	✓	✓		
93	Falcon Trace	Orange	✓	✓	✓		✓
94	Forest Brooke	Hillsborough	✓	✓	✓		✓
95	Founders Ridge	Lake	✓	✓	✓		
96	Fronterra	Collier	✓	✓	✓		
97	Gardens at Hammock Beach	Flagler	✓	✓	✓		
98	GIR East	Osceola	✓	✓	✓		
99	Golden Gem	Lake	✓	✓	✓		
100	Grand Oaks	St. Johns	✓	✓	✓		✓
101	Grande Pines	Orange	✓	✓	✓		✓
102	Green Corridor	Multiple	✓	✓			
103	Griffin Lakes	Broward	✓	✓	✓		✓
104	Hamilton Bluff	Polk	✓	✓	✓		
105	Hammock Lake Banyan Dr. Security	Miami-Dade	✓	✓			
106	Hammock Lakes Security Guard Station	Miami-Dade	✓	✓			
107	Hammock Oaks Golf and RV Resort	Sumter	✓	✓	✓		✓
108	Hammock Oaks Harbor Security Guard Station	Miami-Dade	✓	✓			
109	Hammock Reserve	Polk	✓	✓	✓		✓
110	Harbor Reserve	Osceola	✓	✓	✓		✓
111	Hartford Terrace	Polk	✓	✓	✓		✓
112	Hemingway Point	Broward	✓	✓	✓		✓
113	Heritage Park	St. Johns	✓	✓	✓		✓
114	Heron Isles	Nassau	✓	✓	✓		
115	Hickory Tree	Osceola	✓	✓	✓		
116	Hicks Ditch	Lake	✓	✓	✓		
117	Hidden Creek	Hillsborough	✓	✓	✓		✓
118	Highland Meadows	Polk	✓	✓	✓		✓
119	Highland Meadows West	Polk	✓	✓	✓		✓
120	Holly Hill Road East	Polk	✓	✓	✓		✓
121	Hollywood Beach 1	Broward	✓	✓	✓		
122	Horseshoe Creek	Polk	✓	✓	✓		
123	Hunt Club Grove	Polk	✓	✓	✓		✓
124	Indigo	Volusia	✓	✓	✓		
125	Indigo East	Marion	✓	✓	✓		
126	Islands of Doral III	Miami-Dade	✓	✓	✓		
127	Isle of Bartram Park	St. Johns	✓	✓	✓		
128	Jennings Farms HOA	Clay	✓				
129	Kepler Road	Volusia	✓	✓	✓		
130	Kingman Gate	Miami-Dade	✓	✓	✓		✓
131	Kings Bay Security Guard Station	Miami-Dade	✓	✓			
132	Knightsbridge	Osceola	✓	✓	✓		✓
133	Lake Ashton	Polk	✓	✓	✓		
134	Lake Ashton II	Polk	✓	✓	✓		
135	Lake Deer	Polk	✓	✓	✓		✓

## CLIENT LISTING



# GOVERNMENTAL MANAGEMENT SERVICES

GMS Client #	GMS Client Name As of 2026-01-05	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
136	Lake Emma	Lake	✓	✓	✓		✓
137	Lake Harris	Lake	✓	✓	✓		✓
138	Lake Lizzie	Osceola	✓	✓	✓		✓
139	Lake Mattie Preserve	Polk	✓	✓	✓		
140	Lakehaven	Lake	✓	✓	✓		✓
141	Lakes by the Bay South	Miami-Dade	✓	✓	✓		✓
142	LakeShore Ranch	Pasco	✓	✓	✓		✓
143	Lakeside Plantation	Sarasota	✓	✓	✓		
144	Landings	Flagler	✓	✓	✓		
145	Landings At Miami Beach	Miami-Dade	✓	✓	✓		
146	Lawson Dunes	Polk	✓	✓	✓		✓
147	Live Oak Lake	Osceola	✓	✓	✓		✓
148	Lucaya	Lee	✓	✓	✓		
149	Lucerne Park	Polk	✓	✓	✓		✓
150	Mainstreet at Coconut Creek	Miami-Dade	✓	✓	✓		
151	Majorca Isles	Miami-Dade	✓	✓	✓		
152	Mayfair	Brevard	✓	✓	✓		
153	McJunkin At Parkland	Broward	✓	✓	✓		
154	Meadowview At Twin Creeks	St. Johns	✓	✓	✓		
155	Mediterranea	Palm Beach	✓	✓	✓		
156	Metropica	Broward	✓	✓	✓		
157	Middle Village	Clay	✓	✓	✓		
158	Mirada (Lee)	Lee	✓	✓	✓		
159	Mirada (Pasco)	Pasco	✓	✓	✓		✓
160	Narcoossee	Orange	✓	✓	✓		✓
161	Newton Road	Miami-Dade	✓	✓	✓		
162	North Boulevard	Polk	✓	✓	✓		✓
163	North Dade	Miami-Dade	✓	✓	✓		
164	North Powerline Road	Polk	✓	✓	✓		✓
165	Northern Riverwalk	Palm Beach	✓	✓	✓		
166	Oakridge	Broward	✓	✓	✓		
167	Ocean Gate	Miami-Dade	✓	✓	✓		
168	Old Cutler Bay Security Guard Spe	Miami-Dade	✓	✓			
169	Old Hickory	Osceola	✓	✓	✓		✓
170	Orchid Grove	Broward	✓	✓	✓		✓
171	Osceola Chain of Lakes	Osceola	✓	✓	✓		✓
172	OTC	Duval	✓	✓	✓		
173	Palm Coast Park	Flagler	✓	✓	✓		
174	Palm Glades	Miami-Dade	✓	✓	✓		✓
175	Palms of Terra Ceia Bay	Manatee	✓	✓	✓		
176	Park Creek	Hillsborough	✓	✓	✓		✓
177	Parkside Trails	Lake	✓	✓	✓		
178	Peace Creek	Polk	✓	✓	✓		✓
179	Peace Creek Village	Polk	✓	✓	✓		✓
180	Pine Air Lakes	Collier	✓	✓	✓		✓

## CLIENT LISTING



GMS Client #	GMS Client Name As of 2026-01-05	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
181	Pine Bay Estates Security Roving &	Miami-Dade	✓	✓			
182	Pine Isles	Miami-Dade	✓	✓	✓		
183	Pine Ridge Plantation	Clay	✓	✓	✓		
184	Poinciana	Polk	✓	✓	✓		✓
185	Poinciana West	Polk	✓	✓	✓		✓
186	Pollard Road	Polk	✓	✓	✓		
187	Portofino Isles	St. Lucie	✓	✓	✓		
188	Portofino Landings	St. Lucie	✓	✓	✓		✓
189	Portofino Shores	St. Lucie	✓	✓	✓		✓
190	Portofino Springs	Lee	✓	✓	✓		
191	Portofino Vineyards	Lee	✓	✓	✓		
192	Portofino Vista	Osceola	✓	✓	✓		
193	Post Oak Ranch	Pasco	✓	✓	✓		
194	Preston Cove	Osceola	✓	✓	✓		✓
195	Princeton Commons	Miami-Dade	✓	✓	✓		
196	Quail Roost	Miami-Dade	✓	✓	✓		✓
197	Radiance	Flagler	✓	✓	✓		
198	Ranches at Lake McLeod	Polk	✓	✓	✓		✓
199	Rancho Grande	Miami-Dade	✓	✓	✓		
200	Randal Park	Orange	✓	✓	✓		✓
201	Randal Park POA *	Orange	✓	✓			
202	Randal Park THOA *	Orange	✓	✓			
203	Randal Walk HOA-	Orange	✓	✓			
204	Remington	Osceola	✓	✓	✓		✓
205	Renaissance	Lee	✓				
206	Reserve	St. Lucie	✓	✓	✓	✓	
207	Residences at Tohoqua Communit	Osceola	✓	✓			
208	Reunion East	Osceola	✓	✓	✓		✓
209	Reunion West	Osceola	✓	✓	✓		✓
210	Rhodine Road North	Hillsborough	✓	✓	✓		✓
211	Ridgecrest	Polk	✓	✓	✓		✓
212	Ridges at Apopka	Orange	✓	✓	✓		✓
213	Ridgewood Trails	Clay	✓	✓	✓		
214	River Place On The St. Lucie	St. Lucie	✓	✓	✓		✓
215	Riverbend	Hillsborough	✓	✓	✓		
216	Rivercrest	Hillsborough	✓	✓	✓		✓
217	Rivers Edge	St. Johns	✓	✓	✓		
218	Rivers Edge II	St. Johns	✓	✓	✓		
219	Rivers Edge III	St. Johns	✓	✓	✓		
220	Riverwalk	Orange	✓	✓	✓		✓
221	Rolling Hills	Clay	✓	✓	✓		
222	Rolling Oaks	Osceola	✓	✓	✓		✓
223	Sabal Palm	Broward	✓	✓	✓		✓
224	Saddle Creek Preserve of PC	Polk	✓	✓	✓		✓
225	Sampson Creek	St. Johns	✓	✓	✓		

## CLIENT LISTING



GMS Client #	GMS Client Name As of 2026-01-05	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
226	San Simeon	Miami-Dade	✓	✓	✓		✓
227	Sand and Silica	Polk	✓	✓	✓		
228	Sandmine Road	Polk	✓	✓	✓		✓
229	Sawyer's Landing	Miami-Dade	✓	✓	✓		
230	Scenic Highway	Polk	✓	✓	✓		✓
231	Scenic Terrace North	Polk	✓	✓	✓		✓
232	Scenic Terrace South	Polk	✓	✓	✓		✓
233	Schaller Preserve	Polk	✓	✓	✓		
234	Seaton Creek Reserve	Duval	✓	✓	✓		✓
235	Sedona Point	Miami-Dade	✓	✓	✓		
236	Seminole Palms	Flagler	✓	✓	✓		
237	Seminole Palms of Flager*	Flagler	✓	✓			
238	Shingle Creek	Osceola	✓	✓	✓		✓
239	Shingle Creek At Bronson	Osceola	✓	✓	✓		✓
240	Shotgun Road	Broward	✓	✓	✓		
241	Siena North	Miami-Dade	✓	✓	✓		
242	Silver Palms	Miami-Dade	✓	✓	✓		
243	Six Mile Creek	Clay	✓	✓	✓		✓
244	Snapper Creek Lakes Security Gua	Miami-Dade	✓	✓			
245	Solterra	Miami-Dade	✓	✓	✓		
246	South Village	Clay	✓	✓	✓		
247	South-Dade Venture	Miami-Dade	✓	✓	✓		
248	St. Augustine Lakes	St. Johns	✓	✓	✓		
249	Stillwater	St. Johns	✓	✓	✓		
250	Stoneybrook South	Osceola	✓	✓	✓		✓
251	Stoneybrook South At CG	Osceola	✓	✓	✓		✓
252	Stoneybrook West	Orange	✓	✓	✓		✓
253	Storey Creek	Osceola	✓	✓	✓		✓
254	Storey Drive	Orange	✓	✓	✓		✓
255	Storey Park	Orange	✓	✓	✓		✓
256	Summit View	Pasco	✓	✓	✓		✓
257	Summit View II	Pasco	✓	✓	✓		
258	Sunrise Harbour Security Guard S	Miami-Dade	✓	✓			
259	Talis Park	Collier	✓	✓	✓		✓
260	Tapestry	Osceola	✓	✓	✓		✓
261	Terra Bella	Pasco	✓	✓	✓		✓
262	Tesoro	St. Lucie	✓	✓	✓		✓
263	The Crossings At Fleming Island	Clay	✓	✓	✓	✓	
264	TIFA	Brevard	✓	✓	✓		
265	Tison's Landing	Duval	✓	✓	✓		
266	Tohoqua	Osceola	✓	✓	✓		✓
267	Tohoqua Crossings Townhomes H	Osceola	✓	✓			
268	Tohoqua Master Association *	Osceola	✓	✓			
269	Tohoqua Reserve *	Osceola	✓	✓			
270	Tolomato	St. Johns	✓	✓	✓		

## CLIENT LISTING

# GOVERNMENTAL MANAGEMENT SERVICES

GMS Client #	GMS Client Name As of 2026-01-05	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
271	Towne Park	Polk	✓	✓	✓		✓
272	Townhomes at Tohoqua *	Osceola	✓	✓			
273	Tranquility	Brevard	✓	✓	✓		
274	Turnbull Creek	St. Johns	✓	✓	✓		
275	Turtle Run	Broward	✓	✓	✓		✓
276	Valencia Water Control District	Orange	✓	✓	✓		
277	Ventana	Hillsborough	✓	✓	✓		✓
278	Veranda Landing	St. Lucie	✓	✓	✓		
279	Verano #1	St. Lucie	✓	✓	✓		
280	Verano #2	St. Lucie	✓	✓	✓		✓
281	Verano #3	St. Lucie	✓	✓	✓		✓
282	Verano #4	St. Lucie	✓	✓	✓		
283	Verano #5	St. Lucie	✓	✓	✓		
284	Verano Center	St. Lucie	✓	✓	✓		
285	Viera East	Brevard	✓	✓	✓		
286	Villa Portofino East	Miami-Dade	✓	✓	✓		
287	Villa Portofino West	Miami-Dade	✓	✓	✓		
288	Villages of Biscayne Park**	Miami-Dade	✓	✓			
289	Villages of Bloomingdale	Hillsborough	✓	✓	✓		✓
290	Villamar	Polk	✓	✓	✓		✓
291	Water Tank Road	Polk	✓	✓	✓		
292	Water's Edge	Manatee	✓	✓	✓		✓
293	Waterford Estates	Charlotte	✓	✓	✓		
294	Waterleaf	Hillsborough	✓	✓	✓		
295	Waterlin Stewardship District	Osceola	✓	✓	✓		✓
296	Waterstone	St. Lucie	✓	✓	✓		✓
297	Weiberg Road	Polk	✓	✓	✓		
298	Wellness Ridge	Lake	✓	✓	✓		✓
299	Westside	Osceola	✓	✓	✓		✓
300	Westside Haines City	Polk	✓	✓	✓		
301	Westview North	Miami-Dade	✓	✓	✓		✓
302	Westwood OCC	Orange	✓	✓	✓		
303	White Clay	Polk	✓	✓	✓		
304	Wilford Preserve	Clay	✓	✓	✓		✓
305	Willow Creek	Brevard	✓	✓	✓		✓
306	Willow Creek II	Brevard	✓	✓	✓		
307	Willowbrook	Polk	✓	✓	✓		
308	Wind Meadows South	Polk	✓	✓	✓		✓
309	Windsor at Westside	Osceola	✓	✓	✓		✓
310	Windsor Cay	Lake	✓	✓	✓		✓
311	Windward	Osceola	✓	✓	✓		✓
312	Woodland Crossing	Sumter	✓	✓	✓		
313	Woodland Ranch Estates	Polk	✓	✓	✓		
314	Woodlands Section 9	Broward	✓	✓	✓		
315	Wynnfield Lakes	Duval	✓	✓	✓		

## CLIENT LISTING



# GOVERNMENTAL MANAGEMENT SERVICES

GMS Client #	GMS Client Name As of 2026-01-05	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
316	Wynnmere West	Hillsborough	✓	✓	✓		✓
317	Yarborough Lane	Polk	✓	✓	✓		
318	Zephyr Ridge	Pasco	✓	✓	✓		✓
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## CLIENT LISTING



# TO THE BOARD OF SUPERVISORS OF THE **South Bay CDD**



SERVING  
FLORIDA'S  
COMMUNITIES



**Address:**  
4530 Eagle Falls Place  
Tampa, FL 33619



**Direct Phone Line:**  
(865) 603-5101



**Darrin Mossing, GMS President:**  
[DMOSSING@GMSTNN.COM](mailto:DMOSSING@GMSTNN.COM)

**RESOLUTION 2026-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING COMPENSATION OF THE DISTRICT MANAGER, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the South Bay Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

WHEREAS, the District must employ and fix the compensation of a District Manager; and

WHEREAS, the Board desires to appoint a District Manager and to provide compensation for their services.

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

Section 1. The District Manager, Governmental Management Services, Tampa - LLC, is hereby appointed effective April 10, 2026, and shall be compensated for their services pursuant to the agreement attached hereto as Exhibit A, which is hereby approved. This authorization shall be continuing in nature until revoked by the District.

Section 2. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 8<sup>TH</sup> DAY OF APRIL, 2026.**

**SOUTH BAY COMMUNITY  
DEVELOPMENT DISTRICT**

**ATTEST:**

\_\_\_\_\_  
Secretary / Asst. Secretary

\_\_\_\_\_  
Chairman

**RESOLUTION 2026-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE DISTRICT’S OPERATING BANK ACCOUNT(S), AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, South Bay Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Hillsborough County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (the “Board”) previously adopted a resolution appointing certain employees of the District management company as officers of the District to perform services on behalf of the District; and

**WHEREAS**, the Board desires to designate new authorized officers for the District’s accounts.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD:**

1. **Incorporation of Recitals.** The above recitals are true and correct and by this reference are incorporated into and form a material part of this resolution.
2. **Additional Authorized Officers for District Accounts.** As District officers, Brian Young (Secretary & Treasurer), Leah Popelka (Assistant Treasurer), Darrin Mossing (Assistant Treasurer), Jason Greenwood (Assistant Treasurer & Assistant Secretary) and Hannah Greenwood (Assistant Treasurer) are authorized to administer the District’s accounts, as soon as practical and effective April 10, 2026.
3. **Expiration for Previous Authorized Officers for District Accounts** All previous signers on the District’s accounts will be automatically removed effective as of April 10, 2026.
4. **Conflicts.** Resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.
5. **Effective Date.** This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 8<sup>th</sup> DAY OF APRIL, 2026.**

**ATTEST**

**SOUTH BAY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman

**RESOLUTION 2026-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, South Bay Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to redesignate the Officers of the District.

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

Section 1. Effective April 10, 2026:

Brian Young is appointed Secretary & Treasurer.

Jason Greenwood is appointed Assistant Secretary & Assistant Treasurer.

Leah Popelka is appointed Assistant Treasurer.

Hannah Greenwood is appointed Assistant Treasurer.

Darrin Mossing is appointed Assistant Treasurer.

Amanda Ferguson is appointed Assistant Secretary.

Nicole Viverito is appointed Assistant Secretary.

Section 2. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 8TH DAY OF APRIL, 2026.**

**ATTEST:**

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary / Assistant Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman, Board of Supervisors

**RESOLUTION 2026-05**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE OF THE DISTRICT; DESIGNATING THE PRINCIPAL HEADQUARTERS OF THE DISTRICT; DIRECTING THE DISTRICT MANAGER TO PERFORM CERTAIN ACTIONS AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the South Bay Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Hillsborough County, Florida; and

**WHEREAS**, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

**WHEREAS**, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DISTRICT:**

**Section 1.** The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 4530 Eagle Falls Place, Tampa, FL 33619.

**Section 2.** The District’s principal headquarters for purposes of establishing proper venue shall be located at 4530 Eagle Falls Place, Tampa, FL 33619.

**Section 3.** The District Manager is hereby directed to post this information on the District website and prominently post the contact information for the District’s custodian of public records in the agency’s primary administrative building

**Section 4.** This Resolution shall take effect April 10, 2026.

**PASSED AND ADOPTED THIS 8<sup>th</sup> DAY OF APRIL, 2026.**

**ATTEST**

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman

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

1 The regular meeting of the Board of Supervisors of the South Bay Community Development  
2 District was held on Wednesday, March 11, 2026, at 1:00 p.m. at the Little Harbor POA Meeting  
3 Room, 611 Destiny Dr, Ruskin, Florida 33570.

4  
5 Present and constituting a quorum were:

- |                   |                     |
|-------------------|---------------------|
| 6 Ian Brown       | Chairperson         |
| 7 Scott Campbell  | Vice Chairperson    |
| 8 Stephen Herrera | Assistant Secretary |
| 9 Mary Madden     | Assistant Secretary |
| 10 John Aldrich   | Assistant Secretary |

11  
12 Also present, either in person or via Teams Communications, were:

- |  |                  |
|--|------------------|
| 13 Christina Newsome                   | District Manager |
| 14 David Smith                         | District Counsel |
| 15 Residents and Members of the Public |                  |

16  
17 *This is not a certified or verbatim transcript but rather represents the context and summary of the*  
18 *meeting. The full meeting is available in audio format upon request. Contact the District Office*  
19 *for any related costs for an audio copy.*  
20

21 **FIRST ORDER OF BUSINESS** **Call to Order and Roll Call**

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

23  
24 **SECOND ORDER OF BUSINESS** **Approval of Agenda**

25 The February 11, 2026, meeting agenda was approved.

26  
27 **THIRD ORDER OF BUSINESS** **Audience Comments**

28 There were several comments made by members of the audience.

29 **FOURTH ORDER OF BUSINESS** **Staff Report**

30 **A. District Accountant**

- 31 **i. Review of Financial Statements**
- 32 **ii. Acceptance of Check Register**

33 The Board discussed water usage and the condition of the well.

34 **B. Landscape Report**

- 35 **i. Consideration of Searles Landscape Beautification Proposal**

36 The Board requested a proposal from Russell Landscape for landscape enhancements.

37

38 On MOTION by Ms. Madden, seconded by Mr. Brown, with all in  
39 favor, direction was given to Russell Landscape to provide  
40 landscape enhancement options with a not-to-exceed amount of  
41 \$13,250. (5-0)

South Bay CDD  
March 11, 2026

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Mr. Bylanski suggested having the County review the area owned by Hillsborough. Discussion ensued regarding potential increases to CDD fees associated with funding landscape enhancements.

**ii. Consideration of Russell Landscape Seasonal Color for Guard House Proposal**

On MOTION by Ms. Madden, seconded by Mr. Aldrich, with all in favor, the Board approved design option 2. (5-0)

Mr. Vincent discussed the removal of palms and a proposal in the amount of \$3,600. Discussion ensued.

**C. District Engineer**

- i. Update on Buoy Permit**
- ii. Update on Lennar Turnover**
- iii. Update on Seawall**

Mr. Bylanski presented his report to the Board.

On MOTION by Mr. Brown, seconded by Mr. Aldrich, with all in favor, Change Order #80398, including crushed shell and filter cloth with a one-year warranty, was approved. (5-0)

Mr. Bylanski also noted that care should be taken not to anchor the buoy with material that may rust.

**D. District Counsel**

Mr. Smith provided an update to the Board.

**E. District Manager**

Ms. Newsome presented a proposal from J MAC.

On MOTION by Ms. Madden, seconded by Mr. Aldrich, with all in favor, JMAC timber wall barrier installation and a new beach post and rope barrier proposal, with a not-to-exceed amount of \$5,5000 was approved. (5-0)

**FIFTH ORDER OF BUSINESS Business Items**

**E. Consideration of Resolution 2026-02, General Election**

On MOTION by Mr. Brown, seconded by Mr. Aldrich, with all in favor, Resolution 2026-02, General Election was adopted as amended. 5-0

South Bay CDD  
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82 **B. Consideration of Responses for District Management Services RFP**

83 Discussion ensued, and the Board reviewed the proposals submitted. The Board decided to  
84 move forward with GMS, with the new management company to begin services at the April  
85 meeting.

86 On MOTION by Mr. Brown, seconded by Ms. Madden, with all in  
87 favor, the Board approved hiring GMS for District management  
88 services. (5-0)

89  
90 Discussion ensued regarding seawalls once construction is complete.

91 The Board also discussed sidewalks being added throughout the community to add more safety  
92 for residents.

93 A request was made by the Antigua Cove Homeowners Association to coordinate with the  
94 CDD on Landscaping Enhancement/Beautification of the Antigua Cove Community Entrance to  
95 improve the overall appearance. The request includes a potential contribution of \$13,500 from the  
96 CDD. It was noted that similar efforts and contributions in the past.

97 **F. Consideration of Stephen Herrera’s Resignation Letter**

98  
99 On MOTION by Mr. Brown, seconded by Ms. Madden, with all in  
100 favor, the Board accepted the resignation for Seat 1. (4-0)

101  
102 **C. Consideration of Resumes**

103  
104 On MOTION by Mr. Brown, seconded by Ms. Madden, with all in  
105 favor, the Board appointed Logan Anglewicz to Seat 1. (4-0)

106  
107 **A. Discussion of ASOLO Submittal Parcel I**

108 Discussion ensued between the Board, District Counsel, and ASOLO regarding the dock  
109 piping installed, permitting requirements, and overall process. It was noted that permitting is  
110 currently being pursued for Parcel I, and efforts are being made to ensure there are no protected  
111 lands or environmental concerns.

112 It was further noted that an easement will not be granted if permitting is not approved.  
113 Additional discussion included agency permitting requirements and grading concerns. The pier is  
114 anticipated to begin between approximately 7 feet to 9 feet.

115 A motion was made to approve the item subject to revised language to require the starting point  
116 at 9 feet; however, the motion failed for lack of a second.

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On MOTION by Mr. Brown, seconded by Ms. Madden, with all in favor, the item was tabled to the April meeting. (5-0)

ASOLO noted that this process has been ongoing since August 2025.

**SIXTH ORDER OF BUSINESS** **Business Administration**  
**A. Consideration of Minutes from the Meeting held February 11, 2026**

On MOTION by Mr. Brown, seconded by Mr. Aldrich, with all in favor, the February 11, 2026 minutes were approved. 5-0

**SEVENTH ORDER OF BUSINESS** **Supervisors' Requests**

Ms. Madden discussed moving the meeting time.

Mr. Aldrich noted that bond debt has been reduced and referenced Mr. Inguanzo regarding the update.

Discussion ensued regarding lighting at Antigua Cove for land not yet conveyed to the CDD. Mr. Smith will look into the issue. It was noted that Mr. Fancy provided background on the streetlights, and that Lennar has not responded in over two years. It was also noted that the licensing was originally executed by the developer.

Discussion also included parking concerns at Suntide, including free parking on Valentine's Day.

Mr. Brylanski provided an easement update and noted that the easement remains in effect.

On MOTION by Ms. Madden, seconded by Mr. Brown, with all in favor, the Board accepted Mr. Herrera's resignation. 5-0

**EIGHTH ORDER OF BUSINESS** **Audience Comments**

A resident noted that ASOLO stated there are no easements on Parcels K and N, and that the beach access easement agreement applies to Parcel I.

It was also noted that work was performed outside of the knowledge of the District Engineer. Discussion ensued.

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

On MOTION by Mr. Aldrich, seconded by Ms. Madden, with all in favor, the meeting was adjourned at 3:40 p.m. 5-0

**South Bay CDD**  
**March 11, 2026**

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Secretary / Assistant Secretary

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Chairperson / Vice Chairperson