



# South Bay Community Development District

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Ian Brown, Chair

Scott H. Campbell, Vice Chair

Mary Madden, Assistant Secretary

John Aldrich, Assistant Secretary

Logan Anglewicz, Assistant Secretary

May 13, 2026

# AGENDA

**South Bay Community Development District**  
**AGENDA**

Seat 5: Ian Brown - C	
Seat 4: Scott H. Campbell - VC	
Seat 3: John Aldrich - AS	
Seat 2: Mary Madden - AS	
Seat 1: Logan Anglewicz - AS	

Wednesday  
May 13, 2026  
1:00 p.m.

Little Harbor POA Clubhouse  
611 Destiny Drive  
Ruskin, FL 33570

Zoom Link: <https://us06web.zoom.us/j/8260385621>  
Meeting ID: 826 038 5621  
Passcode: dS3D6Q  
Zoom Phone #: (305) 224-1968

**Board of Supervisors Meeting**

- I. Call to Order & Roll Call
- II. Approval of Agenda
- III. Audience Comments *(limited to three (3) minutes per individual on agenda items)*
- IV. Staff Reports
  - A. Landscape Manager
  - B. District Engineer
  - C. District Counsel
  - D. District Manager
    1. Discussion of District Transition Checklist *(To be Provided Under Separate Cover)*
    2. Discussion of Elections
- V. Consideration of Proposals for District Counsel Services *(Provided Under Separate Cover on 4/24/2026)*
  - A. Kilinski Van Wyk, PLLC
  - B. Kutak Rock LLP
  - C. Straley Robin Vericker
  - D. Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
  - E. Nason, Yeager, Gerson, Harris & Fumero, P.A.
- VI. Business Administration
  - A. Approval of Minutes of the April 8, 2026 Meeting *(To Be Provided Under Separate Cover)*
  - B. Approval of Special Counsel Services Agreement with GrayRobinson, P.A.

- C. Appointment of Audit Committee
- D. Number of Registered Voters in District - 572
- E. Discussion of Election Qualifying Period
- F. Discussion of July 1, 2026 Form 1 Filing Deadline
- VII. Supervisors' Requests
- VIII. Audience Comments - *(limited to three (3) minutes per individual)*
- IX. Next Regularly Scheduled Board Meeting is Wednesday, June 10, 2026, at 1:00 p.m. at the Little Harbor POA Clubhouse, 611 Destiny Drive, Ruskin, FL 33570
- X. Adjournment

***Meetings are open to the public and may be continued to a time, date, and place certain. For more information regarding this CDD please visit the website: [sbaycdd.org](http://sbaycdd.org)***

# SECTION VI

# SECTION B

May 13, 2026

## VIA PDF EMAIL ONLY

Board of Trustees, South Bay Community Development District  
c/o GMS as District Manager  
4530 Eagle Falls Place  
Tampa, FL 33619  
[nviverito@gms-tampa.com](mailto:nviverito@gms-tampa.com)  
[byoung@gms-tampa.com](mailto:byoung@gms-tampa.com)

*Re: Engagement Letter for Special Counsel Services to South Bay CDD*

Dear Board Members:

We are pleased that you have asked GrayRobinson, P.A. (Firm) to continue to serve as special counsel to the South Bay Community Development District (the CDD). We appreciate the confidence you have placed in our firm, and we look forward to continuing to working with you.

It has been our experience that things go more smoothly if both our client and we have a clear understanding in writing of the scope of the engagement and the role we have agreed to play. Consequently, our representation is limited to the matter as described below. This engagement letter will also govern all subsequent matters in which we may become involved on your behalf unless a separate arrangement is made that differs materially from the terms of this engagement letter.

### **Scope of Representation:**

**The scope of our engagement will be to provide on-going legal advice and services to CDD upon request. We will confirm each request with you in writing by email to the above address. Our initial scope will be to provide legal advice and guidance through the CDD's transition of its general counsel services. However, this engagement does not include any representation in litigation. Representation in litigation, should any be requested, will be covered by separate written agreement.**

### **Billing, Fees and Expenses:**

Our Firm will charge for our professional services on an hourly basis at the rate of \$350.00 for attorneys and \$225.00 for paralegals. These rates are substantially discounted from our standard hourly rates. I will perform most of the legal work on this matter, along with Kristen Gray. However, we may utilize other

members of our Firm whenever, in our discretion, we deem it appropriate. If requested, we will be glad to provide you with a schedule of rates presently in effect for all individuals performing work on this matter. These rates will not exceed the amounts stated above. Additionally, these rates are based on primarily remote appearances via communications media technology (i.e. by zoom, teams, or telephone). Finally, our professional hourly rates will automatically increase on October 1 of each year by the change in consumer price index for all urban consumers for Tampa-St. Petersburg-Clearwater as of August of that year. When appropriate, we may charge a flat fee or premium for opinion memoranda issued in connection with a transaction. These fees will be disclosed in advance.

In addition to our professional services, we will bill the CDD for all disbursements and out-of-pocket expenses made or incurred. These typically include such items as document reproduction, travel expenses, long distance telephone calls, mailing charges, facsimile charges, messenger services and filing or recording fees. We may also use computerized research or other technology services, including generative technology services, to assist in handling your matters. Those services will be used when we believe that it is appropriate to do so. Expenses incurred or advanced on your behalf will be itemized on our billing invoice. Please note, if we anticipate that substantial expenses will be incurred, we will require that you pay the vendor directly and/or we may require a deposit from you in order to cover such expenses.

You will be billed periodically, usually monthly for the time incurred in the prior month. We are happy to discuss our billing invoice with you at any time and will welcome the opportunity to address any questions you may have. In the event you should disagree with or question any amount, you agree to communicate such disagreement or question to us, in writing, within thirty (30) days of the invoice date. Any disagreement you may have with a bill that is not communicated to us within that period shall be deemed waived.

### **Retainers**

Because of our good relationship with the CDD, we will not request an advance retainer for professional fees and/or costs associated with this matter.

### **Dispute Resolution**

Should there arise any dispute concerning fees and costs earned and owed to the Firm and, if it becomes necessary for this Firm to retain an attorney or otherwise utilize the Firm's own attorneys to collect such fees and costs, the prevailing party to such dispute will be entitled to recover its attorney's fees, costs and expenses necessarily incurred. In addition, the CDD and the Firm each hereby waive any right to a jury trial for any controversy, dispute or claim arising out of or related to this Firm's representation of the CDD and/or this Agreement.

### **Advance Waiver**

Because of the relatively large size of our Firm and our representation of many other clients, it is possible that one or more of our present or future clients have or will have matters adverse to the CDD. Our acceptance of your current representation will preclude us from accepting future representations adverse to the CDD which involve matters substantially related to the work we perform in the course of this engagement. However, as a condition to our undertaking the representation described in this letter, each agrees that our

acceptance of this engagement shall not preclude us from representing other clients who may have interests adverse to the CDD with respect to matters not substantially related to the specific matter or matters for which you have engaged our services.

We agree, however, that your consent to, and waiver of, such representation shall not apply in any instance where, as a result of our representation of the CDD, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to a material or potential material disadvantage to the CDD. We further agree that we would not pursue any litigation against the CDD as part of this limited waiver.

### **No Representation of Corporate Affiliates**

This will also confirm that unless we reach an explicit understanding to the contrary, we are being engaged by and will represent the CDD, and that we are not being engaged to represent any of your parent companies, subsidiaries, affiliated entities, officers, directors, members, partners, shareholders or employees (individually).

### **Termination**

Unless previously terminated, our representation will terminate as follows: (1) if this is the only matter in which we represent the CDD, our representation will terminate upon our sending our final invoice for services rendered in this matter; and (2) if we represent the CDD in more than one matter, our representation of each matter will terminate upon sending the final invoice for that matter, and the attorney-client relationship will terminate completely (absent any new or subsequent engagements) upon our sending the final invoice in the last open matter.

### **Client Review**

I am happy to answer any questions you may have regarding this engagement agreement. Likewise, you have the right to have this agreement reviewed by an outside party or other professional prior to signing. You understand that the Firm is not engaged until the signed original engagement agreement is returned to us.

### **Generative AI Disclosure**

As part of our commitment to providing efficient and high-quality legal services, GrayRobinson may use advanced technologies, including generative artificial intelligence (AI), to assist in legal research, document drafting, and other related tasks. The use of such technologies is supervised by our qualified attorneys and is intended to enhance, not replace, the legal judgment and expertise that we bring to your case.

Please be advised of the following:

- **Human Oversight:** All work products generated by AI tools are carefully reviewed and validated by licensed attorneys in our firm. We do not rely on AI-generated content without human oversight.

- **Confidentiality:** We take your privacy and confidentiality seriously. Any information shared with or processed by AI tools is subject to the same rigorous confidentiality and data protection standards as all other information handled by our firm.
- **Limitations of AI:** While AI tools can assist in streamlining certain processes, they are not infallible. The final responsibility for the accuracy, relevance, and appropriateness of any legal advice, document, or strategy rests with our attorneys.
- **Client Consent:** By engaging our services, you acknowledge and consent to the use of generative AI tools as part of our legal services. If you have any concerns about the use of AI in your case, please inform us, and we will discuss alternative approaches to meet your needs.

**Entire Agreement**

These terms, and the attached Additional Understanding Regarding Representation, which are incorporated by reference, constitute our entire Agreement for the representation of the CDD. There are no other arrangements or agreements regarding our representation of you which are not expressed in this Agreement. Any modification of the Agreement must be in writing, by mail, fax or e-mail. The Agreement is binding on you and on the Firm, and the respective legal representatives and successors of each.

If the terms of this engagement as set forth in this letter meet with your approval, please indicate by signing this letter in the space provided below, and returning a copy to our offices.

We appreciate the confidence and trust you have placed in us as your special counsel, and I encourage you to communicate with me if at any time you have questions on the status or progress of your matters. I look forward to working with you and your staff on any matters you deem appropriate. If you have any questions, please do not hesitate to contact me.

Best regards,

/s/Nikki Day

Nikki C. Day, B.C.S.  
GrayRobinson, P.A.

Enclosures

The terms of this representation are accepted  
this \_\_\_\_\_ day of \_\_\_\_\_, 2026

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**

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

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

Date: \_\_\_\_\_

Attached:     Additional Understanding Regarding Representation  
                  Privacy Policy



## **Additional Understanding Regarding Representation**

### **Payment of Invoices**

In the event that our invoices are not timely paid, or that payment terms satisfactory to us are not established, we reserve the right to renegotiate the terms of this engagement and/or to pursue our other remedies, including the right to charge you interest of 1½% per month for any invoice which has not been paid within 30 days of the date the invoice is mailed or emailed to you. We also reserve the right to withdraw as your counsel in the event you fail to honor your agreement with respect to our legal fees or for any just reason as permitted or required under the Florida Code of Professional Responsibility or as permitted by the rules of courts of the State of Florida. In the event of our withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal.

### **Electronic Data**

This will serve as our disclosure that the Firm does presently and will continue to maintain confidential and privileged information in electronic form. This practice will be followed in our work on this matter. The Firm does take measures that it understands to be reasonable and consistent with current business practices to protect that information.

### **Outcome or Result**

We will strive to do our best to meet your needs in this and other any matter we subsequently undertake for you. Either at the commencement, or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any attorney, consultant or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee. We cannot and do not make any representations, warranties or guarantees concerning the outcome of this or any representation we undertake. We will give you our best advice, render opinions, and seek to obtain the desired result. In this regard, it is most important that we communicate regularly.

### **File Retention**

Following the termination of the representation/engagement, any otherwise nonpublic information you have supplied to the Firm (unless previously removed or destroyed by specific request) will be retained by us and kept confidential in accordance with applicable rules of professional conduct, and the Firm reserves the right to send such materials to off-site storage at any time. Any retrieval of material once the file is closed may incur an expense for which you will be responsible. The Firm's retention policy provides that we retain stored and closed files for a period of ten (10) years after which they may be destroyed. Thus, if there are any documents which you need from those we possess, we recommend that you obtain them at the conclusion of our work on this matter. Failure to do so will waive and indemnify the Firm from any liability for the destruction of materials.

South Bay Community Development District

May 13, 2026

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Nothing contained herein shall be construed in conflict with the Prompt Payment Act, section 218.70 et. seq., Florida Statutes, nor section 119.0701, Florida Statutes, as each may be amended from time to time. It is the intent of the parties for the Firm to provide legal advice to the CDD, not to act as an agent on its behalf. However, the Firm will comply with all provisions of section 119.011(2), Florida Statutes, as may be applicable.

**IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone number:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Mailing address:** \_\_\_\_\_

#67009240 v1

# SECTION D



Craig Latimer  
Supervisor of Elections

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

GOVERNOR'S STERLING  
AWARD RECIPIENT

April 20, 2026

To whom it may concern,

As per F.S. 190.006, you'll find the number of qualified registered electors for your Community Development District as of April 15, 2026, listed below.

Community Development District	Number of Registered Electors
South Bay CDD	572

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

Please note it is the responsibility of each district to keep our office updated with current district information. If you have any questions, please do not hesitate to contact me at (813) 367-8829 or [pthomas@votehillsborough.gov](mailto:pthomas@votehillsborough.gov).

Respectfully,

Patricia "Patti" Thomas  
Administrative Assistant/Candidate Services



# SECTION E

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES  
FOR THE BOARD OF SUPERVISORS OF THE  
SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the South Bay Community Development District (“District”) will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the Hillsborough County Supervisor of Elections located at Hillsborough County Supervisor of Elections, 2514 N. Faulkenburg Rd., Tampa, FL 33619; Ph: (813) 367-8835. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Hillsborough County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The South Bay Community Development District has **two (2) seats up for election, specifically seats 2, and 4.** Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

For additional information, please contact the Hillsborough County Supervisor of Elections.