



South Bay Community Development District

Ian Brown, Chair

Scott H. Campbell, Vice Chair

Mary Madden, Assistant Secretary

John Aldrich, Assistant Secretary

Logan Anglewicz, Assistant Secretary

June 10, 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
June 10, 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

Audit Committee Meeting

- I. Call to Order & Roll Call
- II. Selection of Audit Evaluation Criteria
- III. Adjournment

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
 1. Report
 2. Consideration of Russell Landscape Proposal for Palm Trimming
 3. Consideration of Russell Landscape Proposal for Royal Palm & Stump Removal
 4. Consideration of Russell Landscape Proposal for Mulch
 5. Consideration of Russell Landscape Proposal for Mulch Removal
 6. Ratification of Russell Landscape Proposal for Irrigation Repairs
 - B. District Engineer
 - C. District Counsel
 1. Consideration of Kutak Rock's Fee Agreement
 2. Consideration/Ratification of Cost Sharing Agreement between the HOA & CDD

- D. POA
- E. District Manager
 - 1. Discussion of District Transition Checklist *(To be Provided Under Separate Cover)*
- V. Business Administration
 - A. Approval of Minutes of the May 13, 2026 Meeting
 - B. Consideration of Resolution 2026-06 Approving the Proposed Fiscal Year 2027 Budget & Setting a Public Hearing *(Budget to be Provided Under Separate Cover)*
 - C. Discussion of Resolution 2026-02 2026 General Election
 - D. Consideration of Resolution 2026-07 Redesignating Board Seats
 - E. Consideration of Resolution 2026-08 Redesignating Registered Agent
 - F. Consideration/Ratification of Special Counsel Services Agreement with GrayRobinson, P.A.
 - G. Discussion of the Little Harbor Seawall Maintenance Program
 - H. Report of the Audit Committee
- VI. Supervisors' Requests
- VII. Closed Session *(Private Discussion Exempt from Sunshine and Public Record Laws)*
- VIII. Audience Comments - *(limited to three (3) minutes per individual)*
- IX. Next Regularly Scheduled Board Meeting is Wednesday, July 8, 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

AUDIT COMMITTEE MEETING

SECTION II

**BOARD OF
SUPERVISOR'S
MEETING**

SECTION IV

SECTION A

SECTION 1



South Bay CDD

Monthly Landscape Maintenance Report

Reporting Period: May 2026

Prepared By: Jason Alzamora

Monthly Maintenance Summary

Maintenance Category	Status	Comments	
Turf Mowing	Completed	All scheduled turf areas throughout the community were mowed in accordance with maintenance standards. Grass heights were maintained appropriately, and clippings were dispersed as needed.	
String Trimming	Completed	All turf edges, fence lines, sign areas, tree rings, and hard-to-reach locations were trimmed to maintain a clean and uniform appearance.	
Edging	Completed	Curbs, sidewalks, pathways, and landscape bed perimeters were edged to provide a neat and well-defined appearance.	
Weed Control	Completed	Landscape beds and common areas were inspected and weeded as necessary to maintain acceptable aesthetic standards.	
Mulching	Completed (Additional Service Due to Overlap)	Certain landscape bed areas received additional mulch coverage due to an overlap in scheduled operations. This resulted in enhanced bed appearance and weed suppression and does not present any operational or budget concern.	
Landscape Bed Maintenance	Completed	Landscape beds were inspected and maintained, including debris removal and general cleanup.	
General Site Appearance	Satisfactory	Common areas are being maintained in good condition and continue to present a clean, professional appearance throughout the district.	
Area of Concern	Observation	Action Taken	Current Status

Maintenance Category	Status	Comments	
	<p>A significant portion of the turf throughout the affected areas has experienced prolonged drought stress due to irrigation deficiencies.</p>		
Irrigation-Affected Turf Areas	<p>Large sections of sod have turned yellow and exhibit signs of severe decline. In several</p>	<p>Proposals and recommendations have been submitted outlining necessary irrigation repairs and corrective measures. Sent on 5/20/26</p>	<p>Awaiting direction and authorization from South Bay CDD regarding recommended repairs and restoration efforts.</p>
	<p>locations, the turf may have suffered permanent damage and could require replacement once irrigation functionality is restored.</p>		
	<p>The Awabuki hedge located along South Bay CDD has been severely impacted by the ongoing irrigation issues.</p>		
Awabuki Hedge Decline	<p>Widespread wilting, leaf stress, and canopy decline have been observed</p>	<p>The irrigation issue affecting the hedge has been documented and included in submitted repair proposals. Recommendations have been provided to restore irrigation coverage and evaluate plant recovery once adequate moisture levels are re-established.</p>	<p>Awaiting further instruction and approval to proceed with irrigation repairs and any necessary replacement recommendations following reassessment.</p>
	<p>throughout the hedge row. Continued lack of adequate irrigation may result in</p>		

Maintenance Category	Status	Comments	
	permanent damage, branch dieback, and potential plant loss if corrective action is delayed.		

Additional Notes

Russell Landscape has continued to perform all scheduled maintenance services, including mowing, trimming, edging, weed control, and landscape bed maintenance. However, the health and appearance of both the turf and Awabuki hedge remain directly impacted by irrigation deficiencies that are beyond the scope of routine maintenance operations.

The decline observed in these areas is consistent with inadequate irrigation coverage and extended moisture stress. Prompt corrective action is recommended to minimize additional plant loss and reduce future restoration costs.

Supporting Field Observations

Recent site inspections confirmed that routine maintenance operations have been completed throughout the property. Additionally, several landscape bed areas received fresh mulch coverage, improving overall appearance and helping suppress weed growth. Photographic documentation also reflects maintained turf areas, edged landscape beds, and mulched sections within the community.

Conclusion

Routine landscape maintenance services for the reporting period have been completed, including mowing, trimming, edging, weed control, and general landscape bed maintenance. The primary outstanding issue remains the irrigation-related turf decline affecting a substantial portion of the property. Corrective proposals have been provided, and we are currently awaiting further instruction and authorization before proceeding with recommended repairs.

See Pictures Below









SECTION 2



Proposal 55-65-1

Contract Number: 55-0299-00

Date: April 21, 2026

Job Name: South Bay CDD- Sabal Palm Trimming

Job Address: 611 Destiny Dr

Ruskin FL 33570

Contact: Christina Newsome

SCOPE OF WORK

Scope of work, this service includes standard Palm trimming for optimal health and appearance, removal of dead or hazardous limbs, crown cleaning, and clearance pruning as needed. Our team follows industry best practices to ensure proper care and clean-up of all debris.

DESCRIPTION	SIZE	QTY	UNIT PRICE	TOTAL
<p>Sabal Palm Trimming Only</p> <p>This service includes standard palm trimming at 9 and 3 o'clock for optimal health and appearance, removal of dead or hazardous limbs, crown cleaning, and clearance pruning as needed. Our team follows industry best practices to ensure proper care and clean-up of all debris.</p>		285	\$55.00	\$15,675.25
<p>Foxtail Palm Trimming Only</p> <p>This service includes standard palm trimming at 9 and 3 o'clock for optimal health and appearance, removal of dead or hazardous limbs, crown cleaning, and clearance pruning as needed. Our team follows industry best practices to ensure proper care and clean-up of all debris.</p>		4	\$55.00	\$220.00
<p>Royal Palms Trimming Only</p> <p>This service includes standard palm trimming at 9 and 3 o'clock for optimal health and appearance, removal of dead or hazardous limbs, crown cleaning, and clearance pruning as needed. Our team follows industry best practices to ensure proper care and clean-up of all debris.</p>		57	\$55.00	\$3,135.25

PRICE LISTED IS VALID FOR 30 DAYS FROM DATE ISSUED

TOTAL COST:

\$19,030.50

TERMS AND CONDITIONS

1. COMPLIANCE AND QUALIFICATIONS

Russell Landscape Group ("RLG") agrees to perform all work in accordance with the written terms, specifications, drawings, and scope outlined in the Agreement. All materials furnished shall comply with bid specifications and applicable industry standards.

RLG will assign qualified representatives with appropriate experience in landscape installation, enhancement, irrigation, and related services. All personnel shall be competent, properly trained, and presentable at all times.

2. LICENSES, PERMITS, TAXES, AND INSURANCE

RLG shall maintain all licenses and permits required by local, state, and federal authorities. RLG shall pay all applicable taxes, including sales tax where required on materials supplied as part of the work.

RLG maintains, at minimum:

- General Liability Insurance
- Automotive Liability Insurance
- Workers' Compensation Insurance
- Any additional insurance required by written agreement

Certificates of insurance may be provided upon request.

3. LIABILITY AND SUBCONTRACTORS

RLG shall not be liable for damages caused by the Customer, the Customer's agents, or third parties. RLG reserves the right to engage qualified subcontractors for specialized functions or work requiring specialized equipment. All subcontracted work shall remain subject to RLG quality standards and supervision.

4. ADDITIONAL SERVICES, CHANGE ORDERS, AND JOBSITE ACCESS

Change Orders: Any work outside the agreed scope that results in additional cost shall be performed only with a written and approved change order.

Access: Customers shall provide RLG with access to all portions of the jobsite necessary to perform the work and shall furnish utilities, including water and electricity, where required.

Underground Clause: Russell Landscape Group shall contact the applicable utility locate service (811 / Dig Safe) prior to excavation in accordance with state requirements and will exercise reasonable care when working near marked public utilities.

Russell Landscape Group shall not be responsible for damage to underground or concealed utilities, irrigation systems, wiring, piping, foundations, or structures that are unmarked, unknown, incorrectly located, improperly marked, or not reasonably discoverable prior to commencement of work.

The Customer is responsible for identifying and disclosing the location of all private utilities, including but not limited to private irrigation lines, low-voltage wiring, drainage systems, private gas lines, and private communication lines such as cable and internet services extending from junction points to individual units or structures. This responsibility includes either providing accurate location information prior to work, authorizing Russell Landscape Group to furnish a proposal for private utility locating services or accepting responsibility for repair costs associated with damage to undocumented or improperly marked private utilities.

If subsurface conditions are encountered that differ materially from those reasonably anticipated, including but not limited to ledge rock, large boulders, buried debris, or other obstructions that cannot be removed using the standard equipment or methods intended for the scope of work, Russell Landscape Group shall notify the Customer. A change order shall be issued for additional labor, equipment, specialty services, or alternative solutions required to proceed. Depending on site conditions and feasibility, such change order may include removal of the obstruction using specialized equipment or services, or relocation of plant material, structures, or installations to a more suitable location as approved by the Customer.

Custom Designs: Design Ownership and Use: All designs, drawings, plans, details, specifications, and related documents prepared by Russell Landscape Group ("RLG") remain the sole property of RLG unless otherwise agreed to in writing.

If the Customer does not enter a contract for construction or installation with RLG, the Customer may not reproduce, share, distribute, or use such designs for construction or pricing by others without RLG's prior written consent.

Unauthorized use of RLG designs may result in additional charges or legal action to protect RLG's intellectual property rights.

Site Conditions and Owner Responsibilities: The Customer is responsible for maintaining the job site in a condition that allows Russell Landscape Group to perform work safely and efficiently.

If site conditions, obstructions, debris, or access limitations not caused by RLG prevent work from proceeding as scheduled, RLG reserves the right to delay work and/or issue a change order for additional labor, mobilization, or standby time required as a result.

5. GENERAL WARRANTY PROVISIONS

All warranties provided herein apply only to the specific services included in the approved scope of work. Warranties do not apply to adjacent systems, interconnected components, or site conditions outside the contracted scope.

Replacement or repair of any item under warranty shall not extend or restart the original warranty period. Replacement items carry only the remaining balance of the original warranty term.

No individual is authorized to extend, modify, or alter warranty terms unless approved in writing by an authorized representative of RLG.

6. MAINTENANCE RESPONSIBILITY AND WARRANTY APPLICABILITY

Warranty coverage applies to installation defects and workmanship only. Warranty does not apply to failures resulting from lack of routine inspection, irrigation schedule adjustments, pest and disease monitoring, fertilization, or other activities typically associated with professional landscape maintenance.

When Russell Landscape Group provides ongoing landscape maintenance services for the property:

- Warranty coverage shall remain in effect, provided the Customer promptly reports signs of decline or failure and does not interfere with maintenance practices.

When maintenance is performed by the Customer or a third party:

- The Customer assumes responsibility for failures resulting from improper watering, delayed detection of issues, incompatible chemical applications, or insufficient maintenance practices.

7. BASE WARRANTY EXCLUSIONS (APPLIES TO ALL SERVICES)

Unless otherwise stated in writing, warranties do not cover:

- Overwatering, underwatering, unauthorized chemical applications, or mechanical damage when RLG is not providing maintenance services
- Acts of God, extreme weather events, or conditions exceeding normal regional expectations
- Wildlife damage, including but not limited to deer, rabbits, rodents, or insects
- Vandalism or damage caused by third parties
- Soil, drainage, grading, or environmental conditions not corrected under contract
- Damage caused by vehicles, mowing equipment, construction activity, or excavation
- Pre-existing site or system conditions not included in the approved scope

8. PLANT MATERIAL WARRANTY – TREES, SHRUBS, AND SOD

RLG provides a one (1) year limited warranty on trees, shrubs, and sod from the date of installation. Warranty includes material and labor for one (1) replacement per failed item.

Warranty applies only if:

- A functional irrigation system is present at installation and maintained throughout establishment
- Proper watering and seasonal adjustments are performed
- Plant material is not relocated or disturbed after installation

Exclusions include, but are not limited to, insect damage, disease, wildlife, vandalism, chemical exposure, improper watering, and soil or drainage conditions outside contract scope.

9. HARDSCAPE WARRANTY

RLG provides a one (1) year workmanship warranty on hardscape installations.

Hardscape materials are subject to the manufacturer's warranty for defects in materials. Manufacturer warranties may extend beyond Russell Landscape Group's workmanship warranty period and apply solely to material defects as defined by the manufacturer.

In certain cases, Russell Landscape Group may perform corrective work on behalf of the manufacturer when a material defect is confirmed and may be compensated by the manufacturer for such work.

This warranty does not cover:

- Efflorescence or natural color variation
- Settlement or failure due to loading beyond design intent
- Damage caused by hydrostatic pressure or drainage conditions outside contracted scope
- Tree roots, ground movement, freeze/thaw cycles beyond normal conditions

10. IRRIGATION REPAIR AND INSTALLATION WARRANTY

For irrigation installation services, RLG warrants newly installed components for one (1) year from completion against defects in workmanship and materials.

For irrigation repair services, warranty is limited to the specific component repaired only. System-wide failures or additional issues discovered after restoration of pressure are not included in the original repair scope and are not warranty items.

Warranty requires proper system operation, seasonal schedule adjustments, and prompt reporting of issues.

11. ANNUAL COLOR INSTALLATION WARRANTY

RLG provides a one-season limited warranty on annual color installation:

- Spring installations: installation date through September 30
- Fall installations: installation date through March 31

Warranty includes plant material and labor for one replacement per affected area and requires proper irrigation and adherence to recommended watering practices.

12. WARRANTY ENFORCEMENT

Customer must notify RLG promptly upon discovery of any issue. RLG will inspect the conditions within a reasonable timeframe and determine warranty applicability.

13. PROPOSAL ACCEPTANCE AND PAYMENT TERMS

Acceptance of a proposal authorizes Russell Landscape Group ("RLG") to perform the work as described in the approved scope.

Payment Terms

- Full payment is due upon billing unless otherwise stated in writing.
- Failure to remit payment within thirty (30) days WILL result in suspension of warranty coverage until the account is brought current.
- Pricing is valid for thirty (30) days from the proposal date unless otherwise noted.
- Projects extending beyond thirty (30) business days or spanning multiple months may be progress billed.
- RLG reserves the right to suspend work for non-payment without penalty.

Deposits

- Contracts exceeding \$25,000, and/or contracts requiring special-order materials, custom products, long-lead items, or advance payment to subcontractors WILL require a deposit prior to scheduling.
- The standard deposit is one-third (1/3) of the contract amount unless otherwise stated.
- In situations where RLG is required to purchase materials, equipment, or specialty products in advance, or to remit deposits or payments to subcontractors prior to installation, the required deposit may exceed one-third (1/3) of the contract amount and shall be clearly outlined in the approved proposal.
- Examples include, but are not limited to, custom site furnishings, fountains, flagpoles, synthetic turf systems, specialty hardscape materials, lighting components, or other items requiring advance purchase or extended lead times.

Credit Card Payments

- Payments made by credit card are subject to a credit card processing fee of up to three percent (3%) of the transaction amount.
- Additional transaction-based fees may be assessed by third-party payment processors and will be disclosed at the time of payment.
- When a Customer elects to pay by credit card and completes a Credit Card Authorization Form, the Customer authorizes RLG to charge the card in accordance with the approved proposal, invoice, and terms agreed to on the authorization form. Use of a credit card does not obligate RLG to offer extended payment terms unless expressly stated in writing.

Payment Instructions by Market

Payments should be made to the legal entity identified on the proposal or invoice based on the project's market location, as outlined below.

Market / Branch Location	Legal Entity to Pay	Remittance Address
Tampa	Russell Landscape, LLC.	PO Box 96746 Charlotte, NC 28296-6746

Russell Landscape Group accepts payment by check, ACH, or credit card. Payment options and instructions are provided on each invoice or may be obtained by contacting billings@russelllandscape.com. To help ensure timely processing, Customers should submit payment to the entity listed on their invoice.

Termination for Convenience

Either party may terminate this Agreement for convenience upon thirty (30) days' written notice. In the event of termination, the Customer shall be responsible for payment for all work performed, materials ordered or delivered, and costs incurred by RLG up to the effective termination date.

14. DISPUTE RESOLUTION AND LIEN RIGHTS

Any dispute arising under the Agreement shall first be addressed through good-faith negotiation. If unresolved, disputes shall proceed to mediation, and if still unresolved, to binding arbitration.

RLG reserves all rights, including lien rights under applicable state law, to secure payment for completed work.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state in which the services are performed.

Prevailing Party Fees: In the event of any dispute arising from this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, arbitration costs, and related expenses.

AUTHORIZATION

Customer acceptance of the proposal constitutes agreement to these Terms and Conditions in their entirety.

CLIENT SIGNATURE: _____
 PRINTED NAME: _____
 DATE: 4/21/26
 PROJECT COST: \$19,030.50 GOOD FOR 30 DAYS FROM DAY SENT
 PROPOSAL #: 55-65-1
 REQUISITION/WORK ORDER/CRN/PO#: _____

ESTIMATE PREPARED BY : Delfino Agustin
 TITLE : Account Manager
 ACCOUNT MANAGER NAME : Delfino Agustin
 ACCOUNT MANAGER PHONE : 941-414-1986
 ACCOUNT MANAGER EMAIL : delfinoa@russelllandscape.com

NOTES/COMMENTS:

SECTION 3



Proposal 55-60-4

Contract Number: 55-0299-00

Date: May 12, 2026

Job Name: South Bay CDD- Dead Royal Palm Replacement

Job Address: 611 Destiny Dr

Ruskin FL 33570

Contact: Christina Newsome

SCOPE OF WORK

Scope of Work: This proposal is for the removal and replacement of three dead Royal Palms located in three different areas throughout the property. The dead palms, including the root systems, will be removed to allow for the installation of new palms in the same locations. All collected debris will be picked up and hauled away from the premises.

DESCRIPTION	SIZE	QTY	UNIT PRICE	TOTAL
Royal Palm Removal/Stump Removal		3	\$661.83	\$1,985.50
Royal Palm Trees 16 to 18-ft		3	\$1,404.92	\$4,214.75
Fill Dirt Per Yard		3	\$122.08	\$366.25
Palm Braces- Stake Kit		3	\$125.58	\$376.75
Mobilization, Freight and Preparation		1	\$214.00	\$214.00

PRICE LISTED IS VALID FOR 30 DAYS FROM DATE ISSUED

TOTAL COST: \$7,157.25

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RLG maintains, at minimum:

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- Automotive Liability Insurance
- Workers' Compensation Insurance
- Any additional insurance required by written agreement

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- Wildlife damage, including but not limited to deer, rabbits, rodents, or insects
- Vandalism or damage caused by third parties
- Soil, drainage, grading, or environmental conditions not corrected under contract
- Damage caused by vehicles, mowing equipment, construction activity, or excavation
- Pre-existing site or system conditions not included in the approved scope

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- Plant material is not relocated or disturbed after installation

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- Projects extending beyond thirty (30) business days or spanning multiple months may be progress billed.
- RLG reserves the right to suspend work for non-payment without penalty.

Deposits

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- In situations where RLG is required to purchase materials, equipment, or specialty products in advance, or to remit deposits or payments to subcontractors prior to installation, the required deposit may exceed one-third (1/3) of the contract amount and shall be clearly outlined in the approved proposal.
- Examples include, but are not limited to, custom site furnishings, fountains, flagpoles, synthetic turf systems, specialty hardscape materials, lighting components, or other items requiring advance purchase or extended lead times.

Credit Card Payments

- Payments made by credit card are subject to a credit card processing fee of up to three percent (3%) of the transaction amount.
- Additional transaction-based fees may be assessed by third-party payment processors and will be disclosed at the time of payment.
- When a Customer elects to pay by credit card and completes a Credit Card Authorization Form, the Customer authorizes RLG to charge the card in accordance with the approved proposal, invoice, and terms agreed to on the authorization form. Use of a credit card does not obligate RLG to offer extended payment terms unless expressly stated in writing.

Payment Instructions by Market

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14. DISPUTE RESOLUTION AND LIEN RIGHTS

Any dispute arising under the Agreement shall first be addressed through good-faith negotiation. If unresolved, disputes shall proceed to mediation, and if still unresolved, to binding arbitration.

RLG reserves all rights, including lien rights under applicable state law, to secure payment for completed work.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state in which the services are performed.

Prevailing Party Fees: In the event of any dispute arising from this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, arbitration costs, and related expenses.

AUTHORIZATION

Customer acceptance of the proposal constitutes agreement to these Terms and Conditions in their entirety.

CLIENT SIGNATURE: _____
 PRINTED NAME: _____
 DATE: **5/12/26**
 PROJECT COST: **\$7,157.25 GOOD FOR 30 DAYS FROM DAY SENT**
 PROPOSAL #: **55-60-4**
 REQUISITION/WORK ORDER/CRN/PO#: _____

ESTIMATE PREPARED BY : **Delfino Agustin**
 TITLE : **Account Manager**
 ACCOUNT MANAGER NAME : **Delfino Agustin**
 ACCOUNT MANAGER PHONE : **941-414-1986**
 ACCOUNT MANAGER EMAIL : **delfinoa@russelllandscape.com**

NOTES/COMMENTS:

Addendum



#1 Removal and Replacement



#2 Removal and Replacement



#3 Removal and Replacement

SECTION 4



Proposal 55-60-3

Contract Number: 55-0299-00

Date: April 21, 2026

Job Name: South Bay CDD- Mulch Installation

Job Address: 611 Destiny Dr

Ruskin FL 33570

Contact: Christina Newsome

SCOPE OF WORK

Scope of Work: This proposal includes the complete removal and disposal of all existing pine bark nugget mulch from designated common areas, taken down to bare ground to ensure a clean and uniform base. Following preparation, up to 3 inches of premium cocoa brown mulch will be installed evenly across all specified areas to achieve a consistent, resort-style appearance as discussed. Care will be taken to maintain proper spacing from plant stems, tree trunks, and structures to promote plant health and proper drainage. All work areas will be maintained in a neat and orderly condition throughout the project, and upon completion of each workday, all surfaces—including adjacent walkways, curbs, and hardscapes—will be thoroughly blown clean of debris.

DESCRIPTION	SIZE	QTY	UNIT PRICE	TOTAL
Mulch Removal	HRS	1	\$3,374.00	\$3,374.00
Mulch Installation	CY	318	\$76.72	\$24,396.00
Mobilization, Freight and Preparation	20 CY	1	\$281.25	\$281.25

PRICE LISTED IS VALID FOR 30 DAYS FROM DATE ISSUED

TOTAL COST: \$28,051.25

TERMS AND CONDITIONS

1. COMPLIANCE AND QUALIFICATIONS

Russell Landscape Group ("RLG") agrees to perform all work in accordance with the written terms, specifications, drawings, and scope outlined in the Agreement. All materials furnished shall comply with bid specifications and applicable industry standards.

RLG will assign qualified representatives with appropriate experience in landscape installation, enhancement, irrigation, and related services. All personnel shall be competent, properly trained, and presentable at all times.

2. LICENSES, PERMITS, TAXES, AND INSURANCE

RLG shall maintain all licenses and permits required by local, state, and federal authorities. RLG shall pay all applicable taxes, including sales tax where required on materials supplied as part of the work.

RLG maintains, at minimum:

- General Liability Insurance
- Automotive Liability Insurance
- Workers' Compensation Insurance
- Any additional insurance required by written agreement

Certificates of insurance may be provided upon request.

3. LIABILITY AND SUBCONTRACTORS

RLG shall not be liable for damages caused by the Customer, the Customer's agents, or third parties. RLG reserves the right to engage qualified subcontractors for specialized functions or work requiring specialized equipment. All subcontracted work shall remain subject to RLG quality standards and supervision.

4. ADDITIONAL SERVICES, CHANGE ORDERS, AND JOBSITE ACCESS

Change Orders: Any work outside the agreed scope that results in additional cost shall be performed only with a written and approved change order.

Access: Customers shall provide RLG with access to all portions of the jobsite necessary to perform the work and shall furnish utilities, including water and electricity, where required.

Underground Clause: Russell Landscape Group shall contact the applicable utility locate service (811 / Dig Safe) prior to excavation in accordance with state requirements and will exercise reasonable care when working near marked public utilities.

Russell Landscape Group shall not be responsible for damage to underground or concealed utilities, irrigation systems, wiring, piping, foundations, or structures that are unmarked, unknown, incorrectly located, improperly marked, or not reasonably discoverable prior to commencement of work.

The Customer is responsible for identifying and disclosing the location of all private utilities, including but not limited to private irrigation lines, low-voltage wiring, drainage systems, private gas lines, and private communication lines such as cable and internet services extending from junction points to individual units or structures. This responsibility includes either providing accurate location information prior to work, authorizing Russell Landscape Group to furnish a proposal for private utility locating services or accepting responsibility for repair costs associated with damage to undocumented or improperly marked private utilities.

If subsurface conditions are encountered that differ materially from those reasonably anticipated, including but not limited to ledge rock, large boulders, buried debris, or other obstructions that cannot be removed using the standard equipment or methods intended for the scope of work, Russell Landscape Group shall notify the Customer. A change order shall be issued for additional labor, equipment, specialty services, or alternative solutions required to proceed. Depending on site conditions and feasibility, such change order may include removal of the obstruction using specialized equipment or services, or relocation of plant material, structures, or installations to a more suitable location as approved by the Customer.

Custom Designs: Design Ownership and Use: All designs, drawings, plans, details, specifications, and related documents prepared by Russell Landscape Group ("RLG") remain the sole property of RLG unless otherwise agreed to in writing.

If the Customer does not enter a contract for construction or installation with RLG, the Customer may not reproduce, share, distribute, or use such designs for construction or pricing by others without RLG's prior written consent.

Unauthorized use of RLG designs may result in additional charges or legal action to protect RLG's intellectual property rights.

Site Conditions and Owner Responsibilities: The Customer is responsible for maintaining the job site in a condition that allows Russell Landscape Group to perform work safely and efficiently.

If site conditions, obstructions, debris, or access limitations not caused by RLG prevent work from proceeding as scheduled, RLG reserves the right to delay work and/or issue a change order for additional labor, mobilization, or standby time required as a result.

5. GENERAL WARRANTY PROVISIONS

All warranties provided herein apply only to the specific services included in the approved scope of work. Warranties do not apply to adjacent systems, interconnected components, or site conditions outside the contracted scope.

Replacement or repair of any item under warranty shall not extend or restart the original warranty period. Replacement items carry only the remaining balance of the original warranty term.

No individual is authorized to extend, modify, or alter warranty terms unless approved in writing by an authorized representative of RLG.

6. MAINTENANCE RESPONSIBILITY AND WARRANTY APPLICABILITY

Warranty coverage applies to installation defects and workmanship only. Warranty does not apply to failures resulting from lack of routine inspection, irrigation schedule adjustments, pest and disease monitoring, fertilization, or other activities typically associated with professional landscape maintenance.

When Russell Landscape Group provides ongoing landscape maintenance services for the property:

- Warranty coverage shall remain in effect, provided the Customer promptly reports signs of decline or failure and does not interfere with maintenance practices.

When maintenance is performed by the Customer or a third party:

- The Customer assumes responsibility for failures resulting from improper watering, delayed detection of issues, incompatible chemical applications, or insufficient maintenance practices.

7. BASE WARRANTY EXCLUSIONS (APPLIES TO ALL SERVICES)

Unless otherwise stated in writing, warranties do not cover:

- Overwatering, underwatering, unauthorized chemical applications, or mechanical damage when RLG is not providing maintenance services
- Acts of God, extreme weather events, or conditions exceeding normal regional expectations
- Wildlife damage, including but not limited to deer, rabbits, rodents, or insects
- Vandalism or damage caused by third parties
- Soil, drainage, grading, or environmental conditions not corrected under contract
- Damage caused by vehicles, mowing equipment, construction activity, or excavation
- Pre-existing site or system conditions not included in the approved scope

8. PLANT MATERIAL WARRANTY – TREES, SHRUBS, AND SOD

RLG provides a one (1) year limited warranty on trees, shrubs, and sod from the date of installation. Warranty includes material and labor for one (1) replacement per failed item.

Warranty applies only if:

- A functional irrigation system is present at installation and maintained throughout establishment
- Proper watering and seasonal adjustments are performed
- Plant material is not relocated or disturbed after installation

Exclusions include, but are not limited to, insect damage, disease, wildlife, vandalism, chemical exposure, improper watering, and soil or drainage conditions outside contract scope.

9. HARDSCAPE WARRANTY

RLG provides a one (1) year workmanship warranty on hardscape installations.

Hardscape materials are subject to the manufacturer's warranty for defects in materials. Manufacturer warranties may extend beyond Russell Landscape Group's workmanship warranty period and apply solely to material defects as defined by the manufacturer.

In certain cases, Russell Landscape Group may perform corrective work on behalf of the manufacturer when a material defect is confirmed and may be compensated by the manufacturer for such work.

This warranty does not cover:

- Efflorescence or natural color variation
- Settlement or failure due to loading beyond design intent
- Damage caused by hydrostatic pressure or drainage conditions outside contracted scope
- Tree roots, ground movement, freeze/thaw cycles beyond normal conditions

10. IRRIGATION REPAIR AND INSTALLATION WARRANTY

For irrigation installation services, RLG warrants newly installed components for one (1) year from completion against defects in workmanship and materials.

For irrigation repair services, warranty is limited to the specific component repaired only. System-wide failures or additional issues discovered after restoration of pressure are not included in the original repair scope and are not warranty items.

Warranty requires proper system operation, seasonal schedule adjustments, and prompt reporting of issues.

11. ANNUAL COLOR INSTALLATION WARRANTY

RLG provides a one-season limited warranty on annual color installation:

- Spring installations: installation date through September 30
- Fall installations: installation date through March 31

Warranty includes plant material and labor for one replacement per affected area and requires proper irrigation and adherence to recommended watering practices.

12. WARRANTY ENFORCEMENT

Customer must notify RLG promptly upon discovery of any issue. RLG will inspect the conditions within a reasonable timeframe and determine warranty applicability.

13. PROPOSAL ACCEPTANCE AND PAYMENT TERMS

Acceptance of a proposal authorizes Russell Landscape Group ("RLG") to perform the work as described in the approved scope.

Payment Terms

- Full payment is due upon billing unless otherwise stated in writing.
- Failure to remit payment within thirty (30) days WILL result in suspension of warranty coverage until the account is brought current.
- Pricing is valid for thirty (30) days from the proposal date unless otherwise noted.
- Projects extending beyond thirty (30) business days or spanning multiple months may be progress billed.
- RLG reserves the right to suspend work for non-payment without penalty.

Deposits

- Contracts exceeding \$25,000, and/or contracts requiring special-order materials, custom products, long-lead items, or advance payment to subcontractors WILL require a deposit prior to scheduling.
- The standard deposit is one-third (1/3) of the contract amount unless otherwise stated.
- In situations where RLG is required to purchase materials, equipment, or specialty products in advance, or to remit deposits or payments to subcontractors prior to installation, the required deposit may exceed one-third (1/3) of the contract amount and shall be clearly outlined in the approved proposal.
- Examples include, but are not limited to, custom site furnishings, fountains, flagpoles, synthetic turf systems, specialty hardscape materials, lighting components, or other items requiring advance purchase or extended lead times.

Credit Card Payments

- Payments made by credit card are subject to a credit card processing fee of up to three percent (3%) of the transaction amount.
- Additional transaction-based fees may be assessed by third-party payment processors and will be disclosed at the time of payment.
- When a Customer elects to pay by credit card and completes a Credit Card Authorization Form, the Customer authorizes RLG to charge the card in accordance with the approved proposal, invoice, and terms agreed to on the authorization form. Use of a credit card does not obligate RLG to offer extended payment terms unless expressly stated in writing.

Payment Instructions by Market

Payments should be made to the legal entity identified on the proposal or invoice based on the project's market location, as outlined below.

Market / Branch Location	Legal Entity to Pay	Remittance Address
Tampa	Russell Landscape, LLC.	PO Box 96746 Charlotte, NC 28296-6746

Russell Landscape Group accepts payment by check, ACH, or credit card. Payment options and instructions are provided on each invoice or may be obtained by contacting billings@russelllandscape.com. To help ensure timely processing, Customers should submit payment to the entity listed on their invoice.

Termination for Convenience

Either party may terminate this Agreement for convenience upon thirty (30) days' written notice. In the event of termination, the Customer shall be responsible for payment for all work performed, materials ordered or delivered, and costs incurred by RLG up to the effective termination date.

14. DISPUTE RESOLUTION AND LIEN RIGHTS

Any dispute arising under the Agreement shall first be addressed through good-faith negotiation. If unresolved, disputes shall proceed to mediation, and if still unresolved, to binding arbitration.

RLG reserves all rights, including lien rights under applicable state law, to secure payment for completed work.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state in which the services are performed.

Prevailing Party Fees: In the event of any dispute arising from this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, arbitration costs, and related expenses.

AUTHORIZATION

Customer acceptance of the proposal constitutes agreement to these Terms and Conditions in their entirety.

CLIENT SIGNATURE: _____
 PRINTED NAME: _____
 DATE: 4/21/26
 PROJECT COST: \$28,051.25 GOOD FOR 30 DAYS FROM DAY SENT
 PROPOSAL #: 55-60-3
 REQUISITION/WORK ORDER/CRN/PO#: _____

ESTIMATE PREPARED BY : Delfino Agustin
 TITLE : Account Manager
 ACCOUNT MANAGER NAME : Delfino Agustin
 ACCOUNT MANAGER PHONE : 941-414-1986
 ACCOUNT MANAGER EMAIL : delfinoa@russelllandscape.com

NOTES/COMMENTS:

SECTION 5



Proposal 55-60-6

Contract Number: 55-0299-00

Date: May 19, 2026

Job Name: South Bay CDD- Mulch Installation

Job Address: 611 Destiny Dr

Ruskin FL 33570

Contact: Christina Newsome

SCOPE OF WORK

Scope of Work: This proposal includes the complete removal and disposal of all existing pine bark nugget mulch from designated common areas, taken down to bare ground to ensure a clean and uniform base. Following preparation, up to 1.5 inches of Brown River Rock will be installed evenly across all specified areas to achieve a consistent, resort-style appearance as discussed. Care will be taken to maintain proper spacing from plant stems, tree trunks, and structures to promote plant health and proper drainage. All work areas will be maintained in a neat and orderly condition throughout the project, and upon completion of each workday, all surfaces—including adjacent walkways, curbs, and hardscapes—will be thoroughly blown clean of debris.

DESCRIPTION

Mulch Removal

SIZE

LS

QTY

1

3/4" Brown River Rock

CY of Aggregate

175

Mobilization, Freight and Preparation

20 CY

1

PRICE LISTED IS VALID FOR 30 DAYS FROM DATE ISSUED

TOTAL COST:

\$91,851.75

TERMS AND CONDITIONS

1. COMPLIANCE AND QUALIFICATIONS

Russell Landscape Group ("RLG") agrees to perform all work in accordance with the written terms, specifications, drawings, and scope outlined in the Agreement. All materials furnished shall comply with bid specifications and applicable industry standards.

RLG will assign qualified representatives with appropriate experience in landscape installation, enhancement, irrigation, and related services. All personnel shall be competent, properly trained, and presentable at all times.

2. LICENSES, PERMITS, TAXES, AND INSURANCE

RLG shall maintain all licenses and permits required by local, state, and federal authorities. RLG shall pay all applicable taxes, including sales tax where required on materials supplied as part of the work.

RLG maintains, at minimum:

- General Liability Insurance
- Automotive Liability Insurance
- Workers' Compensation Insurance
- Any additional insurance required by written agreement

Certificates of insurance may be provided upon request.

3. LIABILITY AND SUBCONTRACTORS

RLG shall not be liable for damages caused by the Customer, the Customer's agents, or third parties. RLG reserves the right to engage qualified subcontractors for specialized functions or work requiring specialized equipment. All subcontracted work shall remain subject to RLG quality standards and supervision.

4. ADDITIONAL SERVICES, CHANGE ORDERS, AND JOBSITE ACCESS

Change Orders: Any work outside the agreed scope that results in additional cost shall be performed only with a written and approved change order.

Access: Customers shall provide RLG with access to all portions of the jobsite necessary to perform the work and shall furnish utilities, including water and electricity, where required.

Underground Clause: Russell Landscape Group shall contact the applicable utility locate service (811 / Dig Safe) prior to excavation in accordance with state requirements and will exercise reasonable care when working near marked public utilities.

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The Customer is responsible for identifying and disclosing the location of all private utilities, including but not limited to private irrigation lines, low-voltage wiring, drainage systems, private gas lines, and private communication lines such as cable and internet services extending from junction points to individual units or structures. This responsibility includes either providing accurate location information prior to work, authorizing Russell Landscape Group to furnish a proposal for private utility locating services or accepting responsibility for repair costs associated with damage to undocumented or improperly marked private utilities.

If subsurface conditions are encountered that differ materially from those reasonably anticipated, including but not limited to ledge rock, large boulders, buried debris, or other obstructions that cannot be removed using the standard equipment or methods intended for the scope of work, Russell Landscape Group shall notify the Customer. A change order shall be issued for additional labor, equipment, specialty services, or alternative solutions required to proceed. Depending on site conditions and feasibility, such change order may include removal of the obstruction using specialized equipment or services, or relocation of plant material, structures, or installations to a more suitable location as approved by the Customer.

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Unauthorized use of RLG designs may result in additional charges or legal action to protect RLG's intellectual property rights.

Site Conditions and Owner Responsibilities: The Customer is responsible for maintaining the job site in a condition that allows Russell Landscape Group to perform work safely and efficiently.

If site conditions, obstructions, debris, or access limitations not caused by RLG prevent work from proceeding as scheduled, RLG reserves the right to delay work and/or issue a change order for additional labor, mobilization, or standby time required as a result.

5. GENERAL WARRANTY PROVISIONS

All warranties provided herein apply only to the specific services included in the approved scope of work. Warranties do not apply to adjacent systems, interconnected components, or site conditions outside the contracted scope.

Replacement or repair of any item under warranty shall not extend or restart the original warranty period. Replacement items carry only the remaining balance of the original warranty term.

No individual is authorized to extend, modify, or alter warranty terms unless approved in writing by an authorized representative of RLG.

6. MAINTENANCE RESPONSIBILITY AND WARRANTY APPLICABILITY

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- Warranty coverage shall remain in effect, provided the Customer promptly reports signs of decline or failure and does not interfere with maintenance practices.

When maintenance is performed by the Customer or a third party:

- The Customer assumes responsibility for failures resulting from improper watering, delayed detection of issues, incompatible chemical applications, or insufficient maintenance practices.

7. BASE WARRANTY EXCLUSIONS (APPLIES TO ALL SERVICES)

Unless otherwise stated in writing, warranties do not cover:

- Overwatering, underwatering, unauthorized chemical applications, or mechanical damage when RLG is not providing maintenance services
- Acts of God, extreme weather events, or conditions exceeding normal regional expectations
- Wildlife damage, including but not limited to deer, rabbits, rodents, or insects
- Vandalism or damage caused by third parties
- Soil, drainage, grading, or environmental conditions not corrected under contract
- Damage caused by vehicles, mowing equipment, construction activity, or excavation
- Pre-existing site or system conditions not included in the approved scope

8. PLANT MATERIAL WARRANTY – TREES, SHRUBS, AND SOD

RLG provides a one (1) year limited warranty on trees, shrubs, and sod from the date of installation. Warranty includes material and labor for one (1) replacement per failed item.

Warranty applies only if:

- A functional irrigation system is present at installation and maintained throughout establishment
- Proper watering and seasonal adjustments are performed
- Plant material is not relocated or disturbed after installation

Exclusions include, but are not limited to, insect damage, disease, wildlife, vandalism, chemical exposure, improper watering, and soil or drainage conditions outside contract scope.

9. HARDSCAPE WARRANTY

RLG provides a one (1) year workmanship warranty on hardscape installations.

Hardscape materials are subject to the manufacturer's warranty for defects in materials. Manufacturer warranties may extend beyond Russell Landscape Group's workmanship warranty period and apply solely to material defects as defined by the manufacturer.

In certain cases, Russell Landscape Group may perform corrective work on behalf of the manufacturer when a material defect is confirmed and may be compensated by the manufacturer for such work.

This warranty does not cover:

- Efflorescence or natural color variation
- Settlement or failure due to loading beyond design intent
- Damage caused by hydrostatic pressure or drainage conditions outside contracted scope
- Tree roots, ground movement, freeze/thaw cycles beyond normal conditions

10. IRRIGATION REPAIR AND INSTALLATION WARRANTY

For irrigation installation services, RLG warrants newly installed components for one (1) year from completion against defects in workmanship and materials.

For irrigation repair services, warranty is limited to the specific component repaired only. System-wide failures or additional issues discovered after restoration of pressure are not included in the original repair scope and are not warranty items.

Warranty requires proper system operation, seasonal schedule adjustments, and prompt reporting of issues.

11. ANNUAL COLOR INSTALLATION WARRANTY

RLG provides a one-season limited warranty on annual color installation:

- Spring installations: installation date through September 30
- Fall installations: installation date through March 31

Warranty includes plant material and labor for one replacement per affected area and requires proper irrigation and adherence to recommended watering practices.

12. WARRANTY ENFORCEMENT

Customer must notify RLG promptly upon discovery of any issue. RLG will inspect the conditions within a reasonable timeframe and determine warranty applicability.

13. PROPOSAL ACCEPTANCE AND PAYMENT TERMS

Acceptance of a proposal authorizes Russell Landscape Group ("RLG") to perform the work as described in the approved scope.

Payment Terms

- Full payment is due upon billing unless otherwise stated in writing.
- Failure to remit payment within thirty (30) days WILL result in suspension of warranty coverage until the account is brought current.
- Pricing is valid for thirty (30) days from the proposal date unless otherwise noted.
- Projects extending beyond thirty (30) business days or spanning multiple months may be progress billed.
- RLG reserves the right to suspend work for non-payment without penalty.

Deposits

- Contracts exceeding \$25,000, and/or contracts requiring special-order materials, custom products, long-lead items, or advance payment to subcontractors WILL require a deposit prior to scheduling.
- The standard deposit is one-third (1/3) of the contract amount unless otherwise stated.
- In situations where RLG is required to purchase materials, equipment, or specialty products in advance, or to remit deposits or payments to subcontractors prior to installation, the required deposit may exceed one-third (1/3) of the contract amount and shall be clearly outlined in the approved proposal.
- Examples include, but are not limited to, custom site furnishings, fountains, flagpoles, synthetic turf systems, specialty hardscape materials, lighting components, or other items requiring advance purchase or extended lead times.

Credit Card Payments

- Payments made by credit card are subject to a credit card processing fee of up to three percent (3%) of the transaction amount.
- Additional transaction-based fees may be assessed by third-party payment processors and will be disclosed at the time of payment.
- When a Customer elects to pay by credit card and completes a Credit Card Authorization Form, the Customer authorizes RLG to charge the card in accordance with the approved proposal, invoice, and terms agreed to on the authorization form. Use of a credit card does not obligate RLG to offer extended payment terms unless expressly stated in writing.

Payment Instructions by Market

Payments should be made to the legal entity identified on the proposal or invoice based on the project's market location, as outlined below.

Market / Branch Location	Legal Entity to Pay	Remittance Address
Tampa	Russell Landscape, LLC.	PO Box 96746 Charlotte, NC 28296-6746

Russell Landscape Group accepts payment by check, ACH, or credit card. Payment options and instructions are provided on each invoice or may be obtained by contacting billings@russelllandscape.com. To help ensure timely processing, Customers should submit payment to the entity listed on their invoice.

Termination for Convenience

Either party may terminate this Agreement for convenience upon thirty (30) days' written notice. In the event of termination, the Customer shall be responsible for payment for all work performed, materials ordered or delivered, and costs incurred by RLG up to the effective termination date.

14. DISPUTE RESOLUTION AND LIEN RIGHTS

Any dispute arising under the Agreement shall first be addressed through good-faith negotiation. If unresolved, disputes shall proceed to mediation, and if still unresolved, to binding arbitration.

RLG reserves all rights, including lien rights under applicable state law, to secure payment for completed work.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state in which the services are performed.

Prevailing Party Fees: In the event of any dispute arising from this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, arbitration costs, and related expenses.

AUTHORIZATION

Customer acceptance of the proposal constitutes agreement to these Terms and Conditions in their entirety.

CLIENT SIGNATURE: _____
 PRINTED NAME: _____
 DATE: **5/19/26** _____
 PROJECT COST: **\$91,851.75 GOOD FOR 30 DAYS FROM DAY SENT** _____
 PROPOSAL #: **55-60-6** _____
 REQUISITION/WORK ORDER/CRN/PO#: _____

ESTIMATE PREPARED BY : **Delfino Agustin** _____
 TITLE : **Account Manager** _____
 ACCOUNT MANAGER NAME : **Delfino Agustin** _____
 ACCOUNT MANAGER PHONE : **941-414-1986** _____
 ACCOUNT MANAGER EMAIL : **delfinoa@russelllandscape.com** _____

NOTES/COMMENTS:

SECTION 6



Proposal 55-20-7

Contract Number: 55-0299-00

Date: May 20, 2026

Job Name: South Bay CDD

Job Address: 611 Destiny Dr

Ruskin FL 33570

Contact: Christina Newsome

SCOPE OF WORK

Proposal for repairs needed after initial wet check to get system to standard operations in accordance with the contract. 2 Valve Replacements, 13 dripline breaks, 12 sprays, 14 rotors, 14 nozzles and 10 lateral line breaks total through all zones.

DESCRIPTION	SIZE	QTY
All Labor for repairs	HRS	30
Dripline breaks	LS	13
Sprays	LS	12
Rotors	LS	14
Nozzles	LS	14
Lateral line breaks	LS	10

PRICE LISTED IS VALID FOR 30 DAYS FROM DATE ISSUED

TOTAL COST: \$7,693.00

TERMS AND CONDITIONS

1. COMPLIANCE AND QUALIFICATIONS

Russell Landscape Group ("RLG") agrees to perform all work in accordance with the written terms, specifications, drawings, and scope outlined in the Agreement. All materials furnished shall comply with bid specifications and applicable industry standards.

RLG will assign qualified representatives with appropriate experience in landscape installation, enhancement, irrigation, and related services. All personnel shall be competent, properly trained, and presentable at all times.

2. LICENSES, PERMITS, TAXES, AND INSURANCE

RLG shall maintain all licenses and permits required by local, state, and federal authorities. RLG shall pay all applicable taxes, including sales tax where required on materials supplied as part of the work.

RLG maintains, at minimum:

- General Liability Insurance
- Automotive Liability Insurance
- Workers' Compensation Insurance
- Any additional insurance required by written agreement

Certificates of insurance may be provided upon request.

3. LIABILITY AND SUBCONTRACTORS

RLG shall not be liable for damages caused by the Customer, the Customer's agents, or third parties. RLG reserves the right to engage qualified subcontractors for specialized functions or work requiring specialized equipment. All subcontracted work shall remain subject to RLG quality standards and supervision.

4. ADDITIONAL SERVICES, CHANGE ORDERS, AND JOBSITE ACCESS

Change Orders: Any work outside the agreed scope that results in additional cost shall be performed only with a written and approved change order.

Access: Customers shall provide RLG with access to all portions of the jobsite necessary to perform the work and shall furnish utilities, including water and electricity, where required.

Underground Clause: Russell Landscape Group shall contact the applicable utility locate service (811 / Dig Safe) prior to excavation in accordance with state requirements and will exercise reasonable care when working near marked public utilities.

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The Customer is responsible for identifying and disclosing the location of all private utilities, including but not limited to private irrigation lines, low-voltage wiring, drainage systems, private gas lines, and private communication lines such as cable and internet services extending from junction points to individual units or structures. This responsibility includes either providing accurate location information prior to work, authorizing Russell Landscape Group to furnish a proposal for private utility locating services or accepting responsibility for repair costs associated with damage to undocumented or improperly marked private utilities.

If subsurface conditions are encountered that differ materially from those reasonably anticipated, including but not limited to ledge rock, large boulders, buried debris, or other obstructions that cannot be removed using the standard equipment or methods intended for the scope of work, Russell Landscape Group shall notify the Customer. A change order shall be issued for additional labor, equipment, specialty services, or alternative solutions required to proceed. Depending on site conditions and feasibility, such change order may include removal of the obstruction using specialized equipment or services, or relocation of plant material, structures, or installations to a more suitable location as approved by the Customer.

Custom Designs, Design Ownership and Use: All designs, drawings, plans, details, specifications, and related documents prepared by Russell Landscape Group ("RLG") remain the sole property of RLG unless otherwise agreed to in writing.

If the Customer does not enter a contract for construction or installation with RLG, the Customer may not reproduce, share, distribute, or use such designs for construction or pricing by others without RLG's prior written consent.

Unauthorized use of RLG designs may result in additional charges or legal action to protect RLG's intellectual property rights.

Site Conditions and Owner Responsibilities: The Customer is responsible for maintaining the job site in a condition that allows Russell Landscape Group to perform work safely and efficiently.

If site conditions, obstructions, debris, or access limitations not caused by RLG prevent work from proceeding as scheduled, RLG reserves the right to delay work and/or issue a change order for additional labor, mobilization, or standby time required as a result.

5. GENERAL WARRANTY PROVISIONS

All warranties provided herein apply only to the specific services included in the approved scope of work. Warranties do not apply to adjacent systems, interconnected components, or site conditions outside the contracted scope.

Replacement or repair of any item under warranty shall not extend or restart the original warranty period. Replacement items carry only the remaining balance of the original warranty term.

No individual is authorized to extend, modify, or alter warranty terms unless approved in writing by an authorized representative of RLG.

6. MAINTENANCE RESPONSIBILITY AND WARRANTY APPLICABILITY

Warranty coverage applies to installation defects and workmanship only. Warranty does not apply to failures resulting from lack of routine inspection, irrigation schedule adjustments, pest and disease monitoring, fertilization, or other activities typically associated with professional landscape maintenance.

When Russell Landscape Group provides ongoing landscape maintenance services for the property:

- Warranty coverage shall remain in effect, provided the Customer promptly reports signs of decline or failure and does not interfere with maintenance practices.

When maintenance is performed by the Customer or a third party:

- The Customer assumes responsibility for failures resulting from improper watering, delayed detection of issues, incompatible chemical applications, or insufficient maintenance practices.

7. BASE WARRANTY EXCLUSIONS (APPLIES TO ALL SERVICES)

Unless otherwise stated in writing, warranties do not cover:

- Overwatering, underwatering, unauthorized chemical applications, or mechanical damage when RLG is not providing maintenance services
- Acts of God, extreme weather events, or conditions exceeding normal regional expectations
- Wildlife damage, including but not limited to deer, rabbits, rodents, or insects
- Vandalism or damage caused by third parties
- Soil, drainage, grading, or environmental conditions not corrected under contract
- Damage caused by vehicles, mowing equipment, construction activity, or excavation
- Pre-existing site or system conditions not included in the approved scope

8. PLANT MATERIAL WARRANTY – TREES, SHRUBS, AND SOD

RLG provides a one (1) year limited warranty on trees, shrubs, and sod from the date of installation. Warranty includes material and labor for one (1) replacement per failed item.

Warranty applies only if:

- A functional irrigation system is present at installation and maintained throughout establishment
- Proper watering and seasonal adjustments are performed
- Plant material is not relocated or disturbed after installation

Exclusions include, but are not limited to, insect damage, disease, wildlife, vandalism, chemical exposure, improper watering, and soil or drainage conditions outside contract scope.

9. HARDSCAPE WARRANTY

RLG provides a one (1) year workmanship warranty on hardscape installations.

Hardscape materials are subject to the manufacturer's warranty for defects in materials. Manufacturer warranties may extend beyond Russell Landscape Group's workmanship warranty period and apply solely to material defects as defined by the manufacturer.

In certain cases, Russell Landscape Group may perform corrective work on behalf of the manufacturer when a material defect is confirmed and may be compensated by the manufacturer for such work.

This warranty does not cover:

- Efflorescence or natural color variation
- Settlement or failure due to loading beyond design intent
- Damage caused by hydrostatic pressure or drainage conditions outside contracted scope
- Tree roots, ground movement, freeze/thaw cycles beyond normal conditions

10. IRRIGATION REPAIR AND INSTALLATION WARRANTY

For irrigation installation services, RLG warrants newly installed components for one (1) year from completion against defects in workmanship and materials.

For irrigation repair services, warranty is limited to the specific component repaired only. System-wide failures or additional issues discovered after restoration of pressure are not included in the original repair scope and are not warranty items.

Warranty requires proper system operation, seasonal schedule adjustments, and prompt reporting of issues.

11. ANNUAL COLOR INSTALLATION WARRANTY

RLG provides a one-season limited warranty on annual color installation:

- Spring installations: installation date through September 30
- Fall installations: installation date through March 31

Warranty includes plant material and labor for one replacement per affected area and requires proper irrigation and adherence to recommended watering practices.

12. WARRANTY ENFORCEMENT

Customer must notify RLG promptly upon discovery of any issue. RLG will inspect the conditions within a reasonable timeframe and determine warranty applicability.

13. PROPOSAL ACCEPTANCE AND PAYMENT TERMS

Acceptance of a proposal authorizes Russell Landscape Group ("RLG") to perform the work as described in the approved scope.

Payment Terms

- Full payment is due upon billing unless otherwise stated in writing.
- Failure to remit payment within thirty (30) days WILL result in suspension of warranty coverage until the account is brought current.
- Pricing is valid for thirty (30) days from the proposal date unless otherwise noted.
- Projects extending beyond thirty (30) business days or spanning multiple months may be progress billed.
- RLG reserves the right to suspend work for non-payment without penalty.

Deposits

- Contracts exceeding \$25,000, and/or contracts requiring special-order materials, custom products, long-lead items, or advance payment to subcontractors WILL require a deposit prior to scheduling.
- The standard deposit is one-third (1/3) of the contract amount unless otherwise stated.
- In situations where RLG is required to purchase materials, equipment, or specialty products in advance, or to remit deposits or payments to subcontractors prior to installation, the required deposit may exceed one-third (1/3) of the contract amount and shall be clearly outlined in the approved proposal.
- Examples include, but are not limited to, custom site furnishings, fountains, flagpoles, synthetic turf systems, specialty hardscape materials, lighting components, or other items requiring advance purchase or extended lead times.

Credit Card Payments

- Payments made by credit card are subject to a credit card processing fee of up to three percent (3%) of the transaction amount.
- Additional transaction-based fees may be assessed by third-party payment processors and will be disclosed at the time of payment.
- When a Customer elects to pay by credit card and completes a Credit Card Authorization Form, the Customer authorizes RLG to charge the card in accordance with the approved proposal, invoice, and terms agreed to on the authorization form. Use of a credit card does not obligate RLG to offer extended payment terms unless expressly stated in writing.

Payment Instructions by Market

Payments should be made to the legal entity identified on the proposal or invoice based on the project's market location, as outlined below.

Market / Branch Location	Legal Entity to Pay	Remittance Address
Tampa	Russell Landscape, LLC.	PO Box 96746 Charlotte, NC 28296-6746

Russell Landscape Group accepts payment by check, ACH, or credit card. Payment options and instructions are provided on each invoice or may be obtained by contacting billings@russelllandscape.com. To help ensure timely processing, Customers should submit payment to the entity listed on their invoice.

Termination for Convenience

Either party may terminate this Agreement for convenience upon thirty (30) days' written notice. In the event of termination, the Customer shall be responsible for payment for all work performed, materials ordered or delivered, and costs incurred by RLG up to the effective termination date.

14. DISPUTE RESOLUTION AND LIEN RIGHTS

Any dispute arising under the Agreement shall first be addressed through good-faith negotiation. If unresolved, disputes shall proceed to mediation, and if still unresolved, to binding arbitration.

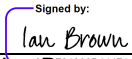
RLG reserves all rights, including lien rights under applicable state law, to secure payment for completed work.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state in which the services are performed.

Prevailing Party Fees: In the event of any dispute arising from this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, arbitration costs, and related expenses.

AUTHORIZATION

Customer acceptance of the proposal constitutes agreement to these Terms and Conditions in their entirety.

CLIENT SIGNATURE: 
 PRINTED NAME: Ian Brown
 DATE: 5/20/26
 PROJECT COST: \$7,693.00 GOOD FOR 30 DAYS FROM DAY SENT
 PROPOSAL #: 55-20-7
 REQUISITION/WORK ORDER/CRN/PO#: _____

ESTIMATE PREPARED BY: Shawn Rosell
 TITLE: Irrigation Manager
 ACCOUNT MANAGER NAME: Delfino Agustin
 ACCOUNT MANAGER PHONE: 941-414-1986
 ACCOUNT MANAGER EMAIL: delfinoa@russelllandscape.com

NOTES/COMMENTS:

SECTION C

SECTION 1

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

A. South Bay Community Development District (“**Client**”)
c/o GMS-Tampa
4530 Eagle Falls Place

and

B. Kutak Rock LLP (“**Kutak Rock**”)
107 West College Avenue
Tallahassee, Florida 32301

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors. The relationship is that of independent contractors and there is no employer/employee relationship established hereby. Kutak Rock is responsible for all taxes (including employment taxes), insurance, and licenses to provide the services hereunder.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years, unless a longer period is required by the General Records Schedule (GS1-SL). After the five (5) year or applicable storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for

the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File at Client's expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Jere L. Earlywine	\$375
Kirsten Mood	\$320
Ryan Dugan	\$320
Associates	\$265-\$305
Contract Attorney	\$260-285
Paralegals	\$185-250

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour per year.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under

this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation. Nothing contained herein shall be construed as in conflict with the Florida Prompt Payment Act, section 218.70 et. seq, Florida Statutes.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute. Further, it is the intent of the parties for Kutak Rock to provide legal advice to the CDD, not to act as an agent on its behalf. However, Kutak Rock will comply with all provisions of section 119.0701(2), Florida Statutes, as may be applicable.

IF KUTAK ROCK 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: _____

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT; EFFECTIVE DATE

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties. The effective date of this Agreement is May 13, 2026, and shall apply to services rendered as of such date.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**South Bay Community Development
District**

By: _____

Date: _____

KUTAK ROCK LLP

By:  _____
Jere L. Earlywine

Date: April 2, 2026

ATTACHMENT A

KUTAK ROCK LLP EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's standard expense reimbursement policy. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at the IRS approved reimbursement rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Attorney travel time will not be billed to Client. All other travel expenses (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) are billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS approved reimbursement rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed..

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

SECTION 2

SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT

Governmental Management Services
4530 Eagle Falls Place
Tampa, FL 33619

June 2, 2026

The Homes at Antigua Cove Homeowners Association, Inc.
c/o Excelsior Community Management LLC
6554 Krycul Avenue
Riverview, FL 33578

Re: Cost Share Agreement re Entry Landscape Enhancements

To Whom it May Concern:

I am writing on behalf of the South Bay Community Development District (the "**District**"). The District intends to pay for the materials and installation costs of landscaping enhancements located on District owned property for the Antigua Cove entry corridor beautification/enhancement project as described in the enclosed invoice from Russell Landscape Florida, LLC ("**Costs**"). This letter is to confirm our agreement to share in the responsibility for payment of the Costs equally between the District and the Homes at Antigua Cove Homeowners Association, Inc. ("**Antigua Cove HOA**"). Pursuant to this letter, the District shall pay the full amount identified in the enclosed invoice and the Antigua Cove HOA shall pay 50% of the Costs to the District within thirty (30) calendar days of receiving an invoice from the District.

If the Antigua Cove HOA agrees to the terms of this letter agreement, please sign below and return a signed copy to our office. Thank you for your attention to this matter.

Sincerely,

South Bay Community Development District

Signed by:
By: Ian Brown
32DF01300B44471...
Its: Authorized Representative

The Homes at Antigua Cove Homeowners Association, Inc.

By: Steven Fancy
Print: Steven Fancy
Its: President

Enclosure

Russell Landscape Florida, LLC
4300 Woodward Way
Sugar Hill, GA 30518



Invoice #: 2063070

Date: 05/11/26

Invoice Due Date: 05/11/26

Payment Terms: Due Upon Receipt

To : Antigua Cove HOA
3079 Bermuda Sloop Circle
Ruskin, FL 33570

Contract : 55-0313-00 Antigua Cove HOA

Thank You For Your Business

Contract Item	Total
<p>1 Enhancements - Landscape rip and replace</p> <p><i>Preparation for Landscape Enhancement - To include sod removal, beveled hard edge, plant removal and relocation of Mexican beach Pebbles. Installation of Compost Soil, Plant Material, Geotextile fabric, Staples and Decorative Stone. Irrigation inspection and modification as necessary for full coverage.</i></p> <p><i>Approved by: Mary Madden 4/17/26</i></p>	<p>25,962.25</p> <hr/> <p>25,962.25</p>
<p>PLEASE REMIT PAYMENT TO: Russell Landscape Florida, LLC PO Box 96747 Charlotte, NC 28296-6747</p>	<p>Total : 25,962.25 Plus Sales Tax : 0.00 Less Retainage : 0.00 Total Due This Invoice : 25,962.25</p>

SECTION V

SECTION A

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

The regular meeting of the Board of Supervisors of the South Bay Community Development District was held on Wednesday, **May 13, 2026**, at 1:01 p.m. at the Little Harbor POA Clubhouse, 611 Destiny Drive, Ruskin, Florida.

Present and constituting a quorum:

Ian Brown	Chairman
John Aldrich	Assistant Secretary
Mary Madden	Assistant Secretary
Logan Anglewicz	Assistant Secretary

Also present were:

Brian Young	District Manager, GMS
Kristen Gray	Gray Robinson
Nikki Day <i>by Zoom</i>	Gray Robinson
Richard Brylanski	District Engineer
Delfino	Russell Landscape

The following is a summary of the discussions and actions taken at the May 13, 2026 South Bay Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Call to Order & Roll Call

Mr. Young called the meeting to order and called roll. Five Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Approval of Agenda

Mr. Young reviewed the agenda for the meeting.

On MOTION by Mr. Anglewicz, seconded by Ms. Madden, with all in favor, the Agenda, was approved. 4-0

THIRD ORDER OF BUSINESS

Audience Comments (*Limited to Three (3) Minutes Per Individual on Agenda Items*)

Mr. Young opened the audience comment period for agenda items only.

Resident (Steve Fancy, President of the Antigua Cove Homeowners Association) addressed the Board regarding storm drain maintenance within Antigua Cove Phase 3. Mr. Fancy expressed concern that the issue could lose momentum following changes in management and emphasized the need for timely action. He noted that MRI Construction inspected the storm drain system in August 2025 and found that many of the drains were heavily silted, with some reportedly 50% to 75% obstructed. Mr. Fancy stated that he personally removed multiple bags of trash and debris from the storm drain system and discussed ongoing coordination between the District and Lennar regarding reimbursement of storm drain cleaning costs. He further advised that Lennar had recently completed vegetation removal from outfall structures within the detention pond, which had previously been clogged and restricting drainage. Mr. Fancy encouraged the District to proceed with the remaining storm drain cleaning work to address the identified maintenance issues.

A resident stated that roadway and seawall repair work had begun within the community and acknowledged the progress being made. However, additional seawall repairs were still needed near his property and the resident inquired about the anticipated schedule for completing the remaining work. Staff advised that the identified repairs were included as part of the overall repair project. The resident also raised concerns regarding a potential safety issue and provided his address for follow-up. Staff agreed to coordinate with the District Engineer regarding the concern and provide additional information following the meeting.

A resident addressed the Board regarding seawall conditions within the community. She referenced prior engineering findings identifying areas of concern and expressed the view that additional corrective work may be needed to address the underlying deterioration. She requested that the District continue to prioritize evaluation and repair of the affected seawall areas. Staff advised that follow-up discussions would occur after the meeting regarding the concerns raised.

FOURTH ORDER OF BUSINESS

Staff Reports

A. Landscape Manager

Delfino with Russell Landscape introduced himself as the account manager assigned to the District and provided an overview of ongoing landscape maintenance operations. He advised that Russell Landscape was continuing to familiarize itself with the community and address maintenance needs throughout the District. He encouraged residents and Board members to submit work orders for landscaping concerns so they could be tracked and addressed promptly.

Delfino reported that the District's irrigation system was operational and that irrigation inspections and wet-check evaluations were underway. He advised that monthly irrigation reports would be provided identifying areas requiring repair, replacement, or adjustment, including sprinkler heads, nozzles, coverage issues, and other irrigation deficiencies. He noted that coverage would continue to improve as repairs were completed and system adjustments were made.

Board members discussed the desire to receive regular irrigation reports and irrigation schedules to assist with responding to resident inquiries regarding watering times and coverage areas. Delfino confirmed that irrigation schedules and monthly reporting could be provided, including information regarding watering days, start times, and irrigation zones. He also noted that Russell Landscape was evaluating controller operations and other system components to improve overall irrigation performance throughout the community.

The Board thanked Delfino for his report and ongoing efforts.

B. District Engineer

Mr. Brylanski presented the results of a comprehensive assessment of the District's seawall system, including current conditions, identified deficiencies, maintenance history, projected service life, and estimated repair and replacement costs. The presentation reviewed structural concerns related to aging seawall sections, drainage deficiencies, failed or clogged weep holes, settlement behind portions of the seawall, sinkhole development, and areas requiring future rehabilitation. Various repair alternatives were discussed, including whaler and anchor systems, riprap protection, soil stabilization methods, drainage improvements, and full replacement options, along with associated cost estimates and expected service life. Mr. Brylanski reported that recently completed maintenance activities, including crack repairs, weep-hole restoration, jet filter installation, and drainage improvements, were intended to extend the useful life of the seawall system but would not eliminate the need for future capital improvements.

Board members engaged in extensive discussion regarding seawall conditions, long-term maintenance obligations, reserve planning, project prioritization, potential liability associated with

original construction deficiencies and estimated future repair costs. Questions were raised regarding sinkhole remediation, drainage performance, exposed residential seawall sections, and the status of recently completed maintenance work. The Engineer explained that the seawalls remain structurally serviceable at present but will require ongoing monitoring, maintenance, and future capital investment to address long-term deterioration and drainage-related concerns. The Board received the presentation and thanked the Engineer for the report.

C. District Counsel

Ms. Gray stated she had nothing to report at this point and that most of her items are under the business agenda.

D. District Manager

1. Discussion of District Transition Checklist (*To be Provided Under Separate Cover*)

Mr. Young provided an update regarding the District transition process and efforts to obtain historical records from the prior management company and related parties. It was reported that significant gaps exist in the District's records, including missing resolutions, agreements, and other documents from previous years, resulting in substantial administrative work to reconstruct the District's records and operational history. Mr. Young advised that staff continues to work with legal counsel, accounting personnel, Board members, and representatives of involved entities to obtain the missing information and resolve outstanding recordkeeping issues.

The Board was informed that correspondence had been initiated with responsible parties regarding the missing records and that additional follow-up efforts were underway. Mr. Young indicated that the matter remains a work in progress and that updates would continue to be provided as information becomes available. The Board discussed the challenges associated with the transition and acknowledged the ongoing efforts to organize District records and establish complete administrative documentation.

2. Discussion of Elections

Mr. Young provided an update regarding election-related matters and the District's governance records. It was reported that historical election and landowner election documentation may not have been properly completed or maintained during prior administration, requiring additional review and cleanup. Staff advised that research is ongoing to determine the status of

prior election actions, board seats, and upcoming election requirements. The Board was informed that additional information is being gathered and that recommendations will be provided as the review progresses.

The discussion also included questions regarding a previously approved landscaping project and related expenditures. Board members discussed whether the work constituted a special project subject to cost-sharing between the CDD and HOA, as well as questions regarding invoicing, maintenance responsibilities, and authorization procedures. District staff indicated that further clarification was needed and agreed to follow up regarding project billing, responsibility allocations, and any necessary agreements between the entities.

The Board acknowledged the ongoing review of election-related and administrative matters and directed staff to continue investigating outstanding issues and report back with additional information and recommendations.

FIFTH ORDER OF BUSINESS

Consideration of Proposals for District Counsel Services *(To be Provided Under Separate Cover)*

A. Kilinski Van Wyk, PLLC

Representatives of Kilinski Van Wyk, PLLC presented the firm's qualifications and legal services proposal to the Board. The firm advised they focus primarily on special districts and community development districts throughout Florida. The firm stated that it currently represents numerous CDDs and maintains offices in Tampa, Tallahassee, and Jacksonville.

The presenters discussed the firm's team approach, explaining that multiple attorneys would be familiar with District matters to ensure continuity of service and responsiveness. The firm emphasized its experience representing districts at various stages of development and operation, including districts with complex stakeholder interests involving residents, commercial property owners, developers, and other constituencies.

The firm reviewed its proposed fee structure, including attorney and paralegal billing rates, and noted that its proposal included annual rate caps and limitations on meeting attendance charges. Representatives stated that the firm seeks to manage costs by utilizing attorneys and support staff appropriate to the complexity of each assignment.

The Board inquired regarding the firm's experience working with District's that have diverse and sometimes competing interests among residents, developers, bondholders, and

commercial entities. Firm representatives responded that they regularly represent districts facing similar circumstances and assist boards and staff in addressing competing interests while advancing district goals.

Additional discussion addressed response times, preparation of legal work products, contract termination provisions, internal collaboration among attorneys, and methods for sharing institutional knowledge to ensure consistent legal service. Representatives stated that the firm generally responds to inquiries within 24 to 72 hours and maintains a collaborative structure that allows multiple attorneys to remain informed on district matters.

The Board thanked the representatives for their presentation and response to questions.

B. Kutak Rock LLP

Representatives of Kutak Rock LLP presented their qualifications and experience serving community development districts throughout Florida. The firm explained that it represents a substantial number of community development and stewardship districts and emphasized its statewide presence, depth of resources, and concentration in district law, public finance, contracts, procurement, construction matters, and litigation.

The presenters discussed the firm's experience addressing issues similar to those facing the District, including seawall matters, sinkholes, easements, construction defects, contractor disputes, bid packages, performance bonds, and claims involving developers and contractors. Representatives noted that the firm has assisted districts in evaluating responsibility for infrastructure failures, pursuing available remedies, and navigating related legal and operational challenges.

Kutak Rock described its team-based staffing model, explaining that matters are assigned to attorneys and professionals at the appropriate experience level to provide efficient and cost-effective service. The firm stated that routine matters may be handled by associates or contract attorneys, while more complex matters would receive senior attorney involvement as necessary. Representatives emphasized that the firm utilizes internal collaboration and knowledge-sharing among attorneys across Florida to remain current on legislative developments, procedural requirements, and emerging issues affecting districts.

Board members inquired about the firm's experience working with communities that have diverse stakeholder interests, including residents, commercial property owners, developers, and

bondholders. Firm representatives indicated they regularly assist districts with governance challenges, community disputes, developer-related matters, and other situations involving competing interests among stakeholders.

The Board also discussed responsiveness and staffing. Kutak Rock representatives stated that the District would have a designated primary attorney and point of contact, while also benefiting from the firm's broader bench of attorneys and support personnel. The firm explained that its staffing structure allows for prompt response times and continuity of service when attorneys are unavailable. Representatives further stated that matters would be routed to the most appropriate professional based on the nature and complexity of the issue to maximize efficiency and control costs.

Additional discussion addressed local representation and availability. The firm advised that it maintains attorneys throughout Florida and would provide accessible support to the District while utilizing firm-wide resources when specialized expertise is required.

Representatives concluded by emphasizing the firm's extensive district experience, collaborative structure, responsiveness, and commitment to delivering high quality legal services in a cost-effective manner. The Board thanked the representatives for their presentation and responses to questions.

C. Straley Robin Vericker

Representatives of Straley Robin Vericker appeared before the Board and provided an overview of the firm's qualifications and experience representing community development districts and related local government entities throughout Florida. The presenters stated that the firm's primary practice area is community development district representation and described experience with Chapter 190 matters, public finance, assessments, procurement, public records, sunshine law compliance, and district governance.

The representatives explained that a designated attorney would serve as the District's primary day-to-day contact while drawing upon senior attorneys, paralegals, litigators, and other specialized professionals within the firm as needed. The firm emphasized its Tampa Bay presence, accessibility to clients, and ability to attend meetings and respond to District matters in person.

Board members discussed the District's unique characteristics, including its residential neighborhoods, commercial interests, marina operations, bondholder relationships, developer

interests, and other stakeholder considerations. Firm representatives acknowledged the complexity of those issues and describes experience assisting districts through developer transitions, bond restructurings, economic downturns, workout situations, and other matters involving competing interests.

The representatives further discussed the firm's approach to specialized matters, noting that attorneys with specific expertise would be engaged when necessary for construction, litigation, conflicts, or other complex matters. The firm emphasized the importance of identifying and managing potential conflicts among developers, contractors, bondholders, and other entities involved in district operations.

Board members asked questions regarding responsiveness, staffing, local presence, and experience with similar districts. The representatives stated that the firm currently represents approximately 125 communities, primarily within the Tampa Bay area, and indicated that routine matters are often addressed promptly due to the firm's experience and existing resources. The representatives also stated that the firm can accommodate urgent requests when deadlines are communicated and emphasized their commitment to responsiveness and client service.

The Board thanked the representatives for their presentation and responses to questions.

D. Persson, Cohen, Mooney, Fernandez & Jackson, P.A.

Representatives of Persson, Cohen, Mooney, Fernandez & Jackson, P.A. introduced their firm and outlined their experience representing local governments, municipalities, special districts, and community development districts throughout Florida. The presenters explained that the firm is a boutique local-government practice comprised of attorneys whose primary focus is municipal law, CDD representation, procurement, legislative matters, and special district governance.

The firm emphasized its extensive experience representing resident-controlled CDDs and stated that a substantial portion of its practice is devoted to attending board meetings, advising district boards, and assisting with the day-to-day legal needs of local governmental entities. Representatives noted that the firm currently serves more than thirty CDDs and numerous municipalities and special districts, providing broad experience with governance, public meetings, procurement, elections, public records, ethics, contracts, and operational matters.

The presenters highlighted the firm's commitment to responsiveness and communication, stating that attorneys make themselves directly available to board members, district managers, and

consultants. The firm emphasized prompt responses to emails and phone calls, frequent communication regarding project status, and a collaborative approach to serving as part of the District's professional team. Representatives stated that clients are kept informed throughout the legal matters and are provided with realistic timelines and regular progress updates.

The firm discussed its team-based approach to representation and identified attorneys with specialized expertise in municipal law, legislative matters, procurement, and special district operations. Representatives explained that multiple attorneys would be available to assist the District, ensuring continuity of service and coverage if a primary attorney were unavailable.

During discussion, the Board described the District's unique circumstances, including its mix of residential and commercial interests, ongoing development and turnover matters, bondholder considerations, marina and waterfront issues, and seawall-related concerns. Firm representatives responded that they regularly represent districts and communities facing similar challenges and cited experience with developer transitions, turnover matters, election issues, commercial components, marina operations, waterfront infrastructure, and seawall-related matters. The presenters indicated that they have assisted districts through complex governance disputes and operational challenges and would be able to guide the District through similar issues.

Representatives further noted that the firm's resident-controlled district practice minimizes potential conflicts associated with developer representation and allows the firm to focus exclusively on district interests. The firm emphasized its experience navigating turnover and property-transfer issues and assisting boards through election-related matters and governance disputes.

Board members inquired about the firm's geographic presence, number of represented communities, and anticipated response times. Representatives advised that the firm maintains offices in the Lakewood Ranch and Venice areas and serves numerous municipalities, special districts, and community development districts throughout the region. The firm explained that response times depend on the complexity of a matter but emphasized its commitment to maintaining communication, providing status updates, establishing timelines for completion, and delivering work products as efficiently as possible.

The Board thanked the representatives for their presentation and responses to questions.

E. Nason, Yeager, Gerson, Harris & Fumero, P.A.

Representatives Ms. Martin and Steve of Nason, Yeager, Gerson, Harris & Fumero, P.A. introduced their firm and explained that the firm has more than 50 attorneys and provides a broad range of legal services statewide, while also offering specialized expertise in areas frequently impacting community development districts.

Ms. Martin emphasized the firm's particular strengths in water management, water quality, water quantity, resiliency planning, seawalls, drainage issues, stormwater systems, and related environmental and regulatory matters. It was noted that one representative has authored legislation and regulations concerning water resources and explained that the firm regularly assists districts with complex infrastructure and resiliency challenges. While the firm is capable of handling general district counsel matters, it also offers specialized expertise for issues involving drainage systems, seawalls, stormwater management requirements, and coordination with regulatory agencies.

Representative Steve discussed his experience representing special districts and local governments, including water control districts and utility authorities. He explained that he would serve as the primary day-to-day contact for the District, handling routine legal matters, responding to Board inquiries, and ensuring timely completion of assignments. He described the firm's approach as providing prompt responsiveness for everyday issues while utilizing the firm's broader resources and specialized attorneys when more complex matters arise.

During Board discussion, members described the District's unique governance structure, including multiple stakeholder groups, bondholders, commercial interests, residents, and ongoing developer involvement. A Board member asked whether the firm had experience working with communities that have competing interest and multiple governing entities. Ms. Martin responded that the firm has extensive experience drafting and coordinating documents among community development district's, homeowners' associations, master associations, and developers. She explained that the firm routinely addresses governance structures, allocation of responsibilities, financial assurances, and dispute-prevention measures designed to reduce future conflicts among various parties.

Board members also asked about the firm's fee structure and the distinction between services covered under a fixed monthly fee versus services billed separately. The presenters explained the routine district counsel services and standard litigation matters would generally be included within the proposed scope of services. However, complex or extended litigation, jury trial

matters, employment disputes, or other extraordinary legal proceedings would typically be considered outside the standard scope and may require separate billing arrangements. The Board discussed the importance of clearly defining those distinctions in any agreement.

Additional discussion addressed the firm's location and availability. Ms. Martin advised that she is based in St. Petersburg but regularly serves clients throughout Florida and would be available to attend District meetings as needed. The presenters also described their current representation of several special districts and local governmental entities involving water management and drainage-related issues.

Following the conclusion of the question-and-answer period, Board members indicated that their questions had been addressed. Counsel advised that the Board could proceed with its discussion regarding the proposals, and the firm representatives agreed to step out while the Board deliberated.

Board members discussed the relative strengths and weaknesses of the firms that submitted proposals. Several members referenced prior experience working with firms including Kutak Rock, KVW, Straley Robin Vericker, and Nason Yeager.

One Board member commented that while Nason Yeager possessed strong expertise in stormwater and water-related issues, the District's needs extended beyond those specialties and required a firm with broader capabilities. Board members emphasized the District's unique and sometimes complex legal issues, noting the importance of selecting a firm with sufficient depth and resources to address a wide range of matters.

During discussion, members expressed favorable views regarding both Kutak Rock and KVW. Board members highlighted Kutak Rock's statewide presence, substantial attorney resources, and ability to provide comprehensive legal services. Concerns were also discussed regarding firms that outsource litigation matters rather than handling them internally.

As the discussion progressed, Board members agreed to narrow their consideration to their top choices. Several members identified Kutak Rock as their preferred firm, with KVW frequently mentioned as a strong secondary option. The Board reached a general consensus that Kutak Rock best matched the District's current and anticipated needs.

A motion was then made and seconded to select Kutak Rock LLP as District Counsel. During discussion of the motion, District management and counsel clarified that the proposed engagement agreement would return to the Board for formal approval at a future meeting and that

some transition time would be required before the engagement became effective. Board members acknowledged that any material contract revisions could be addressed during the approval process.

The Board ultimately voted to proceed with the selection of Kutak Rock as district Counsel, subject to final contract approval at a subsequent Board meeting.

Mr. Young opened the floor for public comment regarding the Board's proposed selection of a new District Counsel firm.

A resident expressed support for the Board's decision and encouraged moving forward with the selection process. He stated that the District would benefit from having legal representation capable of addressing issues associated with new development activity within the community and indicated confidence in the Board's judgement.

Another resident asked whether the Board's motion could include the anticipated cost of legal services. District Counsel explained that the law firm proposals would be become public records following the Board's notice of intended decision and that legal services were proposed on an hourly billing basis rather than as a fixed contract amount. As a result, there were no single dollar figure appropriate for inclusion in the motion. Board members further noted that the submitted rates were generally comparable among the firms considered and that no proposal presented a significant pricing advantage over the others.

A resident also asked whether there was a meaningful difference in pricing between Kutak Rock and KVVW. Board members responded that any difference in hourly rates were relatively minor and that the firm's pricing structures were generally close enough that the Boards decision was based primarily on qualifications, experience, and overall fit for the District rather than cost alone.

Mr. Young then invited comments from residents participating remotely via Zoom. No additional comments or questions were received.

Following the close of public comment, District Counsel provided clarification regarding the proposed motion. Counsel noted that Kutak Rock's hourly rates fell within the range of proposals submitted by the competing firms and recommended that the Board's selection be conditioned upon negotiation and approval of a final fee agreement. Counsel explained that the agreement would be revised to include statutory provisions and other standard contract language before being presented to the Board for final approval at a future meeting.

After the vote, Board members thanked all firms that participated in the proposal process for their time and interest in serving the District. District Counsel advised representatives of Kutak Rock that the proposed agreement would be revised and returned to the Board for approval at the June meeting, with the contract becoming effective upon that approval. Representatives of the selected firm thanked the Board and were invited to remain for the remainder of the meeting.

On MOTION by Mr. Brown, seconded by Ms. Madden with all in favor, Selecting Kutak Rock for District Counsel Services Subject to Final Contract Approval, was approved. 4-0

SIXTH ORDER OF BUSINESS

Business Administration

A. Approval of Minutes of the April 8, 2026 Meeting (*To be Provided Under Separate Cover*)

Mr. Young asked for a motion to approve the April 8, 2026, meeting minutes. Board members reviewed the draft minutes and identified several corrections, including typographical errors, inaccurate references, and revisions to portions of the discussion concerning Antigua Cove streetlights, easement matters, and a request related to the CDD.

During the review, Board members discussed a section of the minutes regarding potential reimbursement issues associated with Antigua Cove streetlights and clarified references to fiscal year timing and prior discussions. The Board also discussed concerns regarding existing street light lease agreements and the importance of reviewing contract terms before accepting ownership or maintenance responsibilities. Board members noted that certain lighting agreements could place long-term financial and insurance obligations on the District even when the District did not own the equipment.

Additional corrections were proposed to accurately reflect Board actions taken at the April meeting. One significant revision involved a motion concerning Parcel I easement and CDD matters, where Board members clarified that the original draft minutes incorrectly reflected the action taken and amended the record to accurately describe the Board's decision.

After completing its review and incorporating the discussed revisions, the Board approved the April 8, 2026, meeting minutes as amended.

On MOTION by Ms. Madden, seconded by Mr. Anglewicz, with all in favor, the April 8, 2026, Meeting Minutes, were approved as amended. 4-0

B. Approval of Special Counsel Services Agreement with Gray Robinson, P.A.

Mr. Young presented a Special Counsel Services Agreement with Gray Robinson P.A. to provide continuity and historical legal knowledge during the transition to newly selected District Counsel, Kutak Rock. District representatives explained that attorneys associated with Gray Robinson and its predecessor firms had represented the District since approximately 2004 and would remain available to assist with specialized matters, conflicts, or transition-related issues upon written request.

Board members discussed the proposed agreement and requested additional time to review the document before taking action. Following discussion, the Board agreed to table consideration of the agreement until a future meeting, when the document could be reviewed in greater detail.

C. Appointment of Audit Committee

Mr. Young reviewed the statutory process for selecting an audit firm and appointing an audit committee. He explained that Board members would serve as the audit committee, review audit proposals, evaluate firms using established criteria, and recommend an auditor for Board consideration.

Following discussion, the Board appointed its members to serve as the District's Audit Committee.

On MOTION by Mr. Brown, seconded by Ms. Aldrich, with all in favor, Appointing the Board Members to Serve as the District's Audit Committee, was approved. 4-0

D. Number of Registered Voters in District – 572

Mr. Young provided an update on the number of registered voters in the District being at 572.

E. Discussion of Election Qualifying Period

Mr. Young reviewed the upcoming election qualifying period. He advised that two Board seats would be subject to election in 2026 and discussed filing deadlines and qualification requirements.

Board members discussed uncertainties regarding seat assignments, historical records, and Board terms. It was explained that additional review and coordination would be necessary to determine the affected seats and confirm election-related requirements. Staff and counsel indicated they would continue researching the issue and provide further guidance before the qualifying period.

F. Discussion of July 1, 2026 Form 1 Filing Deadline

Mr. Young provided a reminder regarding the annual Form 1 financial disclosure filing requirement and the July 1, 2026, filing deadline. District staff advised Board members that filing procedures had changed and that forms must be obtained through the appropriate website. Staff indicated that additional information would be distributed by email.

SEVENTH ORDER OF BUSINESS**Supervisors' Requests**

Mr. Young asked for Supervisor requests. The Board discussed several supervisor requests and operational matters, including responsibility for certain community maintenance expenses, the status of ongoing infrastructure and repair projects, and options for future meeting dates, times, and locations. Staff and Counsel agreed to review outstanding issues and provide additional information and recommendations at a future meeting.

EIGHTH ORDER OF BUSINESS**Audience Comments – *(Limited to Three (3) Minutes Per Individual)***

Residents provided comments regarding community improvement project invoicing, maintenance concerns involving streetlights and seawall condition, and questions related to the upcoming election qualifying period and Board seat elections. District staff and counsel responded to questions, indicated that certain matters remained under review, and advised that additional information would be provided as it became available.

NINTH ORDER OF BUSINESS

**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**

Mr. Young stated the next scheduled meeting is Wednesday June 10, 2026.

TENTH ORDER OF BUSINESS

Adjournment

Mr. Young adjourned the meeting.

On MOTION by Ms. Madden, seconded by Mr. Brown, with all in favor, the meeting was adjourned. 4-0

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION B

RESOLUTION 2026-06
[FY 2027 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the South Bay Community Development District (“**District**”) prior to June 15, 2026, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: August 12, 2026
TIME: 1:00 p.m.
LOCATION: Little Harbor POA Clubhouse
611 Destiny Dr., Ruskin, FL 33570

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 10TH DAY OF JUNE 2026.

ATTEST:

**SOUTH BAY COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

SECTION C

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT CONFIRMING THE DISTRICT'S USE OF THE HILLSBOROUGH COUNTY SUPERVISOR OF ELECTIONS TO CONTINUE CONDUCTING THE DISTRICT'S ELECTION OF SUPERVISORS IN CONJUNCTION WITH THE GENERAL ELECTION

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 Board of Supervisors of South Bay Community Development District (hereinafter the "Board") seeks to implement Section 190.006(3)(A)(2)(c), Florida Statutes, and to instruct the Hillsborough County Supervisor of Elections (the "Supervisor") to conduct the District's General Elections.

WHEREAS, the Supervisor has requested the District adopt a resolution confirming the District's use of the Supervisor for the purpose of conducting the District's future supervisor elections in conjunction with the General Election; and

WHEREAS, the District desires to continue to use the Supervisor for the purpose of conducting the District's supervisor elections in conjunction with the General Election.

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

Section 1. The Board is currently made up of the following individuals: John Aldrich, Mary Madden, Scott Campbell, and Ian Brown.

Section 2. The term of office for each member of the Board is as follows:

Vacant	Seat 1	four year – expires 11/2028
Mary Madden	Seat 2	four year – expires 11/2026
John Aldrich	Seat 3	four year – expires 11/2028
Scott Campbell	Seat 4	four year – expires 11/2026
Ian Brown	Seat 5	four year – expires 11/2026

Section 3. Seat 2, currently held by Mary Madden, Seat 4, currently held by Scott Campbell, and Seat 5, currently held by Ian Brown, are scheduled for the General Election in November 2026.

Section 4. Pursuant to Section 190.006(8), Florida Statutes, members of the Board shall be entitled to receive for their services an amount not to exceed \$200 per meeting of the Board,

not to exceed \$4,800 per year per member.

Section 5. The term of office for the individuals to be elected to the Board in the November 2026 General Election is four years.

Section 6. The new Board members shall assume office on the second Tuesday following their election.

Section 7. The District hereby instructs the Supervisor to continue conducting the District's elections in conjunction with the General Election. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

PASSED AND ADOPTED THIS 11th DAY OF MARCH 2026.

ATTEST:

**SOUTH BAY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/ Vice Chairperson

SECTION D

RESOLUTION 2026-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING DISTRICT BOARD SEATS; CONFIRMING THE DISTRICT’S USE OF THE HILLSBOROUGH COUNTY SUPERVISOR OF ELECTIONS TO CONTINUE CONDUCTING THE DISTRICT’S ELECTION OF SUPERVISORS IN CONJUNCTION WITH THE GENERAL ELECTION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, South Bay Community Development District (“**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, on May 13, 2022, at the request of the Hillsborough County Supervisor of Elections (“**SOE**”), the Board of Supervisors of the District (“**Board**”) adopted Resolution 2022-01, numbering and labeling Board seats for ease of future elections; and

WHEREAS, on May 8, 2024, at the request of the SOE, the Board adopted Resolution 2024-01, numbering and labeling District Board seats; and

WHEREAS, on November 5, 2024, elections for Board seats 1 and 3 were conducted by the SOE in a general election; and

WHEREAS, the Board finds that Resolution 2024-01 mislabeled certain seats and term expiration dates and, while the mislabeling did not affect the 2024 general election, the Board now desires to clarify the seat designations for current Board members and to confirm the District’s use of the SOE for the purpose of conducting the District’s future supervisor elections in conjunction with general elections.

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

Section 1. The Board hereby designates Seats 1 through 5 of the District Board as follows:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Logan Anglewicz	11/2028
2	Ian Brown	11/2026
3	John Aldrich	11/2028
4	Scott H. Campbell	11/2026
5	Mary Madden	11/2028

Section 2. Seats 2 and 4 are scheduled for general election in November 2026. Seat 5 is scheduled for general election in November 2028. The term of office for the individuals to be elected to the Board in general elections is four years. The new Board members shall assume office on the second Tuesday following their election. Pursuant to section 190.006(8), *Florida Statutes*, members of the Board shall be entitled to receive for his or her services an amount not to exceed \$200 per meeting of the Board, not to exceed \$4,800 per year per member.

Section 3. The District hereby instructs the Supervisor to continue conducting the District’s elections in conjunction with the general elections. The District understands that it will be responsible to

pay for its proportionate share of the general election cost and agrees to pay same within a reasonable time after receipt of an invoice from the SOE.

Section 4. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

Section 5. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed. All terms District resolutions that are not amended by this Resolution remain effective as if those terms were fully set forth herein.

Section 6. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 10TH DAY OF JUNE 2026.

ATTEST:

**SOUTH BAY COMMUNITY
DEVELOPMENT DISTRICT**

SECRETARY / ASST. SECRETARY

CHAIRPERSON / VICE CHAIRPERSON

SECTION E

RESOLUTION 2026-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND APPROVING THE CHANGE OF DESIGNATED REGISTERED AGENT AND REGISTERED OFFICE OF SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT.

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 is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

SECTION 1. Brian Young of Governmental Management Services – Tampa, LLC, is hereby designated as the Registered Agent for the District.

SECTION 2. The District’s Registered Office shall be located at 4530 Eagle Falls Place, Tampa, Florida 33619.

SECTION 3. In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with Manatee County and the Florida Department of Commerce.

SECTION 4. This Resolution shall become effective immediately upon adoption and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED AND ADOPTED this 10th day of June 2026.

ATTEST:

SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SECTION F

Nikki C. Day, B.C.S. | Nikki.Day@gray-robinson.com | T 813.273.5000
101 East Kennedy Boulevard, Suite 4000, Tampa, Florida 33602 | F 813.273.5145

June 10, 2026

VIA PDF EMAIL ONLY

Board of Supervisors, South Bay Community Development District
c/o GMS as District Manager
4530 Eagle Falls Place
Tampa, FL 33619
nviverito@gms-tampa.com
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.

South Bay Community Development District

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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

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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.

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- **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.

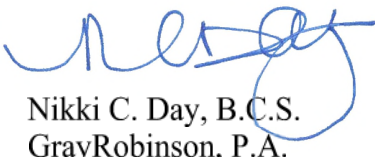
Entire Agreement

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,



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

Enclosures

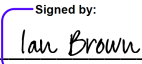
South Bay Community Development District

June 10, 2026

Page 5

The terms of this representation are accepted
this 28 day of May, 2026

SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT

By:  _____
Signed by:
32DF01300B44471...

Print Name: Ian Brown

Date: 2026-05-28

Attached: Additional Understanding Regarding Representation
 Privacy Policy

South Bay Community Development District

June 10, 2026

Page 6



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

June 10, 2026

Page 7

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 119.0701(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

GRAYROBINSON

PRIVACY POLICY

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy and do not take lightly the confidence you place in us.

In the course of providing our clients with financial and tax planning and preparation services, employment counseling, bankruptcy activities, certain real estate services, and other certain financial services, we receive significant personal financial information about you either from you or with your authorization. If you are a current or former client of GrayRobinson, P.A. you should know that all information that we receive about you is held in extreme confidence, and is not released to any person or entity outside of this law firm, except as agreed upon by you, or as required under applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your non-public personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions regarding this matter. Your privacy, our professional ethics, and the ability to provide you with quality legal services are very important to us.

SECTION G

Little Harbor Seawall Program Maintenance Program

Purpose

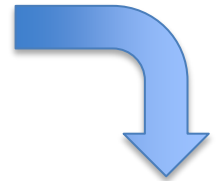
Assist the District with evaluating near-term (10-Year) stabilization requirements and capital funding strategies.



Assets & Conditions



Maintenance & Replacement Projections



Options / Sensitivity



Financial Model



Little Harbor Seawall Program Maintenance Program

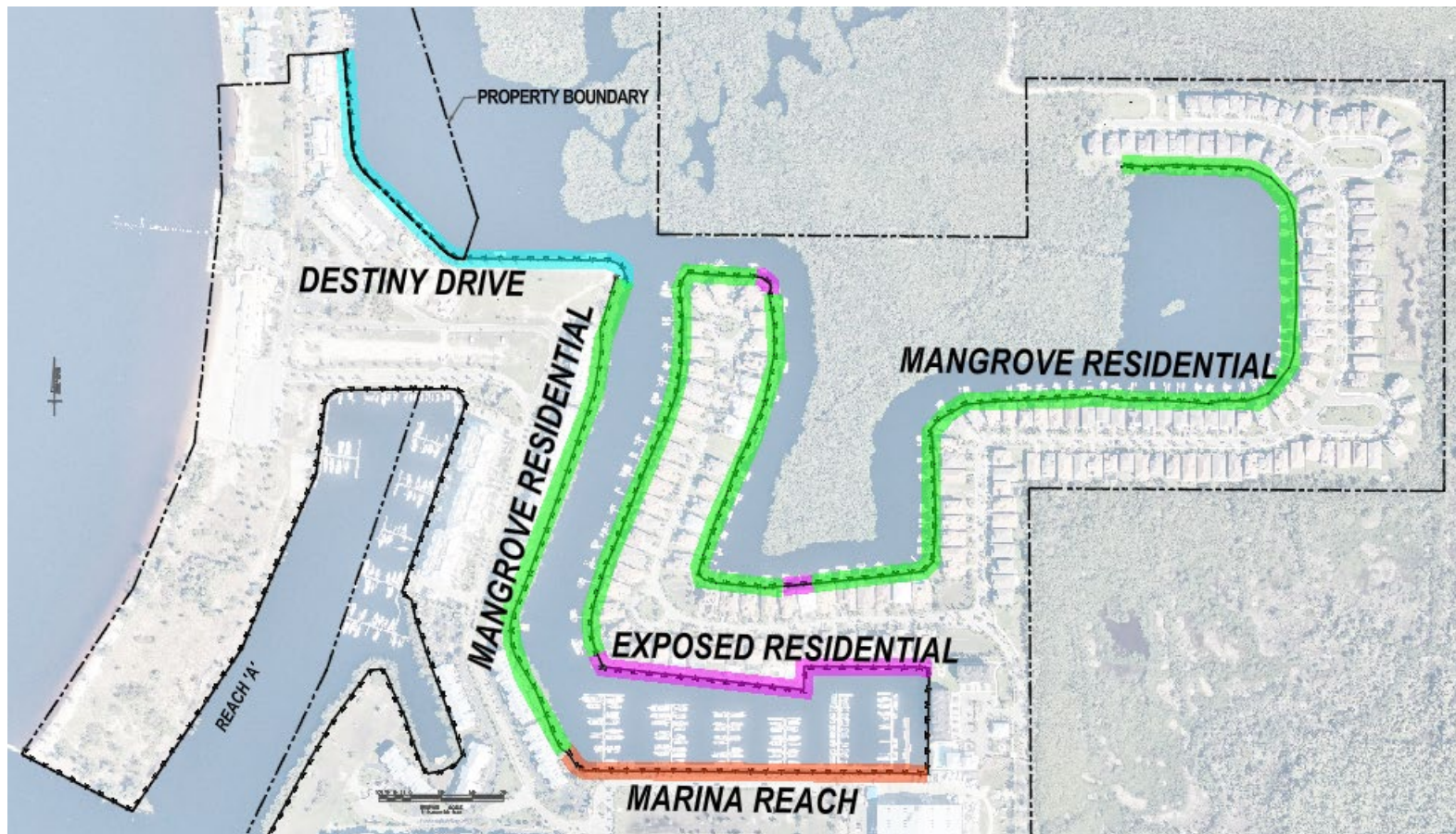
Preliminary Capital Funding & Reserve Strategy | May 12, 2026



Assets & Conditions

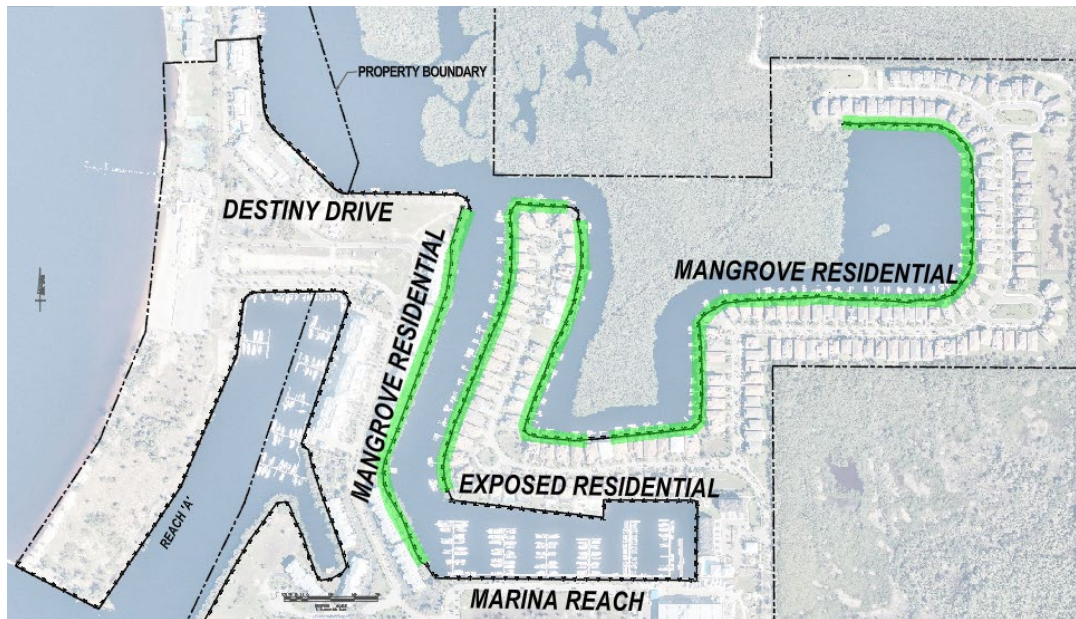
Seawall Assets

- ~11,500 ft
- 4 Typical Seawall Conditions

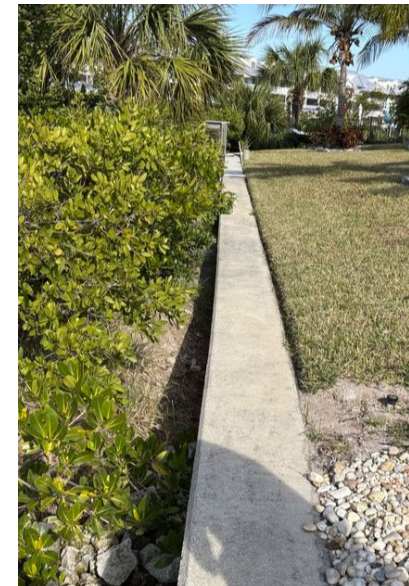


Seawall Assets Mangrove Residential

- ~7,600 ft
- Small Exposed Height
- Minor Maintenance Obligations
- Remaining Useful Life > 10 Years



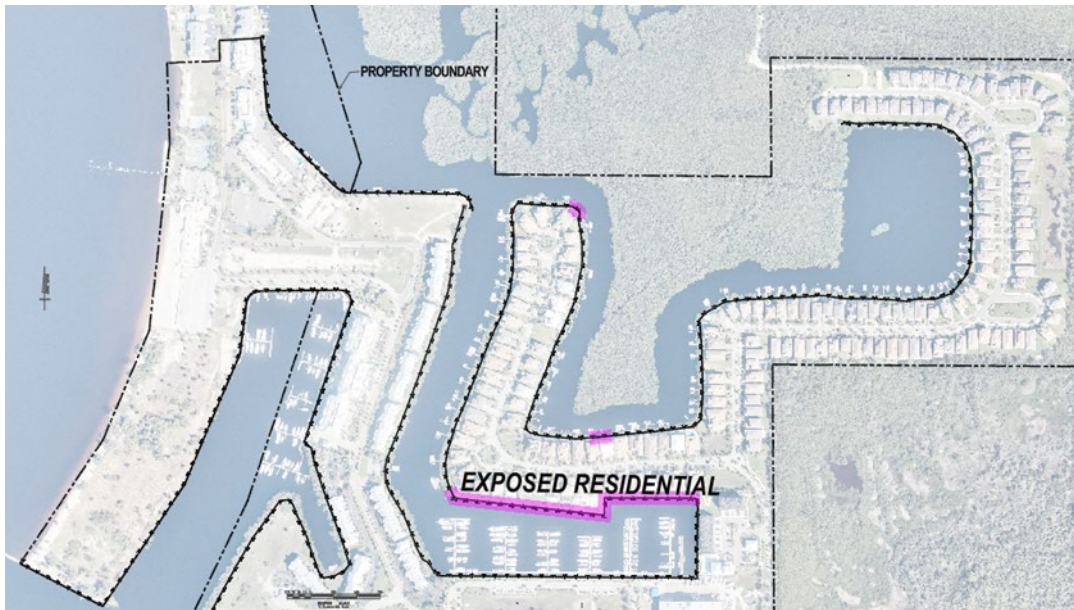
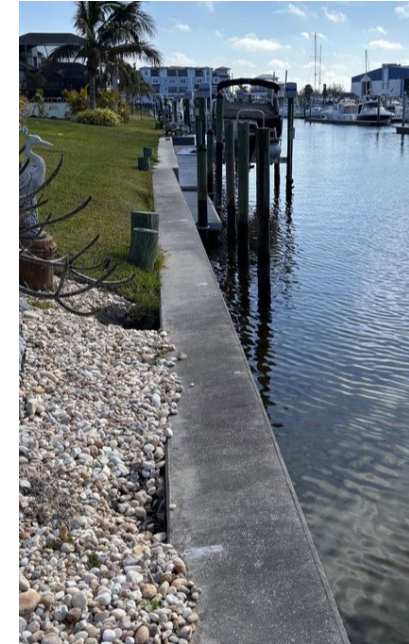
South Bay Community Development District | Little Harbor, Ruskin, Florida



Little Harbor Seawall Program Maintenance Program

Seawall Assets Exposed Residential

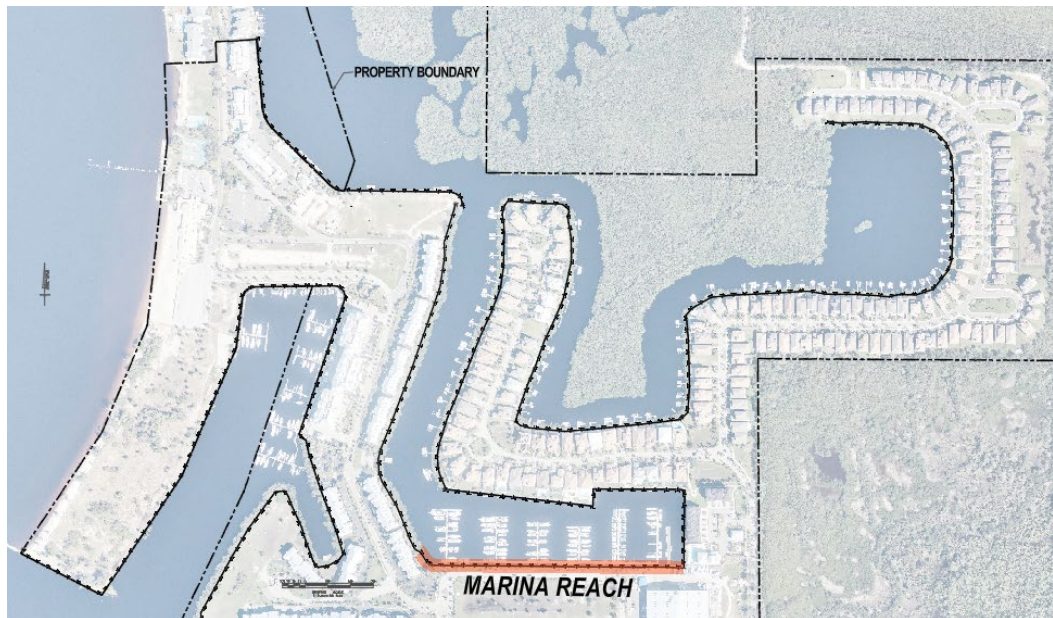
- ~1,350 ft
- Moderate Exposed Height (~6 ft)
- Prevalent & Chronic Sinkholes
- Rotated concrete cap and sheets, likely “short sheeted”
- Upland drainage issues
- Susceptible to Hurricane “Blow Out” Failures
- Portions in jeopardy of useful life < 10 Years w/out major repair (walers & anchors)



Little Harbor Seawall Program Maintenance Program

Seawall Assets Marina

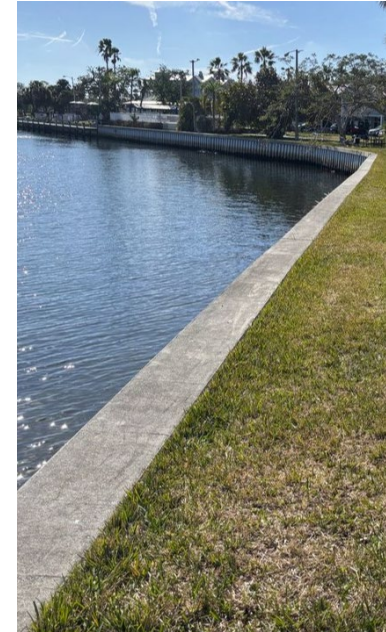
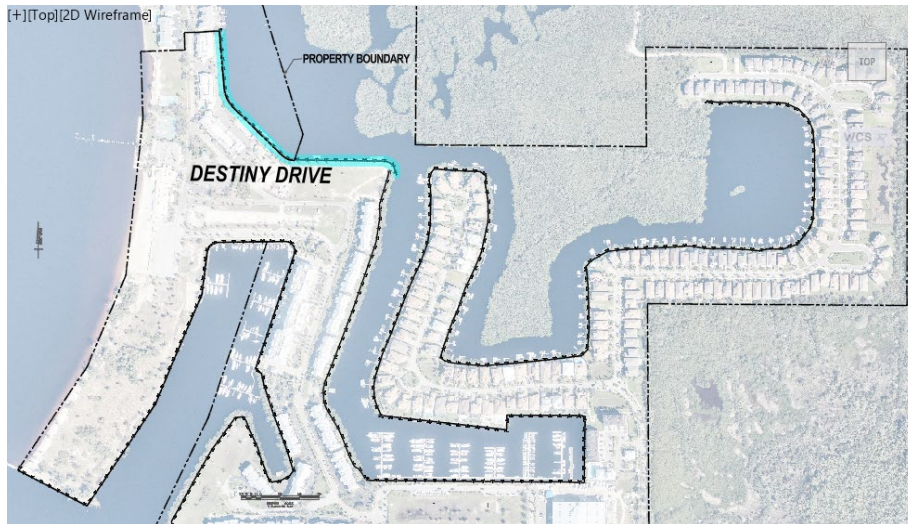
- ~1,200 ft
- Substantial Exposed Height
- Rotated concrete cap and sheet bowing
- Likely “short sheeted” and undersized
- Susceptible to Hurricane “Blow Out” Failures
- Portions in jeopardy of having useful life < 10 Years w/out major repair / replacement



Little Harbor Seawall Program Maintenance Program

Seawall Assets Destiny Drive

- ~1,400 ft
- Moderate Exposed Height
- Sheets are typically “plumb” (vertical)
- Substantial and prevalent sinkholes
- Useful life >10 years with maintenance
- One ~50 ft reach requires major repair or replacement



Little Harbor Seawall Program Maintenance Program

Preliminary Capital Funding & Reserve Strategy | May 12, 2026



Maintenance & Replacement Projections

General O&M

- Annual Engineer Inspection & Program Update (this study) (\$12K)
- Post-Hurricane Inspection & Report (\$15K - once every two years)
- Maintenance Program
 - concrete repairs (cracks, spalling, expansion joints, etc.)
 - weep hole / filter cleaning
 - sinkhole mitigation
 - miscellaneous repairs

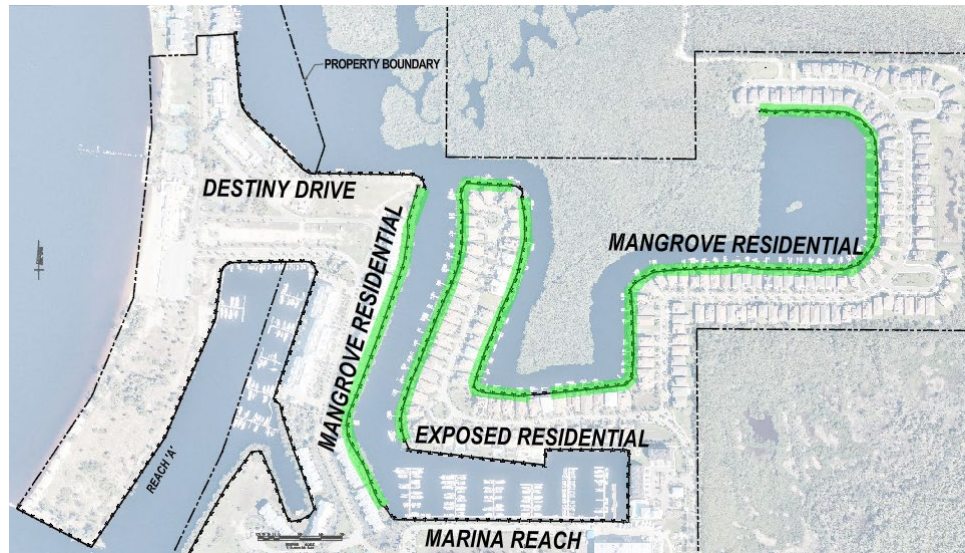
Average Annual O&M = \$50K

Little Harbor Seawall Program Maintenance Program

Mangrove Residential

Major Repairs / Replacement

10 Year Projection
None Anticipated



Little Harbor Seawall Program Maintenance Program

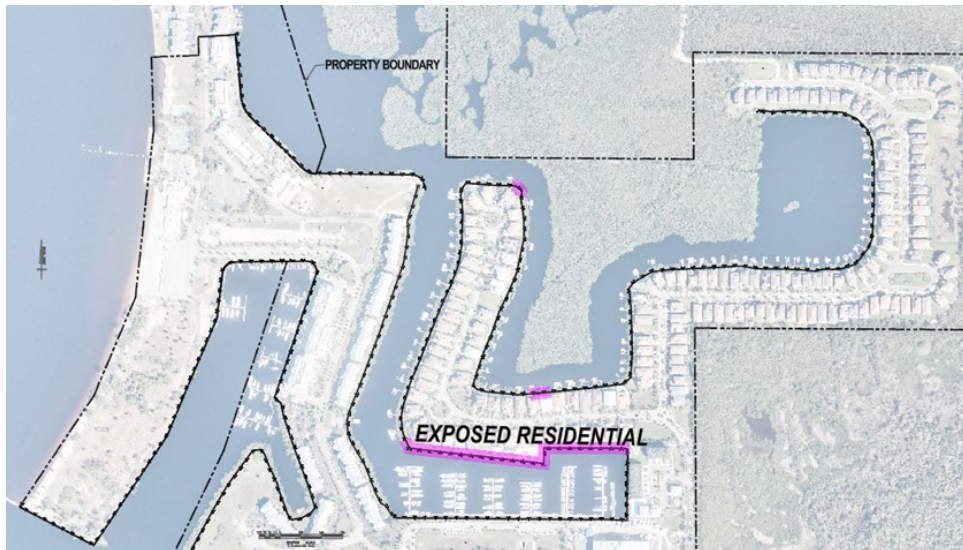
Exposed Residential *Major Repairs / Replacement*

Anticipated Solutions (TBD Based Upon Engineering Investigation)

- Waler w/helical anchors
- Soil stabilization injections
- Riprap toe protection
- Drainage improvements (e.g. swales, outfalls, etc.)

10 Year Projection

1,350 ft @ \$650/ft = ~ \$900K



South Bay Community Development District | Little Harbor, Ruskin, Florida



Little Harbor Seawall Program Maintenance Program

Marina

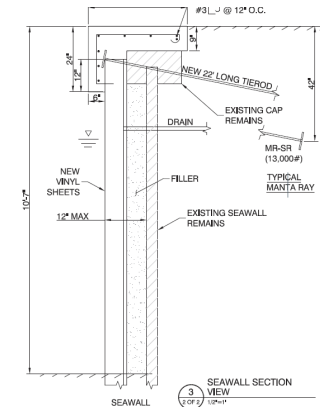
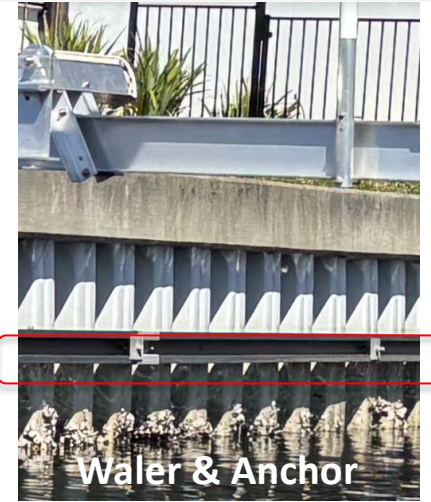
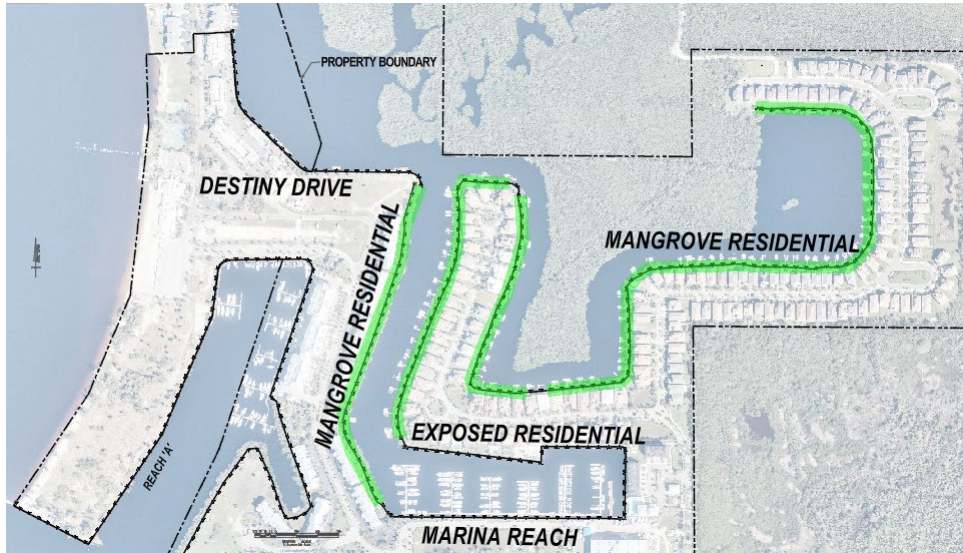
Major Repairs / Replacement

Anticipated Solutions (TBD Based Upon Engineering Investigation)

- Replacement
- Waler w/helical anchors
- Riprap toe protection

10 Year Projection

950 ft @ \$2,200/ft = ~ \$2.1M



Little Harbor Seawall Program Maintenance Program

Marina

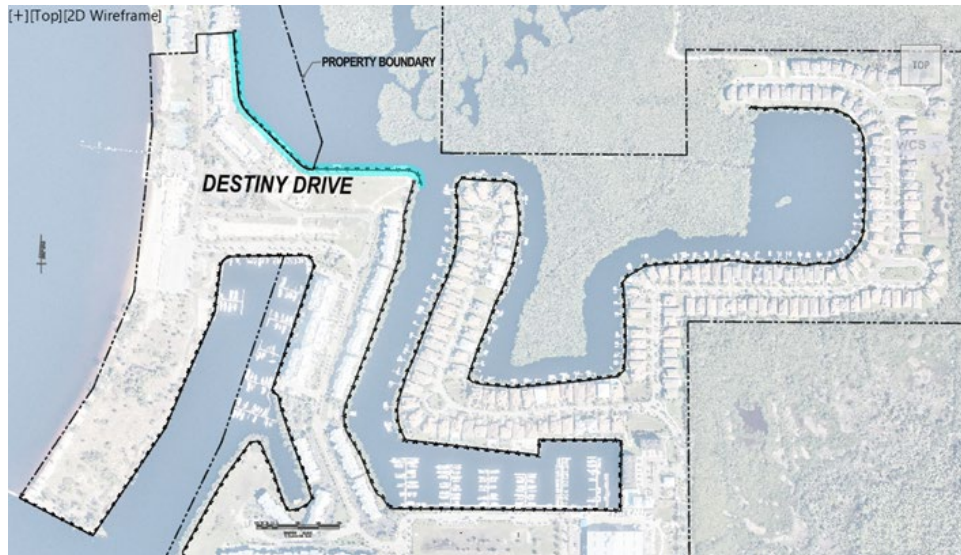
Major Repairs / Replacement

Anticipated Solutions (TBD Based Upon Engineering Investigation)

- ~100 ft of major repairs (replacement, waler, or riprap)
- ~1,000 ft of major sinkhole remediation (injection, drainage, excavation)

10 Year Projection

100 ft @ \$1,500/ft ~ \$150K &
1,000 ft @ \$300/ft = ~300K



South Bay Community Development District | Little Harbor, Ruskin, Florida



Little Harbor Seawall Program Maintenance Program

Preliminary Capital Funding & Reserve Strategy | May 12, 2026



Little Harbor Seawall Program Maintenance Program

FINANCIAL MODEL



MAJOR VARIABLES

MODEL IS BASED UPON INITIAL CAPITALIZATION + ANNUAL FUNDING

GLOBAL ASSUMPTIONS

Parameter	Value	Notes
Base Year (FY starts)	2026	Calendar year for Year 1/FY label
Planning Horizon (years)	10	Model years
Escalation	4	For O&M and Construction Costs
Starting Reserve Balance (\$)	TBD	Beginning reserve balance used for reserve trajectory
Annual Capital Contribution (\$/year)	TBD	Planned annual assessment contribution to capital reserve
Target Reserve Policy (% of Peak Year)	50	Typical policy range: 50–100% of peak year

SCHEDULE

- Annual Maintenance
- Post-Hurricane Evaluations
- Schedule of Major Repairs / Replacement (e.g. Years 2, 5 & 7)

COSTS

- See prior slides

Little Harbor Seawall Program Maintenance Program

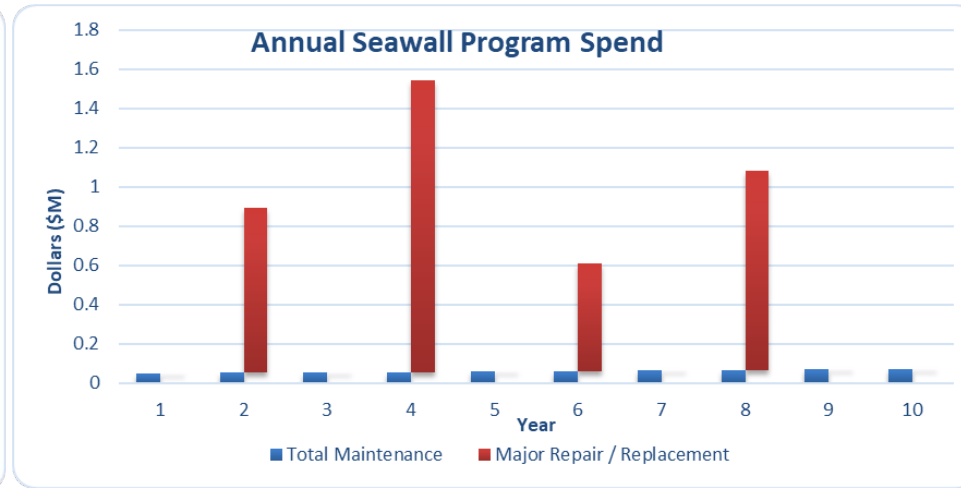
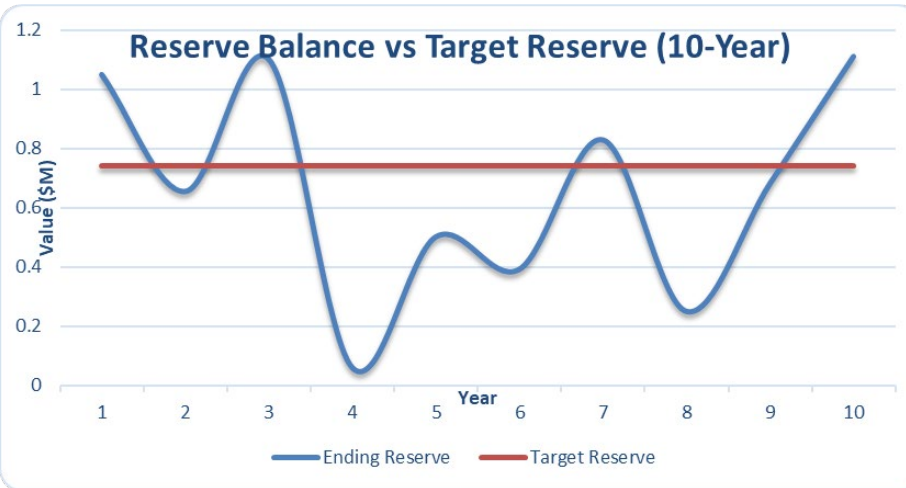
FINANCIAL MODEL

BASE CASE

Parameter	Value
Base Year (FY starts)	2026
Planning Horizon (years)	10
Escalation	4
Starting Reserve Balance (\$)	\$ 600,000
Annual Capital Contribution (\$/year)	\$ 500,000
Target Reserve Policy (% of Peak Year)	50

MAJOR REPAIR / REPLACEMENT SCHEDULE

- 2028 : Exposed Residential
- 2030 : Marina Phase 1 (600 ft)
- 2032 : Destiny Drive
- 2034 : Marina Phase 2 (350 ft)



Little Harbor Seawall Program Maintenance Program

Preliminary Capital Funding & Reserve Strategy | May 12, 2026



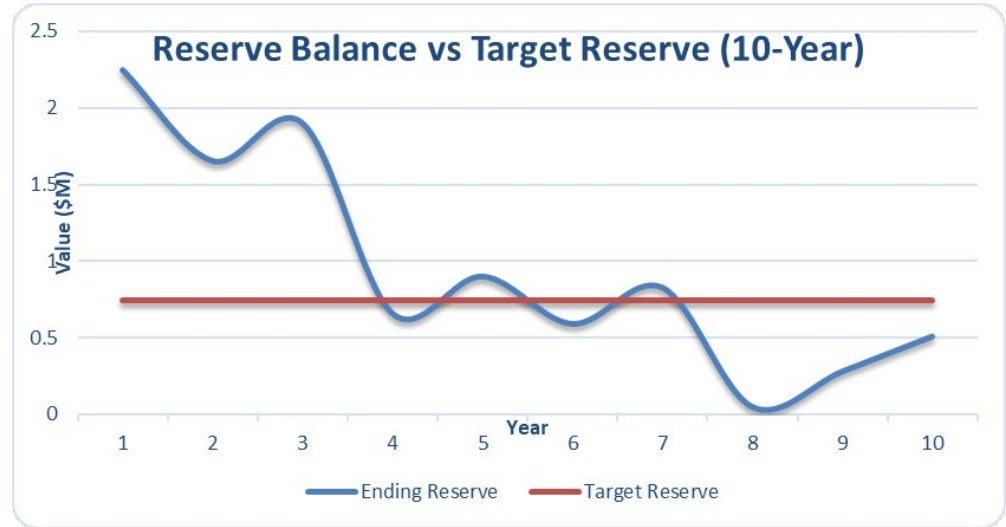
OPTIONS / SENSITIVITY

Little Harbor Seawall Program Maintenance Program

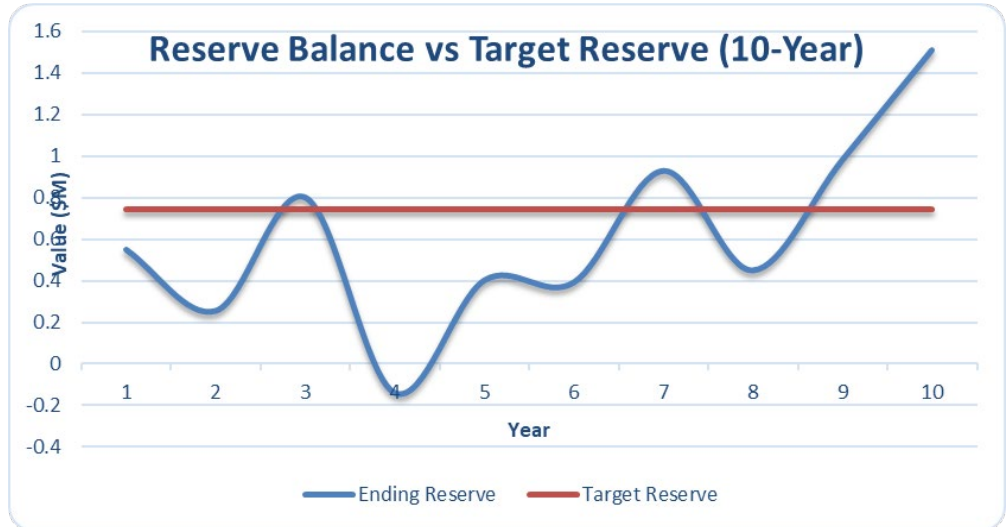
Options / Sensitivity

INITIAL CAPITAL VS. ANNUAL FUNDING

EXAMPLE – Large Initial Cap (\$2M) w/\$300K Annual Funding



EXAMPLE – Zero Initial Cap w/\$600K Annual Funding

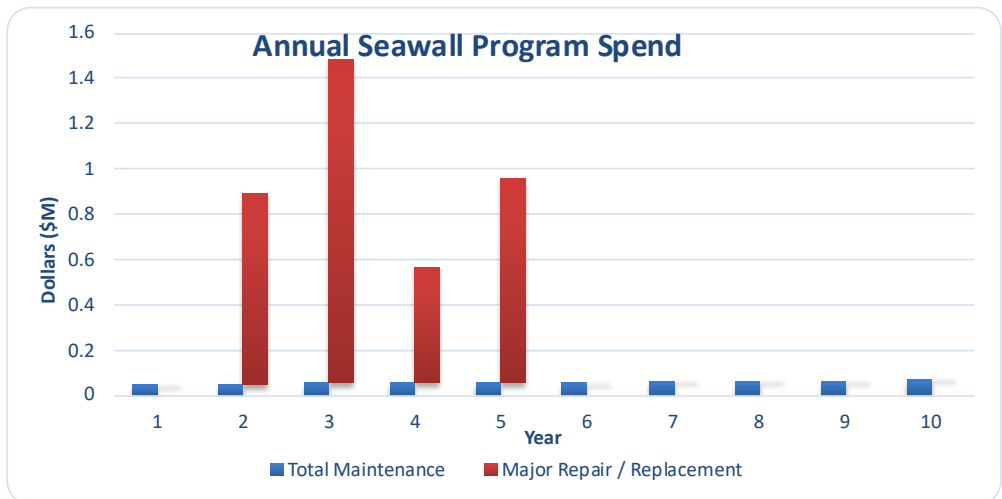
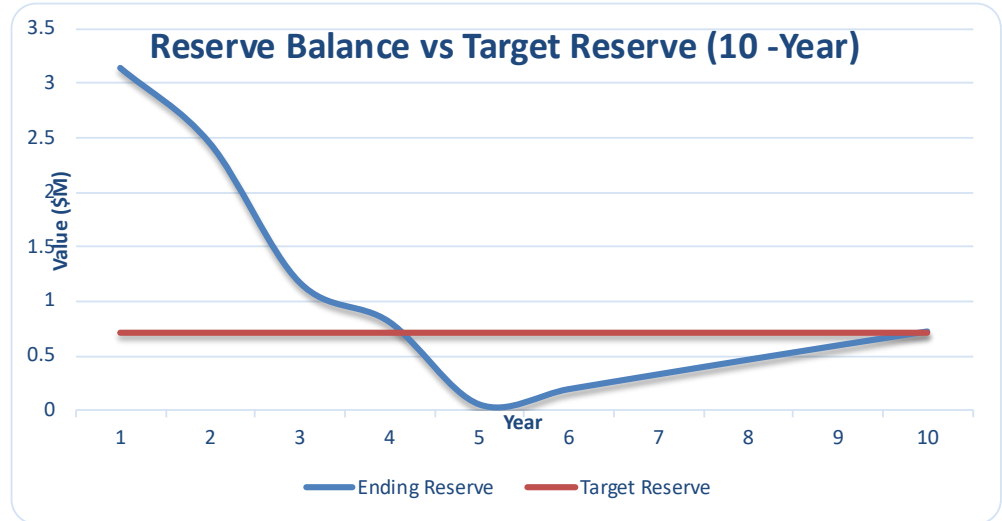


Little Harbor Seawall Program Maintenance Program

Options / Sensitivity

PROJECT SCHEDULE

EXAMPLE – Front End the Projects
\$3M Initial Capitalization
& \$200K Annual Funding

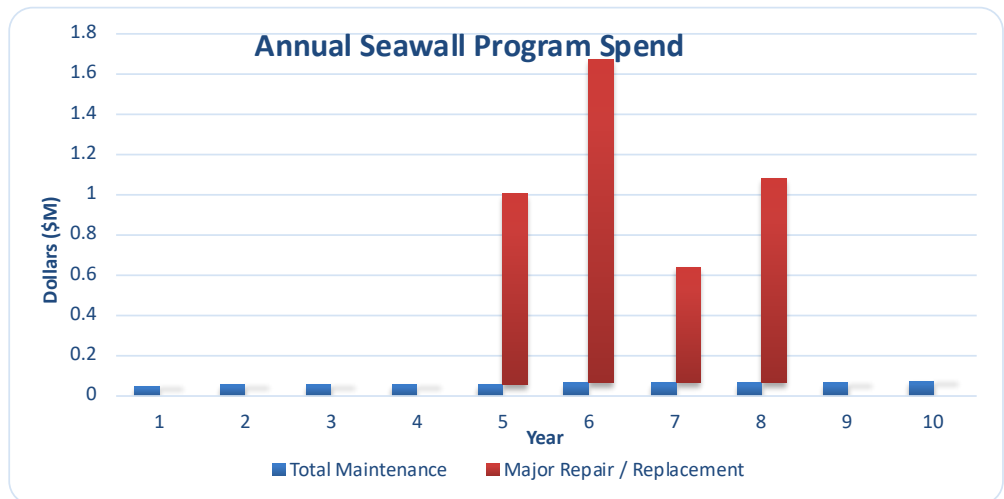
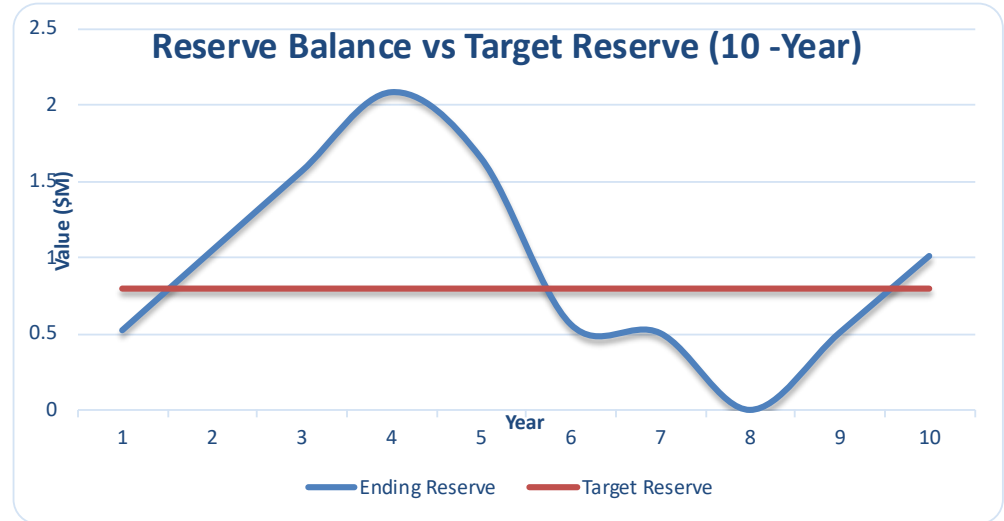


Little Harbor Seawall Program Maintenance Program

Options / Sensitivity

PROJECT SCHEDULE

EXAMPLE – Back End the Projects
\$0K Initial Capitalization & \$575K Annual Funding



END OF PRESENTATION