

**SOUTH BAY  
COMMUNITY DEVELOPMENT  
DISTRICT**

**APRIL 14, 2023**

## South Bay Community Development District

### Board of Supervisors

Leah Popelka, Chairperson  
Kelly Evans, Vice-Chairperson  
Ian Brown, Supervisor  
Mary Madden, Supervisor

Mark Vega, District Manager  
David Smith, District Counsel  
Rick Brylanski, District Engineer

## Regular Meeting Agenda

Friday, April 14, 2023 – 1:00 p.m.

Call in (Audio Only) +1 646-838-1601, 90777154# Sunset Grill

Phone Conference ID: 907 771 54#

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- 1. Call to Order and Roll Call**
  - 2. Audience Comments**
  - 3. Additions or Deletions to the Agenda**
  - 4. Consent Agenda**
    - A. Approval of the Minutes of March, 10, 2023 (*page 5*)
    - B. Acceptance of the February 2023 Financial Report (*page 10*)
    - C. Declaration of Vacant Seat held by Mr. Grimm (Seat 1, Expiring 11/2024)
    - D. Ratification of Campus Suites Agreement (*page 20*)
  - 5. Attorney's Report**
    - A. Discussion of Revocable Sidewalk Agreement (*page 37*)
  - 6. Engineer's Report**
  - 7. District Manager's Report**
    - A. Discussion and Consideration of Supervisor to Fill Vacant Seat. Resume/Letter of Intent to be emailed to [mark.vega@inframark.com](mailto:mark.vega@inframark.com) by May 3<sup>rd</sup>, 2023 5:00 p.m.
    - B. Discussion of Off-Roll Assessments
  - 8. Chairperson's Report**
    - A. South Bay CDD Seawall Map (*page 47*)
    - B. South Bay CDD Parcel Map (*page 49*)
    - C. South Bay CDD Boundary Map (*page 51*)
  - 9. POA Report**
  - 10. Old Business**
  - 11. New Business and Supervisor Requests**
  - 12. Audience Comments**
  - 13. Adjournment**

**The Next Meeting is scheduled to be held on  
Friday, May 12, 2023 at 1:00 p.m.**

### District Office:

Inframark  
210 North University Drive, Suite 702  
Coral Springs, Florida, 33071  
954-603-0033

### Meeting Location:

Sunset Grill & Beach Bar  
602 Bahia del Sol Drive  
Ruskin, Florida 33570

# **Fourth Order of Business**

**4A**



**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 Friday, March 10, 2023 at 1:00 p.m. at the Sunset Grill & Beach Bar, 602 Bahia del Sol Drive, Ruskin, Florida 33570.

Present and constituting a quorum were:

Leah Popelka	Chairperson
Kelly Evans	Vice Chairperson
Ian Brown	Supervisor
Mary Madden	Supervisor (via phone)

Also present were:

William Crosley	SDS District Manager
Mark Vega	Inframark District Manager
David Smith	District Counsel
Rick Brylanski	District Engineer
Several Residents	

*The following is a summary of the discussions and actions taken.*

**FIRST ORDER OF BUSINESS**

The meeting was called to order.

**Call to Order**

**SECOND ORDER OF BUSINESS**

Proof of publication was presented.

**Proof of Publication**

**THIRD ORDER OF BUSINESS**

A quorum was established.

**Establish Quorum**

**FOURTH ORDER OF BUSINESS**

None.

**Additions or Deletions to Agenda**

**FIFTH ORDER OF BUSINESS**

**Approval of Minutes**

**A. February 10, 2023 Regular Board Meeting**

On MOTION by Ms. Popelka seconded by Ms. Evans with all in favor the minutes of the February 10, 2023, regular Board meeting were approved. (4-0)

**SIXTH ORDER OF BUSINESS**

**Old Business**

None.

**SEVENTH ORDER OF BUSINESS**

**New Business**

**A. Consider Resolution No. 2023-01 – Appointing and Fixing the Compensation of the District Manager**

On MOTION by Ms. Popelka seconded by Ms. Evans with all in favor Resolution 2023-01 Appointing and Fixing the Compensation of the District Manager; and Providing for an Effective Date was adopted as amended to reflect 3/1/2023 vs. 3/11/2023. (4-0)

The record shall reflect Mr. Vega joined the meeting.

**B. Consider Resolution No. 2023-02 – Designating Officers of the District**

On MOTION by Ms. Popelka seconded by Ms. Evans with all in favor Resolution No. 2023-02, Designating Officers of the District and Providing for an Effective Date was adopted. (4-0)

**C. Consider Resolution No. 2023-03 – Designation Authorization and Actions Relating to the Accounts of the District**

On MOTION by Ms. Popelka seconded by Ms. Evans with all in favor Resolution No. 2023-03, Designating Authorization and Actions Relating to the Accounts of the District was adopted. (4-0)

**D. Consider Approval of Revocable Sidewalk Lease Agreement**

- Discussion ensued regarding the Revocable Sidewalk Lease Agreement. The Board concurred that Counsel should proceed with the document as presented with the request to remove Item Seven with the final approval by the Chairman.

**E. Consider Ratification of Inframark Management Agreement**

On MOTION by Ms. Evans seconded by Mr. Brown with all in favor the Inframark Management Agreement was ratified. (4-0)

**EIGHTH ORDER OF BUSINESS**

**Reports**

**A. Manager’s Report**

- Mr. Crosley expressed his gratitude to the Board for serving them throughout the years.
- Ms. Popelka commented on the open seat and prospective candidates.
- Residents requested later meeting start times and zoom call-in for residents unable to attend.
- Mr. Vega explained that a Microsoft Team call-in number without visuals may need to be advertised for the remainder of the Fiscal Year.

**B. Attorney’s Report**

**i. Update to the Memo to the South Bay Board of Directors**

- A discussion of appointments and residents’ resumes will be included in the next agenda.

**ii. Seawall Assessment Memo**

- Mr. Smith presented his report.
- Resident commented on the cost of the seawall repair.
- Further discussion ensued regarding the seawall scope of work, assessment strategy and financial ramifications.
- The District Engineer and the CDD were not involved in 2019 seawall repairs behind townhomes.

**C. Engineer’s Report**

**i. Review and Approval of the Scope of the District Survey**

- Mr. Brylanski provided his review and expounded on the specific survey. He noted he will contact Mr. Smith to determine exactly what the District owns.
- Pointe Townhomes, in the canals, had to replace 50 feet of its seawall two years ago.
- Ms. Popelka requested that Mr. Brylanski bring the maps to the May meeting so everyone can be familiarized with them.

On MOTION by Ms. Popelka seconded by Mr. Brown with all in favor NTE \$35,000 for surveying was approved. (4-0)

**D. Chairperson’s Report**

- Ms. Popelka asked Ms. Madden if she had any further discussion on the signs with the POA, Ms. Madden noted a form was being created.

**E. POA Report**

On MOTION by Mr. Brown seconded by Ms. Popelka with all in favor light installation on Sea Grape with the customer being the POA and the CDD being the owner was approved. (4-0)

- The POA will be responsible for any underground damage during installation.
- Parking signs were being discussed.
- Additional security was added for the afternoon on weekends.
  - i. A Discussion Regarding Fence Quotes**
- Mr. Crosley is to provide Mr. Brylanski with photos of the fence.

**NINTH ORDER OF BUSINESS**

**Administrative Matters**

- Mr. Vega discussed Campus Suite, which goes by the new name, Community Now.
- Mr. Vega noted that Board payroll will be delayed this month while financial data is being imported into the Inframark accounting system.

**TENTH ORDER OF BUSINESS**

**Comments by the Public for Matters Not on the Agenda**

- Resident comments were received regarding traffic direction, restrooms and showers for the public.

**ELEVENTH ORDER OF BUSINESS**

**Board Member Comments**

- None.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Ms. Popelka seconded by Ms. Evans with all in favor the meeting was adjourned. (4-0)

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Mark Vega, Secretary

**4B**

South Bay  
Community Development District

**Financial Report For  
February 2023**

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
FEBRUARY 2023**

	Annual Budget 10/1/22- 9/30/23	Actual Feb-23	Year To Date Actual 10/1/22 - 2/28/23	Year To Date Budget 10/1/22 - 2/28/23
<b>REVENUES</b>				
Administrative Assessments (On-Roll)	85,403	2,495	79,713	78,548
Administrative Assessments (Off-Roll)	152,453	31,655	94,965	101,316
Maintenance Assessments (On-Roll)	143,104	4,180	132,975	131,263
Maintenance Assessments (Off-Roll)	255,503	53,052	159,155	172,896
Debt Assessments - A1 (On-Roll)	729,255	21,302	677,692	679,782
Debt Assessments - A1 (Off-Roll)	113,701	28,425	85,276	83,031
Other Revenue	0	0	1,000	0
Interest Income	420	0	4,892	175
<b>TOTAL REVENUES</b>	<b>\$ 1,479,839</b>	<b>\$ 141,109</b>	<b>\$ 1,235,668</b>	<b>\$ 1,247,011</b>
<b>O &amp; M EXPENDITURES</b>				
Supervisor Fees	10,000	600	3,800	3,200
Payroll Taxes (Employer)	800	46	291	256
Engineering	15,000	0	11,940	6,250
Engineering - Roadways	0	0	1,410	0
Surveying	1,000	0	0	415
Management	35,208	2,934	14,670	14,670
Legal	70,000	0	30,326	29,165
Legal - Extraordinary/Litigation	45,000	0	930	18,750
Assessment Roll	6,000	0	0	0
Audit Fees	7,250	0	0	0
Arbitrage Rebate Fee	1,950	0	0	0
Travel Per Diam	1,250	79	506	520
Insurance	12,000	0	12,070	12,000
Legal Advertising	5,200	0	1,690	2,165
Miscellaneous	2,500	94	484	1,040
Postage	750	72	179	310
Office Supplies	1,500	65	346	625
Dues & Subscriptions	175	0	175	175
Website Management	2,000	166	833	835
Trustee Fees	9,000	0	0	0
Continuing Disclosure Fee	5,000	0	5,000	5,000
Property Taxes	390	0	389	390
Document Storage	1,200	27	170	500
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 233,173</b>	<b>\$ 4,083</b>	<b>\$ 85,209</b>	<b>\$ 96,266</b>
<b>MAINTENANCE EXPENDITURES</b>				
POA Maintenance	280,000	23,333	116,666	116,669
Seawall Reserve Contribution	50,000	5,340	8,340	20,000
Miscellaneous Maintenance	10,000	0	0	3,000
Maintenance Reserve Contribution	50,000	0	52,040	50,000
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 390,000</b>	<b>\$ 28,673</b>	<b>\$ 177,046</b>	<b>\$ 189,669</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 623,173</b>	<b>\$ 32,756</b>	<b>\$ 262,255</b>	<b>\$ 285,935</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 856,666</b>	<b>\$ 108,353</b>	<b>\$ 973,413</b>	<b>\$ 961,076</b>
Payment To Trustee (A-1 Bond)	(799,200)	(48,884)	(723,405)	(685,026)
<b>BALANCE</b>	<b>\$ 57,466</b>	<b>\$ 59,469</b>	<b>\$ 250,008</b>	<b>\$ 276,050</b>
County Appraiser & Tax Collector Fee	(19,155)	(548)	(17,104)	(17,850)
Discounts for Early Payments	(38,311)	(560)	(34,858)	(35,903)
<b>EXCESS/(SHORTFALL)</b>	<b>\$ -</b>	<b>\$ 58,361</b>	<b>\$ 198,046</b>	<b>\$ 222,297</b>
Carryover From Prior Year	-	-	-	-
<b>NET EXCESS/(SHORTFALL)</b>	<b>\$ -</b>	<b>\$ 58,361</b>	<b>\$ 198,046</b>	<b>\$ 222,297</b>

**Notes**

**\$464,164** was received for Riverton Sale on 10/26/21.

Fiscal Year 2021/2022 Roadway Maintenance Deducted From Reserve: \$110,977.35 - Reserve Balance As Of 9/30/21 Was \$129,668. Expenditure As Of 9/30/22 = \$240,645.35

Fiscal Year 2022/2023 Maintenance Reserve Contribution Budget = \$50,000. Any Expenditures over \$50,000 will be applied against the Reserve.

Current Fiscal Year 2022/2023 Maintenance Expenditure = \$52,040. \$2,040: Deducted From Reserve (\$52,040 - \$50,000 = \$2,040).

Fiscal Year 2022/2023 Seawall Reserve Contribution Budget = \$50,000. Current Funds Remaining = \$41,660 (\$50,000 - \$8,340 = \$41,660).

Available Funds As Of 9/30/22	\$ 141,163.14
Bank Balance As Of 2/28/23	\$ 745,016.28
Accounts Payable As Of 2/28/23	\$ 69,314.58
Accounts Receivable As Of 2/28/23	-
Reserve For Seawall Repairs As Of 2/28/23	\$ 32,700.00
Reserve For Maintenance As Of 2/28/23	\$ 301,752.65
Available Funds As Of 2/28/23	\$ 341,249.05

Reserve For Maintenance	Memo
\$464,164.00	Riverton Sale - 10/26/21
-\$36,390.00	FY 20/21 Riverton Legal Fees
-\$8,490.00	FY 21/22 Riverton Legal Fees
-\$4,514.00	20/21 Riverton Legal Advertising
-\$110,977.35	FY 21/22 Roadway Maintenance
-\$2,040.00	FY 22/23 Roadway Maintenance
<b>\$301,752.65</b>	

**South Bay Community Development District**  
**Expenditures**  
**October 2022 through February 2023**

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
<b>Expenditures</b>					
<b>511.122 · Payroll tax expense</b>					
	10/18/2022	PR 10.14.22		MTG 10.14.22 CK 10.19.22 (Grimm W, Vogeler B, Popelka L, Evans K)	61.20
	11/17/2022	PR 11.11.22		MTG 11.11.22 CK 11.18.22 (Grimm W, Popelka L, Evans K)	45.90
	12/16/2022	PR 12.09.22		MTG 12.09.22 CK 12.16.22 (Grimm W, Popelka L, Evans K, Brown I)	76.50
	01/19/2023	PR 01.13.23		MTG 01.13.23 CK 01.19.23 (Grimm W, Popelka L, Evans K, Brown I)	61.20
	02/16/2023	PR 02.10.23		MTG 02.10.23 CK 02.16.23 ( Popelka L, Evans K, Brown I)	45.90
Total 511.122 · Payroll tax expense					<u>290.70</u>
<b>511.131 · Supervisors Fee</b>					
	10/18/2022	PR 10.14.22		MTG 10.14.22 CK 10.19.22 (Grimm W, Vogeler B, Popelka L, Evans K)	800.00
	11/17/2022	PR 11.11.22		MTG 11.11.22 CK 11.18.22 (Grimm W, Popelka L, Evans K)	600.00
	12/16/2022	PR 12.09.22		MTG 12.09.22 CK 12.16.22 (Grimm W, Popelka L, Evans K, Brown I)	1,000.00
	01/19/2023	PR 01.13.23		MTG 01.13.23 CK 01.19.23 (Grimm W, Popelka L, Evans K, Brown I)	800.00
	02/16/2023	PR 02.10.23		MTG 02.10.23 CK 02.16.23 ( Popelka L, Evans K, Brown I)	600.00
Total 511.131 · Supervisors Fee					<u>3,800.00</u>
<b>511.310 · Engineering</b>					
<b>511.321 · Engineering - Roadways</b>					
	10/31/2022	89582	Hole Montes	For Services Rendered From October 1, 2022 to October 31, 2022	630.00
	11/30/2022	89778	Hole Montes	For Services Rendered From November 1, 2022 to November 30, 2022	780.00
Total 511.321 · Engineering - Roadways					<u>1,410.00</u>
<b>511.310 · Engineering - Other</b>					
	10/31/2022	89581	Hole Montes	For Services Rendered From October 1, 2022 to October 31, 2022	1,267.50
	11/30/2022	89777	Hole Montes	For Services Rendered From November 1, 2022 to November 30, 2022	2,820.00
	12/31/2022	89996	Hole Montes	For Services Rendered From December 1, 2022 to December 31, 2022	2,748.75
	01/31/2023	90169	Hole Montes	For Services Rendered From January 1, 2023 to January 31, 2023	5,103.75
Total 511.310 · Engineering - Other					<u>11,940.00</u>
Total 511.310 · Engineering					<u>13,350.00</u>
<b>511.311 · Management Fees</b>					
	10/31/2022	2022-1647	Special District Services, Inc.	Management Fee Oct 2022	2,934.00
	11/30/2022	2022-1751	Special District Services, Inc.	Management Fee Nov 2022	2,934.00
	12/31/2022	2022-1961	Special District Services, Inc.	Management Fee Dec 2022	2,934.00
	01/31/2023	2023-0048	Special District Services, Inc.	Management Fee Jan 2023	2,934.00
	02/28/2023	2023-0156	Special District Services, Inc.	Management Fee Feb 2023	2,934.00
Total 511.311 · Management Fees					<u>14,670.00</u>
<b>511.315 · Legal Fees</b>					
	10/31/2022	11108752	Gray Robinson	General Representation-Oct 2022	6,420.00
	11/30/2022	11114642	Gray Robinson	General Representation-Nov 2022	7,200.00
	12/31/2022	11119732	Gray Robinson	General Representation - December 2022	5,837.18
	01/31/2023	11125399	Gray Robinson	General Representation- Jan 2023	10,868.43
Total 511.315 · Legal Fees					<u>30,325.61</u>



**South Bay Community Development District**  
**Expenditures**  
**October 2022 through February 2023**

	Date	Num	Name	Memo	Amount
<b>511.441 · Travel &amp; Per Diam</b>					
	10/31/2022	2022-1647	Special District Services, Inc.	Travel Sept 2022	75.00
	11/30/2022	2022-1751	Special District Services, Inc.	Travel Oct 2022	138.75
	12/31/2022	2022-1961	Special District Services, Inc.	Travel Nov 2022	75.00
	01/31/2023	2023-0048	Special District Services, Inc.	Travel Dec 2022	138.75
	02/28/2023	2023-0156	Special District Services, Inc.	Travel Jan 2023	78.60
Total 511.441 · Travel & Per Diam					506.10
<b>511.450 · Insurance</b>					
	10/01/2022	INV-36393-Y6Z6	Florida Municipal Insurance Trust	Renew Policy FMIT# 1321 Annual Billing - 22/23 Fund Year	12,070.00
Total 511.450 · Insurance					12,070.00
<b>511.480 · Legal Advertisements</b>					
	10/19/2022	0000252597	Tampa Bay Times	Notice of LO Mtg & Reg Board Mtg	818.00
	11/06/2022	0000256012	Tampa Bay Times	Overnight Parking and Parking Enforcement	519.00
	01/25/2023	0000268437	Tampa Bay Times	RFQ for District Management Services	353.00
Total 511.480 · Legal Advertisements					1,690.00
<b>511.512 · Miscellaneous</b>					
	10/18/2022	PR 10.14.22		MTG 10.14.22 CK 10.19.22 (Grimm W, Vogeler B, Popelka L, Evans K)	52.60
	10/31/2022	2022-1647	Special District Services, Inc.	Conference Calls Sept 2022	52.32
	11/17/2022	PR 11.11.22		MTG 11.11.22 CK 11.18.22 (Grimm W, Popelka L, Evans K)	51.95
	11/30/2022	2022-1751	Special District Services, Inc.	Conference Calls Oct 2022	52.42
	12/16/2022	PR 12.09.22		MTG 12.09.22 CK 12.16.22 (Grimm W, Popelka L, Evans K, Brown I)	52.60
	12/31/2022	2022-1961	Special District Services, Inc.	Conference Calls Nov 2022	10.25
	01/19/2023	PR 01.13.23		MTG 01.13.23 CK 01.19.23 (Grimm W, Popelka L, Evans K, Brown I)	52.60
	01/31/2023	2023-0048	Special District Services, Inc.	Conference Calls Dec 2022	64.81
	02/16/2023	PR 02.10.23		MTG 02.10.23 CK 02.16.23 ( Popelka L, Evans K, Brown I)	51.95
	02/28/2023	2023-0156	Special District Services, Inc.	Conference Calls Jan 2023	42.41
Total 511.512 · Miscellaneous					483.91
<b>511.513 · Postage and Delivery</b>					
	11/30/2022	2022-1751	Special District Services, Inc.	FedEx Oct 2022	40.24
	11/30/2022	2022-1751	Special District Services, Inc.	Postage Oct 2022	10.67
	12/31/2022	2022-1961	Special District Services, Inc.	FedEx Nov 2022	56.80
	02/28/2023	2023-0156	Special District Services, Inc.	FedEx Jan 2023	65.13
	02/28/2023	2023-0156	Special District Services, Inc.	Postage Jan 2023	6.87
Total 511.513 · Postage and Delivery					179.71
<b>511.514 · Office Supplies</b>					
	10/31/2022	2022-1647	Special District Services, Inc.	Copier Sept 2022	4.50
	11/30/2022	2022-1751	Special District Services, Inc.	Copier Oct 2022	46.65
	11/30/2022	2022-1751	Special District Services, Inc.	Meeting Books Oct 2022	24.00
	12/31/2022	2022-1961	Special District Services, Inc.	Copier Nov 2022	74.85
	12/31/2022	2022-1961	Special District Services, Inc.	Meeting Books Nov 2022	32.00
	01/31/2023	2023-0048	Special District Services, Inc.	Copier Dec 2022	58.20
	01/31/2023	2023-0048	Special District Services, Inc.	Meeting Books Dec 2022	40.00

**South Bay Community Development District**  
**Expenditures**  
**October 2022 through February 2023**

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
	02/28/2023	2023-0156	Special District Services, Inc.	Copier Jan 2023	33.45
	02/28/2023	2023-0156	Special District Services, Inc.	Meeting Books Jan 2023	32.00
Total 511.514 · Office Supplies					<u>345.65</u>
<b>511.540 · Dues, License &amp; Subscriptions</b>					
	10/03/2022	86733	Department of Economic Opportunity	Special District Fee FY 2022/2023	175.00
Total 511.540 · Dues, License & Subscriptions					<u>175.00</u>
<b>511.734 · Continuing Disclosure Fee</b>					
	12/13/2022	326	Lerner Reporting Services Inc.	Annual Continuing Disclosures FY 22/23	5,000.00
Total 511.734 · Continuing Disclosure Fee					<u>5,000.00</u>
<b>511.748 · Document Storage</b>					
	10/31/2022	2022-1647	Special District Services, Inc.	Document Storage Sept 2022	50.45
	11/30/2022	2022-1751	Special District Services, Inc.	Document Storage Oct 2022	26.65
	12/31/2022	2022-1961	Special District Services, Inc.	Document Storage Nov 2022	26.66
	01/31/2023	2023-0048	Special District Services, Inc.	Document Storage Dec 2022	39.70
	02/28/2023	2023-0156	Special District Services, Inc.	Document Storage Jan 2023	26.66
Total 511.748 · Document Storage					<u>170.12</u>
<b>511.750 · Website Management</b>					
	10/31/2022	2022-1647	Special District Services, Inc.	Website Fee Oct 2022	166.66
	11/30/2022	2022-1751	Special District Services, Inc.	Website Fee Nov 2022	166.66
	12/31/2022	2022-1961	Special District Services, Inc.	Website Fee Dec 2022	166.66
	01/31/2023	2023-0048	Special District Services, Inc.	Website Fee Jan 2023	166.66
	02/28/2023	2023-0156	Special District Services, Inc.	Website Fee Feb 2023	166.66
Total 511.750 · Website Management					<u>833.30</u>
<b>511.800 · Property Taxes</b>					
	12/01/2022	A0315870025	Hillsborough County Tax Collector	Acct#A0315870025	388.85
Total 511.800 · Property Taxes					<u>388.85</u>
<b>511.882 · Common Area Maintenance</b>					
	10/01/2022	2022-10-01	Little Harbor POA (Monthly)	Common Area Maintenance	20,000.00
	10/01/2022	2022-10-01-REMAINING	Little Harbor POA (Monthly)	Common Area Maintenance-REMAINING PAYMENT FOR OCT 2022	3,333.33
	11/01/2022	2022-11-01	Little Harbor POA (Monthly)	Common Area Maintenance	23,333.33
	12/01/2022	2022-12-01	Little Harbor POA (Monthly)	Common Area Maintenance	23,333.33
	01/01/2023	2023-01-01	Little Harbor POA (Monthly)	Common Area Maintenance	23,333.33
	02/01/2023	2023-02-01	Little Harbor POA (Monthly)	Common Area Maintenance	23,333.33
Total 511.882 · Common Area Maintenance					<u>116,666.65</u>
<b>512.315 · Legal -Extraordinary/Litigation</b>					
	11/30/2022	11114644	Gray Robinson	Little Harbor Development LP, et al v. South Bay CDD- Nov 2022	210.00
	01/31/2023	11125400	Gray Robinson	Little Harbor Development LP, et al v. South Bay CDD- Jan 2023	720.00
Total 512.315 · Legal -Extraordinary/Litigation					<u>930.00</u>
<b>516.030 · Seawall Repairs</b>					
	10/27/2022	17298	Reuben/Clarson Consulting	Seawall Inspection & Reporting for South Side of Little Harbor East Marina	3,000.00
	02/02/2023	17701	Reuben/Clarson Consulting	Preparation of Signed & Sealed Structural Seawall Replacement Plans-65%	5,340.00
Total 516.030 · Seawall Repairs					<u>8,340.00</u>

**South Bay Community Development District**  
**Expenditures**  
**October 2022 through February 2023**

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
<b>516.055 - Roadway Maintenance</b>					
	10/20/2022	7811	Pro Way Paving Systems LLC	speed bump install	12,040.00
	11/04/2022	7839	Pro Way Paving Systems LLC	Speed Bump Sign/Decorative Post One Way Sign/Pedestrian Crossing Sign	13,600.00
	11/18/2022	7859	Pro Way Paving Systems LLC	StripingInstall Non Woven Fabric/ Base	7,800.00
	11/30/2022	7892	Pro Way Paving Systems LLC	ADA Ramp Miami Curb InstallationADA Warning Pads	18,600.00
Total 516.055 - Roadway Maintenance					<u>52,040.00</u>
<b>Total Expenditures</b>					<b><u>262,255.60</u></b>

**South Bay Community Development District**  
**Balance Sheet**  
**As of February 28, 2023**

	<u>Operating Fund</u>	<u>Debt Service Fund (05)</u>	<u>Debt Service Fund (15)</u>	<u>Capital Projects Fund</u>	<u>Gen Fixed Assets Fund</u>	<u>Long Term Debt Fund</u>	<u>TOTAL</u>
<b>ASSETS</b>							
<b>Current Assets</b>							
<b>Checking/Savings</b>							
Seacoast Bank	745,016.28	0.00	0.00	0.00	0.00	0.00	745,016.28
<b>Total Checking/Savings</b>	<b>745,016.28</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>745,016.28</b>
<b>Total Current Assets</b>	<b>745,016.28</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>745,016.28</b>
<b>Other Assets</b>							
Investments - Principal Account (2015-B1)	0.00	0.00	0.04	0.00	0.00	0.00	0.04
Investments - Interest Account (A1)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Revenue Account (2005)	0.00	8,876.13	0.00	0.00	0.00	0.00	8,876.13
Investments - Prepayment Account (B1)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Prepayment Account (A1)	0.00	0.00	4,877.78	0.00	0.00	0.00	4,877.78
Investments - Reserve Account (B2)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Interest Account (B1)	0.00	0.00	0.20	0.00	0.00	0.00	0.20
Investments - Interest Account (B2)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Revenue Account (2015-1)	0.00	0.00	801,113.38	0.00	0.00	0.00	801,113.38
Investments - Reserve Account (2015-A1)	0.00	0.00	411,125.63	0.00	0.00	0.00	411,125.63
Investments - Reserve Account (2015-B1)	0.00	0.00	0.57	0.00	0.00	0.00	0.57
Investments - Revenue Account (2015-2)	0.00	0.00	106,846.04	0.00	0.00	0.00	106,846.04
Investments - Reserve Account (2015-A2)	0.00	0.00	462,620.75	0.00	0.00	0.00	462,620.75
Investments - Reserve Account (2015-B2)	0.00	0.00	253,995.40	0.00	0.00	0.00	253,995.40
Investments - Sinking (2015-1)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounts Receivable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A/R Non Ad Valorem Receipts	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A/R B-1 Bond Assessments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Land	0.00	0.00	0.00	0.00	16,812,056.00	0.00	16,812,056.00
Infrastructure	0.00	0.00	0.00	0.00	28,197,947.00	0.00	28,197,947.00
Accumulated Depreciation	0.00	0.00	0.00	0.00	-7,006,485.00	0.00	-7,006,485.00
Amount Available In DSF (2005)	0.00	0.00	0.00	0.00	0.00	8,876.13	8,876.13
Amount Available In DSF (2015)	0.00	0.00	0.00	0.00	0.00	2,040,579.79	2,040,579.79
Amount To Be Provided	0.00	0.00	0.00	0.00	0.00	21,335,544.08	21,335,544.08
<b>Total Other Assets</b>	<b>0.00</b>	<b>8,876.13</b>	<b>2,040,579.79</b>	<b>0.00</b>	<b>38,003,518.00</b>	<b>23,385,000.00</b>	<b>63,437,973.92</b>
<b>TOTAL ASSETS</b>	<b>745,016.28</b>	<b>8,876.13</b>	<b>2,040,579.79</b>	<b>0.00</b>	<b>38,003,518.00</b>	<b>23,385,000.00</b>	<b>64,182,990.20</b>

**South Bay Community Development District**  
**Balance Sheet**  
**As of February 28, 2023**

	<u>Operating Fund</u>	<u>Debt Service Fund (05)</u>	<u>Debt Service Fund (15)</u>	<u>Capital Projects Fund</u>	<u>Gen Fixed Assets Fund</u>	<u>Long Term Debt Fund</u>	<u>TOTAL</u>
<b>LIABILITIES &amp; EQUITY</b>							
<b>Liabilities</b>							
<b>Current Liabilities</b>							
Reserve For Seawall Repairs	32,700.00	0.00	0.00	0.00	0.00	0.00	32,700.00
Reserve For Maintenance (Previous)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserve For Maintenance	301,752.65	0.00	0.00	0.00	0.00	0.00	301,752.65
Due To Bondholders	0.00	1,271,776.00	3,900,013.00	0.00	0.00	0.00	5,171,789.00
Accounts Payable	69,314.58	0.00	0.00	0.00	0.00	0.00	69,314.58
<b>Total Accounts Payable</b>	<b>403,767.23</b>	<b>1,271,776.00</b>	<b>3,900,013.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,575,556.23</b>
<b>Total Current Liabilities</b>	<b>403,767.23</b>	<b>1,271,776.00</b>	<b>3,900,013.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,575,556.23</b>
<b>Long Term Liabilities</b>							
Special Assessment Debt (2005)	0.00	0.00	0.00	0.00	0.00	6,755,000.00	6,755,000.00
Special Assessment Debt (2015A-1)	0.00	0.00	0.00	0.00	0.00	7,560,000.00	7,560,000.00
Special Assessment Debt (2015B-1)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Assessment Debt (2015A-2)	0.00	0.00	0.00	0.00	0.00	4,895,000.00	4,895,000.00
Special Assessment Debt (2015B-2)	0.00	0.00	0.00	0.00	0.00	4,175,000.00	4,175,000.00
<b>Total Long Term Liabilities</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>23,385,000.00</b>	<b>23,385,000.00</b>
<b>Total Liabilities</b>	<b>403,767.23</b>	<b>1,271,776.00</b>	<b>3,900,013.00</b>	<b>0.00</b>	<b>0.00</b>	<b>23,385,000.00</b>	<b>28,960,556.23</b>
<b>Equity</b>							
Investment In General Fixed Assets	0.00	0.00	0.00	0.00	45,010,003.00	0.00	45,010,003.00
Retained Earnings	141,163.14	-1,262,995.89	-2,272,302.28	0.00	-7,006,485.00	0.00	-10,400,620.03
Current Year Depreciation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Income*	200,085.91	96.02	412,869.07	0.00	0.00	0.00	613,051.00
<b>Total Equity</b>	<b>341,249.05</b>	<b>-1,262,899.87</b>	<b>-1,859,433.21</b>	<b>0.00</b>	<b>38,003,518.00</b>	<b>0.00</b>	<b>35,222,433.97</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>745,016.28</b>	<b>8,876.13</b>	<b>2,040,579.79</b>	<b>0.00</b>	<b>38,003,518.00</b>	<b>23,385,000.00</b>	<b>64,182,990.20</b>

**Notes**

\* For Balance Sheet: 22/23 Reserve Contribution (\$2,040) Expenditures Are Added To Operating Fund Net Income Amount.

## SOUTH BAY CDD TAX COLLECTIONS 2022-2023

#	ID#	PAYMENT FROM	DATE	FOR	Tax Collect Receipts	Interest Received	Fees	Discount	Net From Tax Collector	Admin Assessment Income (Before Discounts & Fees)	Maint Assessment Income (Before Discounts & Fees)	Debt Assessment (A1) Income (Before Discounts & Fees)	Admin Assessment Income (After Discounts & Fees)	Maint Assessment Income (After Discounts & Fees)	Debt Assessment (A1) Income (After Discounts & Fees)	Debt Assessment Paid to Trustee (A1)
									\$ 1,479,419	\$ 237,856	\$ 398,607	\$ 842,956	\$ 237,856	\$ 398,607	\$ 842,956	
									<b>\$ 1,421,953</b>	<b>\$ 232,753</b>	<b>\$ 390,000</b>	<b>\$ 799,200</b>	<b>\$ 232,753</b>	<b>\$ 390,000</b>	<b>\$ 799,200</b>	<b>\$ 799,200</b>
1	15	Harborside Suites	11/03/22	Off Roll Assessments	\$ 99,068.47				\$ 99,068.47	\$ 37,021.90	\$ 62,046.57		\$ 37,021.90	\$ 62,046.57		\$ -
2	390	Suntex Marina	11/14/22	Off Roll Assessments	\$ 56,806.94				\$ 56,806.94	\$ 21,228.75	\$ 35,578.19		\$ 21,228.75	\$ 35,578.19		\$ -
3	688	Lennar Homes, LLC	11/22/22	Off Roll Assessments	\$ 70,388.60				\$ 70,388.60	\$ 5,059.10	\$ 8,478.78	\$ 56,850.72	\$ 5,059.10	\$ 8,478.78	\$ 56,850.72	\$ 56,850.72
4	1	Hillsborough County	11/03/22	NAV Taxes	\$ 11,527.32		\$ (218.40)	\$ (607.22)	\$ 10,701.70	\$ 1,028.22	\$ 1,722.20	\$ 8,776.90	\$ 954.45	\$ 1,598.90	\$ 8,148.35	\$ 8,148.35
5	2	Hillsborough County	11/17/22	NAV Taxes	\$ 60,670.11		\$ (1,164.87)	\$ (2,426.84)	\$ 57,078.40	\$ 5,411.76	\$ 9,064.10	\$ 46,194.25	\$ 5,091.35	\$ 8,527.50	\$ 43,459.55	\$ 43,459.55
6	3	Hillsborough County	11/22/22	NAV Taxes	\$ 220,088.15		\$ (4,225.68)	\$ (8,803.59)	\$ 207,058.88	\$ 19,631.85	\$ 32,881.15	\$ 167,575.15	\$ 18,469.58	\$ 30,934.60	\$ 157,654.70	\$ 157,654.70
7	4	Hillsborough County	11/29/22	NAV Taxes	\$ 49,875.44		\$ (957.62)	\$ (1,995.07)	\$ 46,922.75	\$ 4,448.84	\$ 7,451.40	\$ 37,975.20	\$ 4,185.45	\$ 7,010.25	\$ 35,727.05	\$ 35,727.05
8	5	Hillsborough County	12/07/22	NAV Taxes	\$ 464,431.11		\$ (8,917.07)	\$ (18,577.66)	\$ 436,936.38	\$ 41,427.26	\$ 69,386.00	\$ 353,617.85	\$ 38,974.68	\$ 65,278.30	\$ 332,683.40	\$ 332,683.40
9	6	Hillsborough County	12/14/22	NAV Taxes	\$ 25,748.20		\$ (495.25)	\$ (985.62)	\$ 24,267.33	\$ 2,296.70	\$ 3,846.80	\$ 19,604.70	\$ 2,164.58	\$ 3,625.55	\$ 18,477.20	\$ 18,477.20
10	7	Hillsborough County	01/05/23	NAV Taxes	\$ 29,743.02		\$ (576.82)	\$ (902.06)	\$ 28,264.14	\$ 2,653.07	\$ 4,443.60	\$ 22,646.35	\$ 2,521.09	\$ 4,222.65	\$ 21,520.40	\$ 21,520.40
11	390	Suntex Marina	02/06/23	Off Roll Assessments	\$ 28,403.49				\$ 28,403.49	\$ 10,614.40	\$ 17,789.09		\$ 10,614.40	\$ 17,789.09		\$ -
12	118	Lennar Homes, LLC	02/08/23	Off Roll Assessments	\$ 35,194.31				\$ 35,194.31	\$ 2,529.55	\$ 4,239.39	\$ 28,425.37	\$ 2,529.55	\$ 4,239.39	\$ 28,425.37	\$ 28,425.37
13	22	Harborside Suites	02/13/23	Off Roll Assessments	\$ 49,534.24				\$ 49,534.24	\$ 18,510.95	\$ 31,023.29		\$ 18,510.95	\$ 31,023.29		\$ -
14	8	Hillsborough County	02/06/23	NAV Taxes	\$ 27,977.10		\$ (548.35)	\$ (559.57)	\$ 26,869.18	\$ 2,495.50	\$ 4,179.80	\$ 21,301.80	\$ 2,396.63	\$ 4,014.30	\$ 20,458.25	\$ 20,458.25
15	Int - 1	Hillsborough County	01/23/23	Interest		\$ 319.76			\$ 319.76	\$ 319.76			\$ 319.76			\$ -
16									\$ -							\$ -
17									\$ -							\$ -
18									\$ -							\$ -
19									\$ -							\$ -
20									\$ -							\$ -
21									\$ -							\$ -
22									\$ -							\$ -
23									\$ -							\$ -
24									\$ -							\$ -
25									\$ -							\$ -
26	EXT	Hillsborough County		Excess Fees - TC					\$ -							\$ -
27									\$ -							\$ -
					\$ 1,229,456.50	\$ 319.76	\$ (17,104.06)	\$ (34,857.63)	\$ 1,177,814.57	\$ 174,677.61	\$ 292,130.36	\$ 762,968.29	\$ 170,042.22	\$ 284,367.36	\$ 723,404.99	\$ 723,404.99

**Assessment Roll:  
\$957,765.25**

	Off Roll Collections	Total Paid
	<u>2022/2023 Total Due</u>	
Harborside	\$198,136.95	\$148,602.71
Lennar	\$140,777.22	\$105,582.91
Suntex	\$113,613.92	\$85,210.43
SPE	\$69,129.60	\$0.00
<b>Total</b>	<b>\$521,657.69</b>	<b>\$339,396.05</b>

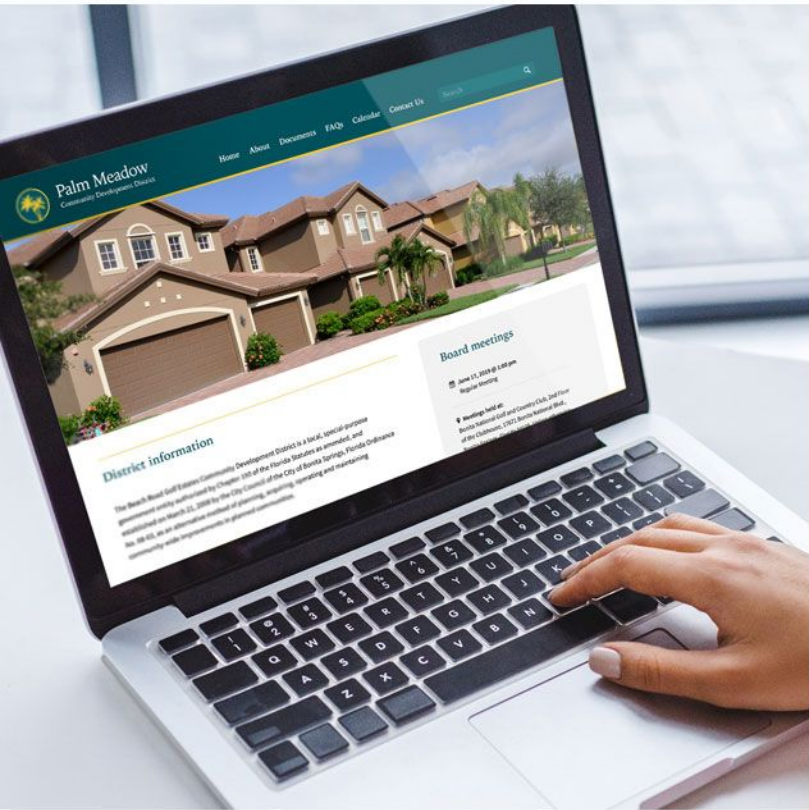
	On Roll Collections
	\$ 1,229,456.50
	\$ 319.76
	\$ (174,677.61)
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	<b>\$ 890,060.45</b>

Note: \$1,479,419, \$237,856, \$398,607 and \$842,956 are 2022/2023 Budgeted assessments before discounts and fees.

Note: \$1,421,953, \$232,753, \$390,000 and \$799,200 are 2022/2023 Budgeted assessments after discounts and fees.

\$ 1,229,456.50	
\$ 319.76	
\$ (174,677.61)	\$ 1,177,814.57
\$ -	\$ (170,042.22)
\$ -	\$ (284,367.36)
\$ -	\$ (723,404.99)
\$ -	
\$ -	\$ -

**4D**



# Keeping your community informed. And you compliant.

## South Bay Community Development District

Proposal date: 02 / 28 / 2023  
Proposal ID: 2DNPZ-2ROES-NXU6N-FHCPM

- Pricing.....2
- Services.....3-5
- FAQs.....6
- Statement of work.....7-8
- Terms and conditions.....9-12



**Ted Saul**  
*Director - Digital Communication*

 *Certified Specialist*





# Pricing

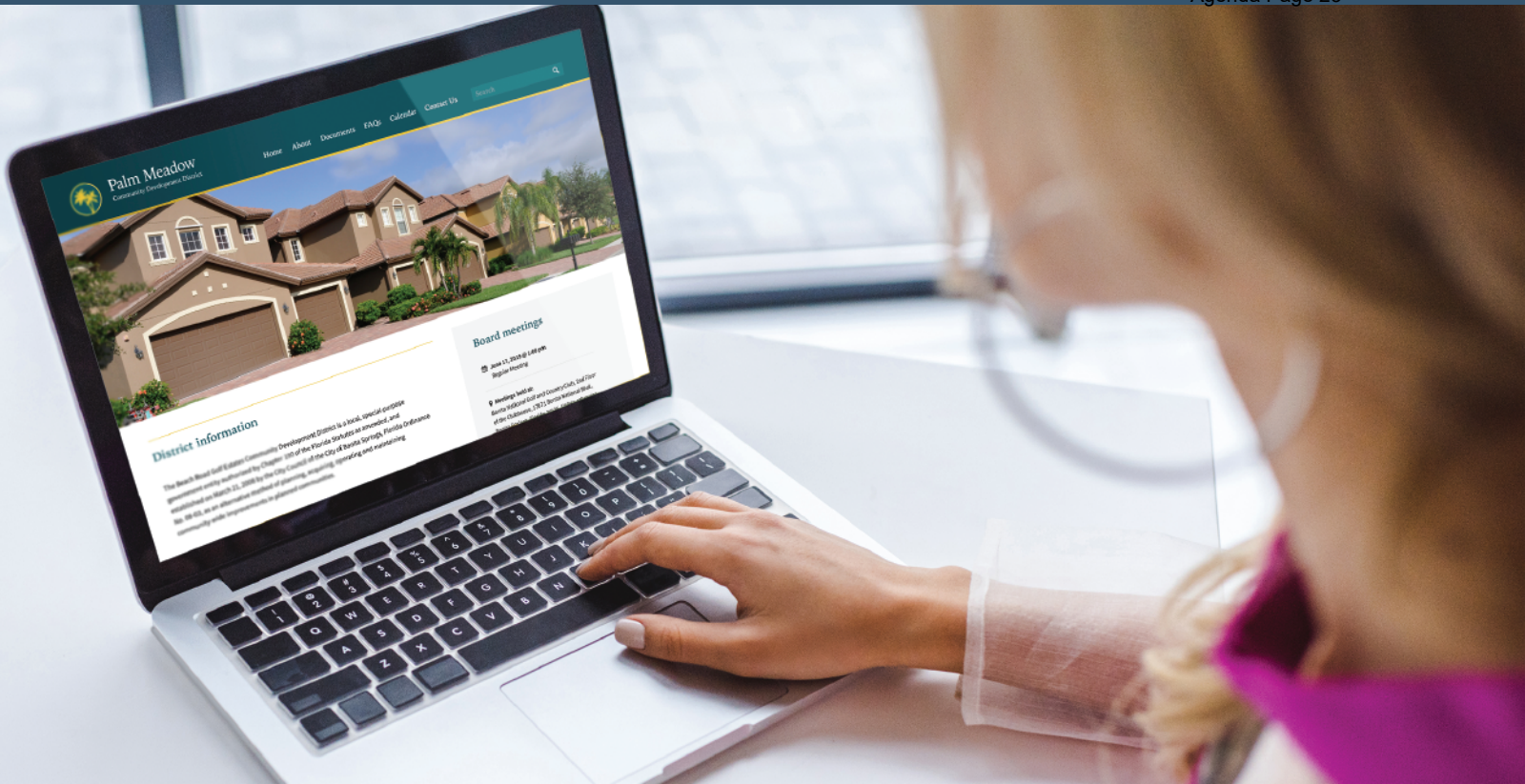
Effective date: 03 / 01 / 2023

Implementation	Quantity	Subtotal
<p><b>On-boarding of ADA Compliant Website and Remediation of Historical Documents</b></p> <ul style="list-style-type: none"> <li>• Migration website pages and present on a staged website for approval</li> <li>• Initial PDF Accessibility Compliance Service for 1500 pages of remediation</li> </ul>	1	\$2,325.00
<hr/>		
Annual ongoing services	Quantity	Subtotal
<p><b>Website services</b></p> <ul style="list-style-type: none"> <li>• Hosting, support and training for users</li> <li>• Website management tools to make updates</li> <li>• Secure certification (https)</li> <li>• Monthly accessibility site reporting, monitoring and error corrections</li> </ul>	1	\$600.00
<hr/>		
<p><b>Ongoing PDF Accessibility Compliance Service</b></p> <ul style="list-style-type: none"> <li>• Remediation of all PDFs stored on your website</li> <li>• Remediation of up to 750 PDF pages</li> <li>• Dashboard for reporting and managing all PDFs</li> <li>• 48-hour turnaround for fixes for board agendas</li> <li>• PDF manager dashboard</li> </ul>	Unlimited	\$937.50
<hr/>		
<b>Social Media Manager</b>		Included

*\*Maximum PDF pages per 12 month period*

**Total:        \$3,862.50**





## Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

### Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

### Designed for districts



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws

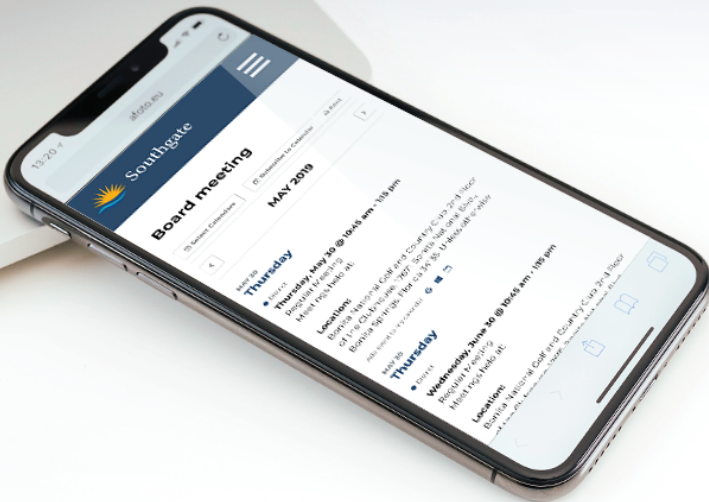


Save CDD board time and money

# Keeping your community informed and compliant.



**Accessibility Compliance**  
with Campus Suite



## We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

### We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

## A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

### Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

### Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes





**campus**  
suite



## A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



**W3C**<sup>®</sup>  
WCAG 2.0



**Campus Suite Academy**  
**Website Accessibility Center**

[www.campussuite.com/accessibility-center](http://www.campussuite.com/accessibility-center)

# Frequently asked questions

## **For PDF service, what is the price per page?**

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

## **What does the PDF scan and remediation process look like?**

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

## **What does the ADA managed service process for our website look like?**

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

## **How long does it take?**

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

## **What standards do you follow for ADA?**

We follow WCAG AA 2.1 guidelines

## **Are there any hidden fees?**

No.

## **How long does it take to build the website?**

It depends upon your responsiveness, but generally only a couple of weeks.

## **Can we change the design of our website?**

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

## **Do your sites offer a calendar?**

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

## Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
  1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
  2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
  3. Display an ADA compliance shield, seal, or certification;
  4. Provide options to create a CDD-branded design (colors, logo, etc...)
  5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
  6. Be free of any commercial advertising;
  7. Be free of any known spyware, virus, or malware;
  8. Secure certification (https)
  9. Secure cloud hosting with fail-overs
  10. Allow for data backups, and record retention as required by law;
  11. Allow for the display a calendar, reservation request form, and newsletter;
  12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
  13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.\*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District’s website.
3. **Maintenance and Management of the Website.**
  1. Contractor will manage and maintain the website;
  2. Remediate in an ADA compliant format new documents (a not to exceed Unlimited pages per year) uploaded by the District Manager to the document portal;\*
    1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
  3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;

4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

4. **Monthly Auditing and Remediation Services.**

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
  2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
  3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.
5. **Support Services.** Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

\*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.



# Website Creation and Management Agreement

This Website Creation and Management Agreement (this “Agreement”) is entered into as of 03 / 01 / 2023, between the South Bay Community Development District, whose mailing address is 3434 Colwell Avenue, Tampa, FL 33614 (the “District”) and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the “Contractor”).

## Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the “ADA”). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

## Operative Provisions:

**1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

**2. Scope of Services.** The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the “Statement of Work” attached hereto.

**3. Term and Renewal.** The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

### 4. Termination.

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and the opportunity to cure the breach.

c. Upon termination of this Agreement:

- i. The Contractor will be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
- ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
- iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
- iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

**5. Compensation and Prompt Payment.**

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$2,325.00 for the On-boarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on October 1, 2019 the District agrees to compensate the Contractor \$1,537.50 for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on a annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

**6. Additional Work.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

**7. Ownership of Website, Domain Name, and Content.** The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

**8. No Infringement of Intellectual Property.** Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise

violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

**9. Promotion.** The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

**10. Warranty.** The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

**11. Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

**12. Compliance with Governmental Regulations.** The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

**13. Insurance.** Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

**14. Limitation of Liability.** Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

**15. Indemnification.** Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**16. Conditions Precedent Prior to Any Litigation.** In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

**17. Remedies in the Event of Default.** Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

**18. Controlling Law.** This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

**19. Enforcement of Agreement.** Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount

of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

**20. Public Records.** Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida’s public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT \_\_\_\_\_, OR BY EMAIL AT \_\_\_\_\_, OR BY REGULAR MAIL AT \_\_\_\_\_.**

**21. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.

**22. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

**23. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.

**24. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in

writing, signed by both parties hereto.

**25. Arm’s Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**26. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.

**27. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studios d/b/s/ Campus Suite		South Bay Community Development District	
<hr/>		<hr/>	
Ted Saul	Date	Print name	Date
Director of Sales			
<hr/>		<hr/>	

# **Fifth Order of Business**

**5A**



REVOCABLE SIDEWALK LEASE AGREEMENT

This Lease Agreement is made effective on the \_\_\_\_ day of \_\_\_\_\_, 2023 between the Harborside Suites LLC., a \_\_\_\_\_ limited liability corporation whose address is \_\_\_\_\_ ("Lessor") and South Bay Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County, Florida, whose mailing address is c/o Thomas A. Cloud, GrayRobinson, P.A., 301 E. Pine Street, Suite 1400, Orlando, Florida 32801 ("Lessee").

WITNESSETH:

1. Lessor hereby leases to Lessee a portion of the Lessor's real property, more particularly described and designated in Exhibit A attached hereto and incorporated herein ("Premises"), constituting a sidewalk area and contiguous property for use by Lessee and its residents, guests and invitees.

2. The term of this Lease Agreement shall be for a period of three (3) months from the above date, and extended monthly thereafter unless otherwise terminated by either party upon thirty (30) days' prior written notice ("Termination Notice").

3. Lessee shall pay Lessor \$1.00 and other good and valuable consideration as provided herein as consideration for this Lease Agreement and use of the Premises through the date of termination.

4. The Lessee shall be responsible for all maintenance, repairs and required improvements for the use of the Premises as provided herein and will indemnify and hold harmless Lessor from any and all claims, actions and damages brought in conjunction with the use of the Premises by the Lessee and its residents, guests and invitees to the extent and subject to limitations and conditions provided in Paragraph 30 below or elsewhere herein.

5. The Lessee agrees to name Lessor as an additional insured under Lessee's existing liability insurance policy pertaining to any covered claim regarding the Premises.

6. The Lessee shall at its sole cost, fee and expense move the ~~portion of the existing fencing lying north of Lessor's area that is improved as a roadway to the south side of said roadway so that the area enclosed can be used as a sidewalk. Such fencing shall~~ that currently impedes access to the sidewalk within the 20-foot Pedestrian Easement to allow ingress and egress across the sidewalk. Lessee shall install at its sole cost, fee and expense the proposed fencing which shall be located at the northerly line of the 20-foot Pedestrian Easement and shall be extended from Bahia Beach Road to the South Parking lot located on other property owned by the Lessee, all as shown on Exhibit B attached hereto and incorporated herein by reference. Such installation shall constitute the "Required Improvements" under this Lease Agreement. Lessee shall be responsible for the maintenance, repair and other costs of such Required Improvements. The Required Improvements shall be installed to prevent access from the Premises to the private road lying northerly thereof. The existing fence adjacent to the seawall at the down ramp westerly and just outside of the Premises shall remain and the repair and maintenance thereof shall be the responsibility of Lessor.

7. Intentionally omitted.

8. The Lessee further agrees as follows:

a. To maintain and keep the Premises in good repair and in a clean state at the Lessee's expense. Maintenance also includes the trash pick-up along the Premises.

- b. To leave the Premises, on termination of this Lease Agreement, in the same condition and state of repair as it was at the commencement of this Lease Agreement.
9. Upon termination of this Lease Agreement, or upon failure by Lessee to perform any and all maintenance provided herein, the Lessor shall have the absolute right to enter onto the Premises in order to perform any such maintenance required by Lessee hereunder, but not performed by Lessee at the sole cost, fee and expense of the Lessee. Lessor shall provide an itemized statement of any such work to Lessee in conjunction with written notice thereof as provided under this Lease Agreement. Lessee shall have sixty (60) days from receipt of such invoice to pay same.
10. If any non-monetary default by Lessee occurs, Lessor may terminate Lessee's right of possession under this Lease Agreement following written notice hereunder and Lessee's failure to cure the default within twenty (20) days after receipt of the notice specifying the default.
11. The Lessee shall not be entitled to make any improvements to the Premises, other than the Required Improvements as described in paragraph 6 above, or to add furnishings, tables, seats or other accessories to the Premises without the written consent of the Lessor.
12. In the event that any dispute arises concerning the terms of this Lease Agreement, this Lease Agreement shall be interpreted and governed by the laws of the State of Florida. In the event that any litigation is initiated relating to this Lease Agreement, venue for any such litigation shall be in Hillsborough County, Florida.
13. Lessor shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from any use of the Premises caused by or arising from any act or omission of Lessee, or any of its agents or employees, licensees or invitees.
14. For the purposes of any interpretation of this Lease Agreement, this Lease Agreement shall be considered as having been authored, drawn and written by both Lessor and Lessee and, in the interpretation of this Lease Agreement, there shall be no presumption of vagueness, ambiguity or unfairness against the Lessor.
15. Lessor and Lessee hereby agree and understand that time is of the essence as to the performance of all terms and conditions of this Lease Agreement.
16. All notices, pursuant to this Lease Agreement, shall be sent to Lessor or Lessee respectively at the address first above written by certified or registered mail.
17. Both Lessor and Lessee shall properly comply with all laws, ordinances, orders, rules, regulations and requirements of Federal, State and Local Governments in the use of the premises. No signs shall be permitted on the Premises except in compliance with applicable County Code provisions.
18. Lessee shall not create, permit, suffer any mechanics liens, other liens or any encumbrances to be imposed on the Premises that would affect the Lessor's title thereto. Lessee agrees to execute any memorandum to that effect, if required by Lessor.
19. This Lease Agreement is not assignable without the express prior written consent of Lessor.
20. This written agreement shall constitute a sole agreement between Lessor and Lessee with regard to the issues described herein and no previous discussions, negotiations or oral commitments shall remain binding on either party hereto.
21. No waiver shall be deemed to have occurred unless in writing and signed by the party against whom such waiver is sought to be enforced.

22. This agreement may be signed in multiple counterparts, all of which collectively constitute one binding agreement between and upon Lessor and Lessee.

23. Pursuant to the calculation of any time period applicable under this Lease Agreement, any holiday recognized by Hillsborough County shall be excluded therefrom.

24. Each party shall execute and deliver to another party upon request, any documents, evidence of good standing, certificates, agreements, resolutions, acknowledgements and consents as may be reasonably necessary in order to accomplish the purposes and intent of this Lease Agreement.

25. Amendments to and waivers of the provisions contained in this Lease Agreement may be made only by instrument in writing which is executed by the Lessor and Lessee.

26. None of the terms or provisions of this Lease Agreement shall be deemed to have been abrogated or waived by any reason of any failure or failures to enforce same. Nothing herein or in any other agreement, written or oral, entered into by or binding upon the Lessor or Lessee shall be deemed a limitation on the ability of the Lessor or Lessee to enter into this agreement and be valid in accordance with its terms.

27. The execution of this Lease Agreement has been duly authorized by the appropriate body or official of each of the Lessor and Lessee and Lessor and Lessee has complied with all of the requirements of law and has the full power and authority to comply with the terms and provisions of this Lease Agreement.

28. The Lessor and Lessee agree that this Lease Agreement is solely for the benefit of the Lessor and Lessee and Lessee's residents, guests and invitees and no right or cause of action shall accrue upon or by reason of, to or for the benefit of any third person not a signatory of this Lease Agreement. Nothing in this Lease Agreement express or implied is intended or shall be construed to confer upon any person or corporation other than Lessor and Lessee any right, remedy or claim under or by reason of this Lease Agreement or any of the provisions or conditions of this Lease Agreement and all of the provisions, representations, covenants and conditions contained in this Lease Agreement shall inure solely to the benefit and shall be binding upon Lessor and Lessee and their respective representatives, successors and permitted assigns.

**29. LESSOR UNDERSTANDS AND AGREES THAT ALL DOCUMENTS OF ANY KIND PROVIDED TO THE LESSEE IN CONNECTION WITH THIS LEASE AGREEMENT MAY BE PUBLIC RECORDS AND TREATED AS SUCH IN ACCORDANCE WITH FLORIDA LAW.**

30. Nothing in this Lease Agreement shall be deemed as a waiver of immunity or limits of liability of the Lessee beyond any statutory limited waiver or immunity or limits of liability which have been adopted by the Florida Legislature and Section 768.28, *Florida Statutes*.

31. **WAIVER OF JURY TRIAL. LESSOR AND LESSEE AGREE AS FOLLOWS: (A) EACH OF THEM KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR OTHER LITIGATION (AN "ACTION") BASED UPON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS LEASE AGREEMENT, SEEKING TO ENFORCE THE COLLECTION OF THE DELINQUENT ASSESSMENTS, OR ENFORCEMENT OF ANY RELATED DOCUMENTS, INSTRUMENTS OR AGREEMENTS (WHETHER ORAL OR WRITTEN) WHETHER EXPRESS OR IMPLIED AS A RESULT OF A COURSE OF DEALING, A COURSE OF CONDUCT, A STATEMENT, OR OTHER ACTION OF ANOTHER PARTY; (B) NEITHER LESSOR NOR LESSEE MAY SEEK A TRIAL BY JURY IN ANY SUCH ACTION; (C) NEITHER LESSOR NOR LESSEE WILL SEEK TO CONSOLIDATE ANY SUCH ACTION (IN WHICH A JURY TRIAL HAS BEEN WAIVED) WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED; AND (D) NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OF THEM THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
\_\_\_\_\_,  
on behalf of Harborside Suites, LLC, Lessor

\_\_\_\_\_  
Witness on behalf of Harborside Suites, LLC

\_\_\_\_\_  
on behalf of South Bay Community Development District, Lessee

\_\_\_\_\_  
Witness on behalf of South Bay Community Development District

State of Florida  
County of \_\_\_\_\_

Signed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

By \_\_\_\_\_

Identification verified: \_\_\_\_\_ Oath sworn: \_\_\_ Yes \_\_\_ No

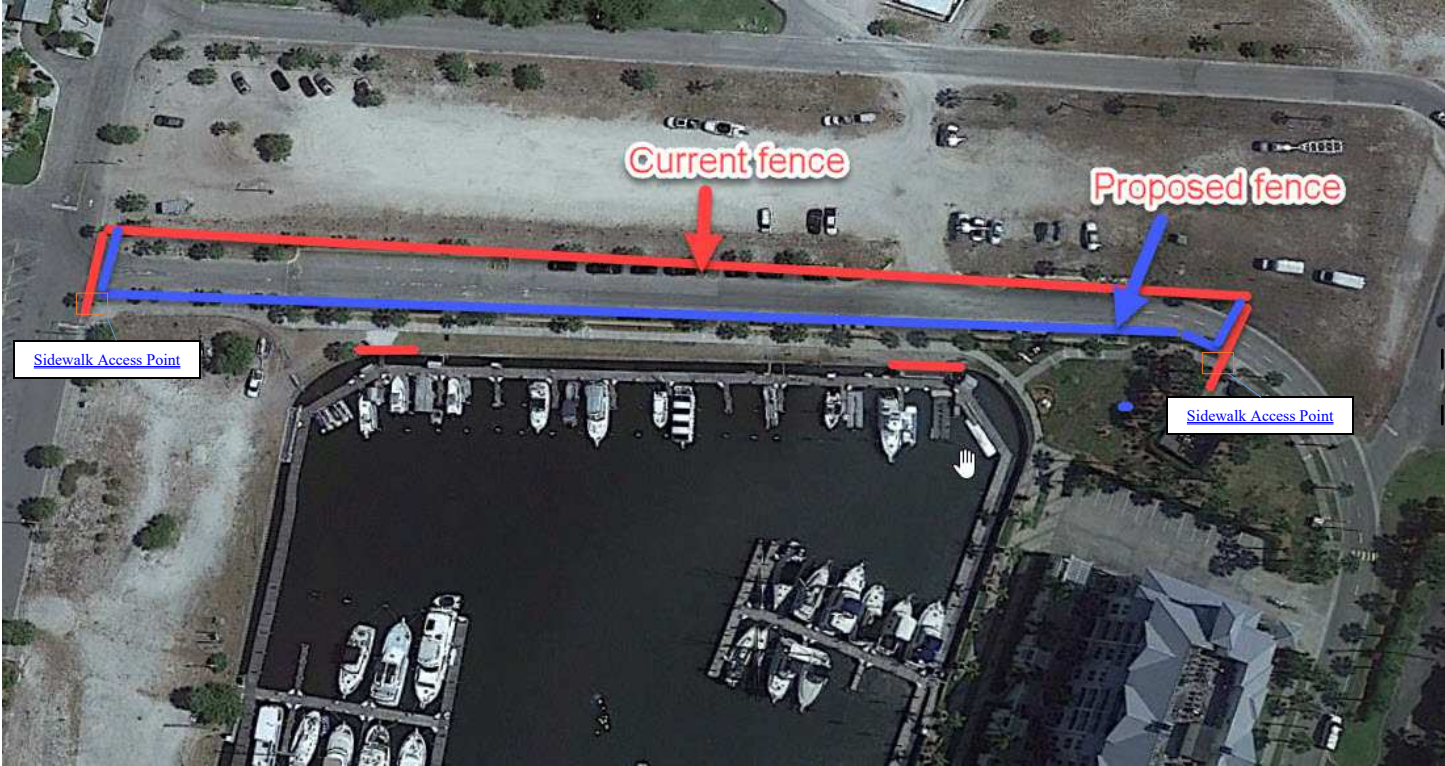
\_\_\_\_\_  
Notary Signature My Commission expires: \_\_\_\_\_

## **EXHIBIT A**

### **Description of the Real Property**

EXHIBIT B

Fencing



**EXHIBIT C**

**20-Foot Pedestrian Easement around the  
Hammer Head Portion of Lessor's property**

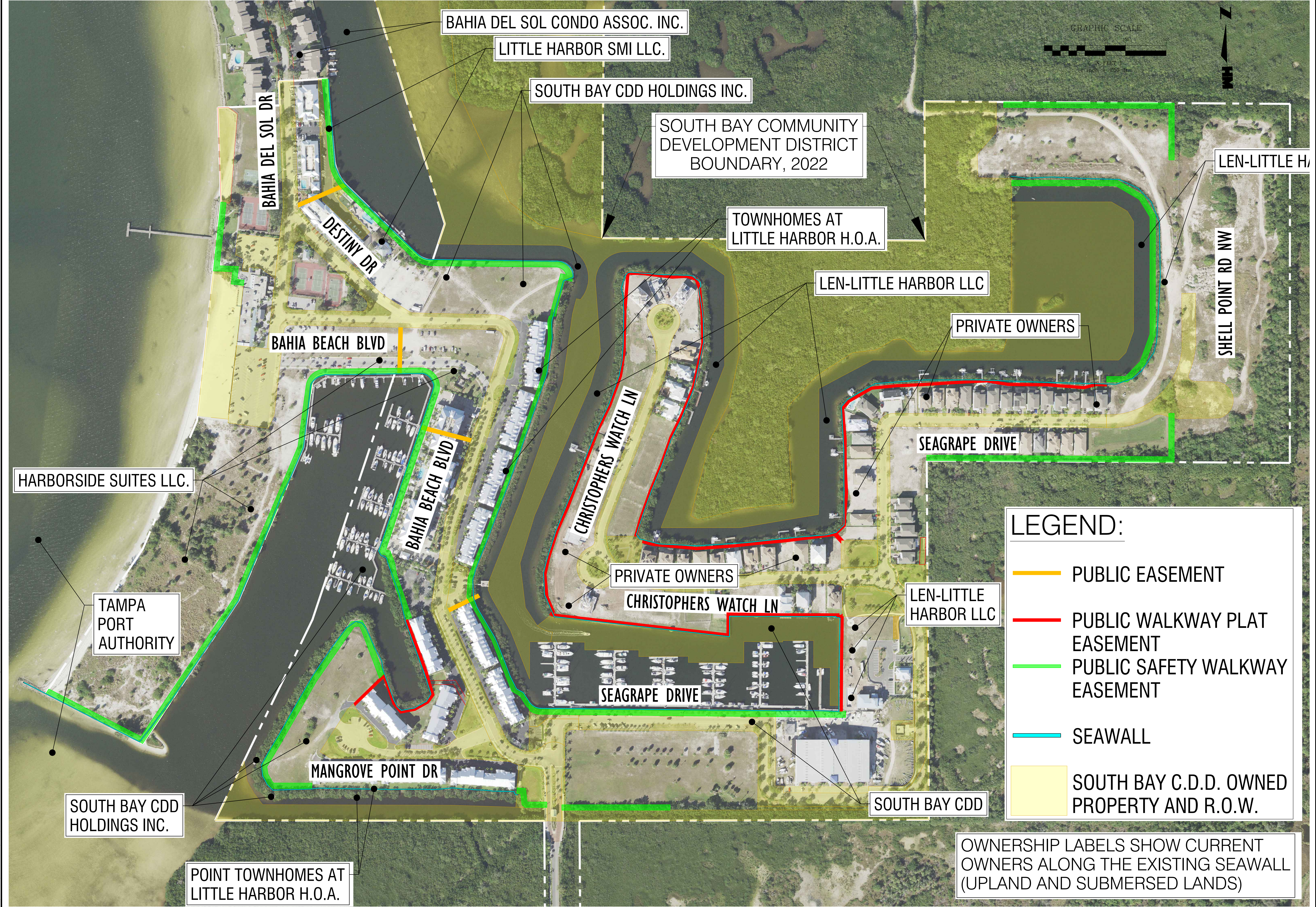
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Delete	1
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Move To	0
Table Insert	0
<del>Table Delete</del>	0
Table moves to	0
<del>Table moves from</del>	0
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Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>5</b>



# **Eighth Order of Business**

**8A.**





**LEGEND:**

- PUBLIC EASEMENT
- PUBLIC WALKWAY PLAT EASEMENT
- PUBLIC SAFETY WALKWAY EASEMENT
- SEAWALL
- SOUTH BAY C.D.D. OWNED PROPERTY AND R.O.W.

OWNERSHIP LABELS SHOW CURRENT OWNERS ALONG THE EXISTING SEAWALL (UPLAND AND SUBMERSED LANDS)

H:\2004\2004142\DW\20220406 BASE VZ\04142.SEAWALL.ESMITS.dwg Tab: 1 Apr 18, 2022 - 11:17am

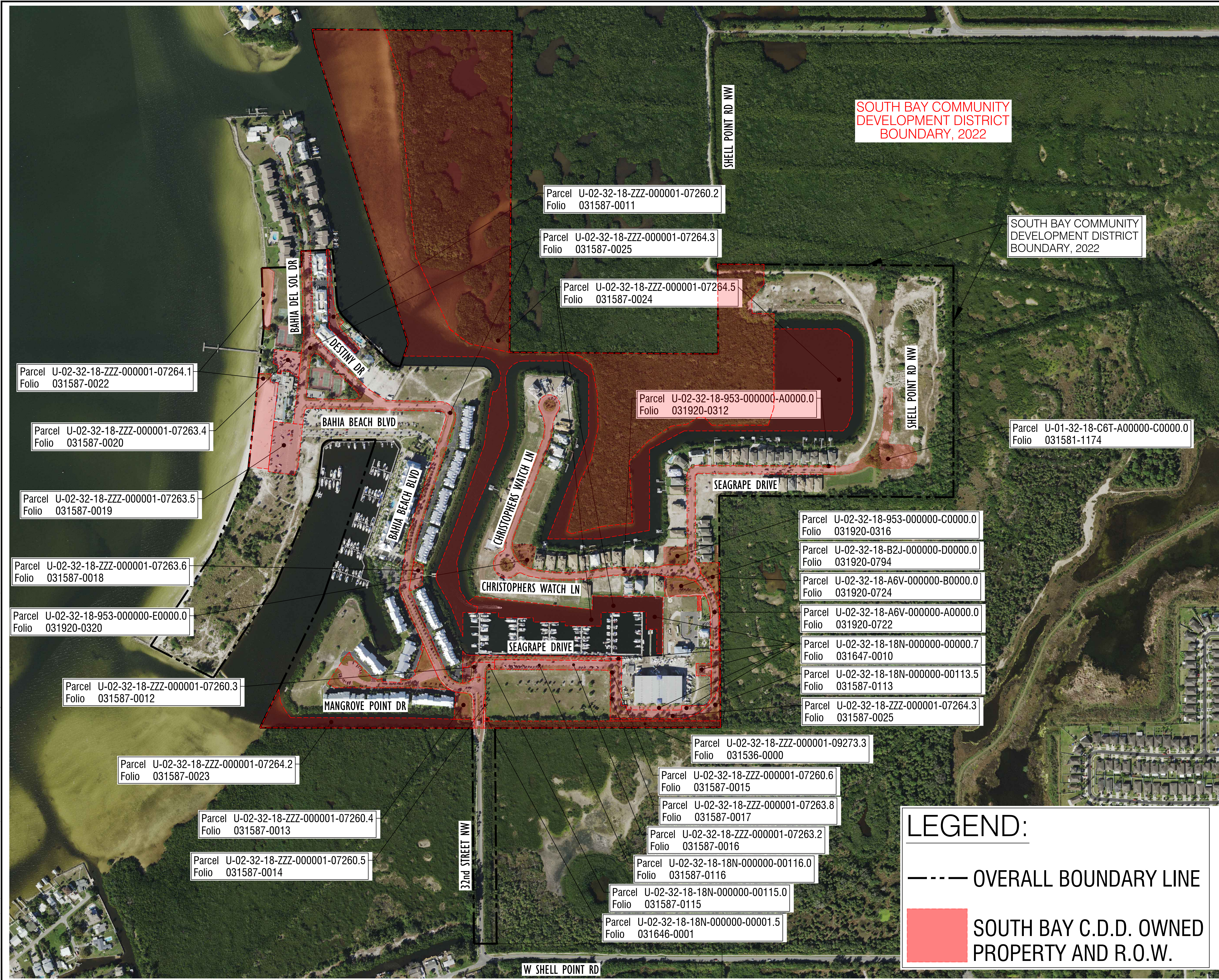
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DRAWN BY	VZ	04/05/2022	RB	04/2022	N/A
CHECKED BY	RB	04/2022	VERTICAL SCALE	HORIZONTAL SCALE	N/A
REVISIONS	NUMBER	DATE	REVISIONS		
<p>6200 Whiskey Creek Drive Fort Myers, FL 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No. 1772</p> <p><b>H.M.</b> HOLEMONTES ENGINEERS LANDSCAPE ARCHITECTS PLANNERS</p>					
<p>CAD FILE NAME: 04142.MAP</p> <p>DRAWING NO.: 1490</p> <p>PROJECT NO.: 2004142</p> <p>SHEET 1</p>					



**8B.**

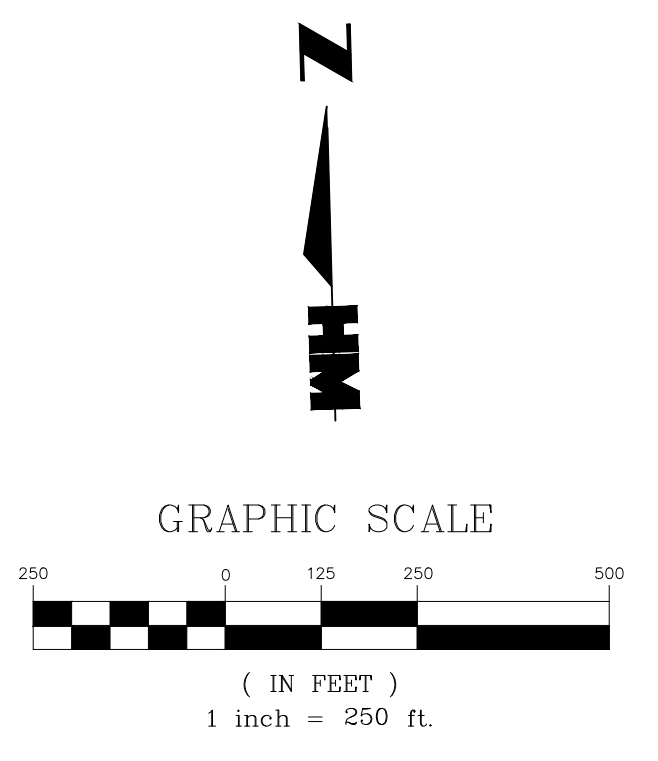


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**SOUTH BAY COMMUNITY  
DEVELOPMENT DISTRICT  
BOUNDARY, 2022**

**SOUTH BAY COMMUNITY  
DEVELOPMENT DISTRICT  
BOUNDARY, 2022**



- Parcel U-02-32-18-ZZZ-000001-07260.2  
Folio 031587-0011
- Parcel U-02-32-18-ZZZ-000001-07264.3  
Folio 031587-0025
- Parcel U-02-32-18-ZZZ-000001-07264.5  
Folio 031587-0024
- Parcel U-02-32-18-953-000000-A0000.0  
Folio 031920-0312
- Parcel U-02-32-18-ZZZ-000001-07264.1  
Folio 031587-0022
- Parcel U-02-32-18-ZZZ-000001-07263.4  
Folio 031587-0020
- Parcel U-02-32-18-ZZZ-000001-07263.5  
Folio 031587-0019
- Parcel U-02-32-18-ZZZ-000001-07263.6  
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Folio 031587-0012
- Parcel U-02-32-18-ZZZ-000001-07264.2  
Folio 031587-0023
- Parcel U-02-32-18-ZZZ-000001-07260.4  
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- Parcel U-02-32-18-ZZZ-000001-07260.5  
Folio 031587-0014
- Parcel U-02-32-18-ZZZ-000001-09273.3  
Folio 031536-0000
- Parcel U-02-32-18-ZZZ-000001-07260.6  
Folio 031587-0015
- Parcel U-02-32-18-ZZZ-000001-07263.8  
Folio 031587-0017
- Parcel U-02-32-18-ZZZ-000001-07263.2  
Folio 031587-0016
- Parcel U-02-32-18-18N-000000-00116.0  
Folio 031587-0116
- Parcel U-02-32-18-18N-000000-00115.0  
Folio 031587-0115
- Parcel U-02-32-18-18N-000000-00001.5  
Folio 031646-0001
- Parcel U-02-32-18-953-000000-C0000.0  
Folio 031920-0316
- Parcel U-02-32-18-B2J-000000-D0000.0  
Folio 031920-0794
- Parcel U-02-32-18-A6V-000000-B0000.0  
Folio 031920-0724
- Parcel U-02-32-18-A6V-000000-A0000.0  
Folio 031920-0722
- Parcel U-02-32-18-18N-000000-00000.7  
Folio 031647-0010
- Parcel U-02-32-18-18N-000000-00113.5  
Folio 031587-0113
- Parcel U-02-32-18-ZZZ-000001-07264.3  
Folio 031587-0025

Parcel U-01-32-18-C6T-A00000-C0000.0  
Folio 031581-1174

**LEGEND:**

----- OVERALL BOUNDARY LINE

SOUTH BAY C.D.D. OWNED PROPERTY AND R.O.W.

DESIGNED BY	DATE	VZ	CHECKED BY	DATE	RB	VERTICAL SCALE	HORIZONTAL SCALE
	04/05/2022			04/2022		N/A	N/A
C.D.D. PARCEL ID / FOLIO MAP		SOUTH BAY C.D.D.		HILLSBOROUGH COUNTY, FLORIDA		CAD FILE NAME: 04142.MAP	
						DRAWING NO.: 1490	
						PROJECT NO.: 2004142	
						SHEET 1	

THESE DRAWINGS ARE NOT APPROVED UNLESS SIGNED & SEALED BELOW:

**H.M.**  
HOLEMONTES  
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & DESIGNERS

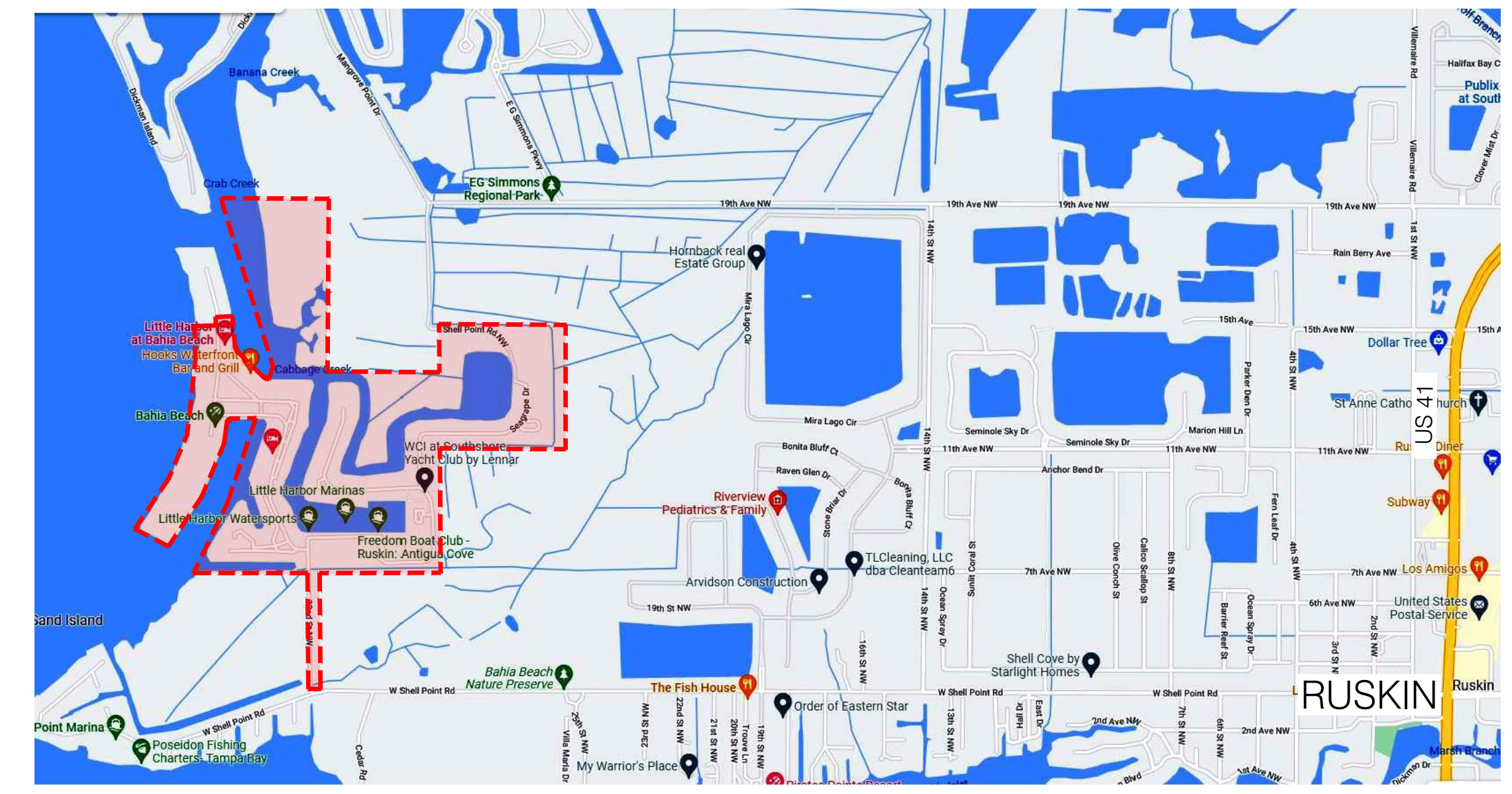
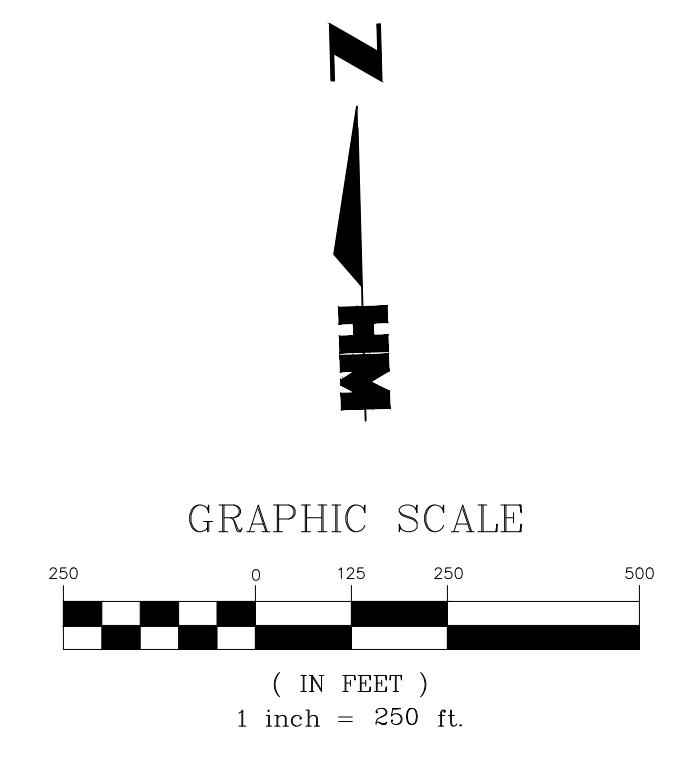
6200 Whiskey Creek Drive  
Fort Myers, FL 33919  
Phone: (239) 985-1200  
Florida Certificate of Registration #4259  
Authorization No. 1772



**8C.**



H:\2004\2004142\DW\20220406 BASE V2\04142.BOUNDARY.LOC.MAP.dwg Tab: 1 Apr 06, 2022 - 12:56pm



DESIGNED BY	DATE	DATE	DATE	DATE	DATE
DRAWN BY	VZ	04/05/2021	04/05/2021	04/05/2021	04/05/2021
CHECKED BY	RB				
VERTICAL SCALE	N/A				
HORIZONTAL SCALE	N/A				
<b>LOCATION &amp; BOUNDARY MAP</b>					
<b>SOUTH BAY C.D.D.</b>					
<b>HILLSBOROUGH COUNTY, FLORIDA</b>					
CAD FILE NAME:	04142.MAP				
DRAWING NO.:	1490				
PROJECT NO.:	2004142	SHEET	1		
THESE DRAWINGS ARE NOT APPROVED UNLESS SIGNED & SEALED BELOW: RICHARD E. BRYLANSKI, P.E. FLORIDA PROFESSIONAL ENGINEER REGISTRATION #14239 DATE: .....					
6200 Whiskey Creek Drive Fort Myers, FL 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No. 1772					
HOLEMONTES ENGINEERS LANDSCAPE ARCHITECTS PLANNERS ISLANDERS					
REVISIONS	NUMBER	DATE			