



***Lakes by the Bay South
Community Development District***

www.lakesbythebaycdd.com

Michele Harris, Chair

Ana Jo, Vice Chair

Timothy Moon, Assistant Secretary

Dorothy Morales, Assistant Secretary

Margaret Coon, Assistant Secretary

August 25, 2026



Lakes by the Bay South

Community Development District

Agenda

Seat 4: Michele Harris – (C)	
Seat 5: Ana Jo – (V.C.)	
Seat 2: Timothy Moon – (A.S.)	
Seat 3: Dorothy Morales – (A.S.)	
Seat 1: Margaret Coon – (A.S.)	

**Tuesday
August 25, 2026
9:30 a.m.**

**Isles at Bayshore Club
21864 SW 93rd Path, Cutler Bay, FL
[Join the meeting now](#)**

**Meeting ID: 242 603 286 327 and Passcode: vN7cr9ZG
1 842-240-4685 and Phone Conference ID: 402 741 262#**

1. Roll Call and Pledge of Allegiance
2. Approval of the Minutes of the July 28, 2026, Meeting – **Page 4**
3. Ratification of:
 - A. Small Project Agreement (SFWMD Buffer Area Temporary Irrigation) with Visualscape, Inc. – **Page 25**
 - B. Small Project Agreement (Storm Drain Cleaning) with Raptor Vac-Systems, Inc. – **Page 43**
4. Consideration of:
 - A. Engagement Letter with Grau & Associates to perform the Audit for Fiscal Year Ending September 30, 2026 – **Page 79**
 - B. Estimate with People's Choice Pressure Cleaning, Inc. – **Page 84**
5. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Club Manager – Monthly Report – **Page 86**
 - D. Gate Updates
 - E. Field Manager – Monthly Report – **Page 99**
 - F. CDD Manager

6. Financial Reports

A. Approval of Check Register – **Page 124**

B. Approval of Unaudited Financials – **Page 130**

7. Supervisors Requests and Audience Comments

8. 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: <http://www.lakesbythebaycdd.com>

**MINUTES OF MEETING
LAKES BY THE BAY SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

A regular meeting of the Board of Supervisors of the Lakes by the Bay South Community Development District was held on Tuesday, July 28, 2026, at 9:30 a.m. at Isles at Bayshore Club, 21864 S.W. 93rd Path, Cutler Bay, Florida.

Present and constituting a quorum:

Michele Harris	Chairman (telecommunications)
Ana Jo	Vice Chairman
Maggie Coon	Assistant Secretary
Dorothy Morales	Assistant Secretary

Also present were:

Juliana Duque	District Manager
Jesus Lorenzo	GMS
Scott Cochran	District Counsel
Jennifer Lora	FirstService Residential
Several Residents	

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

Ms. Duque called the meeting to order, called the roll, and led the Pledge of Allegiance.

SECOND ORDER OF BUSINESS

Approval of the Minutes of the June 23, 2026 Meeting

Ms. Duque: The next item on the agenda is the approval of the minutes from the June 23, 2026 meeting. I received comments from Jennifer, the Clubhouse Manager, as well as from District Counsel. District Counsel noted the following corrections: on page 2, toward the end of the page, "support" should be changed to "tort," and following "\$500,000," "for" should be changed to "per"; on page 3, "15 months" should be changed to "18 months," and the phrase "the quality" should be changed to "reduce the cost"; and on page 11, under Ms. Lora's comments, the room name should be revised to "Heron

Room.” Jennifer noted that on page 7, line 3, the word should be “recuperated”; on page 7, line 7, “inaudible” should be replaced with “a Bake It on Wheels field trip, a paint night, a summer movie, and a toddler play date”; on page 8, the statement should read, “When she opened, she asked him to leave the premises”; on page 11, the room name should also be revised to “Heron Room”; and on page 12, line 21, “inaudible” should be changed to “operated.” For the record, we have residents joining us in person today, as well as others participating via teleconference. Are there any additional comments, questions, corrections, or deletions from the Board of Supervisors? If not, may I have a motion to approve the June 23, 2026 meeting minutes, as amended?

On MOTION by Ms. Jo seconded by Ms. Coon with all in favor, the minutes of the June 23, 2026 with stated change were approved.

THIRD ORDER OF BUSINESS

Public Hearing to Adopt the Fiscal Year 2027 Budget

A. Motion to Open the Public Hearing

Ms. Duque: The next item is the public hearing to adopt the fiscal year 2027 budget. I will now open the public hearing to consider the adoption of the fiscal year 2027 budget. May I have a motion?

On MOTION by Ms. Jo seconded by Ms. Coon with all in favor, the Public Hearing was opened.

B. Public Comments and Discussion

Ms. Duque: The next item the public comments and discussion. At this time we will take public comments on the proposed fiscal year 2027 budget including the objection letter that was included as part of your agenda. If anyone wishes to make a statement we would ask you to please state your name and address for the record and provide us with your comment. You will be allowed three minutes to present it to the Board. Board members do you have any comments or additional requests about the budget?

Ms. Jo: No.

Ms. Duque: For the record, and in consideration of the residents attending today's meeting, I would like to provide a brief summary of the proposed Fiscal Year 2027 budget. The budget was previously presented to and discussed by the Board of Supervisors, and the proposed budget was approved at a prior meeting. It is being presented today for final adoption. The District's proposed Fiscal Year 2027 Operations and Maintenance assessment budget totals \$2,161,000, of which \$1,975,630 is allocated to operations and maintenance expenses and \$185,376 is allocated to contingency and reserve funds for both the clubhouse and field operations. In addition, the District's debt service budget includes the annual debt service requirements for the Series 2022 and Series 2024 Bonds, totaling approximately \$2,504,418. The budget includes each line item, along with a narrative explanation of the associated expense. With respect to field expenditures, the budget reflects an increase from \$542,940 to \$748,893. The primary reason for this increase is the addition of maintenance expenses associated with the South Florida Water Management District area, which was not budgeted in Fiscal Year 202. It was not adopted for that fiscal year, but the *Ms. Duque was inaudible at this time.* projections totaled \$89,146 for fiscal year 2026. For Fiscal Year 2027, the District is proposing \$64,529 to address the ongoing regulatory and maintenance requirements associated with the South Florida Water Management District buffer area. As the Board has discussed at prior meetings, the District is now responsible for maintaining this area, which is a significant contributor to the increase in the Operations and Maintenance budget. In addition, the proposed budget for reserve-area cleaning has increased from \$48,280 to \$89,128, an increase of approximately \$40,000. This increase reflects the higher level of maintenance and more intensive removal of vegetation and debris required within the reserve area and along the adjacent lake edge. It is also important to note that the gate and security expenditures remain substantially unchanged, including management fees and enhanced-security costs. Clubhouse expenditures are proposed to increase from \$904,483 to \$978,137, primarily due to an increase in the clubhouse capital reserve contribution from the adopted amount of \$60,000 to \$100,000. The additional \$40,000 is intended to strengthen the capital reserve for future renewal and replacement needs. Because the clubhouse is not new, several of its assets will require repair or replacement over time. I would also like to acknowledge the District's reserve

position and carryforward funds. The Operations and Maintenance reserve reflects a beginning fund balance of \$1,979,814, with a projected net change of \$79,409, resulting in estimated available funds of \$1,900,405 as of September 30, 2026. These reserves include approximately three months of operating expenses, which are necessary because assessments are generally not collected until December or January of the fiscal year. The reserves also include \$426,856 for capital projects, renewal, and replacement, and \$933,297 for clubhouse capital projects, renewal, and replacement. The budget also presents each neighborhood's total adopted Fiscal Year 2026 assessment and the proposed per-unit Fiscal Year 2027 assessment so residents may compare the assessments from one fiscal year to the next. The proposed change represents an annual increase of approximately \$120 per unit, or approximately \$10 per month. The increase is necessary primarily due to approximately \$205,950 in additional field Operations and Maintenance expenditures, driven mainly by the increased reserve-area cleaning requirements and the costs associated with maintaining the South Florida Water Management District buffer area. In addition, clubhouse expenditures are proposed to increase by approximately \$73,654, including the additional \$40,000 reserve contribution. Gate expenditures are slightly lower because no increase is proposed for those components. The District received an objection letter from Mr. Nabeel, dated June 12, 2026, which is included in the agenda package and requests a detailed breakdown of the proposed increases and related costs. That information is included in the proposed budget, which is available on the District's website. The budget provides the adopted Fiscal Year 2026 amounts, actual expenditures through June 30, projected year-end expenditures, and proposed Fiscal Year 2027 amounts for each line item. Residents may also contact me directly with any additional questions. In summary, the principal reasons for the proposed assessment increase are the heightened maintenance needs and contractor costs for the reserve and South Florida Water Management District buffer areas, increased reserve contributions for future capital renewal and replacement, and customary contractual adjustments for management and other service contracts. *Ms. Duque was inaudible at this time.* The proposed budget may certainly be revised at the discretion of the Board of Supervisors. However, this recommendation has been provided by the District's management company based on the District's expenditures during the

current fiscal year, anticipated needs for the upcoming fiscal year, and existing contractual obligations. The proposed increase of \$120 per unit annually is intended to maintain the current level of service and to protect the District's long-term capital assets through appropriate reserve funding. Unless there are any questions or comments from the Board, I will now open the floor for public comments. If anyone wishes to speak, please state your name and address for the record. Seeing no comments from those present today, thank you.

Mr. Otis: Good morning. Randel Otis. I just want to know *Mr. Otis was inaudible at this time.*

Ms. Duque: Randel, if you visit the District's website, you can access a copy of the budget. I would also be happy to provide you with a copy after the meeting is adjourned. If you remain after the meeting, I can obtain your contact information and email it to you directly. To answer your question for purposes of today's meeting, the assessment table is included on the last page of the budget. That table identifies the assessments required for both Operations and Maintenance and debt service. The budget consists of two components: the Operations and Maintenance assessment, which funds the District's annual operating and maintenance expenses, and the debt-service assessment, which funds the bonds issued to finance District infrastructure and the clubhouse acquisition. The assessment table shows the amount each neighborhood paid in Fiscal Year 2026 and the proposed amount for Fiscal Year 2027. With respect to the clubhouse, the assessment remains unchanged at \$242,060 for both Fiscal Year 2026 and Fiscal Year 2027. The District was able to offset the clubhouse-related increases through the use of carryforward funds. The primary increase is on the field-maintenance side, primarily due to the District's responsibility to maintain the South Florida Water Management District buffer area, along with other increased maintenance line items previously discussed. Overall, the proposed increase is \$120 per unit annually, which equates to approximately \$10 per month.

Mr. Otis: Ok and the Association.

Ms. Duque: I don't know, we do not represent the HOA or the Association. That would be a question for your HOA.

Mr. Otis: Ok.

Ms. Duque: I would be happy to email you a copy of the budget. It is also available on the District's website.

Mr. Otis: Excellent, thank you.

Ms. Duque: Do I have any other questions? Let's move forward to the next item.

C. Consideration of Resolution #2026-04 Annual Appropriation Resolution

Ms. Duque: Consideration of Resolution #2026-04 which is the Annual Appropriation Resolution. This resolution adopts the fiscal year 2027 budget and also authorizes the expenditures. Are there any questions or comments from the Board? Not hearing any a motion to consider Resolution #2026-04.

In MOTION by Ms. Harris seconded by Ms. Coon with all in favor, Resolution #2026-04 Annual Appropriation Resolution was approved.

D. Consideration of Resolution #2026-05 Levy of Non Ad Valorem Assessments

Ms. Duque: Consideration of Resolution #2026-05 Levy of Non Ad Valorem Assessments in accordance with the adopted budget. If there is any questions about this resolution, if not a motion will take place.

On MOTION by Ms. Harris seconded by Ms. Jo with all in favor, Resolution #2026-05 Levy of Non Ad Valorem Assessments was approved.

E. Motion to Close the Public Hearing

Ms. Duque: A motion to close the public hearing will take place.

On MOTION by Ms. Jo seconded by Ms. Harris with all in favor, the public hearing was closed.

FOURTH ORDER OF BUSINESS

**Consideration of Storm Drain
Proposal with Raptor Vac
Systems**

Ms. Duque: let us move forward with the consideration of the storm drain maintenance proposal from Raptor Vac System. This item relates directly to the District's responsibility to maintain the stormwater system, including storm drains, catch basins, and related infrastructure. The proposed work will continue the apron and drain maintenance currently underway at The Breakers, with similar work anticipated in other communities. As the Board is aware, Raptor Vac uses vacuum equipment to remove accumulated sand, debris, and trash from the stormwater system to help ensure proper drainage and reduce the risk of water backing up into streets or behind homes. The total cost of the proposed project is \$12,740. The specific locations identified by Raptor Vac are included in the agenda package, along with a map showing the recommended cleaning locations and areas. Unless there are any questions or comments from the Board, may I have a motion to approve the proposal from Raptor Vac System?

On MOTION by Ms. Jo seconded by Ms. Morales with all in favor, a proposal in the amount of \$12,740 with Raptor Vac Systems for storm water drain cleaning was approved.

FIFTH ORDER OF BUSINESS

Ratification of:

- A. Small Project Agreement (Restoration Planting) with Davis Environmental Solutions, LLC**
- B. Service Agreement (Restoration Monitoring and Maintenance) with Davis Environmental Solutions, LLC**

Ms. Duque: The next item is ratification of two agreements. I am going to read both of those agreements and will ask for a motion from the Board towards the end. The first one is ratification of the Small Project Agreement (Restoration Planting) with Davis Environmental Solutions, LLC. This agreement has been already executed in accordance with the Board's prior direction. Today we are ratifying it for the record. The next one is the agreement with Davis Environmental Solutions for restoration monitoring and maintenance. This agreement has also been executed, and it is in line with the Board's direction at the last meeting. We are ratifying this so that it is part of the record of today's meeting. Motion to ratify those two agreements will take place.

On MOTION by Ms. Jo seconded by Ms. Morales with all in favor, Ratification of Small Project Agreement (Restoration

Planting) with Davis Environmental Solutions, LLC and Service Agreement (Restoration Monitoring and Maintenance) with Davis Environmental Solutions, LLC was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Duque: Staff reports.

Mr. Cochran: Good morning everybody. At the last meeting I presented the legislative update. I did mention at that time that all the bills had been approved by both houses of legislature, but they were still waiting final signature from the Governor. Since then all of them were approved except one was vetoed by the Governor. The one that was vetoed was the one that deals with the sovereign immunity caps. That legislation was going to increase those caps from \$200,000 to \$350,000 per person and \$300,000 to \$500,000 per incident. It was also going to do a few things as far as the pre-suit notice process, statute of limitations. The Governor vetoed that bill so none of that is actually happening. The legislature can try to override the veto by approving with 2/3 vote in each house. I don't see that happening. I am not aware of any efforts to do that. Just wanted to bring that update. Other than that since the last meeting I finalized those agreements with Davis that you just ratified. Beyond that you still having pending the letter for the person that was stealing coconuts. I am planning on getting that out today. Also getting back to you on the agreement which I am also planning on doing this afternoon. That is all I have at this time. If you have any questions, please let me know.

B. Engineer – District Engineer's Report for Fiscal Year 2026-2027

Ms. Duque: We have received the District Engineer's Report, which is included on page 122 of the agenda package. This annual report is required by Florida law and provides the Engineer's assessment of the District's infrastructure and its overall condition. According to the Engineer's findings, the District's infrastructure is in good condition, well maintained, and operating as intended. The report includes recommendations for the District's established five-year cycle program for servicing inlets, manholes, and pipes. The District has already implemented this program and performs this maintenance on an ongoing basis. The Engineer estimates the total cost of the five-year cycle program at \$699,985. The District's proactive annual cleaning and

maintenance of the drainage system helps preserve the infrastructure and reduce the need for more significant repairs. This estimate also provides the Board and residents with valuable information regarding the anticipated cost of maintaining these facilities over time. This work is separate from the ongoing apron and concrete repairs around the drainage structures, which began in The Breakers community and will continue in other HOA areas. At this time, may I have a motion to accept the District Engineer's Report for Fiscal Year 2026–2027?.

On MOTION by Ms. Morales seconded by Ms. Coon with all in favor, acceptance of the District Engineer's Report for Fiscal Year 2026-2027 was approved.

C. Club Manager – Monthly Report

Ms. Lora: Good morning everybody again. Our social event updates are we already distributed our July craft kits. They were distributed the week of June 19th. The remaining Fourth of July kits were distributed to children visiting the clubhouse during the Fourth of July holiday weekend. We didn't have any leftover. The University of Miami parents' seminar still remains pending. We successfully hosted a Bake it on Wheels field trip, a summer paint night and a movie night. We have upcoming this Friday our toddler playdate which will close our summer activities. All July events reached capacity under 24 hours of registration opening. We also have open right now our last distribution of crafts to go and our back to school dance party on August 15th. Year to date we have had 17 meetings, 29 private parties, 25 clubhouse events, 37 classes and we collected a total of \$5,902 in party revenue. Our maintenance contains on schedule, air conditioning, pest control, pool maintenance and landscaping services have been provided accordingly. We are set to have elections on August 13th and November 3rd. The clubhouse access control system agreement is pending on the DML side to be signed. I should receive it this week. Our pool maintenance updates we completed our collection tank valve replacement project. Everything is working perfectly fine. We received an invoice from Invera Pools, which was the repair company that we used before for an amount of \$2,500 for the emergency work done prior to the valve replacement. That

invoice included cleaning of the collection tank, disassembling of the valve and the filter, installation of a temporary plug so we didn't have water leaking. We might need a motion to ratify that invoice.

Ms. Duque: We need at this moment a motion to ratify the invoice.

On MOTION by Ms. Jo seconded by Ms. Coon with all in favor, an invoice in the amount of \$2,500 with Invera Pools was approved.

Ms. Lora: The jacuzzi step reconstruction remains pending. There were changes in the company. We should be able to have that by the August meeting. The wading pool circulation pump replacement remains in progress. Then tomorrow I meet with Reef Tropical to discuss an estimate to replace the pump for the jacuzzi which is broken. There is two options. We could either refurbish or replace it. At this time he is recommending that we do replace it because the housing for the motor has a crack and the epoxy patch that is on it might not last too much longer. The estimate we have for that for the Board's information is a total of \$4,506.10 and it includes permits with the Town of Cutler Bay, but it does not include the electrical permit. I am waiting for the electrician to get back to us on that information.

Ms. Jo: Which electrician has you reached out to?

Ms. Lora was inaudible at this time.

Ms. Duque: Jen just for the record the proposal is with which company?

Ms. Lora: Reef Tropical.

Ms. Jo: Did they provide us a discount on this repair?

Ms. Lora: I believe so.

Ms. Harris: Jen do you know how much the electrical part is?

Ms. Lora: Not yet I am waiting to hear back from the electrician. Reef Tropical applied a 50% discount of \$795.20. It is in the packet that I gave you on the side because we didn't have on time for the meeting.

Ms. Jo: This company also provided us a discount on the repair of the tanks as well.

Ms. Lora: Yes.

Ms. Duque: Do I have a motion from the Board?

Ms. Harris: How can we make a motion if we don't have a cost?

Ms. Jo: We are just waiting on the electrical. We can approve the one from Reef for the repair and we are just pending on the electrical. Do we have any idea how much that will cost?

Ms. Lora: I can look at the records because we did something similar when we replaced the one for the pool. We had to get the certified letter that the wiring was bonded and the whole nine yards, but I will have to find it.

Ms. Jo: In this case we could do a not to exceed on the electrical portion so at least we move along.

Ms. Duque: The Board may approve the \$4,506 proposal from Reef Tropical Pools and, if it wishes to proceed before the next meeting, authorize a not-to-exceed amount for the required electrical work.

Ms. Jo: The question is how much should we do?

Ms. Lora: I would have to go back in our records.

Ms. Jo: How can we manage that Juliana so we can move along?

Mr. Cochran: You have discretionary.

Ms. Jo: It should be less than that.

Ms. Duque: I have a discretionary spending amount previously approved by the Board. The Board may approve the proposal from Reef Tropical Pools, and I will coordinate with Ana and Jennifer to obtain and address the electrical work within my authorized discretionary amount.

Ms. Jo: That sounds good.

Ms. Duque: Motion from the Board.

On MOTION by Ms. Coon seconded by Ms. Jo with all in favor, a proposal in the amount of \$4,506.10 with Reef Tropical Pools to replace the jacuzzi pump was approved.

Ms. Lora: As for landscaping Tony was here onsite. He was going to do the Bougainvillea. He is still waiting for rainy season to end to try to do a different type of

treatment on them because the caterpillar has been a little aggressive and is still eating the new leaves as they come out. It is all over Florida, so it is ongoing. At the clubhouse I am asking for the Board to approve to declare excess property, a damaged bookshelf and a damaged toy bin that was in the playroom. We have miscellaneous parts of toys also that we need to throw out. Replacement furniture was already purchased and has been installed.

Ms. Duque: We have a motion made by Michele.

On MOTION by Ms. Harris seconded by Ms. Jo with all in favor, a motion to declare surplus items for disposal including a damaged bookshelf, damaged toy bin and miscellaneous toy parts was approved.

D. Gate Updates

Ms. Lora: As for gates and security routine gate maintenance has been completed in accordance with maintenance contract. They come every Monday. They do the cameras. We have sent letters to residents that have been responsible for gate strikes. I haven't heard from anybody back yet this month. Security wise we had two incidents reports this month that we provided. One was regarding a private event on July 18 where the member who rented the clubhouse had put on the application for the rental that it was a girls meeting and when they were setting up one of the front desk staff approached them and asked if they had tables and chairs coming because it was a little odd that they were setting up for the party. They responded that they would be coming on a later date and then they went outside and asked to use our tables and chairs, which we declined. We do not allow them to be used for private events. After some hours transpired with the party they noticed looking at the cameras that they had a set that they were selling jewelry inside the clubhouse. We don't allow private events have any type of profit. They were approached. They said no they weren't. Staff reported it to me. When we came back on Monday and looked at the cameras we noticed that there was a jewelry display on the table and they had bins under the table with jewelry so people would come up to the table pick what they wanted. They would do transactions with their phones. It was captured on

camera. We withheld the deposit pending Board's direction and what we are going to do. I shared the email with Juliana and Michele as well with their comments.

Ms. Duque: You still have the deposit?

Ms. Lora: Yes.

Ms. Harris: What I told her so everybody knows is to wait to this Board meeting so that the Board can decide what to do with the deposit. Do you all want to give it back to her even though she broke the rules of the contract with the clubhouse and Board? That is the Board's decision.

Ms. Jo: How much is the deposit?

Ms. Lora: \$300.

Ms. Jo: Does it entail a suspension because you are not following the rules?

Ms. Harris: I had asked to do a 90 day suspension.

Ms. Lora: In their email they state that the rules doesn't include conditions and according to the renter's mother which is who has been communicating with me, not the renter herself, is that we should have stopped it and she broke the rules because we weren't watching the camera during the whole event. I explained to them that we also have the day to day operations of the clubhouse and on the weekends it is busy. We have people coming up to the front desk, calling, monitoring the pool, the gym and all of that so when there is a private event we are not just glued to the cameras. At the time that the girls noticed it then it was brought to my attention.

Ms. Harris: It is not up to us to make sure that they follow the rules. It is up to them when they sign that contract to follow the rules.

Ms. Jo: So we need to babysit as well.

Mr. Cochran: Regarding the deposit in this position I was going to say I am not sure what the rental agreement and the rules provide but I would say whatever the Board decides should be in line with that. I don't know if there is discretion in there for retaining a deposit if the rules get violated or the agreement gets breeched. I don't know if that is in the rules or not. Whatever the rules in the rental agreement provide for a part of the deposit I would suggest following that.

Ms. Harris: Scott can you look that over for us and then we can just follow that.

Mr. Cochran: Sure.

Ms. Duque: Just to clarify the Board's direction: if the Rules and Regulations provide for retaining the deposit under these circumstances, staff is directed to retain the deposit and issue a 90-day suspension letter to the resident. Is that correct?

Ms. Harris: Correct.

Ms. Jo: I would go higher but in this case 6 months but if you feel comfortable with 90 days. They are expecting us to babysit them when you should be following the rules to start with. I would go with 6 months.

Ms. Coon: I am with Ana. You can always reduce, you can't increase.

Ms. Harris: I will go with whatever the Board decides.

Ms. Duque: I have a direction from the Board then as I just stated with six months' suspension.

On MOTION by Ms. Jo seconded by Ms. Coon with all in favor, in reference to the incident at the clubhouse a six month suspension will be imposed and after review of the rental agreement a decision will be made as far as retaining the deposit was approved.

Ms. Lora: The second incident we had a member come and attempt to use the gym without his card. He was instructed that he could not go to the gym without his card. He said you are not going to stop the rest of my day. I am going to go to the gym and am not going to use it. Amanda informed him if you go and use the gym without the appropriate credentials we are going to have to call the police and we will have you removed. He said go ahead and do it. I instructed her to call the police. The police came. They explained the rules to him. He was escorted out of the clubhouse. Then he came back 15 minutes later with his card to use the gym. After that he was back yesterday and he apologized to Amanda for his actions and we have had no further incident with him.

Ms. Jo: I am glad to hear he apologized.

Ms. Lora: The instruction was that we were going to suspend from Michele for 30 days. I don't know if you want to discuss it.

Ms. Harris: He did apologize but we did have to call the police, so I am for that unless the Board wants to change that.

Ms. Jo: 30 days sounds good to me because at least he apologized.

Ms. Duque: Motion was made by Michele.

On MOTION by Ms. Harris seconded by Ms. Jo with all in favor, a member was given a 30 day suspension for an incident in the gym that involved having to call the police to him removed was approved.

Ms. Lora: The last thing that we have to ratify is the AC estimate. We had an emergency with the AC on Sunday. There was another, it is in your packet is the first one. The AC that supplies cooling to the Egret Room and to my office broke down again. They had to repair a leak and there is also an issue with one of the vents that flows the fresh air into the machine that they had to fix. The total for that is \$2,172.

Ms. Jo: How old is this machine?

Ms. Lora: It is at least over four or five years old.

Ms. Jo: What is causing the issue that we are having?

Ms. Lora: It is normal use. They found a leak in the refrigerant line. They did a temporary fix so that they wouldn't have an issue with the temperature in the room for the event on Sunday, but we have to move forward with the repairs.

Ms. Duque: At this time, may I have a motion to approve the Airstron Mechanical invoice in the amount of \$2,172?

On MOTION by Ms. Jo seconded by Ms. Morales with all in favor, a proposal in the amount of \$2,172 with Airstron Mechanical for AC repairs was approved.

Ms. Lora: That is all I have unless anybody has any questions.

Ms. Jo: Are we supposed to moving the new system ID cards?

Ms. Lora: We are waiting for Kevin sign the agreement.

Ms. Jo: Ok.

Ms. Duque: Thank you so much, Jennifer.

E. Field Manager

1) Monthly Report

2) Discussion of Irrigation System Proposals for the SFWMD Buffer Area

a. BrightView Landscape Services

b. VisualScape, Inc.

Mr. Lorenzo: Starting on page 132 on the report. We installed the Blue Daze plants as requested. I know the annuals are already installed here at the clubhouse. We are still working on the royal palm tree claim. Hopefully I will get a response soon. I am working with the adjuster. The palm is being monitored. You can see new growth coming out. The lakes are being maintained really well. You will see pictures on page 141 -142. The storm drains were already approved. Moving to page 144 to the three remaining catch basins one of which was in a previous batch was poured. The top photo. They are working to finalize the permit. A request from the municipality to make sure that the Town of Cutler Bay is in approval of this which they see everything that is done and has been following side by side.

Ms. Jo: You mentioned permit.

Mr. Lorenzo: They are working on closing the permit.

Ms. Jo: In this case if we have future things that we need to fix do we need to open a new one?

Mr. Lorenzo: Yes. Those are done. You will see the pictures there after. There was landscape light that was collapsed. I already reported it to Reivil he has already ordered the new light, and it should be installed soon. You can see that on page 145. The signage that leads into the linear park some of the screws were coming off and was dirty. That was taken care by FCC, and you can see it in the pictures. Aside from that going to the discussion of the irrigation for the South Florida Water Management buffer area and preserve area. You will see two proposals. One is from BrightView which does not include the gas pumps. Then you will see a proposal from Visual Escape which is a full proposal for the scope of work that is needed. We reached out to several companies. Some have not been interested or able to provide proposals, but we reached out to five or six companies. These are the two proposals we were able to get.

Ms. Jo: So VisualScape is \$25,000 and that is including the pump, and the other one is \$18,000 but we are still missing the pump.

Mr. Lorenzo: BrightView said that they were having trouble locating the pumps and we would have to purchase the pumps.

Ms. Jo: If we purchased the pumps any idea how much that would cost because otherwise we can't compare if it is a good price.

Mr. Lorenzo: The problem with that if we do purchase the pumps then we have an accountability issue. What if they say oh the pumps are not working. You lose the accountability factor. I was discussing that with Juliana.

Ms. Jo: Based on that your recommendation would be go with VisualScape because they provide everything. Let me ask you something. The pumps, we purchase the pumps after we are done because this is temporary irrigation what do we do with the pumps? We just store them.

Mr. Lorenzo: Yes.

Ms. Jo: I know that we need the irrigation because we are spending so much money on the new plantings and in this case it is not much of an option.

Mr. Lorenzo: After the first two months we should be able to remove it. As per Davis you need to have for at least a few months.

Ms. Jo: At least two months.

Mr. Lorenzo: And we will run it based on the rain. Something to keep in mind it is going to *Mr. Lorenzo was inaudible at this time* because they are going to pour a concrete slab at each of the locations which I think you guys remember one at the Courts and the other at the Enclave.

Ms. Jo: Those pumps must be pretty big.

Mr. Lorenzo: They are not that big, but they are not that small either.

Ms. Jo: Just thinking out loud. Can we rent pumps? Is it worth considering that? Those pumps we pay for them and they are going to be sitting there.

Mr. Cochran: That was one of my questions. VisualScape because they have a gas pump system for Area A and Area C at \$3,750. I wasn't sure if that was purchasing the gas pump.

Mr. Lorenzo: Purchasing.

Mr. Cochran: Ok.

Ms. Morales: And that is included in their total. The question of renting but I don't know if it is feasible.

Mr. Lorenzo: I didn't ask them. We could revisit again and see if maybe they could have it as a spare or you guys it have it as spare if we every need it.

Ms. Jo: So it seems like we are going to go with VisualScape. Is that your recommendation? Not much that we can do about it.

Ms. Duque: There is no irrigation in that area.

Ms. Jo: We have invested a lot of money on new plants.

Ms. Duque: This is a big project.

Ms. Jo: Do you think that in the future once the plants are established we might not need water anymore?

Mr. Lorenzo: It is just for the first 90 days.

Ms. Jo: Maybe we don't need to remove them, and we can take advantage of it if there is a dry season or whatever.

Mr. Lorenzo: That is something to consider. This is going to be a buffer.

Ms. Jo: I move to approve.

Ms. Coon: On the VisualScape proposal I assume this is an error the customer is listed as the Town of Cutler Bay.

Mr. Lorenzo: Yes, he referenced the wrong name.

Ms. Duque: That needs to be changed.

Ms. Jo: VisualScape, which is the company that does things around here, I have seen their trucks.

Ms. Duque: The property name should be revised to reflect the name of the District. With that change, I believe I heard a motion from Ana

On MOTION by Ms. Jo seconded by Ms. Coon with all in favor, a proposal in the amount of \$25,000 with VisualScape for irrigation for the planting in the buffer area was approved.

Mr. Lorenzo: I have nothing else to report unless the Board has any questions.

F. CDD Manager

- 1) Consideration of Proposed Fiscal Year 2027 Meeting Schedule**
- 2) Form 1 Financial Disclosure Due July 1, 2026**
- 3) Reminder to Complete Annual Ethics Training by December 31, 2026**

4) Number of Registered Voters in the District - 4,274

Ms. Duque: The first item is the consideration of the proposed fiscal year 2027 meeting schedule. The draft schedule is on your agenda. The regular meetings for the fiscal year 2027 will be at 9:30 a.m. at the Isles of Bayshore Club, 21864 SW 93rd Path, Cutler Bay, Florida 33190 on the fourth Tuesday of each month. If there are any questions, comments, or discussion from the Board or a motion will take place.

Ms. Jo: Can we approve and then change because November 24th that is the Tuesday before Thanksgiving and then we have December 22nd. Usually for the past two years we haven't had the meeting for December because there is not much to discuss. Unless we approve and if there is any change we change.

Ms. Duque: We can revise it, Ana. The Board may approve it as presented, and we can make any necessary changes or adjustments as the meeting dates approach.

Ms. Harris: We can change November's in October and then in November we usually pass on December.

Ms. Duque: That is what we have done in the past. Motion made by Michele.

On MOTION by Ms. Harris seconded by Ms. Jo with all in favor, the Proposed Fiscal Year 2027 Meeting Schedule was approved.

Ms. Duque: The next item is Form 1 Financial Disclosure which was due on July 1, 2026. Everyone has filed. Thank you so much. The next one is a reminder to complete your annual ethics training by December 31, 2026 as required. Please keep the documentation for your records. For informational purposes the number of registered voters in the District is 4,274. This figure is used for elections and also disclosure requirements.

SEVENTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Register

B. Approval of Unaudited Financials

Ms. Duque: Financial reports. Tab A is the approval of check register and tab B is the approval of unaudited financials. This reflects the District's financial position through

the most recent period. Unless there is any questions a motion to approve them will take place.

On MOTION by Ms. Harris seconded by Ms. Morales with all in favor, the Check Register and Unaudited Financials were approved.

EIGHTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Ms. Duque: Do I have any Supervisor requests?

Ms. Coon: I have a question. Just circling back to the Raptor Vac proposal on page 72 the picture which looks like it showing at the Cove. It has a section where it says possible sinkhole is this something we should be worried about?

Ms. Duque: Looks like the road. Right?

Ms. Jo: Could you please check with him to see what he did find because I do recall a few years back he did mention a potential sinkhole on another area. I believe the engineer checked.

Ms. Duque: We can also ask Alejandro from Gartner, who is performing the apron inspections and repairs, to visit and evaluate the area. As an engineer, he may be able to assess the condition and provide recommendations.

Ms. Harris: And is that District property?

Ms. Duque: It appears that the issue may be related to the roadway, but we are not certain. Maggie raises a good point; we can ask the District Engineer to inspect the area and also contact Raptor Vac for its input.

Ms. Harris: I just want to make sure that we are not spending District money.

Ms. Duque: Yes we understand that Michele.

Ms. Jo: The sinkhole is close to the drains so I don't know if it is related to the drains so we will find out. Let's check that out.

Ms. Duque: We will make sure we reach out. Do I have any audience comments? Not hearing any. Do I have any audience comments joining us from the teleconference? I also see Michael Miller. Do you have any comments for questions for the Board or

related to today's meeting? Not hearing any, thank you Michael. Do I have any other questions or comments? Not hearing any, a motion to adjourn.

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Jo seconded by Ms. Harris with all in favor, the meeting was adjourned.

Assistant Secretary/Secretary

Chairman/Vice Chairman

**SMALL PROJECT AGREEMENT
(SFWMD Buffer Area Temporary Irrigation)**

THIS SMALL PROJECT AGREEMENT is made and entered into this 30th day of July, 2026 (the “Agreement”), by and between:

LAKES BY THE BAY SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in the Town of Cutler Bay, Miami-Dade County, Florida, and with offices at 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"),

and

VISUALSCAPE, INC., a Florida corporation, having as its principal business address, 17801 NW 137th Avenue, Miami, Florida 33018 (the “Contractor”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the South Florida Water Management District (“SFWMD”) has required the District to complete certain restoration planting in the area known as the SFWMD upland buffer area as a permit condition; and

WHEREAS, the District desires to secure the services of a contractor to install temporary irrigation systems to serve the restoration planting in the SFWMD upland buffer area (the “Project”), all as set forth and more particularly described in Contractor’s Proposal #4539 (dated July 29, 2026 and revised from original Proposal #4391), which is attached hereto and made a part hereof as Exhibit A (the “Proposal”); and

WHEREAS, the Board of Supervisors of the District at its meeting of July 28, 2026, authorized the proper District officials to enter into this Agreement with Contractor; and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the Project as detailed in this Agreement.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

SECTION 2. DUTIES.

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the Exhibits attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or his or her designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete said Project in accordance herewith and with the conditions and prices as stated herein, and in Exhibit A.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work in a substantial, quality, and workmanlike manner.

F. Contractor shall perform all the work and provide all the labor required by and pursuant to this Agreement.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the performance of the work.

H. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

I. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities.

J. Contractor acknowledges that it is aware of, has knowledge of, and understands the safety and maintenance of traffic (MOT) rules, regulations, and standards of the Florida Department of Transportation, including but not limited to the 2023 FDOT Design Standard for "Multilane Work Within the Travel Way Median or Outside Lane," and further agrees to strictly adhere to said all such rules, regulations, and standards in connection with all work performed under this Agreement, to which such rules, regulations, and standards are applicable. All cones, high-visibility apparel (vests), barricades, shall be provided by Contractor at its cost and expense.

K. All employees or agents of Contractor performing Work under this Agreement shall do so in a professional manner and in a uniform that identifies Contractor, and which includes a shirt (no tank tops) and pants/shorts.

L. Contractor Representative. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.

M. District Representative. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

SECTION 3. COMPENSATION. Upon Contractor's completion of the Project described in the Proposal and this Agreement, District agrees to compensate the Contractor in the total amount of **TWENTY-FIVE THOUSAND THREE HUNDRED FOUR AND 00/100 (\$25,304.00) DOLLARS** (the "Total Contract Amount") (See Proposal). Contractor acknowledges and agrees that the District, as a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, is exempt from sales tax liability and, therefore, shall not be responsible, either directly or indirectly, for payment of any sales tax. It is understood and agreed that District shall be responsible, at cost, for any permit fees or other fees required by Miami-Dade County, any municipality, or other governing entity or agency having jurisdiction thereof (if any).

Payment will be made according to the following schedule. District will pay fifty percent (50%) of the Total Contract Amount, in the amount of \$12,652.00, upon execution of the Agreement by both parties. District will pay the remaining fifty percent (50%) of the Total Contract Amount, in the amount of \$12,652.00, as the final installment of the Total Contract Amount, upon full completion of the Project and after the Project has passed final inspection by the District, the South Florida Water Management District, the Town/County, and any other applicable permitting agencies, and after the District has been reimbursed by the Contractor for any damages incurred by the District caused by the Contractor, its subcontractors, agents, and employees. If the District has not been reimbursed by the Contractor for such damages after fifteen (15) days' notice of such damages, the District is authorized to withhold the damage amount from the Final Payment to Contractor. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with this payment schedule.

SECTION 4. EXAMINATION OF SITE. The Contractor agrees that it shall be held responsible for having examined the site(s), the location of all proposed work associated with the Project and has satisfied itself from personal knowledge and experience or professional advice as to the character, condition, location of the site, roads, sidewalks and paved paths, ground surface, monuments, other District structures, and other conditions surrounding and affecting the Project, and any physical characteristics of the job, in order that all costs pertaining to the Project have been included in the compensation set forth herein.

SECTION 5. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

SECTION 6. TERM AND TIME FOR PERFORMANCE. This Agreement shall commence upon signature and shall continue until the Project described herein is completed. The Project shall begin no earlier than July 30, 2026 and be completed by Contractor by August 29, 2026, weather permitting ("Scheduled Completion Date"). The Contractor understands and acknowledges that the Project, as defined herein, is essential to use and enjoyment of the District facilities by the residents, property owners within the District and the general public. Therefore, Contractor agrees that the sum of \$50.00 per day may be deducted from the amount due to Contractor, as liquidated damages and not as a penalty, for failure to achieve completion of the Project within seven (7) days of the Scheduled Completion Date (regardless of weather conditions), which deduction shall begin on the eighth day after the Scheduled Completion Date. The District shall have the right to deduct such liquidated damages from any amount due, or that may become due the Contractor, or to otherwise collect such liquidated damages from the Contractor.

~~SECTION 7. PUNCH LIST ITEMS.~~

~~Punch list items recorded as a result of inspections for substantial completion of the Project are to be completed by the Contractor within ten (10) calendar days of the date of the punch list and prior to any request for final inspection and acceptance, unless parts must be ordered from the manufacturer, in which case Contractor shall proceed with due diligence to correct such punch list items.~~ [DOES NOT APPLY TO THIS AGREEMENT]

SECTION 8. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless District, its officers, agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property to the extent caused in whole or in part by any

negligence, act, omission, or default of the Contractor, its agents, servants or employees arising from this Agreement or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1,000,000 per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 13 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

C. The Contractor acknowledges that the District is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes, that the District is a "State agency or subdivision" as defined in Section 768.28, Florida Statute, and that the District is afforded the protections, immunities, and limitations of liability afforded the District thereunder. Nothing in this Agreement is intended or should be construed as a waiver of the doctrine of sovereign immunity or the protections, immunities and limitations of liability afforded the District pursuant to Section 768.28, Florida Statutes.

D. This indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

SECTION 9. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 10. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 11. CANCELLATION/TERMINATION. The District shall also have the right to cancel/terminate this Agreement (1) for convenience at any time and without any liability therefor prior to Contractor's initiating work under this Agreement (2) for convenience at any time upon payment to Contractor of documented costs and reasonable overhead and profit for completed work only, and (3) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure the cure the non-compliance.

SECTION 12. WARRANTY.

~~A. The Contractor warrants its work on the Project against defects in materials or workmanship for a period of one (1) year from final acceptance by the District. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. To the extent any manufacturer's warranty is greater than that which is provided for in this section, the longer warranty shall prevail. During the warranty period, Contractor shall be responsible for correcting any warranty items associated with the Project, whether or not the warranty is a manufacturer's warranty or the Contractor's warranty.~~

~~B. Within ten (10) calendar days after being notified in writing of defective work, should Contractor fail or refuse to correct any defective work performed, defective materials, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work or materials to be corrected, or authorize such repairs, which Contractor has failed or refused to make after being duly notified and such repairs shall be paid for out of any monies due or which may become due Contractor under this Agreement. Failure or refusal on part of Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to the District shall be sufficient cause for the District to declare Contractor in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Project. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against Contractor and the amount thereof deducted from any monies due, or which may become due it. Any special work performed as described herein shall not relieve the Contractor in any way from its responsibility for the Project, or portions thereof, performed by Contractor.~~ [DOES NOT APPLY TO THIS AGREEMENT]

SECTION 13. INSURANCE.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance, which must include the following coverages, and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage; and
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Lakes by the Bay South Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

SECTION 14. CHANGES IN WORK.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless the requirements of subsection B of this section are satisfied.

SECTION 15. REMEDIES FOR DELAY.

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the County's permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(s) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

SECTION 16. NOTICES.

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

DISTRICT: **Lakes by the Bay South
Community Development District**
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attention: District Manager

With copy to: **District Counsel**
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

CONTRACTOR: **VisualScape, Inc.**
17801 NW 137th Avenue
Miami, Florida 33018
Attention: President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

SECTION 17. PUBLIC RECORDS.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. 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/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GOVERNMENTAL MANAGEMENT SERVICES-SOUTH
FLORIDA, LLC
5385 N. NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 721-8681
EMAIL: records@gmssf.com**

SECTION 18. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 19. ENTIRE AGREEMENT. This instrument, including its incorporated exhibits, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 20. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 21. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 22. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 23. CONFLICTS. To the extent that there is conflict with respect to any provisions of this Agreement or the Proposal, the provision of the main body of the Agreement shall govern over the Proposal.

SECTION 24. ACCEPTANCE OF PROPOSAL. District's acceptance of the Contractor's Proposal set forth in Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the Project described in Exhibit A.

SECTION 25. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Miami-Dade County, Florida.

SECTION 26. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney

General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 27. RESPONSIBLE VENDOR DETERMINATION. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

SECTION 28. SCRUTINIZED COMPANY OR OTHER ENTITY CERTIFICATION. Contractor hereby certifies that as of the date below Contractor is not listed on a scrutinized companies or other entities list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. For agreements of one hundred thousand dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement, Contractor is not on the Scrutinized Company or Other Entities that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement:
 1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List.
 2. Contractor does not appear on the Scrutinized Companies with Activities in Iran Terrorism Sectors List.
 3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

SECTION 29. CONVICTED VENDOR LIST. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section

287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

SECTION 30. PROTECTION OF PROPERTY AND PUBLIC.

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the services and work provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the services and work are being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished services and work, open trenches, embankments, or other hazards and obstructions to traffic, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of District's of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 31. ANTI-COERCION AFFIDAVIT. Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that

the Contractor does not use coercion for labor or services as defined in Section 787.06(14), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

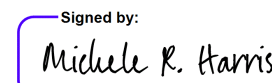
ATTEST:

**LAKES BY THE BAY SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

DocuSigned by:

63215D558947430...

Secretary/Assistant Secretary

Signed by:

0D54D261347F473...

Chair/Vice Chair

____ day of _____, 2026

WITNESSES:

CONTRACTOR:

**VISUALSCAPE, INC.,
a Florida corporation**

[PRINT NAME OF WITNESS]

DocuSigned by:

By: _____
8CC262B414BD42A...
Title: President

[PRINT NAME OF WITNESS]

____ day of _____, 2026

EXHIBIT A

PROPOSAL



Proposal #4539

Date: 7/29/2026

Customer:

Jesus Lorenzo
Governmental Management Services
5385 North Nob Hill Road
Sunrise, FL 33351

Property:

Lakes by the Bay South Community
Development District
21864 Southwest 93rd Path
Cutler Bay, FL 33190

Lakes by the Bay South Community Development District

Preserve Area - A

Items	Description	Unit	Quantity	Price/Unit	Price
Labor - Irrigation Tech	Updated 01/14/26	HR	30.00	\$75.00	\$2,250.00
Labor - Irrigation	Updated 01/14/26	HR	30.00	\$60.00	\$1,800.00
Labor - Irrigation	Updated 01/14/26	HR	30.00	\$60.00	\$1,800.00
Gas Pump System		Dollars	3,750.00	\$1.00	\$3,750.00
PVC Pipe 1.0" (CL200/ SCH40)		LF	300.00	\$0.65	\$195.00
PVC Pipe 1.25" (CL200/ SCH40)		LF	600.00	\$0.85	\$510.00
PVC Pipe 1.5" (CL200/ SCH40)		LF	800.00	\$1.00	\$800.00
PVC Pipe 2.0" (CL200/ SCH40)		LF	1,200.00	\$1.25	\$1,500.00
Replace/Add Broken Sprinkler Riser	Replace damaged shrub riser.	EA	20.00	\$30.00	\$600.00
Sprinkler Bubbler 1001		EA	100.00	\$10.50	\$1,050.00
Misc. Irrigation Parts		Dollars	600.00	\$1.00	\$600.00
Preserve Area - A:					\$14,855.00

Preserve Area - B

Items	Description	Unit	Quantity	Price/Unit	Price
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Proposal # 4539

Lakes by the Bay South Community Development
District

July 29, 2026

Labor - Irrigation Tech	Updated 01/14/26	HR	6.00	\$75.00	\$450.00
Labor - Irrigation	Updated 01/14/26	HR	6.00	\$60.00	\$360.00
Labor - Irrigation	Updated 01/14/26	HR	6.00	\$60.00	\$360.00
PVC Pipe 1.0" (CL200/ SCH40)		LF	100.00	\$0.65	\$65.00
PVC Pipe 1.25" (CL200/ SCH40)		LF	200.00	\$0.85	\$170.00
Replace/Add Broken Sprinkler Riser	Replace damaged shrub riser.	EA	10.00	\$30.00	\$300.00
Sprinkler Bubbler 1001		EA	20.00	\$10.50	\$210.00
Misc. Irrigation Parts		Dollars	150.00	\$1.00	\$150.00
Preserve Area - B:					\$2,065.00

Preserve Area - C

Items	Description	Unit	Quantity	Price/Unit	Price
Labor - Irrigation Tech	Updated 01/14/26	HR	15.00	\$75.00	\$1,125.00
Labor - Irrigation	Updated 01/14/26	HR	15.00	\$60.00	\$900.00
Labor - Irrigation	Updated 01/14/26	HR	15.00	\$60.00	\$900.00
Gas Pump System		Dollars	3,750.00	\$1.00	\$3,750.00
PVC Pipe 1.0" (CL200/ SCH40)		LF	160.00	\$0.65	\$104.00
PVC Pipe 1.25" (CL200/ SCH40)		LF	100.00	\$0.85	\$85.00
PVC Pipe 1.5" (CL200/ SCH40)		LF	200.00	\$1.00	\$200.00
PVC Pipe 2.0" (CL200/ SCH40)		LF	200.00	\$1.25	\$250.00
Replace/Add Broken Sprinkler Riser	Replace damaged shrub riser.	EA	10.00	\$30.00	\$300.00
Sprinkler Bubbler 1001		EA	40.00	\$10.50	\$420.00
Misc. Irrigation Parts		Dollars	350.00	\$1.00	\$350.00

Proposal # 4539

Lakes by the Bay South Community Development
District

July 29, 2026

Preserve Area - C:

\$8,384.00

Total

\$25,304.00

Terms & Conditions

By

Charles Phanord

Date

7/29/2026

VisualScape Inc.

By

Date

Governmental Management
Services

**SMALL PROJECT AGREEMENT
(Storm Drain Cleaning)**

THIS AGREEMENT is made and entered into this 29th day of July, 2026, by and between:

LAKES BY THE BAY SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Miami-Dade County, Florida, and with offices at 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"),

and

RAPTOR VAC-SYSTEMS, INC., a Florida corporation, having as its principal business address and mailing address, 4122 NE 22nd Court, Homestead, Florida 33033 (the "Contractor").

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District has determined that it is necessary to provide certain cleaning and disposal services with respect to the storm drains that constitute an essential part of the stormwater management system of the District for ten (10) sites: the Clubhouse, The Breakers, The Waterways, The Enclave, The Shores, The Trellis, The Cove, The Courts, The Palms, and The Reserve (the "Project"); and

WHEREAS, the District desires to hire a service provider to complete the Project and vacuum, clear, clean, desilt, and remove debris from certain District storm drainage structures and lines/pipes, all as more particularly detailed in Contractor's proposal, dated July 22, 2026, which is attached hereto and incorporated herein as Exhibit A (the "Proposal"); and

WHEREAS, the Board of Supervisors of the District at its meeting of July 28, 2026, authorized the proper District officials to enter into this Agreement with Contractor authorizing Contractor to perform the Project as described in the Proposal; and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the Project as assigned by the District Manager of the District.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

SECTION 2. DUTIES.

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the exhibit attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or her designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete the Project in accordance herewith and with the conditions and prices as stated herein, in Exhibit A.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work associated with the Project in a substantial and workmanlike manner.

F. Contractor shall perform all the work and labor pursuant to this Agreement.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the Project.

H. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

I. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities.

J. Contractor acknowledges that it is aware of, has knowledge of, and understands the safety and maintenance of traffic (MOT) rules, regulations, and standards of the Florida Department of Transportation, including but not limited to the 2023 FDOT Design Standard for "Multilane Work Within the Travel Way Median or Outside Lane," and further agrees to strictly adhere to said all such rules, regulations, and standards in connection with all work performed under this Agreement, to which such rules, regulations, and standards are applicable. All cones, high-visibility apparel (vests), barricades, shall be provided by Contractor at its cost and expense.

K. All employees or agents of Contractor performing Work under this Agreement shall do so in a professional manner and in a uniform that identifies Contractor, and which includes a shirt (no tank tops) and pants/shorts.

L. Contractor Representative. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear

definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.

M. District Representative. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

SECTION 3. COMPENSATION. Upon Contractor's completion of the Project, as described in Exhibit A, District agrees to compensate the Contractor in the total amount of **TWELVE THOUSAND SEVEN HUNDRED FORTY AND 00/100 (\$12,740.00) DOLLARS** (See Exhibit A). The District shall also be responsible for any additional permit fees, if any, required by Miami-Dade County or other governing entity or agency having jurisdiction thereof.

The final payment will be made upon completion of the Project and after the Project has passed final inspection by the District and applicable permitting agencies, if any. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made. This provision supersedes any payment schedule or plan set forth in the Proposal.

SECTION 4.0. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Contract shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

Section 4.1. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding the provisions of Section 4.0 above, if the District has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to

work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 5. TERM. This Agreement shall commence upon signature and shall continue until the scope of work described herein is completed. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities, and no later than September 18th, 2026, weather permitting. The parties acknowledge that the estimated time to complete the project is fifty one (51) days. Additional Work may be added to this Agreement through the approval of an amendment to this Agreement, providing for a description of the additional work, the compensation to be paid to the Contractor, for such Additional Work, and the timeframe in which such Additional Work must be completed. This Agreement replaces any other Agreements for similar services between the District and Contractor.

SECTION 6. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless District, its officers, agents, servants, and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the Contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall comply with Section 725.06, Florida Statutes.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 of this Agreement. However, the indemnification provision and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

C. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

SECTION 7. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 8. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 9. CANCELLATION. The District shall also have the right to cancel this Agreement (1) for convenience at any time and without any liability therefor prior Contractor's initiating work at the jobsite for the Project (2) for convenience at any time upon payment to Contractor of documented costs and reasonable overhead and profit for completed work only, and (3) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure the cure the non-compliance.

SECTION 10. WARRANTY. The Contractor warrants its work against defects in materials or workmanship for a period of one (1) year from final acceptance by District. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. [NOT APPLICABLE TO THIS AGREEMENT].

SECTION 11. INSURANCE.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

- (i) Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation. Law.
- (ii) Commercial General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- 1. Premises and Operations;
- 2. Independent Contractors;
- 3. Product and Completed Operations Liability;
- 4. Broad Form Property Damage; and
- 5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the Lakes by the Bay South

Community Development District (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor. The District shall be named as an additional insured on a primary and non-contributory basis.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities, but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

SECTION 12. CHANGES IN WORK.

A. District may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was

ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is complete.

SECTION 13. REMEDY FOR DELAY.

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in any applicable entity or agency's permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(s) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

SECTION 14. NOTICES.

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

DISTRICT: **Lakes By The Bay South Community
Development District**
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attention: District Manager

With copy to: **District Counsel**
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

CONTRACTOR: **Raptor Vac-Systems Inc.**
4122 NE 22nd Court
Homestead, Florida 33033
Attention: President

SECTION 15. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this contract be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall

be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 16. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 17. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 18. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 19. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 20. CONFLICTS. In the event of a conflict between any provision of this main Agreement instrument and the terms and conditions of Exhibit A, then this main Agreement instrument shall control.

SECTION 21. ACCEPTANCE OF PROPOSAL. District's acceptance of the Contractor's Proposal set forth in Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the services set forth therein.

SECTION 22. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Miami-Dade County, Florida.

SECTION 23. PUBLIC RECORDS.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. 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/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GOVERNMENTAL MANAGEMENT SERVICES-SOUTH
FLORIDA, LLC
5385 N. NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 721-8681
EMAIL: RECORDS@GMSSF.COM**

SECTION 24. RESPONSIBLE VENDOR DETERMINATION. Pursuant to Section 287.057012, Florida Statutes, the District has not requested documentation of or considered the Contractor's or any other prospective vendor's social, political, or ideological interests when determining if the Contractor or other prospective vendor is a responsible vendor.

SECTION 25. SCRUTINIZED COMPANY OR OTHER ENTITY CERTIFICATION. Contractor hereby certifies that as of the date below Contractor is not listed on a scrutinized companies or other

entities list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. For agreements of one hundred thousand dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement, Contractor is not on the Scrutinized Company or Other Entities that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement:
 1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List.
 2. Contractor does not appear on the Scrutinized Companies with Activities in Iran Terrorism Sectors List.
 3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

SECTION 26. CONVICTED VENDOR LIST. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

SECTION 27. PROTECTION OF PROPERTY AND PUBLIC.

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury

or loss arising in connection with the services and work provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the services and work are being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished services and work, open trenches, embankments, or other hazards and obstructions to traffic, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of District's of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 28. ANTI-HUMAN TRAFFICKING AFFIDAVIT. Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(14), Florida Statutes.

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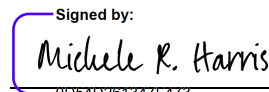
IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**LAKES BY THE BAY SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

DocuSigned by:

63215D558947430...
Secretary/Assistant Secretary

Signed by:

0D54D261347F473...
Chairman/Vice-Chairman

29 day of July, 2026

WITNESSES:

CONTRACTOR:

**RAPTOR VAC-SYSTEMS INC., a
Florida corporation**

[PRINT NAME OF WITNESS]

Signed by:
By: 
94EECC695C1B49F...
Title: President

[PRINT NAME OF WITNESS]

8 day of August, 2026

EXHIBIT A

PROPOSAL



PROPOSAL

Tel 786-694-0709

E-mail: operations@raptorvac.com

STORM DRAIN MAINTENANCE

PROPOSAL SUBMITTED TO: Lakes by the Bay South CDD % GMSSF, LLC	PROJECT NAME: Isles at Bay Shore
BUSINESS ADDRESS: 5385 N Nob Hill Road, Sunrise, FL	PROJECT LOCATION: 21864 SW 93 Path, Cutler Bay, FL 33190
CONTACT: Management	DATE: July 22, 2026

We hereby propose to furnish all labor and equipment to complete the work outlined in this proposal in accordance with the Scope of Work listed below.

SCOPE OF WORK: Vac-con combination sewer cleaner truck to vacuum and flush out sediment from catch basin structures. Proper disposal at Miami Dade County Treatment Plant.

Clubhouse	Units	Cost
4" and Above.....	3	\$360.00
TOTAL \$360.00		

The Breakers	Units	Cost
4" and Above.....	1	\$120.00
TOTAL \$120.00		

The Waterways	Units	Cost
4" and Above.....	7	\$840.00
TOTAL \$840.00		

The Enclave	Units	Cost
4" and Above.....	20	\$2,400.00
TOTAL \$2,400.00		

The Shores	Units	Cost
4" and Above.....	24	\$2,880.00
TOTAL \$2,880.00		

The Trellis	Units	Cost
4" and Above.....	5	\$600.00
TOTAL \$600.00		

The Cove	Units	Cost
4" and Above.....	27	\$3,240.00
1 Pipeline Cleaning and CCTV.....	1	\$500.00
TOTAL \$3,740.00		

The Courts	Units	Cost
4" and Above.....	3	\$360.00
TOTAL \$360.00		

The Palms	Units	Cost
4" and Above.....	9	\$1,080.00
TOTAL \$1,080.00		

The Reserve	Units	Cost
2" and Above.....	3	\$360.00
TOTAL \$360.00		

COST: We propose to conduct this work in accordance with the above Scope of Work for the sum of \$12,740.00

Twelve Thousand Seven Hundred Forty Dollars and 00/100 Cents

COMPLETION: Approximately four (4) working days.

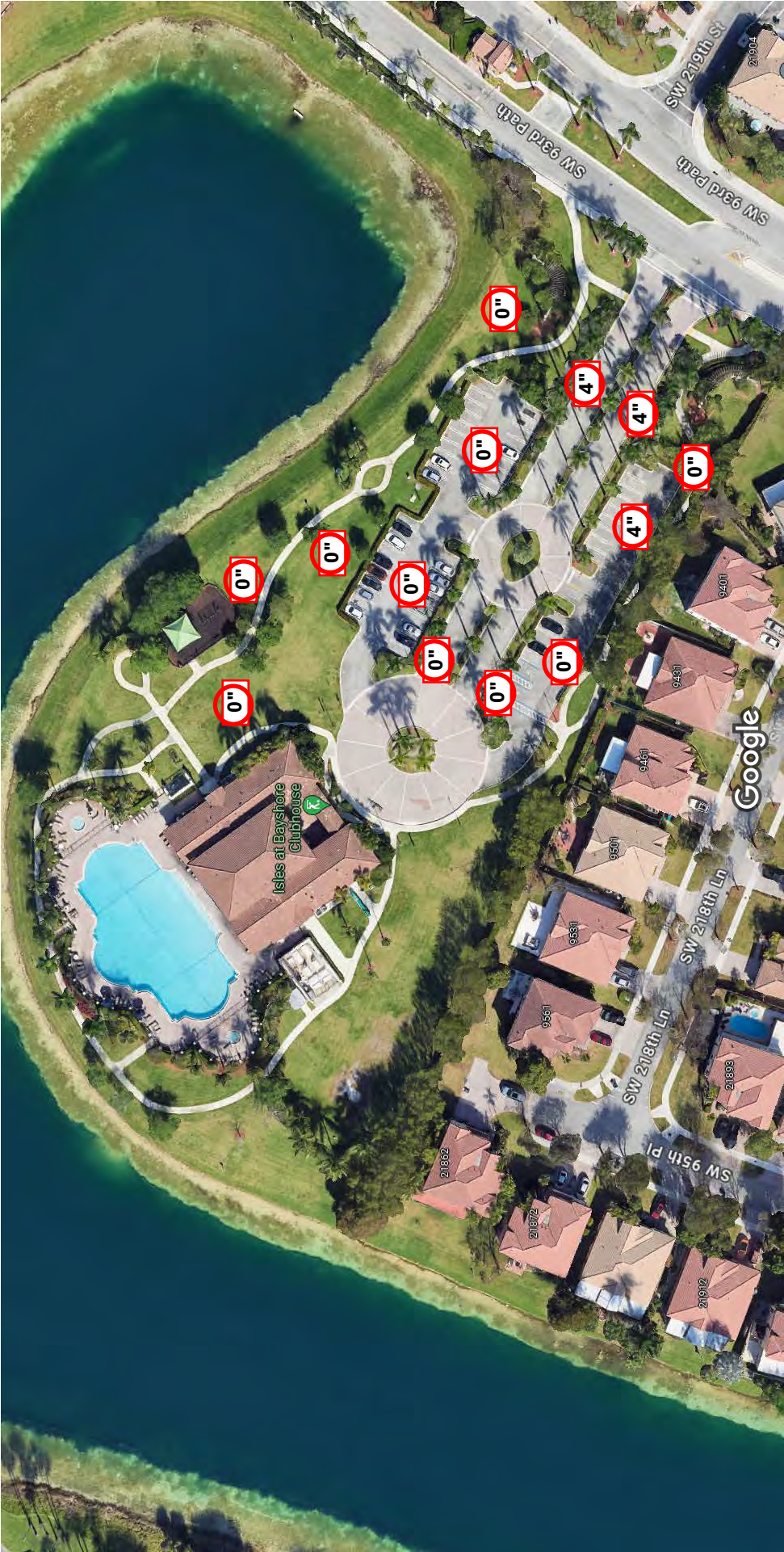
TERMS: Net 30

ACCEPTANCE: Client hereby accepts and agrees to the terms, Scope of Work, and all other conditions and specifications hereinabove. Raptor Vac Systems is authorized to perform the work. Payment shall be made in accordance with the provisions contained hereinabove.

Accepted by:

Authorized Representative's Signature

Date of Acceptance

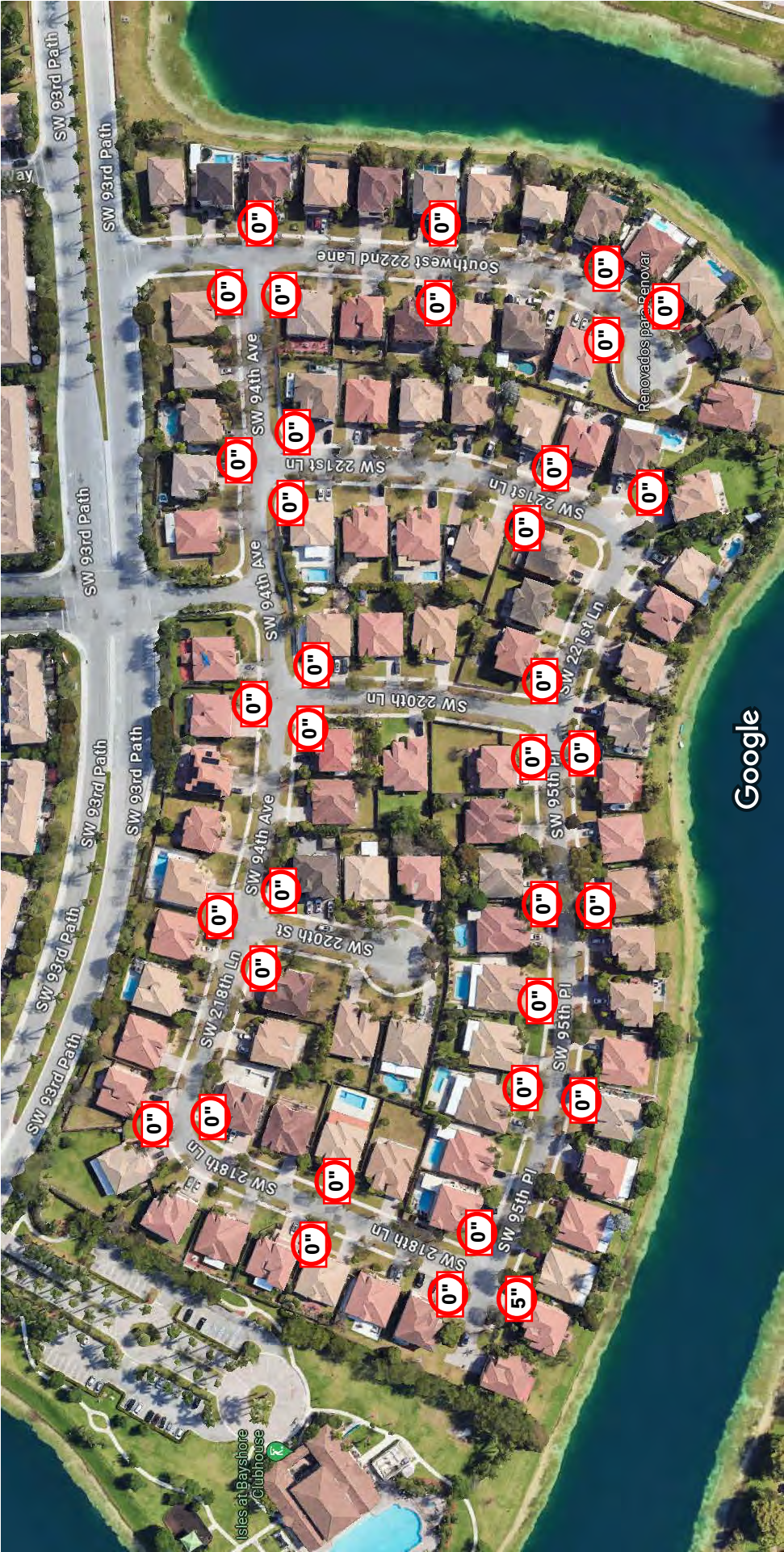


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CLUBHOUSE

Google Maps

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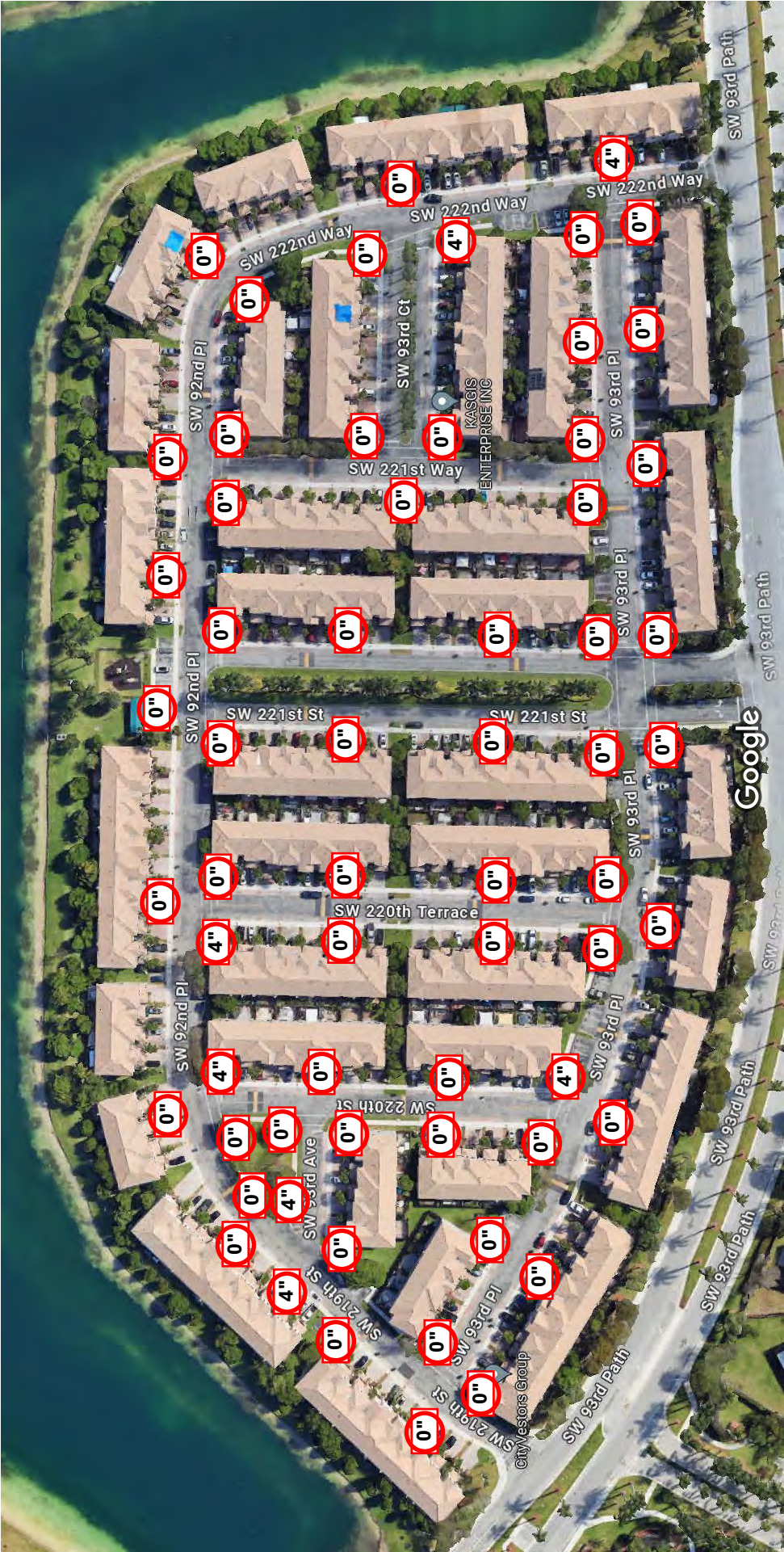


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THE BREAKERS

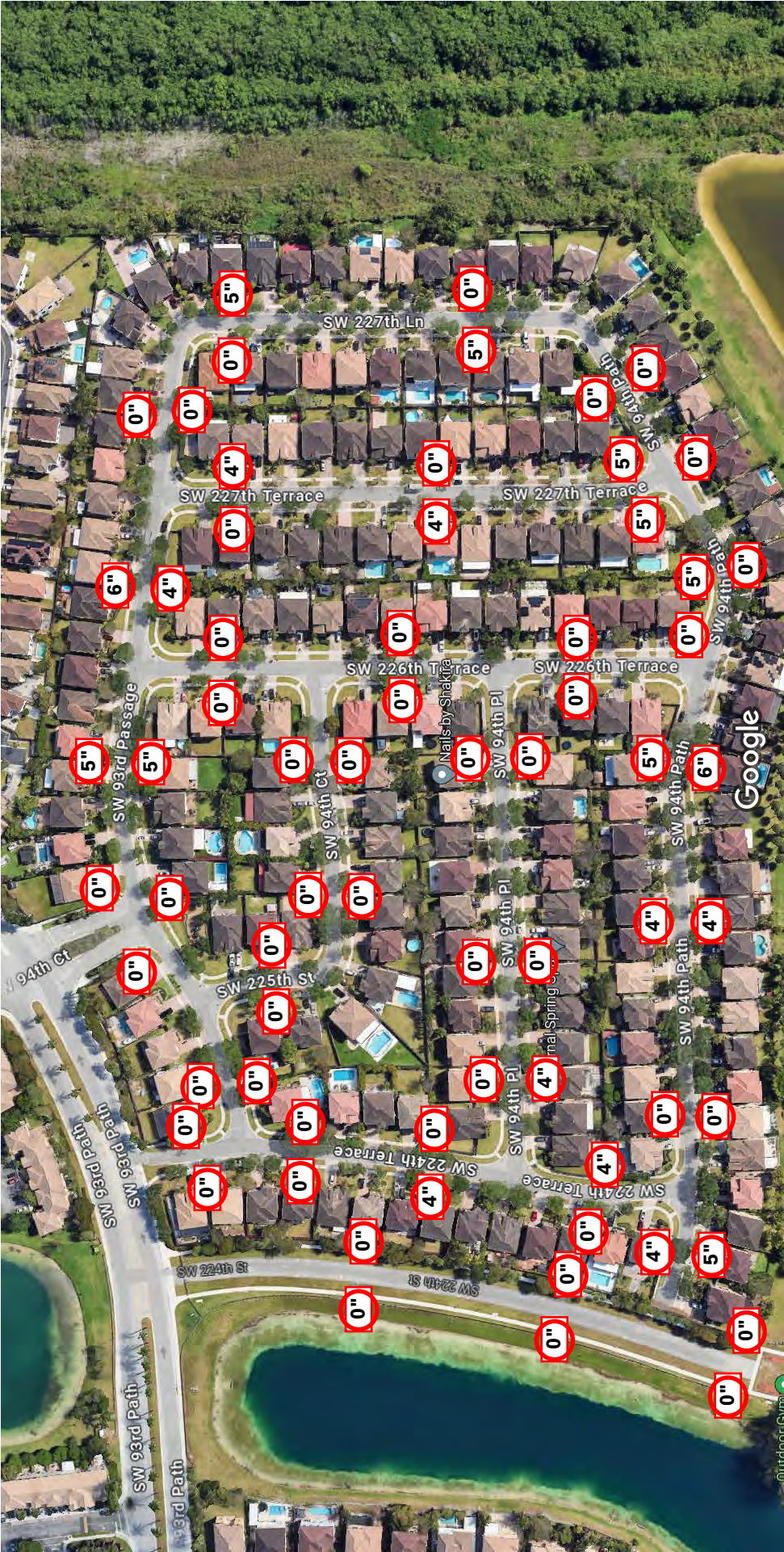
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THE WATERWAYS



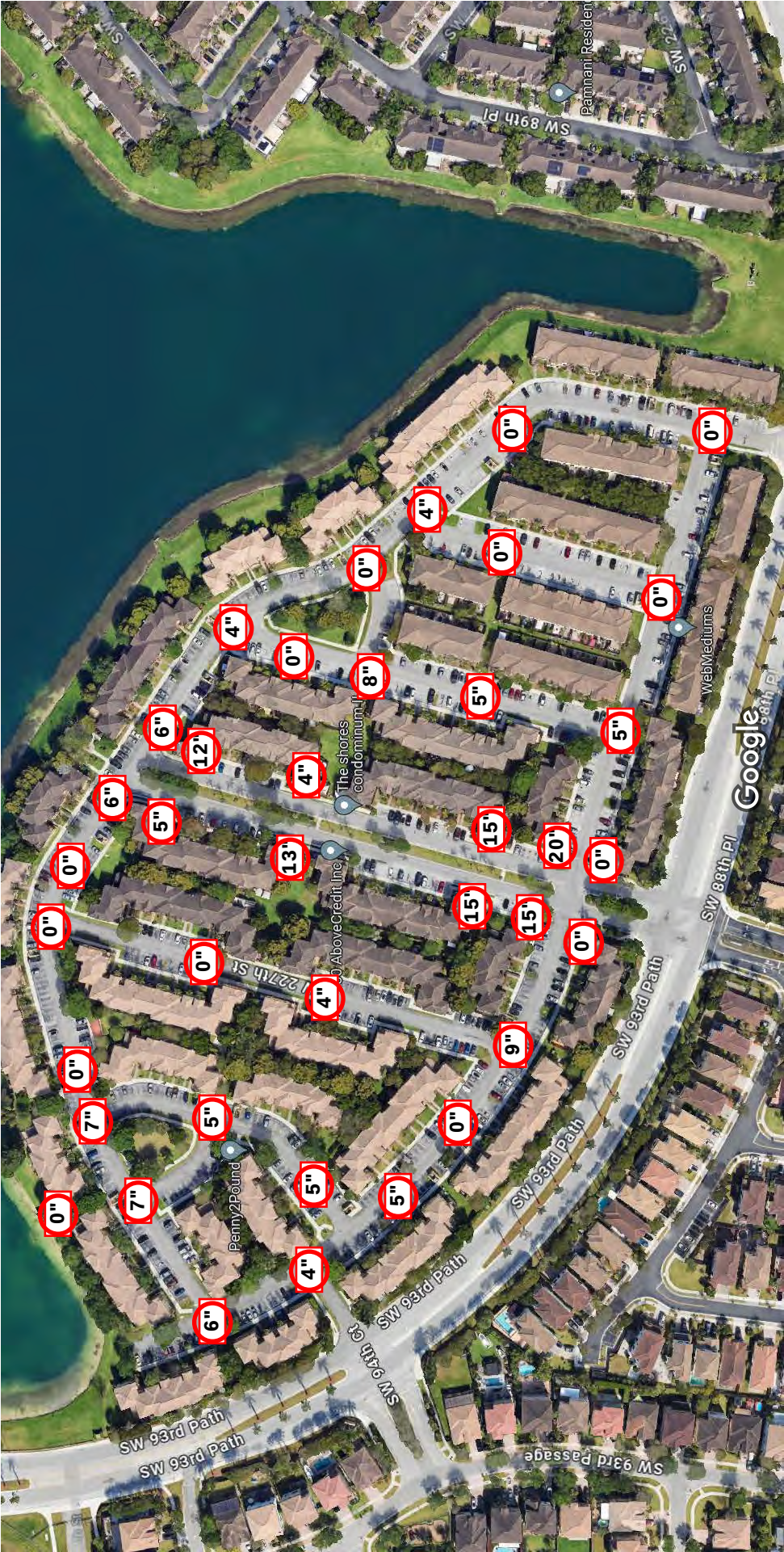
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THE ENCLAVE

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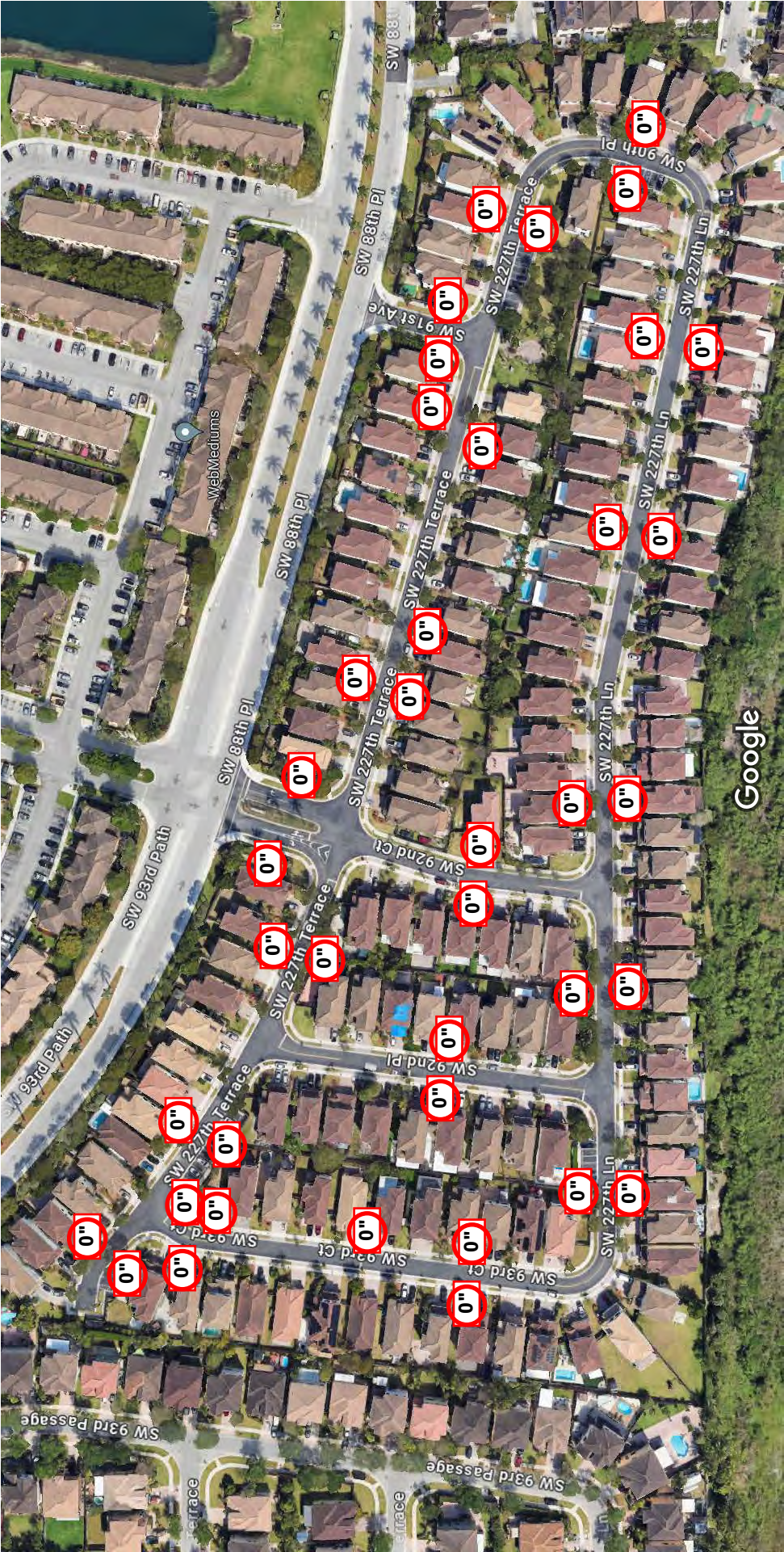
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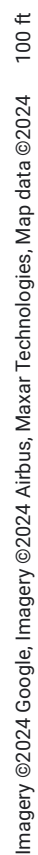
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THE SHORES

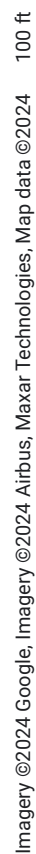


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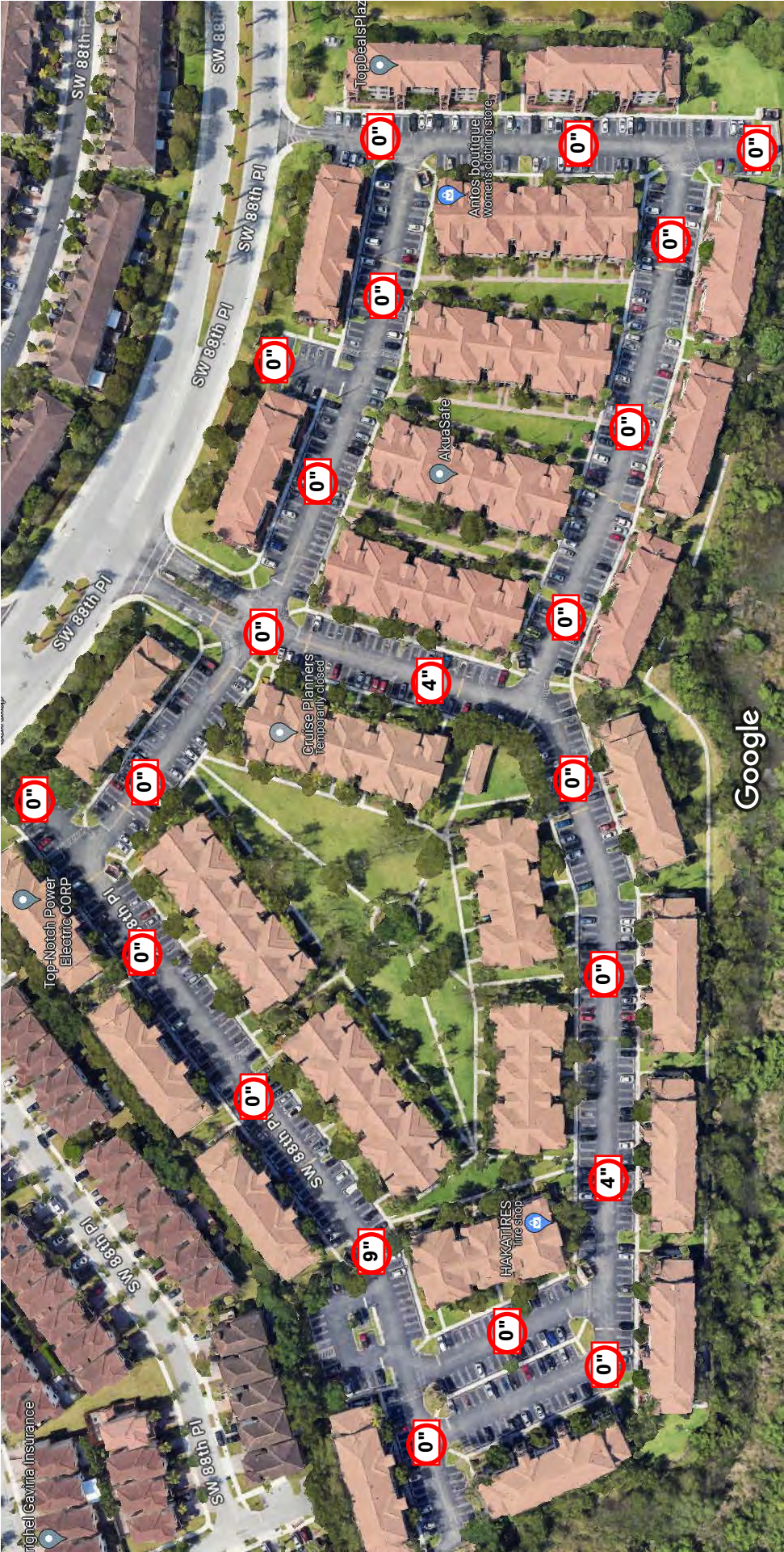
THE TIDES



THE TRELLIS

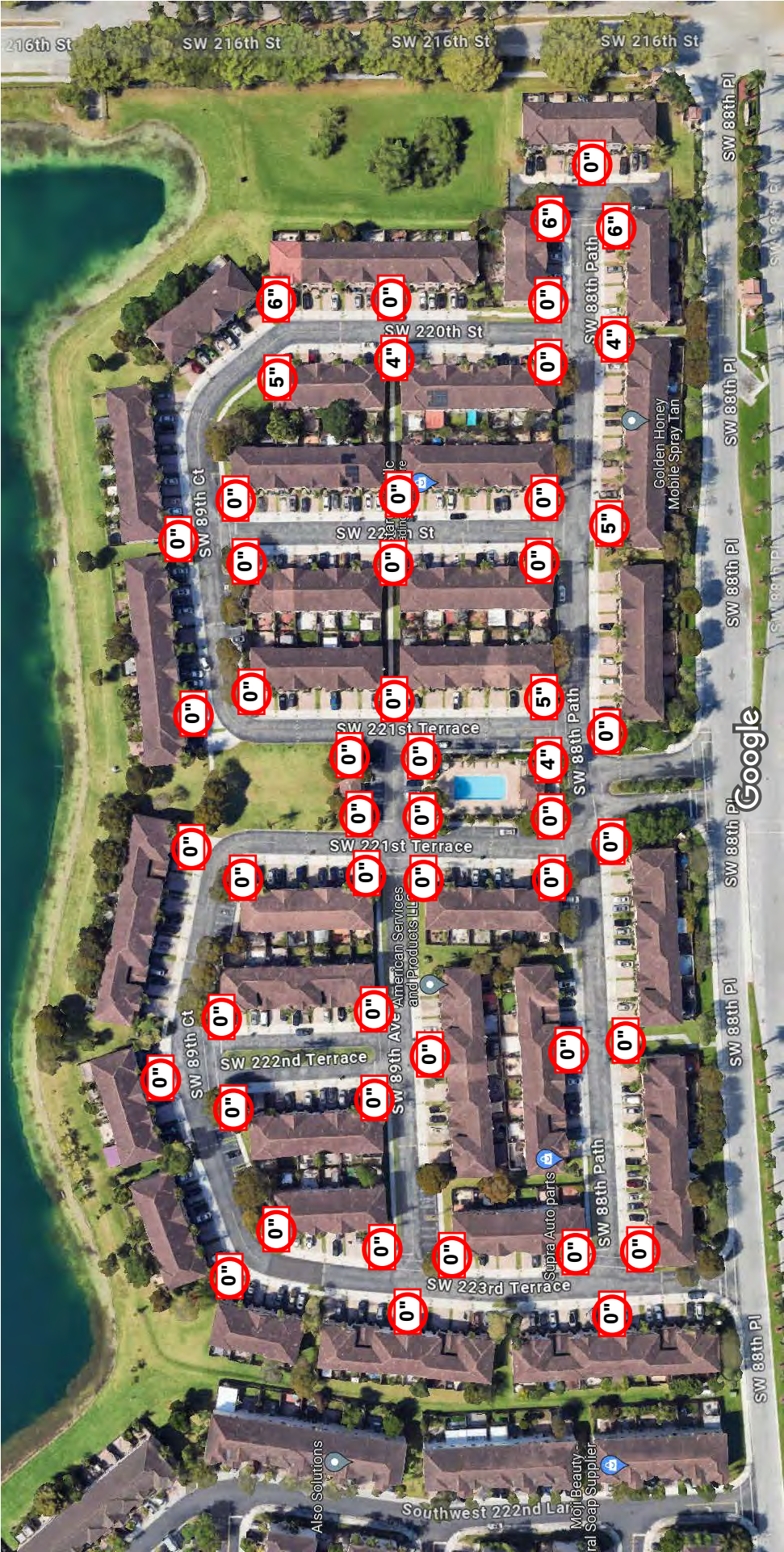


THE COVE



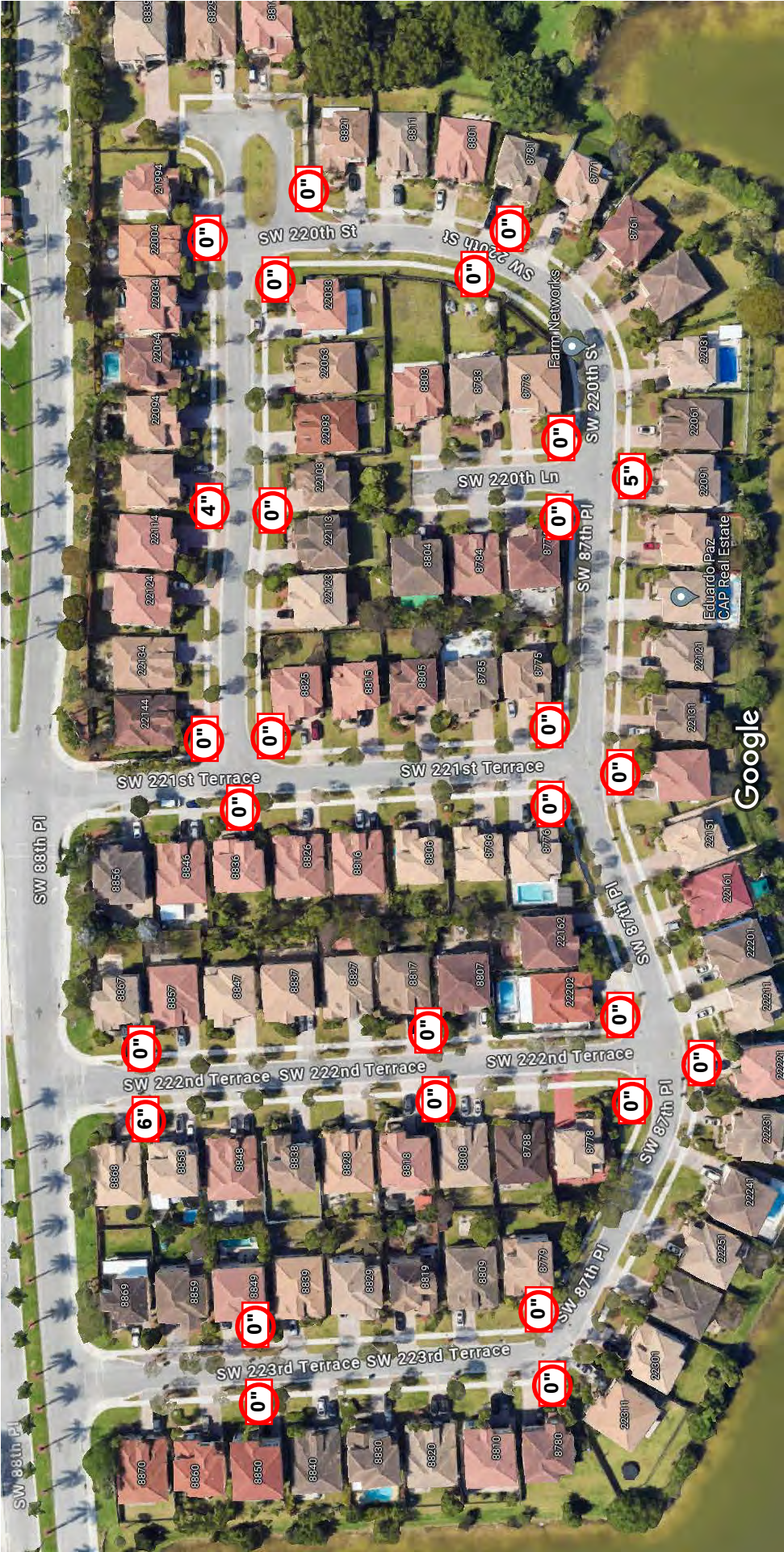
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THE COURTS



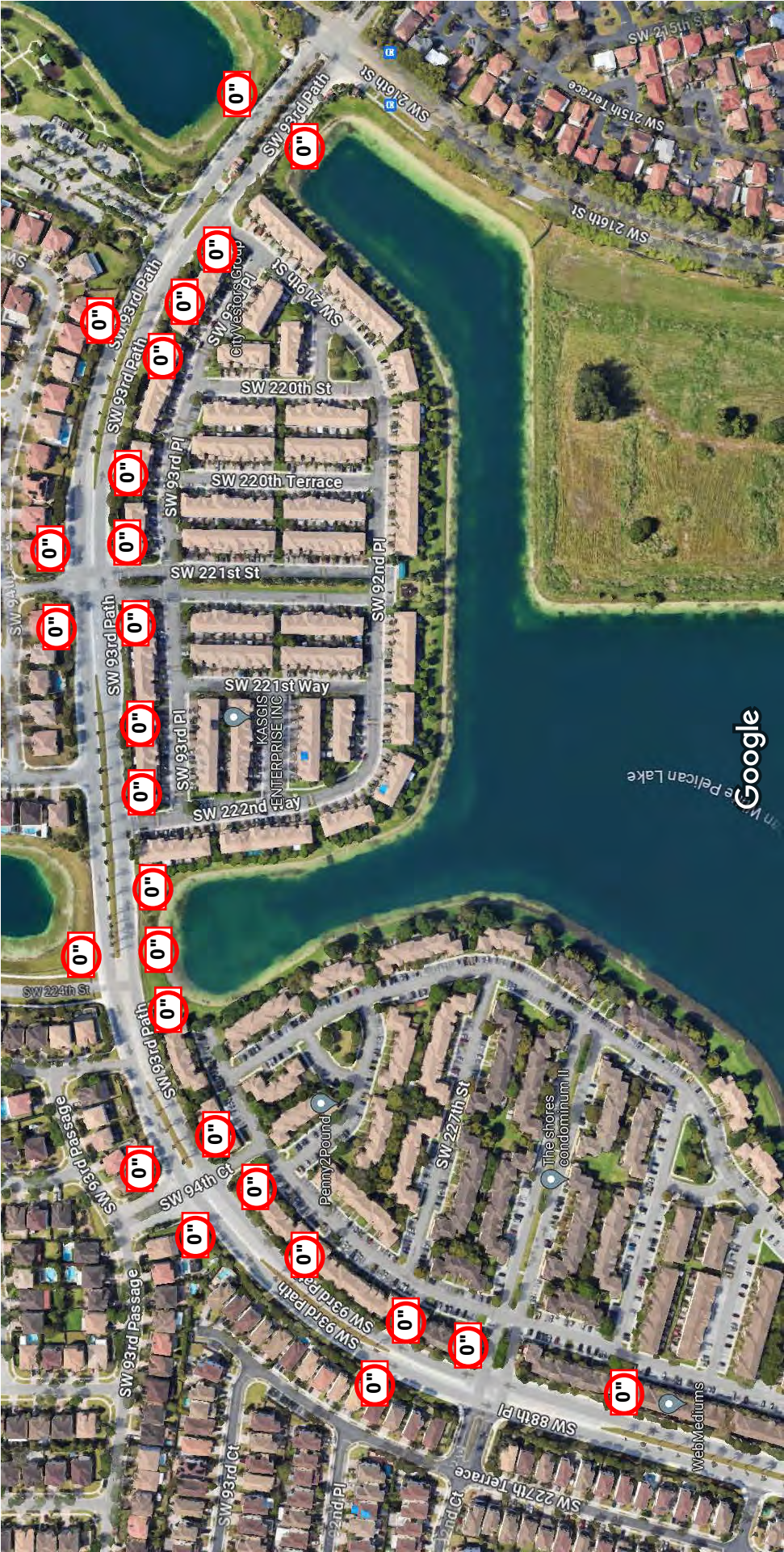
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THE PALMS



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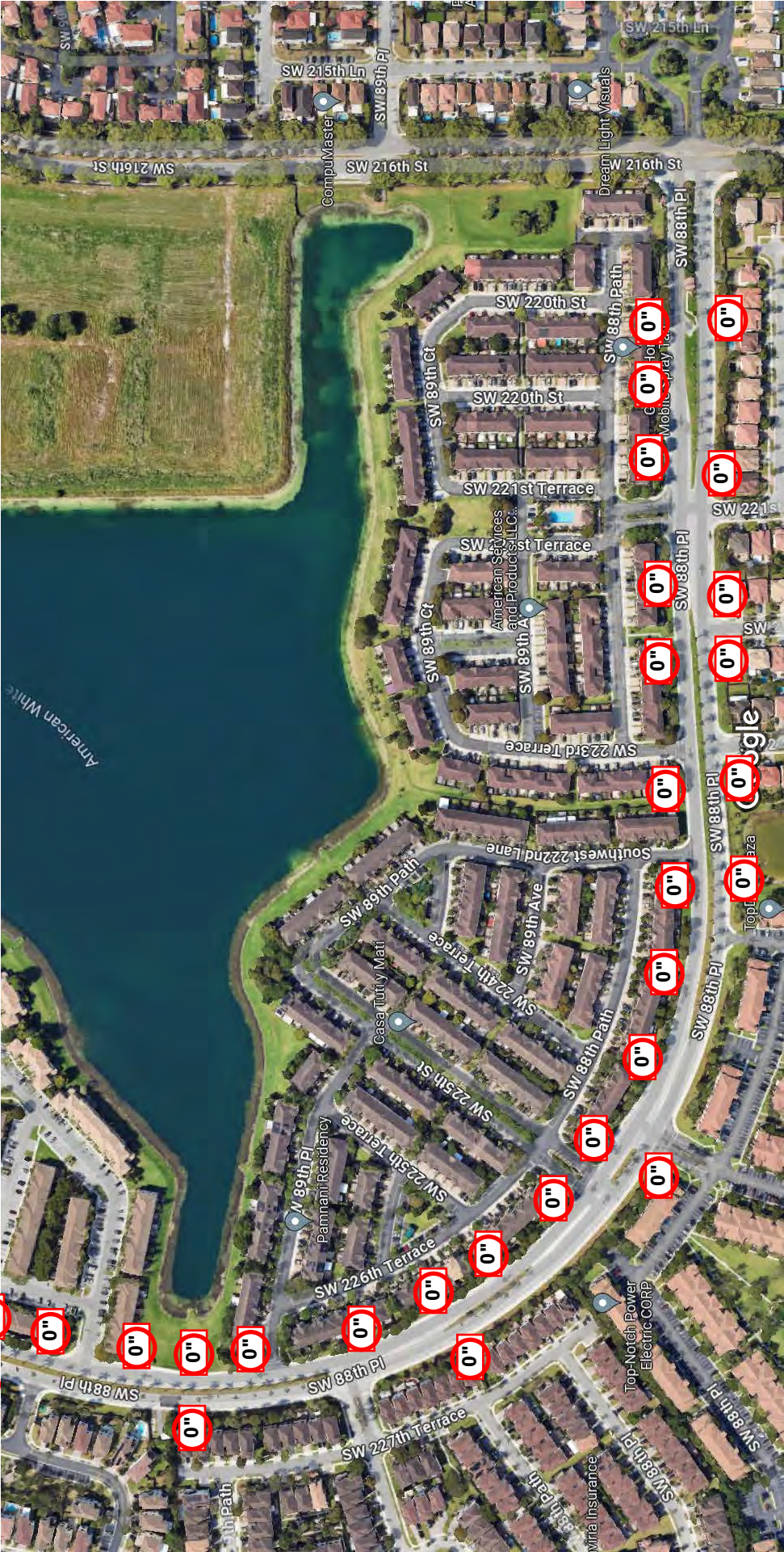
THE RESERVE



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HORSESHOE - NORTH

Google Maps



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HORSESHOE - SOUTH













Certificate Of Completion

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Status: Completed

Subject: Lakes by the Bay South: Complete with Docusign: Small Project Agmt (Drain Cleaning - Raptor Vac 2026

Source Envelope:

Document Pages: 34

Signatures: 3

Envelope Originator:

Certificate Pages: 2

Initials: 0

Ellen Acosta

AutoNav: Enabled

1001 Bradford Way

Envelopeld Stamping: Enabled

Kingston, TN 37763

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

eacosta@gmssf.com

IP Address: 162.199.192.217

Record Tracking

Status: Original

Holder: Ellen Acosta

Location: DocuSign

7/29/2026 10:49:09 AM

eacosta@gmssf.com

Signer Events

Julian Romero

operations@raptorvac.com

President

Security Level: Email, Account Authentication (None)

Signature

Signed by:


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Signature Adoption: Pre-selected Style

Using IP Address:

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Signed: 8/3/2026 2:19:22 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Juliana Duque

jduque@gmssf.com

District Manager - Assistant Secretary

Security Level: Email, Account Authentication (None)

DocuSigned by:


63215D558947430...

Signature Adoption: Drawn on Device

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Signed: 8/3/2026 6:30:56 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Michele R. Harris

mrhulse61@gmail.com

Ms.

Security Level: Email, Account Authentication (None)

Signed by:


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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	8/3/2026 2:19:22 PM
Payment Events	Status	Timestamps



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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

July 30, 2026

Board of Supervisors
Lakes by the Bay South Community Development District
5385 N. Nob Hill Road
Sunrise, FL 33351

We are pleased to confirm our understanding of the services we are to provide Lakes by the Bay South Community Development District, Miami-Dade County, Florida ("the District") for the fiscal year ended September 30, 2026. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Lakes by the Bay South Community Development District as of and for the fiscal year ended September 30, 2026. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2026 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements. We will also issue a management letter as required by Chapter 10.550, Rules of the Auditor General of the State of Florida. As part of our audit, we will apply financial condition assessment procedures pursuant to Section 218.39(5), Florida Statutes, and Rule 10.556(8), Rules of the Auditor General, and will report, as applicable, whether the District met any of the conditions described in Section 218.503(1), Florida Statutes.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: GMS-SF LLC - 5385 N Nob Hill Road Sunrise, FL 33351 - TELEPHONE: 954-721-8681 - RECORDREQUEST@GMSFL.COM

Our fee for these services will not exceed \$4,400 for the September 30, 2026 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of 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 Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2025 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Lakes by the Bay South Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Lakes by the Bay South Community Development District.

By: _____

Title: _____

Date: _____



Peer Review
Program

Administered in Florida
by the Florida Institute of CPAs

November 18, 2025

Antonio Grau
Grau & Associates
1001 W. Yamato Road, Suite 301
Boca Raton, FL 33431-4403

Dear Antonio Grau:

It is my pleasure to notify you that on November 18, 2025, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2028. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
850.224.2727, x5957

cc: Daniel Hevia, David Caplivski

Firm Number: 900004390114

Review Number: 616829



PEOPLE'S CHOICE PRESSURE CLEANING, INC.

4341 SW 73RD TERRACE
DAVIE, FL 33324

Phone

954-445-8033

E-mail

h2opressure@bellsouth.net

Estimate

Date

7/28/2026

Name / Address

LAKES BY THE BAY CDD
C/O JULIANA DUQUE
5385 N NOB HILL ROAD
SUNRISE, FL 33351

Customer Phone

954-643-5104 JESUS LO

Project

LAKES BY THE BAY CDD
21864 SW 93 PATH
CUTLER BAY, FL 33190

Description	Qty	Cost	Total
PRESSURE WASH ALL SIDEWALKS, SWALES AND ISLANDS OF COMMON AREA AROUND COMMUNITY FROM GUARDHOUSE TO GUARDHOUSE. NOTE: THIS ALSO INCLUDES ALL SUBDIVISION FRONTAGE SIGNS		11,025.00	11,025.00
PRESSURE WASH SIDEWALKS, ISLANDS AND SWALES AT BOTH ENTRANCE WAYS FROM 216TH ST TO THE GUARD HOUSE.		1,700.00	1,700.00
PRESSURE WASH PERIMETER SIDEWALKS AROUND CLUBHOUSE AREA TO INCLUDE FRONT ENTRANCEWAY SIDEWALKS AND PARKING AREA SIDEWALKS AND CURBS		1,700.00	1,700.00
PRESSURE WASH THE PAVERS ON THE 93RD PATH		475.00	475.00
		Total	

Signature

Steve Landis, President

Customer Signature _____



PEOPLE'S CHOICE PRESSURE CLEANING, INC.

4341 SW 73RD TERRACE
DAVIE, FL 33324

Phone 954-445-8033

E-mail h2opressure@bellsouth.net

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SUNRISE, FL 33351

Customer Phone

954-643-5104 JESUS LO

Project

LAKES BY THE BAY CDD
21864 SW 93 PATH
CUTLER BAY, FL 33190

Description	Qty	Cost	Total
NEW EXERCISE PARK AT SW 223RD TERRACE: CHLORINATE THE EXERCISE EQUIPMENT TO KILL BACTERIA PRESSURE WASH THE EXERCISE EQUIPMENT, SIDEWALKS AND BOULDERS WATER PROVIDED BY PEOPLE'S CHOICE PRESSURE CLEANING DEPOSIT INFORMATION: A 30% DEPOSIT IS REQUIRED TO START THE WORK. THE BALANCE IS DUE UPON COMPLETION		350.00	350.00
Total			\$15,250.00

Please sign & return by fax or email. Signing indicates all terms & conditions have been accepted. Note that credit card payment fee is 3.32%

Signature

Steve Landis, President

Customer Signature _____



MONTHLY MANAGEMENT REPORT

ASSOCIATION NAME: Isles at Bayshore Clubhouse

MANAGER NAME: Jennifer Lora

MONTH OF: August 2026

<u>DISTRIBUTION:</u>	<u>TITLE</u>	<u>METHOD</u>
Juliana Duque	District Manager	E
Michele Harris	Chairperson	E
Ana Jo	Vice Chairperson	E
Dorothy Morales	Assistant Secretary	E
Maggie Coon	Assistant Secretary	E
Timothy Moon	Assistant Secretary	E
Janine Nevarez	Regional Director	E

Method of distribution: Fax (F), E-mail (E), Mail (M), Hand Delivered (H)

Social and Event Updates

Crafts distribution for the month of August were distributed the week of August 7th. Registrations for the last trimester of 2026 are ongoing and currently 115 children are registered.

The agreement between LBTBSCDD and UM to host the parent seminars is still pending.

Our August 15th back to school dance party is at capacity. We will share photos of the event in the September manager's report.

Upcoming events:

August:

Crafts distribution 8/7 Back to school themed

Elections day Egret room 8/13 7AM -7PM

Back to school dance party 8/15 4-5:30PM (will be limited to the first 50 member's children that sign up)

September:

Craft's distribution: Week of 9/4.

Family Game night: 09/18 6:30PM -8PM

October:

Crafts distribution: 10/02 Halloween themed

Halloween party: 10/23 7PM-9PM

November:

Crafts distribution: 11/6 Thanksgiving/Fall themed

Election Day: Egret room 7AM – 7PM

Fall family workshop: 11/7 activity TBD

Tree lighting: 11/14 6:30-8PM

December:

Crafts distribution: 12/4

Holiday Paint night: 12/4 7-9 PM (will be limited to the first 35 members that RSVP)

Party Rentals:

YTD 2026, we have collected \$7,802 in private party rental fees.

Clubhouse activity by month 2026:

Month	Meetings	Private parties	Clubhouse events	Classes
January	2	2	4	5
February	4	1	4	4
March	1	4	2	4
April	2	5	3	4
May	2	3	2	4
June	1	7	2	4
July	1	3	4	4
August	3	4	2	4
September	1	3	2	4
October	1	1	2	4
November	2	0	2	4
December	0	0	2	4
YTD Totals	21	33	31	49

Note: Classes include Zumba. Clubhouse events include all clubhouse hosted activities, including monthly crafts club.

II. General items:

A) Ongoing/Completed Projects and Items

- A) Scheduled services for air conditioning, pest control, pool maintenance, and landscaping continue to be performed on time in accordance with vendor contracts.
- B) **Polling place designation** Election dates are August 13th and November 3rd. Egret room has been blocked in the clubhouse calendar for both election dates. Election equipment was delivered on 8/11 for the 8/13th election date.
- C) **Clubhouse access control system:** Signed agreement was sent to Juliana for execution.
- D) **Pool items**
 - o **Estimates for jacuzzi circulation pump repairs:** I met onsite with electrician to discuss the electrical permit and certification portion of the jacuzzi circulation pump replacement. Provided electrician with pool plans and pending to receive back from him estimate. Estimate will be provided to the board during our August meeting for review and approval.

- **Estimates to reconstruct Jacuzzi steps:** A meeting onsite was held between Ana Jo, Enrique Noguera, Mark Duncan (Reef Tropical) and myself to discuss violations and steps needed to be completed to re-open jacuzzi and kiddie pool. Mark is in the process of researching current pool codes and receiving feedback from Nicole Caballero (DOH) This item still remains pending.
- **Replacement, circulation pump wading pool:** Wading pool circulation pump repairs are ongoing. Reef Tropical will schedule crew mid-August to check the suction line for the pump which is not functioning properly after motor repairs.

E) Bougainvillea fumigation: Item is ongoing.

F) Items for discards: Manager requests to declare excess property two damaged white plastic folding chairs.

G) Gates and Security Updates

○ **Gates:**

- Routine gate service was completed per the maintenance contract. Camera lenses are cleaned every Monday to ensure visibility.
- Letters were sent to individuals that have hit the gates.
- We received an estimate from DML Security Systems to purchase 8 discontinued Liftmaster Mega Tower arms to keep in our inventory. Kevin's recommendations and estimate totaling \$21,760.00 are attached for your review and approval.

○ **Security Incidents and Actions:**

- On 08/4 an interaction that occurred involving a member who refused to comply with the clubhouse access policy requiring presentation of a valid access card to use the fitness center. After being advised by staff that access could not be granted without his card, the member entered the gym and refused to leave, prompting staff to contact the Town of Cutler Bay Police Department for assistance. Three officers responded to the scene and worked to de-escalate the situation. To resolve the incident peacefully and minimize further disruption, a replacement access card was issued to the member, after which he properly scanned into the facility and completed his workout. After discussion of the incident, member was mailed a suspension letter for a total of one year. Member was previously sent an email warning for a previous incident from September 9th 2025 where he attempted to bring minor children to use the gym.
- On 08/07 front desk staff noted that as she approached the clubhouse parking lot for her opening shift, the individual who had previously trespassed and removed coconuts from our tree had returned before clubhouse opening hours. He had removed additional coconuts and left as soon as he saw her vehicle. A cease and desist letter was sent by Scott Cochran on 7/31/2026.

DML Lakes by the Bay South CDD (Isles) – LiftMaster Mega Tower Operator Recommendation (Attic Stock)
Date: 07/28/2026

From kevin@dml-security.com <kevin@dml-security.com>

Date Tue 7/28/2026 9:58 AM

To Jennifer Lora <jennifer.lora@fsresidential.com>

 1 attachment (142 KB)

DML Proposal #12638 Lakes by the Bay South CDD (Isles) – LiftMaster Mega Tower Operator Recommendation (Attic Stock) 7.28.26.pdf;

Lakes by the Bay South CDD (Isles) – LiftMaster Mega Tower Operator Recommendation (Attic Stock)

Date: 07/28/2026

Good morning Jennifer,

Per our recent conversations, I am preparing a proposal regarding the LiftMaster Mega Tower barrier arm operators currently installed throughout the property. The community presently has eight (8) Mega Tower operators in service—four (4) entrance operators and four (4) exit operators.

LiftMaster has officially discontinued the current Mega Tower operator installed at Lakes by the Bay South CDD. The replacement model is a completely different design and construction. Based on DML's experience servicing both models, it is my professional opinion that the existing Mega Tower units are significantly more durable, more serviceable, and better suited for the operational demands of this property than the new replacement model.

Although the current Mega Tower has been discontinued, my primary LiftMaster distributor—the largest LiftMaster distributor in the region—still has a limited inventory available. Once that inventory is depleted, these operators will no longer be available for purchase.

For budgeting purposes, I am preparing a proposal for Qty. 8 replacement operators. However, this quantity can certainly be reduced based on the Board's budget and preferences.

At a minimum, I strongly recommend that the Board consider purchasing several units as attic stock while they remain available. Ideally, maintaining two spare operators for each entrance location would allow the Association to quickly replace a damaged operator without having to rely on discontinued inventory that may no longer exist in the future.

As we've discussed over the years, the East and West Visitor Entrances experience the highest number of vehicle impacts. Additionally, both right-side exit lanes have historically sustained repeated impacts, most commonly involving U-Haul trucks, moving trucks, and other large delivery vehicles.

Maintaining replacement operators in inventory would significantly reduce downtime following a major impact and ensure the community can restore normal operations as quickly as possible.

Please note that this proposal is for equipment only. The purchase of these operators does not require immediate installation. Instead, the units would be retained as spare inventory until needed, protecting the Association against future product unavailability and continued manufacturer price increases.

As always, because of DML's longstanding relationship with the Association and the property's active Preventive Maintenance Service Agreement, the community will continue to receive substantial labor discounts whenever these operators are installed.

Although the proposal will initially be prepared for Qty. 8, I can also obtain pricing for smaller quantities, such as Qty. 2 or individual units. While the per-unit cost may be slightly increase for

smaller orders, I will work closely with my distributor to secure the most competitive pricing possible and pass those savings directly to the Association.

Given the continued frequency of barrier arm impacts at this property and the fact that these operators have been discontinued, I believe this is a prudent investment. I respectfully recommend presenting this opportunity to the Board while inventory remains available.

Current Equipment Pricing (With Qty 8)

LiftMaster Mega Tower – BGO Mega Arm Tower with 850LM Receiver

Description	Qty	Unit Price
LiftMaster BGO Mega Arm Tower with 850LM	1	\$2,780.00
Equipment Discount (Active PMSA Customer)	1	-\$285.00
2025 / 2026 LiftMaster Tariff Surcharge	1	+\$225.00

Net Equipment Cost Per Operator: \$2,720.00

LiftMaster Equipment – 2025 / 2026 Tariff Notice

Please be advised that updated tariffs on LiftMaster products remain in effect for the 2025/2026 product year. The percentage increase varies by product category and reflects manufacturer-imposed costs associated with current trade regulations and import tariffs.

These adjustments are not discretionary markups by DML Security Systems. They represent direct costs passed through from LiftMaster and our authorized distribution partners. DML continues to apply all available contractor and service agreement discounts to minimize the financial impact to the Association whenever possible.

Thank you,

Kevin Wimberly
DML Security Systems, LLC

Kevin
Have a great day,



Kevin Wimberly
Owner / Operator
DML Security Systems

State of Florida License #EG13000588

Direct: 305.801.9197

KEVIN@DML-SECURITY.COM

"Specializing in yesterday, today and tomorrow's technology"

This email is confidential and intended solely for the use of the individual to whom it is addressed. If you are not the intended recipient, be advised that you have received this documents in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. If you have received this document in error, please notify us by mail.



PROPOSAL

DATE: 07/28/2026
EXP. DATE: 08/27/2026
PROPOSAL # 12638

DML Security Systems
18495 South Dixie Hwy #264
Cutler Bay, FL 33157
Phone: (786) 899-2256
Email: kevin@dml-security.com

BILL TO:

First Service Residential
5701 North Pine Island Road
Tamarac, FL 33321, United States

SERVICE TO:

Lakes by the Bay South CDD (CH)
21864 Southwest 93rd Path Cutler
Bay, FL 33190, United States

ITEM	DESCRIPTION	QTY	PRICE PER	UNIT	AMOUNT	TAX
DML-PMSA	The below service is covered under an active preventative maintenance or service agreement	1.00	\$0.00	Item	\$0.00	N
CP-MATDCBB3-MC	Liftmaster Mega Tower: BGO Mega Arm Tower w/850LM	8.00	\$2,780.00	Item	\$22,240.00	N
DML-PMSA-DC	Equipment Discount: Per an active preventative maintenance or service agreement	8.00	\$-285.00	Item	\$-2,280.00	N
Liftmaster-Tariff-2025	LiftMaster Equipment – 2025 / 2026 Tariff Notice Please be advised that updated tariffs for LiftMaster products will take effect in 2025 / 2026. The percentage increases will vary depending on the equipment category and are directly tied to manufacturer-imposed fees resulting from current trade regulations and import tariffs. These adjustments are not discretionary markups—they are direct costs passed through from LiftMaster and associated vendors. Management has been previously advised of these changes. We will continue to monitor any further updates from the manufacturer and will communicate them promptly.	8.00	\$225.00	Item	\$1,800.00	N



PROPOSAL

DATE: 07/28/2026
EXP. DATE: 08/27/2026
PROPOSAL #

SUBTOTAL	\$21,760.00
TAX RATE*	
TAX	\$0.00
OTHER	-
TOTAL	\$21,760.00



PROPOSAL

DATE: 07/28/2026
EXP. DATE: 08/27/2026
PROPOSAL # 12638

MEMO

Lakes by the Bay South CDD (Isles) – LiftMaster Mega Tower Operator Recommendation (Attic Stock)
Date: 07/28/2026

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At a minimum, I strongly recommend that the Board consider purchasing several units as attic stock while they remain available. Ideally, maintaining two spare operators for each entrance location would allow the Association to quickly replace a damaged operator without having to rely on discontinued inventory that may no longer exist in the future.

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As always, because of DML's longstanding relationship with the Association and the property's active Preventive Maintenance Service Agreement, the community will continue to receive substantial labor discounts whenever these operators are installed.

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PROPOSAL

DATE: 07/28/2026
EXP. DATE: 08/27/2026
PROPOSAL #: 12638

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PROPOSAL

DATE: 07/28/2026
EXP. DATE: 08/27/2026
PROPOSAL # 12638

TERMS & CONDITIONS

TERMS OF PAYMENT:

Deposits are refundable with a 20% restocking fee for any equipment, parts, or material purchased.

Payment Schedule:

50% deposit of total price is due upon signing contract.

25% of total price is due upon arriving to install and before installation.

25% of total price is due when installation is complete.

For installations where DML Security Systems has obtained a permit, customer may request to hold a 10% retainer until the final inspection is complete and closed.

Final payment is due upon DML Security Systems completing installation.

A minimum charge of \$25.00 or 3% per month (whichever is greater) will be applied to accounts not paid within 30 days after the completion of any invoiced work. All materials shall remain the property of DML Security Systems until all related invoices are paid in full. The customer agrees to pay all applicable interest and any costs incurred in the collection of this debt. Non-payment may result in a lien being placed on the customer's property.

CONTRACT ACCEPTANCE: Customer may review these items with a representative from DML Security Systems prior to accepting this contract. By the customer making the first payment, the customer agrees to accept this contract and the aforementioned contract items and terms stated above. Please review the terms and conditions noted on this contract.

This proposal is valid for 30 days from the date sent by DML Security Systems. Thank you for your business!

By making first payment of this contract, the customer agrees to the services and conditions outlined in this contract. Please sign the contract.

Printed Name /Title: _____

Signature: _____

Date: _____

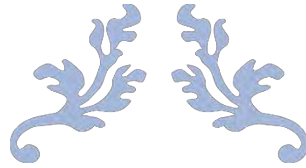
WARRANTY:

Parts and Materials: 1 year warranty including any manufacturer's own coverage which may exceed the 1 year

Labor and Support Warranty is 90 days. All service calls, either onsite or remote after this period will be billed at our service rate unless a support package/service agreement is in place. On site service calls are subject to trip charges and a 2-hour minimum call.

Conditions Not Covered by Warranty: Damage resulting from accidents, acts of God, alteration, misuse, tampering or abuse

"Specializing in yesterday, today and tomorrow's technology"



LAKES BY THE BAY SOUTH



FIELD REPORT



Meeting Date: August 25, 2026

**Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road, Sunrise, FL 33351**

LANDSCAPING

- Landscaping services were completed by Tony's Landscaping (TL) on July 7th 20th and 28th including but not limited to mowing, edging, trimming, weed control and pest control.
- The August landscaping services are scheduled for the 4th 18th and 31st.
- New Blue Daze plants were installed at the main entrances and exits; the plants are doing well.
- The irrigation system is in good working condition.
- The hedges at the main entrance were trimmed.
- TL will be adding new Foxtail Ferns to the main entrances and exits to fill in the landscaping beds.
- The new royal palm tree is being monitored and is in good condition.
 - The claim was processed, and the reimbursement has been received.

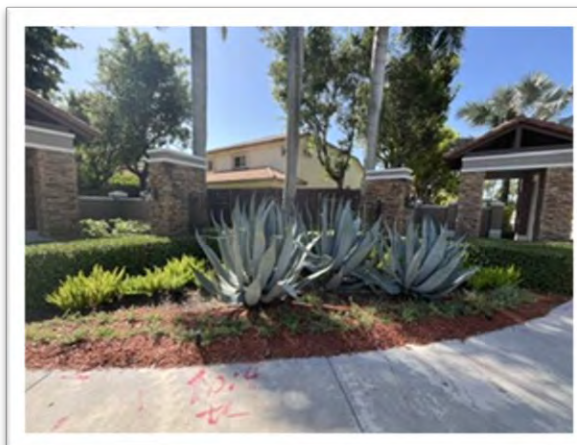


Governmental Management Services-South Florida, LLC

5385 N. Nob Hill Road Sunrise, FL 33351

*LAKES BY THE BAY SOUTH CDD
(ISLES AT BAYSHORE BY LENNAR)*

FIELD DIVISION REPORT
Jesus Lorenzo
jlorenzo@gmssf.com
Cell Phone 954.643.5104



Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351

- Davis Environmental completed the South Florida Water Management Easement planting project. Visual Scape completed the installation of the temporary irrigation system.
 - The Clubhouse parking lot was secured to serve as the staging area for the planting, including the installation of temporary irrigation.
 - TL will be managing the operation of the irrigation system through October.



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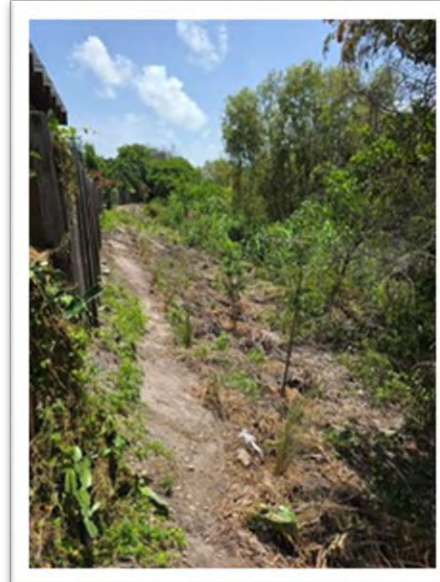
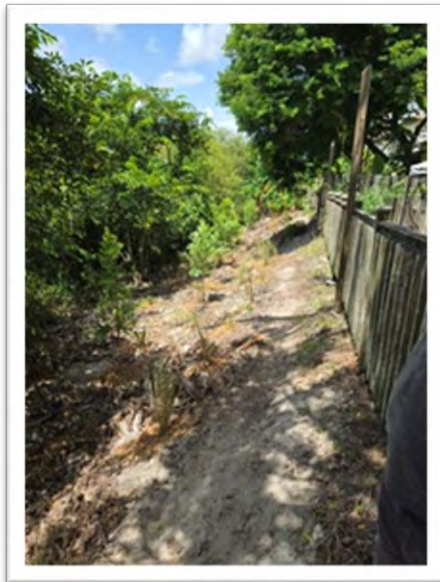
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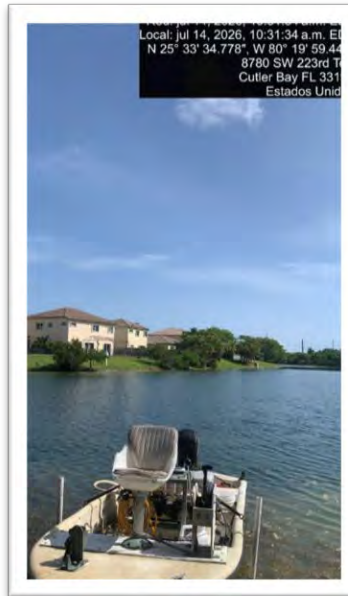
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Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351

LAKES

- Lake services provided by Eco-Blue Aquatic Services, LLC (EB) on July 14th. Please refer to their report for more details.
- EB applied a treatment to control algae, treated the aquatic weeds and removed debris.



Governmental Management Services-South Florida, LLC

5385 N. Nob Hill Road Sunrise, FL 33351

FIELD MAINTENANCE

- Raptor Vac completed the storm drain cleaning at The Tides. They are working to schedule the remaining storm drains throughout the District.
- The outdoor gym equipment is in good working condition.



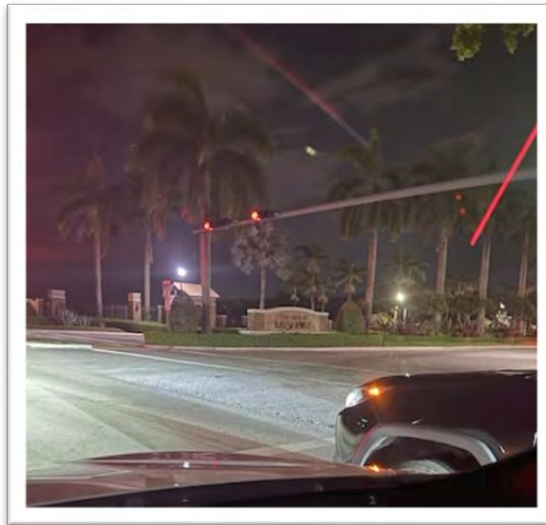
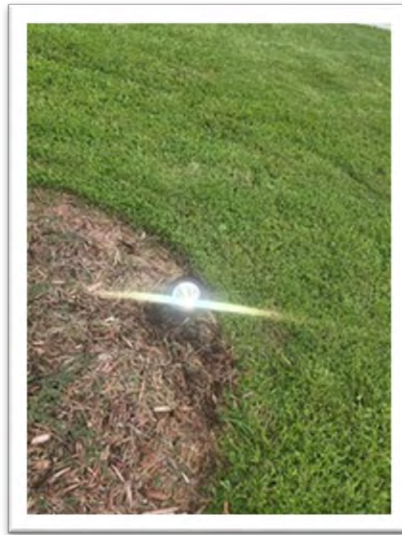
Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351

- The catch basin next to 9537 SW 222nd Lane was completed; the sidewalk adjacent to the catch basin was replaced.
- Garnett Engineering provided a proposal to complete the catch basin and drop curb repairs, including one sidewalk shaving. Please see the attached report and proposal for more information.



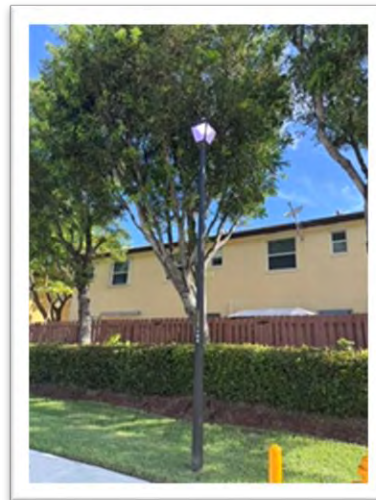
Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351

- The damaged landscaping light at the 88th Place median was replaced by Reivil Electric (RE).
 - o RE will be inspecting the entrance lighting at 93rd Path soon.



Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351

- Below you will find a list of FPL tickets submitted for repair in August. The repairs may take up to (40) days to be completed.
 - o Ticket #71965: lamppost next to 191 is on during the day.
 - o Ticket #71888: lamppost 152 is on during the day.
 - o Ticket #71889: lamppost 005 is off at night.



Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351

EXHIBITS

**Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351**

Lakes by the Bay South CDD

Damaged Catch Basin Apron Locations – The Tides

There are (15) damaged catch basin aprons in need of repairs within The Tides community; indicated in **BLUE**. There is (1) location in need of shaving; indicated in **RED**. There are (4) locations for drop curb repairs: indicated in **GREEN**.



9313 SW 227th Terrace



Lakes by the Bay South CDD

Damaged Catch Basin Apron Locations – The Tides

9325 SW 227th Terrace



9329 SW 227th Terrace (LOCATION 3 is Missing)



Lakes by the Bay South CDD

Damaged Catch Basin Apron Locations – The Tides

22712 SW 93rd Court



22766 SW 93rd Court



Lakes by the Bay South CDD

Damaged Catch Basin Apron Locations – The Tides

22777 SW 93rd Court



Next to 22783 SW 93rd Court



Lakes by the Bay South CDD

Damaged Catch Basin Apron Locations – The Tides

9308 SW 227th Lane



9308 SW 227th Lane



Lakes by the Bay South CDD

Damaged Catch Basin Apron Locations – The Tides

9232 SW 227th Lane



9224 SW 227th Lane



Lakes by the Bay South CDD

Damaged Catch Basin Apron Locations – The Tides

22756 SW 92nd Court



22739 SW 92nd Place



Lakes by the Bay South CDD

Damaged Catch Basin Apron Locations – The Tides

9143 SW 227th Terrace



9128 SW 227th Terrace



Lakes by the Bay South CDD

Damaged Catch Basin Apron Locations – The Tides

9125 SW 227th Lane



Garnet Engineering and Contracting, LLC

1430 S. Dixie Hwy Ste. 105 Coral Gables, FL33146
D: (305) 491-4028
E: Aleman@GarnetBuild.us
CGC 1534216 | PE No. 99139

PROPOSAL

GARNET ENGINEERING AND CONTRACTING, LLC. (Acting as Engineer) agrees to provide services as listed in the scope of services.

For: Lakes by the Bay South CDD
Phone: (954) 721-8681
Project address: The Tides Community - LBTBS CDD
Zoning Description: N/A

POC: Alejandro (Alex) Aleman, P.E.

Tax Folio: 36-6016-010-0340

Category: Contracting Services

Scope of Services:

1. Protect existing catch basin with filter fabric under grate.
2. Sawcut existing concrete apron along paved perimeter.
3. Demolish concrete apron, exercising caution to not damage inlet top.
4. Remove debris associated with concrete demolition.
5. Perform root pruning (24" deep) of existing roots along perimeter of concrete apron.
(Consult with a licensed professional arborist prior to this step at all locations).
6. Use 6"x6" W1.4 wire mesh reinforcement for concrete apron when laying out concrete pour framework.
7. Place root barrier along the vegetative perimeter of the concrete apron, inserting panel below grade per approved plans.
8. Pour 3000 psi (min.) concrete and allow cure time per manufacturer specifications.
9. Barricade around work area to protect concrete apron for 3 days.
10. Remove barricades and clean the work site and surroundings.
11. Remove filter fabric from catch basin top.
12. All MOT, SWPPP, and Compliance per Town of Cutler Bay Public Works Standards.



Engineering Services as Requested by: Community Development District

Included in Contract Cost:

- Concrete gutter replacements, apron grinding, and reinforced concrete aprons. See Page 2 through 10.
- Engineering plans, engineering certification, permit procurement, inspection schedules and permit close-out.

Not Included in Contract Cost:

- Permit Fees
- Administrative Fees
- Any miscellaneous fee not listed in "Contract Cost" and/or Scope of Services

Contract Acceptance:	<u>\$28,000.00</u>
Progress Walkthrough:	<u>\$18,000.00</u>
Retainage:	<u>\$4,000.00</u>
Contract Total:	<u>\$50,000.00</u>

Owner Signature: _____

Owner Name: _____

Date: _____

Garnet Rep. Signature: _____

Alejandro Aleman (P)



ECO-BLUE

AQUATIC SERVICES, INC.

 **(305) 316-1817**

 **ecoblueaquatic@gmail.com**

CUSTOMER: Lake By The Bay South CDD

DATE: 7/23/2026

WEATHER CONDITIONS: Sunny

SERVICE & INSPECTION REPORT

WATER TESTING (COMBINED AVERAGE)

TEMPERATURE H2O:	<u>72.5</u> °F	☐ High	☒ Average	☐ Low
DISSOLVED OXYGEN:	<u>6.5</u>	☐ High	☒ Average	☐ Low
Ph READING:	<u>6.3</u>	☐ High	☒ Average	☐ Low
WATER CLARITY:	<u>Good</u>	☐ High	☒ Average	☐ Low
WATER LEVEL:	<u>Good</u>	☐ High	☒ Average	☐ Low

LAKE MANAGEMENT

☒ ALGAE CONTROL	1,2,3,4
☐ GRASSES & EMERGENTS	
☒ SUBMERSED AQUATICS	1,2,3,4
☒ FLOATING PLANTS	1,2,3,4
☒ DEBRIS	1,2,3,4

The crew applied a treatment to eliminate algae and aquatic vegetation. Garbage accumulation on the shores and corners of the lake was removed. The conditions of the lake are favorable for the development of the ecosystem.



ECO-BLUE

AQUATIC SERVICES, INC.



(305) 316-1817



ecoblueaquatic@gmail.com

FISH & WILDLIFE ORSERVATIONM

FISH: ☒ Bass ☐ Bream ☒ Catfish ☒ Tilapia ☐ Grass carp ☒ Mosquito fish

BIRDS: ☒ Duck ☐ Wood strok ☒ Shorebird ☒ Wading bird ☐ Songbird ☐ Gallinuele

REPTILES: ☐ Alligator ☐ Snake ☒ Turtle ☐ Lizard ☒ Amphibians ☒ Insects

NATIVE PLANTS NOTED

☐ Cypress ☐ Wax myrtle ☐ FL pine ☐ Red maple ☐ Mangrove ☐ Pond apple ☐ Oak

☐ Cocoplum ☒ Bulrush ☐ Blue flag iris ☒ Arrowhead ☐ Thalia ☐ Palm ☒ Pickerelweed

☐ Spickerush ☐ Buttonbush ☐ Eelgrass ☐ Cordgrass ☐ Spatterdock ☐ Ferns ☐ Fakahatcheegrass

☐ Baby tears ☐ Naiad ☐ Chara ☐ Duckweed ☐ Bacopa ☐ Pondweed ☒ Bladdewort

INVASIVE & EXOTIC PLANTS NOTED

☐ Melaleuca ☐ Pennywort ☐ Bischifia ☐ Shoebutton ☐ Sedge ☐ Australian pine

☐ Brazilian peper ☐ Earleaf acacia ☐ Climbing fern ☐ Torpedograss

☐ Air potato ☐ Azolla ☐ Salvinia ☐ Primrose ☐ Hydrilla ☐ Cattail ☐ Floating hearts

☐ Water lettuce ☐ Water hyacinth ☐ Alligatorweed ☐ Hygrophila

We saw ducks and other native birds.

Lakes by the Bay South
COMMUNITY DEVELOPMENT DISTRICT

Check Register

Date	Check Numbers	Amount
Checks		
7/28/26	6297-6302	\$19,218.94
7/29/26	6303-6304	\$3,623.85
8/3/26	6305	\$12,652.00
8/5/26	6306-6318	\$86,813.83
8/12/26	6319-6327	\$10,566.41
TOTAL		\$132,875.03

Date	Check Numbers	Amount
ACH		
7/31/26	800011	\$860.56
TOTAL		\$860.56

AP300R
*** CHECK NOS. 006297-006327

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKES BY THE BAY SOUTH CDD-GF
BANK A GENERAL FUND

RUN 8/18/26

PAGE 1

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
7/28/26	00093	7/16/26 28953	202607 320-57200-34503	SECURITY SVCS 07/26	*	120.00	
							120.00 006297
DELTA FIVE SECURITY							
7/28/26	00187	7/14/26 7156-1	202607 320-57200-34503	W VISITOR ENTERANCE 07/26	*	142.50	
		7/14/26 7157-1	202607 320-57200-34503	E RIGHT EXIT IMPACT 07/26	*	142.50	
		7/14/26 7158-1	202607 320-57200-34503	E VISITOR ENTRANCE 07/26	*	142.50	
		7/14/26 7159-1	202607 320-57200-34503	W VISITOR ENTRANCE 07/26	*	252.50	
		7/24/26 7173	202607 320-57200-34504	MONITORING SVCS 07/26	*	720.00	
		7/24/26 7174	202607 330-53800-34504	GYM/ROAD VIDEO 07/26	*	995.00	
		7/24/26 7175	202607 320-57200-34500	SVCS AGREE POOL 07/26	*	1,225.00	
		7/24/26 7176	202607 330-53800-34501	MONITORING 07/26	*	11,500.00	
DML SECURITY SYSTEMS							15,120.00 006298
7/28/26	00196	7/15/26 76760486	202607 320-57200-46000	REPAIRS 07/26	*	497.00	
FCC CARPENTRY& GENERAL PAINTING LLC							497.00 006299
7/28/26	00002	7/14/26 93782622	202607 310-51300-42000	DELIVERY THRU 07/06/26	*	27.27	
FEDEX							27.27 006300
7/28/26	00030	7/22/26 062026	202606 330-53800-43000	SVCS 06/26	*	367.64	
		7/22/26 062026	202606 320-57200-43000	SVCS 06/26	*	3,022.03	
FLORIDA POWER & LIGHT COMPANY							3,389.67 006301
7/28/26	00055	7/20/26 01-58908	202607 320-57200-46003	SVCS 07/26	*	65.00	
GLOBAL PEST CONTROL & LAWN CARE SVC							65.00 006302
7/29/26	00276	7/25/26 5372	202607 320-57200-49100	SOUTH TANK WORK 07/26	*	2,500.00	
IVERO POOLS LLC							2,500.00 006303
7/29/26	00281	6/30/26 62074727	202606 320-57200-45301	BALANCE DUE 06/26	*	1,123.85	
REEF TROPICAL POOLS							1,123.85 006304

LBS LAKES BAY STH JWASSERMAN							

AP300R
*** CHECK NOS. 006297-006327

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKES BY THE BAY SOUTH CDD-GF
BANK A GENERAL FUND

RUN 8/18/26

PAGE 2

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
8/03/26	00283	7/31/26 6842	202608 320-53800-46210	RESTORATION PLANTING DEP	*	12,652.00	
				VISUALSCAPE INC.			12,652.00 006305
8/05/26	00219	8/01/26 585170	202608 320-57200-46004	PREVENTATIVE MAINT 08/26	*	490.00	
				AIRSTRON, INC-DADE			490.00 006306
8/05/26	00240	8/02/26 2309	202608 320-57200-46002	JANITORIAL SVCS 08/26	*	5,050.00	
		8/02/26 2309	202608 330-53800-46001	JANITORIAL SVCS 08/26	*	50.00	
				ALL PROFESSIONAL CLEANING LLC			5,100.00 006307
8/05/26	00027	8/01/26 6111	202608 320-53800-46800	LAKE MAINT 08/26	*	800.00	
				ECO BLUE AQUATICS SERVICES, INC.			800.00 006308
8/05/26	00002	7/21/26 93803195	202607 310-51300-42000	DELIVERY THRU 07/16/26	*	47.15	
				FEDEX			47.15 006309
8/05/26	00104	8/01/26 11168498	202608 320-57200-34200	MGMT FEE 08/26	*	25,192.00	
		8/01/26 11168498	202608 330-53800-34000	MGMT FEE 08/26	*	2,000.00	
				FIRSTSERVICE RESIDENTIAL, INC.			27,192.00 006310
8/05/26	00126	7/01/26 73287	202607 320-57200-46001	ADJUSTABLE BENCH POP PIN	*	257.33	
				THE FITNESS SOLUTION, INC.			257.33 006311
8/05/26	00262	8/03/26 0230	202608 320-53800-46801	BALANCE DUE 08/26	*	4,600.00	
		8/03/26 0231	202608 320-53800-46801	BALANCE DUE 08/26	*	4,215.00	
		8/03/26 0232	202608 320-53800-46801	BALANCE DUE 08/26	*	11,500.00	
				GARNET ENGINEERING&CONTRACTING LLC			20,315.00 006312
8/05/26	00016	8/01/26 20181409	202608 320-53800-34000	FIELD SVCS 08/26	*	2,729.92	
		8/01/26 20181410	202608 310-51300-34000	MGMT FEE 08/26	*	6,040.92	
		8/01/26 20181410	202608 310-51300-31300	DISSEMINATION AGNET SVCS	*	458.33	

LBS LAKES BAY STH JWASSERMAN

AP300R
*** CHECK NOS. 006297-006327

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKES BY THE BAY SOUTH CDD-GF
BANK A GENERAL FUND

RUN 8/18/26

PAGE 3

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
		8/01/26 20181410	202608 310-51300-50000		*	300.00	
		WEBSITE ADMIN 08/26					
		8/01/26 20181410	202608 310-51300-42000		*	27.00	
		POSTAGE&DELIVERY 08/26					
		8/01/26 20181410	202608 310-51300-42500		*	6.45	
		COPIES 08/26					
				GOVERNMENTAL MANAGEMENT SERVICES -			9,562.62 006313
8/05/26	00143	7/26/26 42592735	202607 320-57200-42500		*	137.28	
		COPIER LEASE 07/26					
				GREATAMERICA FINANCIAL SVCS.			137.28 006314
8/05/26	00085	7/24/26 47036011	202607 330-53800-43100		*	36.20	
		SVCS 07/26					
				MIAMI-DADE WATER AND SEWER DEPT			36.20 006315
8/05/26	00273	8/01/26 58	202608 320-57200-45300		*	3,500.00	
		POOL SVCS 08/26					
		8/04/26 59	202608 320-57200-45301		*	1,069.95	
		ALGAE TREATMENT/REPAIRS					
				PATAGONIA POOLS LLC			4,569.95 006316
8/05/26	00118	8/01/26 60706301	202608 320-57200-52000		*	97.20	
		SUPPLIES 08/26					
				STAPLES			97.20 006317
8/05/26	00157	8/01/26 31080126	202608 320-53800-46200		*	15,500.10	
		LANDSCAPE MAINT 08/26					
		8/01/26 33080126	202608 320-57200-46200		*	2,709.00	
		LANDSCAPE MAINT 08/26					
				TONY'S NURSERY & GARDEN			18,209.10 006318
8/12/26	00128	7/29/26 9348	202607 310-51300-31100		*	2,800.00	
		2026 ENGINEER REPORT					
				ALVAREZ ENGINEERS, INC.			2,800.00 006319
8/12/26	00270	8/03/26 00100452	202608 320-57200-41000		*	115.57	
		SVCS 08/26					
				COMCAST			115.57 006320
8/12/26	00116	8/05/26 2580661	202608 310-51300-32300		*	2,000.00	
		ADMIN 08/03/26-08/02/27					
				COMPUTERSHARE TRUST COMPANY, N.A.			2,000.00 006321
8/12/26	00196	6/16/26 76760481	202606 320-57200-46000		*	655.80	
		REPLACEMENT FAUCET 06/26					

LBS LAKES BAY STH JWASSERMAN

AP300R
*** CHECK NOS. 006297-006327

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKES BY THE BAY SOUTH CDD-GF
BANK A GENERAL FUND

RUN 8/18/26

PAGE 4

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
		6/16/26 76760482 REPAIRS 06/26	202606 320-57200-46000		*	464.05	
				FCC CARPENTRY& GENERAL PAINTING LLC			1,119.85 006322
8/12/26 00002		8/04/26 94081233 DELIVERY THRU 07/29/26	202607 310-51300-42000		*	22.80	
				FEDEX			22.80 006323
8/12/26 00213		8/05/26 43533937 SUPPLIES 08/26	202608 320-57200-51000		*	341.99	
				GREAT AMERICAN BUSINESS PRODUCTS			341.99 006324
8/12/26 00085		8/05/26 48057014 SVCS 07/26	202607 330-53800-43100		*	36.20	
				MIAMI-DADE WATER AND SEWER DEPT			36.20 006325
8/12/26 00168		7/08/26 6135 BACK TO SCHOOL EVENT	202607 320-57200-49400		*	3,950.00	
				RECREA GROUP INC			3,950.00 006326
8/12/26 00260		8/06/26 145126 REPLACE LANDSCAPE LIGHT	202608 320-53800-46000		*	180.00	
				REIVIL SERVICE AND REPAIR LLC			180.00 006327
				TOTAL FOR BANK A		132,875.03	
				TOTAL FOR REGISTER		132,875.03	

LBS LAKES BAY STH JWASSERMAN

AP300R
*** CHECK NOS. 800011-800011

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKES BY THE BAY SOUTH CDD-GF
BANK Z LAKES BY BAY AUTOPAY

RUN 8/18/26

PAGE 1

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
7/31/26	00061	6/16/26 0463346- SVCS 07/26	202607 330-53800-41005		*	151.40	
		6/21/26 0384237- SVCS 07/26	202607 320-57200-41000		*	433.32	
		7/01/26 6535605- SVCS 07/26	202607 330-53800-41005		*	275.84	
COMCAST - AUTOPAY							860.56 800011
-----							-----
TOTAL FOR BANK Z						860.56	
TOTAL FOR REGISTER						860.56	

LBS LAKES BAY STH JWASSERMAN

Lakes by the Bay South
Community Development District

Unaudited Financial Reporting
July 31, 2026



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1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Debt Service Fund Series 2022</u>
5	<u>Debt Service Fund Series 2024</u>
6-8	<u>Month to Month</u>
9	<u>Long Term Debt Report</u>
10	<u>Assessment Receipt Schedule</u>

Lakes by the Bay South

Community Development District

Balance Sheet

July 31, 2026

	General Fund	Debt Service Fund	Totals Governmental Funds
Assets:			
Cash:			
Operating Account	\$ 58,871	\$ -	\$ 58,871
Petty Cash	654	-	654
Due from General Fund	-	168,844	168,844
Investments:			
State Board of Administration - Surplus	794,606	-	794,606
State Board of Administration - Field Reserves	233,551	-	233,551
State Board of Administration - Clubhouse Reserves	194,697	-	194,697
BankUnited Money Market	1,079,266	-	1,079,266
Series 2022			
Interest	-	33	33
Revenue	-	437,848	437,848
Sinking	-	72	72
Series 2024			
Revenue	-	256,018	256,018
Deposits-Electric	6,000	-	6,000
Total Assets	\$ 2,367,645	\$ 862,815	\$ 3,230,460
Liabilities:			
Accounts Payable	\$ 8,407	\$ -	\$ 8,407
Due to Debt Service	168,844	-	168,844
Total Liabilities	\$ 177,251	\$ -	\$ 177,251
Fund Balance:			
Nonspendable:			
Deposits	\$ 6,000	\$ -	\$ 6,000
Restricted for:			
Debt Service	-	862,815	862,815
Unassigned	2,184,394	-	2,184,394
Total Fund Balances	\$ 2,190,394	\$ 862,815	\$ 3,053,209
Total Liabilities & Fund Balance	\$ 2,367,645	\$ 862,815	\$ 3,230,460

Lakes by the Bay South

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ended July 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Through 07/31/26	Through 07/31/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 1,794,376	\$ 1,794,376	\$ 1,808,213	\$ 13,837
Interest Income	75,000	62,500	70,600	8,100
Clubhouse Income	30,000	25,000	30,279	5,279
Other Income	-	-	36,703	36,703
Total Revenues	\$ 1,899,376	\$ 1,881,876	\$ 1,945,795	\$ 63,919
Expenditures:				
General and Administrative:				
Supervisor Fees	\$ 12,000	\$ 10,000	\$ 7,400	\$ 2,600
FICA Taxes	918	765	566	199
Engineering	16,000	13,333	6,341	6,992
Attorney	47,000	39,167	22,708	16,459
Annual Audit	4,300	4,300	4,300	-
Assessment Roll Administration	2,000	2,000	2,000	-
Arbitrage Calculation	1,200	1,200	550	650
Dissemination Agent	5,500	4,583	4,583	0
Trustee Fees	7,500	6,250	2,000	4,250
Management Fees	72,491	60,410	60,409	0
Website Maintenance	3,600	3,000	3,000	-
Postage and Delivery	1,500	1,250	3,068	(1,818)
Insurance General Liability	16,918	16,918	15,470	1,448
Printing and Binding	750	625	507	118
Legal Advertising	1,500	1,250	456	794
Other Current Charges	1,000	833	955	(122)
Office Supplies	-	-	218	(218)
Dues, Licenses and Subscriptions	175	175	175	-
Total General and Administrative	\$ 194,352	\$ 166,059	\$ 134,706	\$ 31,353
Operations and Maintenance				
Field Expenditures				
Field Management	\$ 32,759	\$ 27,300	\$ 27,299	\$ 0
Remote Gym and Entrance Road Video Surveillance (DML)	11,940	9,950	9,950	-
General Maintenance	23,084	19,237	14,831	4,406
Landscape Maintenance	186,001	155,001	155,001	(0)
Landscape - Extra to Contract	50,000	41,667	26,913	14,754
SFWMD Buffer Area Maintenance	-	-	60,324	(60,324)
Mulch	23,000	23,000	27,802	(4,802)
Tree Trimming	60,000	60,000	129,951	(69,951)
Lake Maintenance	9,600	8,000	8,154	(154)
Contingency	20,000	16,667	-	16,667
Pressure Washing	20,000	16,667	16,225	442
Culvert Cleaning/Inspection	20,000	20,000	51,550	(31,550)
Holiday Decorations	38,276	38,276	32,193	6,083
Cleaning Reserve Area	48,280	48,280	86,761	(38,481)
Subtotal Field Expenditures	\$ 542,940	\$ 484,043	\$ 646,954	\$ (162,911)

Lakes by the Bay South

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ended July 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Through 07/31/26	Through 07/31/26	Variance
Security Gate Service Expenditures				
Security (DML)	\$ 138,000	\$ 115,000	\$ 115,000	\$ -
Security-Roving Guard	10,000	8,333	-	8,333
Enhanced Security	15,000	12,500	-	12,500
Transponders	8,500	7,083	-	7,083
Management Fees	24,000	20,000	20,000	-
Gate Access System Repairs and Maintenance	46,000	38,333	26,514	11,820
Guardhouse Repairs and Maintenance	5,000	4,167	2,585	1,581
Electric	4,000	3,333	2,581	752
Water	1,500	1,250	291	959
Internet Service	5,000	4,167	4,194	(27)
Janitorial Services	600	500	500	-
Subtotal Security Gate Service Expenditures	\$ 257,600	\$ 214,667	\$ 171,665	\$ 43,001
Clubhouse Expenditures				
Alarm Monitoring	\$ 1,200	\$ 1,000	\$ 1,105	\$ (105)
Pool Video and Clubhouse Exterior Camera Surveillance (DML)	23,340	19,450	19,450	-
Security - Roving Guard	8,000	6,667	2,638	4,029
Air Conditioning Maint Contract and Repairs	10,000	8,333	13,936	(5,603)
Fitness Equipment Maintenance and Repairs	8,000	6,667	6,725	(58)
Electric	42,000	35,000	25,821	9,179
Property Insurance	53,968	53,968	50,824	3,144
Flood Insurance	19,039	19,039	18,760	279
Janitorial Maintenance	60,600	50,500	50,500	-
Janitorial Supplies	6,000	5,000	5,574	(574)
Landscape Maintenance	32,508	27,090	27,090	-
Landscape Replacement	10,000	8,333	-	8,333
Office Equipment Maintenance	2,000	1,667	1,383	283
Management Fees	302,304	251,920	251,920	-
Office Supplies/Clubhouse Supplies	7,500	6,250	3,818	2,432
Pest Control	1,000	833	650	183
Pool and Spa Maintenance	39,000	32,500	35,000	(2,500)
Pool Repairs	20,000	16,667	42,723	(26,056)
Repairs and Maintenance	60,000	50,000	25,830	24,170
Special Events	60,000	50,000	74,283	(24,283)
Cable/Internet	6,300	5,250	5,175	75
Trash Collection	1,500	1,500	1,442	58
Water and Sewer	25,000	20,833	27,666	(6,833)
Window Cleaning/Pressure Cleaning	3,500	2,917	2,053	864
Holiday Decorations	31,724	31,724	28,025	3,699
Contingency	10,000	10,000	59,500	(49,500)
Capital Reserves	60,000	50,000	-	50,000
Subtotal Clubhouse Expenditures	\$ 904,483	\$ 773,108	\$ 781,891	\$ (8,783)
Total Operations and Maintenance	\$ 1,705,023	\$ 1,471,817	\$ 1,600,510	\$ (128,693)
Total Expenditures	\$ 1,899,376	\$ 1,637,877	\$ 1,735,216	\$ (97,339)
Excess (Deficiency) of Revenues over Expenditures	\$ 0	\$ 243,999	\$ 210,579	\$ (33,420)
Fund Balance - Beginning			\$ 1,979,815	
Fund Balance - Ending			\$ 2,190,394	

Lakes by the Bay South

Community Development District

Debt Service Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ended July 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Through 07/31/26	Through 07/31/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 1,382,295	\$ 1,382,295	\$ 1,392,954	\$ 10,659
Interest Income	-	-	24,762	24,762
Total Revenues	\$ 1,382,295	\$ 1,382,295	\$ 1,417,716	\$ 35,421
Expenditures:				
Interest - 11/1	\$ 331,447	\$ 331,447	\$ 331,447	\$ -
Interest - 5/1	331,447	331,447	331,447	-
Principal - 5/1	731,000	731,000	731,000	-
Total Expenditures	\$ 1,393,893	\$ 1,393,893	\$ 1,393,893	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (11,598)	\$ (11,598)	\$ 23,823	\$ 35,421
Net Change in Fund Balance	\$ (11,598)	\$ (11,598)	\$ 23,823	\$ 35,421
Fund Balance - Beginning			\$ 508,260	
Fund Balance - Ending			\$ 532,084	

Lakes by the Bay South

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ended July 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Through 07/31/26	Through 07/31/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 1,097,122	\$ 1,097,122	\$ 1,105,582	\$ 8,460
Interest Income	1,000	833	17,950	17,116
Total Revenues	\$ 1,098,122	\$ 1,097,955	\$ 1,123,532	\$ 25,576
Expenditures:				
Interest - 11/1	\$ 197,500	\$ 197,500	\$ 197,500	\$ -
Interest - 5/1	197,500	197,500	197,500	-
Principal - 5/1	710,000	710,000	710,000	-
Total Expenditures	\$ 1,105,000	\$ 1,105,000	\$ 1,105,000	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (6,878)	\$ (7,045)	\$ 18,532	\$ 25,576
Net Change in Fund Balance	\$ (6,878)	\$ (7,045)	\$ 18,532	\$ 25,576
Fund Balance - Beginning			\$ 312,199	
Fund Balance - Ending			\$ 330,731	

Lakes by the Bay South

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ -	\$ 243,763	\$ 1,341,608	\$ 52,375	\$ 21,895	\$ 26,378	\$ 58,815	\$ 18,555	\$ 43,928	\$ 896	\$ -	\$ -	\$ 1,808,213
Interest Income	5,897	4,722	5,643	8,475	7,618	8,444	7,772	7,647	7,118	7,264	-	-	70,600
Clubhouse Income	-	14,690	-	-	5,006	715	-	3,125	6,743	-	-	-	30,279
Other Income	1,200	600	-	-	1,894	30,178	-	858	1,973	-	-	-	36,703
Total Revenues	\$ 7,097	\$ 263,775	\$ 1,347,250	\$ 60,850	\$ 36,413	\$ 65,715	\$ 66,588	\$ 30,185	\$ 59,762	\$ 8,159	\$ -	\$ -	\$ 1,945,795
Expenditures:													
General and Administrative:													
Supervisor Fees	\$ 1,000	\$ 1,800	\$ -	\$ 800	\$ -	\$ 800	\$ -	\$ 2,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 7,400
FICA Taxes	77	138	-	61	-	61	-	153	77	-	-	-	566
Engineering	2,124	-	-	-	439	506	68	405	-	2,800	-	-	6,341
Attorney	3,665	2,640	500	3,383	2,365	688	2,833	2,585	4,050	-	-	-	22,708
Annual Audit	-	-	-	-	-	4,300	-	-	-	-	-	-	4,300
Assessment Roll Administration	2,000	-	-	-	-	-	-	-	-	-	-	-	2,000
Arbitrage Calculation	550	-	-	-	-	-	-	-	-	-	-	-	550
Dissemination Agent	458	458	458	458	458	458	458	458	458	458	-	-	4,583
Trustee Fees	-	-	-	-	-	-	-	2,000	-	-	-	-	2,000
Management Fees	6,041	6,041	6,041	6,041	6,041	6,041	6,041	6,041	6,041	6,041	-	-	60,409
Website Maintenance	300	300	300	300	300	300	300	300	300	300	-	-	3,000
Postage and Delivery	177	104	79	90	115	198	171	108	180	1,848	-	-	3,068
Insurance General Liability	15,470	-	-	-	-	-	-	-	-	-	-	-	15,470
Printing and Binding	4	-	-	-	4	4	-	3	-	492	-	-	507
Legal Advertising	-	-	-	-	-	-	-	456	-	-	-	-	456
Other Current Charges	100	142	55	50	50	71	136	90	117	145	-	-	955
Office Supplies	-	-	-	-	-	-	-	-	33	185	-	-	218
Dues, Licenses and Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 32,140	\$ 11,623	\$ 7,433	\$ 11,183	\$ 9,771	\$ 13,426	\$ 10,006	\$ 14,599	\$ 12,255	\$ 12,269	\$ -	\$ -	\$ 134,706

Lakes by the Bay South

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Field Management	\$ 2,730	\$ 2,730	\$ 2,730	\$ 2,730	\$ 2,730	\$ 2,730	\$ 2,730	\$ 2,730	\$ 2,730	\$ 2,730	\$ -	\$ -	\$ 27,299
Remote Gym and Entrance Road Video Surveillance (DML)	995	995	995	995	995	995	995	995	995	995	-	-	9,950
General Maintenance	954	-	-	988	3,625	3,630	4,934	350	350	-	-	-	14,831
Landscape Maintenance	15,500	15,500	15,500	15,500	15,500	15,500	15,500	15,500	15,500	15,500	-	-	155,001
Landscape - Extra to Contract	-	9,263	3,300	-	-	-	5,950	5,300	3,100	-	-	-	26,913
SFWMD Buffer Area Maintenance	-	-	-	-	10,200	18,402	3,300	3,300	3,300	21,822	-	-	60,324
Mulch	-	27,802	-	-	-	-	-	-	-	-	-	-	27,802
Tree Trimming	58,075	-	71,876	-	-	-	-	-	-	-	-	-	129,951
Lake Maintenance	800	800	954	800	800	800	800	800	800	800	-	-	8,154
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Pressure Washing	-	16,225	-	-	-	-	-	-	-	-	-	-	16,225
Culvert Cleaning/Inspection	2,150	-	-	-	18,500	-	14,800	11,500	4,600	-	-	-	51,550
Reserves	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Decorations	16,301	-	8,151	7,741	-	-	-	-	-	-	-	-	32,193
Cleaning Reserve Area	954	75,606	10,200	-	-	-	-	-	-	-	-	-	86,761
Subtotal Field Expenditures	\$ 98,460	\$ 148,921	\$ 113,707	\$ 28,753	\$ 52,350	\$ 42,056	\$ 49,009	\$ 40,475	\$ 31,375	\$ 41,847	\$ -	\$ -	\$ 646,954
Security Gate Service Expenditures													
Security (DML)	\$ 11,500	\$ 11,500	\$ 11,500	\$ 11,500	\$ 11,500	\$ 11,500	\$ 11,500	\$ 11,500	\$ 11,500	\$ 11,500	\$ -	\$ -	\$ 115,000
Security-Roving Guard	-	-	-	-	-	-	-	-	-	-	-	-	-
Enhanced Security	-	-	-	-	-	-	-	-	-	-	-	-	-
Transponders	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	-	-	20,000
Gate Access System Repairs and Maintenance	1,963	2,149	3,892	2,801	3,707	3,129	2,094	4,232	1,976	573	-	-	26,514
Guardhouse Repairs and Maintenance	-	-	-	-	-	-	2,585	-	-	-	-	-	2,585
Electric	266	277	271	207	266	275	324	327	368	-	-	-	2,581
Water	34	35	39	36	-	-	75	-	-	72	-	-	291
Internet Service	397	397	417	422	427	427	427	425	426	427	-	-	4,194
Janitorial Services	50	50	50	50	50	50	50	50	50	50	-	-	500
Subtotal Security Gate Service Expenditures	\$ 16,211	\$ 16,408	\$ 18,168	\$ 17,017	\$ 17,951	\$ 17,381	\$ 19,055	\$ 18,534	\$ 16,319	\$ 14,622	\$ -	\$ -	\$ 171,665

Lakes by the Bay South

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Clubhouse Expenditures													
Alarm Monitoring	\$ 270	\$ -	\$ -	\$ 270	\$ 25	\$ -	\$ 270	\$ -	\$ 270	\$ -	\$ -	\$ -	\$ 1,105
Pool Video and Clubhouse Exterior Camera Surveillance (DML)	1,945	1,945	1,945	1,945	1,945	1,945	1,945	1,945	1,945	1,945	-	-	19,450
Security - Roving Guard	-	555	150	-	-	270	195	300	368	800	-	-	2,638
Air Conditioning Maint Contract and Repairs	606	1,140	490	1,344	646	3,397	1,791	1,672	490	2,359	-	-	13,936
Fitness Equipment Maintenance and Repairs	513	905	190	1,079	968	647	190	1,195	590	447	-	-	6,725
Electric	2,784	2,050	3,024	3,240	2,568	3,235	3,467	2,430	3,022	-	-	-	25,821
Property Insurance	50,824	-	-	-	-	-	-	-	-	-	-	-	50,824
Flood Insurance	18,760	-	-	-	-	-	-	-	-	-	-	-	18,760
Janitorial Maintenance	5,050	5,050	5,050	5,050	5,050	5,050	5,050	5,050	5,050	5,050	-	-	50,500
Janitorial Supplies	758	334	106	800	358	254	1,293	579	815	279	-	-	5,574
Landscape Maintenance	2,709	2,709	2,709	2,709	2,709	2,709	2,709	2,709	2,709	2,709	-	-	27,090
Landscape Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Equipment Maintenance	137	148	137	137	137	137	137	137	137	137	-	-	1,383
Management Fees	25,192	25,192	25,192	25,192	25,192	25,192	25,192	25,192	25,192	25,192	-	-	251,920
Office Supplies/Clubhouse Supplies	138	135	365	686	495	508	177	-	1,314	-	-	-	3,818
Pest Control	65	65	65	65	65	65	65	65	65	65	-	-	650
Pool and Spa Maintenance	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	-	-	35,000
Pool Repairs	16,048	6,625	3,576	3,210	-	-	180	5,986	3,624	3,474	-	-	42,723
Repairs and Maintenance	2,204	851	2,211	1,824	2,369	2,141	2,351	2,383	5,330	4,167	-	-	25,830
Special Events	14,141	10,979	8,915	5,547	12,020	2,749	1,259	3,950	4,300	10,424	-	-	74,283
Cable/Internet	417	376	652	440	433	664	548	548	548	548	-	-	5,175
Trash Collection	-	-	1,442	-	-	-	-	-	-	-	-	-	1,442
Water and Sewer	21,674	-	-	-	5,992	-	-	-	-	-	-	-	27,666
Window Cleaning/Pressure Cleaning	-	-	1,076	-	489	489	-	-	-	-	-	-	2,053
Holiday Decorations	14,620	-	6,756	6,649	-	-	-	-	-	-	-	-	28,025
Contingency	-	31,800	-	-	-	-	-	25,200	-	2,500	-	-	59,500
Capital Reserves	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Clubhouse Expenditures	\$ 182,356	\$ 94,358	\$ 67,550	\$ 63,688	\$ 64,961	\$ 52,952	\$ 50,319	\$ 82,843	\$ 59,269	\$ 63,596	\$ -	\$ -	\$ 781,891
Total Operations & Maintenance	\$ 297,027	\$ 259,686	\$ 199,425	\$ 109,458	\$ 135,262	\$ 112,390	\$ 118,383	\$ 141,852	\$ 106,963	\$ 120,066	\$ -	\$ -	\$ 1,600,510
Total Expenditures	\$ 329,167	\$ 271,309	\$ 206,858	\$ 120,641	\$ 145,033	\$ 125,816	\$ 128,389	\$ 156,451	\$ 119,218	\$ 132,334	\$ -	\$ -	\$ 1,735,216
Excess (Deficiency) of Revenues over Expenditures	\$ (322,070)	\$ (7,534)	\$ 1,140,392	\$ (59,791)	\$ (108,620)	\$ (60,101)	\$ (61,801)	\$ (126,266)	\$ (59,455)	\$ (124,175)	\$ -	\$ -	\$ 210,579
Net Change in Fund Balance	\$ (322,070)	\$ (7,534)	\$ 1,140,392	\$ (59,791)	\$ (108,620)	\$ (60,101)	\$ (61,801)	\$ (126,266)	\$ (59,455)	\$ (124,175)	\$ -	\$ -	\$ 210,579

Lakes by the Bay South

Community Development District

Long Term Debt Report

Series 2022, Special Assessment Refunding Bonds		
Original Amount:	\$19,254,000	
Interest Rate:	3.85%	
Maturity Date:	5/1/2042	
Bonds Outstanding - 9/30/25		\$17,218,000
Less:	May 1, 2026 (Mandatory)	(731,000)
Current Bonds Outstanding		\$16,487,000

Series 2024, Special Assessment Refunding Bonds		
Original Amount:	\$8,585,000	
Interest Rate:	5.00%	
Maturity Date:	5/1/2034	
Bonds Outstanding - 9/30/25		\$7,900,000
Less:	May 1, 2026 (Mandatory)	(710,000)
Current Bonds Outstanding		\$7,190,000

Total Current Bonds Outstanding		\$23,677,000
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Lakes by the Bay South
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts - Miami-Dade County

Gross Assessments	\$	1,888,817.16	\$	1,455,047.67	\$	1,154,865.39	\$	4,498,730.22
Net Assessments	\$	1,794,376.30	\$	1,382,295.29	\$	1,097,122.12	\$	4,273,793.71

ON ROLL ASSESSMENTS

Allocation in %	41.99%	32.34%	25.67%	100.00%
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Date	Distribution	Gross Amount	Discount/ Penalty	Commission	Interest	Net Receipts	O&M Portion	2022 Debt Service	2024 Debt Service	Total
11/10/25	10/1/25-10/31/25	\$ 16,137.17	\$ 640.24	\$ 154.96	\$ 104.35	\$ 15,446.32	\$ 6,485.22	\$ 4,995.88	\$ 3,965.21	\$ 15,446.31
11/17/25	11/1/25-11/10/25	254,383.66	10,175.32	2,442.09	-	241,766.25	101,506.92	78,195.71	62,063.62	241,766.25
11/25/25	6/1/25-10/31/25	41,552.96	1,996.20	395.57	-	39,161.19	16,442.05	12,666.11	10,053.04	39,161.20
11/28/25	11/11/25-11/20/25	299,046.96	11,961.83	2,870.85	-	284,214.28	119,328.96	91,924.90	72,960.42	284,214.28
12/05/25	11/21/25-11/30/25	3,138,063.58	125,518.87	30,125.45	83.04	2,982,502.30	1,252,220.35	964,646.20	765,635.75	2,982,502.30
12/24/25	12/1/25-12/15/25	223,360.55	8,309.51	2,150.50	-	212,900.54	89,387.49	68,859.53	54,653.53	212,900.55
01/09/26	12/16/25-12/31/25	125,389.77	3,653.38	1,218.07	70.74	120,589.06	50,629.99	39,002.75	30,956.32	120,589.06
01/26/26	INTEREST	-	-	-	4,155.39	4,155.39	1,744.66	1,344.00	1,066.73	4,155.39
02/11/26	1/1/26-1/31/26	53,730.39	1,115.09	526.78	60.53	52,149.05	21,895.07	16,866.84	13,387.14	52,149.05
03/11/26	2/1/26-2/28/26	64,112.38	703.98	634.61	52.43	62,826.22	26,377.94	20,320.21	16,128.07	62,826.22
04/17/26	3/1/26-3/31/26	141,071.02	69.64	1,410.00	-	139,591.38	58,608.23	45,148.76	35,834.39	139,591.38
04/24/26	INTEREST	-	-	-	493.54	493.54	207.22	159.63	126.70	493.55
5/15/26	4/1/26-4/30/26	\$44,002.03	\$0.00	\$440.00	\$631.75	44,193.78	18,555.01	14,293.82	11,344.95	44,193.78
06/12/26	5/1/26-5/31/26	18,989.58	-	189.90	564.00	19,363.68	8,129.95	6,262.90	4,970.83	19,363.68
06/26/26	6/14/26-6/15/26	81,351.92	-	813.54	4,724.36	85,262.74	35,798.04	27,576.97	21,887.73	85,262.74
07/22/26	6/1/26-6/30/26	\$2,092.15	\$0.00	\$20.92	\$62.13	2,133.36	895.70	690.00	547.65	2,133.35
TOTAL		\$ 4,503,284.12	\$ 164,144.06	\$ 43,393.24	\$ 11,002.26	\$ 4,306,749.08	\$ 1,808,212.80	\$ 1,392,954.21	\$ 1,105,582.08	\$ 4,306,749.09

100.10%	Percent Collected
\$ (4,553.90)	Balance Remaining to Collect